

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, August 21, 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. [18-967](#) Approval of the Broken Arrow City Council Minutes for August 07, 2018

Attachments: [8-7-2018 City Council Minutes](#)

- B. [18-919](#) Ratification of a Representation and Fee Agreement with McAfee & Taft, P.C., Attorneys at Law, for providing representation to the City in a Class Action lawsuit against the manufacturers and distributors of opioid prescription drugs such as OxyContin, Actiq and Fentora

Attachments: [Professional Services Agreement](#)

- C. [18-810](#) Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Latham, Stall, Wagner, Steele, & Lehman, Attorneys at Law for providing counsel and legal advice regarding workers compensation

Attachments: [Professional Services Agreement.pdf](#)

- D. [18-979](#) Approval of and authorization to execute a Youth Counseling Agreement between the City of Broken Arrow and Youth Services of Tulsa County, Inc.

Attachments: [Professional Service Agreement](#)

- E. [18-990](#) Approval of and authorization to execute Contract for Public Improvement for 2018 Community Development Block Grant Program
Attachments: [Contract for Public Improvements](#)
- F. [18-968](#) Award the most advantageous bid to Rush Truck Center for the purchase of one (1) articulating aerial device and truck chassis with utility body
Attachments: [Bid Tab 19.107](#)
- G. [18-981](#) Approval of and authorization of purchase a Three-Quarter (3/4) Ton Crew Cab Pickup (2019 Ford F-250) for the Information Technology Department from Bill Knight Ford, Pursuant to the Oklahoma Statewide Contract
Attachments: [Bid Tabulation for Crew Cab Truck.pdf](#)
- H. [18-950](#) Approval of and authorization to purchase one (1) mid-size utility vehicle from Bill Knight Ford pursuant to the Oklahoma Statewide Vehicle Contract, for the Communications/City Manager's office
Attachments: [Bid Tabulation](#)
- I. [18-992](#) Approval of and authorization to purchase one (1) ½ ton crew cab truck from John Vance Motors, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department
Attachments: [State Contract 1000009315 Bid Tabulation for one half Ton Crew Cab Truck](#)
- J. [18-958](#) Approval of and authorization to purchase two (2) stainless steel sand spreaders from Southwest Trailer, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department
Attachments: [State contract SW500 Bid Tabulation for stainless steel sand spreaders](#)
- K. [18-959](#) Approval of and authorization to purchase two (2) snow plows and hitches from Southwest Trailer, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department
Attachments: [State contract SW500 Bid Tabulation for snow plows and hitches](#)
- L. [18-989](#) Approval of and authorization to execute a Change Order CO4 for Construction Contract Bid No. 16.162A; Portland Cement Concrete Street Repair
Attachments: [PCCC Bid No. 16.126 A Change Order #4](#)
- M. [18-978](#) Notification of City Manager's, Assistant City Manager's and Department Director's execution of Professional Consultant Agreements with a value of less than \$25,000
Attachments: [Geodeca Agreement](#)
[Roberson Agreement](#)
[Wallace Engineering Agreement](#)

- N. [18-962](#) Acceptance of a Deed of Dedication from Dunhill Properties Rental, LLC by Abdul Salam Alhlou, on property located one-quarter mile east of Elm Place, north of Kenosha Street, Tulsa County, State of Oklahoma (Section 02, T18N, R14E)

Attachments: [2-Deed of Dedication](#)
[3-Exhibit A](#)

- O. [18-963](#) Acceptance of a Utility Easement from Dunhill Properties Rental, LLC by Abdul Salam Alhlou, on property located one-quarter mile east of Elm Place, north of Kenosha Street, Tulsa County, State of Oklahoma (Section 02, T18N, R14E)

Attachments: [2-Utility Easement Dedication](#)
[3-Exhibit A](#)

- P. [18-964](#) Acceptance of a Deed of Dedication from Johnnie D. Parks and Randal F. Parks, on property located one-half mile north of New Orleans Street, east of 1st Place, Tulsa County, State of Oklahoma (Section 23, T18N, R14E)

Attachments: [2-Deed of Dedication](#)
[3-Exhibit A](#)

- Q. [18-965](#) Acceptance of a Utility Easement from Johnnie D. Parks and Randal F. Parks, on property located one-half mile north of New Orleans Street, east of 1st Place, Tulsa County, State of Oklahoma (Section 23, T18N, R14E)

Attachments: [2-Utility Easement Dedication](#)
[3-Exhibit A](#)

- R. [18-970](#) Approval of and authorization to execute Resolution No. 1126, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 15, which consists of 0.0756 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$3,295.00 for the Washington Street Improvements: Garnett to Olive, Parcel 15 (Project No. ST1616)

Attachments: [Resolution 1126](#)
[Offer Letter](#)
[Conditions for Payment](#)
[General Warranty Deed](#)

- S. [18-971](#) Approval of and authorization to execute Resolution No. 1127, a Resolution authorizing acceptance of a Temporary Construction Easement for Parcel 15A, which consists of 0.0273 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$298.00 for the Washington Street Improvements: Garnett to Olive, Parcel 15A (Project No. ST1616)

Attachments: [Resolution 1127](#)
[Offer Letter](#)
[Conditions for Payment](#)
[Temporary Easement](#)

- T. [18-972](#) Approval of and authorization to execute Resolution No. 1128, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 16, which consists of 0.0756 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$3,295.00 for the Washington Street Improvements: Garnett to Olive, Parcel 16 (Project No. ST1616)

Attachments: [Resolution 1128](#)
[Offer Letter](#)
[Conditions for Payment](#)
[Signed GWD Parcel 16](#)

- U. [18-973](#) Approval of and authorization to execute Resolution No. 1129, a Resolution authorizing acceptance of a Temporary Construction Easement for Parcel 16A, which consists of 0.0378 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$412.00 for the Washington Street Improvements: Garnett to Olive, Parcel 16A (Project No. ST1616)

Attachments: [Resolution 1129](#)
[Offer Letter](#)
[Conditions for Payment](#)
[Temporary Easement](#)

- V. [18-49](#) Approval of the Broken Arrow City Council List for August 21, 2018

Attachments: [08-21-18 CL](#)

6. Consideration of Items Removed from Consent Agenda

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

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

9. General Council Business

- A. [18-980](#) Consideration, discussion, and possible award of the lowest responsible bid to Cherokee Pride Construction, and approve and authorize execution of a construction contract for Albany Street (61st Street South) Southside Drainage Improvements (Project No. ST1411A)

Attachments: [Certified Bid Tabulation](#)

10. Preview Ordinances

- A. [18-994](#) Consideration, discussion and possible preview of an Ordinance of the City of Broken Arrow amending the City of Broken code of ordinances chapter 7, adding Article XV Medical Marijuana, Business Regulations and Licensing, Establishing Regulations for Retail Medical Marijuana Establishments, Commercial Marijuana growing facilities, Wholesale Marijuana Facilities, Marijuana Storage Facilities; and repealing all ordinances to the contrary and declaring an emergency

Attachments: [Preview Ordinance](#)

11. Ordinances

- A. [18-966](#) Consideration, discussion, and possible adoption of Ordinance No. 3535-Corrected, amending Chapter 10, Fire Prevention and Protection, Article I, In General, Section 10-3, Manufacture, Sale, Use, Etc., of firework, created, of the Broken Arrow Code of Ordinances; specifically referencing the Manual of Fees, repealing all ordinances to the contrary; and declaring an emergency

Attachments: [8-21-18 ORD. 3535 CORRECTED.doc](#)

- B. [18-961](#) Consideration, discussion, and possible adoption of Ordinance No. 3536, an Ordinance closing an alleyway on property located one-third mile south of Kenosha Street, one-half mile east of Elm Place, Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (Milestone)

Attachments: [2-Ordinance No. 3536](#)
[3-Exhibit A](#)

- C. [18-974](#) Consideration, discussion, and possible adoption of Ordinance No. 3537, an Ordinance repealing Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-85, Definitions; Section 4-86 Transporting low point beer in open containers; possession in public places; Section 4-87. - Retail dealer's license; Section 4-88, Sale on Sunday and during certain hours; Section 4-89, Gambling, disorderly conduct, etc., on sales premises; Section 4-90, General regulations with respect to minors; Section 4-91, Sale or delivery to minors; Section 4-92, Minors not to misrepresent age for purpose of buying; Section 4-93, Possession by minors; Section 4-94, Sale or delivery to intoxicated, insane or mentally deficient persons; Section 4-95 Permitting intoxicated persons on sales premises; Section 4-96, Suspension or revocation of license; repealing all ordinances to the contract; and declaring an effective date of October 1, 2018

Attachments: [8-21-18 Repealing low point beer ordinances.doc](#)

- D. [18-975](#) Consideration, discussion, and possible adoption of Ordinance No. 3538, an Ordinance amending Chapter 4, Alcoholic Beverages, Article I, General Provisions, Section 4-1, Definitions; Section 4-13, Transporting alcoholic beverages in opened containers; possession in public places; Section 4-22, Employment of minors selling or handling; and Section 4-25, Operation of retailers prohibited during certain hours and on certain days; Section 4-33, Occupation tax-Levied; amount; of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an effective date of October 1, 2018

Attachments: [Ordinance 3538](#)

- E. [18-976](#) Consideration, discussion, and possible adoption of Ordinance No. 3539, an Ordinance amending Chapter 16 Offenses-Miscellaneous, Article I, In General, Section 28, Possession of Marijuana and Controlled Dangerous Substances; Section 28.1, Prohibiting Possession, Delivery or Manufacture of Drug Paraphernalia; Exception; Penalty; of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency

Attachments: [08-21-2018 ORDINANCE 3539 - MEDICAL MARIJUANA](#)

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 - None

15. Adjournment

NOTICE:

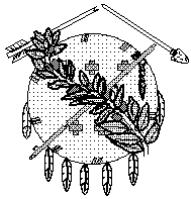
If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

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

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

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

City Clerk



City of Broken Arrow

Request for Action

File #: 18-967, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of the Broken Arrow City Council Minutes for August 07, 2018

Background:

Minutes recorded for the City Council Meeting.

Cost: \$274.00

Funding Source: City Clerk Operational Fund

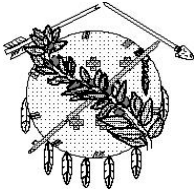
Requested By: Russell Gale, Assistant City Manager of Administration

Approved By: Michael L. Spurgeon, City Manager

Attachments: City Council meeting minutes

Recommendation:

Approve the minutes of August 7, 2018 for the City Council meeting.



City of Broken Arrow

Minutes City Council

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Tuesday, August 7, 2018

Time 6:30 p.m.

Council Chambers

1. Call to Order

Vice Mayor Scott Eudey called the meeting to order at approximately 6:30 p.m.

2. Invocation

No Invocation was done.

3. Roll Call

Present: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

Absent: 1 - Craig Thurmond

4. Pledge of Allegiance to the Flag

Council Member Debra Wimpee led the Pledge of Allegiance to the Flag.

5. Consideration of Consent Agenda

Vice Mayor Eudey asked if there were any 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 the Consent Agenda

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

- A. 18 891** Approval of City Council Meeting Minutes of July 17, 2018
- B. 18 946** Ratification of Workers' Compensation Court Order for Tony C. McGill, Fire Department Employee
- C. 18 890** Approval of travel expenses for Mayor Craig Thurmond to attend the White House Conference and Tour in Washington, D.C. with Oklahoma local and county leaders
- D. 18 924** Approval of and authorization to execute Resolution No. 1115, a Resolution authorizing acceptance of a General Warranty Deed and Temporary Construction Easement for Parcel 18, which consists of 0.01 acres of permanent Right of Way and 0.01 acres of Temporary Construction Easement for Florence Street Improvements, Olive to Aspen, located in the Northeast Quarter of Section 33, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from the Greyoaks Home Owners Association (Project No. ST1410)
- E. 18 929** Approval of and authorization to execute Resolution No. 1117, a Resolution authorizing the acceptance of a General Warranty Deed and Temporary Construction Easement for Parcel 2, which consists of 0.42 acres of permanent Right of Way and 0.11 acres of Temporary Construction Easement for Florence Street Improvements, Olive to Aspen, in the Southwest Quarter of Section 28, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from David Bendel, President of Siegfried Companies, Inc., the owner (Project No. ST1410)
- F. 18 928** Approval of and authorization to execute Resolution No. 1118, a Resolution authorizing the acceptance of a General Warranty Deed and two (2) Temporary Construction Easements for Parcel 9, which consists of 1.01 acres of permanent Right of Way and 0.16 acres of Temporary Construction Easements for Florence Street Improvements, Olive to Aspen, located in the Northwest Quarter of Section 33, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from David Bendel, President of Siegfried Companies, Inc., the owner (Project No. ST1410)
- G. 18 926** Approval of and authorization to execute Resolution No. 1119, a Resolution authorizing the acceptance of a General Warranty Deed for Parcel 7, which consists of 0.10 acres of permanent Right of Way for Florence Street Improvements, Olive to Aspen, in Southeast Quarter of Section 28, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Hedgehog Investments, LLC., and authorization of payment in the amount of \$4,170.00 for the Florence Street Improvements: Olive to Aspen (Project No. ST1410)

