



City of Broken Arrow
Meeting Agenda
Broken Arrow City Council

Mayor Craig Thurmond
Vice Mayor Scott Eudey
Council Member Mike Lester
Council Member Johnnie Parks
Council Member Debra Wimpee

Tuesday, March 6, 2018

6:30 PM

Council Chambers
220 S. 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [18-104](#) Approval of City Council Meeting Minutes of February 20, 2018

Attachments: [2-20-2018 City Council Minutes](#)

- B. [18-315](#) Approval of a Service Agreement Renewal with SeeClickFix to provide software services for the online citizen reporting tool and mobile application

Attachments: [SeeClickFix Agreement](#)

- C. [18-330](#) Approval of and authorization to execute an amended use agreement with the Broken Arrow Historical Society for fiscal year 2017-2018

Attachments: [FINAL AMENDED HISTORICAL SOCIETY USE AGREEMENT 3-6-2018](#)

- D. [18-316](#) Approval of and authorization to execute Resolution No. 1091, a Resolution of the Broken Arrow City Council requesting that the Oklahoma Department of Transportation (ODOT) allow the City of Broken Arrow to place two purple heart signs on the Broken Arrow expressway in recognition of the service and sacrifice of the men and women of Broken Arrow who have served our country

Attachments: [2-27-18 RES NO. 1091- PURPLE HEART SIGNS ON BA EXPRESSWAY doc](#)

- E. [18-322](#) Approval of and authorization to purchase four (4) 2018 Ford Taurus Sedans from Bill Knight Ford as bid, pursuant to the Oklahoma statewide vehicle contract for the Police Department
- Attachments:** [FY18 Purchase of 4 sedans](#)
- F. [18-323](#) Approval of and authorization to purchase two (2) 2018 Dodge Durango SUVs and three (3) Dodge RAM 1500 trucks from John Vance Motors as bid, pursuant to the Oklahoma statewide vehicle contract for the Police Department
- Attachments:** [FY18 2 Dodge Durango's 3 pickups](#)
- G. [18-324](#) Review of proposals received and award of the most advantageous proposal to J & J Bowers Lawn for grounds maintenance
- Attachments:** [Bid 18.148 mowing contract](#)
- H. [18-270](#) Approval of PUD-273 (Planned Unit Development) and BAZ-1995 (Rezoning), Scissortail Crossing II, 11.07 net acres, A-RM to PUD-273/RM, located one-quarter mile north of Albany Street, east of 23rd Street
- Attachments:** [1-PLANNING COMMISSION FACT SHEET.PUD 273 & BAZ 1995](#)
[2-CASE MAP.PUD-273 & BAZ-1995](#)
[3-AERIAL.PUD 273 & BAZ 1995](#)
[4-COMP PLAN.PUD 273 & BAZ 1995](#)
[5-PUD DESIGN STATEMENT AND CONCEPTUAL SITE PLAN.01-29-2018](#)
[6-LETTER FROM CASE & ASSOCIATES RECEIVED FEB 2, 2018](#)
- I. [18-272](#) Approval of PUD-274 (Planned Unit Development) and BAZ-1996 (Rezoning), Doc's Container Storage, 0.40 acres, A-1 to PUD-274/IL, located one-half mile north of Houston Street, one-quarter mile east of 23rd Street, on Old Highway 51
- Attachments:** [1-PLANNING COMMISSION FACTSHEET.PUD 274 & BAZ 1996](#)
[2-CASE MAP.PUD 274 & BAZ 1996](#)
[3-AERIAL.PUD 274 & BAZ 1996](#)
[4-COMP PLAN.PUD 274 & BAZ 1996](#)
[5-REVISED DESIGN STATEMENT.02-14-2018](#)
[6-COUCH ADDITION RECORDED PLAT](#)
[7-SECTION 8.1.A OF THE ZONING ORDINANCE](#)
[8-PICTURES OF SITE LOOKING NORTHEAST.rtf](#)

- J. [18-317](#) Acceptance of a Deed of Dedication from Alfa Laval, Inc. for Nashville Street, on property located one-half mile south of Houston Street, east of 9th Street, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E)
- Attachments:** [2-Deed of Dedication](#)
 [3-Exhibit A, ROW Exhibit](#)
 [4- Case Map for PUD-268](#)
 [5-Quit Claim Deed](#)
 [6-PT18-103, Alfa Laval Preliminary Plat](#)
 [7-PT18-103, Alfa Laval Conditional Final Plat](#)
- K. [18-333](#) Acceptance of an Sanitary Sewer Easement from Michael K. Craig and Terri Raye Craig, on a part of Lot 9 of Block 3 of Cedar Ridge East, located approximately one half mile north of New Orleans Street and a quarter mile east of Garnett Road (Section 20, T18N, R14E) (Cottages at Cedar Ridge)
- Attachments:** [Sanitary Sewer Easement Form](#)
 [Exhibit A Legal](#)
 [Exhibit A Plan](#)
 [Exhibit A Closure](#)
 [Sanitary Sewer Plan](#)
- L. [18-334](#) Acceptance of an Sanitary Sewer Easement from The Oklahoma Turnpike Authority, across part of the Southwest Quarter of Section 20, Township 18 North, Range 14 East, located approximately one half mile north of New Orleans Street and east of Garnett Road (Section 20, T18N, R14E) (Cottages at Cedar Ridge)
- Attachments:** [OTA Letter](#)
 [Sanitary Sewer Form](#)
 [Sanitary Sewer Legal](#)
 [Sanitary Sewer Plat](#)
 [Sanitary Sewer Closure](#)
 [DEQ 404 Permit](#)
 [Sanitary Sewer Plan](#)

- M. [18-335](#) Acceptance of an Temporary Construction Easement from The Oklahoma Turnpike Authority, across part of the Southwest Quarter of Section 20, Township 18 North, Range 14 East, located approximately one half mile north of New Orleans Street and east of Garnett Road (Section 20, T18N, R14E) (Cottages at Cedar Ridge)

Attachments: [OTA Letter](#)
[Temp Const Easement Form](#)
[Temp Const Esmt Legal](#)
[Temp Const Easmt Closure](#)
[DEQ 404 Permit](#)
[Sanitary Sewer Plan](#)

- N. [18-16](#) Approval of the Broken Arrow City Council Claims List for March 06, 2018

Attachments: [03-06-18 CL](#)

6. Consideration of Items Removed from Consent Agenda

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

- A. [18-283](#) Consideration, discussion, possible approval of and authorization to execute a Proclamation declaring that the City of Broken Arrow agrees with and supports the “Wyland National Mayor’s Challenge for Water Conservation” and will participate by encouraging Broken Arrow residents to take the challenge from April 1 - 30, 2018

Attachments: [Proclamation Water Conservation Month](#)
[Proclamation Water Conservation](#)

- B. [18-332](#) Presentation regarding the lane closures for Elm Place at Broadway Avenue in association with the Federal-Aid Railroad Project with the Oklahoma Department of Transportation, at the At-Grade Crossing of Union Pacific Railroad at South Elm Place in Broken Arrow, Tulsa County, Project RRCS-272N(217)CS, J/P # 333075(10)

Attachments: [Elm and Broadway RR Street Closure Request](#)

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. [18-311](#) Consideration, discussion and possible approval of and authorization to participate in a survey to determine and identify potential historic structures and sites in the City of Broken Arrow, together with the Broken Arrow Built Heritage Preservation Committee, the Oklahoma Historical Society and the State Historic Preservation office

Attachments: [List of 100 Properties for Historic Survey FINAL PDF.PDF](#)

10. Preview Ordinances - None

11. Ordinances - None

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session

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

1. Litigation, including potential resolution, of a matter involving the tort claim of Robert L. Gordon vs. City of Broken Arrow, and taking appropriate action in open session, including possible authorization to settle this tort claim, under 25 O.S. §307(B) (4). In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to process the pending claim, litigation and possible litigation and that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding 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.

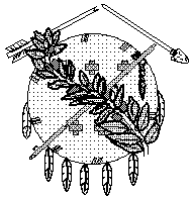
15. Adjournment

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 #: 18-104, Version: 1

**Broken Arrow City Council
Meeting of: March 6, 2018**

To: Mayor and City Council

From: Office of the City Clerk

Title:

Approval of City Council Meeting Minutes of February 20, 2018

Background: Minutes recorded for the City Council meeting.

Cost: \$0

Prepared By: Lisa Blackford, City Clerk

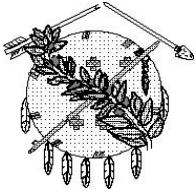
Reviewed By: Russell Gale, Assistant City Manager of Administration

Beth Anne Childs, City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: City Council minutes of February 20, 2018

Recommendation: Approval of the Minutes of the February 20, 2018 City Council Meeting



City of Broken Arrow

Minutes City Council

City Hall
220 S 1st Street
Broken Arrow OK
74012

Mayor Craig Thurmond
Vice-Mayor Scott Eudey
Council Member Mike Lester
Council Member Johnnie Parks
Council Member Debra Wimpee

Tuesday, February 20, 2018

Time 6:30 p.m.

Council Chambers

1. Call to Order

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

2. Invocation

Invocation was delivered by Scott Keele.

3. Roll Call

Present: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

4. Pledge of Allegiance to the Flag

Council Member Johnnie Parks led the Pledge of Allegiance to the Flag.

5. Consideration of Consent Agenda

Mayor Thurmond asked if there were other items to be removed from the Consent Agenda.
There were none.

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

Move to approve Consent Agenda

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- A. 18-101 Approval of City Council Meeting Minutes of February 6, 2018**
- B. 18-264 Approval of AMENDED City Council Meeting Minutes of January 16, 2018**
- C. 18-282 Approval of and authorization to execute Resolution No. 1090 requesting programming of Federal Fiscal Year (FFY) 2021 Surface Transportation Program (STP) funds for Washington Street Widening from Garnett Road to Olive Avenue**
- D. 18-292 Approval of and authorization to execute a Professional Consultant Services Contract with Destination Services, LLC to continue the implementation of the Strategic Plan for the Convention and Visitors' Bureau**
- E. 18-284 Approval of and authorization to execute a Professional Consultant Agreement with Flynt & Kallenberger, Inc. for design of Fire Station No. 2 Heating, Ventilation, and Air Conditioning (HVAC) Investigation and Renovation (Project No. 183512)**
- F. 18-280 Approval of and authorization to execute Amendment No. 2 to a Professional Consultant Agreement with Olsson Associates for Design of a Broken Arrow Industrial Collector Street and Water Line Extension (Project No. ED1701)**
- G. 18-267 Approval of bids received and award the most advantageous bid to Yamaha Golf Cars for the purchase of (72) Yamaha Drive 2 electric golf carts with geographical positioning system (GPS), (1) range utility cart, (1) refreshment cart, and (1) all-purpose utility cart, for Battle Creek Golf Club, and declare the current golf cart fleet at Battle Creek Golf Club consisting of (72) electric golf carts and (2) utility carts surplus and approve Budget Amendment No. 3**
- H. 18-299 Approval of and authorization to execute Work Order WO-08, Contract for Cold Milling Asphalt Streets (Bid # 16.141) for the repair of asphalt streets of Lancaster Park I & II, Phase II**
- I. 18-265 Acceptance of a Corrected Deed of Dedication from Nathan Lovelle and Kimberly Lovelle on property located one-eighth mile north of New Orleans Street, west of 9th Street, Tulsa County, State of Oklahoma, (Section 23, T18N, R14E)**
- J. 18-266 Acceptance of a Corrected Utility Easement from Nathan Lovelle and Kimberly Lovelle on property located one-eighth mile north of New Orleans Street, west of 9th Street, Tulsa County, State of Oklahoma, (Section 23, T18N, R14E)**
- K. 18-13 Approval of the Broken Arrow City Council Claims List for February 20, 2018**

6. Consideration of Items Removed from Consent Agenda

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

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

A. 18-287 Recognition of the 2017 City of Broken Arrow University (COBA-U) Participants

Human Resources Director, Jannette McCormick, stated she was pleased to recognize the 2017 COBA-U Participants. She reported the COBA-U program was established in February of 2017 as a pilot training program for employees citywide. She explained there were 45 participants, divided into three classes, and each class contained a representative from each department. She reported in order to participate, employees were required to complete an online application and the department directors recommended applicants to the City Manager for final selection. She stated the instructors consisted of Department Directors and key staff members. She commended the instructors for dedication shown and a job well done. She reported program goals included creation of an educated and informed workforce, assistance with session planning and fostered relationships between departments. She stated when the program concluded in January 2018 each class indicated the relationships developed with fellow interdepartmental coworkers were of highest value; therefore, she felt the program was a success. Ms. McCormick recognized and commended the program participants.

B. 18-307 Presentation and discussion on ShamRock the Rose Event for Soldier's Wish

City Attorney, Beth Anne Childs, stated on December 21 Council Member Wimpee, on behalf of BA Buzz and Soldier's Wish, submitted a special event permit application for an event titled ShamRock the Rose which was scheduled for March 10, 2018. She reported at the time of submittal the City of Broken Arrow had an existing application on file for the same date; however, it had since been withdrawn. She reported when the application for ShamRock the Rose was submitted she was concerned about potential violations of state law; therefore, she thoroughly reviewed the applicable state laws.

Ms. Childs explained that one of the statutes that's reviewed during the newly elected officials training as well as the internal training is Title 11, Section 8-113 of the Oklahoma Statutes. It very clearly addresses conflicts of interest. It provides that "except as otherwise provided by this section, no municipal officer or employee or any business in which the officer, employee, or spouse of the officer or employee has proprietary interest, shall engage in: 1) Selling, buying or leasing property, real or personal, to or from the municipality; 2) Contracting with the municipality..." Ms. Childs stated she reached out to Margaret McMorrow-Love, a well-established attorney in Oklahoma City to assist in reviewing the state statutes and after having follow up discussions, both agreed that it does constitute a contract if you do receive a special events permit due to the criteria and expectations that have to be met.

Ms. Childs reported she met with City Manager, Michael Spurgeon, and Council Member Wimpee and discussed the implications involved with permit approval with statutory restrictions, possible conflicts of interest, which are addressed in the Oklahoma Constitution. Article 10, Section 11 provides that "a Council Member cannot receive, directly or indirectly, any interest, profit or perquisite arising from the use or loan of public funds or moneys..." She stated she met again with Ms. McMorrow-Love and also reviewed a series of Attorney General's Opinions. She reported the conclusion drawn was this was a felony, sort of like a violation of the Open Meeting Act, it just doesn't result in contracts being voided, it was penal in nature, so not only is there a possibility of committing a felony, you can be forever barred from holding office. She stated a new application was subsequently submitted by Soldier's Wish, but there was still some concern as Ms. Wimpee's company and name were still listed on the application. She reported she reached out to Ms. Wimpee's representation, Mr. Gray, for discussion and organized a meeting with herself, Ms. Wimpee, Mr. Gray, Mr. Spurgeon and Mr. Johnnie Parks, who she believed, based upon his years and years of service with the city and as a business owner himself, could provide insight and additional perspective on this event.

Ms. Childs explained she was attempting to find a way to say yes to this event. She explained this was a great event, had thousands of attendees, provided for an outstanding charity, and benefitted many individuals; however, she had to be certain no laws were broken in the process. She explained she was presenting this information to Council for reasons of transparency. She stated the meeting's conclusion was action steps that would be required to insulate Ms. Wimpee, Mr. Spurgeon and the City Council, and to ensure Ms. Wimpee's volunteer role was clearly understood; these steps included: 1) Soldier's Wish would withdraw the application submitted February 11 and 2) would submit a new application for the special event clarifying it was the entity in charge of ShamRock the Rose and would be responsible for the entire event including lease of pavilion, closure of streets, approval to have the event, permits, receipt and expenditure of all funds. 3) Soldier's Wish would enter into a contract with BA Buzz to promote the event on a volunteer basis. 4) Counselor Wimpee and BA Buzz would not be identified on the promotional materials except to the extent that it referenced information on the event located on BA Buzz's website. 5) Following the event Ms. Wimpee's attorneys would review all expenditures to ensure there was no profit or benefit to her to provide an additional level of scrutiny.

Ms. Childs stated this was a Presentation item and the approval of the special event permit was at the City Manager's level. She stated her legal opinion was if all the above conditions were met then City Manager had the legal ability to approve the special event permit.

Ms. Childs explained that the state law specified elected officials and city employees could not lease city property, could not enter into a contract with the city, and could not receive a benefit as a result of city services or utilization of city property. Strict construction of the law is in place and if all these conditions are met, the city could legally move forward with this event. Ms. Childs introduced Attorney Steven Gray, former Assistant City Attorney in Tulsa, whom she had worked with for many years. She stated she appreciated his professionalism and willingness to work with her regarding this issue.

Mr. Steven Gray thanked Ms. Childs for the introduction and commented he appreciated her professionalism; he felt Ms. Childs was an excellent and effective attorney. He presented Council and Ms. Childs with a copy of the revised application which he stated he believed would be approved by all. He stated he believed Ms. Wimpee held no ill intentions with regard to this event. He reported she had gone to great lengths to remove herself completely from the permit, remove all advertising of the ShamRock the Rose Event that displayed her logo or information. He reported she did enter into a Limited Agency Agreement between herself and Soldier's Wish, which he did not get a chance to thoroughly review yet. He reported all checks received by BA Buzz related to ShamRock had been given to Soldier's Wish and Ms. Wimpee had not benefitted or profited from this in any way. He stated Ms. Childs and Ms. Wimpee both had honorable intentions to do right by City Council, by the citizens of Broken Arrow, by the vets, and by the law. He asked if there were any questions.

Council Member Parks asked if Mr. Gray felt Council Member Wimpee had met the requirements set forth by Ms. Childs. Mr. Gray responded in the affirmative; she had met all requirements. He mentioned the Limited Agency Agreement, at a cursory glance, seems to indicate it as well, but he stated if City Council or the City Attorney had further concerns he would be happy to address and satisfy said concerns.

Council Member Parks stated he pushed for this presentation to be made at the City Council Meeting because he felt transparency was in order. He stated he wanted to be certain the city understood exactly what had occurred and what had been discussed. He stated as a veteran he would be disappointed if the event did not take place as it supported Soldier's Wish, but in defense of City Attorney Childs and staff, it would be unwise to go asunder of State law; therefore, it was ultimately up to City Attorney Childs to allow the application be submitted to City Manager Spurgeon for approval.

Mr. Gray stated he and Ms. Wimpee would do whatever was needed to satisfy City Attorney Childs. He stated he appreciated the transparency and openness of the Broken Arrow Governing Body. He commended City Attorney Childs for her work in this matter. He stated Ms. Wimpee indicated that she was willing to completely remove herself from the Limited Agency Agreement in order to ensure the ShamRock the Rose Event was approved.

City Manager Spurgeon thanked Mr. Gray and stated he had a couple of reservations about the Limited Agency Agreement and asked Mr. Gray to contact Ms. Childs in this regard. City Manager Spurgeon stated he wanted to be able to issue the permit prior to the end of the week and hoped his reservations could be cleared before then. Mr. Gray stated he would be happy to make himself available to Ms. Childs whenever she desired to iron out the final details. He thanked City Council for its service.

Citizen Richard Stewart stated his address was 14327 S. 52nd East Avenue. He stated he was in attendance in support of Ms. Debra Wimpee. He reported he moved to Broken Arrow in 1992 and loved the city, his daughter had attended Summit Christian Academy from 2001 until 2014, and he was a member of the Broken Arrow Military Museum, as well as a frequent Rotary Club visitor. He stated he attended his first ShamRock event 4 years ago and he felt the ShamRock event set the bar for every other downtown event in Oklahoma. He stated he knew Ms. Wimpee and Ms. Wimpee cared about the Community of Broken Arrow and cared about the soldiers. He stated Ms. Wimpee consistently demonstrated integrity above reproach, loved the community and desired to see Downtown thrive. He stated the Rotary Club's ideals were: was it the truth, was it fair to all concerned, would it build goodwill and friendships, and would it be beneficial to all concerned. He stated he hoped City Council would keep these ideals in mind and he hoped in future conflicts City Council would be as vigilant in its scrutiny as it was today. He thanked City Council for its time and service to Broken Arrow.

Citizen David Barnes stated his address was 605 East Pensacola. He stated he was a proud Broken Arrow resident and a proud Broken Arrow business owner. He reported he was not a frequent attendee, but after watching the meeting he appreciated the Council's efforts to prevent possible negativity from arising. He stated he was certain Ms. Wimpee had no ill intentions and he appreciated Council for being diligent in making certain this was understood. He stated Ms. Debra Wimpee lived and breathed Broken Arrow, was proud to be a lifelong resident of Broken Arrow, proud to be a part of building Broken Arrow, and proud of what it would become. He stated Ms. Wimpee lived to help others, was selfless for Broken Arrow, for the residents of Broken Arrow, for Soldier's Wish, and for veterans. He stated he became a sponsor of ShamRock because of Ms. Wimpee, because of his love for Broken Arrow and to help support veterans. He stated he wanted it to be known Ms. Wimpee had a pure heart in this endeavor.

He thanked City Council.

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)

Mayor Thurmond stated no citizen had signed up to address the Council.

9. General Council Business

A. 18-286 Consideration, discussion, possible approval of and authorization to execute the Fiscal Year 2017-18 Collective Bargaining Agreement with the International Association of Firefighters Local #2551

Ms. Jannette McCormick reported the city's negotiation team began contract negotiations in March of 2017 with the International Association of Firefighters Local #2551 for the FY 2017-18 labor agreement. She reported on January 17, 2018 the bargaining teams reached a tentative agreement and on January 26, 2018 the Union President advised the local membership had ratified the proposed agreement. She reported the agreement provided for the following changes: administrative revisions to the grievance procedure and compensation articles, increased the number of shift employees eligible to schedule vacation from 7 to 8 if the number of suppression operational personnel exceeded 49 on any shift as of December 1 of each year, increased the monthly vacation hour accrual for employees with 15 to 17 years of service, increased the city's contribution to the Union's insurance plan by 2%, provided revisions to the administrative operating procedures, uniforms, minimum staffing, officer development, digital imaging, and memorandum book subjects, increased base wages by 2% for all bargaining Union Members effective July 1, 2017, with an additional 2% base wage increase effective January 1, 2018. She stated staff recommended Council approve the agreement and authorize its execution. She asked if there were questions. There were none.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.

Move to approve the Collective Bargaining Agreement with the International Association of Firefighters Local #2551 for Fiscal Year 2017-18 and authorization its execution

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

B. 18-291 Consideration, discussion, and possible approval of and authorization to execute the Professional Services Agreement with Catalyst Commercial for assisting the City in revitalization strategy of the Elm and New Orleans area

Mr. Farhad Daroga stated this item pertained to the revitalization study and proposal for the Elm and New Orleans area. He reported in November 2017 a Request for Proposal (RFP) was submitted, three bids were received, and Catalyst Commercial was selected. He reported Catalyst Commercial was based out of Dallas and was part of the Comprehensive Plan Team hired through Halff and Associates. He explained for this specific project Catalyst would be utilizing ADG, the consulting firm out of Oklahoma City that had assisted Broken Arrow prepare the DROD plan for Downtown in 2017.

Catalyst Commercial President and Founder, Jason Claunch, stated he was honored to be currently engaged in the Comprehensive Plan process. He stated he felt the Elm/New Orleans project created an opportunity to develop a model which could be utilized across the city in terms of the strategic planning currently being considered through the Comprehensive Planning process. He stated Catalyst had extensive experience in revitalization and redevelopment, understood the importance of Community involvement during this process, understood the value of sales tax in Broken Arrow's local economy and planned to create opportunities for reinvestment in the intersection that was meaningful for the Community of Broken Arrow. He asked if there were any questions. There were none.

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

Move to approve the Professional Services Agreement with Catalyst Commercial for small area plan and revitalization strategy of the Elm and New Orleans area

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

C. 18-256 Consideration, discussion, and possible approval of Resolution No. 1082, a Resolution of the City Council of the City of Broken Arrow authorizing initiation of an action for Declaratory Relief against Henry and Vestina Hanewinkel, Brown and Perkins, LLC, and other necessary and appropriate Defendants regarding what zoning classification should be applied to a tract of land consisting of 19.64 acres of land located east of North Elm Avenue, and One-Quarter mile south of Omaha Street in Broken Arrow, Tulsa County, State of Oklahoma, and potentially challenging the requirements of Okla. Stat. tit. 11, § 14-102

Mayor Craig Thurmond stated he had a conflict with this item and turned the item over to Council Member Lester. Mayor Thurmond and Vice Mayor Eudey stepped out of the room for the duration of item discussion and vote at approximately 7:07 p.m.

City Attorney Childs asked for this item to be tabled until after Executive Session.

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

Move to table Item C until after the Executive Session

The motion carried by the following vote:

Aye: 3 - Debra Wimpee, Johnnie Parks, Mike Lester

Mayor Thurmond and Vice Mayor Eudey returned to the room at approximately 7:08 p.m.

D. 18-276 Consideration, discussion, and possible approval of Resolution No. 1088, a Resolution of Necessity to Condemn Property located in the SE/4 of Section 12, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, for the 23rd Street, Houston to Kenosha, Widening Project (Project No. ST0914)

Engineering Director Alex Mills stated this item was a request for approval of a Resolution of Necessity to Condemn a piece of property for the 23rd Street Roadway Project. He explained the third party right of way agent, Universal Field Services, had unsuccessfully tried to negotiate a price for this property. He stated a full appraisal price of \$18,885 dollars was offered and was rejected by the property owner. He reported Broken Arrow would be responsible for 20% of the purchase price and ODOT for 80%; however, no agreed upon price had been reached. He stated staff recommended approval of Resolution No. 1088. He asked if there were questions. Council Member Parks asked if the condemnation would delay the project. Mr. Mills responded in the negative.

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

Move to approve and authorize execution of Resolution No. 1088

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

E. 18-296 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1089, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances

City Attorney Childs reported this provided notification and publication of City or Broken Arrow Code of Ordinances. She stated staff requested approval and authorization of Resolution No 1089.

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

Move to approve and authorize execution of Resolution No. 1089

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

F. 18-261 Consideration, discussion, and possible approval of PUD (Planned Unit Development) 271 and BAZ-1994, Bill Knight Collision, 2.74 acres, CH, north of Kenosha Street, west of 9th Street

Plan Development Manager for Development Services, Larry Curtis, reported Planned Unit Development (PUD) 271 and BAZ-1994 involved a 2.74 acres undeveloped tract located north of Kenosha Street and west of 6th Street. He reported the applicant requested a portion of the site, 1.96 acres, be rezoned from CH, Commercial Heavy, to IL, Industrial Light, and that PUD 271 be approved for the entire site. He stated the applicant for BAZ-1994 requested that the zoning designation for 1.96 acres of the 2.74 acres along the west and north side of the site be amended from CH to IL to accommodate an automotive major repair business, Bill Knight Collision; the remainder of the site would remain CH in anticipation for future use by a potential restaurant facility. He stated the primary deviations associated with the PUD included reduced rear setback along the northern portion of the property and a proposed 6 foot wide internal landscape border, reduced from the 10 foot requirement as standard by zoning code. He reported the property was designated level 6 in the Comprehensive Plan, and while IL zoning was considered in conformance with the Comprehensive Plan, Council had expressed concern about major vehicular car lots and car repair facilities along Kenosha from Elm to Lynn Lane. He reported automotive facilities which occurred along the stretch in recent years had been approved through an ordinance which required a minimum of 2.5 acres. He reported the property associated with PUD 271 and BAZ-1994 would require replatting and access was proposed via an existing driveway along Kenosha Street which was utilized by Andy's Custard and would require a mutual access easement. He stated in the Planning Commission Meeting on January 25, 2018 the Commission recommended approval by a vote of 3 to 0 of PUD 271 and BAZ-1994 subject to conditions 2 through 7 in the recommended staff report, but struck condition 1 which stated that the site plan shall be modified so that the IL use is located in the rear site and that CH use is located in the front site along Kenosha Street. Applicant was not in agreement with the staff recommendation to rotate the site plans. Planning Commission at the time concurred with the applicant and supported the proposed site plan. He stated staff requested Council approve PUD 271 and BAZ-1994 as recommended by Planning Commission. He asked if there were questions.

Council Member Parks asked if the southeast corner portion of the property was designated for a future restaurant. Mr. Curtis responded in the affirmative. He reported the property would be replatted into two separate lots. The southwest side would be for the Collision Center and the remainder lot would be for the proposed restaurant. Discussion ensued regarding access driveways, easement, traffic flow on property, Vice Mayor Eudey asked if this design was not what the city staff had recommended. Mr. Curtis explained that the area along Kenosha Street has been historically an older area with older uses of property, most notably car lots and car repair facilities.

Staff has been actively trying to improve this area as a part of the development, so this type of request was not in line with previous actions by Council, which is why it was suggested to rotate the facility. Vice Mayor Eudey stated that his understanding was to beautify and improve this road with focus on restaurants and retail shops. Mr. Curtis replied in the affirmative.

Mr. Malek Elkhoury, with Khoury Engineering, the applicant was there to represent Mr. Bill Knight, who he introduced.

Mr. Bill Knight stated his address was 5015 East 118 Place. He stated he currently owned the service shop located on South Memorial behind the Ford Dealership and had calculated in 2017 approximately 3.5 million dollars of his business emanated from people who had Broken Arrow addresses and he felt opening at the proposed Broken Arrow location would add convenience to his existing Broken Arrow customers and bring that money back into the city. He stated he had received two proposals from restaurants interested in building on the proposed small site, one a fast food restaurant and one a fast food casual restaurant and he was currently in conversation with the Planning Commission in this regard. Mr. Knight spoke to the issue about rotating the building, he felt that he could very well find a piece of commercial property with no frontage, so to him this became a non-starter if his repair facility were to be hidden. He stated he felt he could bring a successful business to Broken Arrow, given he had existing clients in Broken Arrow and the interest shown in the portion of the property proposed for restaurant use. He stated he was excited about the possibilities.

Council Member Lester asked if positioning the doors to the back of the property could be a consideration. Mr. Knight responded the option given him was to rotate the entire site putting his business on the back portion of the property which would eliminate visibility of his business on Kenosha. Vice Mayor Eudey stated he struggled with approval of this PUD as it would be establishing a precedent Broken Arrow had been trying to move away from; building car service type businesses along this portion of Kenosha. Mr. Malek Elkhoury, the applicant, stated the business front facing Kenosha did not have the appearance of a collision or auto body shop; it was designed to look retail. He stated the architect planned additional modifications of the west elevation fronting 6th street to include additional masonry and landscaping. Mr. Knight stated the building was air conditioned; therefore, the bay doors would be kept closed and the fencing was designed to hide wrecked vehicles on location. He stated with the aid of Mr. Elkhoury a great effort had been made to design a business which was pleasing visually.

Discussion ensued regarding repositioning the lot sites to move the business onto the back of the property, reasons why this was acceptable and desirable to Council, and reasons why it was unacceptable to Mr. Knight. Mr. Malek Khoury stated it had been suggested to the Planning Commission to leave the front 30 feet of the property zoned CH where Mr. Knight would place his offices. He reported the Planning Commission did not feel this was necessary; however, he and Mr. Knight were willing to build in this way if it was preferred. Mr. Curtis stated while the zoning would stay the same the use would still be a collision center and this was the difficulty. Vice Mayor Eudey agreed and stated he would be more comfortable if Mr. Knight's business was located at the back of the property which would be consistent with the look and feel Broken Arrow was attempting to establish on Kenosha. Mr. Knight stated in regards to the success of his business behind the Ford Dealership, the new location would be half the size of the current location which had to be taken into consideration in terms of traffic and activity. Council Member Lester stated Mr. Knight was already a branded business and he agreed with Vice Mayor Eudey; he felt Mr. Knight would be successful in Broken Arrow without full visibility from Kenosha.

Council Member Parks stated he was worried if the building was moved to the back of the property the parking would be moved to the front. He stated he liked the look of the current proposed building and he did not want cars in disrepair parked out front. Mr. Curtis stated Mr. Knight intended to build a masonry fence surrounding the area that housed wrecked cars. Council Member Lester agreed he liked the look of the building as well; however, Council was attempting to make Kenosha a more retail focused area rather than service. Mr. Knight stated his facility on South Memorial abutted a housing development; therefore he was used to being quiet and particular about what the facility looked like inside and out. He stated he understood the importance of being presentable and felt Broken Arrow would be proud to have his business along Kenosha. Council Member Lester asked if the bay doors had windows. Mr. Knight responded in the negative.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.
Move to approve PUD 271 and BAZ-1994 as recommended by the Planning Commission
The motion carried by the following vote:

Aye:	4 -	Debra Wimpee, Johnnie Parks, Mike Lester, Craig Thurmond
Nay:	1 -	Scott Eudey

- G. 18-268
- Consideration, discussion, and possible approval of PUD (Planned Unit Development) 272, Restore House 0.64 acres, DM to PUD-272/DM, on the northwest corner of West Knoxville Street and South Main Street**
Mr. Larry Curtis reported the applicant proposed to use the existing building and structure as an outdoor event facility. He stated the proposed Restore House would provide a casual place which offered a comfortable space for weddings, parties, gatherings and photographers. He stated

facilities used primarily as event centers were categorized as a place of assembly and were allowed by right in ON (Office Neighborhood) zoning districts or by specific use permit within all agricultural, residential, mixed use and commercial office zoning districts. He reported the proposed Restore House met all but one of the requirements of a specific use permit, having less than a lot area of 2 acres; however, instead of a specific use permit the applicant had submitted a PUD. He stated no new buildings were proposed and the existing building would be used. He stated PUD 272 stated the hours would be from 8 AM until 10 PM, customers who rented the venue would rent for specific time slots per contract, and in compliance with city noise ordinance the customer was required to acknowledge the Ordinance and all noise must end by 10 PM. He reported the property associated with PUD 272 was designated as level 5 in the Comprehensive Plan which stated conservation, preservation and redevelopment was encouraged in level 5; with PUD 272 the applicant was making an effort to preserve the existing structure on the property; therefore, the development proposed with PUD 272 was in accordance with the Comprehensive Plan. He stated the Planning Commission recommended a conditional approval by a vote of 4 to 0 of PUD 272 subject to the conditions of approval indicated in the Planning Staff Report. He stated staff recommended approval of PUD 272 per Planning Commission recommendations. He asked if there were questions.

City Manager Michael Spurgeon stated a few months ago several citizens expressed concerns about Restore House which prompted City Staff to contact the owners of Restore House who had been cooperative in addressing noise and compliance issues. He stated he recommended Council approve PUD 272 as he felt Restore House was a good business and was very responsive to directives from city staff. Mayor Thurmond stated this new location for Restore House could solve the prior issues. Vice Mayor Eudey agreed.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.

Move to approve PUD 272 as recommended by the Planning Commission and staff

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

H. 18-269 Consideration, discussion, and possible action regarding PUD (Planned Unit Development) 270, Rose Event Center 0.48 acres, DM to PUD-270/DM, between Indianola Street and Jackson Street along South Main Street

Mr. Larry Curtis reported the applicant proposed to use the existing building for an indoor event facility. He reported the proposed Rose Event Center would provide a venue for weddings, receptions, class reunions, family reunions, birthdays, anniversaries, etc. He stated facilities used primarily as event centers were categorized as a place of assembly and were allowed by right in ON (Office Neighborhood) zoning districts or by specific use permit within all agricultural, residential, mixed use and commercial office zoning districts. He reported the proposed Rose Event Center met all but one of the requirements of a specific use permit, having less than a lot area of 2 acres; however, instead of a specific use permit the applicant had submitted a PUD. He reported the property associated with PUD 270 was designated as level 5 in the Comprehensive Plan which stated conservation, preservation and redevelopment was encouraged in level 5; with PUD 270 the applicant was making an effort to preserve the existing structure on the property; therefore, the development proposed with PUD 270 was in accordance with the Comprehensive Plan. He stated the applicant suggested an 8 foot fence could be built along the abutting residential district if necessary and in addition PUD 270 indicated no outdoor music would be allowed on premise and hours would be limited to 2 AM unless there was a lock-in party. He stated the Planning Commission recommended a conditional approval by a vote of 4 to 0 of PUD 270 subject to the conditions of approval included in the Planning Commission Fact Sheet. He reported two citizens spoke against the item and voiced concerns about parking, trash on site, and loud noises from various events in the past. He stated staff recommended approval of PUD 270 per Planning Commission recommendations. He asked if there were questions.

Mayor Thurmond stated this sounded like it would solve some of the past issues. Vice Mayor Eudey stated he noted the Fact Sheet indicated a 6 foot or 8 foot fence and asked which it was. Mr. Curtis stated staff recommended an 8 foot fence. Council Member Wimpee asked if the fence would enclose the back of the property in its entirety. Mr. Curtis responded in the affirmative, if it was the desire of the Council. Vice Mayor Eudey stated he was concerned about the 2 AM timeframe as indoor facilities could produce large amounts of noise which could be a disturbance. Mr. Curtis stated through the PUD process Council could limit the time that events were held within the facility. Mayor Thurmond stated there was a Noise Ordinance in the area and noise complaints after 10 PM would constitute a citation. Council Member Lester asked if the previous concerns had been addressed. Mr. Curtis responded in the affirmative.

City Manager Spurgeon thanked Michael Skates, his staff, and the Chief of Police for the community relations developed with this Event Center. He stated the Event Center had serious matters which needed investigation and he applauded the Chief for his efforts to make the Event Center understand the importance of being a good neighbor. He stated he recommended approval of the PUD, and while he understood the Vice Mayor's concerns the Event Center had shown great cooperation in addressing the previous complaints.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.

Move to approve PUD 270 as recommended by the Planning Commission and staff

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

I. 18-298 Consideration, discussion, and possible approval of the appointment of Pablo Aguirre to the City of Broken Arrow Planning Commission to replace Carolyn Isbell-Carr for the remainder of a three-year term to expire May 1, 2018

Mr. Larry Curtis stated Carolyn Isbell-Carr had served the Planning Commission well over the years, but needed to step down; therefore a replacement was required. He stated Mayor Thurmond and Council Member Lester suggested Council appoint Pablo Aguirre to the Planning Commission. He reported Mr. Aguirre has served on the Board of Adjustment for one year and was interested in continued service to the community. He reported Mr. Aguirre had a Bachelor's Degree from Oklahoma State University and had a history of working with other community volunteer organizations. He stated this action would remove Mr. Aguirre from the Board of Adjustment and appoint him onto the Planning Commission for the remainder of Ms. Carr's tenure which would expire May 1, 2018; at that time Mr. Aguirre could be reappointed to the Planning Commission.

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

Move to approve the appointment of Pablo Aguirre to the serve on the City of Broken Arrow Planning Commission for the remainder of a three-year term to expire May 1, 2018

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

10. Preview Ordinances

There were no Preview Ordinances.

11. Ordinances

A. 18-221 Consideration, discussion, and possible adoption of Ordinance No. 3507, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving portions of BAZ 1655, BAZ 1827, and BAZ 1904, generally located north of Omaha Street, one-quarter mile west of 27th Street, granting a RS-3 zoning classification be placed upon the tract along with PUD 225, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

City Attorney Beth Anne Childs stated Items A through E were routine matters, ordinances required to finalize zoning. She stated Council had been fully briefed on each previously. She stated staff recommended adoption of items A through E separately and approval of the individual emergency clauses.

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

Move to adopt Ordinance No. 3507

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Move to approve the emergency clause

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

B. 18-247 Consideration, discussion, and possible adoption of Ordinance No. 3508, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1685, generally located one-quarter mile east of Olive Avenue, one-half mile north of Jasper Street, granting a RS-3 zoning classification to be placed upon the tracts, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

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

Move to adopt Ordinance No. 3508

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Move to approve the emergency clause

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

C. 18-255 Consideration, discussion, and possible adoption of Ordinance No. 3509, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1815, generally located one-third mile west of Evans Road, south of State Highway 51, granting an IH zoning classification be placed upon the tract along with PUD 248, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

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

Move to adopt Ordinance No. 3509

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Move to approve the emergency clause

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- D. 18-254** **Consideration, discussion, and possible adoption of Ordinance No. 3510, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1803, generally located one-quarter mile south of Omaha Street, west of Aspen Avenue, granting a CH zoning classification be placed upon the tract along with PUD 209, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

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

Move to adopt Ordinance No. 3510

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Move to approve the emergency clause

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- E. 18-252** **Consideration, discussion, and possible adoption of Ordinance No. 3511, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1790, generally located one-half mile south of Washington Street, east of Aspen Avenue, granting an ON zoning classification be placed upon the tract along with PUD 158B, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

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

Move to adopt Ordinance No. 3511

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Move to approve the emergency clause

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- F. 18-306** **Consideration, discussion, and possible adoption of Ordinance No. 3512, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-1986, granting PUD-266 (Planned Unit Development) and Residential Multi-Family zoning classification be placed upon the tracts, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

Mayor Thurmond and Vice Mayor Eudey stepped out of the room for the duration of item discussion and vote due to conflict at approximately 7:50 p.m.

City Attorney Childs stated this item was unusual. She explained staff normally did not present an adopted ordinance for consideration so quickly after it had been conditionally approved by the Council; however, state law provided in order for zoning to be finally, not conditionally, changed, an ordinance had to be adopted by Council and in order for an ordinance to pass it took a majority of the full Council. She explained this meant all three remaining Council Members were required to vote yes for this item to pass and the zoning to be changed. She stated, for transparency, there was pending litigation regarding this case; local residents had filed a lawsuit against the city and the developers regarding this rezoning application. She explained there had been confusion regarding the prior vote; the surrounding land owners took the position that the zoning was not approved and the landowners took the position that the zoning was approved. She stated this vote would settle matters once and for all. She stated the Declaratory Judgment Action was the reason, in addition to the pending litigation, that staff deviated from normal process in bringing this before Council. She reported staff felt if the Council was to conditionally approve this, and sometime in the future it returned and the Ordinance was not adopted, it would expose the city to considerable liability. She asked if there were any questions.

Council Member Wimpee stated she was still concerned about the strain on infrastructure, on schools, and on public safety in the area. She stated she had not heard how any of her concerns were to be addressed if 300 additional units were built in this location. She explained it was not the project itself which concerned her, it was the area.

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

Move to approve Ordinance No. 3512

The motion carried by the following vote:

Aye: 2- Johnnie Parks, Mike Lester
Nay: 1 - Debra Wimpee

City Attorney Childs stated, for clarification, the Ordinance did not pass.

Mayor Thurmond and Vice Mayor Eudey returned to the room at approximately 7:54 p.m.

G. 18-285 Consideration, discussion, and possible adoption of Ordinance No. 3514, an Ordinance annexing property located in the East Half (E/2) of the Southwest Quarter (SW/4) of Section Eleven (11), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), Wagoner County, State of Oklahoma, and generally located North of Houston Avenue, between Midway Road and South 273rd East Avenue, repealing all ordinances to the contrary; and declaring an emergency

City Attorney Childs stated a Public Hearing had been held at the previous meeting regarding the annexation of 38.72 acres of land into the City. She reported all the statutory requirements had been met, the Ordinance had been previewed and this was the final step. She requested Council adopt Ordinance No. 3514 and approve the emergency clause.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.

Move to adopt Ordinance No. 3514

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Move to approve the emergency clause

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

12. Remarks and Inquiries by Governing Body Members

Council Member Parks he attended a city breakfast a week ago and he and staff thoroughly enjoyed the breakfast. He stated morale was high and he complimented the staff member(s) who organized the event. He stated he would be in favor of holding this breakfast event more regularly. Vice Mayor Eudey agreed and he stated he enjoyed it and had been stopped by several staff members on his way out who intimated the event had been a morale booster.

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

City Manager, Michael Spurgeon, congratulated the city employees who completed the COBA-U program. He stated when he began in his position as City Manager two years ago he noted the need for improved continuity of government. He learned that there was a need for individuals in other departments to have a better understanding of how the other respective departments operated within the city. He stated he also believed in promoting from within and this was more successful if those seeking advancement had an understanding of the culture of an organization and a familiarity with operational procedures. He stated COBA-U taught how the different departments operated and promoted needed interdepartmental relationships. He thanked HR Director Jannette McCormick for her stewardship and City Attorney Beth Anne Childs for her support and promotion of the program.

City Manager Spurgeon thanked City Council for awarding the marketing study contract being undertaken for 101st and Elm Place to Catalyst. He stated ten years ago the city had the foresight to do a similar study for the Downtown area and he believed this study was just as needed and would prove just as beneficial. He reported Catalyst would not only determine what businesses would be most successful in the area, it also would make necessary connections with realtors and businesses to help bring the desired changes about. He stated he felt Catalyst was the best choice and he looked forward to working with them.

City Manager Spurgeon reported the General Obligation Bond Public Forums were beginning this Thursday night at 6:00 PM. He reported the first Public Forum would be held in south Broken Arrow, then at Forest Ridge, and then at Battle Creek. He stated, for public informational purposes, the Public Forums would consist of a welcome from the Mayor and a few brief comments from Council Members regarding the importance of the forums and the GO Package, a short explanation by him regarding the process and vote dates, and finally residents would have the opportunity to wander the room and visit with the different departments to ask questions and learn about the various projects. He explained there would be scribes at each station to record resident's comments and questions, a report would be compiled from this feedback, and the feedback report would be used to assist in paring down the package, this compilation would take at least a month. He stated he was looking forward to Thursday night's Forum.

At approximately 8:03 p.m. Mayor Thurmond stated he would entertain a brief recess to enter into Broken Arrow Municipal Authority and Broken Arrow Economic Development Authority.

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

Move for brief recess to meet for BAMA and BAEDA

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

At approximately 8:05 p.m. Mayor Thurmond reconvened the regular session of the City Council Meeting. He stated there was an Executive Session and he called for a motion for a brief recess to clear the room for the Executive Session.

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

Move for a brief recess to clear the room for the Executive Session

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

Mayor Thurmond and Vice Mayor Eudey left the room at approximately 8:06 p.m. for the duration of the Executive Session and did not return for the regular session of the City Council Meeting that was reconvened and opened to the public.

At Approximately 8:14 p.m. Council Member Lester asked for a motion to enter into Executive Session.

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

Move to enter into the Executive Session

The motion carried by the following vote:

Aye: 3 - Debra Wimpee, Johnnie Parks, Mike Lester

14. Executive Session

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

Litigation, including potential resolution, of a matter involving a case titled Henry and Vestina Hanewinkel v. City of Broken Arrow, et al, Case No. CJ-2018-00012, in the District Court of Tulsa County, State of Oklahoma, and potential filing litigation against Henry and Vestina Hanewinkel, Brown and Perkins, LLC, and other necessary and appropriate Defendants and potentially challenging the requirements of Okla. Stat. tit. 11, § 14-102 and taking appropriate action in open session, including possible authorization to settle this litigation, under 25 O.S. §307(B)(4).

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

At approximately 8:40 p.m. the regular session of the City Council Meeting was reconvened and the room was opened to the public.

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

Move to find the Executive Session was necessary to process the pending litigation in the public interest

The motion carried by the following vote:

Aye: 3 - Debra Wimpee, Johnnie Parks, Mike Lester

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

Move to approve Resolution No. 1082

The motion carried by the following vote:

Aye: 3 - Debra Wimpee, Johnnie Parks, Mike Lester

15. Adjournment

The meeting adjourned at approximately 8:42 p.m.

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

Move to adjourn

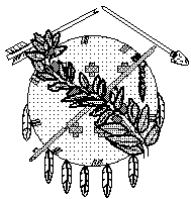
The motion carried by the following vote:

Aye: 3 - Debra Wimpee, Johnnie Parks, Mike Lester

Attest:

Mayor

City Clerk



City of Broken Arrow

Fact Sheet

File #: 18-315, Version: 1

**Broken Arrow City Council
Meeting of: 03-06-2018**

To: Mayor and City Council
From: City Manager's Department
Title:

Approval of a Service Agreement Renewal with SeeClickFix to provide software services for the online citizen reporting tool and mobile application

Background:

SeeClickFix is an online service that allows citizens to easily and officially report non-emergency concerns to the City. The system can be accessed online via a mobile device or a computer. This renewal is for the third year of the five-year agreement term.

Funding for this service is available in the current fiscal year budget through BAMA and General Funds, and is subject to annual appropriation.