- H. 18 885 Approval of and authorization to execute Resolution No. 1120, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances**
- I. 18 930 Approval of and authorization to execute Resolution No. 1121, a Resolution authorizing the acceptance of a General Warranty Deed for Parcel 6, which consists of 0.10 acres of permanent Right of Way for Florence Street Improvements, Olive to Aspen, located in the Southeast Quarter of Section 28, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Jimmy Staires and authorization of payment in the amount of \$4,370.00 for the Florence Street Improvements: Olive to Aspen (Project No. ST1410)**
- J. 18 925 Approval of and authorization to execute Resolution No. 1122, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 7, which consists of 0.03 acres of permanent Right of Way for Washington Street Improvements, Garnett to Olive, in the Southwest Quarter of Section 17, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Lisa M. Winham, authorizing payment in the amount of \$4,720.00 for the Washington Street Improvements: Garnett to Olive, Parcel 7 (Project No. ST1616)**
- K. 18 922 Approval of and authorization to execute Resolution No. 1123, a Resolution authorizing the acceptance of a Special Warranty Deed for Parcel 1A, which consists of 0.42 acres of permanent Right of Way for 37th Street Improvements, Houston to Albany, located in the Southeast Quarter of Section 6, Township 18 North, Range 15 East, Wagoner County, State Of Oklahoma, The Betty Ann Mockley 1992 Revocable Trust Dated October 20, 1992 and Robert E. Mockley II (Project No. ST1413)**
- L. 18 936 Approval of and authorization to execute Resolution No. 1124, a Resolution authorizing acceptance of a General Warranty Deed and Temporary Construction Easement for Parcel 6, which consists of 0.07 acres of permanent Right of Way and 0.0095 acres of Temporary Construction Easement for Washington Street Improvements, Garnett to Olive, located at 11903 E 91st Street in SE/4 of the SE/4 of the SW/4 of Section 17, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Jesse and Marilyn Matthews (Project No. ST1616)**
- M. 18 903 Approval of and authorization to execute Resolution No. 1125, a Resolution of the City Council of the City of Broken Arrow, Oklahoma, establishing the Wireline Nine One One (911) Emergency Telephone Fee for Calendar Year 2019 at Five Percent (5%) pursuant to State Statute and Ordinance**
- N. 18 894 Approval of and authorization to execute a Professional Services Agreement with Baer & Timberlake, P.C. for providing counsel and legal advice regarding right of way acquisitions, title opinions and property law**
- O. 18 897 Approval of and authorization to execute an Interlocal Agreement between the County of Wagoner, Oklahoma and the City of Broken Arrow, Oklahoma concerning County Road and Bridge Maintenance and Repair**
- P. 18 939 Notification of Professional Services Contracts with value of less than \$25,000 (Contract No. SURV 19 01)**
- Q. 18 812 Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Hall Estill, Attorneys at Law for providing counsel and legal advice regarding water related issues**
- R. 18 900 Approval of and authorization to execute the First Amendment to the Pharmacy Benefit Management Services Agreement with Navitus Health Solutions, LLC to continue to provide pharmacy benefit manager services for the employee health plan**
- S. 18 933 Approval of and authorization to execute the Professional Consultant Agreement with The Schemmer Associates, Inc. for providing CADD (Computer Aided Drafting Design) and Related Technical Support Services (Contract No. CADD 19 01)**
- T. 18 943 Approval of and authorization to execute a contract with SpyGlass for auditing the City's telecommunication services to include, but not limited to, local and long distance, voice billing, internet and data line billing, including T1's and wireless billing**
- U. 18 901 Approval of and authorization to execute renewal from Unum to provide long term disability insurance to City employees**
- V. 18 850 Approval of and authorization to execute a Services Contract between the City of Broken Arrow and ArtsOK the Regional Arts Alliance of Broken Arrow, to assist with the development and programming of the Creative Arts Center**
- W. 18 841 Approval of and authorization to purchase ADAMS digital evidence software from Foray Technologies at General Service Administration (GSA) pricing**
- X. 18 906 Approval of and authorization to purchase one (1) 3/4 Ton crew cab pickup from Bob Howard Dodge, pursuant to the Oklahoma Statewide Vehicle contract, for the Parks and Recreation Department**

- Y. 18 865** Approval of and authorization to purchase three (3) 2019 Ford Taurus full sized automobiles from England Ford, pursuant to the Oklahoma Statewide Vehicle Contract, for the Police Department
- Z. 18 934** Approval of and authorization to purchase one (1) 2019 Dodge Durango with options 1 through 3 from John Vance Motors pursuant to the Oklahoma Statewide Vehicle Contract, for the Engineering and Construction Department
- AA. 18 875** Approval of and authorization to purchase of one (1) ¾ Ton Crew cab pickup truck from Vance Country Ford, pursuant to the Oklahoma Statewide vehicle contract, for the Police Department
- AB. 18 887** Approval of and authorization to execute the purchase of two (2) LifePak 15 Cardiac monitors from Physio Control, Inc. pursuant to the Oklahoma Statewide Contract, and authorize to surplus and authorize to trade in as a credit two (2) LifePak 12 monitors for the Fire Department
- AC. 18 902** Approval of and authorization to purchase Police practice ammunition from Precision Delta Corporation, the second lowest bid pursuant to the Oklahoma Statewide Ammunition Contract due to health and shipping concerns, for the Police Department Training Division
- AD. 18 877** Approval of and authorization for the sole source purchase of an upgraded version of Tactics Central Management Software and approve and authorize execution of a Yearly Maintenance Agreement from Gades Sales Company, Inc. for the Traffic Signals Maintenance Division of the Street and Stormwater Division
- AE. 18 839** Approval of and authorization to execute the purchase of Taser CEW's with accessories from Axon, formally Taser International, a sole source vendor
- AF. 18 931** Award the lowest responsible bid to H&G Contractors, Inc, and approve and authorize execution of a construction contract for Schedule A Base Bid and Schedule A Add Alternate 1 for the Old Town Streets Rehabilitation of Ash Avenue from El Paso Street to Detroit Street as well as El Paso Street and College Street from Ash Avenue to Main Street (Project No. ST1711)
- AG 18 932** Award the lowest responsible bid to Direct Traffic Control, Inc., and approve and authorize execution of a construction contract for the City Wide Striping Plan (Project No. ST1813)
- AH. 18 873** Approval of BAZ 2006, Jackson Square, 0.32 acres, R 3 to DM, one eighth mile south of Houston Street, one half mile east of Elm Place at 119 East Jackson Street
- AI. 18 847** Approval of PUD (Planned Unit Development) 271A and Abrogation of a portion of BAZ 1994, Bill Knight Collision, 2.74 acres, PUD 271/CH and IL to PUD 271A/CH and IL, north of Kenosha Street, west of 9th Street
- AJ. 18 874** Acceptance of a Utility Easement from Hillside Development LLC, on property located north of the Broken Arrow Expressway, a quarter mile west of 9th Street, Tracts B 1, Lot 4, Block 2, Hillside Crossings, Tulsa County, State of Oklahoma (Section 2, T18N, R14E)
- AK. 18 889** Approve and authorize execution of an Encroachment Agreement and Release of Liability from the City of Broken Arrow for a portion of a structure to be built into city right of way located south of Lot 12, Block 18, Original Town of Broken Arrow, Tulsa County, Oklahoma (S15 T18N R14E)(Milestone)
- AL. 18 831** Acceptance of a Utility Easement conveyed to the City of Broken Arrow, Oklahoma, a Municipal Corporation, from the Broken Arrow Economic Development Authority, Lots 13, 14, 21 & 22, Block 18, Original Town of Broken Arrow, on property located one third mile south of Kenosha Street, one half mile east of Elm Place, Tulsa County, State of Oklahoma (Section 11, T18N, R14E) (Milestone)
- AM 18 826** Acceptance of a Mutual Access Easement conveyed to the City of Broken Arrow, Oklahoma, a Municipal Corporation, from the Broken Arrow Economic Development Authority, Lots 13, 14, 21 & 22, Block 18, Original Town of Broken Arrow, on property located one third mile south of Kenosha Street, one half mile east of Elm Place, Tulsa County, State of Oklahoma (Section 11, T18N, R14E) (Milestone)
- AN. 18 935** Acceptance of a Temporary Construction Easement from for Parcel 14A, which consists of 0.05 acres of Temporary Construction Easement for Washington Street Improvements, Garnett to Olive, located at 12300 E 91st Street in SE/4 Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from the Roman Catholic Diocese of Tulsa (Project No. ST1616)
- AO. 18 923** Acceptance of two Temporary Construction Easements from the Georgeanna Brown homas Revocable Trust, on property located at 305 W. Kenosha Street, a tract of land in part of Lots 10, 11, and 12, Block 2, North Side Addition in Section 11, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Kenosha Street Improvements, Date to Main, Parcel 10 (Project No. ST1409)

- AP. 18 938** **Acceptance of a three (3) Temporary Construction Easements from Independent School District No. 3 of Tulsa County, Oklahoma, a.k.a. Broken Arrow Public Schools, on property located at 2800 W Florence Street, a tract of land in part of the Southeast Quarter of Section 28, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Florence Street Improvements, Olive to Aspen, Parcel 5 (Project No. ST1410)**
- AQ. 18 752** **Acceptance of a Sanitary Sewer Line Easement Dedication from Public Service Company of Oklahoma, on property located north and east of the northeast corner of Tucson Street and 9th Street, Tulsa County, State of Oklahoma (Section 36, T18N, R14E)**
- AR. 18 751** **Acceptance of a Sanitary Sewer Line Easement Dedication from Brighton Village, LLC, on property located north and east of the northeast corner of Tucson Street and 9th Street, Tulsa County, State of Oklahoma (Section 36, T18N, R14E)**
- AS. 18 46** **Approval of the Broken Arrow City Council Claims List for August 07, 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. 18 884** **Consideration, discussion, and possible approval of and authorization to execute a Proclamation declaring August 7, 2018, as Purple Heart Day in the City of Broken Arrow, Oklahoma**
Community Relations Liaison, Jennifer Hooks, reported on 08/01/2017 City Council approved a Proclamation declaring the City of Broken Arrow a Purple Heart City. She stated the city wanted to take this one step further by naming August 7th Purple Heart Day in the City of Broken Arrow.

Vice Mayor Eudey read the Proclamation which expressed the City of Broken Arrow's appreciation of the United States Armed Forces and named August 7th 2018 as Purple Heart Day.

Mr. Mitch Reed of the Purple Heart Association stated he was honored to accept the Proclamation and thanked the city. Council Member Lester asked how many cities had been named Purple Heart Cities by way of his efforts. Mr. Reed responded 8 cities in Eastern Oklahoma.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.
Move to approve the Proclamation declaring August 7th, 2018, as Purple Heart Day
The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

- B. 18 910** **Consideration, discussion, and possible approval of and authorization to execute a Proclamation declaring August 11, 2018, as the 73rd Anniversary Celebration of VJ Day in Broken Arrow, Oklahoma**
Ms. Jennifer Hooks reported VJ Day, otherwise known as Victory over Japan Day and Victory in the Pacific Day, was a day that commemorated Japan's surrender during WWII thereby bringing an end to the War. She stated the celebration of VJ Day encouraged a reflection on the past and a renewal of patriotism. She stated the Proclamation declared Saturday August 11th, 2018 as the 73rd Anniversary Celebration of VJ Day in Broken Arrow and a ceremony would take place Saturday morning in Veteran's Park. Dr. Clarence Oliver was present to accept the proclamation.

Vice Mayor Eudey read the Proclamation which explained the history of VJ Day, the ending of WWII, the importance of celebrating VJ Day, the endorsement of the City of Broken Arrow of the Event, and declaration of Saturday, August 11th, 2018 as the 73rd Anniversary Celebration of VJ Day in Broken Arrow, Oklahoma.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.
Move to approve the VJ Day Proclamation and authorize its execution
The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

Council Member Johnnie Parks left the Council Chambers at approximately 6:39 p.m.

- C. 18 872** **Public hearing, consideration, and possible action regarding PUD 278 (Planned Unit Development) and BAZ 2008 (Rezoning), Parks Property, 4.69 acres, CH and A 1 to CH and RE/PUD 278, located one half mile north of New Orleans Street, east of 1st Place at 2303 South 1st Place**
Plan Development Manager, Mr. Larry Curtis, reported the applicant requested zoning of the indicated property be changed from A1 and CH to PUD 278/CH and RE zoning. He stated the applicant desired to construct a residential home on the property which currently held a

bail bondsman business. Mr. Curtis reported the property had been annexed into the city limits of Broken Arrow on March 15th, 1971 with Ordinance No. 383. He stated the RE zoning requested with BAZ 2008 was in compliance with the Comprehensive Plan in Level 1. He reported the Planning Commission recommended approval by a vote of 4 to 0 for PUD 278 and BAZ 2008 per staff recommendation. He stated no one spoke to this item during the Planning Commission Meeting. He stated he recommended approval of PUD 278 and BAZ 2008 per Planning Commission and Staff recommendations.

Citizen Jeff Ivers stated his address was 2121 South 1st Place. He stated he went to the city to obtain information regarding this parcel and had requested a diagram which showed what construction was intended. He stated he was unable to obtain a diagram, but was shown a map which showed the land divided into two parcels, one with the bonds company on it. He stated it was his understanding the bonds company desired to build a house behind it. He reported years ago when he purchased his own property in the area he was told he could not build a second home without a second and separate driveway for access. He explained there was no way to construct a second separate driveway on the parcel in question; there simply was no room for a second driveway on either side without going through the bondsman's driveway. Therefore, he stated, he felt there was no possible way of building a home behind the bondsman while remaining in compliance with current city requirements. He stated he wanted to be certain all city requirements were being met prior to approval.

Council Member Lester stated this was just a request for a PUD which would allow the property owner to submit plans and permits which would then require city approval. He stated city approval would only be received if the plans met construction regulations. He stated the current use was agricultural and the PUD would rezone it to multiuse.

Mr. Larry Curtis stated the property was located in Tulsa County years before being annexed into the City of Broken Arrow. He stated when the property was annexed in 1971 the bail bondsman building was in place and was used as a plumbing shop. He stated in 1998 it was confirmed that the structure was in compliance with the Comprehensive Plan at Level 4 and the remainder of the property was Level 1. He stated Mr. Ivers was correct; there were regulations in place regarding separation of lots of land. He stated this PUD would not allow the splitting of lots, but it was hoped this would be a template for future development of similar long and narrow lot types in the area.

Council Member Lester asked how the driveway issue would be addressed. Mr. Curtis responded the proposed driveway would be along the south side of the property and would be a shared driveway access point for the existing building and the proposed residential home. Mr. Ivers stated he worried allowing a shared access point driveway for multiple buildings on a lot would inhibit the sale of the properties in the future. Council Member Lester stated the PUD was designed to enable construction of homes on these deep, but narrow, parcels of land. He explained the PUD would not apply solely to the applicant, but would create opportunities for other property owners to better utilize the deep lots. Mr. Ivers reiterated he had not been allowed to construct a home on his property (when requested in 1989) due to the driveway restrictions. Mr. Curtis explained the PUD would create new regulations which would allow a single shared access point driveway if utilities were on site and the owner dedicated right of way. Vice Mayor Eudey asked if any future applicant on any property similarly situated in the area would have the same opportunity to construct a second home. Mr. Curtis responded in the affirmative; this PUD could be used as a template for any other property owners to utilize in a similar manner. Vice Mayor Eudey stated this option was not available when Mr. Ivers had requested to build a second home on his property in 1989, but it would be a possibility for Mr. Ivers, as well as any property owner with a similar lot, if the PUD was approved. Mr. Curtis concurred. Mr. Ivers asked what would happen when the home behind the bail bondsman business was sold. Mr. Curtis responded the PUD did not allow a split of the lot, only construction of a second building; the business and home must be owned by a single entity.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.
Move to approve PUD 278 and BAZ 2008 per Planning Commission and Staff recommendation

Aye: 3 - Debra Wimpee, Mike Lester, Scott Eudey
Recused: 1 - Johnnie Parks

Council Member Parks returned to the room at approximately 6:52 p.m.