Cost: \$27,545 annually

Prepared By: Jennifer Hooks, Community Relations Liaison

Reviewed By: Finance Department
Legal Department

Approved By: Russell Gale, Acting City Manager

Attachments: Service Agreement

Recommendation: Approve the Service Agreement Renewal.

SeeClickFix

746 Chapel Street, 3rd Floor, New Haven, CT

Prepared for: Broken Arrow, OK
Population: 103,500
Price bracket: 104,000

Quote issued 3/28/2016
Valid 30 days

PACKAGES

REQUEST		WORK		ADDITIONAL	
Citizen Users	1.00%	Internal Users	6	Engage	1
Base Price	\$848 /month	Base Price	\$424 /month	Analyze	1
\$ / Citizen	\$1.00 /month	\$ / Gov User	\$20 /month	Modules	\$424 /month
Request : External Communication Tools		Work : Internal Communication Tools		Engage	
<ul style="list-style-type: none"> • Unlimited government users • Unlimited external request categories • External status updates and comments • Call taker interface • SeeClickFix iOS and Android apps • Website and Facebook widgets • All future Request improvements 		<ul style="list-style-type: none"> • Unlimited internal work categories • Internal commenting and @mentions • Assignment and priority • SLAs and email routing • iOS and Android field mobile apps • Custom Field Apps (w/ 10+ users) • All future Work improvements 		<ul style="list-style-type: none"> • Custom iOS and Android Apps • Citizen notifications • Mobile Content Management • All future Engage improvements 	
				Analyze	
				<ul style="list-style-type: none"> • Insight analytics tool • All future Analyze improvements 	

QUOTE

	\$ / Citizen	\$ / Worker	Request	Work	Engage	Analyze	List	Monthly Cost	Annual Cost*	Annual Savings
5 Year Contract	\$0.70	\$14.00	\$1,573	\$508 Waived	\$297	\$297	\$3,275	\$2,166	\$25,993	\$13,307

**Payment for Broken Arrow, OK deferred until July 1, 2016.

Terms & Conditions <http://legal.seeclickfix.com/terms-and-conditions/>

SeeClickFix and the City of Broken Arrow have caused this Contract to be executed as of the date signed by the City of Broken Arrow, which will be the Effective Date.

SeeClickFix

Name:

Title:

Date:

Signature:

City of Broken Arrow, OK

Name:

Title:

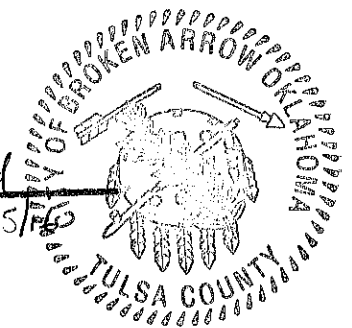
Date:

Signature:

Michael J. Spurgem
City Manager
April 5, 2016
Spurgem, Michael
City Manager

ATTEST:

Iva Blackford
Seal CITY CLERK 4/5/16





The english language version of the Terms and Conditions is the authoritative version of the terms. The machine translation is provided for the convenience of the user. Any discrepancy between different language versions should be resolved with the english language version being correct.

Select Language ▼

SeeClickFix Terms and Conditions

These Terms and Conditions, inclusive of the Scope of Services Proposal ("the SSP") to which they are inextricably linked, will apply as of the Effective Date (specified in the SSP) to the customer ("Customer") in relation to SeeClickFix Inc, a Delaware Corporation located at 746 Chapel St, New Haven, CT 06510 ("SeeClickFix", and together "the Parties"). WHEREAS, the Customer desires that SeeClickFix provide certain software services as described herein. WHEREAS, SeeClickFix desires to deliver such software services under these terms and conditions.

A. Term and Termination

1. SeeClickFix and the Customer will implement the services described in the SSP as soon as reasonable. These Terms and Conditions will apply throughout the SSP-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year, and shall include changes to these Terms and Conditions which may be enacted by SeeClickFix alone. Should either party decide not to extend the term, such party must notify, in writing, the other party at least 90 days prior to the end of the current term.
2. *Termination for Cause.* If either party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate all services as of the date specified in such notice of termination.
3. *Survival.* The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(3), C, D, E and F (except F.3).

B. Services of SeeClickFix

SeeClickFix will provide on a hosted, software-as-a-service basis, access to the Services described in the foregoing Order Form, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos. While the content of users of the Software is governed by SeeClickFix's published Terms of Use, SeeClickFix may not be able to control the exact nature of this content. SeeClickFix reserve the right to edit User Content, but does not have an obligation to edit the content. Although SeeClickFix may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

C. Ownership. With the exception of Customer's trademarks and logos,

SeeClickFix shall be the sole and exclusive owner of any and all SeeClickFix Materials, including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created them. No ownership of any SeeClickFix Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

D. Exclusions of Warranties and Limitations of Liability.

SEECCLICKFIX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CLIENT, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SEECCLICKFIX MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER SEECCLICKFIX NOR THE CITY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SEECCLICKFIX FROM THE CITY FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$5,000 WHICHEVER IS LESS.

E. Arbitration, Governing Law and Venue

1. *Arbitration.* The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.
2. *Law.* The laws of United States and the State of Connecticut shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the State of Connecticut and federal courts located in the State of Connecticut.

F. General

1. *Independent Contractor Relationship.* SeeClickFix is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.
2. *Notices.* Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to SeeClickFix: SeeClickFix Inc., Attn: Contract Administrator to team@seeclickfix.com, with an email response confirming receipt by SeeClickFix. If to Customer: as addressed in the SSP. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.
3. *Publicity.* The Parties agree that the Parties may reference the other party as a client or vendor, including using the Client name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the SeeClickFix Software or its features will be accompanied by a reference that it is provided by SeeClickFix.
4. *Amendment or Waiver.* No amendment or modification of these Terms and Conditions by the Customer shall be valid.
5. *Headings and Captions.* The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.
6. *Severability.* If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the parties' original intent.
7. *Counterparts.* The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.
8. *Entire Contract.* These Terms and Conditions, inclusive of the SSP to which they are inextricably linked, constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality Contracts, and other Contracts and communications, oral or written, between the parties regarding such subject matter.
9. *Assignment.* SeeClickFix may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.

**CITY OF BROKEN ARROW ADDENDUM TO THE SECLICKFIX AGREEMENT BETWEEN
SECLICKFIX, Inc. AND THE CITY OF BROKEN ARROW**

Notwithstanding anything contained in the Agreement to which this Addendum is attached, the following definitions, terms and conditions, including any other provisions listed in the Addendum, shall control to the exclusion of any different or contrary statement contained anywhere else in the Agreement.

Term and Pricing

The term of this Agreement shall be 12 months from the Effective Date and shall be renewable on an annual basis by agreement of the parties.

Governing Law

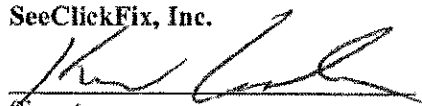
This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to the conflicts of laws or rules of any jurisdiction.

Annual Appropriation

The City of Broken Arrow shall not budget any funds to cover any contingent liabilities contained in this Agreement.

Dated this _____ day of _____, 2016.


SeeClickFix, Inc.


Signature


Kevin Cook
Printed Name

VP Finance
Title (Must be RSM)

APPROVED AS TO FORM:


Kimberly Slinkard, Assistant City Attorney

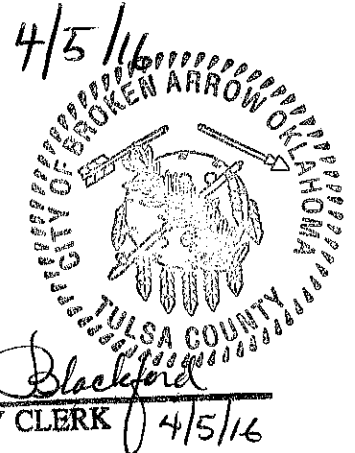
City of Broken Arrow, Oklahoma

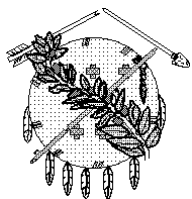

Signature: City Manager

Spurgeon, Michael L
Printed Name

ATTEST:


(Seal) CITY CLERK





City of Broken Arrow

Fact Sheet

File #: 18-330, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

To: Mayor and City Council

From: City Manager's Office

Title:

Approval of and authorization to execute an amended use agreement with the Broken Arrow Historical Society for fiscal year 2017-2018

Background:

The attached amended use agreement permits the Broken Arrow Historical Society to utilize space within the Museum Broken Arrow located at 400 S. Main Street. The following changes are being made to the use agreement:

- 1) The City shall agree to provide one time funding in the amount of \$19,650.00, for improvements to the Licensee's Gift Shop area, such as cabinetry, cashier equipment, electrical improvements, and other merchandise displays.
- 2) The Community Relations Liaison will be the primary contact between the City and the History Museum instead of the Parks and Recreation Director.

This amended use agreement will commence upon execution and end on June 30, 2018 and may renew annually by agreement of the parties.

Cost: \$19,650.00

Prepared By: Jennifer Hooks, Community Relations Liaison

**Reviewed By: Finance Department
Legal Department**

Approved By: Russell Gale, Acting City Manager

Attachments: Amended Broken Arrow Historical Society Use Agreement

Recommendation:

Approve the Broken Arrow Historical Society Amended Use Agreement and authorize its execution.

**AMENDED AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE
BROKEN ARROW HISTORICAL SOCIETY**

This Agreement is entered _____ day of _____, 2018, by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Historical Society (**Licensee**).

I. LICENSE

City grants a non-exclusive license and agrees to allow **Licensee** to use facilities in the City of Broken Arrow popularly known as the Historical Museum located at 400 S. Main St. (**Premises**).

City agrees to pay for the electrical and natural gas costs of the **Premises** during the full term of this Agreement, not to exceed \$24,000.00

Licensee shall provide at least one individual to monitor the **Premises** during all **Licensee** activities.

Within its limitations as a non-profit 501C3 organization, **Licensee** may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with **Licensee's** status, the **City** reserves the right to examine **Licensee's** financial statements upon request.

Licensee shall perform all scheduling and reservations of the **Premises**. **Licensee** shall allow the City to use, at no charge, the 3rd floor meeting space when schedule permits. City will pay **Licensee** for any museum staff's overtime expense.

In accordance with City of Broken Arrow Ordinance No. 2821, the **Historical Society** is permitted to serve alcohol, subject to licensing by the Alcoholic Beverage Laws Enforcement Commission (ABLE). The **Historical Society** shall gain appropriate Special Event licensing from the ABLE Commission for such permission. A copy of such license shall be provided to the **City**. The City then issues its own permit to the Historical Society. In the event that only low-point beer will be served, only the City's permit must be obtained.

The **City** shall appoint one person who may attend meetings as needed of the **Licensee** Board of Directors. **Licensee** shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the **City** and the **Licensee**.

II. TERM

The term of this license shall commence upon execution, and shall expire on June 30, 2018, unless sooner terminated in accordance with the terms and conditions of the Agreement. This agreement does not renew automatically. The Agreement may renew annually by agreement of the parties.

III. IMPROVEMENTS

The **Premises** shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission of the Community Relations Liaison or designee (**Liaison**). The City shall agree to provide one time funding in the amount of \$19,650.00, for improvements to

the Licensee's Gift Shop area, such as cabinetry, cashier equipment, electrical improvements, and other merchandise displays.

No other improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the **Liaison**.

Licensee shall contract directly with the telephone company for monthly service and telephone installation on the **Premises**.

Any improvements, structures or fixtures of any kind, which are built or brought upon said property, shall become the property of the **City** upon the termination of this Agreement unless the **City** gives prior written permission for their removal. The structures involved in displaying artifacts in the exhibit gallery shall remain the property of the Historical Society. Any additions or modifications authorized to be removed shall be removed in a manner approved by the **Liaison** immediately upon termination of the Agreement and **Licensee** shall restore the **Premises** to the condition that existed prior to the additions or modifications.

Licensee may not have, remove or change any locks on the **Premises** without the prior approval of the **Liaison** and without first supplying the **Liaison** with combination or key to all locks.

IV. MAINTENANCE

Licensee acknowledges that it has inspected the **Premises** thoroughly, and has full knowledge of the conditions of the **Premises**. The **City** makes no representations or warranties, express or implied, as to the condition of the **Premises**.

Licensee shall inspect the **Premises** immediately before and immediately after each use, and shall immediately notify the **Liaison** of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **Licensee** shall not allow individuals to utilize the **Premises** until the defective portion of the **Premises** has been repaired or replaced.

Licensee agrees to take all reasonable precautions to prevent waste, damage or injury to the **Premises** by **Licensee** or by any competitors, volunteers, guests, invitees or others who may be on the **Premises**.

The **City** shall replace or repair any major maintenance item that is not routine in nature of the **Premises** in need of such service due to normal and routine wear and tear, which may include the plumbing, electrical, HVAC systems, and structural components of the **Premises**, the parking areas and outdoor lighting fixtures. The **Licensee** shall replace or repair any minor maintenance item that is routine in nature of the **Premises**, which may include the plumbing, electrical, HVAC systems, and structural components of the **Premises**, the parking areas and outdoor lighting fixtures. The **Licensee** shall mow and fertilize outdoor areas surrounding the **Premises**. The **Licensee** will be

responsible for the replacement or repair any portion of the actual structures involved in displaying artifacts in the exhibit gallery.

Licensee shall perform all custodial duties of the **Premises** as needed, and on a regular basis to ensure cleanliness of facility. **Licensee** shall pick up all trash and deposit the same in a commercial dumpster provided by the **Licensee**.

Licensee shall maintain climate control devices at reasonable levels. **Licensee** shall keep the lights turned off in areas not being used, and turn off all lights when leaving the **Premises**.

Licensee shall lock and secure the **Premises** after each use.

Licensee shall promptly reimburse the **City** for the cost of parts and labor for any replacement or repair or routine maintenance on the **Premises** as a result of the acts of **Licensee** or by its competitors, volunteers, guests, or invitees, and for the **City's** cost in performing any of **Licensee's** contractual duties.

The **City** retains the right to enter any portion of the **Premises** at any and all times, without prior notice, to inspect the **Premises** or to conduct maintenance or repairs, or for the purpose of determining whether **Licensee** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the **City** under this Agreement.

V. INDEMNIFICATION

Licensee is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **Licensee** or its officers, employees, contractors or representatives for any purpose. **Licensee** understands that all persons furnishing services in implementing this Agreement are employees solely of **Licensee**, and **Licensee** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

As partial consideration for this Agreement, **Licensee** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **Licensee**, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **Licensee** activities, or **Licensee's** performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and

exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

Licensee shall provide the **City** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, and actual or anticipated disputes with or claims by any individual.

VI. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the **City's** right to indemnification, **Licensee** and each of its contractors, shall obtain insurance in no less than or in terms more restrictive than the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence; and Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. **Licensee** shall include the **City** as an Additional Insured on all required insurance policies. **Licensee** shall also require its contractors to list the **City** as an Additional Insured. **Licensee** shall submit certificates of insurance to the **City's** Risk Manager for approval before allowing any individuals, including but not limited to any contractors, to commence work or engage in any activities under this Agreement. **Licensee** and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating and which are licensed and admitted to write insurance business in Oklahoma. Failure of **Licensee** or its contractors to obtain and maintain any required insurance does not relieve **Licensee** from any liability hereunder.

VII. DEFAULT/TERMINATION

This Agreement shall be subject to termination upon the failure of **Licensee** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. The right to terminate this Agreement upon default of **Licensee** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **City** from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **Licensee**.

This Agreement is not a waiver of any permit or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **Licensee** shall conform to and abide by all Federal, State and local laws and regulations, including, but not limited to all laws regarding employment of aliens, and that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

The parties have caused this Agreement to be executed on the dates hereinafter set forth.

As approved to form:

City of Broken Arrow

Assistant City Attorney

By: _____
Michael L. Spurgeon, City Manager

Attested:

City Clerk / Seal

Broken Arrow Historical Society

By: _____
President

Printed Name: _____

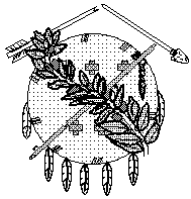
Mailing Address (other than the premises address):

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this ____ day of _____, 2018, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and as President of Broken Arrow Historical Society., acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public



City of Broken Arrow

Fact Sheet

File #: 18-316, Version: 1

**Broken Arrow City Council
Meeting of: 03-06-2018**

**To: Mayor and City Council
From: City Manager's Office**

Title:
Approval of and authorization to execute Resolution No. 1091, a Resolution of the Broken Arrow City Council requesting that the Oklahoma Department of Transportation (ODOT) allow the City of Broken Arrow to place two purple heart signs on the Broken Arrow expressway in recognition of the service and sacrifice of the men and women of Broken Arrow who have served our country

Background:

On August 1, 2017, the City Council approved a Proclamation declaring the City of Broken Arrow as a Purple Heart City in recognition of the service and sacrifice of the men and women of Broken Arrow who have served our country.

The local Purple Heart chapter has requested a Resolution from the City Council to provide to the Oklahoma Department of Transportation in order to give the City of Broken Arrow permission to install two Purple Heart signs on the Broken Arrow Expressway. The suggested locations of the requested signs are eastbound, just west of the 145th Avenue exit and westbound, located between County Line Road and the Kenosha Street exit.

Cost: \$0.00

Prepared By: Jennifer Hooks, Community Relations Liaison

Reviewed By: Legal Department

Approved By: Russell Gale, Acting City Manager

Attachments: Resolution No. 1091

Recommendation: Approve Resolution No. 1091 and authorize its execution.

RESOLUTION NO. 1091

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL REQUESTING THAT THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) ALLOW THE CITY OF BROKEN ARROW TO PLACE TWO PURPLE HEART SIGNS ON THE BROKEN ARROW EXPRESSWAY IN RECOGNITION OF THE SERVICE AND SACRIFICE OF THE MEN AND WOMEN OF BROKEN ARROW WHO HAVE SERVED OUR COUNTRY

WHEREAS, the citizens of Broken Arrow have great admiration and deep gratitude for the men and women who have selflessly served their county and this community in the Armed Forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or who have made the ultimate sacrifice in combat; and

WHEREAS, the contributions of the men and women from the City of Broken Arrow who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, the City of Broken Arrow appreciates the sacrifices our Purple Heart recipients have made in defense of our freedoms and wishes to acknowledge their courage by honoring and supporting them; and

WHEREAS, the City of Broken Arrow wishes to place two Purple Heart signs on The Broken Arrow Expressway in recognition of the service and sacrifice of the men and women of Broken Arrow who have served our country; and

WHEREAS, on the 1st day of August, 2017, The Broken Arrow City Council proclaimed the City of Broken Arrow as a Purple Heart City; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF BROKEN ARROW THAT the City requests that ODOT allow the City of Broken Arrow to place two Purple Heart signs on The Broken Arrow Expressway in recognition of the service and sacrifice of the men and women of Broken Arrow who have served our country.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL this 6th day of March, 2018.

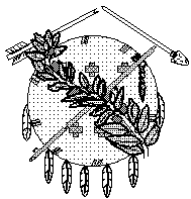
ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

Assistant City Attorney



City of Broken Arrow

Fact Sheet

File #: 18-322, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

To: Mayor and City Council

From: Office of City Manager

Title:

Approval of and authorization to purchase four (4) 2018 Ford Taurus Sedans from Bill Knight Ford as bid, pursuant to the Oklahoma statewide vehicle contract for the Police Department

Background:

The State of Oklahoma currently has three vendors with competitive bids for 2018 Sedans. Law enforcement agencies throughout the State of Oklahoma are able to purchase vehicles at the state contract price, which is advantageous to the political subdivisions by allowing them to make purchases at a lower price. The Police department is seeking to purchase four (4) Sedans from the state bid contract.

All vendor bids included identical 3yr/36k bumper to bumper and drive train warranties. With options desired, Bob Hurley Ford submitted the lowest state bid price of \$20,995.00 for the Ford Taurus. The additional cost of requested options is reflected in the attached bid tabulation.

Funds have been appropriated and are available in the Public Safety Sales Tax Fund in the amount of \$84,000.00 for the purchase of police vehicles.

Staff recommends approval of State Contract purchase with Bill Knight Ford.

Cost: \$83,980.00

Prepared By: Brandon C. Berryhill, Chief of Police

**Reviewed By: Police Department
Finance Department
Assistant City Manager - Administration
Legal Department**

Approved By: Michael Spurgeon, City Manager

Attachments: Bid Tab Oklahoma State Contract 1000028555

Recommendation: Approve the purchase of four (4) Sedans from Bill Knight Ford pursuant to the Statewide Contract.

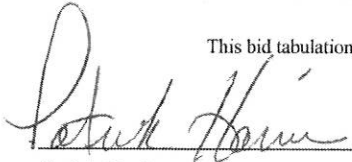
Full Size Automobile
State Contract 1000028555

Expires 11/14/2018

Vendor		Bill Knight Ford	Carter Chevrolet	Bob Howard Dodge
Specification		2018 Ford Taurus	2018 Chevrolet Impala	2018 Dodge Charger
Item	Qty.	each price	each price	each price
Full Size Automobile	4	\$20,810.00	\$20,897.00	\$21,726.00
Options				
Extra keys	4	\$185.00	\$150.00	\$315.00
Total		<u>\$20,995.00</u>	<u>\$21,047.00</u>	<u>\$22,041.00</u>
Total for quantities shown		<u>\$83,980.00</u>	<u>\$84,188.00</u>	<u>\$88,164.00</u>
Delivery		120 days	120 days	120 days
Warranty Bumper to bumper		3yr/36K	3yr/36K	3yr/36K
Warranty Drive train		5yr/60K	5yr/100K	5yr/100K

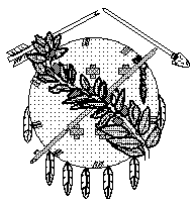
This bid tabulation is true and accurate to the best of my knowledge

Tuesday, February 13, 2018



Patrick Harrison

Purchasing Manager



City of Broken Arrow

Fact Sheet

File #: 18-323, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

To: Mayor and City Council

From: Office of City Manager

Title:

Approval of and authorization to purchase two (2) 2018 Dodge Durango SUVs and three (3) Dodge RAM 1500 trucks from John Vance Motors as bid, pursuant to the Oklahoma statewide vehicle contract for the Police Department

Background:

The State of Oklahoma currently has three vendors with competitive bids for 2018 Mid-Sized SUV vehicles and Half Ton pickup trucks. Law enforcement agencies throughout the State of Oklahoma are able to purchase vehicles at the state contract price, which is advantageous to the political subdivisions by allowing them to make purchases at a lower price. The Police department is seeking to purchase 2 SUVs and 3 Half Ton pickup trucks from the state bid contract.

All vendor bids included identical 3yr/36k bumper to bumper and drive train warranties. With options desired, John Vance Motors submitted the lowest state bid price of \$25,430.00 for the Dodge Durango and \$26,577.00 for the Dodge RAM 1500. The additional cost of requested options is reflected in the attached bid tabulation.

Funds have been appropriated and are available in the Public Safety Sales Tax Fund in the amount of \$131,000.00 for the purchase of police vehicles.

Staff recommends approval of State Contract purchase with John Vance Motors.

Cost: \$130,591.00

Prepared By: Brandon C. Berryhill, Chief of Police

**Reviewed By: Police Department
Finance Department
Assistant City Manager - Administration
Legal Department**

Approved By: Michael Spurgeon, City Manager

Attachments: Bid Tab Oklahoma State Contract 1000009364 & 1000009315

Recommendation: Approve the purchase of two (2) SUV's and three (3) Trucks from John Vance Motors

pursuant to the Statewide Contract.

Mid Size Utility Vehicle 3.6 Liter

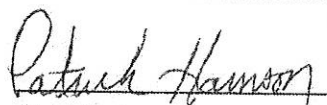
State Contract 1000009364

Expires 11/14/2018

Vendor		John Vance Motors	Carter Chevrolet Agency, LLC	Bill Knight Ford
Specification		2018 Dodge Durango	2018 Chevrolet Traverse	2018 Ford Explorer
Item	Qty.	each price	each price	each price
Mid Size Utility Vehicle 3.6 Liter	2	\$24,105.00	\$24,547.00	\$24,843.00
Options				
AWD	2	\$1,077.00	\$1,997.00	\$2,005.00
Add Extra Keys and Fobs	2	\$248.00	\$150.00	\$185.00
Total		<u>\$25,430.00</u>	<u>\$26,694.00</u>	<u>\$27,033.00</u>
Total for quantities shown		<u>\$50,860.00</u>	<u>\$53,388.00</u>	<u>\$54,066.00</u>
Delivery		120 days	120 days	120 days
Warranty Bumper to bumper		3yr/36K	3yr/36K	3yr/36K
Warranty Drive train		5yr/100K	5yr/100K	5yr/60K

This bid tabulation is true and accurate to the best of my knowledge

Tuesday, February 13, 2018



Patrick Harrison

Purchasing Manager

1/2 Ton Crew Cab Pick Up Truck

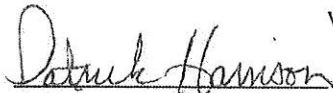
State Contract 1000009315

Expires 11/14/2018

Vendor		John Vance Auto Group	John Vance Chevrolet	Bob Moore Ford
Specification		2018 Ram 1500 Crew Cab Truck	2018 Chevrolet Silverado 1500 Crew Cab Truck	2018 Ford F-150 Crew Cab Truck
Item	Qty.	each price	each price	each price
1/2 Ton Crew Cab Pick up Truck	3	\$23,558.00	\$25,478.00	\$26,053.00
Options				
Add 4x4 w/skid plates	3	\$2,196.00	\$3,330.00	\$2,483.00
Add Extra keys	3	\$248.00	\$89.00	\$65.00
Add Buckets Seats	3	\$0.00	\$0.00	\$300.00
Upgraded Wheel Package	3	\$575.00	\$350.00	\$689.00
Total		<u>\$26,577.00</u>	<u>\$29,247.00</u>	<u>\$29,590.00</u>
Total for quantities shown		<u>\$79,731.00</u>	<u>\$87,741.00</u>	<u>\$88,770.00</u>
Delivery		120 days	120 days	120 days
Warranty Bumper to bumper		3yr/36K	3yr/36K	3yr/36K
Warranty Drive train		5yr/100K	5yr/100K	5yr/60K

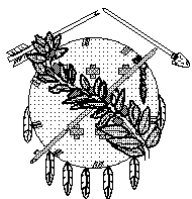
This bid tabulation is true and accurate to the best of my knowledge

Wednesday, February 14, 2018



Patrick Harrison

Purchasing Manager



City of Broken Arrow

Fact Sheet

File #: 18-324, Version: 1

Broken Arrow Municipal Authority

Meeting of: 03-06-2018

To: Chairman and Authority Members

From: Streets and Stormwater Department

Title:

Review of proposals received and award of the most advantageous proposal to J & J Bowers Lawn for grounds maintenance

End

Background:

The Streets and Stormwater Department has requested and sought proposals to secure an annual mowing and trimming services contract for 84 areas at various arterial right-of ways, primarily adjacent to subdivisions. These services greatly improve the looks of the City and will free up assets to deal with other projects.

Seventeen vendors were solicited for a request for proposal, a total of six proposals were received. A proposal from WCD Enterprises LLC, did not meet specifications as they are out of state. Lawn America did not return the Interest and Proposal affidavit. J & J Bowers Lawns submitted the lowest bid proposal at \$2,675.00 per mowing cycle. It is expected that approximately 28 cycles of mowing, beginning March 31, 2018 through October 15, 2018, with the seven day cycles beginning on Monday and ending on Sunday, will be required during the term of this agreement.

Staff has reviewed the proposals and recommends awarding the mowing contract to the most advantageous proposal, J & J Bowers Lawns for grounds maintenance. The total estimated amount for the mowing season is \$74,900.

Funds for these services have been appropriated and are available in the Broken Arrow Municipal Authority (BAMA) fund in the budgeted amount of \$150,000.

Cost: \$74,900.00

Prepared By: Chuck Williams, Interim Director of Streets and Stormwater

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid tabulation on bid 18.148

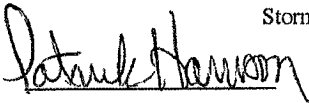
Recommendation: Approve and award the most advantageous proposal to J & J Bowers Lawn for grounds maintenance.

RFP 18.148
Stormwater Grounds Maintenance
2/14/2018

	J & J Bowers Lawn	Green Leaf	Superior Outdoor Services	WCD Enterprises, LLC	American Services	Lawn America
Specification						
Right of Way Mowing						
43 Areas North	\$1,350.00	\$1,547.74	\$1,931.00	\$2,015.00	\$2,995.00	\$7,297.90
39 Areas South	\$1,325.00	\$1,452.30	\$1,756.00	\$1,429.00	\$3,097.50	\$7,122.10
Total for both areas	\$2,675.00	\$3,000.04	\$3,687.00	\$3,444.00	\$6,092.50	\$14,420.00
Meets Specs	Y	Y	Y	N	Y	N
Notes				They are an out of state company and had problems with them in the past		Did not return the Interest and Proposal Affidavit

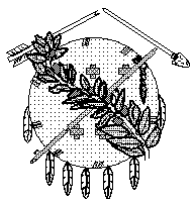
Stormwater Department Project

Bid sent to 17 Vendors



Patrick Harrison

Purchasing Manager



City of Broken Arrow

Fact Sheet

File #: 18-270, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

To: Mayor and City Council Members

From: Development Services Department

Title:

Approval of PUD-273 (Planned Unit Development) and BAZ-1995 (Rezoning), Scissortail Crossing II, 11.07 net acres, A-RM to PUD-273/RM, located one-quarter mile north of Albany Street, east of 23rd Street

Background:

Planned Unit Development (PUD) 273 and rezoning request BAZ-1995 involve an 11.07 net acre parcel located one-quarter mile north of Albany Street, east of 23rd Street. Applicant is requesting that the zoning on the property be changed from A-RM to PUD-273/RM. The A-RM zoning was assigned to the property when it was annexed into Broken Arrow on October 15, 2001 (Ordinance 2393).

According to the design statement, the development will contain up to 228 dwelling units, which is in accordance with the requirements of the Zoning Ordinance. PUD 273 will be developed in accordance with the Zoning Ordinance and the use and development regulations of the RM district except for the modifications that are summarized in the Planning Commission Staff report. PUD 273 is similar to PUD 217 to the north, which is under the same ownership. The property will have one point of access to 23rd Street and one point of access to the property to the north.

None of the property is located in a 100-year floodplain area.

The property associated with PUD-273 and BAZ-1995 is shown in the Comprehensive Plan as Level 3. The RM zoning requested with BAZ-1995 and the development proposed with PUD-273 is considered to be in compliance with the Comprehensive Plan in Level 3.

The Planning Commission, in their meeting of February 8, 2018, concurred with Staff and recommended approval (3-0 vote) of PUD-273 and BAZ-1995, subject to the property being platted. There were no protestants.

Cost: \$0

Prepared By: Brent Murphy, AICP, Senior Planner

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

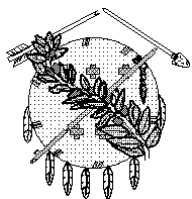
Approved By: Michael L. Spurgeon, City Manager

Attachments: **Planning Commission Fact Sheet**
 Case map
 Aerial photo
 Comprehensive Plan
 PUD-273 design statement
 Letter from Case and Associates received February 2, 2018

Recommendation:

Approve PUD 273 and BAZ-1995 as recommended by Planning Commission and Staff.

BDM



City of Broken Arrow

Fact Sheet

File #: 18-208, Version: 1

Broken Arrow Planning Commission

02-08-2018

To: Chairman and Commission Members
From: Development Services Department

Title: Public hearing, consideration, and possible action regarding PUD-273 (Planned Unit Development) and BAZ-1995 (Rezoning), Scissortail Crossing II, 11.07 net acres, A-RM to PUD-273/RM, located one-quarter mile north of Albany Street, east of 23rd Street

Background:

Applicant: Larry Kester, Architects Collective
Owner: Rodney A. Brunken
Developer: Scissortail Crossing II
Architect: Architects Collective
Location: One-quarter mile north of Albany Street, east of 23rd Street
Size of Tract 11.07 net acres
Present Zoning: A-RM
Proposed Zoning: PUD-273/RM
Comp Plan: Level 3

Planned Unit Development (PUD) 273 and rezoning request BAZ-1995 involve an 11.07 net acre parcel located one-quarter mile north of Albany Street, east of 23rd Street. Applicant is requesting that the zoning on the property be changed from A-RM to PUD-273/RM. The property is designated as Level 3 in the Comprehensive Plan.

The design statement submitted by the applicant for PUD-273 states that the maximum number of dwelling units will be limited to 228. According to Section 4.1.E of the Zoning Ordinance, the maximum number of dwelling units allowed in a residential PUD with RM zoning is one unit per 2,200 square feet of gross land area. The property associated with PUD-273 has 11.07 net acres and contains 386.95 feet of frontage along County Line Road. The right-of-way along 23rd Street is 50 feet in width. Therefore, the gross area is 501,557 square feet $(50 \times 386.95) + (11.07 \times 43,560) = 501,556.7$ square feet or 11.51 gross acres. With 501,557 gross square feet, 228 units are allowed by the Zoning Ordinance $(501,557 \div 2,200 = 228)$.

PUD-273 SUMMARY

PUD-273 is proposed to be developed in accordance with the Zoning Ordinance and the use and development regulations of the RM district except as summarized below:

SUMMARY OF DEVIATION FROM ZONING ORDINANCE

Item	Zoning Ordinance Requirement	PUD 273 Request
Maximum Number of Dwelling Units	11.51 gross acres x 43,560 ÷ 2,200 = 228 units	228 units
Maximum Building Height	No restriction unless abutting single-family detached residential. When abutting single-family residential, building shall be set back two feet for every foot in height above 35 feet.	45 feet to the highest roof ridgeline for three story units and 25 feet for Garage/Dwelling 2-story buildings.
Minimum Off-street Parking Spaces	2 parking spaces per unit	1.75 parking spaces per unit
Minimum Building Setbacks	35 feet unpaved; 75 feet with parking from all property lines. No structures allowed in 35 foot landscape area around perimeter.	Buildings will setback from the south and east perimeter boundaries in accordance with the Zoning Ordinance. Along the west boundary, the building setback is increased from 35 feet to 100 feet, and along the north boundary, the building setback is decreased from 35 feet to 15 feet. Air conditioning units allowed within a building setback or landscape buffer.
Minimum Distance Between Buildings	Side, end, and rear walls are required to be 20 feet from a side, end or rear wall of any other multifamily structure and 30 feet from the front wall of any other multifamily structure. In addition, a front wall of a multifamily structure must be 40 feet from the front wall of any other multifamily structure.	20 feet

Landscaping	Two trees and five shrubs per dwelling unit. Trees required to be at least two-inches in caliper.	The number of trees required per dwelling unit reduced from two trees to one tree per unit. However, the size of the trees required increased from 2 inches to 3 inches, the number of shrubs increased from 5 per dwelling unit to 7.5 per dwelling unit, and 5 one-gallon shrubs required per dwelling unit.
Landscape Islands in Parking Lot	Landscape island required after 10 parking spaces.	Landscape islands replaced by striped access located next to walkways that connect to breezeways and are handicapped accessible.
Fencing	6 - 10 foot high screening fence required where any RM district abuts any agricultural, RE, or RS district.	6 foot high screening fence will be added along the east and south sides of the property. Along the west boundary next to County Line Road there will be an architectural open vinyl fence with limited masonry columns and or walls. The maximum continuous length of the architectural open vinyl fence limited to 50 feet.
Signs	In residential districts, signs limited to 32 square feet, 8 feet in height.	Size of sign requested to be increased to 64 square feet. All signs will be located out of the public right-of-way and utility easement.
Maximum building length	160 feet	220 feet
Maximum length of a continuous multifamily roofline	50 feet	105 feet

Exterior Building Material	At least 60% of the exterior of the building, excluding doors and windows, shall be constructed of but not limited to masonry, concrete panels, Exterior Insulated Finished Systems, and/or stucco. In addition, 20% of the street facing facade shall be constructed of natural brick or masonry rock.	Depending upon location, the exterior of all buildings, excluding doors and windows will contain either 65%, 45%, 25%, or 0% brick. The rest of the exterior wall will be constructed with cement fiber material.
Access	One access point per 300 feet of lot width.	One point of access to County Line Road. In addition, there will be at least one point of access to the abutting property to the north.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Level 3	PUD 217/RM	Scissortail Crossing II apartments
East	Level 2	A-1	Undeveloped
South	Levels 3 and 4	A-CH and A-RM to RM	Undeveloped
West	Level 4	A-1 to CN	Undeveloped

None of the property is located in a 100-year floodplain area.

The property associated with PUD-273 and BAZ-1995 is shown in the Comprehensive Plan as Level 3. The RM zoning requested with BAZ-1995 and the development proposed with PUD-273 is considered to be in compliance with the Comprehensive Plan in Level 3.

Attachments: Case map
Aerial photo
Comprehensive Plan
PUD-273 design statement and conceptual site plan
Letter from Case and Associates, received Feb. 2, 2018

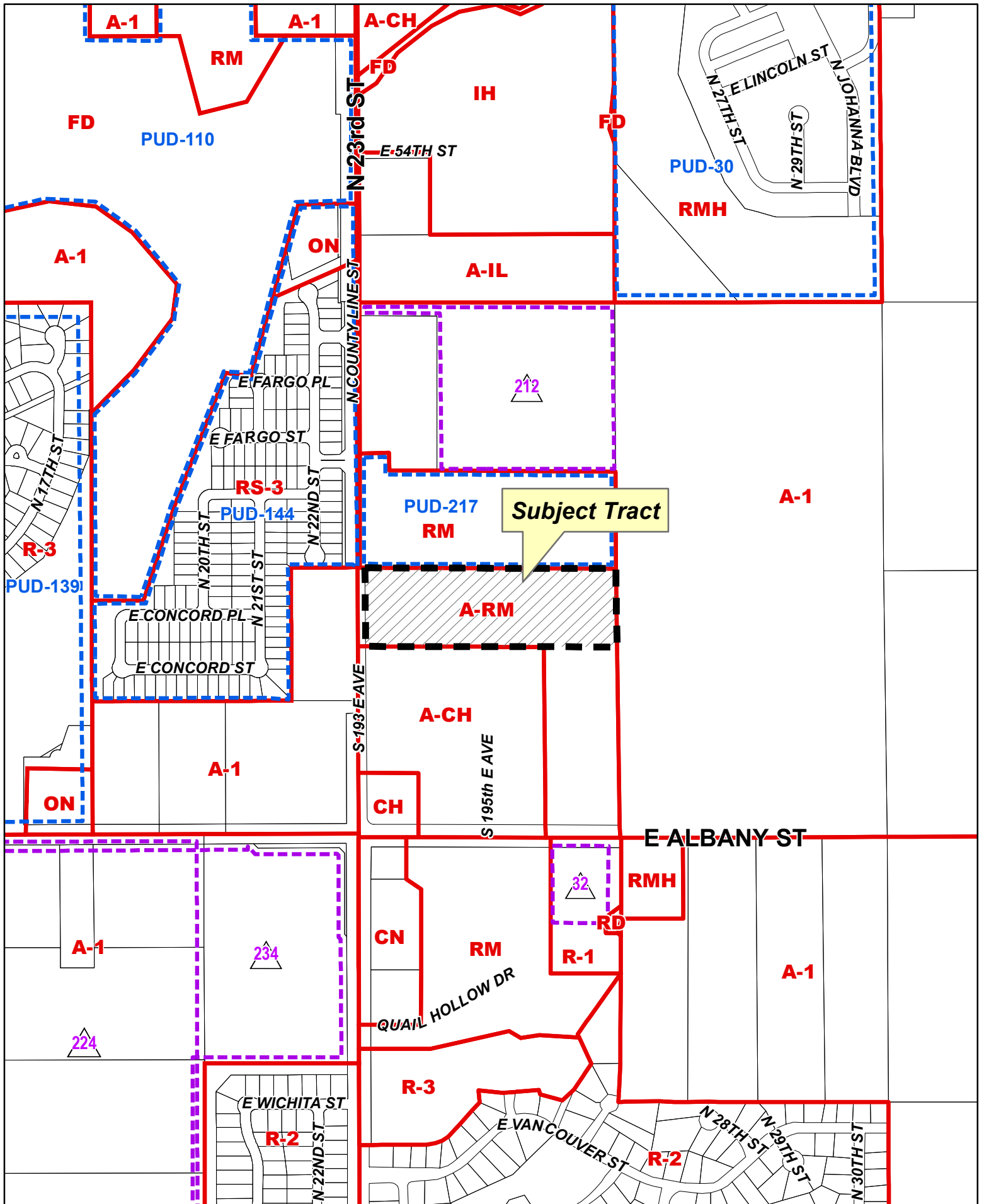
Recommendation:

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-273 and BAZ-1995 be approved as submitted, subject to the property being platted in accordance with the City of Broken Arrow Subdivision Regulations.

Reviewed By: Larry R. Curtis

Approved By: Michael W. Skates

BDM



Subject Tract

212

32

234

224

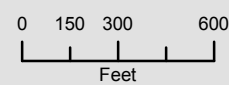


300' Radius



Subject Tract

BAZ-1995/
PUD-273

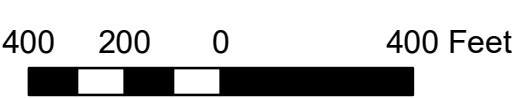


31 19-15



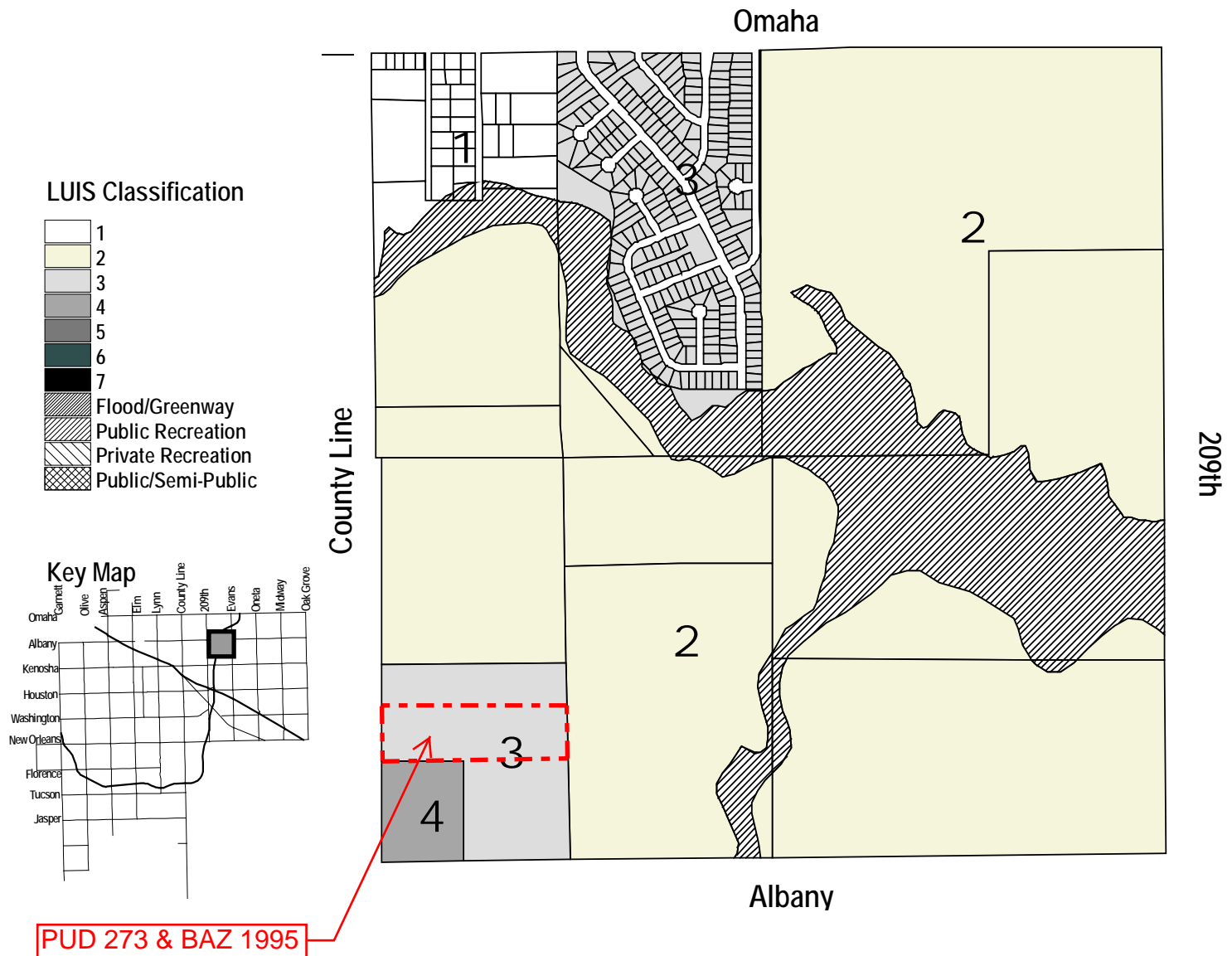


PUD 273 & BAZ 1995
Scissortail Crossing II



Omaha/209th/Albany/County Line (Section 31-19-15)

Level 4 and 3 are designated at the southwest corner based on the LUIS model. An additional Level 3 area is designated in the northwestern quarter to reflect an existing mobile home park. Areas south of the Adams Creek Floodplain are designated a Level 2 according to the LUIS model. Areas north of the Adams Creek Floodplain are also designated a Level 2. No Level 3 or 4 is recommended for the southeast corner as neither Albany or 209th are planned to accommodate heavy traffic volumes in this area.



SCISSORTAIL CROSSING II

A

BROKEN ARROW PLANNED UNIT DEVELOPMENT

PUD #273

DECEMBER 2017

PREPARED BY:



4200 E. Skelly Dr. Suite 750
Tulsa, OK 74135
918-492-2987
918-493-6149 fax

PREPARED FOR:

Case and Associates
4200 E. Skelly Dr. Suite 800
Tulsa, OK 74135
918-492-1983
918-492-4446 fax

SCISSORTAIL CROSSING II
A BROKEN ARROW
PLANNED UNIT DEVELOPMENT

TABLE OF CONTENTS

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Exhibit A – Master Development Plan	
Exhibit B – Aerial Photo	
Development Standards	4
Exhibit C – Building Facades	
Environmental Analysis.....	7
Exhibit D – Drainage and Circulation	
Exhibit E – Site Map, Topography, Existing and Proposed Utilities	
Exhibit F – Zoning Map	
Platting.....	8
Site Plan Review.....	8

SCISSORTAIL CROSSING II
A BROKEN ARROW
PLANNED UNIT DEVELOPMENT

Outline Development Plan

The Scissortail Crossing II planned unit development (PUD) is filed under the Broken Arrow Zoning Ordinance which became effective on February 1, 2008. It has a total lot area of 11.07 acres and is currently vacant and zoned A-RM.

Legal Description

See attached exhibit.

Excellent access to the regional expressway system is provided by the Broken Arrow Expressway & Creek Turnpike. Local access is from South 193rd East Avenue (County Line Road) and East Kenosha Street (East 71st Street).

The Scissortail Crossing II is a proposed multi-family project and is under contract to Case & Associates, a well-known developer of superior apartment dwelling designs. The property owner for abutting property the North (Case and Associates) is also the property owner association with this PUD application.

Development within this PUD will be separated from adjacent properties by the addition of additional screening fences along the property boundaries with the exception of the North property line. There is an existing wood fence on the North property line, which will remain. A new fence will be constructed on the west property line which will be an ornamental vinyl fence (like the fence on the frontage of the neighboring property to the North) with limited masonry columns.

The Scissortail Crossing II will provide a site for apartment living at densities not exceeding the density limits allowed under the Zoning Ordinance. The proven record of Case & Associates for quality developments, offers assurances for extraordinary projects beyond the requirements of the Zoning Ordinance.