D. 18 920 Presentation and discussion of newly enacted State Statutes and Oklahoma Department of Health rules governing the sale and regulation of medical marijuana following passage of State Question 788

Acting City Attorney Dennis reported in June of 2018 Oklahoma passed State Question 788 which legalized medical marijuana within the State of Oklahoma. He reported as a result the Oklahoma Department of Health was required to draft regulations. He stated the first regulations were adopted in July, were deemed too strict, were revised, and on August 1st, 2018 a mere 20 pages of regulations were adopted by the Health Commission and were

signed by the Governor on August 6th, 2018. He stated the Department of Health would accept applications for medical marijuana users and caregivers, dispensaries, commercial growers, and processors. He stated the application deadline was August 25th, 2018 and licenses would be issued beginning September 8th, 2018. He stated State Question 788 required Broken Arrow to allow medical marijuana dispensaries in the city. He stated on August 30th, 2018 a Special Planning Commission Meeting was scheduled to review Development Services' zoning recommendations and possible locations of medical marijuana dispensaries. He stated on August 21st, 2018 City Council would review a preview ordinance which would govern the permit process for medical marijuana dispensaries, growers and processors within the city. He stated on September 4th, 2018 Council would review, for final adoption, the permit process and consider the Planning Commissions recommendations on locations for the dispensaries, and potentially processors and growers.

Acting City Attorney Dennis directed Council's attention to a slide which briefly explained how much marijuana a licensed medical marijuana user could possess. He stated marijuana was still illegal under Federal Law; however, Broken Arrow was not impeding Federal Law, it was creating Ordinances in compliance with State Question 788. He stated the State had changed the law to reflect if an individual possessed 1.5 ounces of marijuana and could claim a medical condition, but did not have a medical marijuana license, it was considered a misdemeanor, and would only be fined \$400 dollars. He stated it was still considered a Class A Misdemeanor Offense if an individual (without a medical marijuana license) was in possession of 1.5 ounces of marijuana and could not claim a medical condition. He stated the paraphernalia laws had been rewritten and marijuana paraphernalia was no longer illegal.

Acting City Attorney Dennis briefly described the State permitting process. He reviewed the Physician Recommendation Form. He explained marijuana could not be prescribed; it could only be recommended by physicians for use. He stated the application process was fully online and required a \$100 dollar application fee. He stated dispensary applicants were required to pay a \$2,500 dollar application fee. He stated the State had two weeks to approve or deny an application.

Acting City Attorney Dennis reported medical marijuana licensees could obtain marijuana two ways; through dispensaries or by growing marijuana plants at home (a maximum of six plants and six seedlings were allowed).

Acting City Attorney Dennis stated the only State restriction on dispensaries was the entrance to a dispensary could not be located within 1,000 feet of a public or private school. He stated State law did not allow dispensaries to grow medical marijuana; it had to be purchased from licensed commercial growers. He stated the Department of Health had several pages of regulations regarding how the growers could operate. He stated there was no restriction on the amount of marijuana a commercial grower could produce. He stated there was also no limit on the number of commercial growers or dispensaries which could be located in the State. He stated he expected this to be a rapidly growing and evolving area of law with further regulations instituted in the future. He stated State Question 788 indicated municipalities could not unduly restrict the locations of medical marijuana dispensaries; however, there was no similar language for commercial growers and processors. He explained, as such, City Council and Planning Commission could decide if, and/or, how many commercial growers and/or processors were to be allowed within city limits.

Acting City Attorney Dennis stated taxation was also in need of address. He stated the State Spokesperson had indicated: as there was no specific statute which exempted medical marijuana from sales tax, the sales tax would be collected. He explained there would be 7% excise tax (similar to that collected by liquor stores) which would go to the State Health Department and in addition the local sales tax would be collected. He stated there was a wholesale tax question for which he would look to the Tax Commission for guidance. He asked if there were any questions.

Council Member Lester stated he had a number of concerns. He reported Oregon was producing five times as much marijuana as was being consumed and he worried what would happen with the excess. He asked if City Council could limit the location and zoning for the dispensaries, for example allowing dispensaries in industrial areas only. He stated he knew two property owners who were approached by commercial growers and he had cautioned them against investment. He stated he worried about police regulation.

Acting City Attorney Dennis responded he understood Council Member Lester's concern regarding Oregon, as he understood much of the excess marijuana from Oregon was flooding to the black market. He stated he believed the State would perform inspections and audits to account for the amount of marijuana grown. Council Member Lester asked if the City of Broken Arrow could require City Licensing for growers. Acting City Attorney Dennis responded Broken Arrow had no control over the licensing at the State level; however, Broken Arrow could issue permits for dispensaries, growers and processors, and could enforce zoning laws. He stated Broken Arrow was permitted to have "reasonable and due restrictions" on where dispensaries were located, but zoning laws which banned dispensaries were not allowed. He stated he did believe Broken Arrow would have the right to create

zoning laws which prohibited growers and dispensaries. Vice Mayor Eudey asked if, since dispensaries were essentially retail establishments, zoning could limit dispensaries to retail areas. Acting City Attorney Dennis responded in the affirmative. He stated, in response to the police regulation, the State Health Department would be issuing a permit card of some type for presentation to police.

Acting City Attorney Dennis stated a Special Session had been called to appropriate guidance regarding the regulation of dispensaries, growers and processors. Council Member Parks stated he understood this was going back before Legislation and changes could be made regarding everything which had been discussed. Acting City Attorney Dennis concurred. He stated this was a rapidly evolving area of law and had not been fully regulated at the State level as of yet.

Vice Mayor Eudey stated he was concerned about how police would test for marijuana intoxication; he wondered what type of training police officers would require to deal with the special situation and how much money would the city need to spend as a result of the legalization of medical marijuana. Discussion ensued regarding possible methods for testing for THC levels, citizen's rights, warrants, police having the ability to determine if a resident was intoxicated through observation, and the challenges police would encounter.

Discussion ensued regarding Federal Law and Title Insurance, banks being unable to accept deposits from marijuana related businesses, cash only businesses, armed robbery risks, potential litigation threat to the city for allowing sale of a federally illegal substance, and types of zoning ordinance language which would protect the city from such litigation.

Vice Mayor Eudey asked if the city would still have the right to regulate smoking marijuana in public for health reasons. He stated he worried about children receiving "contact highs." Acting City Attorney Dennis responded the provisions which were in place for tobacco would apply to marijuana smoking as well; however, there was no ban on the use of tobacco in parks or public streets and he did not see a State Law which would prohibit the use of medical marijuana in public. He stated this did not mean it would be permitted, but it was an area which the State needed further guidance in.

City Council thanked Acting City Attorney Dennis for his presentation.

E. 18 937 Presentation and discussion regarding recent training presentation given to Planning Commission

Assistant City Planner, Mr. Brent Murphy, reported he made a presentation to the Planning Commission last month regarding the roles and responsibilities of the Planning Commission and he would make the same presentation to City Council. He reviewed a brief history of the origin of zoning laws and the rights of cities to create and enforce zoning regulations. He stated the Planning Commission was in place to prepare and maintain a general plan. He reported four Comprehensive Plans had been adopted in Broken Arrow thus far and the Planning Commission was currently developing a fifth Comprehensive Plan. He stated the Planning Commission was in place to help guide future development in the city. He explained the Comprehensive Plan, how it served as a guide for future developments and how it created goals, objectives, and policies regarding future developments, how it established future road networks and future utility networks and lines. He directed City Council's attention to a map which delineated the seven levels of land use and zoning classifications, and he briefly reviewed each level and color coding. He stated implementation tools of the Comprehensive Plan included zoning ordinances, subdivision regulations, as well as the Engineering and Design Criteria Manual. He stated zoning was divided into five districts: agricultural, residential, office, commercial and industrial, each with sub classifications and uses allowed. He stated zoning ordinances included parking regulations, landscaping requirements, lighting standards, sign regulations, access controls for streets, design requirements pertaining to commercial and industrial developments, nonconformance use requirements, subdivision regulations and he gave brief examples of each. He stated zoning maps were available for viewing online. He described the differing zone application processes, including types of applications, release of legal notices, mailings, signage, and public hearings. He stated the Planning Commission was required to hold public hearings for proposed zoning ordinance changes, as well as proposed property zoning changes, and then to bring recommendations before City Council. He stated the Planning Commission needed to avoid any conversations regarding rezoning outside of public meetings. He stated at the public meetings the Planning Commission would make a presentation and applicants would have an opportunity to speak; following this the Chairman opened the public hearing and closed it once discussion was complete. He stated he felt the Planning Commission did an excellent job controlling the public hearings and considering all information presented prior to making a recommendation.

Mr. Murphy stated the Planning Commission used subdivision regulations to implement zoning requirements. He stated the platting process established land records which simplified the lot naming and description. He briefly explained the platting process including: 1) the application, 2) preliminary conceptual plat reviewed by the Technical Advisory Committee and reviewed by Planning Commission, 3) conditional final plat reviewed by the TAC, the

Planning Commission and City Council, 4) the final plat must meet all conditions required by Planning Commission and City Council, be approved by utility companies, fees must be paid, bonds posted and the plat must be recorded. Council Member Parks complimented Mr. Murphy, the Planning Commission and Staff for a job well done.

F. 18 952 Presentation regarding update on the City Street Maintenance Program funded through Street Sales Tax

Director of Streets and Stormwater, Rocky Henkel, reviewed what would be included in his presentation: Contract Work Projects, City Resource Work Projects, Identifying Street Segments vs Subdivisions and PMI-Pavement Condition.

Mr. Henkel reviewed the Contract Work projects which included: 1) Wolf Creek-Bid August 20th which was a concrete panel replacement project with a budgeted amount of \$1,652,100 dollars, 2) Central Park Estates/Plaza Streets which was a concrete panel replacement project with a budgeted amount of \$350,000 dollars, 3) Concrete Package #1 which was a concrete panel replacement project with a budgeted amount of \$484,000 dollars consisting of Vandever 6th, Aspen Pond, Forest Ridge, Millicent Pond, South Brook and Stacey Lynn VI subdivisions, 4) Wedgewood 2nd Addition concrete panel replacement project with a budgeted amount of \$394,000 dollars, 5) 23rd Street-Kenosha to Albany which was a preventative maintenance (micro surfacing) project with a budgeted amount of \$195,000 dollars, 6) City Wide Striping with a budgeted amount of \$290,000 dollars, 7) Arrow Springs subdivision asphalt rehabilitation (mill/overlay) with handicap ramps budgeted at \$945,000 dollars, and 8) Hidden Springs addition asphalt rehabilitation budgeted at \$400,000 dollars.

Mr. Henkel stated the projects utilizing city resources included: 1) Indian Springs subdivision asphalt rehabilitation, scheduled to begin this week, budgeted at \$300,000 dollars, 2) Angus Acres asphalt rehabilitation scheduled to begin the week of August 27th budgeted at \$155,000 dollars, 3) New Tulsa Estates asphalt rehabilitation scheduled to begin the week of August 27th budgeted at \$200,300 dollars, 4) Kenwood Hills asphalt rehabilitation scheduled to begin the week of August 27th budgeted at \$145,000 dollars, 5) Foster Lewis asphalt rehabilitation scheduled to begin the week of August 27th budgeted at \$125,000 dollars, 6) Carriage Crossing, a concrete panel replacement project budgeted at \$50,000 dollars, 7) Cedar Springs concrete panel replacement project budgeted at \$50,000 dollars, 8) 6100 Center concrete panel replacement project budgeted at \$15,000 dollars, 9) Annual Street Maintenance consisting of various projects, budgeted at \$100,000 dollars, 10) Crack Sealing preventative maintenance at various locations budgeted at \$138,000 dollars, and 11) Annual Sidewalk Maintenance consisting of various projects budgeted at \$75,000 dollars. He stated the total Contract Work projects equaled \$4,710,100 dollars which was approximately 78% of the budgeted amount and the City Resources projects equaled \$1,353,300 dollars which was approximately 22% of the budgeted amount.

Mr. Henkel explained the differences between subdivisions and street segments; street segments were more specific and allowed greater understanding of the project. He stated he had identified every subdivision and every street segment for every project which would allow greater coordination between work teams, the City and Utilities. He stated the street segments which needed maintenance were identified by a consultant who drove throughout the city and created a Pavement Management Index report which was compiled using a Pavement Condition Index, Roughness Index and Surface Distress Index.

Vice Mayor Eudey asked what the current PMI was for the city. Mr. Henkel responded around 70. Council Member Lester asked how much the city saved using City work crews as opposed to contract labor. Mr. Henkel responded the city saved approximately 15% to 20%. City Manager Michael Spurgeon asked Mr. Henkel to discuss PMI levels, maintenance versus reconstruction. Mr. Henkel explained roads with a PMI below 55 were too damaged for maintenance and were identified as reconstruction projects; projects with a PMI of 55 or above were identified as maintenance projects. Council Member Parks requested a copy of the streets that were identified as needing this maintenance, Mr. Henkel stated a copy could be provided. City Manager Spurgeon stated the first couple of years of Bond issuance would focus on road widening and intersection improvements and then focus would turn to neighborhood subdivision work. Mr. Henkel stated if the Bond Package passed it would accelerate the overall index. Vice Mayor Eudey stated he understood a PMI of 70 was good, but to keep the PMI at 70 or better it was important to be strategic in which roads were replaced and fixed and how this was scheduled. Mr. Henkel concurred. Council Member Parks stated he wanted to be certain the roads which were in the worst condition were being given priority. City Manager Spurgeon stated the Sales Tax (approximately \$3.6 million dollars) was being applied to road work construction alone; none was going to salaries or other purposes. He stated \$2.6 million would be spent on road construction work; the rest was to be used on striping and concrete work (curbs and sidewalks).

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)

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

9. General Council Business

A. 18 899 **Consideration, discussion, and possible approval of and authorization to execute the Fiscal Year 2018 19 Labor Agreement with the Fraternal Order of Police Lodge #170**

Director of Human Resources, Janette McCormick, reported the city's negotiation team had begun negotiations in March of 2018 with Fraternal Order of Police Lodge #170 and on July 19th the Lodge Membership ratified a proposed agreement. She stated the proposed agreement provided for administrative provisions to the educational, compensation and tattoo policy articles, clarification to the existing Management Rights Article language, an increase in the monthly compensation for Master's Degree, and an increase in the working out of classification incentive pay, a 2.5% base wage increase for all bargaining unit members effective July 1st, 2018, and an additional 2.5% wage increase for all bargaining unit members effective January 1st, 2019. Staff recommends that Council approve the Labor Agreement for fiscal year 2018-2019 and authorize its execution.

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

Move to approve the Labor Agreement with the Fraternal Order of Police Lodge #170 for Fiscal Year 2018-2019

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

B. 18 844 **Consideration, discussion, and possible approval of BAZ 2007, RDS Business Park, 19.70 acres, A 1 to CN, one quarter mile north of Kenosha Street, east of 23rd Street**

Mr. Larry Curtis reported BAZ 2007 was a request to change the zoning designation on a 19.70 acres parcel from A1 (agricultural) to CN (commercial neighborhood). He stated the property which was vacant and unplatted was located one quarter mile north of Kenosha Street, east of 23rd Street. He stated the property had been annexed into the City of Broken Arrow February 4th, 1980 with Ordinance No. 817. He reported the property was presently designated as Level 4 by the Comprehensive Plan and the CN zoning requested with the BAZ 2007 was considered in compliance with the Comprehensive Plan in Level 4. He stated according to the FEMA flood maps none of the property was located within the 100 year flood plain. He reported the Planning Commission, in the July 12th, 2018 meeting, concurred with staff and recommended approval by a vote of 4 to 0 for BAZ 2007, subject to the property being platted. He stated three residents spoke regarding this item and expressed interest in the future road layout and were concerned about any road being extended through the Camino Villa neighborhood to the east. He stated Staff recommended that BAZ 2007 be approved per Planning Commission and Staff's recommendation.

Council Member Parks asked if, in the city's long range plan, Hillside Drive continued all the way through the east side of this property. Mr. Curtis responded he did not recall if this was still intended. He stated he understood the city had backed off from this project. Council Member Parks stated Hillside Drive had been planned for years, and he wanted to know if it was still a possibility. Council Member Lester stated the proposed development had a cul-de-sac on the east end which could possibly allow for a sub street to go through in the future. Mr. Curtis concurred.

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

Move to approve BAZ 2007 as recommended by the Planning Commission and Staff

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

C. 18 941 **Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1113, a Resolution of the Broken Arrow City Council declaring approximately 5.2225 acres of city owned property identified as tracts 1A, 1B and 2B combined of Lot 2, Block 1, Tiger Hill Plaza, a platted subdivision within the City of Broken Arrow, Tulsa County, State of Oklahoma, and generally located on the Southwest corner of Lynn Lane (9th Street) and Kenosha street (71st Street) surplus and authorizing transfer to the Broken Arrow Economic Development Authority, an Oklahoma Public Trust of which the City of Broken Arrow is the sole beneficiary for good and valuable consideration and specifically for the public purpose of furthering the City's economic development goals; and approving and authorizing the execution of certain documents necessary to accomplish the declaration of surplus and transfer of title, including a General Warranty Deed; repealing Resolution no. 866 of the City of Broken Arrow declaring approximately 6.84 acres of city owned property located on the Southwest corner of Lynn Lane (9th Street) and Kenosha Street (71st Street) surplus and authorizing transfer to the Broken Arrow Economic Development Authority; and containing other provisions relating thereto**

Economic Development Coordinator, Norm Stephens, reported in 2015 he was approached by representatives of Tiger Hill Plaza, LLC, Brian Hendershot and Steve Walman, who were interested in purchasing developable property on the north side of Broken Arrow. He stated following the offer to purchase, city staff recommended to Council construction of a modified soldier wall in front of the original retaining wall, and after working with the buyers and due diligence, it was discovered that the ingress and egress to Tiger Hill would be difficult to develop due to the existing elevations. He stated over the course of months negotiations were continued and a consensus was reached regarding the amount of drop on the site. He reported the city had 75 days to design and go out to bid for the soldier wall, and \$1.8 million dollars had been allocated for the soldier wall construction. He stated if the city failed to meet the 75 day deadline, the buyer would have 120

days to do due diligence and was required to place \$100,000 in escrow for the property. He stated project construction was to begin within 10 days after the 120 days. He explained the property had been empty for too many years and the timeline was set to encourage quick development.

Director of Engineering and Construction, Mr. Alex Mills, stated he anticipated receiving the 90% construction plans of the modified soldier wall next week, Council authorized an amendment to the original agreement on July 3rd, the consultant was working diligently, and the plans should be ready for final review next week. He stated he anticipated construction to start towards the end of the month or the beginning of September.

Council Member Lester asked if the \$1.8 million dollars allocated to the soldier wall accounted for the lowering of the elevation. Mr. Mills responded in the affirmative; that was the hope. Council Member Lester asked how long the wall would take to construct. Mr. Mills responded approximately 90 to 120 days, but ultimately depended upon the weather. Council Member Lester asked if a soldier wall was a cast and place type wall. Mr. Mills responded the wall consisted of concrete piers drilled down to bedrock with concrete panels placed between the piers. Vice Mayor Eudey asked if the wall would dovetail the current wall. Mr. Mills responded the aesthetics would be similar to the texture of the existing wall.

Mr. Steve Walman thanked City Council for its time and consideration. He directed Council's attention to a 3D video rendering of the proposed Tiger Hill Plaza. He reported a considerable amount of time had been spent ensuring the project fit with Broken Arrow's vision. He stated he was ready to begin construction as soon as everything was in place. He explained the project consisted of two buildings with a quiet area in between for patios and gathering places, which would give the shopping center an upscale inviting feel. He displayed the site plan and a series of illustrations of what the shopping center would look like, including where restaurants and retail shops would be located, as well as which sites had leasing LOIs (letters of intent). He explained the project was intended to be highly aesthetic and attractive.

Council Member Lester asked what the expected timeframe was from start to finish of the project. Mr. Walman responded he believed the project would take approximately 10 months to complete.

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

Move to approve and authorize execution of Resolution No. 1113

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

D. 18 913 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1116, a Resolution of the Broken Arrow City Council authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 2701 E. Norman Pl., Broken Arrow, Oklahoma 74014

Acting City Attorney Dennis stated this issue was brought before City Council two meetings ago with an appeal by the property owner which was denied. He stated the Resolution before Council authorized the Legal Department to go forward with a District Court Action and he requested Council approve Resolution No. 1116 and authorize its execution.

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

Move to approve Resolution No. 1116 and authorize its execution

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

E. 18 904 Consideration, discussion, and possible approval regarding PUD 279 (Planned Unit Development), Sound Mind, 14.16 acres, A 1 to CG (BAZ 1848) to CG/PUD 279, located one half mile north of Tucson Street, west of Aspen Avenue, north of the Creek Turnpike

Mr. Larry Curtis stated PUD 279 involved a 14.16 acres parcel located one half mile north of Tucson Street, west of Aspen Avenue, north of the Creek Turnpike. He stated the property was currently unplatted and undeveloped. He reported BAZ 1848 was a request to change the zoning from A1 (agricultural) to CG (commercial general) had been approved on this property and the adjacent property by City Council on July 20th, 2010. He stated BAZ 1848 was approved subject to the property being platted with the exception of the area platted as Aspen Creek Town Center 1 to the northeast while the remainder of the property remained unplatted. He stated Sound Mind was a proposed health care facility and commercial development, and as part of the development of the property West Norfolk Drive would be extended to the edge of the Sound Mind development. He explained the remaining right of way for the western portion of Norfolk Drive would be dedicated during the platting process. He reported the first phase of development would be the Sound Mind Behavioral Health Hospital with the commercial developments to the east to begin at a later date. He stated the property was shown in the Comprehensive Plan as Level 6 and the development proposed with PUD 279 was considered to be in compliance with the Comprehensive Plan in Level 6. He stated at the July 26th, 2018 Meeting, the Planning Commission recommended approval subject to the property being platted with a vote of 4 to 0 for PUD 279 per Staff recommendation. He stated three citizens spoke at the Meeting with questions regarding the compliance of the Sound Mind Behavioral Health Hospital with State Certification, the future extension of Norfolk Drive and protection of the flood plain. He stated Staff recommended PUD

279 be approved. He stated the applicant was in attendance to answer questions.

Vice Mayor Eudey asked if the applicant desired to speak. The applicant replied he would be happy to answer any questions. Vice Mayor Eudey asked if the applicant agreed with the recommendation by city staff. The applicant responded in the affirmative and stated he had enjoyed working with city staff and was excited about proceeding with the project.

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

Move to approve PUD 279 per Planning Commission and Staff recommendation

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

10. Preview Ordinances

- A. 18 833 Consideration, discussion, and possible preview of an Ordinance closing an alleyway on property located one third mile south of Kenosha Street, one half mile east of Elm Place, Tulsa County, State of Oklahoma (Section 11, T18N, R14E)(Milestone)**
Acting City Attorney Dennis stated Item 10A sought to close 0.20 acres of an alley in Block 18 of Old Town of Broken Arrow. He stated the applicant intended to close the alley to construct a new mixed use structure. He reported development services had reviewed the request and recommended Council preview the Ordinance and set it for adoption.

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

Move to preview the Ordinance and set it for adoption

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

- B. 18 907 Consideration, discussion and possible preview of an Ordinance repealing Chapter 4 of the Broken Arrow Code, Article V, Low Point Beverages, Section 4 85, Definitions; Section 4 86 Transporting low point beer in open containers; possession in public places; Section 4 87. Retail dealer's license; Section 4 88, Sale on Sunday and during certain hours; Section 4 89, Gambling, disorderly conduct, etc., on sales premises; Section 4 90, General regulations with respect to minors; Section 4 91, Sale or delivery to minors; Section 4 92, Minors not to misrepresent age for purpose of buying; Section 4 93, Possession by minors; Section 4 94, Sale or delivery to intoxicated, insane or mentally deficient persons; Section 4 95 Permitting intoxicated persons on sales premises; Section 4 96, Suspension or revocation of license; specifically repealing all ordinances regulating low point to become in compliance with SQ 792, repealing all ordinances to the contract; and declaring an effective date of October 1, 2018**
Acting City Attorney Dennis reported this was the start of implementation of the provisions of State Question 792. He explained this particular Ordinance repealed the ordinances related to low point beer, as low point beer no longer existed under Oklahoma law; low point beer was now referred to as alcoholic beverages. He stated alcoholic beverages would be addressed in the next Item (10C). He stated Staff recommended Council preview the Ordinance and set it for adoption.

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

Move to preview the Ordinance and set it for adoption

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

- C. 18 921 Consideration, discussion and possible preview of an Ordinance amending Chapter 4, ALCOHOLIC BEVERAGES, Article I, GENERAL PROVISIONS, Section 4 1, Definitions; Section 4 13, Transporting alcoholic beverages in opened containers; possession in public places; Section 4 22, Employment of minors selling or handling; and Section 4 25, Operation of retailers prohibited during certain hours and on certain days; Section 4 33, Occupation tax Levied; amount; of the Broken Arrow Code; specifically amending to be in compliance with SQ 792; repealing all ordinances to the contrary; and declaring an effective date of October 1, 2018**
Acting City Attorney Dennis stated this was a companion preview Ordinance to 10B. He stated the Ordinance regulated alcohol use and sale in the City of Broken Arrow in accordance with State Question 792 which would go into effect in October 2018. He stated this amended Chapter 4, offenses by members of the public, to reflect "spirits in public" and also repealed the rest of the outdated language. He stated it also updated the offenses by licensees or employees of the ABLE Commission and changed the age of an individual a retailer could employ, as well as updated the hours and days of allowed business operations. He stated the County may have a vote to allow sale of alcohol on Sundays, and the Ordinance recognized if this happened then businesses could be open on Sunday. He stated this also updated the taxes and enforcement of licensing provisions, with fees reflected in the Manual of Fees. He stated Staff recommended Council preview the Ordinance and set it for adoption.

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

Move to preview the Ordinance and set it for adoption

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

- D. 18 918** **Consideration, discussion and possible preview of an Ordinance amending Chapter 16 Offenses Miscellaneous, Article I, In General, Section 28, Possession of Marijuana and Controlled Dangerous Substances; Section 28.1, Prohibiting Possession, Delivery or Manufacture of Drug Paraphernalia; Exception; Penalty; of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency**
Acting City Attorney Dennis stated this preview Ordinance brought Broken Arrow in compliance with State Question 788, allowed consumption of medical marijuana and changed the law to reflect if an individual was in possession of 1.5 ounces without a medical marijuana card said individual could only be fined \$400. He stated Staff recommended Council preview the Ordinance and set it for adoption.

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

Move to preview the Ordinance and set it for adoption

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

11. Ordinances

- A. 18 845** **Consideration, discussion, and possible adoption of Ordinance No. 3534, an ordinance for a Temporary Turnaround Easement Closure from David and Misty Yonce, on property located one quarter mile south of Jasper Street, one quarter mile east of Olive Avenue, Tulsa County, State of Oklahoma (Section 09, T17N, R14E); repealing all ordinances to the contrary; and declaring an emergency**
Acting City Attorney Dennis reported this was a utility easement closure submitted by David and Misty Yonce which provided a Temporary Turnaround for the south stub of Indian Wood Avenue in the Bentley Village subdivision. He stated City Ordinances were updated, specifically the subdivision regulations, on February 9th, 2018, and no longer required the turnaround. He stated Development Services had reviewed the documents and recommended acceptance of the utility easement closure, and as such Staff recommended adoption of Ordinance No 3534 and approval of the emergency clause.

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

Move to adopt Ordinance No. 3534

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

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

Move for the emergency clause

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

- B. 18 895** **Consideration, discussion, and possible adoption of Ordinance No. 3535, an ordinance amending Chapter 10, Fire Prevention and Protection, Article I, In General, Section 10 3, Manufacture, Sale, Use, Etc., of firework, created, of the Broken Arrow Code of Ordinances; specifically referencing the Manual of Fees, repealing all ordinances to the contrary; and declaring an emergency**
Acting City Attorney Dennis reported this Ordinance updated the Manual of Fees, specifically the fireworks permit fee. He explained it removed the fee from the ordinance and sent it to the Manual of Fees, as well as updated the fee itself. He stated Staff recommended adoption of Ordinance No. 3535 and approval of the emergency clause.

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

Move to adopt Ordinance No. 3535

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

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

Move for the emergency clause

The motion carried by the following vote:

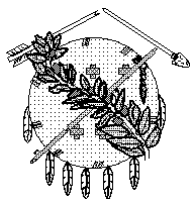
Aye: 4 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey

12. Remarks and Inquiries by Governing Body Members

Vice Mayor Eudey thanked the members of the Veteran Community who attended the City Council Meeting. He stated Mayor Thurmond wished to attend, but was serving on the National League of Cities Committee.

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

City Manager Michael Spurgeon reported City Council had approved a second amendment in the Consent Agenda to provide funding for Mark Fry to continue to raise funds for the operations of the proposed Creative Arts Center. He reported Mr. Fry indicated he would be prepared to come before Council in November with his successes at which time Council would make a decision regarding pursuit of the Creative Arts Center. City Manager Spurgeon stated



City of Broken Arrow

Request for Action

File #: 18-919, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Ratification of a Representation and Fee Agreement with McAfee & Taft, P.C., Attorneys at Law, for providing representation to the City in a Class Action lawsuit against the manufacturers and distributors of opioid prescription drugs such as OxyContin, Actiq and Fentora

Background:

McAfee & Taft, is representing the City of Broken Arrow in a Class Action lawsuit against the manufacturers and distributors of opioid prescription drugs such as OxyContin, Actiq and Fentora. This action will ratify the Council's previous approval of this contract between McAfee & Taft and Fulmer Sill for their representation of the City in a lawsuit against the manufacturers and distributors of opioid prescription drugs. The ratification is necessary because of the delay in execution by McAfee & Taft and Fulmer Sill.