SCISSORTAIL CROSSING II
A BROKEN ARROW
PLANNED UNIT DEVELOPMENT

Development Standards

All provisions of the Broken Arrow Zoning Ordinance shall apply to this PUD except as modified by the Development Standards below.

Land Area: 11.51 Acres 501,557 SF

Permitted Uses:

The uses permitted as a matter of right in the RM Residential Multifamily district, and uses customarily accessory to permitted uses.

Maximum Number of Dwelling Units: 228

Maximum Building Height:

Multifamily Dwelling 3 story Bldgs	45 FT to the highest roof ridgeline
Multifamily Garage/Dwelling 2 story Bldgs	25 FT to the highest roof ridgeline

Off-Street Parking:

1.75 off-street parking spaces for each Dwelling Unit.

Minimum Building Setbacks and Buffers:

15 feet building setback/landscape buffer from the North property line
100 feet building setback from West property Line
35' landscaping buffer on the West property line
35 feet building setback/landscape buffer from East property line
35 feet building setback/landscape buffer from the South property line with an exception for a portion of the access drive south of the clubhouse as illustrated on the site plan.

Interior lot lines shall not be required to have a minimum setback distance.

Air conditioning condensing units shall be allowed to be located within a Building Setback or Landscape Buffer, provided that they are screened from a public right-of-way by landscaping materials.

Minimum Distance Between Buildings: 20 feet

Minimum Livability Open Space Per Dwelling Unit: 1200 SF
(open space not utilized for parking or drives)

SCISSORTAIL CROSSING II
A BROKEN ARROW
PLANNED UNIT DEVELOPMENT

Development Standards

Landscaping and Screening:

Landscaping:

As required and regulated by Chapter 5, Section 5.2.B except Section 5.2.B.1.a.iv. is modified to reduce the number of trees required per dwelling unit from two trees to one tree provided each tree shall have a caliper of 3 inches (Zoning Ordinance requires 2 inch caliper) and shrubs are increased as follows:

- (a) 7.5 – 3 gallon shrubs are installed per dwelling unit (Zoning Ordinance requires 5 – 3 gallon shrubs – 50% increase); and
- (b) 5 – 1 gallon groundcover or flowering shrubs are installed per dwelling unit (Zoning Ordinance does not require any groundcover or flowering shrubs).

Landscape edge tree requirements per Chapter 5, Section 5.2.B.1.a.ii shall apply along the arterial street.

The landscape islands required by Section 5.2.B.1.c.ii.A shall be replaced by striped access aisles located next to walkways that are handicapped accessible and connect to all ground floor breezeways. Landscape materials otherwise required at the islands shall be located throughout the project.

The other provisions of Section 5.2.B shall remain in full force and effect.

Screening:

As required and regulated by Chapter 5, Sections 5.2.D and 5.2E. An architectural open vinyl fence with limited masonry columns and/or walls shall be provided along the west boundary. The maximum continuous length of the architectural open vinyl fence shall be 50 feet.

Along all other property boundaries, an opaque fence of at least 6 feet in height shall be provided. The existing fence along the North property line will remain, except for where there are connecting points of access.

All bracing and metal posts shall be installed on the inside part of the fence along the east and south boundaries. The required screening fences shall be maintained by the owner of the lot on which located.

SCISSORTAIL CROSSING II
A BROKEN ARROW
PLANNED UNIT DEVELOPMENT
Development Standards

Signs:

As permitted and regulated by Chapter 5, Section 5.7 Signs for Uses permitted in this PUD. Monument sign to be maximum of 64 square feet of sign surface area. All signs shall be located outside the public right-of-way and utility easement.

Lighting:

As permitted and regulated by Chapter 5, Section 5.6 Exterior Lighting for the uses permitted in this PUD.

Building Facades:

As required and regulated by Chapter 5, Section 5.5 Multi-family Residential Building Design Standards except:

1. The maximum length of any multi-family building shall be 220 feet, ~~Section 5.5.C.2.a~~ (revised 7-16-12);
2. The maximum length of a continuous multi-family roofline shall be 105 feet; and
3. Exterior building materials of the clubhouse, multi-family buildings, garages, and accessory buildings (excluding doors and windows) shall be at the minimum percentages (65%, 45%, 25%, or 0%) of brick/stone as reflected on the Site Plan & Building Elevations included in Exhibit C. ~~0% brick/stone facades are to be facing interior courtyards & will not be visible from outside the site.~~ (revised 7-16-12) The remainder of exterior building walls shall be constructed with cement fiber material.

Access:

There will be one point of access to 23rd Street. In addition, there will be at least one point of access to the abutting property to the North. A mutual access agreement between the two properties will be provided as part of the platting process.

SCISSORTAIL CROSSING II
A BROKEN ARROW
PLANNED UNIT DEVELOPMENT

Environmental Analysis

Topography:

Most of the Scissortail Crossing II site slopes generally from east to west. However, the eastern most third slopes generally from west to east. There are two drainage areas that cross the site, one on the west, and one on the east with a ridge dividing the two drainage areas. All boundaries and topographic features are shown on Exhibit E, Site Map, Topography, Existing and Proposed Utilities.

Storm Water:

Storm water will be conveyed through the property in a series of storm sewers. It is anticipated that the project will pay a fee-in-lieu of detention. The property generally drains easterly and southerly.

The storm water drainage concept is shown on Exhibit D, Drainage.

Utilities:

Water:

There is an existing 12" water line on the east side of South 193rd East Avenue. Internal 6" and 8" water lines will be extended through the project as required for potable water and fire service. The water service concept layout is shown on Exhibit E.

Sanitary Sewer:

An existing 8" sanitary sewer is located on the North property line. The sanitary sewer will be a gravity system and no lift stations are proposed. The existing sewer along South 193rd East Avenue has adequate capacity for the project.

Electric power, natural gas, telephone and cable television services are presently at the site and will be extended internally to serve the project.

The area zoning and land uses are shown on Exhibit F, Zoning Map.

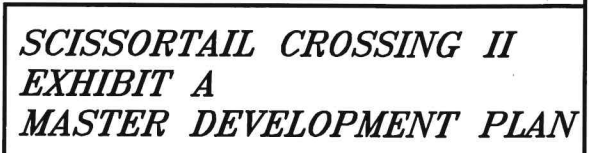
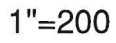
SCISSORTAIL CROSSING II
A BROKEN ARROW
PLANNED UNIT DEVELOPMENT

Platting

No building permit shall be granted for any lot or parcel within Scissortail Crossing II until the property within Scissortail Crossing II has been platted in accord with the requirements of the Broken Arrow Subdivision Code.

Site Plan Review

No building permit shall be issued for any building or sign to be constructed within Scissortail Crossing II until a site plan and detail sign plan have been submitted to and approved by the City of Broken Arrow in accord with the approved planned unit development and the provisions of the Broken Arrow Zoning Code.



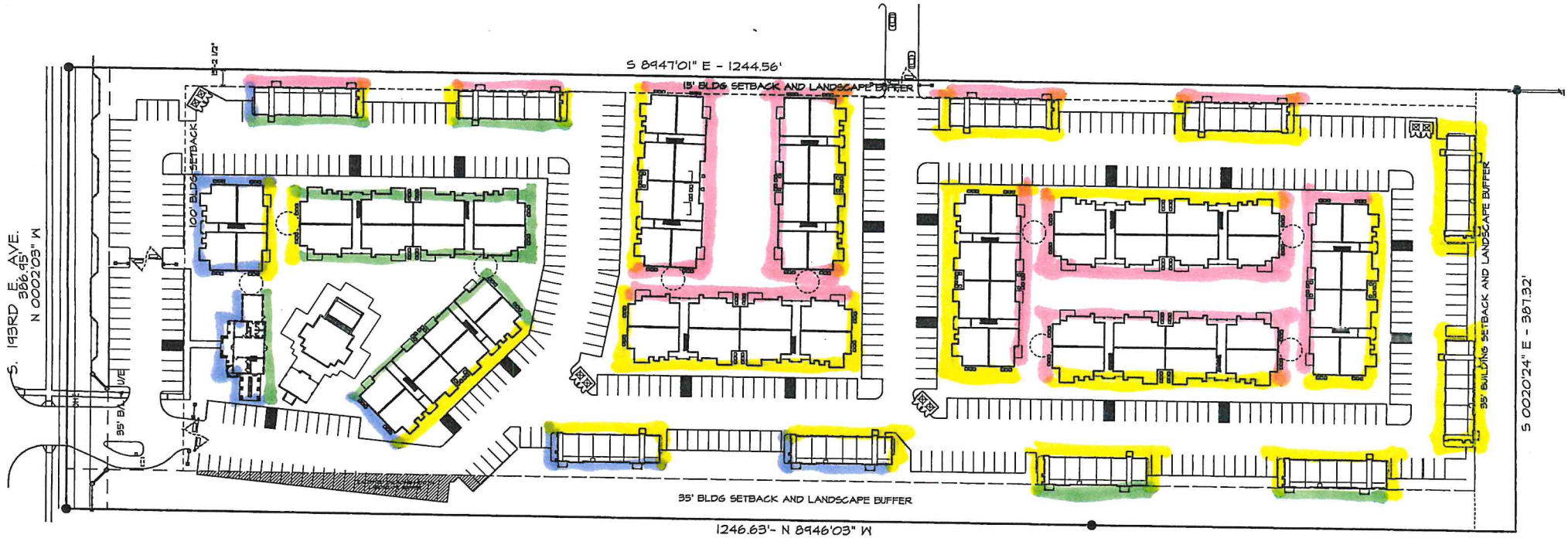


1"=500'



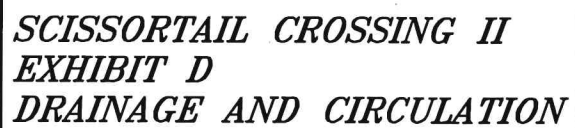
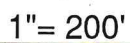
**SCISSORTAIL CROSSING II
EXHIBIT B
AERIAL PHOTO**

Exhibit C



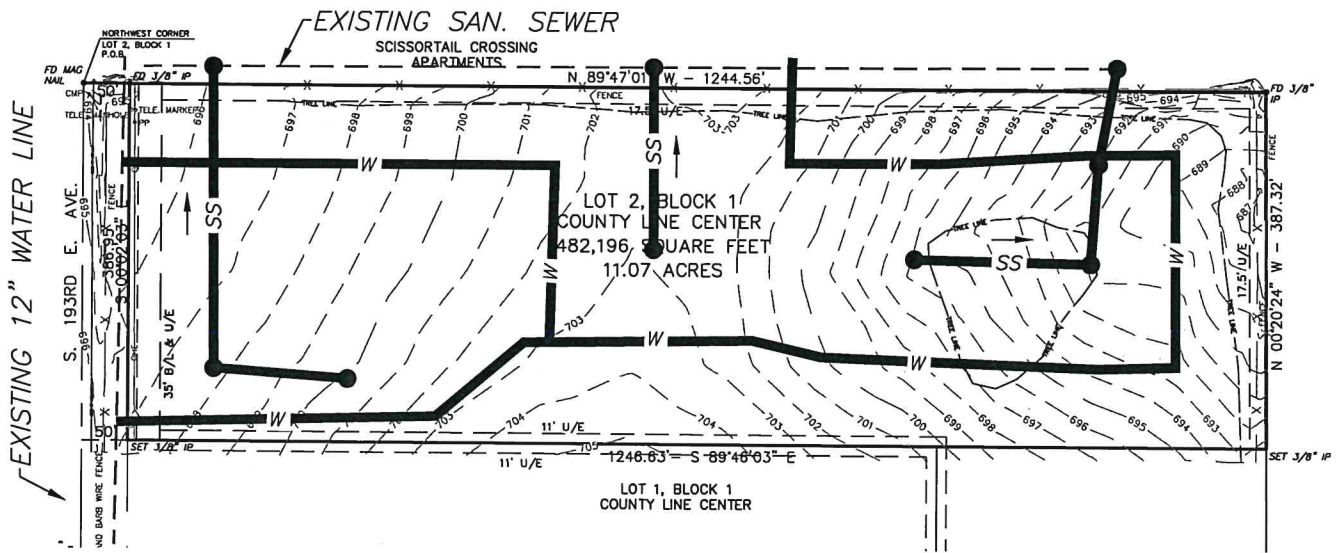
SITE PLAN

20' 50' 75' 100'

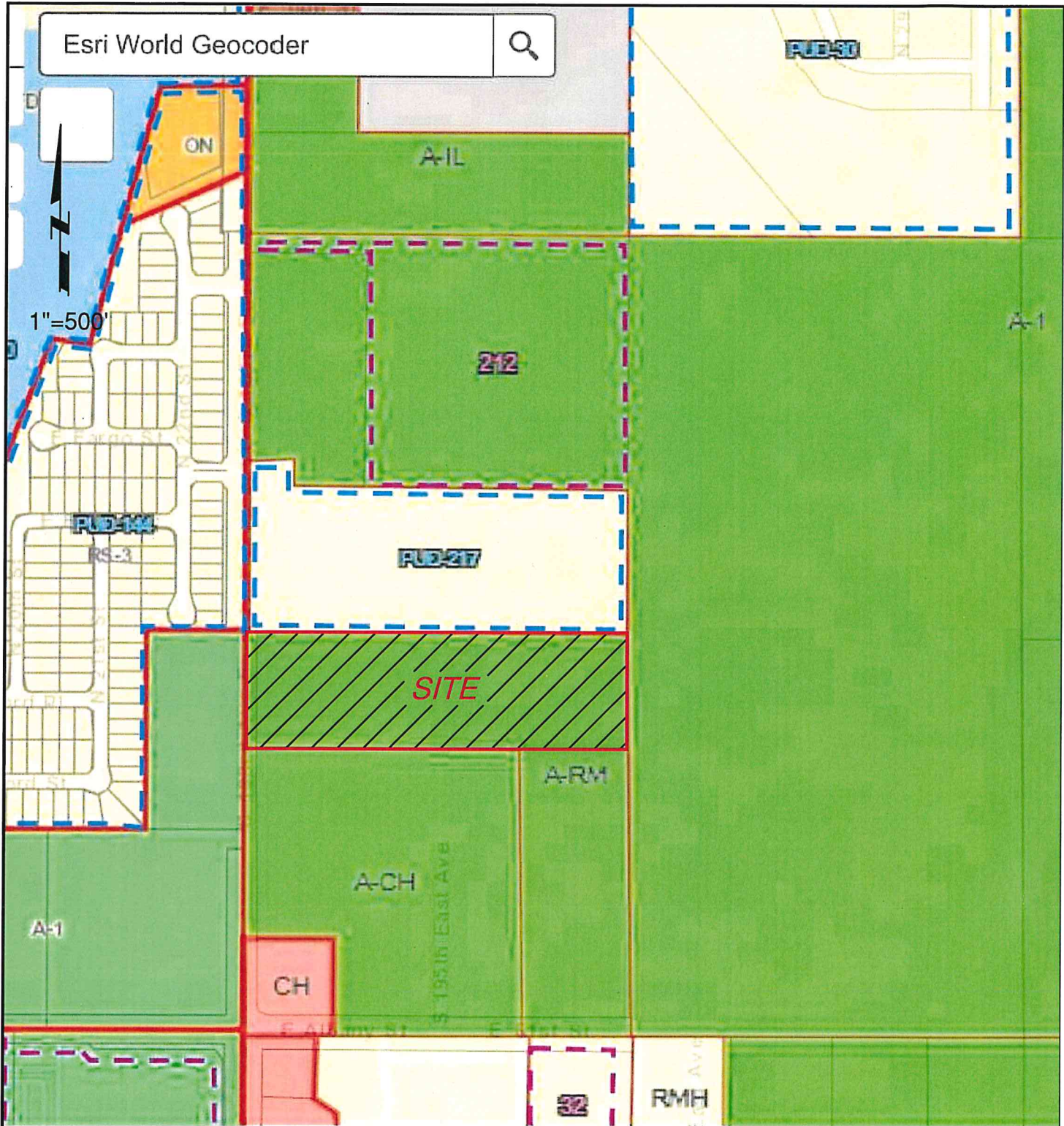




1" = 200'



SCISSORTAIL CROSSING II
EXHIBIT E
SITE MAP, TOPO, EX. &
PROP. UTILITIES



*SCISSORTAIL CROSSING II
EXHIBIT F
ZONING MAP*

February 2, 2018

Re: Scissortail Crossing II

Dear City of Broken Arrow Planning Commission,

HISTORY/BIO:

Case & Associates Properties, Inc., is pleased to present our \$25,000,000 real estate development, The Scissortail Crossing II Apartments. Case & Associates, headquartered out of Tulsa, OK was started in 1983 by Mike Case. We are a full service property management, development and investment company with ownership in each of our over 100-asset portfolio...consisting of over 30,000 apartments units in 5 states, over 1,000,000 square feet of office, retail & industrial properties and employing over 800 people.

CONSTRUCTION EXPERIENCE:

Over the past 17 years, we have built 45 apartment communities in 11 cities and have a great track record of working with our “neighbors”. Our goal is to provide successful professionals, young and old alike, and retirees an upscale place to call “home” with an abundance of amenities. Our residents want high amenities, security, luxury, safety and quiet, without having to worry about routine household maintenance. Most of our residents can afford a house, but they choose an apartment because they like the freedom to travel without having to worry about the maintenance of a house.

DEVELOPMENT:

The Scissortail Crossing II Apartments, located immediately south of Scissortail Crossing Apartments (2800 N. 23rd Street), is a 228 unit high-end Class A apartment community with a value of over \$25,000,000. **This is a market rent development with NO Section 8 or Government Assistance Allowed!** The development complemented with Craftsman-styled architecture will be constructed with a combination of brick & stone, hardi concrete siding and trim. The unit mix will include a combination of 1 and 2 bedrooms, ranging in size from 789 to 1,267 square feet. Rents will average \$1,000 per month, but will cost up to \$1,400 for a 2 bedroom with an attached garage.



AMENITIES: The interiors feature oversized floor plans, stainless steel appliances, ceramic tile in the entry, kitchen and baths, ceiling fans and large walk-in closets. Additionally, there will be 60 or more garages with remote controls. The property features a clubhouse, a business center with Wi-Fi internet access, a fitness center, dogpark, limited access gates, picnic areas with barbeque grills, outdoor social areas including a fireplace and grills and an outdoor swimming pool.

The buildings on the perimeter of the site will be 2-story buildings with 6 garages below and 2 units above the garages. The 2-story buildings on the perimeter of the site serve as a visual barrier for the 3-story buildings, which are situated in the middle of the property. There will be a fence along the entire exterior of the community for privacy, consisting of iron with brick columns or white 3-rail fence and wood. Landscaping and Lighting will comply with city code.

RESIDENTS/QUALIFYING:

Our residents are young professionals, school teachers, nurses, technicians, and even retirees.

Each applicant must pay an Application Fee of \$50 and qualify using the criteria listed below:

***Criminal Background check**- No felonies or previous history of violent or sexual crimes allowed at all. Parking tickets and speeding tickets are allowed but anything more than that must be explained.

***Credit Check** – Payment history is largely considered. Also, we check for any kind of judgments. If a person has filed bankruptcy, a minimum of 7 to 10 years before allowed to rent with Case. We do NOT want people who do NOT pay their bills.

***Employment & Income Verification** - Residents are required to have been employed for at least 1 year to qualify and must make at least 3 times their rent; however, our clientele's income averages 7 times their rent.

***Rental History** – One year of verifiable residency will be required. A poor rental profile, consisting of non-payment, eviction, drug use, poor housekeeping, poor



supervision of children, violence or unruly or destructive behavior by applicant or occupants, will be automatically denied.

Common Concerns Regarding Apartment Communities:

*School Overcrowding – It is a common belief that higher density developments cause overcrowding in public schools. The truth is that higher density housing typically has fewer families with children. The American Housing Survey completed by HUD showed that for every 100 units of new housing only 21 school aged children were present in multi-family units while the number was 64 children for single family homes. For comparison, the ratio for our sister property directly to the north has only 18.4 school aged children currently attending Broken Arrow Public Schools.

*Less Property Taxes - In most municipalities, single-family residences and multifamily residences are not taxed under the same structure. The National Multi Housing Council, which regularly studies property tax rates on multifamily residences, says that apartment complexes and other multifamily dwellings routinely pay more in property taxes. In fact, their findings suggest a tax-to-value ratio on multifamily dwellings of 1:3 while the ratio on single-family homes is 1:1.

*Traffic – There was a traffic study completed January 2018 by Traffic Engineering Consultants and the study determined 193rd/County Line Road was sufficient to handle this development. The study was emailed to staff on January 25, 2018.

For more information, please visit www.caseusa.com.

Please feel free to call me with any questions or concerns.

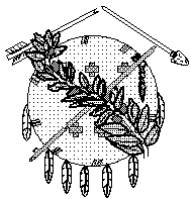
Sincerely,



CASE & ASSOCIATES PROPERTIES INC.

R. Scott Case, President





City of Broken Arrow

Fact Sheet

File #: 18-272, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

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

Title: Approval of PUD-274 (Planned Unit Development) and BAZ-1996 (Rezoning), Doc's Container Storage, 0.40 acres, A-1 to PUD-274/IL, located one-half mile north of Houston Street, one-quarter mile east of 23rd Street, on Old Highway 51

Background:

Planned Unit Development (PUD) 274 and BAZ-1996 involve a 0.40 acre parcel located one-half mile north of Houston Street, one-quarter mile east of 23rd Street, on Old Highway 51. Applicant is requesting that the zoning on the property be changed from A-1 to PUD-274/IL. The property was annexed into the City Limits of Broken Arrow on October 6, 1986, with Ordinance 1427.

Storage containers, which are being used for mini-storage, were placed on the site in 2014 without any knowledge or approval by the City of Broken Arrow. According to the applicant, he made a telephone call to the City of Broken Arrow and talked to someone, does not remember who, and was told it was okay to place the storage containers on the property. The property is presently zoned A-1, which does not allow mini-storage.

The property was platted in 1953 as Lot 1, Block 2, Couch Addition. This plat was recorded in Wagoner County prior to being in the City Limits of Broken Arrow. Therefore, the property has not been developed to City of Broken Arrow standards. A site plan was never submitted to or approved by the City of Broken Arrow. The current use of the property was discovered by City Staff when an inquiry was made by someone else who wanted to develop something similar. Upon discovering the existing use, the property owner was contacted by Code Enforcement on August 29, 2017, notifying them that they needed to come into compliance with the Zoning Ordinance. Staff met with the applicant on September 19, 2017, and advised what needed to be submitted. With PUD-274 and BAZ-1996, applicant is proceeding with the process to bring the property into compliance. PUD 274 will be developed in accordance with the Zoning Ordinance and the use and development regulations of the IL district except for the modifications that are summarized in the Planning Commission Staff report.

None of the property is located in a 100-year floodplain area.

The property associated with PUD-274 and BAZ-1996 is shown in the Comprehensive Plan as Level 6. The IL zoning requested with BAZ-1996 is considered to be in compliance with the Comprehensive Plan in Level 6 when submitted with a PUD.

An existing off-premise advertising sign is located on the property next to the Muskogee Turnpike. According to aerial photographs, this sign has been located on the site since at least 1995. Off-premise advertising signs are not permitted by the Zoning Ordinance, but the existing sign is allowed to remain as a legal nonconforming

structure. According to Section 8.1.A of the Zoning Ordinance, “While nonconformities may continue, this chapter (i.e. Chapter 8) is intended to achieve their eventual elimination, in order to preserve the integrity of this Ordinance and the character of the City.” In similar PUD’s that contain off-premise advertising signs, Staff has recommended and the Planning Commission and City Council have concurred that the existing leases on the off-premise advertising signs shall not be renewed or extended.

The Planning Commission, in their meeting of February 8, 2018, concurred with Staff and recommended approval (3-0 vote) of PUD-273 and BAZ-1995, subject to the property being platted and the design statement modified to reflect that the existing off-premise sign being removed when the current lease expires, which according to the applicant is in about 10 years. Applicant acknowledged they were in agreement with the Staff report. The design statement has been modified as recommended by the Planning Commission. There were no protestants.

Cost: \$0

Prepared By: Brent Murphy, AICP, Senior Planner

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

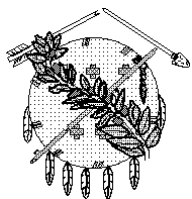
Approved By: Michael L. Spurgeon, City Manager

Attachments: Planning Commission Fact Sheet
Case map
Aerial photo
Comprehensive Plan
PUD-274 design statement
Couch Addition recorded plat
Section 8.1.A of the Zoning Ordinance
Pictures of the site looking northeast

Recommendation:

Approve PUD 274 and BAZ-1996 as recommended by Planning Commission and Staff.

BDM



City of Broken Arrow

Fact Sheet

File #: 18-194, Version: 1

Broken Arrow Planning Commission

02-08-2018

To: Chairman and Commission Members
From: Development Services Department

Title: Public hearing, consideration, and possible action regarding PUD-274 (Planned Unit Development) and BAZ-1996 (Rezoning), Doc's Container Storage, 0.40 acres, A-1 to PUD-274/IL, located one-half mile north of Houston Street, one-quarter mile east of 23rd Street, on Old Highway 51

Background:

Applicant: Robert D. Sanders, Sanders Engineering, Inc.
Owner: William D. Pruitt and/or Denise J. Pruitt
Developer: William D. Pruitt and/or Denise J. Pruitt
Engineer: Sanders Engineering, Inc.
Location: One-half mile north of Houston Street, one-quarter mile east of 23rd Street, on Old Highway 51
Size of Tract 0.40 acres
Present Zoning: A-1
Proposed Zoning: PUD-274/IL
Comp Plan: Level 6

Planned Unit Development (PUD) 274 and BAZ-1996 involve a 0.40 acre parcel located one-half mile north of Houston Street, one-quarter mile east of 23rd Street, on Old Highway 51. Applicant is requesting that the zoning on the property be changed from A-1 to PUD-274/IL. The property was annexed into the City Limits of Broken Arrow on October 6, 1986, with Ordinance 1427.

Storage containers, which are being used for mini-storage, were placed on the site in 2014 without any knowledge or approval by the City of Broken Arrow. According to the applicant, he made a telephone call to the City of Broken Arrow and talked to someone, does not remember who, and was told it was okay to place the storage containers on the property. The property is presently zoned A-1, which does not allow mini-storage.

The property was platted in 1953 as Lot 1, Block 2, Couch Addition. This plat was recorded in Wagoner County prior to being in the City Limits of Broken Arrow. Therefore, the property has not been developed to City of Broken Arrow standards. A site plan was never submitted to or approved by the City of Broken Arrow. The current use of the property was discovered by City Staff when an inquiry was made by someone else who wanted to develop something similar. Upon discovering the existing use, the property owner was contacted by

Code Enforcement on August 29, 2017, notifying them that they needed to come into compliance with the Zoning Ordinance. Staff met with the applicant on September 19, 2017, and advised what needed to be submitted. With PUD-274 and BAZ-1996, applicant is proceeding with the process to bring the property into compliance.

With PUD-274, applicant is proposing to develop the property in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the IL district with the following exceptions:

- Building coverage limited to 75% instead of no limitation.
- Building height reduced from 50 feet to 30 feet.
- Front building setback reduced from 50 feet to 17.5 feet, and the rear building setback reduced from 30 feet to five feet.
- Permitted uses limited to metal container storage.
- Landscape edge along the north boundary next to the Muskogee Turnpike reduced from 10 feet to 5 feet. In this landscaped edge, at least one medium to large evergreen tree will be planted per 25 lineal feet instead of one tree per 50 lineal feet. Landscaping along Old Highway 51 will be provided in accordance with the Zoning Ordinance.
- Irrigation can occur with water bags instead with an underground system or drip hoses.
- Opaque screening, including the use of opaque slats, will be provided along the north boundary next to the Muskogee Turnpike.
- No outdoor storage is permitted.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Muskogee Turnpike and Level 3	A-1	Muskogee Turnpike and undeveloped
East	Muskogee Turnpike and Level 3	A-1	Muskogee Turnpike and undeveloped
South	Level 6	A-1	Outdoor equipment sales and service
West	Level 6 via BACP-141	A-1 to PUD-231/BAZ-1942	Proposed plumbing business

None of the property is located in a 100-year floodplain area.

The property associated with PUD-274 and BAZ-1996 is shown in the Comprehensive Plan as Level 6. The IL zoning requested with BAZ-1996 is considered to be in compliance with the Comprehensive Plan in Level 6 when submitted with a PUD.

An existing off-premise advertising sign is located on the property next to the Muskogee Turnpike. According to aerial photographs, this sign has been located on the site since at least 1995. Off-premise advertising signs are not permitted by the Zoning Ordinance, but the existing sign is allowed to remain as a legal nonconforming structure. According to Section 8.1.A of the Zoning Ordinance, “While nonconformities may continue, this chapter (i.e. Chapter 8) is intended to achieve their eventual elimination, in order to preserve the integrity of this Ordinance and the character of the City.” In similar PUD’s that contain off-premise advertising signs, Staff has recommended and the Planning Commission and City Council have concurred that the existing leases on the off-premise advertising signs shall not be renewed or extended.

Attachments:

- Case map
- Aerial photo
- Comprehensive Plan
- PUD-274 design statement and conceptual site plan
- Couch Addition recorded plat
- Section 8.1.A of the Zoning Ordinance
- Pictures of the site looking northeast

Recommendation:

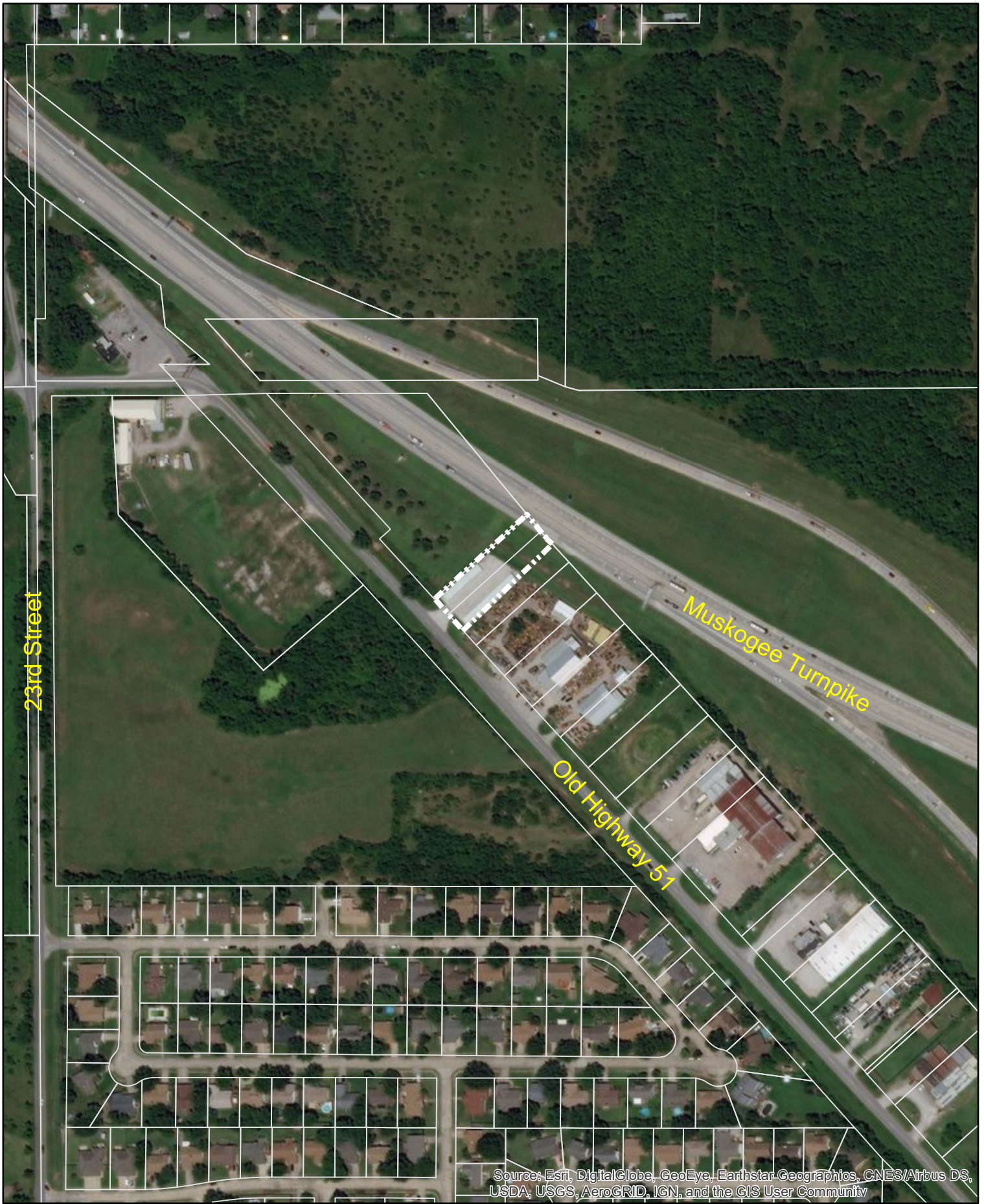
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-274 and BAZ-1996 be approved subject to the property being replatted in accordance with the City of Broken Arrow Subdivision Regulations along with the following being added to Section IX of the design statement for PUD-274 and the revised design statement being resubmitted by February 13, 2018:

1. In addition, as per Section 8.1.A of the Zoning Ordinance, the lease associated with this sign shall not be extended or renewed, and the sign shall be removed within six months of the current lease expiring.

Reviewed By: **Larry R. Curtis**

Approved By: **Michael W. Skates**

BDM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Doc's Container Storage
PUD 274 & BAZ 1996

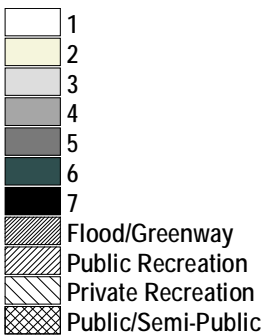


Kenosha/209th/Houston/County Line (Section 7-18-15)

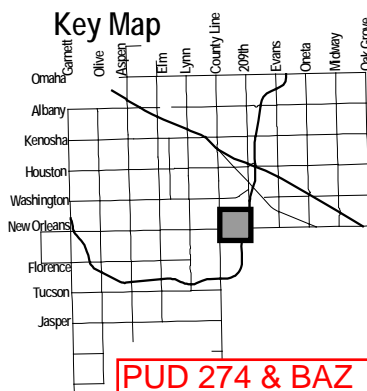
Level 7 designations are given to all tracts in the northeast quarter section and the southern half of the southeast quarter section based on the LUIS model and the desire to promote opportunities for a major employment center in vicinity of the BA Expressway, Muskogee Turnpike and the proposed South Loop. Level 6 designations are given to tracts between Highway 51 and the Muskogee Turnpike in the southwest quarter section. A Level 6 designation is also given to the tract of land in the southwest corner of the section that is so zoned. Level 4 designations are given to tracts in the southeast corner and northwest corner of the southwest quarter section along Highway 51 consistent with LUIS Model and existing zoning patterns. Level 4 designations are also given to existing small commercial tracts in the northwest and southwest corners of the section. Level 3 designations are given to tracts in the northwest quarter section as a buffer between existing Level 2 development in the northwest corner and the Level 7 development area to the east. The aforementioned Level 2 development could become a Level 4 designation pending homeowner approval and subsequent amendment of the Future Development Guide. Level 2 designations are given to the remainder of tracts currently developed as medium intensity residential areas and the tract of ground between the Oak Creek Park subdivision and the Level 4 area. The portion of the southeast quarter section north of the Turnpike is designated a Level 1 consistent with existing covenants.

Kenosha

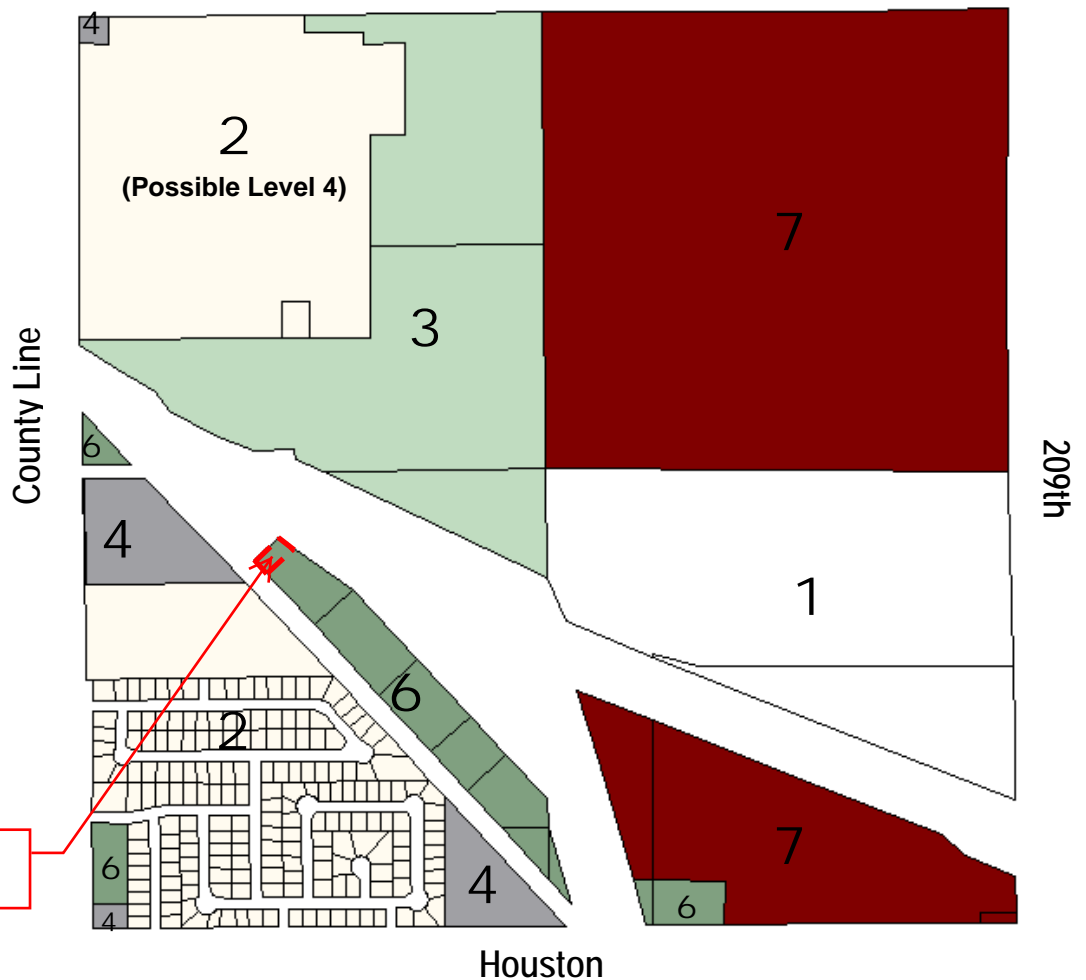
LUIS Classification



Key Map



**PUD 274 & BAZ
1996**



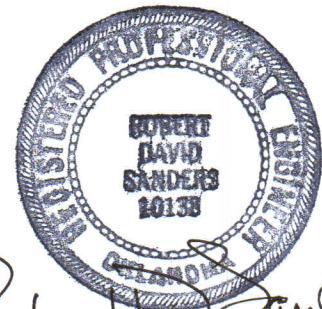
Doc's Container Storage

PLANNED UNIT DEVELOPMENT NO. 274

Owner/Developer
Doc's Container Storage
7755 ½ Old Highway 51
Broken Arrow, OK 74014

Prepared By:
Sanders Engineering, Inc.
11502 South 66th East Avenue
Bixby, OK 74008

Date: December 28, 2017



Robert D. Sanders
2/14/18



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I. DEVELOPMENT CONCEPT

The project site comprises about 0.399 acres situated in the Southwest quarter of Section 7, Township 18 North, Range 15 East, Wagoner County, and City of Broken Arrow, Oklahoma; and, was platted in Wagoner County as Lot 1 Block 2 Couch Addition. The site is located on Old Highway 51 approximately one-half mile north and a quarter-mile east of Houston Street and S. 23rd Street (81st and County Line). The Owner, Doc's Container Storage, proposes to create this Planned Unit Development (PUD) based on the existing container storage facility that has been in operation for several years. The existing facility is an unoccupied container storage facility, having no buildings or offices. The Owner has proposed this PUD and other supporting documents to bring the property into compliance with City of Broken Arrow standards for zoning and platting.

There are no water courses, ponds or drainage ways located on, across or adjacent to the subject property.

The property is located in Zone "X", area of minimal flood hazard, according to FEMA Flood Hazard Panel No. 40145C0095J

Although utilities are available to the site, no utilities are required to serve the property. An overhead electric line diagonally traverses the southerly half of the site from southeast to northwest. This overhead line begins at a light pole in the Old Highway 51 right-of-way and terminates in a power pole. No power is currently used by the property other than the public light pole. There are no habitable structures proposed in this project. No gas, water sewage disposal or telephone services are provided to the rental storage containers.

A gravel surface provides all-weather access to the container storage units. No parking is provided since there are no offices or habitable buildings; and the site is secured by a locked gate with access code.

II. ZONING

This property is currently zoned A-1. This is the zoning that was assigned to the property following annexation by the City of Broken Arrow in 1986. This underlying zoning is proposed to be change to IL (Industrial Light). The property is designated as Level 6 – Regional Employment/Commercial in the Comprehensive Plan. According to the Comprehensive Plan IL zoning is "possible" in Level 6 when it is accomplished in conjunction with a PUD. Amendment to the Comprehensive Plan is not contemplated for the project.

III. DIMENSIONAL AND DENSITY STANDARDS

The property associated with this PUD shall be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the IL district, except as noted herein.

Section 4.1 D Nonresidential District Standards

	<u>Ordinance</u>	<u>Proposed by this PUD</u>
A. Lot Area	12,000 s.f. min.	12,000 s.f.
B. Lot Frontage	100 ft min.	100 s.f.
C. Building Coverage	No minimum	75%
D. Building Height	50 ft./4 stories max.	30 feet
E. Setbacks: Front	50 ft. min.	17.5 ft. To Storage Bldgs.
Rear	30 ft. min	5.0 ft. To Storage Bldgs.
Side Abutting	0 ft.	0'
Property in Same District		
F. Max Floor Area - Gross Area x 0.75	13,028 s.f.	13,000 s.f.
G. Uses Permitted	As allowed in IL	Metal Container Storage

IV. SITE PLAN REVIEW

This is an existing business, an unattended container storage facility with no permanent parking or office space. No building permit will be issued for the construction or installation of any new buildings within the development until the developer has submitted a detailed site plan that is approved by the City of Broken Arrow. No habitable buildings shall be allowed on the property.

V. LANDSCAPING

Landscaping shall be installed and maintained in accordance with the City of Broken Arrow Zoning Ordinance except as follows:

1. The landscape edge along the northerly (Turnpike) side of the property is reduced from 10 feet in width to 5 feet in width.
2. In the landscape edge along the northerly (Turnpike) side of the property, at least one (1) medium to large evergreen tree as listed in the Zoning Ordinance shall be planted per 25 lineal feet of frontage. Trees may be grouped together or spaced.
3. Irrigation may be provided either in accordance with the Zoning Ordinance or with water bags.
4. The landscape features within this property shall be maintained in accordance with the requirements of Section 5.2 of the Zoning Ordinance. Any required trees that fail shall be replaced in accordance with the Zoning Ordinance.

VI. SCREENING

An eight-foot (8') high screening fence shall be provided along the northerly (Turnpike side) property line. The existing fence may be used; however, opaque slats shall be installed in the fence. Opaque screening is not required for the remaining perimeter.

VII. OUTDOOR STORAGE - No outdoor storage is permitted

VIII. SIDEWALK

A sidewalk, 5-feet in width, shall be installed in accordance with the Subdivision Regulations along Old Highway 51.

IX. SIGNAGE

There is an existing highway outdoor advertising sign located on the property.

1. This sign is allowed to remain under Section 5.7.C.10.a of the Zoning Ordinance; however, per the Zoning Ordinance, no additional freestanding signs will be allowed on the property while the highway advertising sign remains.
2. In addition, as per Section 8.1.A of the Zoning Ordinance, the lease associated with this sign shall not be extended or renewed, and the sign shall be removed within six months of the current lease expiring.

X. PLATTING REQUIREMENT

Doc's Container Storage is Lot 1 Block 2 of an existing Wagoner County Plat, Couch Addition that was annexed into the City of Broken Arrow in 1986. Upon approval of this PUD Lot 1 Block 2 will be re-platted in accordance with City of Broken Arrow Subdivision Regulations.

XI. SCHEDULE OF DEVELOPMENT

Development of the project is expected to commence within 12 months of the filing of the approved Planned Unit Development and subsequent plat.

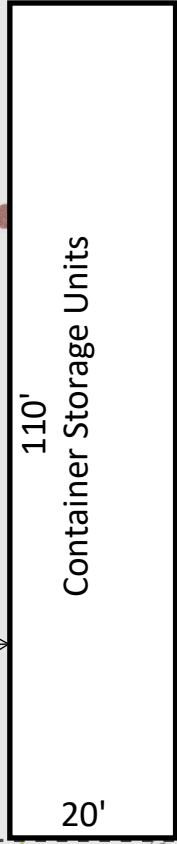
XII. LEGAL DESCRIPTION

Lot1 Block 2, Couch Addition, a subdivision of a part of the SW/4 of Section 7, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the Plat thereof recorded in Book 2097, Page 0596; less and except that part of said Lot 1, Block 2 acquired by condemnation by the Oklahoma Turnpike Authority as described in case 14878, report of Commissioners, and recorded in Book 369, Page 280.

S 46°17'27" W

160' (DEED)

159.70' (FIELD)



20'x150' Fire Lane
Stabilized, Unmarked

12" Compacted Aggregate

Container Storage Units

150'

188.11' (FIELD)

188' (DEED)

N 46°17'27" E

5' Building Line & LS/E

Existing 8' Screening
Fence (Chain Link
w/opaque slats)

N

OUTLINE

DEVELOPMENT PLAN

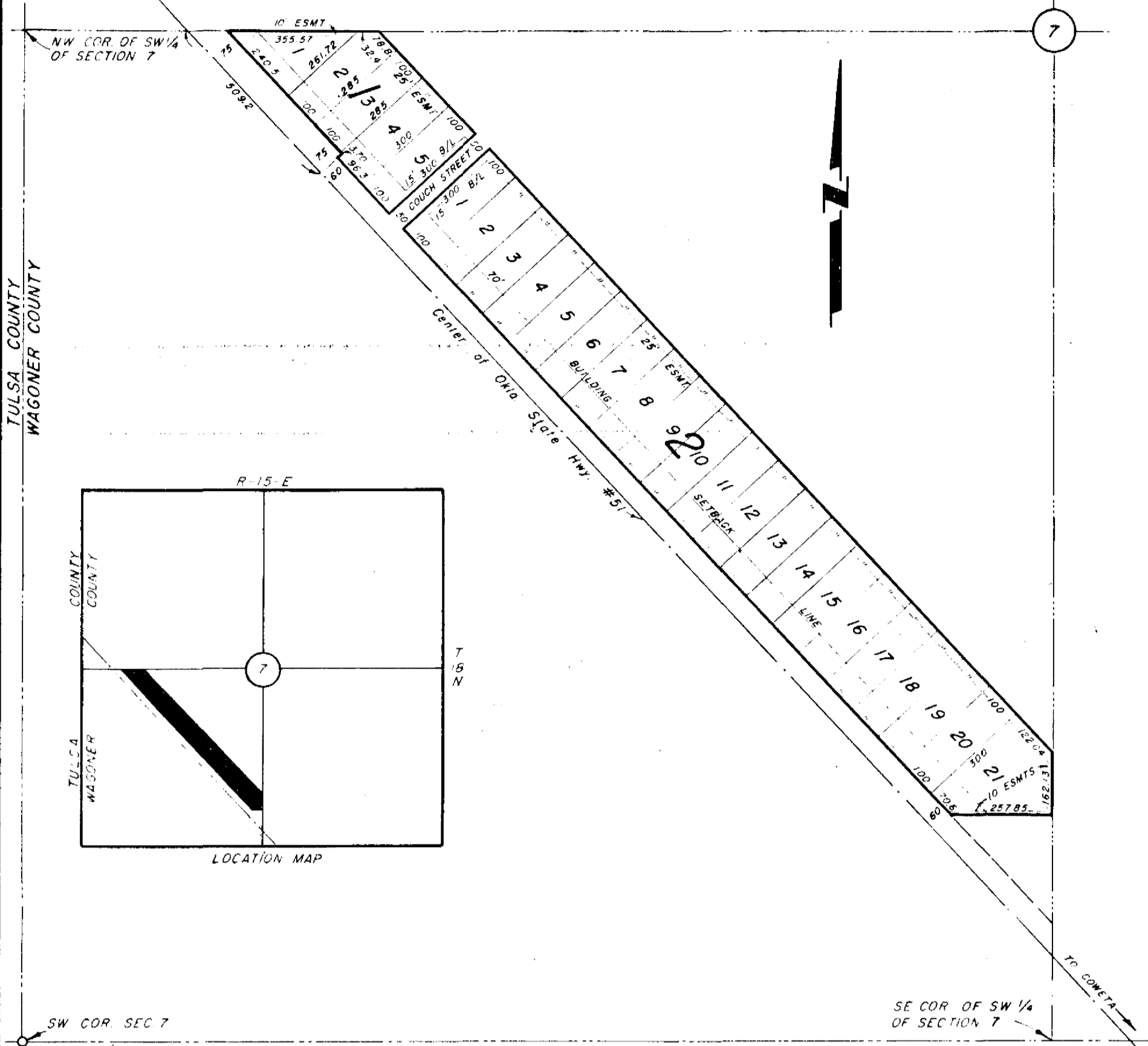
**Doc's Container Storage
7755-1/2 Old Highway 51**

COUCH ADDITION

A SUBDIVISION OF A PART OF THE S W 1/4
OF SECTION 7, T-18-N, R-15-E

WAGONER COUNTY, OKLA.