Cost: None

Funding Source: None

Requested By: Trevor Dennis, Acting City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Representation and Fee Agreement

Recommendation:

Ratify the Representation Fee Agreement with McAfee & Taft, P.C. and authorize its execution.

REPRESENTATION AND FEE AGREEMENT

THIS AGREEMENT is made the 17th day of July 2018, between the City of Broken Arrow, Oklahoma (the "City"), and McAfee & Taft A Professional Corporation and Fulmer & Sill (collectively, the "Attorneys").

WHEREAS, the City believes that it has a cause of action against certain Opioid Manufacturing, Distributors and potentially other third parties (collectively, the "Defendants") for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of opioids (the "Claim").

WHEREAS, the City represents that they are the owner of the Claim and have not assigned, modified, settled or received payment for the Claim, or entered into any prior fee agreement with any other attorney(s) with respect to the Claim.

NOW, THEREFORE, IT IS AGREED between the City and the Attorneys as follows:

1. **Contingent Fee.** In consideration of the services to be rendered by the Attorneys in connection with the Claim against Defendants, if the City obtains a recovery on their Claim, the City agrees to pay Attorneys a contingency fee equal to twenty-five percent (25%) of the recovery for the risks of prosecuting this case on a contingency fee basis (the "Contingency Fee"). In calculating the Contingency Fee, the Recovery will first be reduced by the Costs as defined in paragraph 4 of this Agreement, and increased by any court awarded attorneys' fees as defined by Paragraph 3.
2. **Recovery.** The term "Recovery" as used herein shall mean all sums and things of value received pursuant to any demand upon or litigation against Defendants whether said sums are received pursuant to settlement, court proceedings or otherwise.
3. **Court-Awarded Attorneys' Fees.** If the City recovers court-awarded attorneys' fees, the amount awarded shall be deemed part of the Recovery. The City understands that if they do not prevail on certain claims that may be asserted against the defendants, there is a potential for the Court to award attorneys' fees and costs in favor of Defendants. City understands and agrees that any such award in favor of Defendants will be against the City, and the City will be solely liable to satisfy such judgment. Attorneys will not be liable for a judgment of attorneys' fees awarded in favor of Defendants.
4. **Costs.** All necessary costs and expenses incurred in connection with the Claims, including but not limited to court costs, deposition costs, expert witness fees, witness expenses, computer forensic expenses, e-discovery, copying, Westlaw and/or other legal research fees, settlement expenses, telephone, travel and lodging expenses of the Attorneys in connection therewith, shall initially be paid for by the Attorneys. Costs may included case specific expenses and the City's pro rata share of any general case expenses or assessments. General case expenses are those expenses incurred in the prosecution of the City's Claim for the benefit of the City that may also arise for other similarly situated municipalities, counties and other parties involved in the opioid litigation. If this matter is removed to an Opioid MDL proceeding in federal court, and it is determined that the City must pay an assessment to the MDL proceedings for attorneys' fees, legal expenses and/or costs connected to the MDL (the "MDL Assessment"), then the MDL.

Assessment shall be treated as Costs under this Agreement and will be paid to the MDL prior to the calculation of the Recovery. All costs incurred by Attorneys shall be deducted from any amounts received and repaid to Attorneys before the Recovery is calculated. To the extent the City receives an award of costs from the Court, the amount awarded shall be deemed part of the Recovery. If no Recovery is obtained, City will have no obligation to pay costs, unless the costs are costs awarded to Defendants by the Court on the City's Claims.

5. **Assignment of Portion of Claim.** City hereby transfers and assigns to Attorneys an undivided interest in City's claims. The undivided interest hereby assigned to Attorneys by City is equivalent to the fees, costs, and expenses, including the percentage of any Recovery, that City, by this Agreement, promises to pay to Attorneys. The undivided interest assigned by this Agreement is a present, not an executor interest.

6. **Settlement Decisions.** All decisions relative to acceptance or rejection of any settlement offer will remain the sole discretion of the City, provided, however, if the City neglects to accept the Attorneys' advice on whether to accept any settlement offer, the City agrees they will become liable for all costs incurred in said action and any attorneys' fees billed after the date the City receive written notification from Attorneys that they should accept the settlement offer.

7. **Attorneys' Obligations.** The Attorneys agree that they will diligently institute and prosecute said action to a final determination, make all reasonable and necessary efforts to collect any judgment that may be rendered therein in favor of the City; that they will promptly communicate to the City any offers of compromise; and that, in the event of a judgment unfavorable to the City, they will, if in the Attorneys' sole judgment reasonable grounds therefore exist, appeal said cause and prosecute the same to final determination. Attorneys shall staff this matter with such attorneys and legal assistants as they deem appropriate.

8. **Withdrawal.** Attorneys may withdraw from representation of City's Claim at any time with written notice.

9. **No Guarantee.** The City acknowledges that Attorneys have made no guarantee regarding the successful prosecution of the Claim, nor any guarantee regarding the Recovery or the type of relief, if any, which the City may obtain therefrom. Further, the City acknowledges that the Attorneys do not warrant or represent the validity of the Claim, the results of any action or the collectability of any judgment.

10. **Multiple Representation.** The City understands and agrees that Attorneys may represent other clients, including governmental entities, in connection with claims against Defendants. Defendants may attempt to settle cases in groups under a matrix-type system whereby our clients are offered different settlement amounts, depending on the circumstances of different groups of clients categorized by the specific allegations of misconduct and/or severity of damages. Once settlement value under the "matrix" is determined, the City is given the opportunity to accept or reject the settlement and/or injunctive relief being offered, within the matrix system, for whatever group within which the City may be placed. Defendants may also try to settle all or a portion of our clients' cases as a group, meaning the Defendants may attempt to settle all or a portion of your Claim along with a number of other similar cases the Attorneys

are handling. When a Defendant offers this "group settlement" system, Attorneys will get each client's authorization for a minimum, gross amount for which the client authorizes the Attorneys to attempt to settle the client's case. The Attorneys then add up the total of all clients' minimum, authorized settlement values and attempts to settle the group for at least the total of all minimum amounts authorized by all the clients. The City agrees to the above settlement procedures.

11. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Amendments and Modifications. The City and the Attorneys specifically acknowledge and agree that this Agreement constitutes the entirety of their agreement and supersedes and replaces any and all prior agreements, negotiations, or discussions between them; and, that this Agreement shall not be amended, modified, or changed in any manner whatsoever unless such amendments, modifications, or changes shall be in writing and signed by all the parties hereto.

13. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

ATTORNEYS:

CITY OF BROKEN ARROW,
OKLAHOMA:

McAfee & Taft

By: Todd Court, Vice President

By: Craig W. Thurmond, Mayor

Fulmer Sill

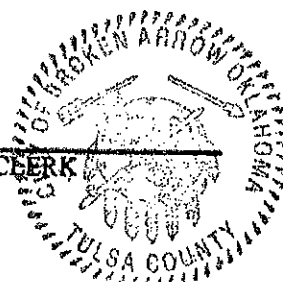
By: Matt Sill

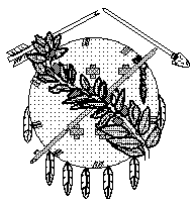
APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

ATTEST:

[Signature]
(Seal) CITY CLERK





City of Broken Arrow

Request for Action

File #: 18-810, Version: 1

**Broken Arrow City Council
Meeting of: 07-17-2018**

Title:

Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Latham, Stall, Wagner, Steele, & Lehman, Attorneys at Law for providing counsel and legal advice regarding workers compensation

Background:

Leah Keele is a well-respected attorney with vast knowledge and experience involving workers comp. The Acting City Attorney is recommending retention of this firm to provide counsel and legal advice to the City regarding workers compensation issues. Retention is recommended due to the firm's expertise in workers compensation.

The attached Professional Services Agreement memorializes retention of the firm, costs and the hourly rates to be charged. The firm charges the following rates:

Partners: \$150.00 per hr. maximum

Associates: \$125.00 per hr. maximum

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter are capped at \$100,000.00 and it will expire June 30, 2019.

Cost: Not to Exceed \$100,000.00

Funding Source: Workers Compensation Fund

Requested By: Trevor Dennis, Acting City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Professional Services Agreement

Recommendation:

Approve the Professional Services Agreement with Latham, Stall, Wagner, Steele, & Lehman and authorize its execution.

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement ("the Agreement") is made and entered into by and between the City of Broken Arrow, a municipal corporation (City), and Latham, Stall, Wagner, Steele, & Lehman, attorneys at law, 10441 S Regal Blvd #200, Tulsa, OK 74133 (Outside Counsel).

I. PURPOSE OF REPRESENTATION

City has retained Outside Counsel to provide counsel and legal advice to the City of Broken Arrow relative to workers comp.

II. OUTSIDE COUNSEL REPORTS TO THE HUMAN RESOURCES DIRECTOR

Outside Counsel agrees to keep City informed of the status of the matters covered by this Agreement by:

- A. communicating orally with the Human Resources Director ("Director") and designated representative as needed and as requested by City;
- B. providing timely copies of all pleadings, discovery, and correspondence to the Human Resources Director (unless correspondence is protected by attorney-client privilege as asserted by the Employees/Employee); and
- C. submitting to the Director a detailed monthly statement identifying by separate entries:
 - 1. each date work was performed under the Agreement,
 - 2. the amount of time billed for the work,
 - 3. the attorney or paralegal billing for the entry,
 - 4. the hourly rate of the attorney or paralegal billing the entry,
 - 5. a description of the work performed, and
 - 6. the dollar amount billed for the entry.

All written communications required by this Agreement should be sent to the Director, City of Broken Arrow, City Hall, 220 South 1st Street, Broken Arrow, Oklahoma 74012.

III. CONFLICT OF INTEREST

Outside Counsel must conduct a conflicts check covering potential and actual conflicts of interest before accepting a specific case or engagement. Outside Counsel must promptly notify the City Attorney in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing and executed by the identified conflict Party(ies). Outside Counsel must all obtain any necessary third party waivers in writing prior to representing the Employee/Employees. Outside Council will monitor whether any actual or potential conflicts

arise in connection with Outside Counsel's proposed representation of other defendants while representing the Employee/Employees and shall promptly notify the City Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

By executing this Agreement, Outside Counsel agrees to act in a timely manner in conducting work under this Agreement.

V. FEES AND EXPENSES

City agrees to pay Outside Counsel an hourly fee based on the following hourly rates:

Partners:	\$150.00 per hour maximum
Associates:	\$125.00 per hour maximum

The maximum fees and costs and expenses shall not exceed \$100,000.00.

City will pay Outside Counsel's out-of-pocket costs and expenses reasonably incurred in these matters as follows:

- Out-of-pocket necessary copying costs
- Out-of-pocket long distance telephone charges
- Out-of-pocket automated research costs
- Out-of-pocket postage charges
- Courier and messenger services
- Local mileage or parking
- Reasonable travel expenses if travel is required and approved by the Director in advance of travel
- Other items as necessary if the Director approves prior to expenditure.

The following types of expenditures will not be paid by City:

- Administrative overhead, including time spent copying, filing, docketing or calendaring deadlines, attending internal firm meetings for planning or status updates, reviewing or processing this Agreement or invoices for services or expenses rendered under this Agreement, or any clerical or secretarial work,
- Air conditioning and electricity for overtime work,
- Client entertainment,
- Local and suburban telephone calls,
- Refreshments during meetings,
- Meals during meetings or any other time unless associated with pre-approved overnight travel,
- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith, and
- Off-duty hours while traveling (not to include travel to or from the location of a meeting or hearing by counsel)

VI. SETTLEMENT

Settlement possibilities should be identified and considered early and at subsequent stages in the proceedings. Outside Counsel must promptly report settlement overtures to the Director or her designated representative. Cases may be settled only with the prior approval of the City Attorney and appropriate City officials.

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Attorney with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the City Attorney before cancellation of the insurance is effective. Outside Counsel shall promptly advise the City if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

The City shall have the right by use of internal or external resources to audit Outside Counsel's time records and billings, upon reasonable notice provided in writing to Outside Counsel. Outside Counsel will cooperate with an audit request by providing reasonable access to appropriate records and personnel necessary to conduct an audit.

IX. RETENTION OF OUTSIDE COUNSEL

Outside Counsel is being retained because of Outside Counsel's experience and expertise in the area of workers comp. The goal of the City Attorney's office is to meet all ethical and professional standards applicable to government lawyers and to meet mandates of the City of Broken Arrow Code of Ordinances with regard to the City Attorney. In appropriate instances, screening measures will be created and used with policies and procedures and restricting the flow of and access to information regarding the representation between the Staff Attorney and other attorneys within the office of the City Attorney representing the City. The City Attorney's office and Outside Counsel will in such instances discuss appropriate procedures to accomplish ethical representation and will comply with all professional rules of conduct. Outside Counsel will be required in such circumstances to identify all concerns with such process immediately and prior to commencing representation.

X. ACCEPTANCES

This Agreement constitutes the entire agreement between the City and Outside Counsel and supersedes all prior agreements, written or oral, relating to the subject matter. Any change must be made or confirmed in writing, duly executed by both parties.

XI. ASSIGNABILITY OF AGREEMENT

This Agreement is personal in nature and may not be assigned by Outside Counsel.

XII. INDEPENDENT CONTRACTOR.

Outside Counsel agrees and acknowledges that during the existence of this Agreement, it acts in the capacity of an independent contractor and that Outside Counsel is not an employee of the City of Broken Arrow.

XIII. APPLICABLE LAW AND VENUE.

This Agreement and its incorporated documents shall be governed by and construed in accordance with the laws of the State of Oklahoma. The venue of any suit brought concerning this Agreement or its incorporated documents is fixed in any court of competent jurisdiction in Tulsa County, Oklahoma.

XIV. TERMINATION

The City may terminate this Agreement upon providing 30 days' written notice to Outside Counsel.

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2019, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of THIS 16th day of August, 2018

SIGNATURES CONTINUED ON THE NEXT PAGE

LATHAM, STALL, WAGNER, STEELE, & LEHMAN

By: _____

Managing Partner

CITY OF BROKEN ARROW, a municipal corporation

By: _____

Craig Thurmond, Mayor

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)
COUNTY OF Tulsa) ss.

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Broken Arrow will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Broken Arrow or of any public trust where the City of Broken Arrow is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws relating to equal employment opportunity.

LATHAM WAGNER, STEELE, & LEHMAN

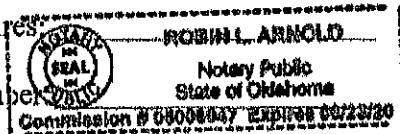
By: *[Signature]*
Managing Partner

Subscribed and sworn to before me this 1st day of August, 2018.

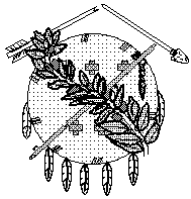
[Signature]
Notary Public

My commission expires

My commission number



THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT



City of Broken Arrow

Request for Action

File #: 18-979, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of and authorization to execute a Youth Counseling Agreement between the City of Broken Arrow and Youth Services of Tulsa County, Inc.

Background:

Each year the City of Broken Arrow contracts with Youth Services of Tulsa County, Inc., for the provision of counseling services and crisis intervention to the youth in Broken Arrow. The fiscal year 2018-2019 contract amount is \$30,000.00. Youth Services will continue to operate a local office to facilitate the provision of various services. Staff recommends that the Council approve the Agreement and authorize its execution.

Cost: \$30,000.00

Funding Source: General Fund, General Government Operational Budget

Requested By: Trevor Dennis, Acting City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Professional Services Agreement

Recommendation:

Approve the Professional Services Agreement with Youth Services of Tulsa County, In., and authorize its approval.

CITY OF BROKEN ARROW YOUTH COUNSELING AGREEMENT

The City of Broken Arrow, Oklahoma (hereinafter referred to as "City") and Youth Services of Tulsa County, Inc. (hereinafter referred to as "Youth Services") agree as follows:

The City has determined there is a continuing need for counseling services in the Broken Arrow area. The City further finds that Youth Services is comprised of knowledgeable people having many years experience in this field who can supplement the City's activities.

The term of this Agreement is effective on July 1, 2018, and expires June 30, 2019. This agreement does not renew automatically.

Youth Services shall provide crisis intervention and short-term counseling services to the youth of Broken Arrow, and administrative supervision in municipal court juvenile cases. Youth Services shall also provide screening to determine the need for long-term treatment or counseling services to the youth of Broken Arrow.

The City shall pay Youth Services Two Thousand Five Hundred Dollars and 00/100ths (\$2,500.00) each month for a total of thirty thousand dollars and no cents (\$30,000.00) for one (1) year, as compensation for meeting the needs described above and for operating the Broken Arrow office. Youth Services shall also seek private contributions and other funding, and agrees to make efforts to expand its activities as the needs of the community and its resources allow. Youth Services has no authority to make any commitments that bind the City.

Youth Services shall employ necessary personnel to perform its activities on behalf of the City. Youth Services may make reasonable modifications to its programs that continue to provide the same type and intensity of services as described above.

Youth Services shall accept and City shall appoint a representative to the Youth Services Board of Directors. Said representative shall facilitate coordination between the parties and supervision of the funds described above.

Youth Services 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 between the City and Youth Services or its officers, employees, contractors or representatives for any purpose. Youth Services shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries from or connected with services performed pursuant to this Agreement.

As partial consideration for this Agreement, Youth Services 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 and 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 willful misconduct of Youth Services, its employees, agents, officers, contractors, or their performance or failure to perform

under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense 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 contained in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

Without limiting the City's right to indemnification, Youth Services 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. Youth Services shall include the City as an Additional Insured on all required insurance policies. Youth Services shall also require its contractors to list the City as an Additional Insured. Youth Services shall submit certificates of insurance to the City's Risk Manager for approval prior to allowing any individuals to engage in any activities under this Agreement. Youth Services 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 Youth Services or its contractors to obtain and maintain any required insurance shall not relieve Youth Services from any liability hereunder. Such coverage shall not be canceled or materially changed without giving the City at least thirty (30) days prior written notification thereof.

This Agreement shall be subject to termination upon the failure of Youth Services 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 Youth Services is in addition to any other rights and remedies provided by law. 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 Youth Services.

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. Youth Services 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. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

ATTEST:

CITY OF BROKEN ARROW, OKLAHOMA

City Clerk (SEAL)

By _____

Mayor

APPROVED AS TO FORM:

Acting

Deputy City Attorney

Date of Execution:

YOUTH SERVICES OF TULSA COUNTY, INC.

By _____

Printed Name David C. Grewe

Title Executive Director

State of Oklahoma)

) ss.

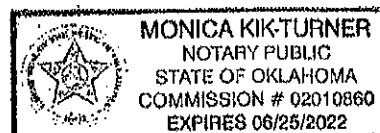
County of Tulsa)

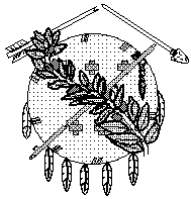
Before me, a Notary Public, on this 13 day of AUG 2018, personally appeared DAVID C. GREWE, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

6/25/22

Notary Public





City of Broken Arrow

Request for Action

File #: 18-990, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of and authorization to execute Contract for Public Improvement for 2018 Community Development Block Grant Program

Background:

At its meeting of March 20, 2018, the City Council ratified the Mayor's signing an application for Fiscal Year 2018 Tulsa County Urban Community Development Block Grant (CDBG) funds for Detroit Street from 4th Street to 9th Street. This project will benefit the College Addition, a low to moderate income neighborhood. INCOG submitted the attached Contracts for Public Improvements with funding in the amount of \$392,196.00 for the street rehabilitation project stated above, the anticipated cost of the project.

Cost: \$0

Funding Source: N/A

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: 2018 Contract East Detroit Street Rehabilitation

Recommendation:

Approve and authorize execution of Contract for Public Improvements for 2018 Community Development Block Grant Program.

Contract For Public Improvements For Community Development Block Grant Program

This Contract for Community Development Block Grant ("CDBG") funds is made and entered into this ____ day of _____, 2018 by and between Tulsa County ("COUNTY"), and the City of Broken Arrow ("CITY").

This Contract shall be in effect the 1st day of July, 2018 and shall be in effect through the 30th day of June, 2019. If the funds are not exhausted at the end of the contract period, the Contract period may be extended by mutual agreement of both parties.

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, a Cooperation Agreement between the County and the City has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2017-2019; and,

WHEREAS, the City desires to enter into a Contract with Tulsa County, as lead entity of the Tulsa County Community Development Block Grant Urban County Program (CFDA 14.218) pursuant to Title I of the Housing and Community Development Act of 1974, as amended; to receive an allocation of FY2018 Tulsa County CDBG Urban County funds for the purpose of public improvements (**B-18-UC-40-0001**);

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The City shall be responsible for the oversight of projects to meet the objectives of the Community Development Block Grant program in accordance with the terms and conditions as set forth herein.

The City agrees to perform those duties, obligations, and representations contained in its application to Tulsa County and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by Tulsa County in contemplation of this contract, said application being incorporated herein and made a part hereof by reference.

Projects:

1. East Detroit Street Rehabilitation and Storm Sewer Improvements
Rehabilitation of five (5) blocks of East Detroit Street, a 2-lane minor residential collector street, from North 4th Street to North 9th Street (Lynn Lane). The project will provide mill, patch and overlay to Detroit St., and add curbs and gutters from N. 4th St. eastward to N. 9th St. Elimination of existing ditches in most areas.

II. Budget

The City shall be allocated \$392,196.00 from Fiscal Year 2018 Tulsa County CDBG Urban County funds for infrastructure improvements.

III. Performance Measurement

The project must be under construction with a Notice To Proceed issued no later than 180 days from the date of approval of this contract by the County. Failure to commence construction within the timeframe may result in withdrawal of CDBG funds by the County for noncompliance of timely expenditure of funds.

IV. Method Of Payment

- a. Payment will be made to the City on either a reimbursement of paid invoices basis or submission of actual payable invoices. The City shall submit a "Request for Funds" form to the program administrator, INCOG for approval and payment by Tulsa County.
- b. City will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of Three Hundred Ninety-Two Thousand One Hundred Ninety-Six dollars (\$392,196.00) for all services required.

V. Reversion of Assets

After reconciliation of the project books and submittal of remaining unpaid claims to the County, the City shall return any unused CDBG funds within 30 days of the date this agreement terminates or expires.

GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

None of the work and services covered by this contract may be subcontracted without written consent of the County. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this agreement. In no event will the City incur any obligation on the part of the County.

Modification

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

Disputes, Interpretation, Remedies

- a. In the event the parties fail to agree on interpretations of this contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendations forwarded to HUD, who shall make the final determination.
- b. Neither forbearance nor payment by the County shall be construed to constitute waiver of any remedies for any default or breach by the City that exists then or occurs later.

Severability Clause

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

Hold Harmless Clause

City shall, within limitations placed on such entities by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property which injury or damage is legally determined to be caused by any act or omission of City committed within the performance of its duties under this contract. City shall, within limitations placed on such entity by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Laws, to the extent such claims arise out of acts committed in furtherance of this contract. In any agreement with any sub-recipient or any agent for City, City will specify that such sub-recipient or agents shall hold harmless the United States government, its agents, officers, and employees, and the County its agents, officers and employees for all the herein before described expenses, claims, actions, or amounts recovered, which is legally determined to be caused by this sub-recipient or agent in the performance of their duties relating to this contract.

Personnel

- a. The City represents that it will secure all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. The City has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.

- c. All of the services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Termination of Contract for Cause

If, through any cause, the City shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the City shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the City of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In such event, the City shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the City.

Termination of Contract for Convenience

Either the City or the County may terminate this contract at any time by giving at least 15 days notice in writing to the other party. If the contract is terminated as provided herein, the City will be paid for the services provided and all allowable expenses incurred up to the termination date.

Conflict of Interest

No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and the City shall take appropriate steps to assure compliance.

Interest of City and Employees

The City covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The City further covenants that in the performance of this agreement no person having any such interest shall be employed.

Reports and Information

The City, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection there with and any other matters covered by this contract.

City shall furnish the County narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the County or federal grantor agencies.

Compliance with Local Laws

The City shall comply with all applicable laws, ordinances and codes of the state and local governments.

Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the City.

Records and Audits

City shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. City shall, as often as deemed necessary by the County, permit authorized representatives of the County and its Auditors, the U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

The City shall comply with 2 CFR24 Part 200 requirements, where applicable. The OMB circulars are hereby made a part of this contract. The City shall provide a copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period.

Federal Funds in Excess of \$750,000

If the City expends \$750,000 or more in a year in Federal awards from all sources, the City shall comply with OMB circular A-133 requirements and have a Single Audit conducted. This OMB circular is hereby made a part of this contract. The City shall provide a copy of its A-133 audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period.

Anti-Kickback Regulations

The City shall comply with all applicable anti-kickback regulations covered under the Department of Labor Regulation 29 CFR, Part III.

Equal Employment Opportunity

The City shall comply with the following equal opportunity requirements as part of CDBG assurances:

- a. Civil Rights Act of 1964, Title VI

City shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

- b. Housing and Community Development Act of 1974, Section 109

City shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Housing and Urban Development Act of 1968, Section 3

City shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.

d. Affirmative Action

City shall take affirmative actions steps to contract with small and minority owned firms and women business enterprises in a part of the requirements of 24 CFR Part 85.36 or 24 CFR Part 570, Sub-part J. Affirmative Actions steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

Labor Standards

- a. The City shall comply with the requirements of Davis-Bacon Act (40 USC Section 276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The City further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Contractor and any

subcontractors must comply with these wage rates in performance of the work required.

- b. Copeland (Anti-Kickback) Act (18 USC Section 874, 40 USC Section 176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- c. Contract Work Hours and Safety Standards Act (40 USC Section 327, et seq.) which requires overtime compensation. Regulations are at 29 CFR, Part 5.

Acquisition and Relocation

Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17) Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24.

Age Discrimination Act of 1975

City shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Americans With Disabilities Act of 1990

City shall comply to the extent required with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabled status in any publicly funded program and activity.

Rehabilitation Act of 1973, Section 504

City shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

IN WITNESS WHEREOF, the City and County have executed this contract as of the date first written above.

City of Broken Arrow, Oklahoma

By _____, the Honorable City Mayor

ATTEST:

City Clerk

Approved:

Asst. City Attorney *Lesli Myers*

Tulsa County Board of Commissioners

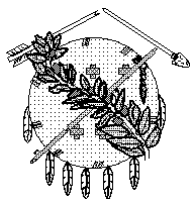
By _____ Chair

ATTEST:

County Clerk

Approved As To Form:

Assistant District Attorney



City of Broken Arrow

Request for Action

File #: 18-968, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Award the most advantageous bid to Rush Truck Center for the purchase of one (1) articulating aerial device and truck chassis with utility body

Background:

The Streets and Stormwater Department has requested and sought bids for one (1) articulating aerial device and truck chassis with utility body for the Traffic Signals Maintenance Division. The Purchasing Department solicited bids from twelve (12) vendors and four (4) bids were received. All four (4) bids meet specifications, three (3) of which meet specifications with the exception that the outriggers must be used in order for the boom to operate.

Funds are available in the Sales Tax Capital Improvement (STCI) Fund in the amount of \$167,000. (Project 195324, Account No.030-5310-431-70.02 [\$85,000] and Account No. 042-5310-437-70.02 [\$82,000])

Staff recommends awarding the bid to the second lowest bidder, Rush Truck Center, due to a much shorter delivery time, which is in line with the many of the other bidders expect the apparent lower bidder.

Base pricing of the articulating aerial device and truck chassis with utility body is reflected in the attached bid tabulation sheet. The bid tabulation includes all vendors who submitted bids for this vehicle.

Cost: \$146,284.00

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Rocky Henkel, Director of Streets and Stormwater

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid Tab 19.107

Recommendation:

Award the most advantageous bid to Rush Truck Center for the purchase of one (1) articulating aerial device and truck chassis with utility body.