600 450 300 0 300 600
1"=300'



STATE OF OKLAHOMA
COUNTY OF WAGONER) ss.
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED

FEB 5 1958

AT 8 am O'Clock
JACK C. JONES, County Clerk
By *John Brown* Deputy

SISEMORE SURVEYING SERVICE
3611 S. HARVARD TULSA, OKLA. RI 7-0011

SURVEY BY: *ST* BOOK 115 PAGES 13
DRAWN BY: *RV* CKD. DATE 12-26-57
ORDER 5558 SHEET 1 OF 1
SCALE 1"=300' FILE DWR SEC. 5

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, C. W. Couch and Rotha O. Couch, husband and wife, are the owners of the following described real estate, situated in Wagoner County, State of Oklahoma, to wit:

A tract of land in the Southwest Quarter (SW 1/4) of Section 7, Township 18 North, Range 15 East, said tract being described as beginning at the point where the Northeastly right-of-way line of Oklahoma State Highway No. 51 intersects with the North line of the said SW 1/4 of Section 7; thence Easterly along the North line of said SW 1/4 for 387.97 feet; thence Southeastly on a line that is parallel to and 360 feet Northeastly at right angles from the center line of said Highway No. 51 for 2550.84 feet to a point on the East line of said SW 1/4; thence Southerly along the East line of said SW 1/4 for 162.13 feet; thence Westerly parallel to the South line of said SW 1/4 for 257.85 feet to the Northeastly right-of-way line of said Highway 51; thence Northwestly along said right-of-way line to the point of beginning, and

WHEREAS the above named owners have caused the above described tract to be surveyed, staked, platted and subdivided into lots and blocks, and streets, and have designated the same as "COUCH ADDITION" a sub-division of a part of the Southwest Quarter (SW 1/4) of Section 7, Township 18 North, Range 15 East, Wagoner County, Oklahoma.

NOW THEREFORE, the undersigned owners do hereby dedicate for public use all of the streets as shown on said plat and do hereby guarantee the title to all of the land covered by said streets, and now for the purpose of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title, to the subdivision of said land, hereinafter referred to as lots and blocks, the undersigned do hereby impose the following restrictions and reservations and create easements which shall be binding upon them, their successors and assigns, to wit:

RESTRICTIONS

1. No building shall be located on any lot nearer to the front line, nor nearer to the side street line than the minimum building setback lines which are shown by the plat, and in any event, no building shall be located on any lot nearer than five (5) feet to any side line or property line, and for the purpose of this covenant, open porches shall be considered a portion of a building.
2. The Southerly 150 feet facing State Highway No. 51 shall be used for commercial purposes and all buildings constructed upon said Southerly 150 feet shall be of masonry construction, shall not have less than 1000 square feet on the ground floor, with the Southerly 25 feet of the first floor of any such building constructed upon the said Southerly 150 feet of any lot to be used for commercial purposes only and the residue of said building may be used for residential purposes.
3. That the Northerly 150 feet of all lots in said addition except Lot 1 in Block 1 may be used for residential purposes and any residence constructed upon the Northerly 150 feet of any such lot shall not have less than 1000 square feet of floor space exclusive of garages, porches and breezeways, and shall not be built closer than 50 feet from the northerly line of any such lot, and any such residence shall be constructed of rock or brick on the front at least window height.
4. That no lot or any part thereof shall be used for salvage yard, dance hall or trailer court, nor shall any beverage of alcoholic content of 3.2% or more be stored or sold upon any such lot or any part thereof, nor shall there be carried on any obnoxious or offensive trade or enterprise upon any lot or part thereof, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
5. That there shall not be kept upon said lots or any part thereof, any goats, sheep or commercial livestock or poultry, nor shall the boarding thereof be permitted upon said lots or any part thereof.
6. No structure of a temporary character, basement, tent, shack, garage, barn or other out-building shall be used on any lot any time as a residence or for business purposes either temporarily or permanently.
7. That no building of any description shall be moved from any other location to any lot in this addition.
8. That the North 25 feet of the lots in said addition, except Lot 1 in Block 1, may be utilized for road purposes at any time an additional 25 feet is dedicated for road purposes adjoining said tract above described, on the North, thus creating a 50 foot roadway and establishing means of ingress and egress to and from the lots hereinabove mentioned on the Northerly line thereof.
9. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
10. No wall, hedge or other barrier with a height of more than 6 feet shall be erected on or placed on any lot, nor shall any wall, hedge or other barrier with a height of more than 3 feet be erected, or placed nearer to the street than the minimum setback line shown on the recorded plat.
11. The undersigned owners further dedicate to the public forever, easements and right-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, water lines, streets and roads, together with all fittings and equipment for each of such facilities, including the poles, wire, conduits, pipes, valves, meters and any other appurtenances thereto belonging, with the right of ingress and egress upon said easement and right-of-way for the uses and purposes aforesaid, together with a similar right in each and all of the streets shown on said plat; provided however, that the undersigned owners hereby reserve the right, to construct, maintain, operate, lay and re-lay water lines, sewer lines, streets and roads, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all strips of land included within the easement shown thereon, both for the purpose of furnishing water and sewer service and/or street access to the area included in said plat and to any other area.
12. That these covenants are to run with the land and shall be binding on all the parties and all the persons claiming under them until the 1st day of January, 1963, at which time said covenants shall be automatically extended for successive periods of five years, unless by vote of the majority of the owners of the lots in said subdivision, it is agreed to change the covenants in whole or in part.
13. That if the parties hereto or any of them, or their heirs or assigns, or any persons hereafter owning any of said lots, shall violate any of the covenants, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing, or to recover damages or other dues from such violation.
14. Invalidity of any of these covenants by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of January, 1958.

C. W. Couch
C. W. Couch

Rotha O. Couch
Rotha O. Couch

STATE OF OKLAHOMA }
County of Wagoner } ss.

Before me, the undersigned, a Notary Public, within and for the State of Oklahoma, on this 31st day of January, 1958, personally appeared C. W. Couch and Rotha O. Couch, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires:

12-4-1961

J. K. Allen
Notary Public

SURVEYOR'S CERTIFICATE

I, the undersigned, H. B. Sisemore, owner of Sisemore Surveying Service, and a competent surveyor, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks and streets, a part of the Southwest Quarter (SW 1/4) of Section 7, Township 18 North, Range 15 East, Wagoner County, Oklahoma, the same to be known as COUCH ADDITION, a subdivision of a part of the SW 1/4 of said Sec. 7, T 18 N, R 15 E, Wagoner County, Oklahoma, that iron pins are on all lot corners and that the attached plat is a true representation of said survey.

Witness my hand and seal this 29 day of January, 1958.

SISEMORE SURVEYING SERVICE

By *H. B. Sisemore*
H. B. Sisemore Owner

STATE OF OKLAHOMA }
County of Tulsa } ss.

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 29 day of January, 1958, personally appeared *H. B. Sisemore*, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires:

12-4-1961

Francis M. Fields
Notary Public

CERTIFICATE

This is to certify that the tax records of the County Treasurer's Office of Wagoner County, Oklahoma, show no delinquent taxes on the real estate described in the above Certificate of Owners, and that sufficient surety bond has been deposited with the said County Treasurer's Office to cover the 1957 ad valorem taxes in compliance with Title 11, Section 514, O. S. A., 1911.

Dated this 4th day of February, 1958.

John P. Hall
County Treasurer

CHAPTER 8: NONCONFORMITIES

8.1 GENERAL PROVISIONS

A. Purpose

The purpose of this chapter is to regulate and restrict uses, structures, lots, and signs that were established legally prior to the effective date of this Ordinance, that no longer conform to the requirements of this Ordinance or future Ordinance amendments. All such situations are collectively referred to in this chapter as "nonconformities." While nonconformities may continue, this chapter is intended to achieve their eventual elimination, in order to preserve the integrity of this Ordinance and the character of the City.

B. Authority to Continue

1. Generally

Any nonconformity that lawfully existed as of the effective date of this Ordinance and that remains nonconforming, and any nonconformity that is created as a result of any subsequent rezoning or amendment to the text of this Ordinance, may be continued or maintained as a nonconformity only in accordance with the terms of this chapter.

2. Exception Due to Variances, Minor Modifications, or Specific Use Permit

Notwithstanding subsection 1. above, this chapter shall not apply to any development standard or feature that is the subject of a variance or minor modification granted under this Ordinance. Where a variance, specific use permit, or minor modification has been granted that results in a development standard or feature that does not otherwise conform to the requirements of this Ordinance, that development standard or feature shall be deemed conforming.

C. Determination of Nonconformity Status

In all cases, the burden of establishing the existence of a legal nonconformity shall be solely upon the owner of the nonconformity, not the City.

D. Nonconformities Created Through Government Action

If a structure, use of land, use of structure, or characteristic of use does not comply with the requirements of this Ordinance solely as a result of an acquisition of land or other action by a government agency for a public purpose, then such structure, use of land, use of structure, or characteristic of use on land not acquired by the government shall be deemed conforming.

E. Change of Ownership or Tenancy

Changes of ownership, tenancy, or management of property with an existing nonconformity are permitted, but such nonconformities shall continue to be subject to the provisions of this chapter.

F. Maintenance and Minor Repair

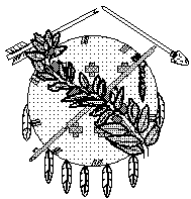
Minor repairs or maintenance of nonconformities that are required to keep structures or sites in a safe condition are permitted, provided that the minor repair or maintenance



Old Highway 51 looking northeast



Old Highway 51 looking northeast



City of Broken Arrow

Fact Sheet

File #: 18-317, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

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

Acceptance of a Deed of Dedication from Alfa Laval, Inc. for Nashville Street, on property located one-half mile south of Houston Street, east of 9th Street, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E)

Background:

On March 7, 2017, the City Council approved BAZ-1971 to change the zoning designation on a 26.2-acre undeveloped tract located east of the existing Alfa Laval facility from A-1 (Agricultural) to IL (Industrial Light) subject to the property being platted and a Planned Unit Development (PUD) being submitted and approved by the City Council. On December 5, 2017, the City Council approved PUD-268 for Alfa Laval to expand the existing industrial operation located at 1201 South 9th Street. The expanded site includes the existing facility and the rezoned property to the east. The approval was subject to platting and to conditions of approval including the dedication of street right-of-way along the south boundary of the project site to extend E. Nashville Street nearly to the eastern boundary of the site.

The west part of the rezoned property was initially platted as part of "Lynn Lane Industrial Park," recorded in Tulsa County in 1974. The plat included the Nashville Street right-of-way (ROW) that divided the plat into two blocks and extended eastward from 9th Street a distance of 1,237.2 feet. In 1994, the plat was amended resulting in the combination of lots to create the "Amended Plat of Lynn Lane Industrial Park" (the lot where Alfa Laval's facility is now located). It also vacated a portion of the project site resulting in that portion being unplatted. The street ROW that was dedicated as part of the Lynn Lane Industrial Park was never constructed, and the ROW was relocated to the south boundary of the industrial park site with the amended plat.

On March 8, 2018, the Planning Commission is scheduled to consider a request from Khoury Engineering, Inc. to approve a Preliminary/Conditional Final Plat to plat the entire Alfa Laval site included with PUD-268 and to dedicate street ROW shown as Reserve "A" on the plat. A request to vacate the "Amended Plat of Lynn Lane Industrial Park" is being processed simultaneously with the Alfa Laval plat. The City of Broken Arrow will be constructing the E. Nashville Street ROW; however, the plat will not be complete in time for the street construction to begin. Therefore, this ROW dedication is being completed by separate instrument to permit the ROW construction to begin.

Cost: None
Prepared By: Jane Wyrick, AICP
Reviewed By: Development Services Department
Legal Department

Assistant City Manager

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

Attachments: **Deed of Dedication**
 Exhibit A, Right-of-Way Exhibit
 Case Map for PUD-268
 Quit Claim Deed
 PT18-103, Alfa Laval Preliminary Plat
 PT18-103, Alfa Laval Conditional Final Plat

Recommendation: **Accept the Deed of Dedication from Alfa Laval, Inc. for Nashville Street**

**DEED OF DEDICATION
CORPORATION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ALFA LAVAL, INC by Joe Lawrence, its Vice President, and John Lund, its Assistant Secretary, the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, the grantee, and other good and valuable considerations, receipt of which are hereby acknowledged, do (es) hereby dedicate to the City of Broken Arrow for the benefit of the public, forever, the following described property, to wit (Refer to Exhibit "A"):

A TRACT OF LAND IN THE SOUTH HALF (S/2) OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE I.B. & M, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF (S/2) OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13 TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE I.B. & M, TULSA COUNTY, STATE OF OKLAHOMA, THENCE N 88°45'34" E ALONG THE SOUTH LINE OF SECTION 13 A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING. THENCE N 01°17'33" W PARALLEL TO THE WEST SECTION LINE, A DISTANCE OF 85.00 FEET; THENCE S 46°16'00" E A DISTANCE OF 35.37 FEET; THENCE N 88°45'34" E A DISTANCE OF 2332.75 FEET; THENCE N 48°45'34" E A DISTANCE OF 136.56 FEET; THENCE N 88°45'34" E A DISTANCE OF 136.85 FEET; THENCE S 01°19'16" E A DISTANCE OF 147.78 FEET; THENCE S 88°45'34" W ALONG THE SOUTH SECTION LINE, A DISTANCE OF 2599.36 FEET TO THE POINT OF BEGINNING.

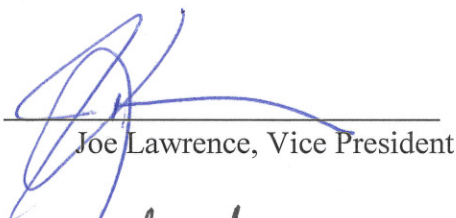
together with all the improvements thereon and appurtenances there-unto belonging.

TO HAVE AND TO HOLD such property unto the City of Broken Arrow, Oklahoma, a municipal corporation, grantee, its successors and assigns forever.

DATED this 22nd day of February 2018.

ALFA LAVAL, INC., A New Jersey Corporation

By


Joe Lawrence, Vice President

By


John Lund, Assistant Secretary

Commonwealth of Virginia)

)ss.

County of Henrico)

Before me, the undersigned Notary Public, in and for said County and State, on this 22nd day of February, 2018, personally appeared Joe Lawrence, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its vice-president, and John Lund, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its assistant secretary and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 9/30/2020

Debra L. Mayne
Notary Public



Approved as to Form:

Asst. City Attorney

Approved as to Substance:

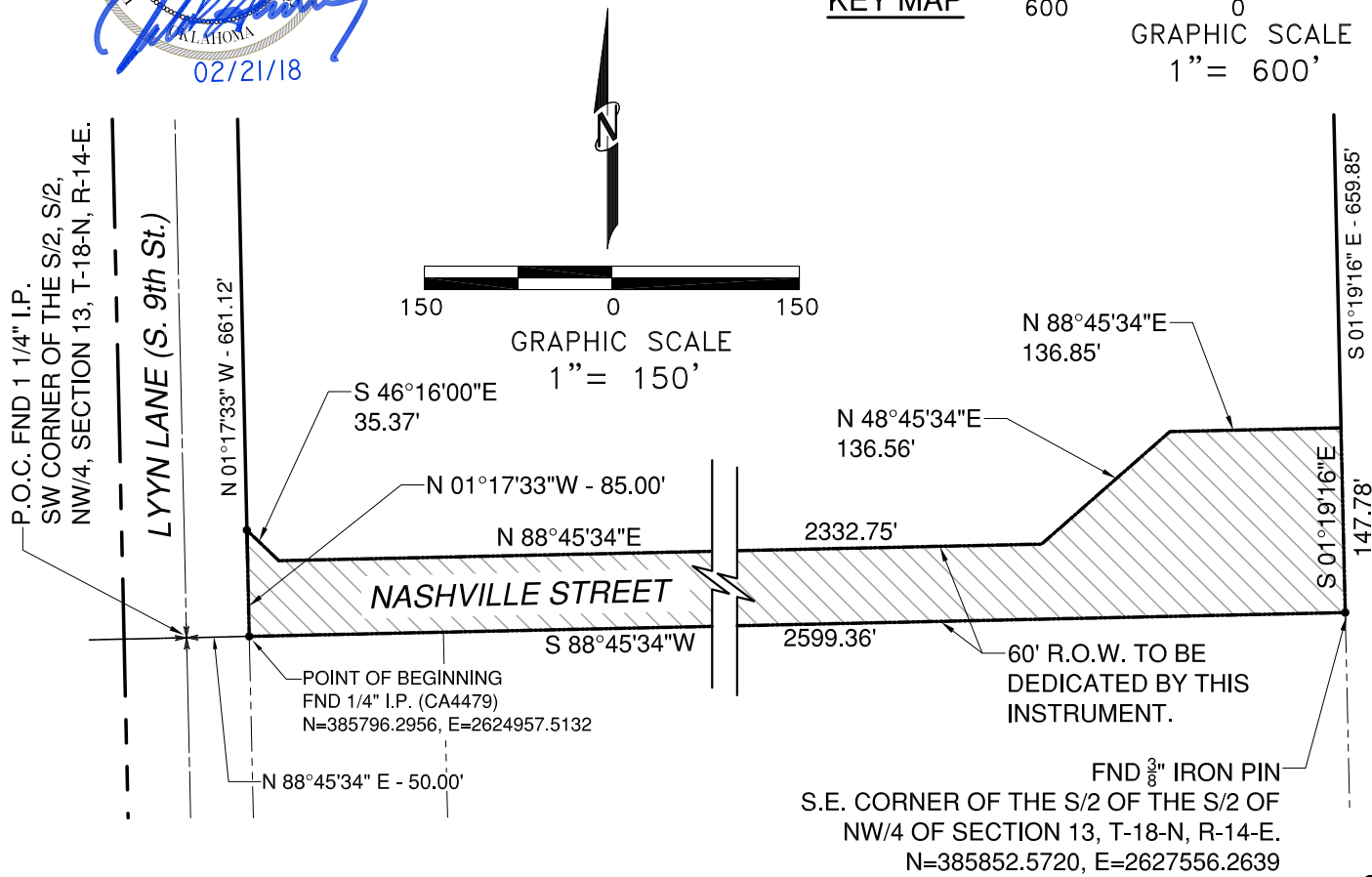
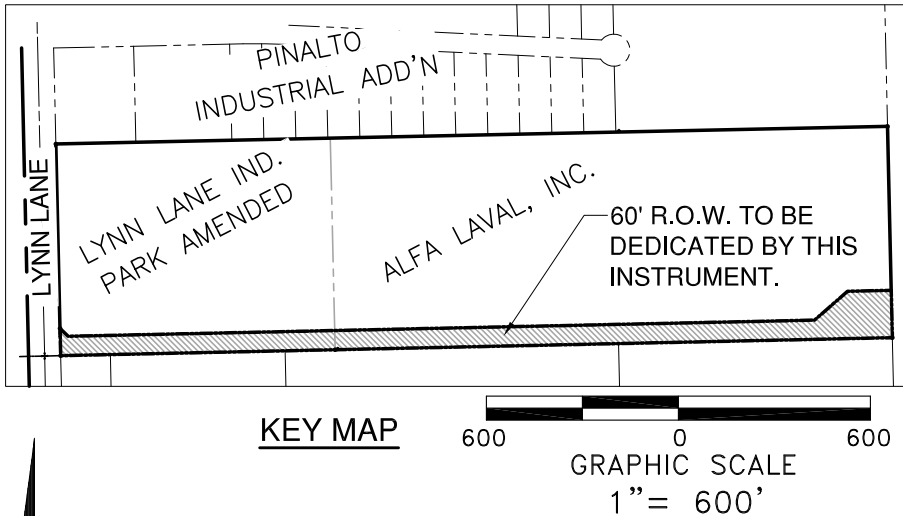
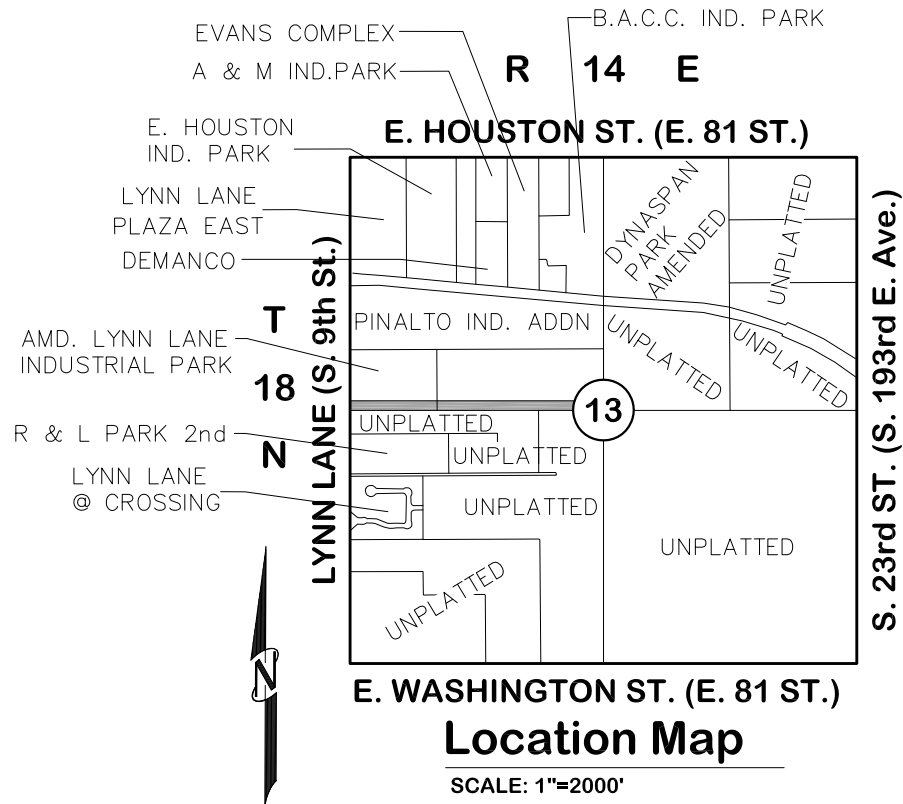
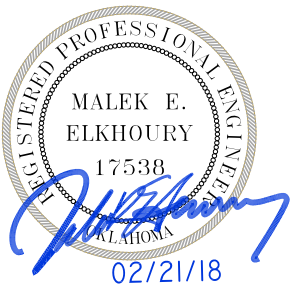
Mayor

Project Engineer: MI checked: 2-27-18 Project: _____

LEGAL DESCRIPTION OF R.O.W.

A TRACT OF LAND IN THE SOUTH HALF (S/2) OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE I.B. & M, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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2/21/18



Khoury Engineering, Inc.
Civil Engineering – Land Development

1435 East 41st Street
Tulsa, OK 74105
CA #3751, Renewal 06-30-19

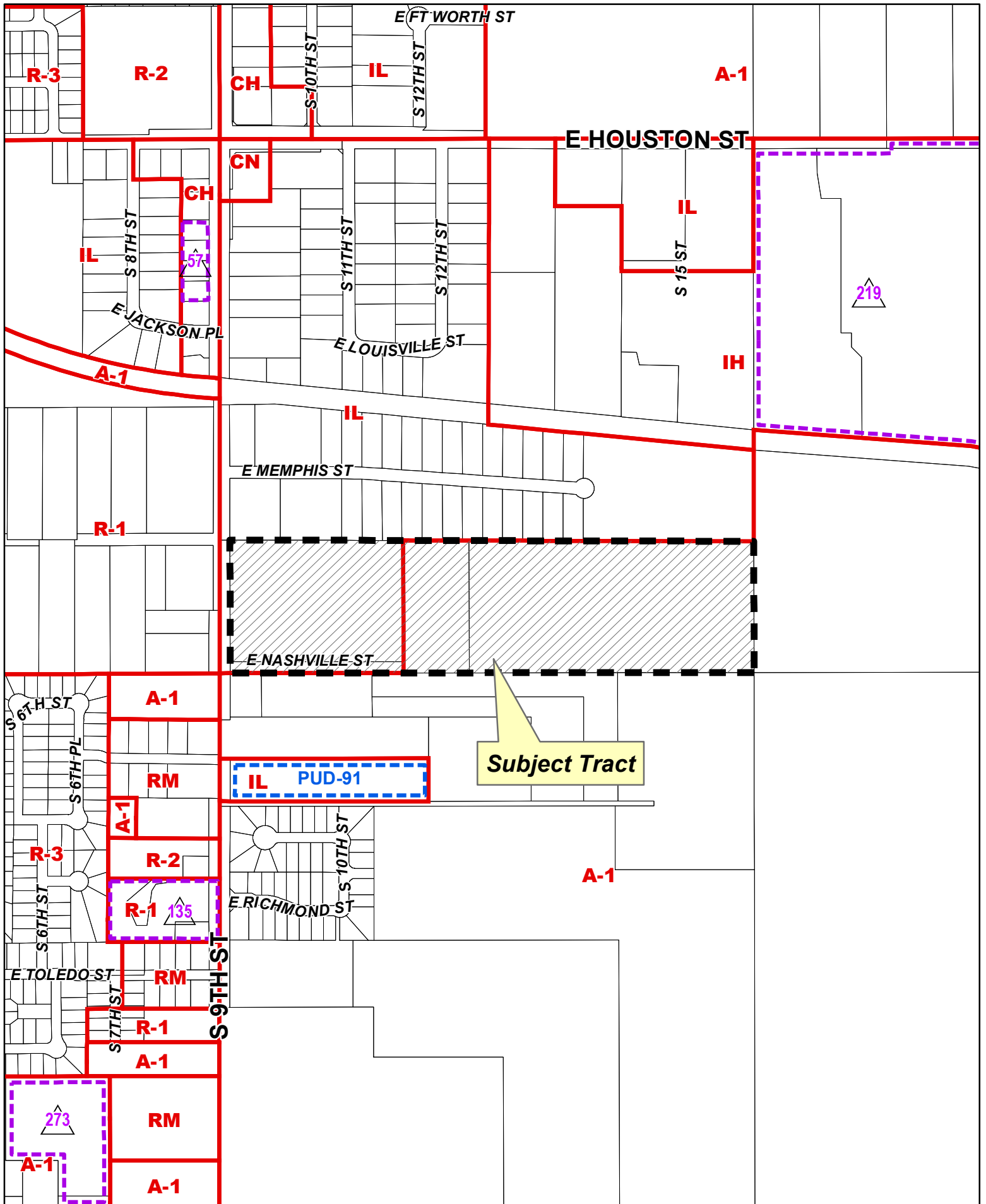
Tel 918.712.8768
Fax 918.712.1069

ALFA LAVAL, INC
1201 S. 9TH STREET
CITY OF BROKEN ARROW - TULSA COUNTY - OKLAHOMA

RIGHT-OF-WAY EXHIBIT

EXHIBIT No.

A



Subject Tract

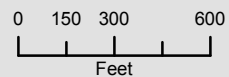


300' Radius



Subject
Tract

PUD-268



13 18-14





Tulsa County Clerk - Michael Willis

Doc # 2018011559 Page(s): 4

02/09/2018 03:34:17 PM

Receipt # 18-7660

Fee: \$ 19.00

When recorded return to:
Conner & Winters, LLP
4000 One Williams Center
Tulsa, OK 74172-0148

QUIT CLAIM DEED

THIS INDENTURE, made this 9th day of February, 2018, between Alfa Laval Inc., a New Jersey corporation, as successor in interest to Air Cooled Exchangers LLC, a Delaware limited liability company ("Grantor"), and Alfa Laval Inc., a New Jersey corporation ("Grantee") with a mailing address of c/o Tax Department, 5400 International Trade Drive, Richmond, Virginia, 23231.

WITNESSETH, that Grantor, in consideration of the sum of Ten and No/Dollars to it duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the Grantee, and to its successors and assigns forever, both at law and in equity, all of Grantor's right, title and interest in and to, the real property situated in the County of Tulsa, State of Oklahoma, more particularly described on Exhibit A attached hereto and made a part hereof together with all and singular the hereditaments and appurtenances thereunto belonging TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

WITNESSETH, that this Quit Claim Deed is executed and recorded in order to document in the land records of the County Clerk of Tulsa County, Oklahoma, that Alfa Laval Inc., a New Jersey corporation, is the successor in interest to Air Cooled Exchangers LLC, a Delaware limited liability company.

[SIGNATURE PAGE ATTACHED]

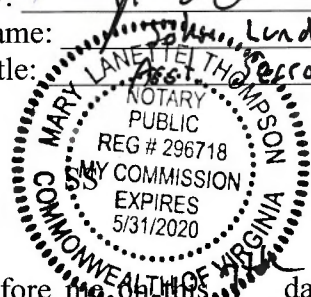
IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year above written.

Alfa Laval Inc., a New Jersey corporation, as successor in interest to Air Cooled Exchangers LLC, a Delaware limited liability company

By: [Signature]
Name: JOE LAWRENCE
Title: VICE PRESIDENT

By: [Signature]
Name: John Lund
Title: Asst. Secretary

COMMONWEALTH OF VIRGINIA)
COUNTY OF Hennico)



This instrument was acknowledged before me on this 10th day of February, 2018, by Joe Lawrence, as Vice President and John Lund, as Asst. Secretary, respectively, of Alfa Laval Inc., a New Jersey corporation, as successor in interest to Air Cooled Exchangers LLC, a Delaware limited liability company.

[Signature]
Notary Public

My Commission Expires:
May 31, 2020
[SEAL]

No Documentary Tax Stamp due pursuant to
Okla. Stat. tit. 68, § 3201(A).
Less than \$100 consideration paid.

Exhibit A

Lot One (1) and Lot Two (2) of Block One (1) and Reserve A of the AMENDED PLAT OF LYNN LANE INDUSTRIAL PARK, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

CURVE DATA					
CURVE #	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
C-1	28.00'	90°0'0"	43.98'	S46°14'26"E	39.60'
C-2	29.00'	90°0'0"	45.55'	S46°14'26"E	41.01'
C-3	55.00'	95°0'0"	91.19'	S43°44'26"E	81.10'

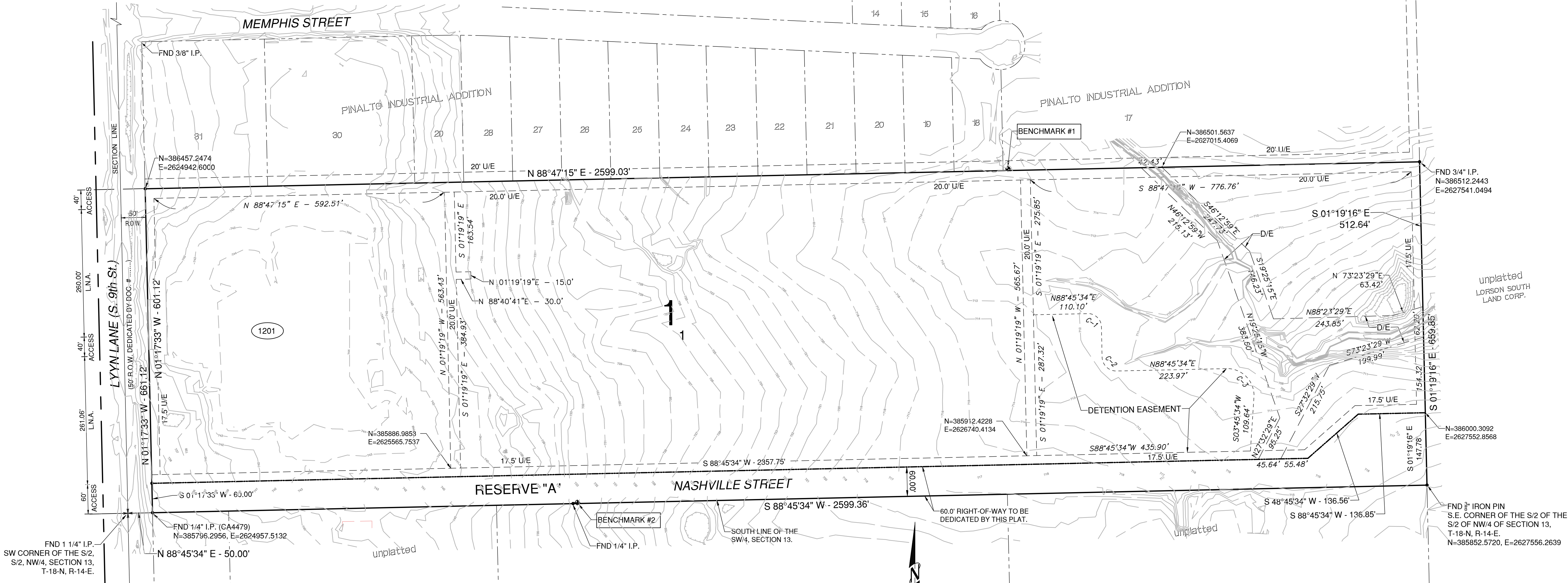
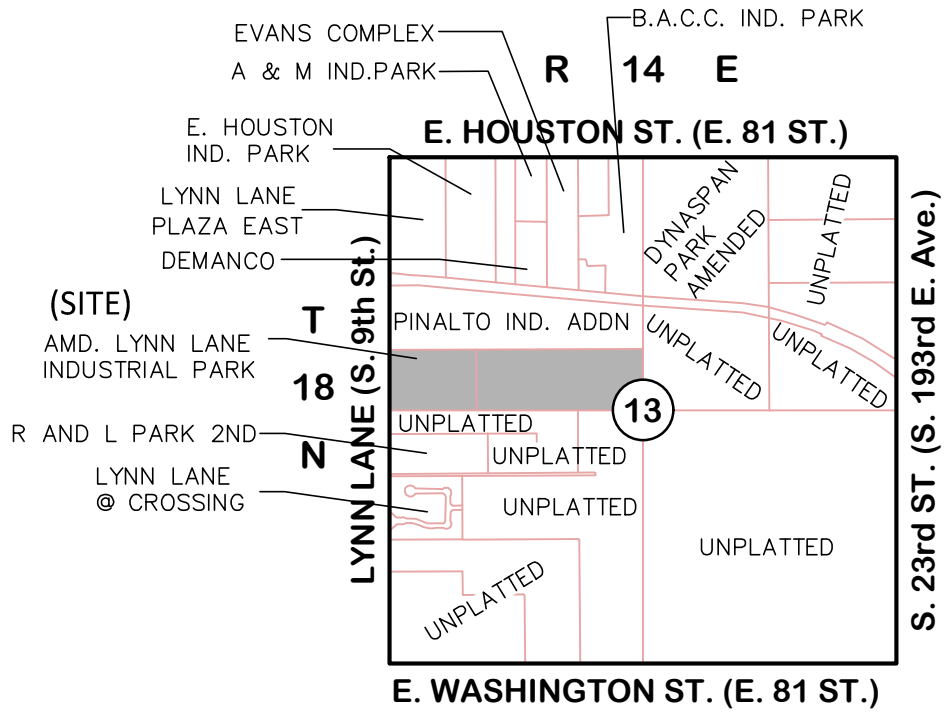
PRELIMINARY PLAT
ALFA LAVAL
PUD - 268

A Replat of the amended plat of "Lynn Lane Industrial Park", An Addition to the City of Broken Arrow, Filed as plat #5005, in Tulsa County, Oklahoma, and a Tract of land in the South Half (S/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Eighteen (18) North, Range Fourteen (14) East, City of Broken Arrow, Tulsa County, State of Oklahoma.

PROPERTY OWNER
ALFA LAVAL, INC.
5400 International Trade Drive
Richmond, VA 23231
Contact: Seifi Hasanali, PH (630) 217-3566
seifi.hasanali@alfalaval.com

SURVEYOR
HOLLOWAY UPDIKE & BELLEN, INC.
818 East S. Blvd.
Muskogee OK, 74402
Contact: Charles W. Chastain, P.L.S.
PH (918) 682-7811
CA No. 219 Renewal: June 30, 2019

ENGINEER
KHOURY ENGINEERING, INC.
1435 East 41st Street
Tulsa, Oklahoma 74105
PH (918) 712-8768
E-mail: kenginc@khouryeng.com
CA No. 3751 Renewal: June 30, 2019



**UNDELRLYING PLAT
& EASEMENT NOTE**

THE UNDERLYING PLAT OF "AMMENDED LYNN LANE INDUSTRIAL PARK", AND RELATED EASEMENTS WILL BE VACATED AT THE TIME OF FILING THIS PLAT AT TULSA COUNTY CLERK'S OFFICE. THEREFORE, THEY ARE NOT SHOWN ON THIS PLAT FOR CLARITY.

LEGEND

U/E = UTILITY EASEMENT
L.N.A. = LIMITS OF NO ACCESS
D/E = DRAINAGE EASEMENT
P.O.B. = POINT OF BEGINNING
BM = BENCHMARK
FND = MONUMENT FOUND
P.O.C. = POINT OF COMMENCEMENT
○ = LOT ADDRESS

LOT SUMMARY

Lot 1: 1,544,155.575 SF (35.45 AC)
RESERVE 'A': 172,574.416 SF (3.96 AC)

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.

THE ELEVATION DATUM IS BASED ON (NAVD 88).

BENCHMARK

BM #1:
60d NAIL IN 22" HACKBERRY TREE. ELEV 715.80
N= 386497.8300; E= 2626701.7880

BM #2:
BM 60d NAIL IN 6" HACKBERRY TREE. ELEV 733.29
N= 385817.1730; E= 2625823.5150

ADDRESSES

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

FLOOD NOTE

THE PROPERTY LIES IN FLOOD ZONE "X" WHICH IS OUTSIDE THE FLOOD HAZARD AREA PER F.I.R.M. COMMUNITY PANEL NO. 40143C 0392L, EFFECTIVE DATE SEPTEMBER 30, 2016.

STORMWATER DISPOSITION NOTE

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD- 020218-07, DATED FEBRUARY 02, 2018

ALFA LAVAL, Tulsa County
PRELIMINARY PLAT - February 12, 2018
Sheet 1 of 1

CASE # PT.-...

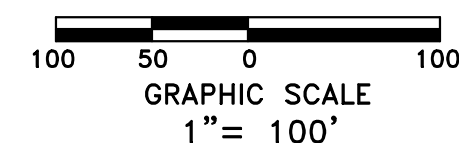
ALFA LAVAL

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ALFA LAVAL, INC.
5400 International Trade Drive
Richmond, VA 23231
Contact: Seifi Hasanali, PH (630) 217-3566
seifi.hasanali@alfalaval.com

HOLLOWAY UPDIKE & BELLEN, INC.
818 East S. Blvd.
Muskogee OK, 74402
Contact: Charles W. Chastain, P.L.S.
PH (918) 682-7811
CA No. 219 Renewal: June 30, 2019

KHOURY ENGINEERING, INC.
1435 East 41st Street
Tulsa, Oklahoma 74105
PH (918) 712-8768
E-mail: kenginc@khouryeng.com
CA No. 3751 Renewal: June 30, 2019



THE UNDERLYING PLAT OF "AMMENDED LYNN LANE INDUSTRIAL PARK", AND RELATED EASEMENTS WILL BE VACATED AT THE TIME OF FILING THIS PLAT AT TULSA COUNTY CLERK'S OFFICE. THEREFORE, THEY ARE NOT SHOWN ON THIS PLAT FOR CLARITY.

Lot 1: 1,544,155.575 SF (35.45 AC)
RESERVE 'A': 172,574.416 SF (3.96 AC)

THE BASIS OF BEARING FOR THIS PLAT IS THE OKLAHOMA
STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.

BENCHMARK
BM #1:
60d NAIL IN 22" HACKBERRY TREE. ELEV 715.80
N= 386497.8300; E= 2626701.7880

BM #1:
60d NAIL IN 22" HACKBERRY TREE. ELEV 715.80
N= 386497.8300; E= 2626701.7880

BM #2:
BM 60d NAIL IN 6" HACKBERRY TREE. ELEV 733.29
N= 385817.1730; E= 2625823.5150

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

THE PROPERTY LIES IN FLOOD ZONE "X" WHICH IS OUTSIDE THE
FLOOD HAZARD AREA PER F.I.R.M. COMMUNITY PANEL NO. 40143C
0392L, EFFECTIVE DATE SEPTEMBER 30, 2016.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD- 020218-07, DATED FEBRUARY 02, 2018

BY THE CITY COUNCIL OF THE CITY OF BROKEN
ARROW, OKLAHOMA

Mayor

Attest: City Clerk

CASE # PT..-...

DEED OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ALFA LAVAL, INC., A NEW JERSEY CORPORATION (THE "OWNER") IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

THE SOUTH HALF (S/2) OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE 1.B. & M. TULSA COUNTY, STATE OF OKLAHOMA, LESS THE WEST FIFTY (50) FEET THEREOF FOR DEDICATED RIGHT-OF-WAY, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF (S/2) OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13 TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE 1.B. & M. TULSA COUNTY, STATE OF OKLAHOMA, THENCE N88°45'34"E ALONG THE SOUTH LINE OF SECTION 13 A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, THENCE N01°17'35"W ALONG THE EAST RIGHT-OF-WAY LINE, AND PARALLEL TO THE WEST SECTION LINE, A DISTANCE OF 661.12; THENCE N88°47'15"E A DISTANCE OF 2599.03 FEET; THENCE S01°19'16"E A DISTANCE OF 659.85 FEET; THENCE S88°45'34"W ALONG THE SOUTH SECTION LINE A DISTANCE OF 2599.36 FEET TO THE POINT OF BEGINNING.

THE OWNER HAS CAUSED THE SUBJECT PROPERTY TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS AND BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY HEREINAFTER THE "PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "ALFA LAVAL", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS, & UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AS RESERVE "A". THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSE A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND ITS RESPECTIVE SUCCESSORS IN TITLE TO THE SUBDIVISION AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, AND SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWERS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND

WATER MAINS, SANITARY SEWER, OR STORM SEWERS MAINS FACILITIES.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

THE PLATTED LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF BROKEN ARROW, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO LYNN LANE STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG LYNN LANE STREET IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

I. DRAINAGE EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

1. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.

2. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW.

3. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER OF THE LOT FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

J. STORMWATER DETENTION EASEMENT

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BROKEN ARROW.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION

FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS NOT EXCEEDING FOUR WEEKS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
 - CLEANING OF SILTATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
5. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, SHALL BE ALLOWED WITHIN THE STORMWATER DETENTION EASEMENT.

6. IN THE EVENT THE OWNER OF THE LOT SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR WITHIN THE DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER OF THE LOT FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY WITHIN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY PLATTED HEREBY AS ALFA LAVAL WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 268) AS PROVIDED WITHIN BROKEN ARROW ZONING CODE, AND

WHEREAS PUD NO. 268 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 16, 2017, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON DECEMBER 5, 2017.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

THEREFORE, THE OWNER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. USE OF LAND

THE DEVELOPMENT OF ALFA LAVAL SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS AND THE BROKEN ARROW ZONING CODE AS SUCH PROVISIONS EXISTED ON DECEMBER 5, 2017.

B. DEVELOPMENT AREA A STANDARDS

- PERMITTED USES: AS PERMITTED WITHIN THE IL ZONING DISTRICTS.
- MAXIMUM BUILDING FLOOR AREA: AS PERMITTED WITHIN THE IL ZONING DISTRICTS.
- MAXIMUM BUILDING HEIGHT: AS PERMITTED WITHIN THE IL ZONING DISTRICTS
- PARKING RATIO: 200% IN EXCESS OF THE PARKING REQUIRED BY THE APPLICABLE USE AS SET FORTH WITHIN THE BROKEN ARROW ZONING CODE.
- MINIMUM BUILDING SETBACKS:

FROM R.O.W. LINE OF LYNN LANE	50.0 FEET
FROM R.O.W. LINE OF E. NASHVILLE ST.....	50.0 FEET
EAST BOUNDARY OF PUD	30.0 FEET
NORTH BOUNDARY OF PUD	0.0 FEET
- SIGNAGE: AS PERMITTED WITHIN THE IL ZONING DISTRICT.

C. LANDSCAPE AND SCREENING STANDARDS

THE LANDSCAPE PLAN WILL BE DESIGNED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE WITH THE FOLLOWING DEVIATIONS:

- NO LANDSCAPING SHALL BE REQUIRED ALONG THE WEST AND SOUTH BOUNDARIES.
- AN 8-FOOT TALL SCREENING FENCE WILL BE INSTALLED AT LEAST ONE-FOOT FROM THE SOUTH PROPERTY LINE EXCEPT AT DRIVEWAYS, THE FENCE WILL SETBACK AS REQUIRED FOR CORNER SIGHT DISTANCE AND WILL EXTEND FURTHER EAST AS FUTURE DEVELOPMENT PHASES OCCUR.
- WITHIN THE PARKING LOT, THE LANDSCAPE ISLAND WIDTH SHALL NOT BE LESS THAN 8.0 FEET.
- ALL INTERNAL FENCING WILL BE 6-FOOT TALL NON-SCREENING CHAIN LINK FENCE.

ANY LANDSCAPE MATERIAL THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH SECTION 5.2 C.4 OF THE ZONING ORDINANCE. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM, AND MAINTAINED PER REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE. ALL MECHANICAL AND HVAC EQUIPMENT WILL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING CODE. OUTDOOR REFUSE COLLECTION RECEPTACLES WILL NOT BE LOCATED WITHIN A REQUIRED SETBACK. EACH REFUSE COLLECTION RECEPTACLE SHALL BE SCREENED FROM VIEW ON ALL SIDES.

D. ACCESS

THE MAIN ACCESS TO THE PUD WILL BE FROM LYNN LANE (S. 9TH STREET) AND FROM E. NASHVILLE STREET AS SHOWN ON EXHIBIT A. THE MINIMUM SEPARATION DISTANCE BETWEEN CENTERLINES OF DRIVEWAYS ALONG THE NASHVILLE STREET FRONTAGE SHALL BE 50 FEET. THE MAXIMUM DRIVEWAY WIDTH SHALL NOT EXCEED 135 FEET, TO BE APPROVED BY A VARIANCE PROCESS THROUGH THE ENGINEERING AND CONSTRUCTION DEPARTMENT PER THE ENGINEERING AND DESIGN CRITERIA MANUAL. SIDEWALKS ALONG THE PROPOSED NASHVILLE STREET WILL NOT BE REQUIRED; HOWEVER, AN ESCROW FEE WILL BE PAID FOR THE SIDEWALK ALONG LYNN LANE FRONTAGE.