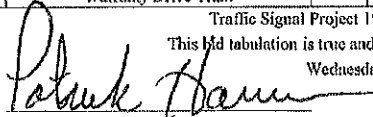
Bid 19.107
Articulating Aerial Device and Truck Chassis with Utility Body
Bid Date 8/1/2018


	Item		Altec Industries, Inc.	Rush Truck Center	Bob Hurley	Premier Truck
	Specification		Ford F550 with Aerial Device AT48P & Altec Service Body	Ford F550 with Dur-A-Lift Model DPM2-47DP & B&G Service Body	Ford 550 with Aerial Device Versa Lift-VST 36/40/47/52-MHI & B&G Service Body	Freightliner M2-106 with Aerial device Durallift DPM2-47DP & B&G Service Body
	Articulating Aerial Device and Truck Chassis with Utility Body		\$125,615.00	\$131,949.00	\$122,064.00	\$154,217.00
Item Number	Options: Aerial Device & Service Body	Qty				
1	Hydraulic Winch & 5ft Jib	1	\$3,659.00	\$680.00	\$5,762.00	\$680.00
2	Electric Aux Controls	1	Included	Included	\$563.00	Included
3	Safety Belt & Lanyard	1	\$98.00	Included	Included	Included
4	Bucket Liner	1	\$379.00	\$875.00	\$247.00	\$875.00
5	Bucket Cover	1	\$48.00	\$191.00	\$61.00	\$191.00
6	Cone Holder	1	\$125.00	\$95.00	\$110.00	\$95.00
7	Remote Electric Door Locks	1	Included	Included	\$1,684.00	n/a
8	Inverter Electronic	1	\$1,896.00	\$2,931.00	\$3,196.00	\$2,931.00
9	Additional Storage Compartment	1	\$884.00	925.00	\$1,122.00	\$925.00
Item Number	Options: Cab & Chassis					
1	4-Wheel Drive with Skid Plates	1	\$3,505.00	Included	\$3,605.00	\$24,354.00
2	Power Electric Windows	1	Included	Included	\$1,125.00	Included
3	Power Electric Door Locks	1	Included	Included	Included	Included
4	Keys	1	\$281.00	Included	\$450.00	Included
5	Remote Cab Entry	1	Included	Included	Included	n/a
6	Window Tint	1	Included	\$375.00	\$225.00	Included
7	Trailer Brake Controller	1	\$238.00	Included	\$270.00	\$1,200.00
8	LED Spot Light	1	\$255.00	\$162.00	\$819.00	Included
9	Backup Camera System	1	\$369.00	\$659.00	\$457.00	\$1,200.00
10	Winch	1	\$2,599.00	\$3,661.00	\$2,046.00	\$3,661.00
11	Electronic Inverter	1	\$1,896.00	\$2,931.00	\$3,196.00	\$2,931.00
12	All Terrain Tires	1	Included	Included	\$190.00	\$1,000.00
13	Accessory Switch Pack	1	Included	Included	Included	Included
14	Safety Orange Seat Belts	1	\$100.00	\$490.00	\$100.00	Included
15	Cab Entry Steps	1	\$392.00	\$450.00	\$445.00	Included
	Total		142,339.00	146,284.00	\$147,737.00	\$194,260.00
	Meet Specs.		NO	NO	NO	YES
	Notes: 3 vendors stated that the outriggers must be used before aerial device will operate.		Exception: Stabilizer / Counterweight, Outriggers must be used in order	Exception: Stabilizer / Counterweight, Outriggers must be used in order	Exception: Stabilizer / Counterweight, Outriggers must be used in order	
	Delivery		300-330 Days	180-240 Days	180-210 Days	180-240 Days
	Warranty Aerial Device		1 Yr.	2 Yrs.	1 Yr.	2 Yrs.
	Warranty Service Body		6 Yr.	1 Yr.	1 Yr.	1 Yr.
	Warranty Chassis		3 Yr/36K	3 yr/36K	3 yr/36K	2 Yrs.
	Warranty Drive Train		5 Yr/60K	3 yr/60K	5 Yr/60K	2 Yrs./250K

Traffic Signal Project 195324 Bid sent to 12 Vendors

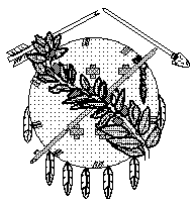
This bid tabulation is true and accurate to the best of our knowledge

Wednesday, August 1, 2018


Patrick Harrison
Purchasing Manager


Mike Bradley
Fleet Manager

Friday, August 3, 2018 MBradley 1



City of Broken Arrow

Request for Action

File #: 18-981, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of and authorization of purchase a Three-Quarter (3/4) Ton Crew Cab Pickup (2019 Ford F-250) for the Information Technology Department from Bill Knight Ford, Pursuant to the Oklahoma Statewide Contract

Background:

The Information Technology Department seeks approval to purchase a Three-Quarter (3/4) Ton Crew Cab Pickup to replace and enable the surplus of a 2008 E-250 van. Funds totaling \$45,000 was budgeted in the Sales Tax Capital Improvement Fund. The three-quarter ton crew cab pickup will be purchased under the Oklahoma Statewide Contract 1000009355 for Passenger Vehicles and Light Duty Trucks. All State Department, Boards, Commissions, Agencies and Institution, as well as Counties, School Districts and Municipalities may purchase vehicles from this contract. Pricing under this contract is good until November 14, 2018.

Section 2-27 of the Broken Arrow Code addresses exemptions to full competitive bidding for supplies, materials and equipment. It provides that formal competitive bidding is not required when those items can be purchased at a price not exceeding that set by the state purchasing agency. All equipment on the State contract has been competitively bid and purchase by the City is authorized by state law.

The bid tabulation includes all vendors submitting bids for this type of three-quarter ton Crew Cab Pickup under this contract. The Information Technology Department recommends the state bid from Bill Knight Ford for a 2019 Ford F-250 as the most advantageous. The price for the pickup, with options calculated in is \$31,490.00. Base pricing and selected options are reflected in the attached bid tabulation.

Cost: \$31,490.00

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Stephen Steward, Information Technology Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid Tabulation for Crew Cab Truck.

Recommendation:

Approve the purchase of a three-quarter ton crew cab pickup from Bill Knight Ford pursuant to the state contract.

3/4 Ton crew cab truck
State Contract 1000009355
Expires 11/14/2018

	Vendor		Bill Knight Ford	John Vance Motors	Carter Chevrolet
	Specification		2019 F250 crew cab pickup	2019 Dodge ram 2500 crew cab pickup	2018 Siverado 2500 crew cab picku
	Item	Qty.	each price	each price	each price
	3/4 Ton crew cab truck	1	\$26,281.00	\$24,990.00	\$25,679.00
Item number	Options				
1	Add four wheel drive	1	\$2,592.00	\$2,673.00	\$2,475.00
2	Add power supply	1	\$38.00	included	\$140.00
3	Add side steps	1	\$341.00	\$425.00	\$560.00
4	Add trailering mirrors	1	included	\$177.00	\$325.00
5	Add keys	1	\$65.00	\$235.00	\$125.00
6	Add tinted windows	1	\$185.00	\$157.00	\$196.00
7	Add carpet w/floor mats	1	\$945.00	\$497.00	\$98.00
8	Add heavy duty floor mats	1	\$65.00	\$125.00	\$150.00
9	Add radio	1	\$234.00	\$268.00	n/a
10	Add bucket seats w/console	1	\$281.00	\$5,166.00	\$5,947.00
11	Add all terrain tires	1	\$152.00	\$250.00	\$196.00
12	Add hitch,wiring,reciever	1	included	included	\$276.00
13	Add electric brake controller	1	\$160.00	\$275.00	\$250.00
14	Add upfitter switches	1	\$151.00	\$150.00	\$120.00
	Total		<u>\$31,490.00</u>	\$35,388.00	\$36,537.00
	Notes: Dodge and Chevy have to upgrade to get option 10				
	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

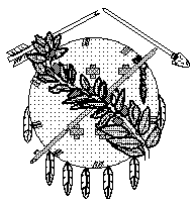
Information Technology project

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

Tuesday, August 7, 2018

Patrick Harrison

Purchasing Manager



City of Broken Arrow

Request for Action

File #: 18-950, Version: 1

**Broken Arrow City Council
Meeting of: 08/21/2018**

Title:

Approval of and authorization to purchase one (1) mid-size utility vehicle from Bill Knight Ford pursuant to the Oklahoma Statewide Vehicle Contract, for the Communications/City Manager's office

Background:

The Fiscal Year 2018-19 Budget provides \$28,000 for the purchase of one vehicle to be used for the Communications and City Manager's department.

The vehicle will be purchased under the Oklahoma Statewide Contract #SW035. Pricing under this contract is good until November 14, 2018. The bid tabulation includes the lowest bidding vendors for all the brands of mid-size vehicles under this contract. Base pricing and selected options are reflected in the attached bid tabulation.

The recommended vehicle for purchase is the 2019 Ford Explorer. Pursuant to the State Contract, the lowest bidder for a Ford Explorer is Bill Knight Ford, with the identified options at \$25,142.

Cost: \$25,142.00

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Krista Flasch, Communications Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid tabulation

Recommendation:

Approve the purchase of one mid-size utility vehicle from Bill Knight Ford pursuant to the Oklahoma Statewide Contract.

Mid Size Utility Vehicle
State Contract 1000009364
Expires 11/14/2018

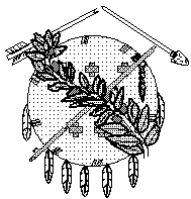
	Vendor		Bill Knight Ford	Hudiburg Chevrolet	John Vance Motors
	Specification		2019 Ford Explorer	2019 Chevrolet Traverse	2019 Dodge Durango
Item Number	Item	Qty.	Each Price	Each Price	Each Price
	Mid Size Utility Vehicle	1	\$24,843.00	\$25,060.00	\$24,105.00
	Options				
1	Add Extra Key	1	\$185.00	\$165.00	\$248.00
2	Add Mats (Vinyl/Rubber Mats)	1	\$114.00	\$35.00	\$189.00
3	Add Power Driver Seats	1	\$0.00	\$550.00	\$1,497.00
4	Add Third Seat	1	\$0.00	\$0.00	\$886.00
	Total		<u>\$25,142.00</u>	\$25,810.00	\$26,925.00
	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
	Notes				In order to have Power Driver Seats you must add the Third Seat Option, an Extra \$886.

Communications Department Project 190303

This Bid Tabulation is True and Accurate to the Best of My Knowledge

Wednesday, August 1, 2018

Patrick Harrison
Purchasing Manager



City of Broken Arrow

Request for Action

File #: 18-992, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of and authorization to purchase one (1) ½ ton crew cab truck from John Vance Motors, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department

Background:

The Streets and Stormwater Department has budgeted for the purchase of one (1) ½ ton crew cab truck. Funds for this purchase are available in the Sales Tax Capital Improvement (STCI) Fund in the amount of \$35,000.00. (Project No. 195325, Account No. 030-5310-431-70.02)

The ½ ton crew cab truck will be purchased under the Oklahoma statewide Contract number 1000009315. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase items from this contract. Pricing under this contract is good until November 14, 2018.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the ½ ton crew cab truck is reflected in the attached bid tabulation. The bid tabulation also includes all vendors submitting bids for this machinery under the State Contract. The Streets and Stormwater Department has identified the 2018 Dodge Ram 1500 Crew Cab pickup from John Vance Motors as the lowest responsible bid and, therefore, recommends its purchase from the State of Oklahoma contract.

Cost: \$28,216.00

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Rocky Henkel, Director of Streets and Stormwater

Approved By: Michael L. Spurgeon, City Manager

Attachments: State contract 1000009315 Bid Tabulation for One Half Ton Crew Cab Truck

Recommendation:

Approve the purchase of one (1) ½ ton crew cab truck from John Vance Motors pursuant to the Oklahoma Statewide Vehicle contract

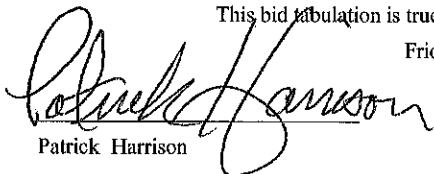
1/2 Ton crew cab truck
State Contract 1000009315
Expires 11/14/2018

Vendor		John Vance Motors	Bill Knight Ford	Hudiberg Chevrolet
Specification		2018 Dodge Ram 1500 Crew cab pickup	2018 Ford F-150 Crew cab pickup	2018 Chevrolet C1500 Crew cab pickup
Item	Qty.	each price	each price	each price
1/2 Ton crew cab truck	1	\$23,558.00	\$26,059.00	\$25,031.00
Options				
Short bed	1	included	included	included
Add four wheel drive	1	\$2,196.00	\$2,495.00	\$3,352.00
Differential type/ratio	1	\$375.00	\$387.00	\$395.00
Add spot light driver's side		\$475.00	\$395.00	\$590.00
Add side steps	1	\$425.00	\$231.00	\$445.00
Add keys	1	\$248.00	\$85.00	\$185.00
Add deep tinted glass	1	\$189.00	\$185.00	\$252.00
Add all terrain tires	1	\$275.00	\$272.00	\$200.00
Add hitch,wiring, reciever	1	\$150.00	\$95.00	\$375.00
Add electric brake controller	1	\$255.00	\$260.00	\$125.00
Add front tow hooks	1	\$70.00	\$38.00	\$50.00
Total		<u>\$28,216.00</u>	\$30,502.00	\$31,000.00
Delivery		120 days	120 days	120 days
Warranty bumper to bumper		3yr/36K	3yr/36K	3yr/36K
Warranty drive train		5yr/100K	5yr/60K	5yr/100K

Traffic Signal project 195325

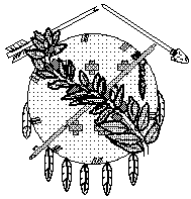
This bid tabulation is true and accurate to the best of my knowledge

Friday, August 10, 2018



Patrick Harrison

Purchasing Manager



City of Broken Arrow

Request for Action

File #: 18-958, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of and authorization to purchase two (2) stainless steel sand spreaders from Southwest Trailer, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department

Background:

The Streets and Stormwater Department has budgeted for the purchase of two (2) stainless steel sand spreaders. Funds for this purchase are available in the Sales Tax Capital Improvement (STCI) Fund in the amount of \$40,000.00. (Project No. 195313, Account No. 030-5300-431-70.04)

The stainless steel sand spreaders will be purchased under the Oklahoma statewide Contract number SW500. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase items from this contract. Pricing under this contract is good until March 16, 2019.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the stainless steel sand spreader is reflected in the attached bid tabulation. The bid tabulation also includes all vendors submitting bids for this machinery under the State Contract. The Streets and Stormwater Department has identified the Monroe MV-168-82-56 2011SS Spreaders from Southwest Trailers as the lowest responsible bid and, therefore, recommends its purchase from the State of Oklahoma contract.