E. EXTERIOR SITE LIGHTING

ALL EXTERIOR SITE LIGHTING SHALL BE IN STRICT ACCORDANCE WITH THE CITY OF BROKEN ARROW REQUIREMENTS. BEFORE ANY EXTERIOR LIGHT POLE OR BUILDING WALL PACK IS INSTALLED, A PHOTOMETRIC STUDY SHALL BE SUBMITTED TO THE CITY OF BROKEN ARROW DEVELOPMENT SERVICES DEPARTMENT FOR APPROVAL.

F. DETAILED SITE PLAN

A DETAILED SITE PLAN IS REQUIRED FOR APPROVAL BY THE CITY OF BROKEN ARROW PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON THIS DEVELOPMENT. THE APPLICANT SHALL SUBMIT THE SITE PLAN TO THE CITY AND SUPPLY ALL INFORMATION REQUIRED

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INJURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA AND THE OWNER AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS. IF THE OWNER OR ITS RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF ANY PART OF THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF ANY PART OF THE SUBDIVISION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE RESTRICTIONS AND COVENANTS WITHIN SECTION II SHALL BE DEEMED AMENDED WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT TO CONFORM TO AMENDMENTS TO BULK AND AREA REQUIREMENTS THAT MAY SUBSEQUENTLY BE APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, PURSUANT TO ITS REVIEW OF A MINOR AMENDMENT PROCESSED IN ACCORDANCE WITH THE PROVISIONS OF BROKEN ARROW ZONING CODE, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2018.

ALFA LAVAL, INC., A NEW JERSEY CORPORATION

By _____
Joe Lawrence, Vice President

By _____
John Lund, Assistant Secretary

COMMONWEALTH OF VIRGINIA)

) SS.
COUNTY OF HENRICO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2018, BY JOE LAWRENCE AS VICE PRESIDENT AND JOHN LUND AS ASSISTANT SECRETARY OF ALFA LAVAL, INC., A NEW JERSEY CORPORATION.

NOTARY PUBLIC

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

I, CHARLES WARREN CHASTAIN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ALFA LAVAL", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO.1352

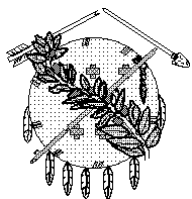
STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF _____, 2018, BY CHARLES WARREN CHASTAIN, AS A LICENSED LAND SURVEYOR.

NOTARY PUBLIC

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____



City of Broken Arrow

Fact Sheet

File #: 18-333, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

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

Title: Acceptance of an Sanitary Sewer Easement from Michael K. Craig and Terri Raye Craig, on a part of Lot 9 of Block 3 of Cedar Ridge East, located approximately one half mile north of New Orleans Street and a quarter mile east of Garnett Road (Section 20, T18N, R14E) (Cottages at Cedar Ridge)

Background:

Michael K. Craig and Terri Raye Craig are dedicating a sanitary sewer easement for purposes of a new 15-inch sewer line for the Cottages at Cedar Ridge development by Case and Associates. The development is in Tulsa on the former Grace Fellowship property approximately one-half mile north of New Orleans Street on the west side of Garnett Road.

The proposed sanitary sewer crosses Garnett Road running east along the northern boundary of the Oklahoma Turnpike Authority property in Broken Arrow before crossing the Craig's property to connect to the City of Broken Arrow's Haikey Creek 48-inch trunk line.

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

Cost: None

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

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: Sanitary Sewer Easement Form
Exhibit A Legal
Exhibit A Plan
Exhibit A Closure
Cottages at Cedar Ridge Sewer Plan

Recommendation: Accept the Sanitary Sewer Easement

2 OF 2

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Michael K. Craig and Terri Raye Craig, husband and wife, the owners of the legal and 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, receipt of which is hereby acknowledged, do hereby assign, grant, and convey 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 ATTACHED

Exhibit A

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

Grantor agrees not to build or construct and 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, their 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 20 day of November 2017.

State of Oklahoma)
)ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 20 day of November 2017, personally appeared Michael K. Craig and Terri Raye Craig, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument as the free and voluntary act and deed of such persons for the uses and 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: 6-1-18

Notary Public

Approved as to form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer checked 2-28-18
Project

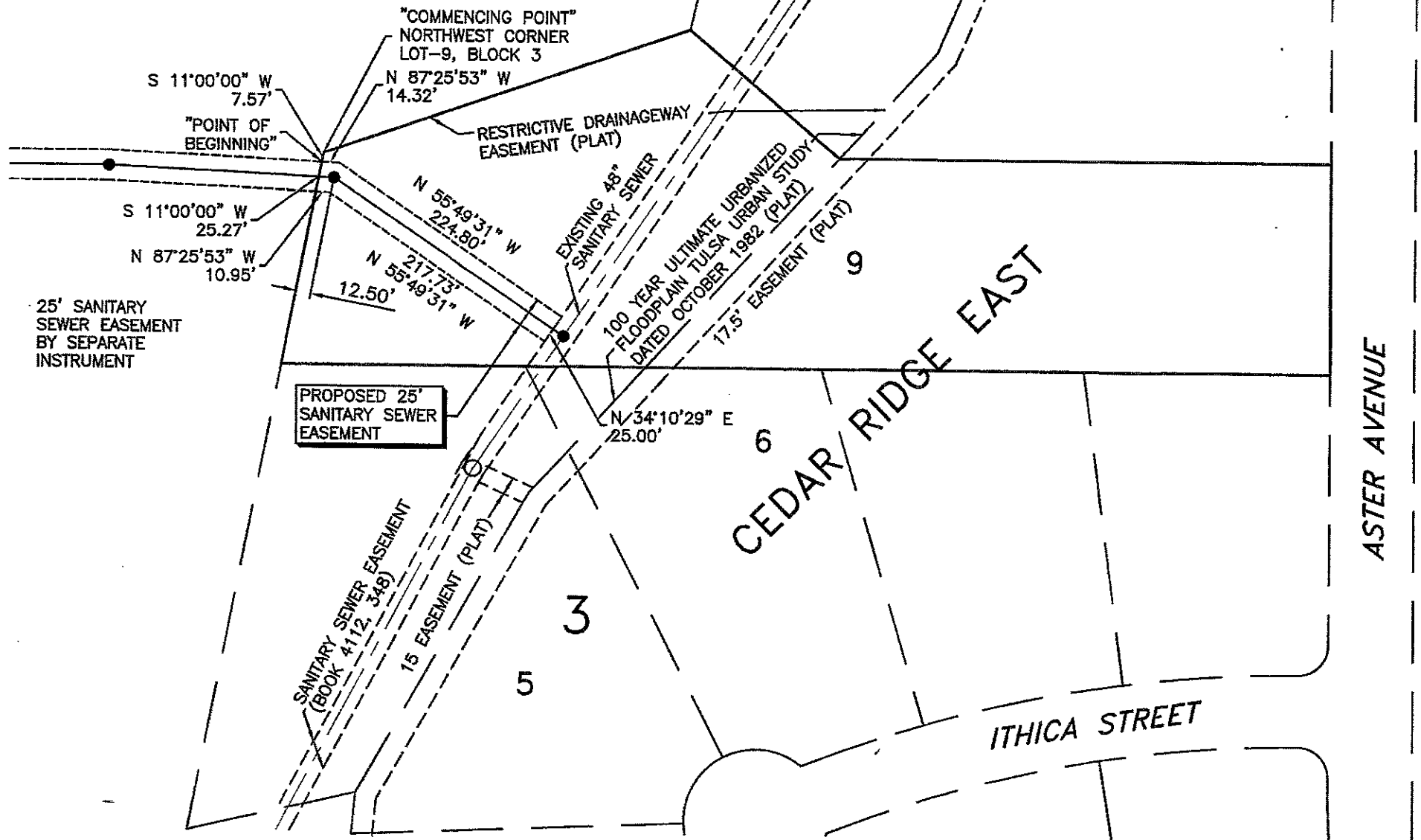
EXHIBIT "A"
25.00-Foot-Wide Sanitary Sewer Easement Description

A 25.00-foot-wide Sanitary Sewer Easement across a part Lot 9 of Block 3 of CEDAR RIDGE EAST, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma according to Plat Number 4780 filed in the records of the Tulsa County Clerk. The perimeter of said 25.00-foot-wide Sanitary Sewer Easement being more particularly described as follows:

COMMENCING at the northwest corner of Lot 9 of Block 3 of CEDAR RIDGE EAST, an addition to the City of Broken Arrow, Tulsa County, State Oklahoma according to Plat Number 4780 filed in the records of the Tulsa County Clerk; THENCE S 11°00'00" W along the westerly line of said Lot 9 of Block 3 for a distance of 7.57 feet to the POINT OF BEGINNING; THENCE continuing S 11°00'00" W along said westerly line for a distance of 25.27 feet; THENCE S 87°25'53" E for a distance of 10.95; THENCE S 55°49'31" E for a distance of 217.73 feet to a point on the westerly line of a 20-foot wide sanitary sewer easement recorded in Book 4112, Page 348 of the records of the Tulsa County Clerk; THENCE N 34°10'29" E along the westerly line of said sanitary sewer easement for a distance of 25.00 feet; THENCE N 55°49'31" W for a distance of 224.80 feet; THENCE N 87°25'53" W for a distance of 14.32 feet the POINT OF BEGINNING. The Basis of Bearings is the record bearing of S 89°54'58" W along the southerly line the South Half of the Southwest Quarter of Section 20, Township 18 North, Range 14 East of the Indian base and Meridian, Tulsa County, State of Oklahoma as shown on the plat of CEDAR RIDGE EAST, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma according to Plat Number 4780 filed in the records of the Tulsa County Clerk.

Said 25.00-foot-wide Sanitary Sewer Easement contains 5,847.53 Square Feet or 0.134 acres more or less.

EXHIBIT "A"



1"=120'

TUTTLE & ASSOCIATES, INC.

9718 East 55th Place South
Tulsa, Oklahoma 74146
Phone: (918) 663-5567

Date: 11/22/17

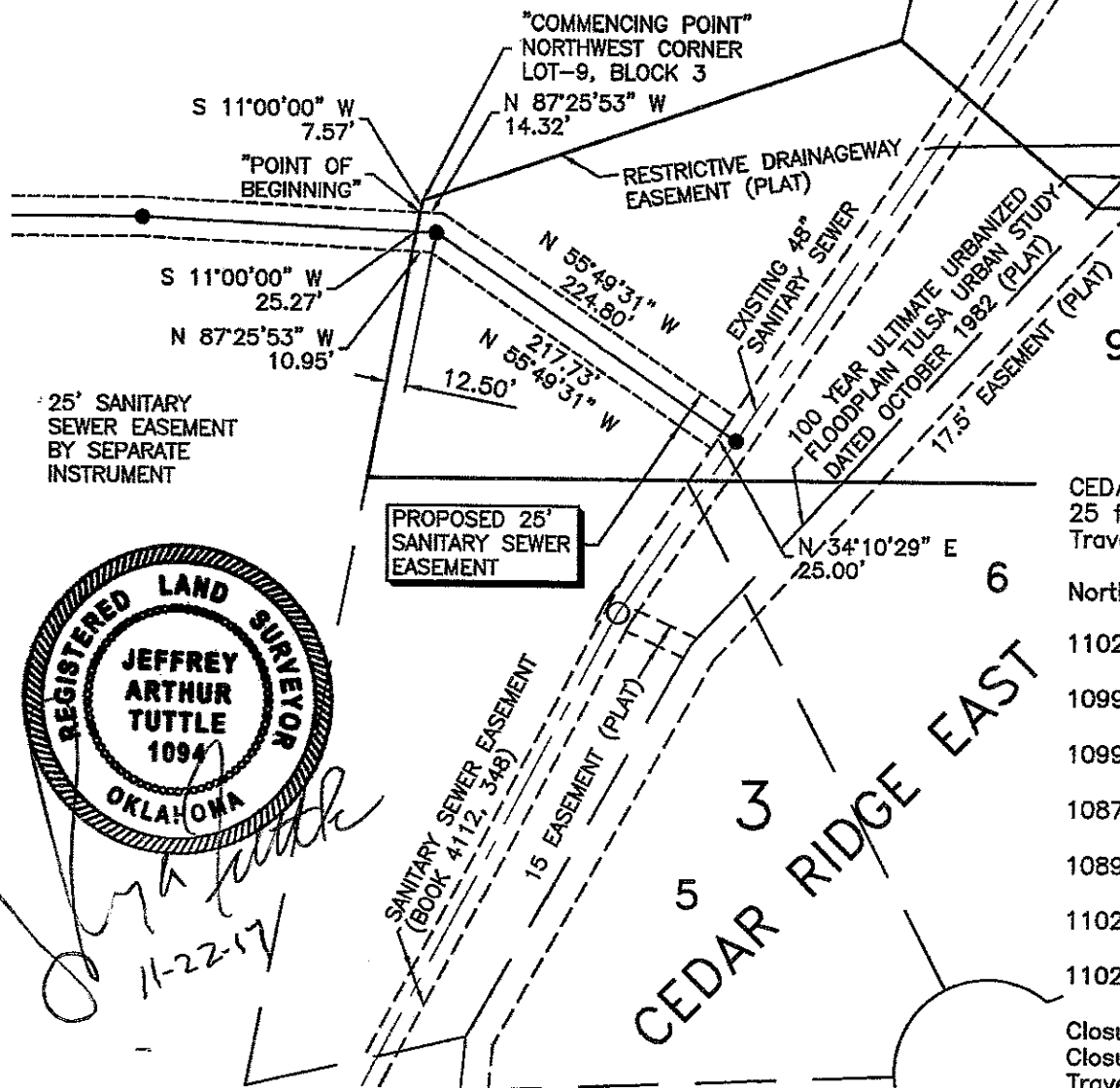
Drawn: RWT

Checked: JAT

Job Number: 5038

Sheet 1 of 1

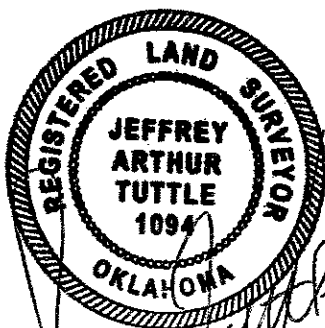
TRAVERSE CLOSURE REPORT



CEDAR RIDGE EAST, Lot 9, Block 3
 25 foot Sanitary Sewer Easement Description
 Traverse Closure Report Wed Nov 22 10:36:09 2017

Northing	Easting	Bearing	Distance
11023.365	13739.064	S 11°00'00" W 25.270	
10998.559	13734.242	S 87°25'53" E 10.950	
10998.068	13745.181	S 55°49'31" E 217.730	
10875.765	13925.315	N 34°10'29" E 25.000	
10896.449	13939.358	N 55°49'31" W 224.800	
11022.723	13753.375	N 87°25'53" W 14.320	
11023.365	13739.069		

Closure Error Distance > 0.00539 Error Bearing > N 88°37'52" W
 Closure Precision > 1 in 96069.9 Total Distance > 518.070
 Traverse Closure Area: 5847.53 sq ft, 0.134 acres



TUTTLE & ASSOCIATES, INC.

9718 East 55th Place South
 Tulsa, Oklahoma 74146
 Phone: (918) 663-5567

Date: 11/22/17

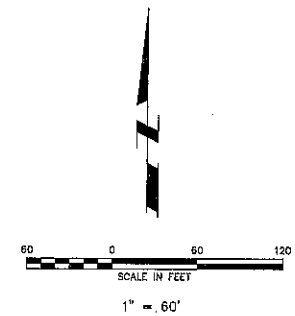
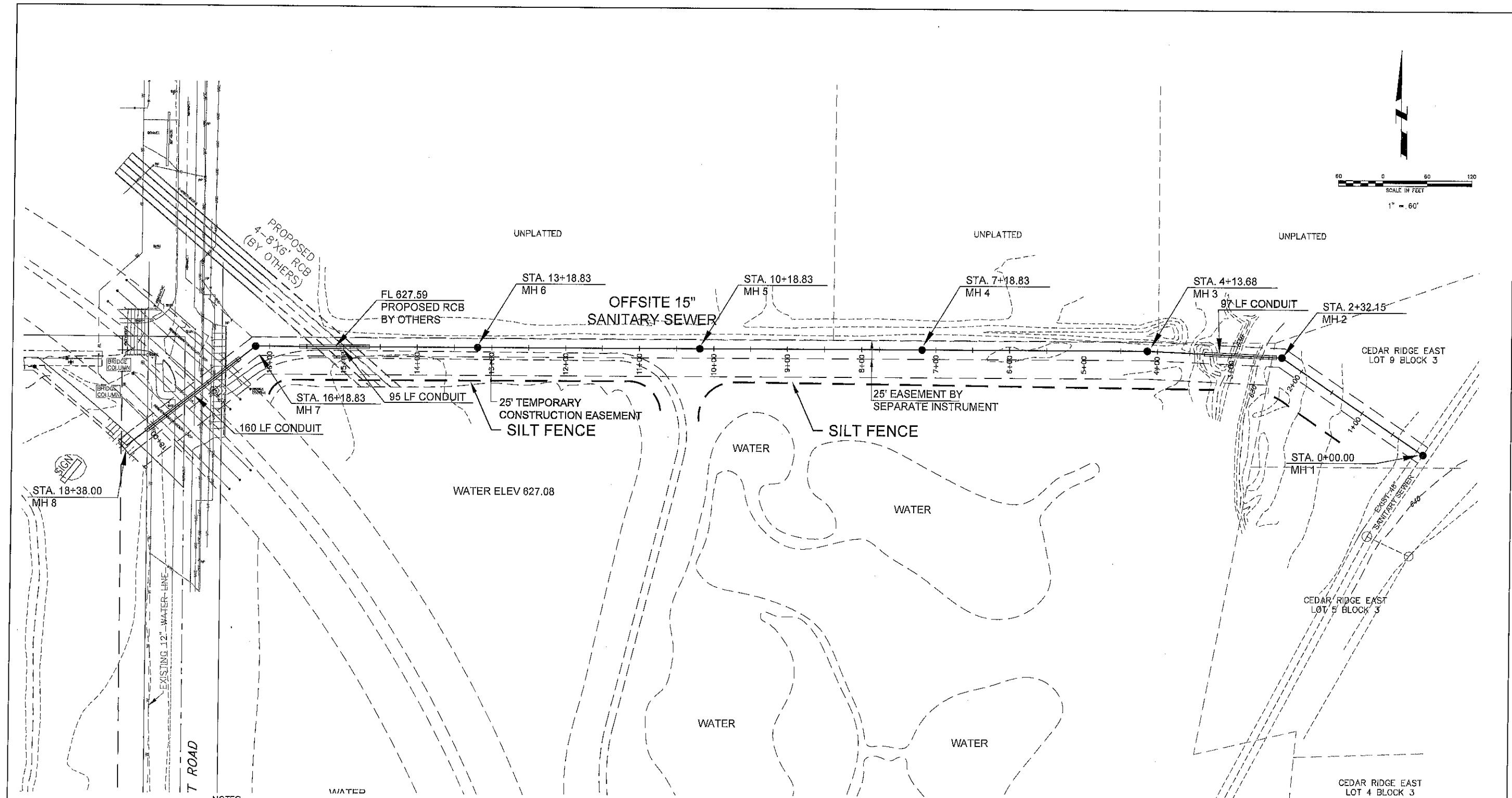
Drawn: RWT

Checked: JAT

Job Number: 5038

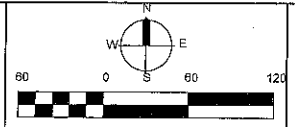
Sheet 1 of 1

1"=120'



- NOTES:
1. FLOW METER TO BE INSTALLED IN MANHOLE 8.
 2. CITY OF TULSA TO FURNISH AND INSTALL ADS, LLC SEWAGE FLOW METER "TRITON" MODEL AT CONTRACTOR/DEVELOPER'S EXPENSE. METER TO BE INSTALLED PRIOR TO OCCUPANCY CERTIFICATES ON THE COTTAGES AT CEDAR RIDGE (IDP 9265).
 3. MANHOLES TO HAVE BOLTED AND SEALED LIDS.
 4. CONTRACTORS TO COORDINATE WITH THE CITY OF BROKEN ARROW ENGINEERING AND PARKS DEPARTMENT PRIOR TO ANY CLOSING TO BIKE PATH. CONTRACTOR TO RECONSTRUCT BIKE PATH AND REVEGETATE ALL DISTURBED AREAS.
 5. CASE AND ASSOCIATES PROPERTIES, INC. WILL PROVIDE ANNUAL MOWING AND SURFACE MAINTENANCE OVER THE 25 FOOT PERMANENT SANITARY SEWER EASEMENT.

DATE	REVISIONS



**OFFSITE
SANITARY SEWER PROFILE**
COTTAGES AT CEDAR RIDGE
CITY OF BROKEN ARROW

TUTTLE & ASSOCIATES, INC.
9714 E. 55TH PL.
TULSA, OK. 74146
918-663-5567

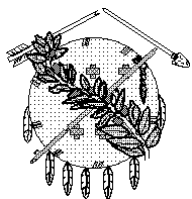


PUBLIC SERVICE CO OF OKLAHOMA - 582-1511
OKLAHOMA NATURAL GAS CO - 832-7800
GTE - 665-8500
TULSA CABLE TELEVISION - 665-0200

BEFORE YOU DIG CALL OKIE 1-800-522-6543



SCALE: HORZ. 1"=60' VERT. 1"=10'	DESIGN	DATE	DRAFTED	DATE
	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME: 6000 SANITARY PLANNING	SHEET OF	2 5	PROJECT NO.	



City of Broken Arrow

Fact Sheet

File #: 18-334, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

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

Acceptance of an Sanitary Sewer Easement from The Oklahoma Turnpike Authority, across part of the Southwest Quarter of Section 20, Township 18 North, Range 14 East, located approximately one half mile north of New Orleans Street and east of Garnett Road (Section 20, T18N, R14E) (Cottages at Cedar Ridge)

Background:

Oklahoma Turnpike Authority (OTA) is dedicating a sanitary sewer easement for purposes of a new 15-inch sewer line for the Cottages at Cedar Ridge development by Case and Associates. The development is in Tulsa on the former Grace Fellowship property approximately one-half mile north of New Orleans Street on the west side of Garnett Road.

The proposed sanitary sewer crosses Garnett Road running east along the northern boundary of the Oklahoma Turnpike Authority property in Broken Arrow before connecting to the City of Broken Arrow's Haikey Creek 48-inch trunk line.

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

Cost: Recording Costs

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

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: OTA Letter
Sanitary Sewer Easement Form
Exhibit A Plat
Exhibit A Easement
Exhibit A Closure
DEQ 404 Permit
Cottages at Cedar Ridge Sewer Plan

File #: 18-334, **Version:** 1

Recommendation: Accept the Sanitary Sewer Easement



3500 Martin Luther King Ave. • P.O. Box 11357 • Oklahoma City, OK 73136-0357 • 405/425-3600 • Fax: 405/427-8246 • www.pikepass.com

February 13, 2018

CERTIFIED MAIL

Michael Skates, P.E.
Development Services Director
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012-2336

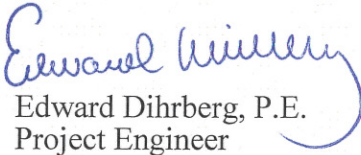
RE: Easements for the Cottages Sewer Project

Dear Mr. Skates:

Enclosed find signed copies of the Sanitary Sewer Easement and the Temporary Easement that the Oklahoma Turnpike Authority (OTA) has developed in support of the project referenced above. Please have the appropriate City officials complete the forms, and then return the original signed documents to OTA.

Please call me at 404-425-7449 if you have any questions about this matter.

Sincerely,


Edward Dührberg, P.E.
Project Engineer

Enclosures

xc: Mr. Bradley Manhalter - OTA
OTA Engineering Files

Engineer MD checked 2-28-18
Project _____

EXHIBIT "A"
25.00-Foot-Wide Utility Easement Description

A 25.00-foot-wide Utility Easement across a part of the Southwest Quarter (SW/4) of Section 20, Township 18 North, Range 14 East, Tulsa County, Oklahoma according to the U.S. Government Survey thereof. The perimeter of said 25.00-foot-wide Utility Easement being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southwest Quarter (SW/4) of Section 20, Township N 00°00'00"18 North, Range 14 East, Tulsa County, Oklahoma; THENCE N00°00'00"E along the northerly line thereof for a distance of 50.00 feet to a point on the easterly right-of-way line of South Garnett Road; THENCE S 00°03'00" E along said easterly right-of-way line for a distance of 31.62 feet to the POINT OF BEGINNING; THENCE N 51°59'54" E for a distance of 51.35 feet to a point on the northerly line of the SW/4 of said Section 20; THENCE N 90°00'00" E along said northerly line of the SW/4 of said Section 20 for a distance of 1,209.83 feet; THENCE S 50°45'49" E for a distance of 192.79 feet to a point on the westerly line of Block 3 of CEDAR RIDGE EAST, an addition to the City of Tulsa, Tulsa County, Oklahoma according to the plat filed in the records of the Tulsa County Clerk ; THENCE S 11°00'05" W along the westerly line of said Lot 5 of Block 3 for a distance of 28.38 feet; THENCE N 50°45'49" W for a distance of 197.31 feet to a point 25.00 feet perpendicularly distance to the northerly line of the SW/4 of said Section 20; THENCE N 90°00'00" W and parallel with said northerly line for a distance of 1,192.31 feet; THENCE S 51°59'54" W for a distance of 62.24 feet to a point on the easterly right-of-way line of South Garnett Road; THENCE N 00°03' W along said right-of-way line for a distance of 31.70 feet to the POINT OF BEGINNING. Basis of Bearings is the record bearing N 00°03'00" W along the easterly line of the Lot 1 of Block 1 of GRACE FELLOWSHIP CHURCH AND SCHOOL, an addition to the City of Tulsa, Tulsa County, Oklahoma according to Plat Number 4263 filed in the records of the Office of the Tulsa County Clerk.

Said Tract of land contains 36,322.72 Square Feet or 0.834 acres more or less.

UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT PLAT

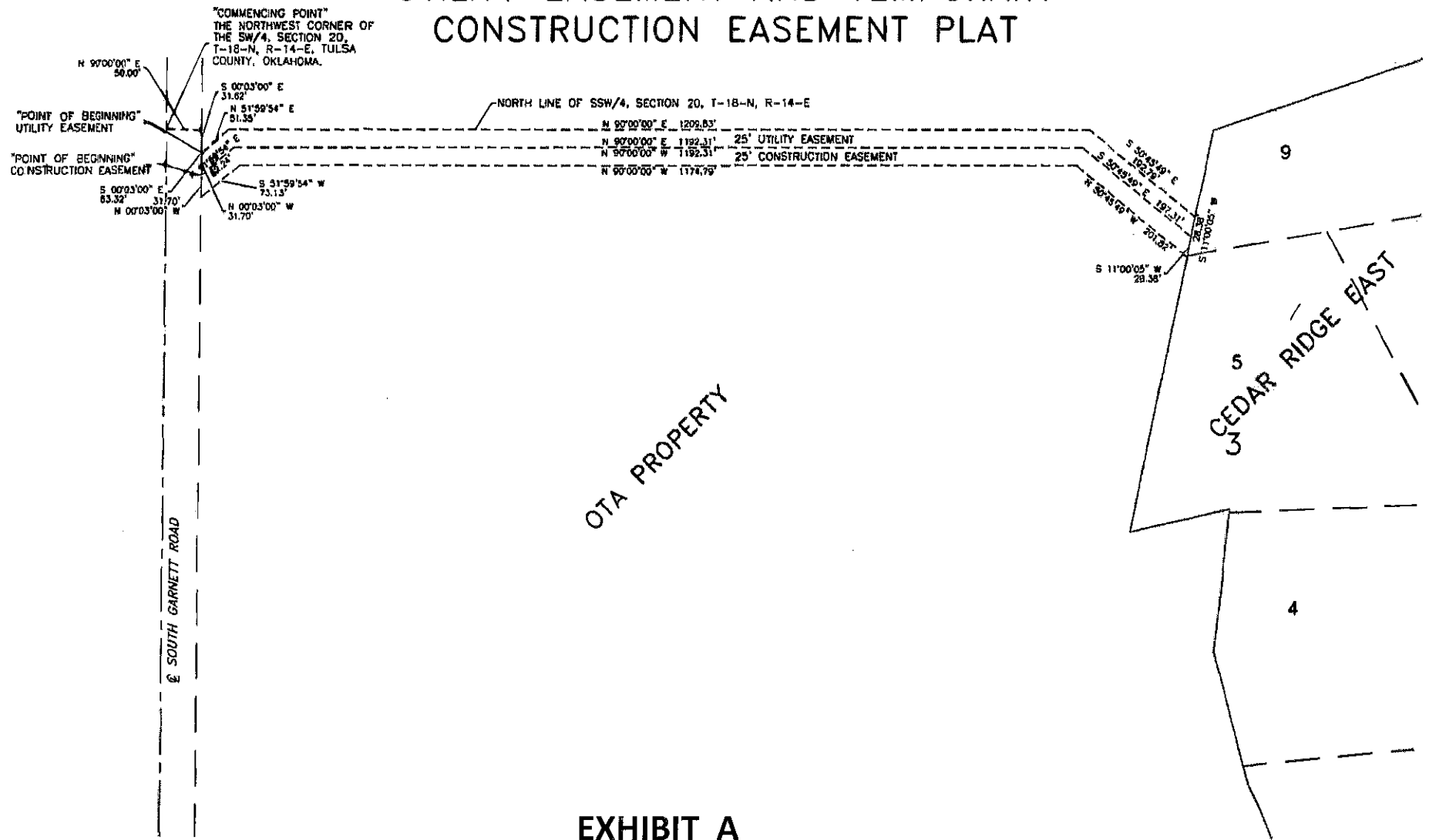


EXHIBIT A



1"=200'

TUTTLE & ASSOCIATES, INC.

9718 East 55th Place South
Tulsa, Oklahoma 74146
Phone: (918) 663-5567

Date: 09/12/17

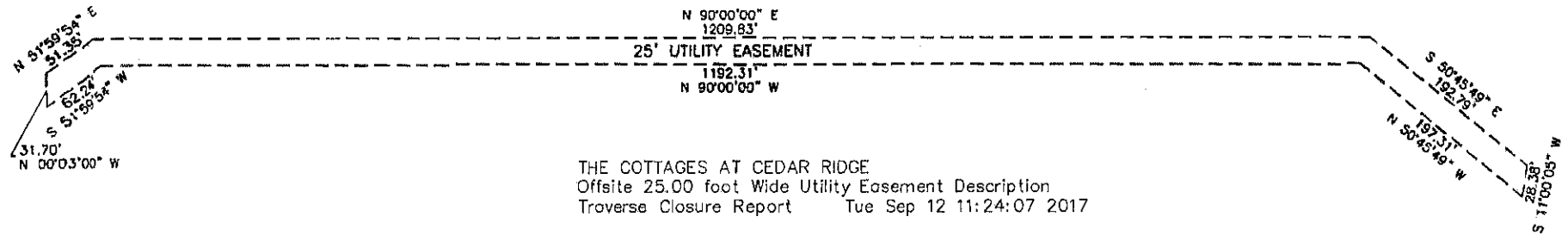
Drawn: RWT

Checked: JAT

Job Number: 5038

Sheet 1 of 1

TRAVERSE CLOSURE REPORT



THE COTTAGES AT CEDAR RIDGE
Offsite 25.00 foot Wide Utility Easement Description
Traverse Closure Report Tue Sep 12 11:24:07 2017

Northing	Easting	Bearing	Distance
10999.162	12317.182	N 51°59'54" E 51.350	
11030.778	12357.646	N 90°00'00" E 1209.830	
11030.778	13567.476	S 50°45'49" E 192.790	
10908.834	13716.800	S 11°00'05" W 28.380	
10880.975	13711.384	N 50°45'49" W 197.310	
11005.778	13558.559	N 90°00'00" W 1192.310	
11005.778	12366.249	S 51°59'54" W 62.240	
10967.458	12317.204	N 00°03'00" W 31.700	
10999.158	12317.177		

Closure Error Distance> 0.00710 Error Bearing> N 53°03'27" E
Closure Precision> 1 in 417765.8 Total Distance> 2965.910
Traverse Closure Area: 36322.72 sq ft, 0.834 acres

EXHIBIT A



TUTTLE & ASSOCIATES, INC.
9718 East 55th Place South
Tulsa, Oklahoma 74146
Phone: (918) 663-5567

Date: 09/12/17
Drawn: RWT
Checked: JAT
Job Number: 5038
Sheet 1 of 1



DEPARTMENT OF THE ARMY
TULSA DISTRICT, CORPS OF ENGINEERS
P.O. BOX 61
TULSA, OKLAHOMA 74121-0061

CR-319

EXHIBIT B

March 11, 1999

Planning, Environmental, and Regulatory Division
Regulatory Branch

Mr. Neal McCaleb, P.E.
Director
Oklahoma Turnpike Authority
Post Office Box 11357
Oklahoma City, OK 73136

Dear Mr. McCaleb:

Enclosed is an executed copy of your Department of the Army Permit No. OKR2006339. Please retain this copy for your files.

We request that in conjunction with this permit, you complete and return the enclosed self-addressed "Permittee Construction Schedule" form. Should construction be initiated prior to 30 days from receipt of this letter, please return the completed form as soon as possible. If you prefer, you may contact Mr. Steven R. Votaw at 918-669-4904 to inform this office regarding the construction start date.

Following completion of your proposed activity, complete and return the enclosed self-addressed "Permittee Compliance Certification" form, as required by Permit Special Condition 2.

Sincerely,

David A. Manning
Chief, Regulatory Branch

Enclosures

Copies Furnished:

U.S. Fish and Wildlife Service
Tulsa, OK 74127

Mr. Jon Craig
Water Quality Programs
Department of Environmental Quality
Oklahoma City, OK 73101-1677

EXHIBIT B
DEPARTMENT OF THE ARMY PERMIT

Permittee: Mr. Neal McCaleb, P.E., Oklahoma Turnpike Authority

Permit No.: ~~OKR2006339~~

Issuing Office: U.S. Army Corps of Engineers, Tulsa District, Regulatory Branch

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: This permit authorizes construction of the bridges, box culverts, roadway fills, and creek channelization efforts required to develop the Broken Arrow South Loop Turnpike. The western end of the proposed 11.8-mile highway will connect with the existing Creek Turnpike at the U.S. Highway 169 terminus. The Broken Arrow Loop transitions south and then east through the community of Broken Arrow before turning north ultimately connecting with the Muskogee Turnpike.

A total of 64 jurisdictional waterways and wetlands will be affected. Of the 64 crossings, 55 have been previously authorized by General and Nationwide Permits, leaving 9 impact sites to be evaluated pursuant to this Standard Permit review as follows:

Field Site A-2. Construction of a new channel and culvert to redirect the creek beneath the turnpike main line and associated ramps. Final design requires excavation of 1,140 cubic yards of alluvial material and placement of 5,400 cubic yards of permanent fill resulting in a total disturbance area of 1.13 acres and 912 linear feet of the creek.

Field Sites A-4, A-6, and A-7. These areas are hydraulically connected and are comprised of an unnamed tributary to Little Haikey Creek, a main channel pond, and another tributary to Little Haikey Creek, respectively. These sites are being considered as one individual site.

Approximately 1,306 cubic yards of permanent fill will be placed during access ramp construction which will affect 557 feet of creek channel resulting in an area impact of 0.16 acre.

Several ramps will be affected in the area of Site A-6 associated with the U.S. Highway 169 interchange. Approximately 3,200 cubic yards of permanent fill will be placed in the waterway during culvert construction. The area impact is roughly 0.49 acre.

Three ramps, West to South, West to North, and South to East will be constructed over the waterway at A-7. A drainage channel will be constructed requiring excavation of approximately 325 cubic yards of alluvial fill and placement of approximately 850 cubic yards of permanent fill. Approximately 780 feet of the creek modification will result in a disturbance area of 0.26 acre.

The cumulative impacts at these three areas, considered as one extended site, are: 325 cubic yards of excavation; 5,356 cubic yards of permanent fill; 1,337 linear feet of creek; and 0.91 acre of impact.

Field Site F-1. Aspen Creek rechannelization into a 10- by 8-foot box culvert beneath the turnpike main lines and one entrance ramp. Redesign of the channel modification reduced the expected impacts to 0.41 acre. Approximately 725 linear feet of the creek will be affected by excavating roughly 1,320 cubic yards of alluvial material. Final grading requires placement of approximately 3,960 cubic yards of permanent fill.

Field Site K-2. Construction of two parallel bridges over this section of Broken Arrow Creek. Channel modification redesign resulted in a decrease of area impact to 0.50 acre and minimized the linear footage of creek channel disturbance to 600 feet. Approximately 453 cubic yards of material will be excavated and 2,234 cubic yards of permanent fill will be required to meet the final grade.

EXHIBIT B

Field Site O-1. Bridge construction and grading requirements necessitating the relocation of Broken Arrow Creek. Construction activities require excavation of approximately 935 cubic yards of alluvial material and placement of approximately 3,046 cubic yards of permanent fill to meet final grading requirements. The work will result in disturbance to 520 linear feet of creek bed.

Field Site P-4. Construction requires channelizing the creek and redirecting flows from adjacent on-site areas into the box culverts. In addition, excavation and fill will be required to bring the site to final grade. Construction activities along this unnamed tributary will affect 1,427 linear feet of channel. Approximately 740 cubic yards of alluvial material excavation and roughly 3,500 cubic yards of permanent fill will be required.

Field Site RR-3. This area will be affected by construction of the travel lanes and ramps at the Broken Arrow Loop and Muskogee Turnpike interchange. Construction along the creek will affect 960 linear feet resulting in an estimated impact area of 0.95 acre. Approximately 30,600 cubic yards of permanent fill will be placed to facilitate construction.

A total of 4.84 wetland and 4.2 riparian woodland acres will be affected. Approximately 6,481 linear feet of stream channel will be altered during bridge and reinforced-concrete box installation. This also includes channelization work associated with bridge construction.

Work shall be performed in accordance with the attached drawings 6339-1 through 6339-11 for the sites listed under this review. The remainder of the project of which the jurisdictional areas were authorized by Nationwide and General permits must be constructed according to the design specifications identified in the submittal plans.

Project Location:

Field Site A-2. Little Halkey Creek located in the Northwest 1/4 of Section 19, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Broken Arrow, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Sites A-4, A-6, and A-7. Two unnamed tributaries and a main-channel pond located in the Northwest 1/4 of Section 19, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Broken Arrow, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site F-1. Aspen Creek located in the Southeast 1/4 of Section 33, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Leonard, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site K-2. Broken Arrow Creek located in the Southwest 1/4 of Section 36, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Leonard, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site O-1. Unnamed tributary to Broken Arrow Creek located in the Southeast 1/4 of Section 30, Township 18 North, Range 15 East, Wagoner County, Oklahoma. The project site can be found on the Oneta, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site P-4. Unnamed tributary to Broken Arrow Creek located in the Northeast 1/4 of Section 30, Township 18 North, Range 15 East, Wagoner County, Oklahoma. The project site can be found on the Oneta, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site RR-3. Unnamed tributary to Broken Arrow Creek located in the Southwest 1/4 of Section 8, Township 18 North, Range 15 East, Wagoner County, Oklahoma. The project site can be found on the Oneta, Oklahoma, 7.5 Minute USGS Quadrangle map.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on March 31, 2002. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

EXHIBIT B

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. Complete and return the enclosed self-addressed "Permittee Construction Schedule" form. Should construction be initiated prior to 30 days from receipt of this letter, please return the completed form as soon as possible. If you prefer, you may telephone 918-669-7400 to inform the U.S. Army Corps of Engineers (Corps) regarding the construction start date.

2. Following completion of the authorized activity, the permittee shall submit a signed certification regarding the completed work and any required mitigation. A copy of the "Permittee Compliance Certification" form will be provided to the permittee and will accompany the validated permit and final authorization letter.

3. A minimum of 18 acres of functional wetland mitigation shall be performed in an in-kind and on-site manner and shall incorporate the following:

- a. Shallow, vegetated, and open water areas (less than 18 inches),
- b. deep water areas or "pockets" (less than 30 inches),
- c. native woody and herbaceous species at appropriate planting ratios,
- d. small islands or "hummocks",
- e. varied or undulating basin floor elevation, and
- f. upland buffer zones surrounding the mitigation site.

The final wetland mitigation plan must be submitted to and approved by the District Engineer prior construction.

4. The mitigation areas and their upland buffer zones shall be preserved in perpetuity to prevent future disturbance, development, or manipulation which would result in any alteration of the mitigation area or hydrology sources. A copy of the property deed restriction must be submitted to the Corps, Regulatory Branch within 60 days of filing.

5. Following mitigation site development, the permittee will be responsible for the submittal of quarterly developmental monitoring reports. These reports will be provided for a 5-year period consisting of no less than five complete growing seasons. These reports will include evaluation of all mitigation sites, including wetland creation, restoration, enhancement, and

EXHIBIT B

preservation. Natural habitat, riparian corridors, and natural successional areas are to be included as part of the overall monitoring program. Monitoring should include the following:

5a. Photographic documentation included in monitoring reports will be from fixed points as appropriate with maps indicating the location of panoramic views, and the sequence and direction of individual photographs in the panoramic views.

5b. Evaluation of the vegetational success of each of the wetland mitigation sites will include percent coverage by naturally recruited species, species identification, and percent composition of those natural succession species. A minimum of 80 percent survival success for all planted vegetation is required.

6. The permittee will maintain all mitigation properties (wetland and riparian) in a manner consistent with the purposes and goals of the mitigation.

7. Any materials and fuels used in excavation/construction operations shall be stored above the Ordinary High Water Mark and removed from a likely flood zone prior to any predicted flood.

8. Required flood plain permit(s) must be obtained from the appropriate Flood Plain Administrator.

9. Woody and herbaceous vegetational clearing shall be held to the minimum necessary for channel construction and vehicular access.

10. All temporary work roads shall be removed upon completion.

11. All water diversion berms shall be held to a minimum size necessary to control expected flows. All work within the creek channels and wetlands shall be performed during dry- or low-flow conditions.

12. You shall abide by the special conditions listed within the State Water Quality Certification.

13. All exposed earthen areas shall be immediately revegetated upon completion of the specific area. Erosion and sediment control measures are to be implemented and maintained during construction.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

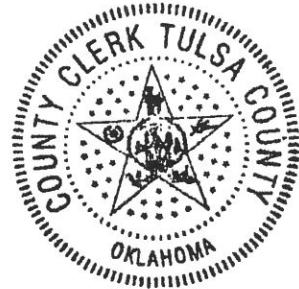
Tulsa County Clerk - EARLENE WILSON

EXHIBIT B

Doc# 04010161 Pgs 3 B/P 7222/0202-0204
 Receipt # 706063 01/27/04 16:22:45
 Fee 17.00



NOTICE OF RESTRICTION



STATE OF OKLAHOMA)
)
 COUNTY OF TULSA)

KNOW ALL MEN BY THESE PRESENTS THAT:

The Oklahoma Transportation Authority (formerly known as the Oklahoma Turnpike Authority), an instrumentality of the State of Oklahoma, is the owner of all that real property more particularly described in Exhibit 'A' (hereinafter the "Property") attached hereto and made a part hereof. The Property is subject to a U.S. Army Corps of Engineers (USACE) Section 404 Permit No. OKR2006339, or any revision thereof. Any purchaser of all or any part of the Property or any person having an interest in or proposing to acquire an interest in all or any part of the property, or any person proposing to develop or improve all or any part of the Property, is hereby notified of the following development restriction affecting the Property. As a condition to the aforementioned USACE Permit the following restrictions apply to the Property:

- 1) the Property is hereby dedicated as a wetland preserve for the purpose of providing wetland mitigation and may not be disturbed without first obtaining a revision to the aforementioned USACE permit. Permit revisions can be granted only by USACE;
- 2) this restriction may not be removed without prior written approval of USACE.

EXECUTED THIS 14TH day of JANUARY, 2004.

APPROVED AS TO FORM

Tom Hilborne

Tom Hilborne, General Counsel

Phil Tomlinson

Phil Tomlinson, Director
 Oklahoma Transportation
 Authority

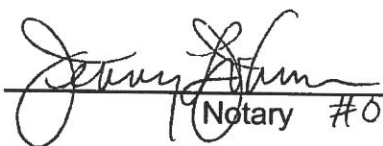
EXHIBIT B

7222 0203

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

Before me, the undersigned, a notary public within and for the above names State, on this 14th day of January, 2004, personally appeared Phil Tomlinson to me known to be the Director of the Oklahoma Transportation Authority, and the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Director of the Oklahoma Transportation Authority, as his free and voluntary act and deed, and as the free and voluntary act and deed as such Director of the Oklahoma Transportation Authority for the purposes therein set forth.

Witness my hand and seal the day and year above written.


Notary #02004010

My Commission Expires: 4/10/06

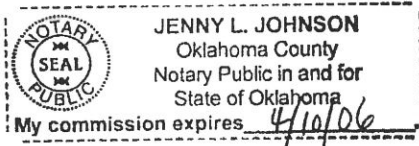
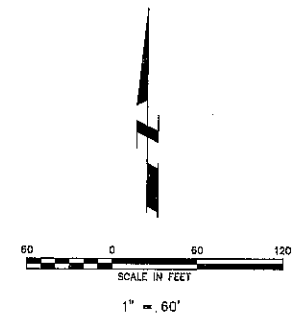
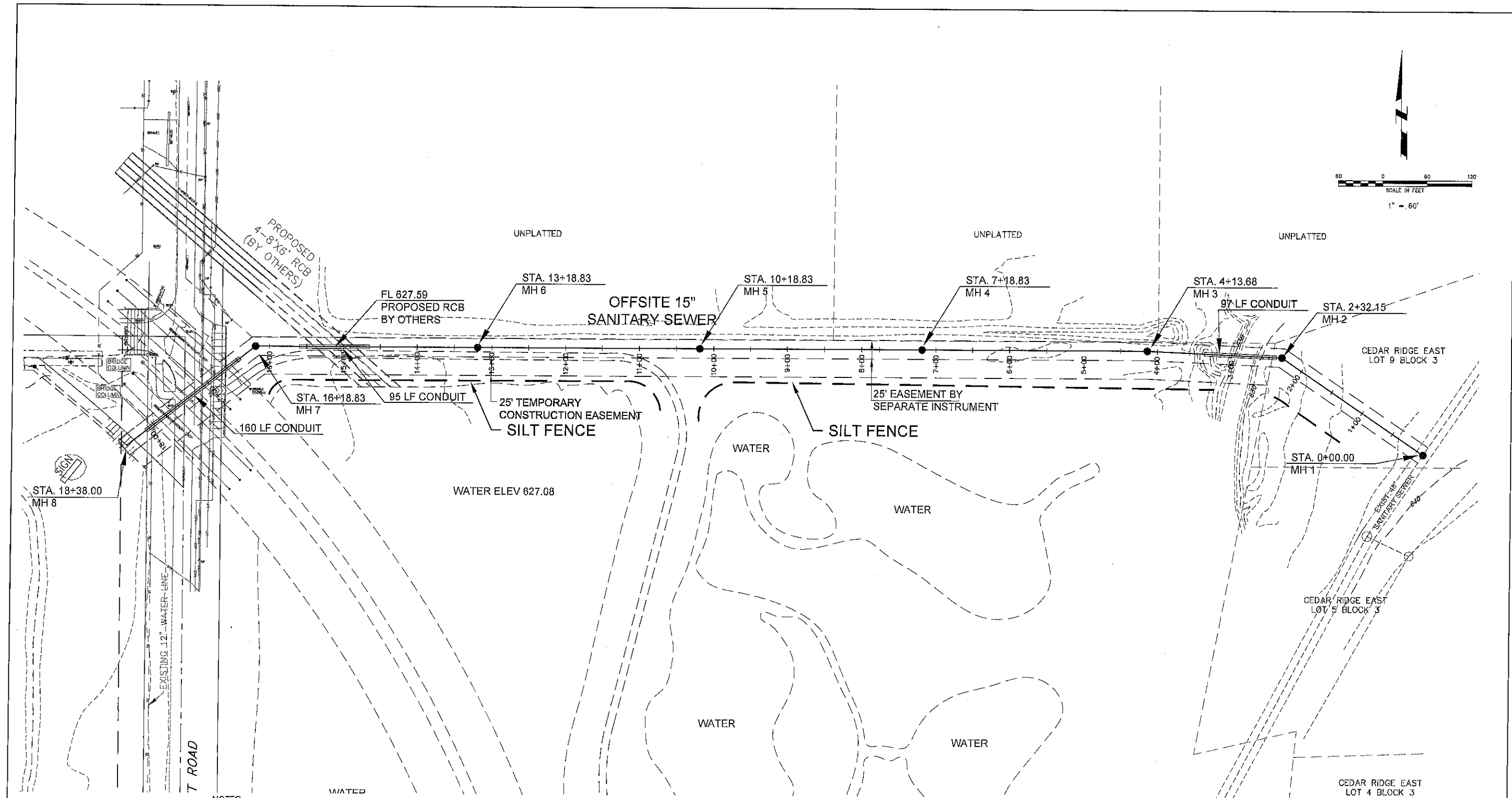


EXHIBIT B

EXHIBIT A

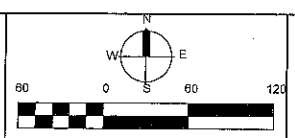
A strip, piece on parcel of land lying in part of the Southwest Quarter (SW ¼) of Section 20, Township 18 North, Range 14 East of the Meridian Base and Meridian, Tulsa County, Oklahoma. Said parcel being described as follows:

Beginning at the Southwest Corner of said Southwest Quarter (SW ¼); Thence North 01°23'58" West along the West line of said Southwest Quarter (SW ¼) a distance of 2543.96 feet, Thence North 88°35'45" East a distance of 1473.44 feet; Thence South 09°35' 52" West a distance of 573.96 feet; Thence North 75°38' 52" East a distance of 143.42 feet; Thence South 04°19' 32" West a distance of 201.00 feet; Thence South 16°55' 00" East a distance of 196.05 feet; Thence South 17°23' 34" West a distance of 1819.46 feet; Thence South 88°30' 50" West a distance of 520.00 feet; Thence North 34°26' 57" West a distance of 238.37 feet; Thence South 88°30' 50" West a distance of 300.00 feet; Thence South 01°23' 58" East a distance of 200.00 feet to the point of beginning at the Southwest corner of said Southwest Quarter (SW/ ¼).



- NOTES:
1. FLOW METER TO BE INSTALLED IN MANHOLE 8.
 2. CITY OF TULSA TO FURNISH AND INSTALL ADS, LLC SEWAGE FLOW METER "TRITON" MODEL AT CONTRACTOR/DEVELOPER'S EXPENSE. METER TO BE INSTALLED PRIOR TO OCCUPANCY CERTIFICATES ON THE COTTAGES AT CEDAR RIDGE (IDP 9265).
 3. MANHOLES TO HAVE BOLTED AND SEALED LIDS.
 4. CONTRACTORS TO COORDINATE WITH THE CITY OF BROKEN ARROW ENGINEERING AND PARKS DEPARTMENT PRIOR TO ANY CLOSING TO BIKE PATH. CONTRACTOR TO RECONSTRUCT BIKE PATH AND REVEGETATE ALL DISTURBED AREAS.
 5. CASE AND ASSOCIATES PROPERTIES, INC. WILL PROVIDE ANNUAL MOWING AND SURFACE MAINTENANCE OVER THE 25 FOOT PERMANENT SANITARY SEWER EASEMENT.

DATE	REVISIONS



OFFSITE
SANITARY SEWER PROFILE
COTTAGES AT CEDAR RIDGE
CITY OF BROKEN ARROW

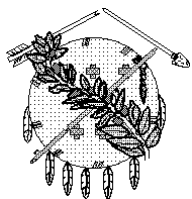
TUTTLE & ASSOCIATES, INC.
9714 E. 55TH PL.
TULSA, OK. 74146
918-663-5567

SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ. 1"=60'	REVIEWED	DATE	APPROVED	DATE
VERT. 1"=10'				
DRAWING NAME: 6000 SANITARY PLANNING	SHEET 2 OF 5	PROJECT NO.		



PUBLIC SERVICE CO OF OKLAHOMA - 582-1511
OKLAHOMA NATURAL GAS CO - 832-7800
GTE - 665-8500
TULSA CABLE TELEVISION - 665-0200
BEFORE YOU DIG CALL OKIE 1-800-522-6543





City of Broken Arrow

Fact Sheet

File #: 18-335, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

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

Title: Acceptance of an Temporary Construction Easement from The Oklahoma Turnpike Authority, across part of the Southwest Quarter of Section 20, Township 18 North, Range 14 East, located approximately one half mile north of New Orleans Street and east of Garnett Road (Section 20, T18N, R14E) (Cottages at Cedar Ridge)

Background:

Oklahoma Turnpike Authority (OTA) is dedicating a temporary construction easement for purposes of a new 15-inch sewer line for the Cottages at Cedar Ridge development by Case and Associates. The development is in Tulsa on the former Grace Fellowship property approximately one-half mile north of New Orleans Street on the west side of Garnett Road.

The proposed sanitary sewer crosses Garnett Road running east along the northern boundary of the Oklahoma Turnpike Authority property in Broken Arrow before connecting to the City of Broken Arrow's Haikey Creek 48-inch trunk line.

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

Cost: Recording Costs

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

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: OTA Letter
Temporary Construction Easement Form
Exhibit A Legal
Exhibit A Closure
DEQ 404 Permit
Cottages at Cedar Ridge Sewer Plan

File #: 18-335, **Version:** 1

Recommendation: Accept the Temporary Construction Easement



3500 Martin Luther King Ave. • P.O. Box 11357 • Oklahoma City, OK 73136-0357 • 405/425-3600 • Fax: 405/427-8246 • www.pikepass.com

February 13, 2018

CERTIFIED MAIL

Michael Skates, P.E.
Development Services Director
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012-2336

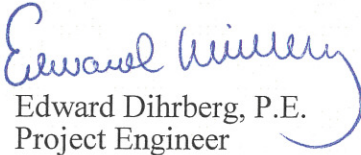
RE: Easements for the Cottages Sewer Project

Dear Mr. Skates:

Enclosed find signed copies of the Sanitary Sewer Easement and the Temporary Easement that the Oklahoma Turnpike Authority (OTA) has developed in support of the project referenced above. Please have the appropriate City officials complete the forms, and then return the original signed documents to OTA.

Please call me at 404-425-7449 if you have any questions about this matter.

Sincerely,


Edward Dührberg, P.E.
Project Engineer

Enclosures

xc: Mr. Bradley Manhalter - OTA
OTA Engineering Files

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, THE OKLAHOMA TURNPIKE AUTHORITY, the owner of the legal and 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, receipt of which is hereby acknowledged, do hereby assign, grant, and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," a temporary 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 ATTACHED EXHIBIT A

with right of ingress and egress to and from the same, for the purpose of constructing sanitary sewer lines and appurtenances.

NOTE: all provisions, terms, conditions and requirements as set forth in U.S. Army Corps of Engineers (USACE) Section 404 Permit No. OKR2006339 remain in full force and effect. SEE ATTACHED EXHIBIT B.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, by this instrument shall terminate upon completion of constructing sanitary sewer lines and appurtenances.

PROVIDED, that the said Grantor, their 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.

The rights and privileges above granted to continue so long as same are used or needed; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 2nd day of February 2018.

Approve as to form:

[Signature]
OTA General Counsel

THE OKLAHOMA TURNPIKE AUTHORITY

By: [Signature] dkm
Tim J. Gatz, Executive Director

State of Oklahoma)
)ss.
County of Tulsa)
 Oklahoma

Before me, the undersigned, a Notary Public within and for said County and State, on this 2nd day of February 2018, personally appeared TIM J. GATZ, to me known to be the identical persons who executed the within and foregoing instrument as the free and voluntary act and deed as director of THE OKLAHOMA TURNPIKE AUTHORITY for the uses and 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: 4/10/2018



[Signature]
Notary Public

Approved as to form:

[Signature]
Asst. City Attorney

Approved as to Substance:

[Signature]
City Manager

Engineer [Signature] checked 2-28-18
Project

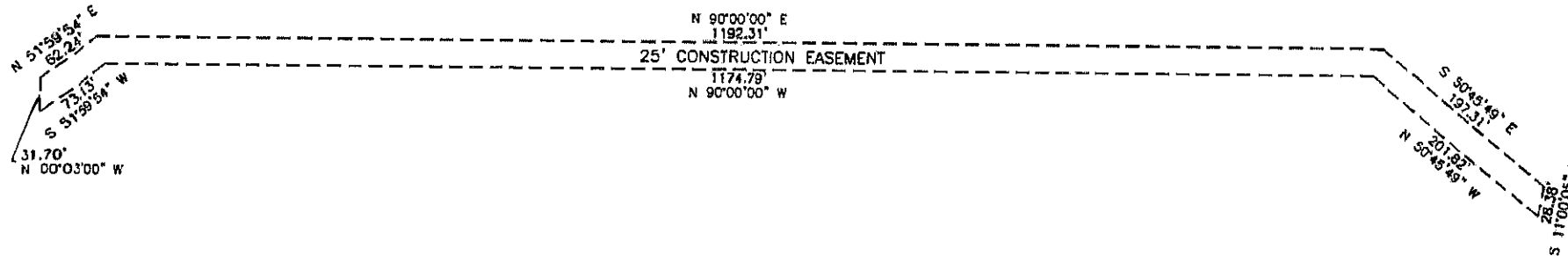
EXHIBIT "A"
25.00 Foot Wide Construction Easement Description

A 25.00-foot-wide Construction Easement across a part of the Southwest Quarter (SW/4) of Section 20, Township 18 North, Range 14 East, Tulsa County, Oklahoma according to the U.S. Government Survey thereof. The perimeter of said 25.00-foot-wide Utility Easement being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southwest Quarter (SW/4) of Section 20, Township N 00°00'00"18 North, Range 14 East, Tulsa County, Oklahoma; THENCE N00°00'00"E along the northerly line thereof for a distance of 50.00 feet to a point on the easterly right-of-way line of South Garnett Road; THENCE S 00°03'00" E along said easterly right-of-way line for a distance of 63.32 feet to the POINT OF BEGINNING; THENCE N 51°59'54" E for a distance of 62.24 feet to a point 25.00 feet perpendicularly distant to the northerly line of the SW/4 of said Section 20; THENCE N 90°00'00" E and parallel with said northerly line for a distance of 1,192.31 feet; THENCE S 50°45'49" E for a distance of 197.31 feet to a point on the westerly line of Block 3 of CEDAR RIDGE EAST, an addition to the City of Tulsa, Tulsa County, Oklahoma according to the plat filed in the records of the Tulsa County Clerk ; THENCE S 11°00'05" W along the westerly line of said Lot 5 of Block 3 for a distance of 28.38 feet; THENCE N 50°45'49" W for a distance of 201.82 feet to a point 50.00 feet perpendicularly distance to the northerly line of the SW/4 of said Section 20; THENCE N 90°00'00" W and parallel with said northerly line for a distance of 1,174.79 feet; THENCE S 51°59'54" W for a distance of 73.13 feet to a point on the easterly right-of-way line of South Garnett Road; THENCE N 00°03'00" W along said right-of-way line for a distance of 31.70 feet to the POINT OF BEGINNING. Basis of Bearings is the record bearing N 00°03'00" W along the easterly line of the Lot 1 of Block 1 of GRACE FELLOWSHIP CHURCH AND SCHOOL, an addition to the City of Tulsa, Tulsa County, Oklahoma according to Plat Number 4263 filed in the records of the Office of the Tulsa County Clerk.

Said Tract of land contains 36,277.85 Square Feet or 0.833 acres more or less.

TRAVERSE CLOSURE REPORT



THE COTTAGES AT CEDAR RIDGE
Offsite 25.00 foot Wide Cnstruction Easement Description
Traverse Closure Report Tue Sep 12 13:26:41 2017

Northing	Easting	Bearing	Distance
10967.458	12317.204		
11005.778	12366.249	N 51°59'54" E 62.240	
11005.778	13558.559	N 90°00'00" E 1192.310	
10880.975	13711.384	S 50°45'49" E 197.310	
10853.117	13705.968	S 11°00'05" W 28.380	
10980.772	13549.650	N 50°45'49" W 201.820	
10980.772	12374.860	N 90°00'00" W 1174.790	
10935.747	12317.234	S 51°59'54" W 73.130	
10967.447	12317.206	N 00°03'00" W 31.700	

Closure Error Distance> 0.01079 Error Bearing> N 11°03'52" W
Closure Precision> 1 in 274415.4 Total Distance> 2961.680
Traverse Closure Area: 36277.85 sq ft, 0.833 acres

EXHIBIT A



TUTTLE & ASSOCIATES, INC.

9718 East 55th Place South
Tulsa, Oklahoma 74146
Phone: (918) 663-5567

Date: 09/12/17

Drawn: RWT

Checked: JAT

Job Number: 5038

Sheet 1 of 1



DEPARTMENT OF THE ARMY
TULSA DISTRICT, CORPS OF ENGINEERS
P.O. BOX 61
TULSA, OKLAHOMA 74121-0061

CR-319

EXHIBIT B

March 11, 1999

Planning, Environmental, and Regulatory Division
Regulatory Branch

Mr. Neal McCaleb, P.E.
Director
Oklahoma Turnpike Authority
Post Office Box 11357
Oklahoma City, OK 73136

Dear Mr. McCaleb:

Enclosed is an executed copy of your Department of the Army Permit No. OKR2006339. Please retain this copy for your files.

We request that in conjunction with this permit, you complete and return the enclosed self-addressed "Permittee Construction Schedule" form. Should construction be initiated prior to 30 days from receipt of this letter, please return the completed form as soon as possible. If you prefer, you may contact Mr. Steven R. Votaw at 918-669-4904 to inform this office regarding the construction start date.

Following completion of your proposed activity, complete and return the enclosed self-addressed "Permittee Compliance Certification" form, as required by Permit Special Condition 2.

Sincerely,

David A. Manning
Chief, Regulatory Branch

Enclosures

Copies Furnished:

U.S. Fish and Wildlife Service
Tulsa, OK 74127

Mr. Jon Craig
Water Quality Programs
Department of Environmental Quality
Oklahoma City, OK 73101-1677

EXHIBIT B
DEPARTMENT OF THE ARMY PERMIT

Permittee: Mr. Neal McCaleb, P.E., Oklahoma Turnpike Authority

Permit No.: ~~CWA~~2006339

Issuing Office: U.S. Army Corps of Engineers, Tulsa District, Regulatory Branch

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: This permit authorizes construction of the bridges, box culverts, roadway fills, and creek channelization efforts required to develop the Broken Arrow South Loop Turnpike. The western end of the proposed 11.8-mile highway will connect with the existing Creek Turnpike at the U.S. Highway 169 terminus. The Broken Arrow Loop transitions south and then east through the community of Broken Arrow before turning north ultimately connecting with the Muskogee Turnpike.

A total of 64 jurisdictional waterways and wetlands will be affected. Of the 64 crossings, 55 have been previously authorized by General and Nationwide Permits, leaving 9 impact sites to be evaluated pursuant to this Standard Permit review as follows:

Field Site A-2. Construction of a new channel and culvert to redirect the creek beneath the turnpike main line and associated ramps. Final design requires excavation of 1,140 cubic yards of alluvial material and placement of 5,400 cubic yards of permanent fill resulting in a total disturbance area of 1.13 acres and 912 linear feet of the creek.

Field Sites A-4, A-6, and A-7. These areas are hydraulically connected and are comprised of an unnamed tributary to Little Haikey Creek, a main channel pond, and another tributary to Little Haikey Creek, respectively. These sites are being considered as one individual site.

Approximately 1,306 cubic yards of permanent fill will be placed during access ramp construction which will affect 557 feet of creek channel resulting in an area impact of 0.16 acre.

Several ramps will be affected in the area of Site A-6 associated with the U.S. Highway 169 interchange. Approximately 3,200 cubic yards of permanent fill will be placed in the waterway during culvert construction. The area impact is roughly 0.49 acre.

Three ramps, West to South, West to North, and South to East will be constructed over the waterway at A-7. A drainage channel will be constructed requiring excavation of approximately 325 cubic yards of alluvial fill and placement of approximately 850 cubic yards of permanent fill. Approximately 780 feet of the creek modification will result in a disturbance area of 0.26 acre.

The cumulative impacts at these three areas, considered as one extended site, are: 325 cubic yards of excavation; 5,356 cubic yards of permanent fill; 1,337 linear feet of creek; and 0.91 acre of impact.

Field Site F-1. Aspen Creek rechannelization into a 10- by 8-foot box culvert beneath the turnpike main lines and one entrance ramp. Redesign of the channel modification reduced the expected impacts to 0.41 acre. Approximately 725 linear feet of the creek will be affected by excavating roughly 1,320 cubic yards of alluvial material. Final grading requires placement of approximately 3,960 cubic yards of permanent fill.

Field Site K-2. Construction of two parallel bridges over this section of Broken Arrow Creek. Channel modification redesign resulted in a decrease of area impact to 0.50 acre and minimized the linear footage of creek channel disturbance to 600 feet. Approximately 453 cubic yards of material will be excavated and 2,234 cubic yards of permanent fill will be required to meet the final grade.

EXHIBIT B

Field Site O-1. Bridge construction and grading requirements necessitating the relocation of Broken Arrow Creek. Construction activities require excavation of approximately 935 cubic yards of alluvial material and placement of approximately 3,046 cubic yards of permanent fill to meet final grading requirements. The work will result in disturbance to 520 linear feet of creek bed.

Field Site P-4. Construction requires channelizing the creek and redirecting flows from adjacent on-site areas into the box culverts. In addition, excavation and fill will be required to bring the site to final grade. Construction activities along this unnamed tributary will affect 1,427 linear feet of channel. Approximately 740 cubic yards of alluvial material excavation and roughly 3,500 cubic yards of permanent fill will be required.

Field Site RR-3. This area will be affected by construction of the travel lanes and ramps at the Broken Arrow Loop and Muskogee Turnpike interchange. Construction along the creek will affect 960 linear feet resulting in an estimated impact area of 0.95 acre. Approximately 30,600 cubic yards of permanent fill will be placed to facilitate construction.

A total of 4.84 wetland and 4.2 riparian woodland acres will be affected. Approximately 6,481 linear feet of stream channel will be altered during bridge and reinforced-concrete box installation. This also includes channelization work associated with bridge construction.

Work shall be performed in accordance with the attached drawings 6339-1 through 6339-11 for the sites listed under this review. The remainder of the project of which the jurisdictional areas were authorized by Nationwide and General permits must be constructed according to the design specifications identified in the submittal plans.

Project Location:

Field Site A-2. Little Halkey Creek located in the Northwest 1/4 of Section 19, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Broken Arrow, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Sites A-4, A-6, and A-7. Two unnamed tributaries and a main-channel pond located in the Northwest 1/4 of Section 19, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Broken Arrow, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site F-1. Aspen Creek located in the Southeast 1/4 of Section 33, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Leonard, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site K-2. Broken Arrow Creek located in the Southwest 1/4 of Section 36, Township 18 North, Range 14 East, Tulsa County, Oklahoma. The project site can be found on the Leonard, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site O-1. Unnamed tributary to Broken Arrow Creek located in the Southeast 1/4 of Section 30, Township 18 North, Range 15 East, Wagoner County, Oklahoma. The project site can be found on the Oneta, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site P-4. Unnamed tributary to Broken Arrow Creek located in the Northeast 1/4 of Section 30, Township 18 North, Range 15 East, Wagoner County, Oklahoma. The project site can be found on the Oneta, Oklahoma, 7.5 Minute USGS Quadrangle map.

Field Site RR-3. Unnamed tributary to Broken Arrow Creek located in the Southwest 1/4 of Section 8, Township 18 North, Range 15 East, Wagoner County, Oklahoma. The project site can be found on the Oneta, Oklahoma, 7.5 Minute USGS Quadrangle map.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on March 31, 2002. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

EXHIBIT B

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. Complete and return the enclosed self-addressed "Permittee Construction Schedule" form. Should construction be initiated prior to 30 days from receipt of this letter, please return the completed form as soon as possible. If you prefer, you may telephone 918-669-7400 to inform the U.S. Army Corps of Engineers (Corps) regarding the construction start date.

2. Following completion of the authorized activity, the permittee shall submit a signed certification regarding the completed work and any required mitigation. A copy of the "Permittee Compliance Certification" form will be provided to the permittee and will accompany the validated permit and final authorization letter.

3. A minimum of 18 acres of functional wetland mitigation shall be performed in an in-kind and on-site manner and shall incorporate the following:

- a. Shallow, vegetated, and open water areas (less than 18 inches),
- b. deep water areas or "pockets" (less than 30 inches),
- c. native woody and herbaceous species at appropriate planting ratios,
- d. small islands or "hummocks",
- e. varied or undulating basin floor elevation, and
- f. upland buffer zones surrounding the mitigation site.

The final wetland mitigation plan must be submitted to and approved by the District Engineer prior construction.

4. The mitigation areas and their upland buffer zones shall be preserved in perpetuity to prevent future disturbance, development, or manipulation which would result in any alteration of the mitigation area or hydrology sources. A copy of the property deed restriction must be submitted to the Corps, Regulatory Branch within 60 days of filing.

5. Following mitigation site development, the permittee will be responsible for the submittal of quarterly developmental monitoring reports. These reports will be provided for a 5-year period consisting of no less than five complete growing seasons. These reports will include evaluation of all mitigation sites, including wetland creation, restoration, enhancement, and

EXHIBIT B

preservation. Natural habitat, riparian corridors, and natural successional areas are to be included as part of the overall monitoring program. Monitoring should include the following:

5a. Photographic documentation included in monitoring reports will be from fixed points as appropriate with maps indicating the location of panoramic views, and the sequence and direction of individual photographs in the panoramic views.

5b. Evaluation of the vegetational success of each of the wetland mitigation sites will include percent coverage by naturally recruited species, species identification, and percent composition of those natural succession species. A minimum of 80 percent survival success for all planted vegetation is required.

6. The permittee will maintain all mitigation properties (wetland and riparian) in a manner consistent with the purposes and goals of the mitigation.

7. Any materials and fuels used in excavation/construction operations shall be stored above the Ordinary High Water Mark and removed from a likely flood zone prior to any predicted flood.

8. Required flood plain permit(s) must be obtained from the appropriate Flood Plain Administrator.

9. Woody and herbaceous vegetational clearing shall be held to the minimum necessary for channel construction and vehicular access.

10. All temporary work roads shall be removed upon completion.

11. All water diversion berms shall be held to a minimum size necessary to control expected flows. All work within the creek channels and wetlands shall be performed during dry- or low-flow conditions.

12. You shall abide by the special conditions listed within the State Water Quality Certification.

13. All exposed earthen areas shall be immediately revegetated upon completion of the specific area. Erosion and sediment control measures are to be implemented and maintained during construction.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

m
m
7222 0202

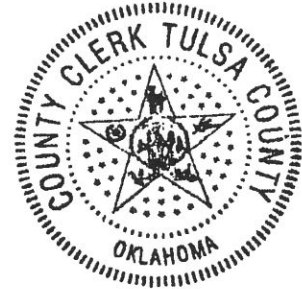
KT-Pinnacle
5534 N. Western Ave.
Oklahoma City, OK 73118

Tulsa County Clerk - EARLENE WILSON
Doc# 04010161 Pgs 3 B/P 7222/0202-0204
Receipt # 706063 01/27/04 16:22:45
Fee 17.00

EXHIBIT B



NOTICE OF RESTRICTION



STATE OF OKLAHOMA)
COUNTY OF TULSA)

KNOW ALL MEN BY THESE PRESENTS THAT:

The Oklahoma Transportation Authority (formerly known as the Oklahoma Turnpike Authority), an instrumentality of the State of Oklahoma, is the owner of all that real property more particularly described in Exhibit 'A' (hereinafter the "Property") attached hereto and made a part hereof. The Property is subject to a U.S. Army Corps of Engineers (USACE) Section 404 Permit No. OKR2006339, or any revision thereof. Any purchaser of all or any part of the Property or any person having an interest in or proposing to acquire an interest in all or any part of the property, or any person proposing to develop or improve all or any part of the Property, is hereby notified of the following development restriction affecting the Property. As a condition to the aforementioned USACE Permit the following restrictions apply to the Property:

- 1) the Property is hereby dedicated as a wetland preserve for the purpose of providing wetland mitigation and may not be disturbed without first obtaining a revision to the aforementioned USACE permit. Permit revisions can be granted only by USACE;
- 2) this restriction may not be removed without prior written approval of USACE.

EXECUTED THIS 14TH day of JANUARY, 2004.

APPROVED AS TO FORM

Tom Hilborne

Tom Hilborne, General Counsel

Phil Tomlinson

Phil Tomlinson, Director
Oklahoma Transportation
Authority

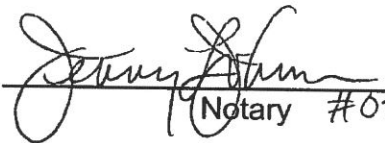
EXHIBIT B

7222 0203

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

Before me, the undersigned, a notary public within and for the above names State, on this 14th day of January, 2004, personally appeared Phil Tomlinson to me known to be the Director of the Oklahoma Transportation Authority, and the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Director of the Oklahoma Transportation Authority, as his free and voluntary act and deed, and as the free and voluntary act and deed as such Director of the Oklahoma Transportation Authority for the purposes therein set forth.

Witness my hand and seal the day and year above written.


Notary #02004070

My Commission Expires: 4/10/06

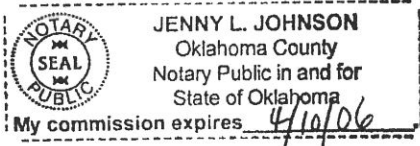
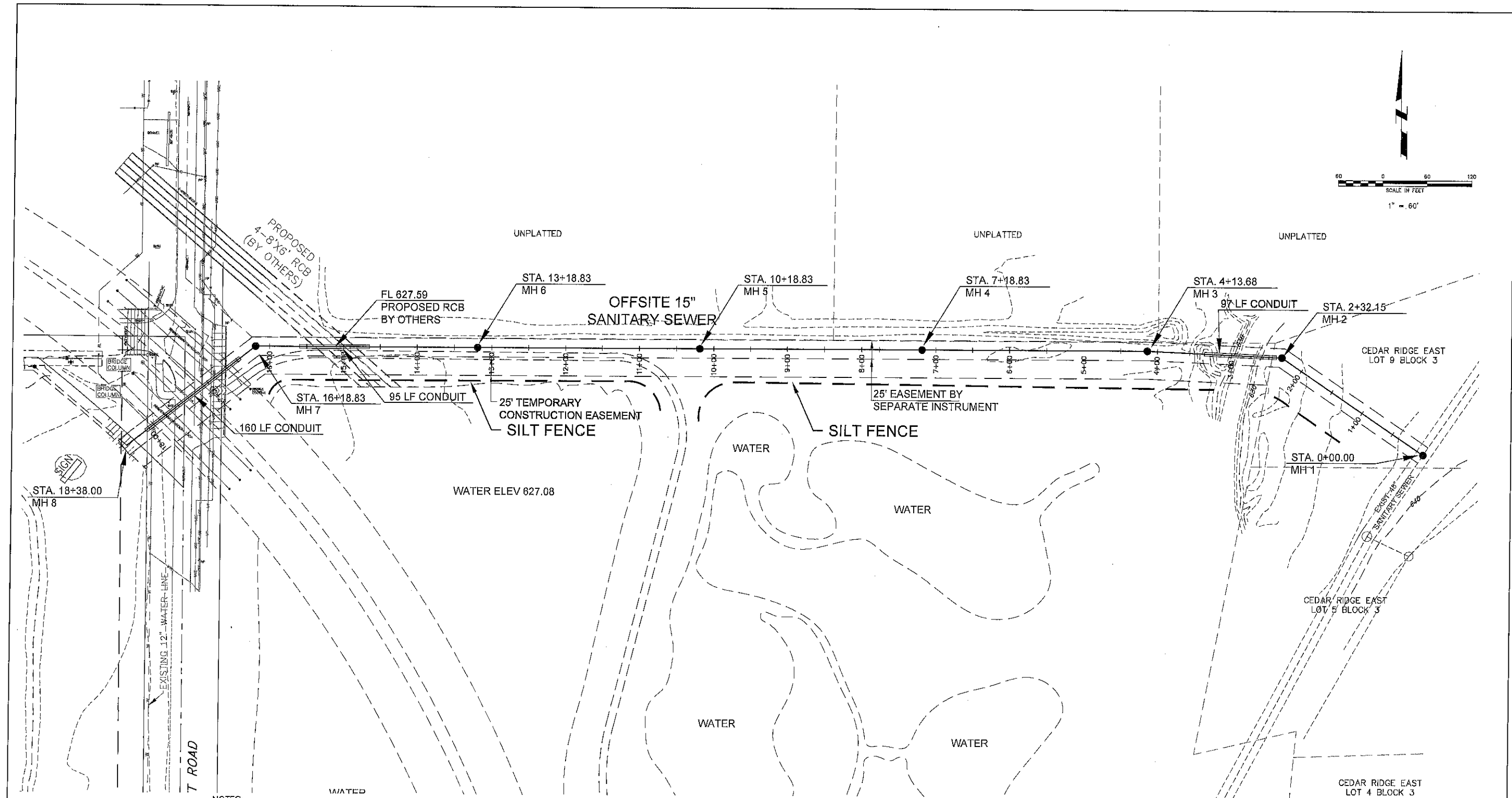


EXHIBIT B**EXHIBIT A**

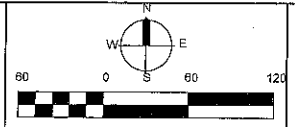
A strip, piece on parcel of land lying in part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 20, Township 18 North, Range 14 East of the Meridian Base and Meridian, Tulsa County, Oklahoma. Said parcel being described as follows:

Beginning at the Southwest Corner of said Southwest Quarter (SW $\frac{1}{4}$); Thence North $01^{\circ}23'58''$ West along the West line of said Southwest Quarter (SW $\frac{1}{4}$) a distance of 2543.96 feet; Thence North $88^{\circ}35'45''$ East a distance of 1473.44 feet; Thence South $09^{\circ}35' 52''$ West a distance of 573.96 feet; Thence North $75^{\circ}38' 52''$ East a distance of 143.42 feet; Thence South $04^{\circ}19' 32''$ West a distance of 201.00 feet; Thence South $16^{\circ}55' 00''$ East a distance of 196.05 feet; Thence South $17^{\circ}23' 34''$ West a distance of 1819.46 feet; Thence South $88^{\circ}30' 50''$ West a distance of 520.00 feet; Thence North $34^{\circ}26' 57''$ West a distance of 238.37 feet; Thence South $88^{\circ}30' 50''$ West a distance of 300.00 feet; Thence South $01^{\circ}23' 58''$ East a distance of 200.00 feet to the point of beginning at the Southwest corner of said Southwest Quarter (SW $\frac{1}{4}$).



- NOTES:
1. FLOW METER TO BE INSTALLED IN MANHOLE 8.
 2. CITY OF TULSA TO FURNISH AND INSTALL ADS, LLC SEWAGE FLOW METER "TRITON" MODEL AT CONTRACTOR/DEVELOPER'S EXPENSE. METER TO BE INSTALLED PRIOR TO OCCUPANCY CERTIFICATES ON THE COTTAGES AT CEDAR RIDGE (IDP 9265).
 3. MANHOLES TO HAVE BOLTED AND SEALED LIDS.
 4. CONTRACTORS TO COORDINATE WITH THE CITY OF BROKEN ARROW ENGINEERING AND PARKS DEPARTMENT PRIOR TO ANY CLOSING TO BIKE PATH. CONTRACTOR TO RECONSTRUCT BIKE PATH AND REVEGETATE ALL DISTURBED AREAS.
 5. CASE AND ASSOCIATES PROPERTIES, INC. WILL PROVIDE ANNUAL MOWING AND SURFACE MAINTENANCE OVER THE 25 FOOT PERMANENT SANITARY SEWER EASEMENT.

DATE	REVISIONS



OFFSITE
SANITARY SEWER PROFILE
COTTAGES AT CEDAR RIDGE
CITY OF BROKEN ARROW

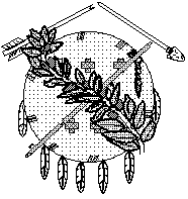
TUTTLE & ASSOCIATES, INC.
9714 E. 55TH PL.
TULSA, OK. 74146
918-663-5567

SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ. 1"=60'	REVIEWED	DATE	APPROVED	DATE
VERT. 1"=10'				
DRAWING NAME: 6000 SANITARY PLANNING	SHEET 2 OF 5	PROJECT NO.		



PUBLIC SERVICE CO OF OKLAHOMA - 552-1511
OKLAHOMA NATURAL GAS CO - 832-7800
GTE - 665-8500
TULSA CABLE TELEVISION - 665-0200

BEFORE YOU DIG CALL OKIE 1-800-522-6543



City of Broken Arrow

Fact Sheet

File #: 18-16, Version: 1

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
12/ 28/ 2017	734	WINFIELD SOLUTIONS, LLC	PI 9979	62068407	010-6000-451.60-34	103.15-			
					12/ 28/ 2017 TOTAL -	103.15-			
					CUMULATI VE TOTAL -	103.15-			
1/ 30/ 2018	225	SUMMIT TRUCK GROUP	PI 9824	411154125	010-5300-431.60-20	116.31			
1/ 30/ 2018	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 0139	84195113	010-6000-451.60-18	404.89			
					1/ 30/ 2018 TOTAL -	521.20			
					CUMULATI VE TOTAL -	418.05			
1/ 31/ 2018	3878	TRANSMISSION CLINICS LTD	PI 0142	2919	010-6000-451.40-20	3,061.86			
					1/ 31/ 2018 TOTAL -	3,061.86			
					CUMULATI VE TOTAL -	3,479.91			
2/ 01/ 2018	225	SUMMIT TRUCK GROUP	PI 9835	CM411154125	010-5300-431.60-20	116.31-			
2/ 01/ 2018	11085	RITZ SAFETY DBA SLATE ROCK SAF	PI 0144	19281	010-5310-431.60-10	79.48-			
					2/ 01/ 2018 TOTAL -	195.79-			
					CUMULATI VE TOTAL -	3,284.12			
2/ 02/ 2018	244	GREEN ACRE SOD FARMS DBA	PI 9647	108639	010-6000-451.60-70	75.00			
			PI 9648	108640	010-6000-451.60-70	75.00			
2/ 02/ 2018	9962	FIRSTLINE FILTERS LLC	PI 0035	20163199	010-1200-419.60-23	21.40			
			PI 0036	20163199	010-1700-419.60-18	124.94			
			PI 0037	20163199	010-5300-431.60-18	139.82			
			PI 0038	20163199	010-6000-451.60-18	35.47			
			PI 0039	20163199	010-6001-451.60-18	58.00			
			PI 0040	20163199	010-6002-451.60-18	227.34			
			PI 0041	20163199	010-6004-451.60-18	69.96			
			PI 0042	20163199	010-6005-451.40-28	2.28			
					2/ 02/ 2018 TOTAL -	829.21			
					CUMULATI VE TOTAL -	4,113.33			
2/ 06/ 2018	378	KSM EXCHANGE LLC	PI 9716	P32410	010-5300-431.60-20	213.24			
2/ 06/ 2018	733	PI ONEER FENCE	PI 9802	18036	010-6000-451.60-18	166.29			
					2/ 06/ 2018 TOTAL -	379.53			
					CUMULATI VE TOTAL -	4,492.86			
2/ 08/ 2018	7644	SOUTHERN AGRICULTURE	PI 9828	489391	010-6002-451.60-23	10.71			
					2/ 08/ 2018 TOTAL -	10.71			
					CUMULATI VE TOTAL -	4,503.57			
2/ 09/ 2018	238	GOODYEAR AUTO SERVICE CENTER	PI 9662	147089	010-5300-431.60-20	50.00			
2/ 09/ 2018	452	GELICO UNIFORMS & SHOES INC	PI 9643	00230426	010-5300-431.60-10	125.00			
2/ 09/ 2018	5941	LOWES	PI 9681	02069	010-6000-451.60-23	7.02			
2/ 09/ 2018	10800	READING MIDWEST DISTRIBUTION L	PI 9832	S410000298	010-5310-431.60-20	150.00			
			PI 9833	S410000298	010-5310-431.60-20	2.00			
					2/ 09/ 2018 TOTAL -	334.02			
					CUMULATI VE TOTAL -	4,837.59			
2/ 10/ 2018	420	APAC-CENTRAL, INC	PI 0021	7001066578	010-5300-431.60-80	1,047.72			
			PI 0022	7001066694	010-5300-431.60-80	520.79			
					2/ 10/ 2018 TOTAL -	1,568.51			
					CUMULATI VE TOTAL -	6,406.10			

FUND 010 GENERAL FUND						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
2/12/2018	225	SUMMIT TRUCK GROUP	PI 9838	411154955	010-5300-431.60-20	49.21
2/12/2018	370	AIRGAS USA LLC	PI 0027	9072695835	010-5300-431.60-20	48.71
2/12/2018	437	OCT EQUIPMENT INC	PI 9804	P19074	010-5300-431.60-20	308.21
2/12/2018	5941	LOWES	PI 9683	01539/	010-1700-419.60-18	18.20
2/12/2018	6822	TULSA WINNELSON COMPANY	PI 9857	04154000	010-6000-451.60-23	127.38
2/12/2018	8752	4M INC	PI 9966	140197	010-5105-432.60-23	336.17
2/12/2018 TOTAL -						887.88
CUMULATIVE TOTAL -						7,293.98
2/13/2018	42	ARROW SAFE AND LOCK INC	PI 9612	71402	010-6000-451.60-23	5.85
2/13/2018	90	NAPA AUTO PARTS	PI 9771	2210892515	010-5300-431.60-20	136.51
			PI 9773	2210892536	010-5300-431.60-23	4.48
			PI 9774	2210892538	010-5300-431.60-20	29.97
2/13/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 9675	139681	010-5300-431.60-20	70.90
2/13/2018	240	GRAINGER	PI 9673	9698128569	010-5300-431.60-20	40.88
2/13/2018	377	KIMS INTERNATIONAL	PI 9711	0103250	010-5300-431.60-20	101.52
2/13/2018	399	LOCKE SUPPLY COMPANY	PI 9704	3359621200	010-6000-451.60-23	8.09
			PI 9705	3359829400	010-6000-451.60-18	17.57
			PI 9951	3359651800	010-1700-419.60-18	3.08
2/13/2018	2810	VINER ENTERPRISES DBA	PI 9873	152828	010-6000-451.60-20	129.39
2/13/2018	4311	UNITED FORD	PI 9863	3022199	010-1415-424.60-20	38.92
2/13/2018	6822	TULSA WINNELSON COMPANY	PI 9994	04273900	010-1700-419.60-18	27.80
2/13/2018	8366	ID WHOLESALER	PI 9674	1432755	010-6002-451.60-23	523.50
2/13/2018	10099	ZONES INC	PI 0164	K09195180101	010-6002-451.60-24	162.64
2/13/2018 TOTAL -						1,301.10
CUMULATIVE TOTAL -						8,595.08
2/14/2018	90	NAPA AUTO PARTS	PI 9776	2210892559	010-6000-451.60-20	25.18
			PI 9784	2210892629	010-5300-431.60-20	42.63
			PI 9785	2210892634	010-5300-431.60-20	115.09
2/14/2018	378	KSM EXCHANGE LLC	PI 9719	P32780	010-5300-431.60-20	1,052.76
2/14/2018	399	LOCKE SUPPLY COMPANY	PI 9954	3361227900	010-6000-451.60-18	13.59
2/14/2018	437	OCT EQUIPMENT INC	PI 9805	P19115	010-5300-431.60-20	289.06
			PI 9806	P19148	010-5300-431.60-20	212.41
2/14/2018	734	WINFIELD SOLUTIONS, LLC	PI 9858	62120323	010-6000-451.60-34	339.40
			PI 9859	62120362	010-6003-451.60-34	1,181.21
			PI 9860	62120363	010-6003-451.60-34	216.00
2/14/2018	2599	WHELEN ENGINEERING CO INC	PI 0165	R79029	010-5310-431.40-55	27.04
2/14/2018	2774	CHILDRENS SPECIALTIES INC	PI 9621	18011	010-6000-451.60-33	4,500.00
2/14/2018	4311	UNITED FORD	PI 9864	3023034	010-5300-431.60-20	9.98
2/14/2018	5941	LOWES	PI 9692	11126	010-5300-431.60-23	45.53
			PI 9693	11138	010-5300-431.60-23	11.29
			PI 9696	13477	010-5300-431.60-23	21.82
2/14/2018	6822	TULSA WINNELSON COMPANY	PI 9996	04292600	010-6002-451.60-18	175.55
2/14/2018	9297	JANDERSON INC DBA CARTRIDGE WO	PI 9899	18018	010-6000-451.60-03	35.00
2/14/2018	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 9829	84359643	010-6003-451.60-23	114.00
2/14/2018 TOTAL -						8,002.72
CUMULATIVE TOTAL -						16,597.80
2/15/2018	90	NAPA AUTO PARTS	PI 9787	2210892666	010-5300-431.60-20	3.70
2/15/2018	273	QUIKSERVICE STEEL YAFFE	PI 9809	209139	010-5300-431.60-20	275.00

FUND 010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOICE NO	ACCOUNT NO	AMOUNT
2/ 15/ 2018	377	KI MS I NTERNATI ONAL	PI 9713	0103302	010- 5300- 431. 60- 20		27. 03	
2/ 15/ 2018	399	LOCKE SUPPLY COMPANY	PI 9714	0103331	010- 5300- 431. 60- 20		13. 65	
2/ 15/ 2018	946	MACS HYDRAULI C JACK SERVI CE	PI 9955	3361700300	010- 1700- 419. 60- 18		3. 71	
2/ 15/ 2018	1409	SMI TH FARM & GARDEN CO	PI 9725	32945	010- 5300- 431. 40- 20		701. 70	
2/ 15/ 2018	2045	PROFESSI ONAL TURF PRODUCTS	PI 9831	795004	010- 5105- 432. 60- 20		320. 96	
			PI 9811	140669900	010- 6000- 451. 60- 20		552. 27	
			PI 9812	140670900	010- 6000- 451. 60- 20		182. 81	
			PI 9813	140672900	010- 6000- 451. 60- 20		183. 22	
2/ 15/ 2018	5941	LOWES	PI 9697	01924	010- 5300- 431. 60- 23		100. 62	
			PI 9698	02526	010- 6000- 451. 60- 23		10. 86	
2/ 15/ 2018	7644	SOUTHERN AGRI CULTURE	PI 0148	520072	010- 6002- 451. 60- 23		51. 68	
2/ 15/ 2018	9846	EVANS HYDRAULI C REPAI R	PI 9671	7019	010- 5300- 431. 40- 20		165. 00	
					2/ 15/ 2018 TOTAL -		2, 592. 21	
					CUMULATI VE TOTAL -		19, 190. 01	
2/ 16/ 2018	35	A & N TRAI LER PARTS I NC	PI 9615	00300478	010- 5300- 431. 60- 20		61. 00	
2/ 16/ 2018	399	LOCKE SUPPLY COMPANY	PI 9957	33626338700	010- 1700- 419. 60- 18		33. 04	
2/ 16/ 2018	4311	UNIT ED FORD	PI 9865	3024379	010- 5310- 431. 60- 20		18. 73	
					2/ 16/ 2018 TOTAL -		112. 77	
					CUMULATI VE TOTAL -		19, 302. 78	
2/ 19/ 2018	90	NAPA AUTO PARTS	PI 9801	2210893062	010- 5310- 431. 60- 20		76. 94	
			PI 9931	2210893022	010- 5300- 431. 60- 20		34. 90	
2/ 19/ 2018	5941	LOWES	PI 9702	13519	010- 5300- 431. 60- 20		13. 92	
2/ 19/ 2018	6822	TULSA W I NNELSON COMPANY	PI 9998	04341000	010- 6000- 451. 60- 18		36. 91	
2/ 19/ 2018	8768	DRI VE SHAFTS I NC	PI 9676	186462	010- 5310- 431. 40- 20		303. 80	
					2/ 19/ 2018 TOTAL -		466. 47	
					CUMULATI VE TOTAL -		19, 769. 25	
2/ 20/ 2018	35	A & N TRAI LER PARTS I NC	PI 9927	00300583	010- 6000- 451. 60- 20		. 95	
2/ 20/ 2018	90	NAPA AUTO PARTS	PI 9933	2210893108	010- 6000- 451. 60- 20		24. 31	
			PI 9935	2210893150	010- 6000- 451. 60- 20		135. 30	
			PI 9937	2210893166	010- 5300- 431. 60- 20		15. 47	
2/ 20/ 2018	218	GRAPHI C RESOURCES & PRODUCTI ON	006973	381263	010- 1400- 419. 40- 28		457. 31	
2/ 20/ 2018	370	AI RGAS USA LLC	006882	991076158	010- 6000- 451. 40- 33		35. 92	
2/ 20/ 2018	377	KI MS I NTERNATI ONAL	PI 9959	0103405	010- 5300- 431. 60- 20		60. 71	
2/ 20/ 2018	399	LOCKE SUPPLY COMPANY	PI 9958	3364652300	010- 1700- 419. 60- 18		22. 74	
2/ 20/ 2018	556	OFFI CE TEAM	006982	49993331	010- 1410- 419. 50- 37		401. 58	
			006983	50023866	010- 1410- 419. 50- 37		204. 58	
			006984	50135424	010- 1410- 419. 50- 37		416. 81	
2/ 20/ 2018	677	ROYAL PRI NTI NG	006986	50947	010- 1700- 419. 50- 86		169. 50	
2/ 20/ 2018	724	O REI LLY AUTOMOTI VE	PI 0004	0156219059	010- 5300- 431. 60- 20		17. 99	
2/ 20/ 2018	2045	PROFESSI ONAL TURF PRODUCTS	PI 0166	140695100	010- 6000- 451. 60- 20		193. 36	
2/ 20/ 2018	3548	TULSA COUNTY LAW LI BRARY	007176	FF0223288	010- 0800- 415. 40- 28		3. 00	
			007177	FF0223289	010- 0800- 415. 40- 28		3. 00	
			007178	FF220202	010- 0800- 415. 40- 28		3. 00	
2/ 20/ 2018	3694	ARROW EXTERMI NATORS I NC	006883	567852	010- 5300- 431. 40- 07		32. 50	
			006885	566427	010- 5105- 432. 40- 07		25. 00	
			006888	566419	010- 1700- 419. 40- 07		75. 00	
			006889	566418	010- 1700- 419. 40- 07		30. 00	
			006893	566425	010- 6000- 451. 40- 07		25. 00	

FUND 010	GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			006894	566426	010-6001-451.40-07		25.00
			006895	566420	010-6002-451.40-07		95.00
			006896	567853	010-6002-451.40-07		70.00
			006897	566429	010-6002-451.40-07		35.00
			006898	567849	010-6005-451.40-07		25.00
2/20/2018	4019	MCAFFEE & TAFT	006914	529985	010-1700-419.30-08		1,900.00
			006915	529986	010-1700-419.30-08		200.00
			006916	529987	010-1700-419.30-08		75.00
			006917	529990	010-1700-419.30-08		1,100.00
			006918	529991	010-1700-419.30-08		100.00
			006919	529988	010-1700-419.30-08		2,025.00
			006920	529989	010-1700-419.30-08		3,150.00
2/20/2018	4513	CUSTOM SERVICES	006921	529992	010-1700-419.30-08		775.00
2/20/2018	4730	DELL MARKETING L. P.	006970	370241	010-6004-451.40-07		1,190.00
			PI 0053	10225652004	010-1400-419.60-24		35.74
			PI 0054	10225652004	010-1800-419.60-24		38.99
			PI 0055	10225652004	010-1400-419.60-24		1,734.20
			PI 0056	10225652004	010-1800-419.60-24		3,520.96
2/20/2018	5941	LOWES	PI 9919	02582	010-6000-451.60-21		18.92
2/20/2018	6797	AT YOUR SERVICE RENTALS	006966	156113	010-6005-451.40-33		200.86
2/20/2018	8523	STRATEGIC GOVERNMENT RESOURCES	006987	201800238	010-1102-419.30-87		1,850.00
			006988	201800265	010-5300-431.30-87		1,788.53
2/20/2018	9063	KEVIN MCKINNEY	006979	02/15/18	010-6002-451.40-28		303.75
2/20/2018	10241	AMERICAN SWING PRODUCTS INC	PI 0088	66548	010-6000-451.60-33		199.40
2/20/2018	10360	JAVA DAVES EXECUTIVE COFFEE SE	006976	134433	010-5310-431.60-23		20.00
			006977	134433	010-5300-431.60-23		36.74
2/20/2018	10418	PARTY ALLSTARS DJ	006922	02/10/18	010-6002-451.40-28		495.00
2/20/2018	10722	MARKS ROSE CARE	006980	BA021818A	010-6003-451.40-28		1,152.22
			006981	BA021818B	010-6003-451.40-28		168.89
2/20/2018	10818	TULSA TECHNOLOGY CENTER	006995	001679232	010-1102-419.30-87		250.00
2/20/2018	11208	TAYLOR JARMAN	006960	02/14/18	010-5300-431.30-11		89.43
2/20/2018	11209	CENTRAL OKLAHOMA ASSOCIATION O	007172	MAR 2018	010-0800-415.30-85		65.00
2/20/2018	99999	MISC-A/R REFUNDS	006869	17-1496049	010-0000-342.04-00		115.27
			006870	17-1222711	010-0000-342.04-00		276.57
			006871	17-148342	010-0000-342.04-00		527.12
			006872	14-465947	010-0000-342.04-00		1,333.00
			006953	122422	010-0000-229.15-00		35.00
			006959	122243	010-0000-229.15-00		10.00
					2/20/2018 TOTAL -		27,383.62
					CUMULATIVE TOTAL -		47,152.87
2/21/2018	74	BROKEN ARROW LAWN & GARDEN	PI 9967	335775	010-6000-451.60-31		32.99
2/21/2018	90	NAPA AUTO PARTS	PI 9939	2210893196	010-5300-431.60-20		33.98
			PI 9943	2210893228	010-5105-432.60-23		20.99
2/21/2018	5941	LOWES	PI 0151	02823	010-6000-451.60-18		1.23
			PI 9922	02766	010-6000-451.60-18		147.29
			PI 9924	02829	010-6000-451.60-23		5.50
2/21/2018	6344	PREFERRED TAPE INC	PI 0167	0155671	010-6002-451.60-18		54.50
					2/21/2018 TOTAL -		296.48
					CUMULATIVE TOTAL -		47,449.35

FUND 010 GENERAL FUND						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/22/2018	90	NAPA AUTO PARTS	PI 9949	2210893354	010-5300-431.60-20	102.74
2/22/2018	377	KIMS INTERNATIONAL	PI 9960	0103456	010-5300-431.60-20	166.63
2/22/2018	786	CLIFFORD POWER SYSTEMS INC	PI 0062	PART0109264	010-5300-431.60-20	614.50
2/22/2018	5941	LOWES	PI 0152	11828	010-6003-451.60-23	62.69
			PI 0153	12096	010-6002-451.60-18	1.70
			PI 0154	17608-	010-6002-451.60-18	1.70
			PI 0155	17609	010-6002-451.60-18	3.78
2/22/2018	8539	ALL MAINTENANCE SUPPLY INC	PI 0061	0006579701	010-6000-451.60-30	7.00
2/22/2018 TOTAL -						957.34
CUMULATIVE TOTAL -						48,406.69
2/23/2018	148	WARREN POWER & MACHINERY, INC.	PI 0171	W0100160084	010-5300-431.40-20	533.50
2/23/2018	225	SUMMIT TRUCK GROUP	PI 0169	411155599	010-5300-431.60-20	175.19
2/23/2018	269	RALSTONS MUFFLER	PI 0147	1763	010-6000-451.60-20	325.00
2/23/2018	378	KSM EXCHANGE LLC	PI 0091	P33281	010-5300-431.60-20	1,060.68
2/23/2018	2045	PROFESSIONAL TURF PRODUCTS	PI 0172	140732900	010-6000-451.60-20	346.17
2/23/2018	9968	ALLEGiant PRECAST	PI 0060	5114	010-5105-432.60-27	1,368.75
2/23/2018 TOTAL -						3,809.29
CUMULATIVE TOTAL -						52,215.98
2/27/2018	88	WEST THOMSON REUTERS	007120	837638833	010-0800-415.60-28	1,274.49
2/27/2018	153	OKLAHOMA DEPT OF PUBLIC SAFETY	007072	011801759	010-3006-421.50-54	1,750.00
			007073	011802213	010-3006-421.50-54	1,750.00
2/27/2018	203	FEDERAL EXPRESS CORPORATION	007052	608924877	010-1700-419.50-39	167.01
2/27/2018	556	OFFICE TEAM	007081	50003769	010-1800-419.50-37	479.67
2/27/2018	1057	TULSA WORLD	007111	438978-0103	010-1700-419.50-05	26.88
			007112	439516-0103	010-1700-419.50-05	30.72
			007113	411333-0110	010-1700-419.50-05	64.00
			007114	441601-0110	010-1700-419.50-05	64.00
			007115	444928-0124	010-1700-419.50-05	139.00
			007116	445868-0124	010-1700-419.50-05	139.00
2/27/2018	1345	OME CORP, LLC	007076	211306	010-1700-419.60-23	57.50
2/27/2018	2016	BIXBY RADIATOR INC	PI 0095	37459	010-6003-451.40-20	200.00
2/27/2018	3911	YORK ELECTRONICS SYSTEMS INC	007122	65834	010-6000-451.40-07	300.00
2/27/2018	4019	MCAFEE & TAFT	007062	531766	010-1700-419.30-08	2,400.00
			007063	531767	010-1700-419.30-08	1,450.00
			007064	531768	010-1700-419.30-08	175.00
			007065	531770	010-1700-419.30-08	8,250.00
			007066	531769	010-1700-419.30-08	9,834.00
			007067	531773	010-1700-419.30-08	525.00
			007068	531772	010-1700-419.30-08	425.00
			007069	531771	010-1700-419.30-08	425.00
2/27/2018	4409	NATIONAL OCCUPATIONAL HEALTH S	007080	1029157	010-1102-419.30-02	120.00
2/27/2018	5636	MTA	007079	INC030536	010-1700-419.40-28	26,155.53
2/27/2018	7803	P&K EQUIPMENT	PI 0093	2758811	010-6000-451.60-20	89.57
2/27/2018	8508	TULSA COUNTY PRINT SHOP	007092	298512	010-1700-419.50-36	79.72
			007093	298513	010-1700-419.50-36	58.03
			007094	298514	010-1700-419.50-36	34.63
			007095	298590	010-1700-419.50-36	43.60
			007096	298473	010-1700-419.50-36	20.00
			007097	298469	010-1700-419.50-36	20.00

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
						007098	298467	010-1700-419.50-36	45.94
						007099	298466	010-1700-419.50-36	73.48
						007100	298465	010-1700-419.50-36	83.64
						007101	298464	010-1700-419.50-36	45.00
						007102	298753	010-1700-419.50-36	40.00
						007103	298754	010-1700-419.50-36	20.00
						007104	298816	010-1700-419.50-36	138.13
						007105	298817	010-1700-419.50-36	127.58
						007106	298819	010-1700-419.50-36	2,093.41
						007107	298820	010-1700-419.50-36	70.00
						007108	298821	010-1700-419.50-36	20.00
						007109	298823	010-1700-419.50-36	94.78
						007110	298878	010-1700-419.50-36	271.70
2/27/2018		8919			BRI NK' S I NCORPORATED	007042	2134746	010-1800-419.40-28	546.28
						007043	2134746	010-6000-451.40-28	314.26
2/27/2018		10080			PEYDAY REALTY LLC	007082	JAN 2018	010-1700-419.40-33	2,700.00
						007083	FEB 2018	010-1700-419.40-33	2,700.00
						007084	MAR 2018	010-1700-419.40-33	2,700.00
						007085	2017 I NSPECT	010-1700-419.40-33	799.60
2/27/2018		10416			TRANSCRI PTI ON EXPERTS	007091	18035	010-1800-419.40-28	231.04
								2/27/2018 TOTAL -	69,662.19
								CUMULATI VE TOTAL -	121,878.17
2/28/2018		160			DOERNER SAUNDERS DANI EL & ANDE	007154	204261	010-1700-419.30-08	5,281.40
2/28/2018		575			CRAWFORD & ASSOCI ATES, P. C.	007147	11252	010-1102-419.30-87	1,792.94
						007148	11252	010-1700-419.30-87	7,640.00
						007150	11251	010-1700-419.30-87	11,977.59
2/28/2018		4409			NATI ONAL OCCUPATI ONAL HEALTH S	007162	1029397	010-1105-419.30-87	37.00
						007163	1029272	010-1105-419.30-87	111.00
						007164	1029271	010-1102-419.30-02	190.00
						007165	1029398	010-1102-419.30-02	120.00
2/28/2018		4513			CUSTOM SERVI CES	007152	371271	010-6002-451.40-07	587.00
						007153	371302	010-6002-451.40-07	594.00
2/28/2018		4728			CHI CKASAW TELECOM I NC	007146	082018	010-1200-419.30-87	74.62
2/28/2018		8523			STRATEGI C GOVERNMENT RESOURCES	007166	201800274	010-5300-431.30-87	1,809.02
2/28/2018		8557			GRANI CUS, I NC.	007158	95034	010-1700-419.30-87	2,182.56
						007159	95035	010-1700-419.30-87	2,182.56
2/28/2018		9151			CLEAN THE UNI FORM CO OKLAHOMA	007187	50867629	010-6002-451.40-33	11.55
						007188	50868068	010-5310-431.40-31	126.87
						007190	50868066	010-5300-431.40-31	171.51
						007192	50868067	010-5300-431.40-33	2.60
						007193	50868077	010-6000-451.40-31	94.97
						007194	50867627	010-6000-451.40-31	13.80
						007195	50867627	010-6003-451.40-31	28.17
						007196	50868735	010-1415-424.40-31	55.54
						007202	50868740	010-5105-432.40-31	14.87
						007203	50868754	010-5105-432.40-33	1.35
						007209	50869196	010-5310-431.40-31	145.15
						007211	50869194	010-5300-431.40-31	171.51
						007213	50869195	010-5300-431.40-33	2.60
						007220	50869204	010-6000-451.40-31	94.97

FUND	010	GENERAL	FUND	DATE	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
				DUE	NO	NO	NO	NO	
						007221	50868756	010-6000-451.40-31	13.80
						007222	50868756	010-6003-451.40-31	26.79
						007224	50869207	010-1800-419.40-33	8.00
						007226	50869839	010-1415-424.40-31	55.54
						007233	50869845	010-5105-432.40-31	14.87
						007238	50869855	010-1700-419.40-33	17.40
						007239	50870303	010-5310-431.40-31	103.00
						007241	50870301	010-5300-431.40-31	179.19
						007243	50870302	010-5300-431.40-33	2.60
						007247	50870312	010-6000-451.40-31	94.97
						007248	50869858	010-6000-451.40-31	13.80
						007249	50869858	010-6003-451.40-31	26.10
						007250	50869206	010-6002-451.40-33	3.65
						007251	50869860	010-6002-451.40-33	11.55
						007252	50870313	010-6002-451.40-33	15.05
2/28/2018	11016		BRADLEY LAW LLC			007145	21470	010-0800-415.30-08	825.00
								2/28/2018 TOTAL -	36,926.46
								CUMULATIVE TOTAL -	158,804.63
3/01/2018	8066		SOLARW NDS. NET, INC.			PI 0097	QN975106	010-1200-419.40-55	2,095.00
								3/01/2018 TOTAL -	2,095.00
								CUMULATIVE TOTAL -	160,899.63
3/06/2018	79		BROKEN ARROW SENIORS INC			003430	MAR 2018	010-6002-451.50-10	4,674.50
3/06/2018	113		WAGONER COUNTY RURAL WATER #4			000306	126300	010-6005-451.50-23	14.28
3/06/2018	309		OKLAHOMA NATURAL GAS CO			000591	110093891	010-6001-451.50-24	298.70
						001455	179333536	010-6000-451.50-24	143.59
						006293	111356527	010-5300-431.50-24	253.45
3/06/2018	442		AMERICAN ELECTRIC POWER			000095	95168310308	010-5105-432.50-25	157.92
						000568	9505665560	010-6005-451.50-25	545.69
						000569	9589756821	010-6005-451.50-25	333.81
						001660	9562931030	010-1700-419.50-25	1,278.87
						002393	9537786031	010-6001-451.50-25	48.27
						004379	9558028930	010-6005-451.50-25	23.48
						007132	9514797131	010-6004-451.50-25	203.34
						007133	9597942140	010-6004-451.50-25	1,229.76
						007603	9501769030	010-6001-451.50-25	1,335.08
						008680	95687237206	010-6000-451.50-25	53.65
						009380	9526921030	010-6005-451.50-25	1,637.29
						009438	9509340221	010-1700-419.50-25	162.11
3/06/2018	888		PREFERRED BUSINESS SYSTEMS			000664	078895	010-6005-451.40-33	85.00
						001774	078902	010-1800-419.40-33	139.00
						001776	078947	010-6000-451.40-33	90.42
						001785	078947	010-6000-451.40-33	35.75
						001786	078947	010-6000-451.40-33	35.75
						001787	078947	010-6000-451.40-33	35.75
						001791	078947	010-1400-419.40-33	90.42
						001792	078947	010-1400-419.40-33	90.42
						001793	078947	010-1415-424.40-33	90.42
						001794	078947	010-1105-419.40-33	90.42
						001795	078947	010-0800-415.40-33	90.42

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 PROGRAM GM314L
 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
						001797	078947	010-1800-419.40-33	76.98
						006001	INV13816	010-1700-419.40-55	137.99
						006011	INV13816	010-6000-451.40-55	3.88
						006012	INV13816	010-6000-451.40-55	1.91
						006018	INV13816	010-1105-419.40-55	29.91
						006019	INV13816	010-0800-415.40-55	97.32
						006022	INV13816	010-5300-431.40-55	71.95
						006023	INV13816	010-6000-451.40-55	15.99
						006024	INV13816	010-1800-419.40-55	17.48
						006025	INV13816	010-1800-419.40-55	9.79
						006028	INV13816	010-6005-451.40-55	14.92
						006364	INV13816	010-1400-419.40-55	143.08
						006365	INV13816	010-1415-424.40-55	18.34
3/06/2018		6347			COX COMMUNICATIONS	007144	INV13816	010-6000-451.40-55	15.59
						000299	063475501	010-6000-451.50-54	71.95
						000587	061076801	010-1200-419.50-54	98.02
						000660	064999903	010-5300-431.50-22	103.72
						003781	067687001	010-6001-451.50-23	146.43
						004041	066245901	010-6002-451.50-22	121.39
						006289	071226702	010-6005-451.50-54	145.36
						009283	070830401	010-6000-451.50-54	73.95
						009284	070830501	010-6000-451.50-54	73.95
3/06/2018		7521			CRAIG THURMOND	009285	070830601	010-6000-451.50-54	73.95
3/06/2018		7724			WINDSTREAM	003436	MAR 2018	010-1700-419.50-22	49.95
						006000	2544015	010-6000-451.50-54	172.73
						007385	4558004	010-6000-451.50-22	127.46
						007569	2542286	010-6000-451.50-54	176.45
3/06/2018		7782			TIGER, INC.	007765	3555028	010-6002-451.50-22	42.93
3/06/2018		8044			MIKE LESTER	005091	1100938	010-6001-451.50-24	811.75
3/06/2018		8512			AT&T MOBILITY	003439	MAR 2018	010-1700-419.50-22	49.95
						000261	3138192	010-6005-451.50-54	40.00
						000262	4022955	010-6005-451.50-54	40.00
						000263	4039891	010-6000-451.50-54	40.00
						000535	2318262	010-5300-431.50-22	40.00
						000536	2320816	010-5300-431.50-22	40.00
						000537	2328223	010-5300-431.50-22	40.00
						000538	2372406	010-5300-431.50-22	40.00
						000539	2373480	010-5300-431.50-22	40.00
						000540	2840882	010-5300-431.50-22	40.00
						000541	3445134	010-5300-431.50-22	40.00
						000618	7396368	010-0501-415.50-54	40.00
						000649	4389718	010-0300-413.50-54	40.00
						000650	3785891	010-0310-413.50-54	40.00
						000651	2378905	010-6000-451.50-22	32.35
						000652	2378906	010-6000-451.50-22	32.35
						000653	2822884	010-6002-451.50-22	32.35
						000662	6930100	010-5105-432.50-22	65.35
						000663	7981529	010-5310-431.50-22	32.35
						000677	6939928	010-1415-424.50-22	32.35
						000678	6939930	010-1415-424.50-22	32.35
						000679	6939931	010-1415-424.50-22	32.35

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FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
						000680	6939939	010-1415-424.50-22	32.35
						000681	8302206	010-1415-424.50-22	32.35
						000682	8570884	010-1415-424.50-22	32.35
						000683	8575521	010-1415-424.50-22	32.35
						000684	6939942	010-1415-424.50-22	32.35
						000685	6939943	010-1415-424.50-22	32.35
						000686	7801453	010-1415-424.50-22	32.35
						001434	5216618	010-1200-419.50-54	40.00
						001435	6004629	010-1200-419.50-54	40.00
						001442	6714385	010-5300-431.50-54	40.00
						001443	6714569	010-5300-431.50-54	40.00
						001444	6714631	010-5300-431.50-54	40.20
						001446	6714968	010-5300-431.50-54	40.00
						001447	6715087	010-5300-431.50-54	40.00
						001448	6715150	010-5300-431.50-54	40.00
						001449	6715879	010-5300-431.50-54	40.00
						002437	6254519	010-1200-419.50-54	49.99
						002441	6133722	010-1102-419.50-54	40.00
						002442	6133833	010-1102-419.50-54	40.00
						003325	6077329	010-0800-415.50-54	43.00
						003458	6302539	010-1200-419.50-54	40.40
						003854	6714728	010-5300-431.50-54	40.00
						004451	3782674	010-1200-419.50-54	40.00
						004452	4396540	010-1415-424.50-54	40.00
						004983	9825611	010-1200-419.50-54	40.00
						005715	3460929	010-1700-419.50-54	43.00
						005716	4072369	010-1700-419.50-54	43.00
						005717	4080449	010-1700-419.50-54	43.00
						005718	4305709	010-1700-419.50-54	43.00
						005719	4305978	010-1700-419.50-54	43.00
						005720	3464830	010-0300-413.50-54	43.00
						005722	6339753	010-0300-413.50-54	43.00
						005723	6404230	010-0300-413.50-54	43.00
						007027	2320465	010-6005-451.50-54	32.12
						007028	5205296	010-6005-451.50-54	69.99
						007033	2 EQUI P	010-6005-451.60-24	93.17
						007559	2321252	010-6000-451.50-54	40.00
						007560	2616931	010-6000-451.50-54	22.01
						008510	3443899	010-6005-451.50-22	40.00
						008511	4029871	010-6005-451.50-22	40.00
						008960	9825679	010-1200-419.50-54	54.59
						009271	9825615	010-1415-424.50-54	40.00
						009272	9825618	010-1415-424.50-54	40.00
						009273	9825642	010-1415-424.50-54	40.00
						009274	9825648	010-1415-424.50-54	40.00
						009275	9825657	010-1415-424.50-54	40.20
						009276	9825662	010-1415-424.50-54	40.00
						009277	9825671	010-1415-424.50-54	40.00
						009278	9825677	010-1415-424.50-54	40.00
						009279	9825659	010-1415-424.50-54	40.20
						009280	9825660	010-1415-424.50-54	40.00

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FUND	010	GENERAL	FUND				
DATE	VENDOR	VENDOR		VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
DUE	NO	NAME		NO	NO	NO	
				009281	9825678	010-1415-424.50-54	40.00
				009282	2318592	010-1200-419.50-54	40.00
				009283	3446900	010-1200-419.50-54	53.00
				009284	5192169	010-1200-419.50-54	40.00
				009285	9825567	010-1200-419.50-54	49.99
				009374	5219081	010-6000-451.50-54	40.00
				009375	6193900	010-6000-451.50-54	40.00
3/06/2018	9746	JOHNNI E PARKS		003438	MAR 2018	010-1700-419.50-22	49.95
3/06/2018	10190	SCOTT EUDEY		003440	MAR 2018	010-1700-419.50-22	49.95
3/06/2018	10906	DEBRA W MPEE		003437	MAR 2018	010-1700-419.50-22	49.95
						3/06/2018 TOTAL -	19,623.59
						FUND 010 TOTAL -	180,523.22

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FUND	DATE DUE	CONVENTION&VISITOR BUREAU VENDOR NO NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
027	2/20/2018	GREEN COUNTRY MARKETING ASSOC	006974	10797	027-1700-419.30-87	925.00
	2/20/2018	TROPHY & PLAQUE PLUS	006992	66366	027-1700-419.50-86	24.50
	2/20/2018	ARTSOK	006965	#2 PAYMENT	027-1700-419.30-87	7,500.00
					2/20/2018 TOTAL -	8,449.50
					CUMULATIVE TOTAL -	8,449.50
	2/27/2018	GREEN COUNTRY MARKETING ASSOC	007056	10647	027-1700-419.30-87	1,300.00
					2/27/2018 TOTAL -	1,300.00
					CUMULATIVE TOTAL -	9,749.50
	2/28/2018	ESKIMO JOE'S PROMOTIONAL PRODU	007157	796811	027-1700-419.50-86	996.55
	2/28/2018	MILITARY HISTORY CENTER	007161	MAR 2018-2019	027-1700-419.30-85	250.00
					2/28/2018 TOTAL -	1,246.55
					FUND 027 TOTAL -	10,996.05

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FUND	028	B. A. PUBLIC GOLF AUTHORITY	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE 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-
								CUMULATIVE 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				VOUCHER			ACCOUNT		AMOUNT
		NO				NO			NO		
			VENDOR								
			NAME								
12/21/2017		6374	EASY PICKER GOLF PRODUCTS INC			PI 9880	0109546		030-6102-451.70-17		2,220.00
									12/21/2017 TOTAL -		2,220.00
									CUMULATIVE TOTAL -		2,220.00
1/24/2018		3212	RESCUE PHONE INC			PI 9823	188101C+		030-3001-421.70-18		1,050.00
									1/24/2018 TOTAL -		1,050.00
									CUMULATIVE TOTAL -		3,270.00
1/30/2018		11119	PREMIER TRUCK GRP/ FREIGHTLINER			PI 9991	1259015		030-5300-431.70-02		60,841.00
									1/30/2018 TOTAL -		60,841.00
									CUMULATIVE TOTAL -		64,111.00
1/31/2018		11177	ALEXANDER OP SYSTEMS			PI 0071	EI 0004556		030-1103-419.70-17		1,258.75
									1/31/2018 TOTAL -		1,258.75
									CUMULATIVE TOTAL -		65,369.75
2/05/2018		7608	R. L. SHEARS COMPANY PC			PI 9992	1036		030-5300-431.70-16		4,000.00
									2/05/2018 TOTAL -		4,000.00
									CUMULATIVE TOTAL -		69,369.75
2/12/2018		5941	LOWES			PI 9685	02773		030-1103-419.70-15		339.79
									2/12/2018 TOTAL -		339.79
									CUMULATIVE TOTAL -		69,709.54
2/13/2018		11119	PREMIER TRUCK GRP/ FREIGHTLINER			PI 0010	1259025		030-5300-431.70-02		60,841.00
									2/13/2018 TOTAL -		60,841.00
									CUMULATIVE TOTAL -		130,550.54
2/14/2018		5941	LOWES			PI 9906	01725		030-1103-419.70-15		35.61
									2/14/2018 TOTAL -		35.61
									CUMULATIVE TOTAL -		130,586.15
2/15/2018		251	SHERWIN WILLIAMS CO			PI 0000	19003		030-6000-451.70-15		290.65
2/15/2018		5941	LOWES			PI 9908	01842		030-1103-419.70-15		167.40
						PI 9909	01843-		030-1103-419.70-15		167.40-
						PI 9910	01844		030-1103-419.70-15		159.30
									2/15/2018 TOTAL -		449.95
									CUMULATIVE TOTAL -		131,036.10
2/21/2018		6822	TULSA WINNELSON COMPANY			PI 0011	04415500		030-6000-451.70-17		3,581.48
									2/21/2018 TOTAL -		3,581.48
									CUMULATIVE TOTAL -		134,617.58
2/26/2018		9824	BOB MOORE FORD LLC			PI 0072	JGA27043		030-3001-421.70-02		300,004.57
									2/26/2018 TOTAL -		300,004.57
									FUND 030 TOTAL -		434,622.15

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FUND	035	HOUSING URBAN DEVELOPMENT					
DATE		VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE		NO	NAME	NO	NO	NO	
1/22/2018	4152	MAGNUM CONSTRUCTION INC	PI 9886	3FINAL	035-8016-451.70-15	18,823.82	
					1/22/2018 TOTAL -	18,823.82	
					CUMULATIVE TOTAL -	18,823.82	
3/06/2018	79	BROKEN ARROW SENIORS INC	003432	#9 03/2018	035-8017-444.50-10	1,511.17	
					3/06/2018 TOTAL -	1,511.17	
					FUND 035 TOTAL -	20,334.99	

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FUND	040	BATTLE CREEK GOLF COURSE					
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT	
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-	
6/09/2006	6385	MACGREGOR GOLF COMPANY	005406	917394	040-0000-141.28-01	380.00-	
					6/09/2006 TOTAL -	380.00-	
					FUND 040 TOTAL -	860.00-	

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FUND	041	ALCOHOL ENFORCEMENT					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
2/27/2018	6878	BOARD OF TESTS	007040	6996	041-3001-421.30-11		1,032.00
					2/27/2018 TOTAL -		1,032.00
					FUND 041 TOTAL -		1,032.00

FUND	042 STREET LIGHT FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/31/2018	5613			TRAFFIC & LIGHTING SYSTEMS, LL	PI 9980	4	042-5310-437.70-17 1/31/2018 TOTAL - CUMULATIVE TOTAL -	7,296.00 7,296.00 7,296.00
2/12/2018	4572			LIGHTING INC/ BROKEN ARROW ELEC	PI 9616	S2315150001	042-5300-431.60-23	16.67
2/12/2018	5941			LOWES	PI 9617	S2315251001	042-5300-431.60-35	143.63
					PI 9686	02777/	042-5300-431.60-35	18.98
							2/12/2018 TOTAL - CUMULATIVE TOTAL -	179.28 7,475.28
2/14/2018	399			LOCKE SUPPLY COMPANY	PI 9708	3361031000	042-5300-431.60-35	7.65
							2/14/2018 TOTAL - CUMULATIVE TOTAL -	7.65 7,482.93
2/20/2018	5586			AEP - PUBLIC SERVICE CO OF OKL	007171	68762951	042-5300-431.40-28	2,316.88
							2/20/2018 TOTAL - CUMULATIVE TOTAL -	2,316.88 9,799.81
2/22/2018	399			LOCKE SUPPLY COMPANY	PI 0119	3366272400	042-5300-431.60-35	3.82
							2/22/2018 TOTAL - CUMULATIVE TOTAL -	3.82 9,803.63
2/26/2018	399			LOCKE SUPPLY COMPANY	PI 0122	3368880000	042-5300-431.60-35	46.36
							2/26/2018 TOTAL - CUMULATIVE TOTAL -	46.36 9,849.99
3/06/2018	442			AMERICAN ELECTRIC POWER	001503	95308228204	042-5300-431.50-26	67.72
					001504	95191504802	042-5300-431.50-26	62.79
					003429	95119912905	042-5300-431.50-26	43.33
					007134	95352022206	042-5300-431.50-26	65.69
							3/06/2018 TOTAL - FUND 042 TOTAL -	239.53 10,089.52

FUND	043	STREET SALES TAX					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
1/05/2018	294	PAVI NG MAI NTENANCE SUPPLY I NC	PI 0140	261034585	043-5300-431.70-15		3,510.00
					1/05/2018 TOTAL -		3,510.00
					CUMULATI VE TOTAL -		3,510.00
2/09/2018	5941	LOWES	PI 9682	02164	043-5300-431.70-15		45.57
2/09/2018	9569	TW N CI TI ES READY MI X I NC	PI 9850	159710	043-5300-431.70-15		2,025.00
			PI 9851	159710	043-5300-431.70-15		364.50
					2/09/2018 TOTAL -		2,435.07
					CUMULATI VE TOTAL -		5,945.07
2/13/2018	9569	TW N CI TI ES READY MI X I NC	PI 9853	159824	043-5300-431.70-15		1,701.00
			PI 9854	159824	043-5300-431.70-15		729.00
					2/13/2018 TOTAL -		2,430.00
					CUMULATI VE TOTAL -		8,375.07
2/14/2018	9569	TW N CI TI ES READY MI X I NC	PI 9856	159898	043-5300-431.70-15		2,411.20
					2/14/2018 TOTAL -		2,411.20
					CUMULATI VE TOTAL -		10,786.27
2/15/2018	9569	TW N CI TI ES READY MI X I NC	PI 0146	159994	043-5300-431.70-15		2,385.63
					2/15/2018 TOTAL -		2,385.63
					CUMULATI VE TOTAL -		13,171.90
2/16/2018	37	ANCHOR STONE CO	PI 9896	180277509	043-5300-431.70-15		79.24
2/16/2018	5941	LOWES	PI 9897	180277609	043-5300-431.70-15		1,148.28
			PI 9701	02701/	043-5300-431.70-15		36.05
			PI 9912	02696	043-5300-431.70-15		77.83
					2/16/2018 TOTAL -		1,341.40
					CUMULATI VE TOTAL -		14,513.30
2/27/2018	3664	OKLAHOMA NATURAL GAS COMPANY	007074	021-19507	043-5300-431.70-15		2,447.72
					2/27/2018 TOTAL -		2,447.72
					FUND 043 TOTAL -		16,961.02

FUND	DATE DUE	PUBLIC SAFETY VENDOR NO	SALES TAX VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/11/2017	90		NAPA AUTO PARTS	PI 9758	2210887398	044-3001-421.60-20	113.81
				PI 9760	2210887443	044-3001-421.60-20	18.00-
						12/11/2017 TOTAL -	95.81
						CUMULATIVE TOTAL -	95.81
1/19/2018	4311		UNITED FORD	PI 9981	3002656	044-3001-421.60-20	206.98
						1/19/2018 TOTAL -	206.98
						CUMULATIVE TOTAL -	302.79
2/01/2018	232		GALLS LLC, ACCT# 12321345	PI 9665	BC0550343	044-3008-421.60-10	236.94
				PI 9666	BC0550343	044-3008-421.60-10	148.89
				PI 9667	BC0550343	044-3008-421.60-10	105.99
				PI 9668	BC0550343	044-3008-421.60-10	129.99
2/01/2018	7430		CHARM-TEX	PI 0081	0157077	044-3008-421.60-23	316.20
						2/01/2018 TOTAL -	938.01
						CUMULATIVE TOTAL -	1,240.80
2/02/2018	9962		FIRSTLINE FILTERS LLC	PI 0048	20163199	044-3001-421.60-18	575.06
				PI 0049	20163199	044-3009-421.60-18	85.28
						2/02/2018 TOTAL -	660.34
						CUMULATIVE TOTAL -	1,901.14
2/07/2018	232		GALLS LLC, ACCT# 12321345	PI 9961	0039292074	044-3008-421.60-10	9.09-
						2/07/2018 TOTAL -	9.09-
						CUMULATIVE TOTAL -	1,892.05
2/08/2018	90		NAPA AUTO PARTS	PI 9928	2210892177	044-3009-421.60-20	18.23
2/08/2018	232		GALLS LLC, ACCT# 12321345	PI 9962	BC0553634	044-3008-421.60-10	179.96
				PI 9963	BC0553634	044-3008-421.60-10	388.26
				PI 9964	BC0553634	044-3008-421.60-10	129.99
						2/08/2018 TOTAL -	716.44
						CUMULATIVE TOTAL -	2,608.49
2/09/2018	90		NAPA AUTO PARTS	PI 9764	2210892261	044-3009-421.60-20	18.23-
				PI 9929	2210892216	044-3001-421.60-20	189.46
						2/09/2018 TOTAL -	171.23
						CUMULATIVE TOTAL -	2,779.72
2/12/2018	90		NAPA AUTO PARTS	PI 9766	2210892397	044-3001-421.60-20	103.98
				PI 9768	2210892459	044-3001-421.60-20	45.55
2/12/2018	232		GALLS LLC, ACCT# 12321345	PI 0105	BC0555307	044-3008-421.60-10	155.96
				PI 0106	BC0555307	044-3008-421.60-10	204.26
				PI 0107	BC0555307	044-3008-421.60-10	159.95
2/12/2018	399		LOCKE SUPPLY COMPANY	PI 9703	3359124800	044-3009-421.60-18	226.74
2/12/2018	9556		LOU'S GLOVES INC	PI 9718	021723	044-3001-421.60-11	450.00
						2/12/2018 TOTAL -	1,346.44
						CUMULATIVE TOTAL -	4,126.16
2/13/2018	90		NAPA AUTO PARTS	PI 9772	2210892529	044-3001-421.60-20	120.15
				PI 9775	2210892550	044-3001-421.60-20	18.00-
2/13/2018	399		LOCKE SUPPLY COMPANY	PI 9952	3360032400	044-3009-421.60-18	72.04

FUND	044	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/13/2018		4311	UNITED FORD				PI 9862	3021305	044-3001-421.60-20	401.98
2/13/2018		5941	LOWES				PI 9904	01641	044-3001-421.60-32	108.14
							PI 9905	11887	044-3001-421.60-23	12.62
2/13/2018		7418	MATTHEWS FORD				PI 9721	F4CS211150	044-3001-421.40-20	56.48
							PI 9722	F4CS211151	044-3001-421.40-20	67.48
							PI 9723	F4CS211188	044-3001-421.40-20	56.48
2/13/2018		7430	CHARM-TEX				PI 0082	0158111	044-3008-421.60-23	739.00
									2/13/2018 TOTAL -	1,616.37
									CUMULATIVE TOTAL -	5,742.53
2/14/2018		90	NAPA AUTO PARTS				PI 9780	2210892593	044-3001-421.60-20	23.18
2/14/2018		399	LOCKE SUPPLY COMPANY				PI 9953	3360706400	044-3009-421.60-18	26.06
									2/14/2018 TOTAL -	49.24
									CUMULATIVE TOTAL -	5,791.77
2/15/2018		90	NAPA AUTO PARTS				PI 9793	2210892725	044-3001-421.60-20	4.49
2/15/2018		7296	CHRISTIANE L. CHRYSLER JEEP DODG				PI 9627	685903	044-3001-421.60-20	176.25
2/15/2018		11192	U.S. TACTICAL SUPPLY				PI 0085	CPA115464	044-3001-421.60-32	928.93
									2/15/2018 TOTAL -	1,109.67
									CUMULATIVE TOTAL -	6,901.44
2/16/2018		5941	LOWES				PI 9913	11461	044-3001-421.60-24	360.05
2/16/2018		7296	CHRISTIANE L. CHRYSLER JEEP DODG				PI 9628	685945	044-3001-421.60-20	284.25
2/16/2018		8940	911 CUSTOM				PI 0162	30044	044-3001-421.70-02	170.30
									2/16/2018 TOTAL -	814.60
									CUMULATIVE TOTAL -	7,716.04
2/18/2018		7644	SOUTHERN AGRICULTURE				PI 0001	490659	044-3001-421.60-47	28.99
									2/18/2018 TOTAL -	28.99
									CUMULATIVE TOTAL -	7,745.03
2/19/2018		4730	DELL MARKETING L.P.				PI 9968	10225227088	044-3001-421.60-23	33.74
							PI 9969	10225227088	044-3001-421.60-24	436.78
2/19/2018		5941	LOWES				PI 9915	03464	044-3001-421.60-24	360.05
							PI 9916	17286-	044-3001-421.60-24	360.05-
							PI 9917	17287	044-3001-421.60-24	360.05
							PI 9918	17288-	044-3001-421.60-24	360.05-
									2/19/2018 TOTAL -	470.52
									CUMULATIVE TOTAL -	8,215.55
2/20/2018		90	NAPA AUTO PARTS				PI 9934	2210893110	044-3001-421.60-20	113.81
2/20/2018		3694	ARROW EXTERMINATORS INC				006890	566417	044-3001-421.40-07	35.00
							006891	566416	044-3001-421.40-07	125.00
							006892	566415	044-3001-421.40-07	70.00
2/20/2018		4311	UNITED FORD				PI 0005	CM3002656	044-3001-421.60-20	76.49-
2/20/2018		4960	CHEMSEARCH				006909	3010687	044-3001-421.40-07	348.39
2/20/2018		4987	TODD GEIGER				006961	03/12-15/18	044-3001-421.50-03	168.30
2/20/2018		5025	ANTHONY LACROIX				006938	03/12-15/18	044-3001-421.50-03	168.30
2/20/2018		5152	KEITH COOK				006951	03/12-15/18	044-3001-421.50-03	168.30
2/20/2018		5223	GREG SIPPES				006948	03/12-15/18	044-3001-421.50-03	168.30
2/20/2018		5260	BRAD KLINGENBERG				006939	03/12-15/18	044-3001-421.50-03	168.30

FUND	DATE DUE	PUBLIC SAFETY	SALES TAX	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
044	2/20/2018			5264	ERIK VANHORN	006944	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			5906	FBI LAW ENFORCEMENT EXECUTIVE	006945	200015337	044-3001-421.30-11	650.00
						006946	200015368	044-3001-421.30-11	650.00
	2/20/2018			6925	PHILIP SHORT	006957	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			7278	MIKKA MOONEY	007175	02/19-23/18	044-3001-421.50-03	283.20
	2/20/2018			7816	LESLIE MYERS	007174	1/31, 2/9/18	044-3001-421.50-03	150.42
	2/20/2018			9149	JACK CLANCY ASSOCIATES	006975	1157	044-3001-421.30-87	20,000.00
	2/20/2018			9558	JOHN DUSSLING	006949	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			9684	JONATHAN KLECKA	006950	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			9892	GOODYEAR COMMERCIAL TIRE	PI 9970	2541010373	044-3001-421.60-19	165.02
	2/20/2018			11197	NIKO WRIGHT	006956	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11198	ADAM GILCHRIST	006937	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11200	CODY STANTON	006941	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11201	ERIK ISHMAEL	006943	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11202	GRANT DICKINSON	006947	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11203	KENNETH LUCAS	006952	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11204	LOGAN CRAWFORD	006954	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11205	LUKE SLEEPER	006955	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11206	STEPHEN DAY	006958	03/12-15/18	044-3001-421.50-03	168.30
	2/20/2018			11207	CONNOR POOLE	006942	03/12-15/18	044-3001-421.50-03	168.30
								2/20/2018 TOTAL -	25,712.05
								CUMULATIVE TOTAL -	33,927.60
	2/21/2018			5941	LOWES	PI 9925	11727	044-3009-421.60-23	29.77
								2/21/2018 TOTAL -	29.77
								CUMULATIVE TOTAL -	33,957.37
	2/22/2018			90	NAPA AUTO PARTS	PI 9948	2210893347	044-3001-421.60-20	18.00
	2/22/2018			141	CUMMINS SOUTHERN PLAINS	PI 0064	02755908	044-3001-421.40-07	677.00
								2/22/2018 TOTAL -	659.00
								CUMULATIVE TOTAL -	34,616.37
	2/23/2018			6576	BAYSI NGER POLICE SUPPLY	PI 0074	1015922	044-3001-421.60-11	794.00
								2/23/2018 TOTAL -	794.00
								CUMULATIVE TOTAL -	35,410.37
	2/26/2018			9824	BOB MOORE FORD LLC	PI 0073	JGA27043	044-3001-421.70-02	107,887.43
								2/26/2018 TOTAL -	107,887.43
								CUMULATIVE TOTAL -	143,297.80
	2/27/2018			153	OKLAHOMA DEPT OF PUBLIC SAFETY	007070	011802165	044-3006-421.50-54	1,190.00
						007071	011801947	044-3006-421.50-54	300.00
	2/27/2018			355	INCOG	007057	222142	044-3006-421.40-55	1,784.92
	2/27/2018			584	SAMS CLUB	007087	00407	044-3001-421.50-89	168.82
						007088	76026	044-3008-421.60-23	775.12
						007089	56457	044-3008-421.60-23	461.14
	2/27/2018			2010	WALGREENS COMPANY	007118	100234378	044-3008-421.30-87	189.46
	2/27/2018			4225	LANGUAGE LINE SERVICE	007058	4238031	044-3006-421.30-87	431.11
	2/27/2018			4513	CUSTOM SERVICES	007045	371242	044-3008-421.40-07	157.50
	2/27/2018			9811	SIGN SOLUTIONS	007090	3211	044-3001-421.70-02	8,080.80
						007123	3198	044-3001-421.60-10	112.70

FUND	044	PUBLIC SAFETY	SALES TAX				
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
2/27/2018	9953	MAGNET FORENSICS	007061	SIN01471	044-3001-421.40-55	2,599.00	
2/27/2018	10165	HENRY SCHEIN ANIMAL HEALTH	007055	NE09756	044-3009-421.60-23	151.75	
2/27/2018	10320	FIRST RESPONDER SUPPORT SERV P	007053	1017	044-3001-421.30-87	180.00	
2/27/2018	10782	LOCKEDIRN	007059	02/05,07,09/18	044-3008-421.30-87	252.00	
			007060	02/12,14,16/18	044-3008-421.30-87	252.00	
2/27/2018	10995	DR. BINU THEVATHERIL DVM	007048	02/03/18	044-3009-421.30-87	390.00	
			007049	02/03/18	044-3009-421.30-87	45.00	
			007050	01/27/18	044-3009-421.30-87	360.00	
			007051	01/27/18	044-3009-421.30-87	65.00	
2/27/2018	11031	ALL MEDIA INTERGRATION LLC	007039	AMI14503	044-3001-421.40-07	393.90	
2/27/2018	11038	GOOD SHEPHERD VETERINARY HOSPI	007054	65692	044-3001-421.30-87	137.00	
					2/27/2018 TOTAL -	18,477.22	
					CUMULATIVE TOTAL -	161,775.02	
2/28/2018	5628	IMAGEWARE SYSTEMS INC	007160	SL122817B	044-3006-421.40-55	12,909.17	
2/28/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	007223	50869208	044-3001-421.40-33	17.20	
			007256	50868759	044-3009-421.40-33	4.45	
			007257	50868757	044-3001-421.40-33	1.60	
					2/28/2018 TOTAL -	12,932.42	
					CUMULATIVE TOTAL -	174,707.44	
3/06/2018	309	OKLAHOMA NATURAL GAS CO	000303	110008282	044-3001-421.50-24	384.20	
			000304	252838500	044-3001-421.50-24	296.08	
			006291	114669973	044-3001-421.50-24	708.70	
			006796	114839300	044-3001-421.50-24	298.05	
3/06/2018	888	PREFERRED BUSINESS SYSTEMS	001770	078948	044-3001-421.40-33	127.00	
			001771	078948	044-3001-421.40-33	127.00	
			001772	078948	044-3001-421.40-33	127.00	
			001779	078947	044-3008-421.40-33	35.75	
			001780	078947	044-3008-421.40-33	35.75	
			001781	078947	044-3009-421.40-33	35.75	
			001782	078947	044-3001-421.40-33	35.75	
			001783	078947	044-3001-421.40-33	35.75	
			001784	078947	044-3001-421.40-33	35.75	
			006004	INV13816	044-3008-421.40-55	31.14	
			006005	INV13816	044-3008-421.40-55	1.63	
			006006	INV13816	044-3009-421.40-55	1.72	
			006007	INV13816	044-3001-421.40-55	8.78	
			006008	INV13816	044-3001-421.40-55	29.80	
			006009	INV13816	044-3001-421.40-55	14.45	
			006010	INV13816	044-3001-421.40-55	105.98	
			007143	INV13816	044-3001-421.40-55	23.91	
3/06/2018	6347	COX COMMUNICATIONS	006288	072144601	044-3009-421.50-22	74.34	
3/06/2018	7782	TIGER, INC.	005088	2528385	044-3001-421.50-24	800.31	
			005089	1100082	044-3001-421.50-24	1,190.38	
			005090	1148393	044-3001-421.50-24	808.90	
3/06/2018	8512	AT&T MOBILITY	000260	8456674	044-3001-421.50-54	40.00	
			000543	2698719	044-3001-421.50-22	42.04	
			000544	6939974	044-3001-421.50-22	94.14	
			000561	8993532	044-3001-421.50-54	22.01	
			000562	8994790	044-3001-421.50-54	22.01	

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FUND	DATE	PUBLIC SAFETY	SALES TAX	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
044	DUE			NO	NO	NO	NO	
					000563	8996527	044-3001-421.50-54	22.01
					000564	9061878	044-3001-421.50-54	22.01
					000565	9343390	044-3001-421.50-54	22.01
					000566	9344032	044-3001-421.50-54	22.01
					000567	9344067	044-3001-421.50-54	22.01
					000568	9345340	044-3001-421.50-54	22.01
					000569	9345860	044-3001-421.50-54	22.01
					000570	9346101	044-3001-421.50-54	22.01
					000571	9346258	044-3001-421.50-54	22.01
					000572	9347478	044-3001-421.50-54	22.01
					000573	9348047	044-3001-421.50-54	22.01
					000574	9348051	044-3001-421.50-54	22.01
					000575	9348840	044-3001-421.50-54	22.01
					000576	9348848	044-3001-421.50-54	22.01
					000577	9348881	044-3001-421.50-54	22.01
					000578	9348903	044-3001-421.50-54	22.01
					000579	9348912	044-3001-421.50-54	22.01
					000580	9348915	044-3001-421.50-54	22.01
					000581	9495846	044-3001-421.50-54	22.01
					000582	9497207	044-3001-421.50-54	22.01
					000583	9780240	044-3001-421.50-54	22.01
					000584	9780245	044-3001-421.50-54	22.01
					000585	9781649	044-3001-421.50-54	22.01
					000586	9781841	044-3001-421.50-54	22.01
					000587	9781846	044-3001-421.50-54	22.01
					000588	9783177	044-3001-421.50-54	22.01
					000590	9783673	044-3001-421.50-54	22.01
					000591	9785287	044-3001-421.50-54	22.01
					000592	9825628	044-3001-421.50-54	40.00
					000625	2370782	044-3001-421.50-22	40.00
					000627	2605003	044-3001-421.50-22	40.00
					000628	2847475	044-3001-421.50-22	40.75
					000629	2929789	044-3001-421.50-22	40.75
					000630	5085352	044-3001-421.50-22	22.01
					000631	5085355	044-3001-421.50-22	22.01
					000632	5085356	044-3001-421.50-22	22.01
					000633	5085357	044-3001-421.50-22	22.01
					000634	5085358	044-3001-421.50-22	22.01
					000635	5085376	044-3001-421.50-22	22.01
					000636	5085377	044-3001-421.50-22	22.01
					000637	5085378	044-3001-421.50-22	22.01
					000638	5085379	044-3001-421.50-22	22.01
					000639	5058380	044-3001-421.50-22	22.01
					000640	6008635	044-3001-421.50-22	40.00
					000641	6008649	044-3001-421.50-22	40.00
					000642	6008650	044-3001-421.50-22	40.00
					000643	6068651	044-3001-421.50-22	40.00
					000644	6008652	044-3001-421.50-22	40.00
					000645	7067901	044-3001-421.50-22	43.00
					000646	8844027	044-3001-421.50-22	22.01
					000647	8990379	044-3001-421.50-22	22.01

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				000648	8990385	044-3001-421.50-22	22.01
				001445	2840068	044-3001-421.50-22	40.77
				001446	4026002	044-3001-421.50-22	40.77
				002443	7345399	044-3001-421.50-54	40.00
				002444	7345411	044-3001-421.50-54	40.00
				002445	7345413	044-3001-421.50-54	40.00
				002446	7345427	044-3001-421.50-54	40.00
				002447	7345428	044-3001-421.50-54	40.60
				002448	7345441	044-3001-421.50-54	40.00
				002449	7345462	044-3001-421.50-54	40.20
				002450	7345464	044-3001-421.50-54	40.00
				002451	7345479	044-3001-421.50-54	40.00
				002452	7345499	044-3001-421.50-54	42.40
				002453	7345524	044-3001-421.50-54	41.00
				003442	3449379	044-3001-421.50-54	40.20
				003443	3462943	044-3001-421.50-54	40.00
				003444	3458318	044-3001-421.50-54	40.00
				003445	3780611	044-3001-421.50-54	40.20
				003446	3787692	044-3001-421.50-54	40.00
				003447	3782652	044-3001-421.50-54	44.80
				003448	4020908	044-3001-421.50-54	40.40
				003449	4021431	044-3001-421.50-54	40.40
				003450	5101273	044-3001-421.50-54	40.00
				003451	5102830	044-3001-421.50-54	40.40
				003452	6008399	044-3001-421.50-54	41.60
				003453	6133872	044-3001-421.50-54	40.00
				003454	5081905	044-3001-421.50-22	56.94
				003455	6253282	044-3001-421.50-22	19.14
				004453	8595760	044-3001-421.50-54	40.00
				004460	2316951	044-3001-421.50-54	40.00
				004461	2824135	044-3001-421.50-54	40.00
				004462	2525934	044-3001-421.50-54	40.00
				004463	2826529	044-3001-421.50-54	40.00
				004464	8088908	044-3009-421.50-22	19.14
				005083	7046849	044-3001-421.50-54	40.80
				005148	5192193	044-3001-421.50-54	40.00
				006027	3442553	044-3001-421.50-22	53.50
				007037	3 EQUIP	044-3001-421.60-24	821.82
				007038	6 EQUIP	044-3001-421.60-24	2,519.04
				007561	2317265	044-3001-421.50-54	40.00
				008961	7981036	044-3001-421.50-22	42.04
				008962	7981037	044-3001-421.50-22	40.77
				008963	7981043	044-3001-421.50-22	53.50
				008964	9913639	044-3001-421.50-22	42.04
				008965	9981723	044-3001-421.50-22	53.50
				008971	6008653	044-3001-421.50-54	40.00
				008972	6008668	044-3001-421.50-54	40.00
				008973	6008669	044-3001-421.50-54	40.00
				008974	6008680	044-3001-421.50-54	40.00
				008975	6008681	044-3001-421.50-54	40.00
				008976	6006811	044-3001-421.50-54	43.00

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					009295	9786731	044-3001-421.50-54	22.01
					009296	9788653	044-3001-421.50-54	22.01
					009297	9822406	044-3001-421.50-54	22.01
					009298	9822593	044-3001-421.50-54	22.01
					009299	9825391	044-3001-421.50-54	22.01
					009300	9825617	044-3001-421.50-54	40.00
					009301	9845847	044-3001-421.50-54	22.01
					009302	9845850	044-3001-421.50-54	22.01
					009303	9847593	044-3001-421.50-54	22.01
					009304	9847942	044-3001-421.50-54	22.01
					009305	9848069	044-3001-421.50-54	22.01
					009306	9848557	044-3001-421.50-54	22.01
					009307	9860162	044-3001-421.50-54	22.01
					009308	9860519	044-3001-421.50-54	22.01
					009309	9860824	044-3001-421.50-54	22.01
					009310	9862647	044-3001-421.50-54	22.01
					009311	9862971	044-3001-421.50-54	22.01
					009312	9863447	044-3001-421.50-54	22.01
					009313	9864416	044-3001-421.50-54	1,960.76
					009314	9866726	044-3001-421.50-54	22.01
					009315	9911324	044-3001-421.50-54	22.01
					009316	9984227	044-3001-421.50-54	22.01
					009317	9984306	044-3001-421.50-54	22.01
					009318	9984307	044-3001-421.50-54	22.01
					009319	9984308	044-3001-421.50-54	22.01
					009320	9984309	044-3001-421.50-54	22.01
					009321	9984315	044-3001-421.50-54	32.00
					009322	9984316	044-3001-421.50-54	22.01
					009323	9984317	044-3001-421.50-54	22.01
					009324	9984318	044-3001-421.50-54	22.01
					009325	9984320	044-3001-421.50-54	22.01
					009326	9984321	044-3001-421.50-54	22.01
					009327	9984322	044-3001-421.50-54	22.01
					009328	9984323	044-3001-421.50-54	22.01
					009329	9984324	044-3001-421.50-54	22.01
					009330	9984325	044-3001-421.50-54	22.01
					009331	9984327	044-3001-421.50-54	22.01
					009332	9984335	044-3001-421.50-54	32.00
					009333	9984336	044-3001-421.50-54	22.01
					009334	9984337	044-3001-421.50-54	22.01
					009335	9984338	044-3001-421.50-54	22.01
					009336	9984339	044-3001-421.50-54	22.01
					009337	9984340	044-3001-421.50-54	22.01
					009338	9984341	044-3001-421.50-54	22.01
					009339	9984342	044-3001-421.50-54	22.01
					009340	9984344	044-3001-421.50-54	22.01
					009341	9984345	044-3001-421.50-54	22.01
					009342	9984346	044-3001-421.50-54	22.01
					009343	9984347	044-3001-421.50-54	22.01
					009344	9984348	044-3001-421.50-54	22.01
					009345	9984349	044-3001-421.50-54	22.01

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FUND	DATE DUE	044 PUBLIC SAFETY VENDOR NO	SALES TAX VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
				009346	9984350	044-3001-421.50-54	22.01
				009347	9984351	044-3001-421.50-54	22.01
				009348	9984352	044-3001-421.50-54	22.01
				009349	9984353	044-3001-421.50-54	22.01
						3/06/2018 TOTAL -	15,427.22
						FUND 044 TOTAL -	190,134.66

FUND	DATE DUE	045 PUBLIC SAFETY SALES TAX VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	12/08/2017	90	NAPA AUTO PARTS	PI 9757	2210887178	045-3501-422.60-20 12/08/2017 TOTAL - CUMULATIVE TOTAL -	8.78 8.78 8.78
	1/29/2018	5941	LOWES	PI 9679	12894	045-3501-422.60-20	25.41
	1/29/2018	9803	MUNICIPAL EMERGENCY SERVICES	PI 9678	IN1197697	045-3501-422.60-11 1/29/2018 TOTAL - CUMULATIVE TOTAL -	1,044.11 1,069.52 1,078.30
	2/02/2018	9962	FIRSTLINE FILTERS LLC	PI 0050	20163199	045-3501-422.60-18 2/02/2018 TOTAL - CUMULATIVE TOTAL -	178.43 178.43 1,256.73
	2/05/2018	90	NAPA AUTO PARTS	PI 9762	2210891851	045-3501-422.60-20 2/05/2018 TOTAL - CUMULATIVE TOTAL -	57.65 57.65 1,314.38
	2/06/2018	370	AIRGAS USA LLC	PI 9613	9072545347	045-3502-422.60-23 2/06/2018 TOTAL - CUMULATIVE TOTAL -	370.68 370.68 1,685.06
	2/07/2018	5941	LOWES	PI 9680	12117	045-3501-422.60-31 2/07/2018 TOTAL - CUMULATIVE TOTAL -	26.09 26.09 1,711.15
	2/08/2018	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI 0051	234436	045-3501-422.60-30 2/08/2018 TOTAL - CUMULATIVE TOTAL -	80.71 80.71 1,791.86
	2/09/2018	68	BOUND TREE MEDICAL	PI 9607	82772702	045-3502-422.60-23	93.50
	2/09/2018	786	CLIFFORD POWER SYSTEMS INC	PI 9608	82772703	045-3502-422.60-23	3,452.00
	2/09/2018	10524	SOUTHERN ANESTHESIA & SURGICAL	PI 9625	INV0107449	045-3501-422.60-20	644.62
				PI 9826	2553446RI	045-3502-422.60-23 2/09/2018 TOTAL - CUMULATIVE TOTAL -	36.19 4,226.31 6,018.17
	2/12/2018	68	BOUND TREE MEDICAL	PI 9609	82774122	045-3502-422.60-23 2/12/2018 TOTAL - CUMULATIVE TOTAL -	309.75 309.75 6,327.92
	2/13/2018	5371	PREMIER TRUCK GROUP	PI 9810	125223141	045-3501-422.60-20 2/13/2018 TOTAL - CUMULATIVE TOTAL -	184.95 184.95 6,512.87
	2/14/2018	225	SUMMIT TRUCK GROUP	PI 9840	411155129	045-3502-422.60-20	163.71
	2/14/2018	4572	LIGHTING INC/ BROKEN ARROW ELEC	PI 9618	S2316546001	045-3501-422.60-20	45.00
				PI 9619	2316774001	045-3501-422.60-20	45.00
	2/14/2018	6656	SOUTH EAST AUTO TRIM INC.	PI 9841	56207	045-3501-422.40-20	150.00
	2/14/2018	10780	ROUTE 66 EMERGENCY EQUIPMENT	PI 9842	2017019	045-3501-422.40-20 2/14/2018 TOTAL - CUMULATIVE TOTAL -	1,008.48 1,322.19 7,835.06

FUND	045	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/15/2018	90	NAPA AUTO PARTS	PI 9790	2210892690	045-3501-422.60-20	331.24				
			PI 9791	2210892703	045-3501-422.60-20	31.61				
			PI 9792	2210892707	045-3501-422.60-20	12.32				
			PI 9794	2210892735	045-3501-422.60-20	42.63				
2/15/2018	101	WELDON PARTS TULSA	PI 9861	203941800	045-3501-422.60-20	12.60				
					2/15/2018 TOTAL -	367.18				
					CUMULATIVE TOTAL -	8,202.24				
2/16/2018	90	NAPA AUTO PARTS	PI 9797	2210892812	045-3501-422.60-20	.26				
			PI 9798	2210892833	045-3501-422.60-20	3.72				
2/16/2018	399	LOCKE SUPPLY COMPANY	PI 9956	3362550400	045-3501-422.60-18	18.48				
2/16/2018	6822	TULSA W W NELSON COMPANY	PI 9997	04333700	045-3501-422.60-18	79.49				
					2/16/2018 TOTAL -	101.95				
					CUMULATIVE TOTAL -	8,304.19				
2/19/2018	90	NAPA AUTO PARTS	PI 9930	2210893005	045-3502-422.60-20	50.50				
			PI 9932	2210893077	045-3502-422.60-20	50.50				
2/19/2018	101	WELDON PARTS TULSA	PI 0002	204128200	045-3502-422.60-20	115.15				
2/19/2018	5941	LOWES	PI 9914	01511	045-3501-422.60-18	65.98				
					2/19/2018 TOTAL -	181.13				
					CUMULATIVE TOTAL -	8,485.32				
2/20/2018	225	SUMMIT TRUCK GROUP	PI 0007	411155462	045-3502-422.60-20	253.30				
2/20/2018	370	AIR GAS USA LLC	006880	991076158	045-3501-422.40-33	314.54				
			006881	991076158	045-3502-422.60-23	278.64				
2/20/2018	1409	SMITH FARM & GARDEN CO	006925	794612	045-3501-422.60-23	54.00				
2/20/2018	3694	ARROW EXTERMINATORS INC	006899	566421	045-3501-422.40-07	45.00				
			006900	566516	045-3501-422.40-07	10.00				
			006901	567850	045-3501-422.40-07	55.00				
			006902	566422	045-3501-422.40-07	35.00				
			006903	567854	045-3501-422.40-07	40.00				
			006904	567855	045-3501-422.40-07	45.00				
			006905	566424	045-3501-422.40-07	65.00				
			006906	567851	045-3501-422.40-07	50.00				
			006907	566414	045-3501-422.40-07	70.00				
			006908	566423	045-3501-422.40-07	35.00				
2/20/2018	6862	THE SAXTON GROUP DBA	006991	714	045-3503-422.30-87	29.67				
2/20/2018	8280	CONRAD FIRE EQUIPMENT INC	PI 0057	525310	045-3501-422.60-20	27.87				
2/20/2018	8754	BRADLEY DAVIS	006940	FALL 2017	045-3501-422.30-11	1,000.00				
2/20/2018	9216	DETROIT INDUSTRIAL TOOL	006971	557210	045-3501-422.60-31	246.37				
2/20/2018	9734	EMS TECHNOLOGY SOLUTIONS LLC	006972	18808	045-3502-422.40-55	180.00				
					2/20/2018 TOTAL -	2,834.39				
					CUMULATIVE TOTAL -	11,319.71				
2/21/2018	90	NAPA AUTO PARTS	PI 9942	2210893227	045-3502-422.60-20	4.76				
			PI 9944	2210893270	045-3501-422.60-20	75.20				
			PI 9945	2210893273	045-3502-422.60-20	47.00				
2/21/2018	225	SUMMIT TRUCK GROUP	PI 0008	411155486	045-3502-422.60-20	32.87				
			PI 0160	411152446	045-3502-422.60-20	176.72				
2/21/2018	5941	LOWES	PI 9921	02750	045-3501-422.60-18	68.11				
					2/21/2018 TOTAL -	404.66				
					CUMULATIVE TOTAL -	11,724.37				

FUND	045	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/22/2018				225	SUMMIT TRUCK GROUP	PI 0168	411155638	045-3501-422.60-20	110.17
2/22/2018				6656	SOUTH EAST AUTO TRIM INC.	PI 0170	56226	045-3501-422.40-20	150.00
								2/22/2018 TOTAL -	260.17
								CUMULATIVE TOTAL -	11,984.54
2/23/2018				141	CUMMINS SOUTHERN PLAINS	PI 0063	02755924	045-3501-422.60-20	77.50
2/23/2018				206	FERGUSON PONTIAC GMC TRUCK	PI 0094	139751	045-3502-422.60-20	1,047.28
2/23/2018				399	LOCKE SUPPLY COMPANY	PI 0120	3367523900	045-3501-422.60-18	9.04
								2/23/2018 TOTAL -	1,133.82
								CUMULATIVE TOTAL -	13,118.36
2/26/2018				687	REV PARTS LLC	PI 0086	90171996	045-3502-422.60-20	428.99
								2/26/2018 TOTAL -	428.99
								CUMULATIVE TOTAL -	13,547.35
2/27/2018				308	OVERHEAD DOOR CO	007077	20119739	045-3501-422.40-07	3,937.50
2/27/2018				10310	MARMIC FIRE & SAFETY CO INC	007078	5121919	045-3501-422.40-07	205.00
								2/27/2018 TOTAL -	4,142.50
								CUMULATIVE TOTAL -	17,689.85
2/28/2018				9151	CLEAN THE UNIFORM CO OKLAHOMA	007253	50868747	045-3501-422.40-33	3.35
						007254	50868753	045-3501-422.40-33	4.35
						007255	50868758	045-3501-422.40-33	2.20
						007258	50869205	045-3501-422.40-33	3.95
						007259	50869859	045-3501-422.40-33	4.60
						007260	50869861	045-3501-422.40-33	5.90
						007261	50870309	045-3501-422.40-33	4.95
						007262	50870314	045-3501-422.40-33	6.35
						007263	50870315	045-3501-422.40-33	6.35
								2/28/2018 TOTAL -	42.00
								CUMULATIVE TOTAL -	17,731.85
3/06/2018				309	OKLAHOMA NATURAL GAS CO	001671	254389900	045-3501-422.50-24	506.25
						006290	110382200	045-3501-422.50-24	413.02
						007676	179445691	045-3501-422.50-24	337.26
3/06/2018				888	PREFERRED BUSINESS SYSTEMS	000662	078901	045-3501-422.40-33	152.00
						001777	078947	045-3501-422.40-33	35.75
						001778	078947	045-3501-422.40-33	35.75
						006002	INV13816	045-3501-422.40-55	7.90
						006003	INV13816	045-3501-422.40-55	.29
3/06/2018				6347	COX COMMUNICATIONS	006287	069152901	045-3501-422.50-23	144.94
3/06/2018				8512	AT&T MOBILITY	000259	6056822	045-3501-422.50-54	40.00
						000534	4389975	045-3501-422.50-54	40.00
						000619	4389983	045-3501-422.50-54	40.00
						000620	4389991	045-3501-422.50-54	40.00
						000623	9825658	045-3501-422.50-54	39.42
						000624	9825675	045-3501-422.50-54	39.42
						000668	6930397	045-3501-422.50-22	32.35
						000669	6930637	045-3501-422.50-22	82.34
						000670	6939984	045-3501-422.50-22	32.35
						000671	6982539	045-3501-422.50-22	32.35

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FUND	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
045	DUE	NO	NAME	NO	NO	NO	
				000672	7981020	045-3501-422.50-22	65.35
				000673	8306582	045-3501-422.50-22	32.35
				000674	8571121	045-3501-422.50-22	32.35
				000675	8911436	045-3501-422.50-22	62.35
				000676	9047255	045-3501-422.50-22	65.35
				001439	6133798	045-3501-422.50-54	40.20
				001447	3136717	045-3501-422.50-22	19.14
				001448	2822212	045-3501-422.50-54	40.00
				002438	5132544	045-3501-422.50-54	40.00
				004452	2328813	045-3502-422.50-54	40.00
				004453	2843377	045-3502-422.50-54	40.00
				004454	2847466	045-3502-422.50-54	40.00
				004455	3782766	045-3502-422.50-54	40.00
				004456	3983977	045-3502-422.50-54	40.00
				004457	4021644	045-3502-422.50-54	40.00
				004458	4023886	045-3502-422.50-54	40.00
				004459	4039943	045-3502-422.50-54	40.00
				004465	4027844	045-3501-422.50-54	40.00
				005713	4389526	045-3501-422.50-54	40.00
				006817	7060941	045-3501-422.50-54	40.00
				006818	7341288	045-3501-422.50-54	40.00
				006819	7342708	045-3501-422.50-54	40.00
				006820	7342996	045-3501-422.50-54	40.00
				006821	7345512	045-3501-422.50-54	40.00
				007029	2327728	045-3501-422.50-54	41.27
				007030	8453439	045-3501-422.50-54	41.27
				007562	3449851	045-3502-422.50-54	40.00
				007563	3782851	045-3502-422.50-54	40.00
				007564	4026622	045-3502-422.50-54	40.00
				009289	4389634	045-3501-422.50-54	40.00
				009291	9389702	045-3501-422.50-54	40.00
				009293	4080325	045-3502-422.50-54	40.00
				009359	2373694	045-3501-422.50-54	40.00
				009360	2379084	045-3501-422.50-54	40.00
				009361	2617054	045-3501-422.50-54	40.60
				009362	2617115	045-3501-422.50-54	40.00
				009363	2617297	045-3501-422.50-54	40.00
				009364	2826892	045-3501-422.50-54	40.00
				009365	2827250	045-3501-422.50-54	40.00
				009366	2844201	045-3501-422.50-54	40.00
				009367	3133458	045-3501-422.50-54	40.00
				009368	3446719	045-3501-422.50-54	40.00
				009369	3447283	045-3501-422.50-54	40.00
				009370	3447330	045-3501-422.50-54	40.00
				009371	3463757	045-3501-422.50-54	40.40
				009372	3467671	045-3501-422.50-54	40.00
				009373	3469450	045-3501-422.50-54	40.00
						3/06/2018 TOTAL -	3,972.02
						FUND 045 TOTAL -	21,703.87

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FUND	059 2008	GO BOND ISSUE	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
1/24/2018	5290	HOLLOWAY, UPDI KE AND BELLEN I N PI 9636	18					059-5300-431.70-16	1,341.00
								1/24/2018 TOTAL -	1,341.00
								FUND 059 TOTAL -	1,341.00

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FUND	060	WORKMANS COMP					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
2/20/2018	10956	WORKER' S COMPENSATI ON ACCOUNT	007179	02/ 19/ 18	060- 1700- 419. 30- 88		22, 073. 96
			007180	02/ 19/ 18	060- 1700- 419. 30- 08		291. 50
			007181	02/ 26/ 18	060- 1700- 419. 30- 88		4, 100. 88
			007182	02/ 26/ 18	060- 1700- 419. 50- 90		5, 067. 80
					2/ 20/ 2018 TOTAL -		31, 534. 14
					CUMULATI VE TOTAL -		31, 534. 14
2/ 27/ 2018	10955	CONSOLI DATED BENEFI TS RESOURCE	007044	1727	060- 1700- 419. 30- 87		5, 833. 33
					2/ 27/ 2018 TOTAL -		5, 833. 33
					FUND 060 TOTAL -		37, 367. 47

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FUND	061	GROUP	HEALTH AND	LIFE				
DATE		VENDOR		VENDOR	VOUCHER	I NVOI CE	ACCOUNT	
DUE		NO		NAME	NO	NO	NO	AMOUNT
2/20/2018		10398		CORESOURCE I NC	006910	0000425680	061-1700-419.30-87	82,645.21
							2/20/2018 TOTAL -	82,645.21
							FUND 061 TOTAL -	82,645.21

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND 091 2011 GO BOND ISSUE						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
2/15/2018	11098	YATES TRUCKI NG CO I NC	PI 9868	4139	091-6000-451.70-15	7,500.00
					2/15/2018 TOTAL -	7,500.00
					CUMULATI VE TOTAL -	7,500.00
2/19/2018	11080	HOEY CONSTRUCTI ON CO	PI 9894	3	091-6000-451.70-15	151,407.23
					2/19/2018 TOTAL -	151,407.23
					FUND 091 TOTAL -	158,907.23

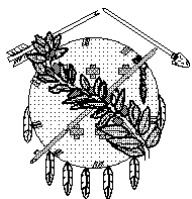
FUND	092 2014	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
1/31/2018	5955	GH2 ARCHITECTS, LLC	PI 9882 08		092-6102-451.70-16		500.00
			PI 9883 11		092-6000-451.70-16		225.00
			PI 9884 11		092-6000-451.70-16		300.00
			PI 9885 10		092-6000-451.70-16		225.00
1/31/2018	8602	CEC CORPORATION	PI 9888 131730301		092-5300-431.70-16		4,750.00
					1/31/2018 TOTAL -		6,000.00
					CUMULATIVE TOTAL -		6,000.00
2/01/2018	7048	FLYNT & KALLENBERGER, INC.	PI 9890 7247		092-6000-451.70-16		3,500.00
					2/01/2018 TOTAL -		3,500.00
					CUMULATIVE TOTAL -		9,500.00
2/05/2018	9315	CHEROKEE PRIDE CONST. INC.	PI 0033 2		092-5305-438.70-15		114,414.20
					2/05/2018 TOTAL -		114,414.20
					CUMULATIVE TOTAL -		123,914.20
2/19/2018	97	CASCO INDUSTRIES INC	PI 0031 191688		092-3501-422.70-17		9,253.00
2/19/2018	9662	ROSES INC. GREEN COUNTRY LLC	PI 9825 MMCBA0218		092-5300-431.70-15		1,250.00
					2/19/2018 TOTAL -		10,503.00
					FUND 092 TOTAL -		134,417.20

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FUND	900	PAYROLL FUND						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT			AMOUNT
DUE	NO	NAME	NO	NO	NO			
2/20/2018	10400	SURENCY LIFE & HEALTH INS. CO.	006926	FEB 2018	900-0000-218.46-00			756.25
					2/20/2018 TOTAL -			756.25
					FUND 900 TOTAL -			756.25
					TOTAL ALL FUNDS -			5,545,818.11



City of Broken Arrow

Fact Sheet

File #: 18-283, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

To: Mayor and City Council
From: Utilities Department
Title:

Consideration, discussion, possible approval of and authorization to execute a Proclamation declaring that the City of Broken Arrow agrees with and supports the “Wyland National Mayor’s Challenge for Water Conservation” and will participate by encouraging Broken Arrow residents to take the challenge from April 1 - 30, 2018

Background:

If the Proclamation is approved, Mayor Thurmond will join mayors across the country in asking residents to make a 12-month commitment to manage water and energy resources more wisely by taking part in the annual Wyland National Mayor’s Challenge for Water Conservation.

The Seventh Annual Wyland National Mayor’s Challenge for Water Conservation is a friendly non-profit competition between cities across the country, April 1 - 30, 2018, that uses a series of online pledges ([mywaterpledge.com](http://www.mywaterpledge.com)) to see which city can be the most water wise. In addition to individual reductions in water consumption, energy use, and pollution, residents can save money, help the City of Broken Arrow meet conservation goals, and earn a chance to win any of hundreds of great prizes - which include \$5,000 towards home utility bills and a Toyota RAV4 Hybrid for a deserving local charity.

How It Works

1. Residents go to www.mywaterpledge.com <<http://www.mywaterpledge.com/>>
2. Take a 4-step conservation pledge on behalf of the City of Broken Arrow
3. See city's current standings
4. Encourage their friends to take part

Once a resident takes the challenge, they can share with hundreds of their friends and family. Residents can even track Broken Arrow’s standings throughout the month to see if they need to get even more friends and neighbors involved. We encourage residents to play to win!

The city with the highest percentage of residents who take the challenge in their population category wins. Cities will compete in the following population categories for 2018:

- 5,000 - 29,999
- 30,000 - 99,999
- 100,000 - 299,999

- 300,000 - 599,999
- 600,000+

The “Classroom Edition” allows teachers to make the online pledge to use water more efficiently on behalf of their classes and it includes 8 lesson plans that teach children about the importance of conserving water. There will be a \$250 prize for each region (ours is Midwest) that will go to one teacher for classroom supplies and another \$250 prize that will go to the winning teacher’s school.

Marketing/Communications:

City staff will utilize various communications tools to publicize the pledge for citizens. Messages can and will include website postings, social media messages, a dedicated social media page for conservation in Broken Arrow, an introduction video featuring the Mayor, and an invitation for residents to share videos and photos.

Last Year:

Residents from more than 4,800 cities across the United States took part in the 2017 Wyland National Mayor’s Challenge for Water Conservation, April 1-30, by pledging to save over 2.2 billion gallons of water over 12 months. The annual month-long campaign to promote drought resiliency and water quality ended on April 30 with mayors from 38 states vying to see whose city could be the nation’s most “water wise.”

The cities with the highest percentage of residents making pledges during the campaign included Laguna Beach, Calif., Flagstaff, Ariz., Athens, Ga, Aurora, Colo., and Dallas, Texas. Overall, residents around the nation, from Anchorage to the Florida Keys, made 421,891 pledges to change behaviors ranging from fixing home leaks to reducing harmful runoff into local rivers and streams.

2017 Wyland National Mayor’s Challenge for Water Conservation Highlights and Results:

- The cities with the highest percentage of residents making pledges during the campaign included Laguna Beach, Calif., Flagstaff, Ariz., Athens, Ga, Aurora, Colo., and Dallas, Texas.
- Residents Across the U.S. Make Over 421,000 Pledges to Cut Water Use By 2.2 Billion Gallons as Part of 6th Annual Wyland National Mayor’s Challenge for Water Conservation, Presented by Toyota.
- In addition to reducing water, challenge participants in 50 states pledged to reduce the use of millions of 4.7 million single-use plastic water bottles and eliminate 114,000 pounds of hazardous waste from entering watersheds. By altering daily lifestyle choices, pledges also resulted in potentially 52.5 million fewer pounds in landfills. Potential savings of 14.6 million gallons of oil, 7.8 billion pounds of carbon dioxide, 156.8 million kilowatt hours of electricity, and \$35.5 million in consumer cost savings rounded out the final pledge results.

Cost: \$0

Prepared By: Lauren Wilson, Pretreatment Coordinator

Reviewed By: Anthony Daniel, Director of Utilities Department
Legal Department
Kenny Schwab, Assistant City Manager- Operations

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

Attachments: **2018 Wyland National Mayor's Challenge for Water Conservation Participation Proclamation**

Recommendation:

Approve the Proclamation declaring support for and participation in the 2018 Wyland National Mayor's Challenge for Water Conservation and authorize its execution.

PROCLAMATION

WHEREAS, the city of Broken Arrow continues to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; **and**

WHEREAS, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; **and**

WHEREAS, the seventh annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of ECOS), is a healthy, non-profit competition for cleaner communities and a water use and pollution reduction competition between our cities; **and**

WHEREAS, from April 1- 30, 2018, the City of Broken encourages citizens to make a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills; and wishes to inspire its residents and its neighboring communities to take the

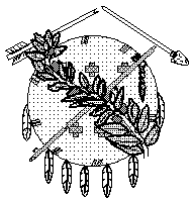
"Wyland Mayor's Challenge for Water Conservation"

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Broken Arrow to be affixed this 6th day of March, 2018.

Mayor

Attest:

City Clerk



City of Broken Arrow

Fact Sheet

File #: 18-332, Version: 1

Broken Arrow City Council

Meeting of: 3-6-18

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

Presentation regarding the lane closures for Elm Place at Broadway Avenue in association with the Federal-Aid Railroad Project with the Oklahoma Department of Transportation, at the At-Grade Crossing of Union Pacific Railroad at South Elm Place in Broken Arrow, Tulsa County, Project RRCS-272N(217)CS, J/P # 333075(10)

Background:

Project Background: As part of the Oklahoma Department of Transportation (ODOT) and the Union Pacific Railroad (UPRR) reviewing street grade crossings at a number of locations across the state, with the goal of improving safety for the traveling public, this project was created. The improvements at Elm Place are described as installation of pedestal-mounted flashing light signals with median gate arms, utilizing prediction circuitry and traffic signal preemption. Planning and design for this project has been completed and construction is ready to start requiring some traffic considerations.

The lane closures being executed will allow the contractor to complete required median concrete pavement work as well as equipment installations at the railroad crossing just south of Broadway Avenue on Elm Place. This work will involve concrete median demolition and construction, underground conduit installation, and installation of crossing arm equipment and protective barriers.

Section 23-28 of the Broken Arrow Code provides for the closure of roads during construction. It provides that City personnel or contractors, while repairing or improving the streets of the city, and city personnel and utility companies, when installing, improving or repairing lines or other public facilities in the streets, are hereby authorized as necessary, subject to control by the City Manager, to close any street during the repair, maintenance or construction. Closure is, of course, predicated on the erection of proper control devices and barricades to warn and notify the public that the street has been closed to traffic.

The lane closures being executed will take place in (2) two phases such to limit impact to the traveling public:

- The first phase of lane closures will take effect starting March 8th and will encompass the inside lanes of Elm Place north and south of the UP Railroad crossing. This phase will last approximately (6) six days through March 15th.
- The second phase of lane closures will take effect starting March 20th and will encompass the same two inside lanes of Elm Place north and south of the UP Railroad Crossing. This phase will last 2 days through March 22nd. This will be followed by a closure of the (2) two south bound lanes and shifting southbound traffic into the inside north bound lane and north bound traffic to the outside lane. This portion of phase 2 will start approximately 7pm March 24th and complete by 9am March 25th. Flaggers will be in place to facilitate traffic flow and turning movements onto Broadway avenue.

Traffic signs will be placed in roadway prior to closure alerting the traveling public of the pending lane closures. The City of Broken Arrow Communications Department will also post notifications of the pending lane closures through various media outlets before work begins.

Cost: None

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

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: Road closure permit & Traffic Control Plan by UP Railroad Contractors.

Recommendation: No Action Required

Applicant Information

Company Name:	Union Pacific Railroad	Company Contact:	Christopher Martin
Address:		Contact Phone #:	620-202-2372
City, State:		Contact Email:	Christophermartin@up.com

Street Closure Information

Type of Closure		Roadway Type	
<input checked="" type="checkbox"/> Partial/One Lane	<input type="checkbox"/> Full Roadway	<input checked="" type="checkbox"/> Arterial	<input type="checkbox"/> Industrial
<input type="checkbox"/> Right of Way Work	<input type="checkbox"/> Sidewalk/Trail	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial
<input type="checkbox"/> Other: _____		Project Association	
		<input type="checkbox"/> Private Project	<input checked="" type="checkbox"/> Public Project
Project Name: <u>At-Grade Crossing of UPRR upgrade</u>			
Road Name or Facility for Closure: <u>Elm Place RR crossing at Broadway Ave.</u>			
Location/Extents: <u>Elm Place and Broadway Ave. @ Railroad Crossing</u>			
Closure Period:	Closure Dates: Start:	<u>Various</u>	Finish: <u>Various</u>
	Closure Times: Start:	<u>Full Time</u>	Finish: <u>Full Time</u>
Closure Description/Overview			
<p>The lane closures being executed will take place in (2) two phases such to limit impact to the traveling public:</p> <ul style="list-style-type: none"> - The first phase of lane closures will take effect starting March 8th and will encompass the inside lanes of Elm Place north and south of the UP Railroad crossing. This phase will last approximately (6) six days through March 15th. - The second phase of lane closures will take effect starting March 20th and will encompass the same two inside lanes of Elm Place north and south of the UP Railroad Crossing. This phase will last 2 days through March 22nd. This will be followed by a closure of the (2) two south bound lanes and shifting southbound traffic into the inside north bound lane and north bound traffic to the outside lane. This portion of phase 2 will start approximately 7pm March 24th and complete by 9am March 25th. Flaggers will be in place to facilitate traffic flow and turning movements onto Broadway avenue. 			
Reason for Closure			
State project with City contributions			

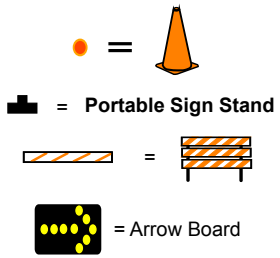
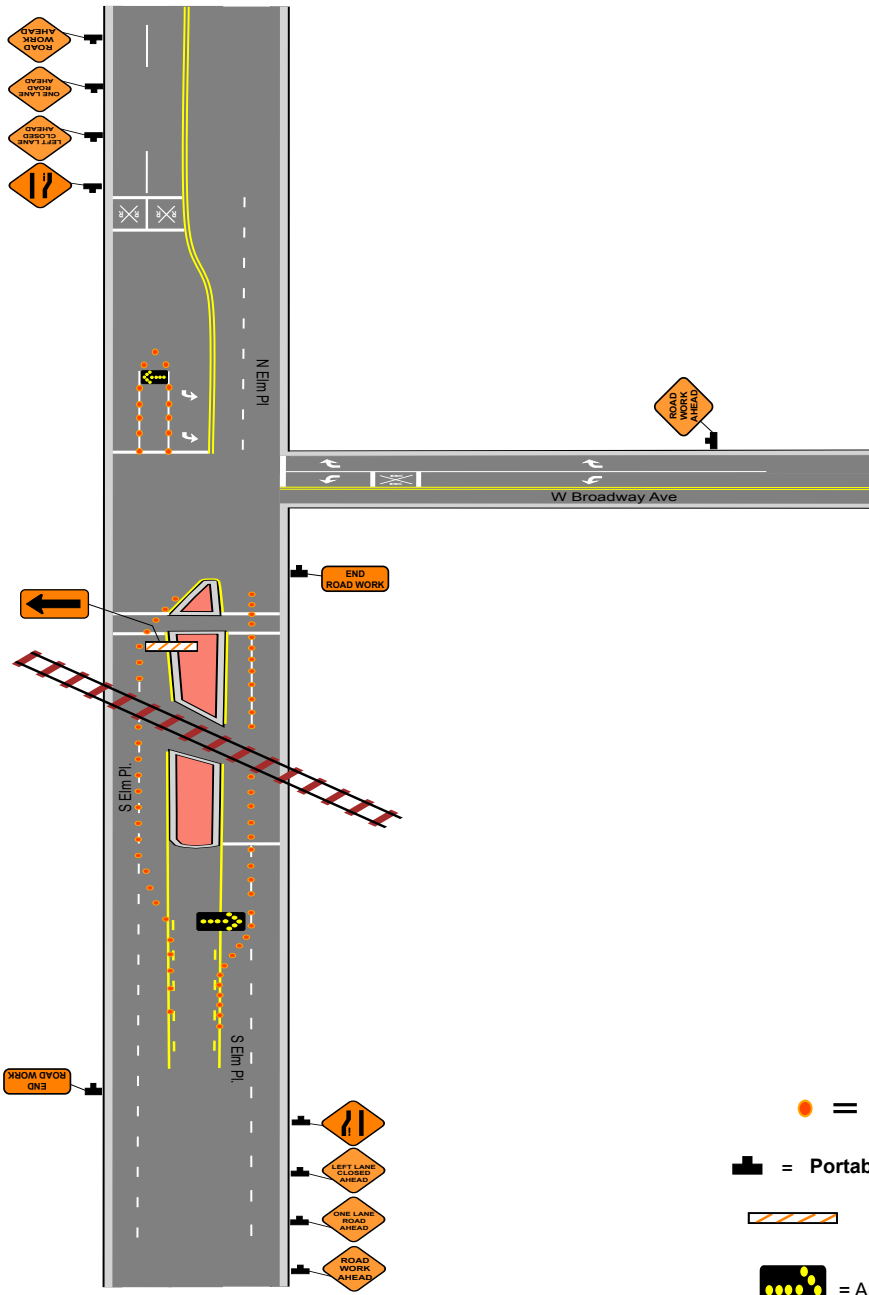
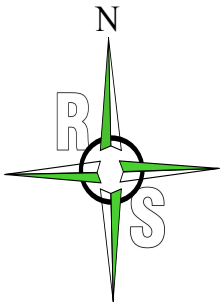
*****NOTE: Application will not be approved without adequate Traffic Control Plan submitted with application*****

☐ I have read and understand the attached City of Broken Arrow Traffic Control Manual Chapter 8 - Work Zones. Furthermore, I agreed to release, indemnify and hold harmless the City of Broken Arrow from any liability for personal injuries or property damage sustained by any person in connection with any activities for which this permit is issued.

Name (Print)	Signature	Date	Phone/Email
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City of Broken Arrow Authorization - Ordinance No. 2837 § 23-28(a)

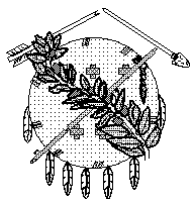
Engineering & Construction Director Concurrence	Assistant City Manager Recommendation	City Manager Authorization
<u>Alex Mills, PE</u>	<u>Kenneth Schwab, PE, CFM</u>	<u>Michael Spurgeon</u>



Note: All signs will be set according to the M.U.T.C.D. & O.D.O.T standards based on the roadway type & speed limits.

Not to Scale

Date: 02/28/2018 Author: M.PITZER Project: OK S Elm Pl. Sheet 1 of 1	Comments: THIS TRAFFIC CONTROL PLAN WAS DRAFTED IN ACCORDANCE WITH M.U.T.C.D & O.D.O.T. SPECIFICATIONS. ROADSAFE TRAFFIC SYSTEMS PROVIDED THIS DRAFT TO THE CUSTOMER AS A SERVICE & IS TO BE SUBMITTED TO THE AUTHORITY AGENCY FOR REVIEW AND MODIFICATION IF NEEDED. ROADSAFE TRAFFIC SYSTEMS ASSUMES NO LIABILITY FOR ACCURACY OR VALIDITY.
RoadSafe	



City of Broken Arrow

Fact Sheet

File #: 18-311, Version: 1

Broken Arrow City Council

Meeting of: 03-06-2018

To: Mayor and City Council
From: Development Services Department

Title:
Consideration, discussion and possible approval of and authorization to participate in a survey to determine and identify potential historic structures and sites in the City of Broken Arrow, together with the Broken Arrow Built Heritage Preservation Committee, the Oklahoma Historical Society and the State Historic Preservation office

Background:

The Broken Arrow Built Heritage Preservation Committee has requested the city to participate and contribute towards a survey of historic structures and sites in Broken Arrow. The purpose of this endeavor is to record and preserve the history of Broken Arrow and the value it will create for the City's future. The near-term goal is to record and document historical structures within the old historic area of Broken Arrow. This area is the square mile, surrounded by Kenosha and Houston Streets and by Elm Place and Lynn Lane.

The Oklahoma State Historic Preservation office conducts annual surveys through a matching grant program. If approved, the cost of a survey is matched through state funding (60 percent) while the local or municipal agency must cover 40 percent of the survey cost. The Oklahoma Historical Society (OHS) is requesting RFP's from qualified architects, historians and preservationist, on March 1, 2018, towards receiving bids to conduct this survey. The survey will be done between September 2018 and June 2019.

The Broken Arrow Built Heritage Preservation Committee has identified 100 sites and structures in Broken Arrow that have significant historic value. Representatives of the OHS have indicated that such a survey could cost between \$10,000.00 and \$15,000.00, and OHS would pay 60 percent of the cost.

Cost: Not to exceed \$5,000. Funds to be budgeted in the Special Projects Division of the Development Services Department 2019 General Fund Budget.

Prepared By: Farhad K. Daroga, Special Projects Mgr, Dev. Services Department

Reviewed By: Development Services Department
Tom Cook, Finance Department
Legal Department
Kenny Schwab, Assistant City Manager - Operations

Approved By: Michael L. Spurgeon, City Manager

Attachments: **List of 100 significant historic sites & structures, prepared by Broken Arrow Historical Society**

Recommendation:

Approve and authorize participation in a survey to determine and identify potential historic structures and sites in the City of Broken Arrow.

skm

List of 100 Historic Properties for the Broken Arrow Historic Survey

(All listings are in Broken Arrow, OK 74012)

All entries are located within a one square mile area of the historic downtown Broken Arrow. Local historians have identified all locations listed as inventory-worthy, with specific historic significance noted where known.

1. **Historic Home**—401 North Ash Avenue.
2. **Historic Home**—702 North Ash Avenue.
3. **Historic Home**—705 North Ash Avenue.
4. **Historic Home**—710 North Ash Avenue.
5. **Historic Home**—718 North Ash Avenue.
6. **Historic Home**—726 North Ash Avenue.
7. **KATY Railroad Freight Building**—On South Ash Avenue across from the Grain Elevator (behind the Rose District Pavilion at 418 South Main Street).
8. **Historic Home**—324 North Birch Avenue.
9. **Historic Home**—622 North Birch Avenue.
10. **Automobile Repair Garage/now Allison & Associates**—112 East Broadway Street.
11. **Historic Home**—401 East Broadway Street.
12. **Historic Home**—402 East Broadway Street.
13. **Burkman/Brown Home**—201 West Broadway Street.
14. **Dr. Plumlee/Brown Home**—209 West Broadway Street.
15. **Ramey Home/B&B Tile**—217 West Broadway Street.
16. **F. S. Hurd Home**—404 West Broadway Street.
17. **Knight/Wagoner Home**—411 West Broadway Street.
18. **Parr/Pippins Home**—422 West Broadway Street.
19. **Historic Home**—323 South Cedar Avenue.
20. **City Library/Petrik & Frieze Attorneys at Law**—121 East College Street.
21. **Historic Home**—223 East College Street.
22. **Polk/"Meteor" Home**—303 East College Street.
23. **Historic Home**—317 East College Street.
24. **Historic Home**—323 East College Street.
25. **Historic Home**—402 East College Street.
26. **Historic Home**—501 East College Street.
27. **Historic Home**—502 East College Street.
28. **Esslinger Home**—523 East College Street.
29. **Wilson Home**—322 West College Street.
30. **Historic Home**—211 East Commercial Street.
31. **Historic Home**—225 East Commercial Street.
32. **Kennard Funeral Home/now Kennedy-Kennard Funeral Home**—231 East Commercial Street.
33. **Historic Home**—304 East Commercial Street.
34. **W. Newt Williams Home**—307 East Commercial Street.
35. **Historic Home**—308 East Commercial Street.
36. **Historic Home**—311 East Commercial Street.
37. **Historic Home**—402 East Commercial Street.

38. **Historic Home**—503 East Commercial Street.
39. **Historic Home**—509 East Commercial Street.
40. **Currell Lumber Company/Gatesway Office Building/Laurannae Baking Company**—112, 114 & 116 West Commercial.
41. **Lancaster Mercantile/livery stable/real estate offices/Board of Education administrative center/now "Masonic Lodge"**—117 West Commercial Street.
42. **Historic Home**—215 West Commercial Street.
43. **Historic Home**—301 West Commercial Street.
44. **Historic Home**—315 West Commercial Street.
45. **Historic Home**—317 West Commercial Street.
46. **Historic Home**—413 West Commercial Street.
47. **Dennison's Auto Repair & Paint Shop/now Nunneley and Skates Art Studios**—115 East Dallas Street.
48. **G. A. Brown Home**—219 East Dallas Street.
49. **Dr. Onis Franklin Home**—229 East Dallas Street.
50. **Ralph Blane Childhood Home**—230 East Dallas Street.
51. **Historic Home**—232 East Dallas Street.
52. **Fraker-Wells Home/Farm**—233 East Dallas Street.
53. **Historic Home**—300 East Dallas Street.
54. **Historic Home**—318 East Dallas Street.
55. **Historic Home**—205 West Dallas Street.
56. **McCormack/Beckham Home**—210 West Dallas Street.
57. **Historic Home**—212 West Dallas Street.
58. **Historic Home**—216 West Dallas Street.
59. **Dalton/Pirtle Home**—222 West Dallas Street.
60. **Historic Home**—413 West Dallas Street.
61. **Historic Home**—424 West Dallas Street.
62. **Historic Home**—520 West Dallas Street.
63. **Historic Home**—324 South Date Avenue.
64. **Historic Home**—122 West Detroit Street.
65. **Ownby/Rutledge Home**—322 West Detroit Street.
66. **Abbott/Rutledge Home**—323 West Detroit Street.
67. **Dr. Harris/Robinson Home**—423 West Detroit Street.
68. **Historic Home**—323 West Elgin Street.
69. **Historic Home**—418 West Elgin Street.
70. **Historic Home**—424 West Elgin Street.
71. **Historic Home**—501 West El Paso Street.
72. **Historic Home**—508 West El Paso Street.
73. **Medical Office Building, Dr. Glyn Hollabough, dentist; Dr. Frieze, Holland, medical/now Dance Studio**—117 South First Street.
74. **Historic Home**—310 East Freeport Street.
75. **Historic Home**—312 East Freeport Street.
76. **Historic Home**—423 North Main Street.
77. **Early day Harper's Grocery Store**—424 North Main Street.
78. **Historic Home**—700 North Main Street.
79. **Diamond Jo Wilson / Laws Home**—724 North Main Street.

80. **Historic Home**—726 North Main Street.
81. **Columbia Building/"On the Corner" Building**—106 South Main Street.
82. **Tucker's Barber & Beauty Shop/"1906" Building**—110 South Main Street.
83. **Gilbert's Second Hand Store/"Plum Wild" Building**—112 South Main Street.
84. **Odd Fellow's Hall/"Rollo's Bakery" Building**—116 South Main Street.
85. **Greene's Dry Goods/Star Jewelers**—118 South Main Street.
86. **William Brothers Mercantile/"Glamour Gowns" Building**—124 South Main Street.
87. **McKeehan/Petrik Drug Store/ "Franklin's Grill"**—201 South Main Street.
88. **Ross Drug (Opera House on 2nd Floor)/ "Main Street Tavern" Building**—202 South Main Street.
89. **Early day Fred Taylor Furniture**—204 South Main Street.
90. **Williams Magazine & Newstore/ "Nouveau Chocolate" Building**—205 South Main Street.
91. **Ruth & Flanigan Hardware/"Stogies Cigar Bar"**—207 South Main Street.
92. **Whitenack's Bakery/J. Farris, CPA**—209 South Main Street.
93. **Broken Arrow Post Office/"Your Design"**—211 South Main Street.
94. **Lancaster McAnally & Co./"Spoke House" Building**—224 South Main Street.
95. **Gladys Tomlinson Home**—610 South Main Street.
96. **Early day Finley Family Home**—622 South Main Street.
97. **Sears Catalog Home; Simmons-Blissit Home**—804 South Main Street.
98. **Senator Archibald/Bruce Home**—923 South Main Street.
99. **Hunter/Parker Home**—924 South Main Street
100. **Arnold Jewell Home; Queen Anne mansion**—1004 South Main Street.