Cost: \$29,994.00

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Rocky Henkel, Director of Streets and Stormwater

Approved By: Michael L. Spurgeon, City Manager

Attachments: State contract SW500 Bid Tabulation for stainless steel sand spreaders

Recommendation:

Approve the purchase of two (2) stainless steel sand spreaders from Southwest Trailer pursuant to the Oklahoma Statewide Vehicle contract

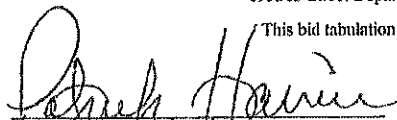
Sand Spreader
State Contract SW 500
Expires 3/16/2019


Vendor			Southwest Trailer	Southwest Trailer	Total Truck & Trailer
Specification		QTY	Monroe MV-168-82-56 2011SS Spreader	Warren 2420A-14SS Spreader	Henderson WSH-14 201SS Spreader
Item Number	Stainless Steel Sander Spreaders	2	\$9,598.00	\$9,500.00	\$23,110.63
1	Top mounted screens & I-beam	2	\$2,229.00	\$2,058.00	\$0.00
2	Extended grease fitting to front of spreader to grease pillow blocks	2	\$142.50	\$267.00	\$0.00
3	Inverted V-shield to cover conveyor	2	\$469.50	\$657.90	\$0.00
4	Lights: LED stop, tail and turn signals	2	\$849.00	\$702.90	\$0.00
5	Lights: 2 strobes and 2 work lights	2	\$834.00	\$1,716.00	\$0.00
6	Ladder: Fold up type ladder mounted on right rear sander	2	\$539.00	\$347.00	\$0.00
7	Spreader chute: fold up type with winch and cable	2	\$336.00	\$472.00	\$0.00
8	Spreader chute:vertically adjustable spreader chute	2	\$0.00	\$0.00	\$0.00
Total			\$14,997.00	\$15,720.80	\$23,110.63
Total for quantities shown			\$29,994.00	\$31,441.60	\$46,221.26
Meet specs.			Y	Y	Y
Delivery			150-180 days	120-150 days	90 days
Warranty			1 Year	1 Year	1 year

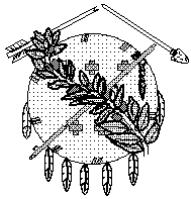
195313 Street Department Project Bids were sent out to 3 Vendors

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

Tuesday, July 17, 2018


Patrick Harrison
Purchasing Manager


Mike Bradley
Fleet Manager



City of Broken Arrow

Request for Action

File #: 18-959, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of and authorization to purchase two (2) snow plows and hitches from Southwest Trailer, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department

Background:

The Streets and Stormwater Department has budgeted for the purchase of two (2) snow plows and hitches. Funds for this purchase are available in the Sales Tax Capital Improvement (STCI) Fund in the amount of \$30,000.00. (Project No. 195314, Account No. 030-5300-431-70.04)

The snow plows and hitches will be purchased under the Oklahoma statewide Contract number SW500. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase items from this contract. Pricing under this contract is good until March 16, 2019.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the snow plows and hitches is reflected in the attached bid tabulation. The bid tabulation also includes all vendors submitting bids for this machinery under the State Contract. The Streets and Stormwater Department has identified the Valk #wr-1137 snow plows and hitches from Southwest Trailers as the lowest responsible bid and, therefore, recommends its purchase from the State of Oklahoma contract.

Cost: \$21,890.00

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Rocky Henkel, Director of Streets and Stormwater

Approved By: Michael L. Spurgeon, City Manager

Attachments: State contract SW500 Bid Tabulation for snow plows and hitches

Recommendation:

Approve the purchase of two (2) snow plows and hitches from Southwest Trailer pursuant to the Oklahoma Statewide Vehicle contract

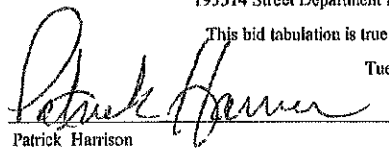
Snow Plow & Hitches
State Contract SW 500
Expires 3/16/2019

Vendor			Southwest Trailer	Valk Mfg	Total Truck
Specification		QTY	Valk #wr-1137	Valk #wr-1137	Walk #wr-1137
Item Number	2 Hydraulic Articulating Snow Plows & Hitches	2	\$10,945.00	\$11,400.00	\$13,480.31
1	Hydraulic powered (from Truck Hydraulics) 11"	2	\$0.00	\$0.00	\$0.00
2	Articulate Snow Plow with bumper to axle	2	\$0.00	\$0.00	\$0.00
3	Mounted Hitch	2	\$0.00	\$0.00	\$0.00
4	Built-in-snow shield, rubber snow shield, adjustable	2	\$0.00	\$0.00	\$0.00
5	Skid shoes, 5/8"x6" cutting edge, full moldboard	2	\$0.00	\$0.00	\$0.00
6	Trip, 21" hookup plow 11"x37", mounting height, bh-250T	2	\$0.00	\$0.00	\$0.00
7	Universal bumper to axle tilt hitch w/1" bumper	2	\$0.00	\$0.00	\$0.00
8	Angle pins, 3"x10" single acting lift cylinder	2	\$0.00	\$0.00	\$0.00
9	W/pre-wired harness & mounting brackets.				
10	Paint face		\$0.00	\$0.00	\$0.00
	Yellow, back black, hitch black	2	\$0.00	\$0.00	\$0.00
11	Ground to center of axle 12", center of axle	2	\$0.00	\$0.00	\$0.00
12	Forward to front of bumper 49"	2	\$0.00	\$0.00	\$0.00
Total			\$10,945.00	\$11,400.00	\$13,480.31
Total for quantities shown			\$21,890.00	\$22,800.00	\$26,960.62
Meet specs.			Y	Y	Y
Delivery			150 days	150 days	90 days
Warranty			1 Year	1 Year	1 year

195314 Street Department Project Bids were sent out to 4 Vendors

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

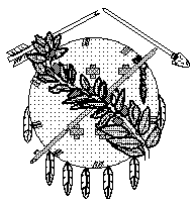
Tuesday, July 17, 2018


Patrick Harrison

Purchasing Manager


Mike Bradley

Fleet Manager



City of Broken Arrow

Request for Action

File #: 18-989, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Approval of and authorization to execute a Change Order CO4 for Construction Contract Bid No. 16.162A; Portland Cement Concrete Street Repair

Background:

Since 2003, the City has periodically awarded unencumbered contracts for Portland Cement Concrete Street Repairs. These contracts contain unit prices for minor repairs to streets, curbs and gutters, sidewalks, driveways, handicap ramps, manhole and water valve adjustments, and other concrete structures at various locations throughout the City. When a need arises, the requesting department Director identifies the extent of the work and the Engineering and Construction department issues a work order on the contract based on the as-bid unit prices. The contracts are for one year, renewable for up to two additional years by mutual agreement by the City and the contractor, at the same unit prices.

The 2016 Portland Cement Concrete Street Repairs was advertised for bids on February 3 and 10, 2016, and bids were opened on March 3, 2016. Six bids were submitted. The low bid was submitted by Cherokee Pride Construction, Inc., in the amount of \$167,830.00. The second low bidder was Tri-Star Construction, LLC in the amount of \$198,820.00. The engineer's estimate was \$214,317.00. Two contracts were awarded, to Cherokee Pride Construction, Inc., and to Tri-Star Construction, LLC.

This Change Order Applies to Cherokee Pride Construction Contract Only. This Change Order #4 addresses the following additions to the contract:

1. Total Number of Days Added by this Change Order:
 - Per Division IV, the Contractor has agreed to extend the contract through April of 2018 at the current bid prices. An additional 365 days shall be added to the contract time.
2. Extension of Contract Values: per Division IV - Special Provisions, the contract has been renewed for another 365 days in length, due to this extension of contract time, the bid quantities need to be amended to accommodate additional execution of work orders. The below quantity summarizes the adjusted total amount of the amended quantities to the contract. The attached document summarizes the amended quantity amounts for the bid contract.

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$232,170.00
This Change Order:	\$50,000.00
Total Cost of Change Orders:	\$282,170.00
Original Contract Amount:	\$167,830.00

File #: 18-989, Version: 1

Revised Contract Amount: \$450,000.00
Percent Change in Contract: 168.13%
Applicable to Comp. Bid Act: 0.0%

Cost: \$50,000.00

Funding Source: Work Order Specific

Requested By: Alex Mills, PE CFM, Engineering and Construction Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Portland Cement Concrete Street Repair Change Order #CO4

Recommendation:

Approve the Change Order CO4 for the Portland Cement Concrete Street Repairs Contract.

Contract Change Order # 4

Project Name:	Portland Cement Concrete Street Repair	Project Number:	Bid No. 16.126 A
Project Location:	City of Broken Arrow	Date of Application:	Tuesday, January 9, 2018
Contractor:	Cherokee Pride, Inc.	Submitted By:	Harlan Yoakum

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

Extension of Contract Values: per Division IV - Special Provisions, the contract has been renewed for another 365 days in length within this change order, due to this extension of contract time, the bid quantities need to be amended to accommodate additional execution of

- 1) work orders. The below quantity summarizes the adjusted total amount of the amended quantities to the contract.

Change in Contractual Project Time:

Per Division IV, the Contractor has agreed to extend the contract through April of 2018 at the current bid prices. An additional 365 days

- 1) will be added to the contract time.

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☒ Other: Contract Extension Agreement

Change Order Quantities

Item#	(Spec)	Item	Units	Price	Original Bid Quantity	Current Installed Quantity	Current Budget Spent
1	SP-9	Remove and Replace PC Concrete Street Section (10 SY+)	SY	\$ 59.00	1100.00	1500	\$ 88,500.00
2	SP-10	Remove and Replace PC Concrete Barrier Curb and Gutter	LF	\$ 24.00	75.00	850	\$ 20,400.00
3	SP-10	Remove and Replace PC Concrete Mountable Curb and Gutter	LF	\$ 16.00	25.00	7	\$ 112.00
4	SP-11	Remove and Replace PC Concrete Sidewalk	SY	\$ 55.00	100.00	1500	\$ 82,500.00
5	SP-12	Remove and Replace Driveway (High-Early Strength)	SY	\$ 58.00	30.00	500	\$ 29,000.00
6	SP-13	Remove and Replace Handicap Ramp (Type "A") with ADA Tactile Warning System	EA	\$ 740.00	4.00	25	\$ 18,500.00
7	SP-14	Remove and Replace Handicap Ramp (Type "B") with ADA Tactile Warning System	EA	\$ 720.00	4.00	75	\$ 54,000.00
8	SP-14	Remove and Replace Precast Concrete Inlet Hoods	EA	\$ 750.00	1.00	1	\$ 750.00
9	SP-15	Sawing Pavement (10" or Less)	LF	\$ 10.00	20.00	1	\$ 10.00
10	SP-16	Formed Barrier Curb and Gutter (50 ft or Less in Length)	LF	\$ 20.00	35.00	35	\$ 700.00
11	SP-16	Formed Mountable Curb and Gutter (50 ft or Less in Length)	LF	\$ 16.00	15.00	1	\$ 16.00
12	SP-16	Formed Barrier Curb and Gutter (More than 50 ft in Length)	LF	\$ 20.00	75.00	1	\$ 20.00
13	SP-16	Formed Mountable Curb and Gutter (More than 50 ft in Length)	LF	\$ 16.00	25.00	199	\$ 3,184.00
14	SP-16	Slip-formed Barrier Curb and Gutter (1,000 LF or more)	LF	\$ 6.00	1500.00	1	\$ 6.00
15	SP-16	Slip-formed Mountable Curb and Gutter (1,000 LF or more)	LF	\$ 5.00	500.00	1	\$ 5.00
16	SP-17	Furnish and Install Segmental Retaining Wall 4ft high or less (less than 200 SF)	SF	\$ 34.00	100.00	1	\$ 34.00
17	SP-17	Furnish and Install Segmental Retaining Wall 4ft high or less (more than 200 SF)	SF	\$ 34.00	250.00	157	\$ 5,338.00
18	SP-18	Formed Concrete Sidewalk (less than 200ft in Length) In Place	SY	\$ 40.00	50.00	200	\$ 8,000.00

**Public Contract
Application for
Contractual Changes**

Engineering and Construction Department

485 N. Poplar, Broken Arrow, OK. 74012

Fax: 918-259-8453 - Office: 918-259-7000

19	SP-18	Formed Concrete Sidewalk (more than 200ft in Length) In Place	SY	\$ 40.00	300.00	1400	\$ 56,000.00
20	SP-19	Install Handicap Ramp (Type "A") with ADA Tactile Warning	EA	\$ 500.00	20.00	10	\$ 5,000.00
21	SP-19	Install Handicap Ramp (Type "B") with ADA Tactile Warning	EA	\$ 500.00	20.00	25	\$ 12,500.00
22	SP-20	Flowable Fill Installed	CY	\$ 120.00	5.00	1	\$ 120.00
23	SP-21	Patterned Concrete Sidewalks (Colored)	SY	\$ 90.00	50.00	1	\$ 90.00
24	SP-22	Miscellaneous Concrete	CY	\$ 400.00	20.00	90	\$ 36,000.00
25	SP-23	Adjust Valve Box to Grade (including Concrete Collars Less than 4")	EA	\$ 100.00	10.00	10	\$ 1,000.00
26	SP-24	Adjust Manholes to Grade (including Concrete Collars Less than 4")	EA	\$ 200.00	10.00	1	\$ 200.00
27	SP-25	Adjust Inlets to Grade	EA	\$ 200.00	10.00	1	\$ 200.00
28	SP-26	Miscellaneous Reinforcing Steel	LB	\$ 2.00	1000.00	4499	\$ 8,998.00
29	SP-27	Solid Slab Sod	SY	\$ 3.00	1000.00	251	\$ 753.00
30	SP-28	15" Corrugated Polyethylene Drainage Conduit, In Place	LF	\$ 30.00	20.00	1	\$ 30.00
31	SP-29	18" Corrugated Polyethylene Drainage Conduit, in Place	LF	\$ 34.00	20.00	1	\$ 34.00
32	SP-30	15" Steel Drainage Conduit End Section, In Place	EA	\$ 200.00	2.00	1	\$ 200.00
33	SP-31	18" Steel Drainage Conduit End Section, in Place	EA	\$ 200.00	2.00	1	\$ 200.00
34	SP-32	Subgrade Method B	SY	\$ 4.00	10.00	800	\$ 3,200.00
35	SP-33	Separator Fabric	SY	\$ 4.00	10.00	600	\$ 2,400.00
36	SP-34	Aggregate Base Type A	CY	\$ 60.00	20.00	200	\$ 12,000.00

Summary of Project Costs

Total Previous Change Orders:	\$ 232,170.00	Original Contract Amount:	\$ 167,830.00
Current Change Order:	\$ 50,000.00	Amended Contract Amount:	\$ 450,000.00
Total Cost of Change Orders:	\$ 282,170.00	Percent Change in Contract:	168.13%
Total Cost Applicable to CBA:	\$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # <u>4</u>	in the sum of: \$ <u>50,000.00</u>	has been reviewed by all parties and is recommended for approval by:
Contractor Submitting Change Order:		
	Name	Signature Date
Construction Division Manager:	Timothy S Robins, PE	
	Name	Signature Date
Director of Engineering & Construction:	Alex Mills, PE	
	Name	Signature Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE	
	Name	Signature Date
City Manager:	Michael Spurgeon	
	Name	Signature Date

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☒ This change to the contract documents was approved at the City Council/BAMA meeting held on : Tuesday, August 21, 2018



Cherokee **Pride** Construction

3-15-18

Extention of Contract Time for:

Portland Cement Concrete Street Repair Contract

Cherokee Pride Construction is willing to extend the PCC Concrete street repair contract and all of its terms within for another year within the years of 2018-2019.

Contract: Bid No. 16.126 "A"

Harlan E. Yocham II

Cherokee **Pride** Construction
PO Box 28
Sapulpa, OK 74067

Email: harlanyocham@me.com
Phone: (918) 706-1630
Fax: (918) 224-7864



Current Total Number of Work Orders	<u>50</u>	
To Date Number of Work Orders Assigned to Tri-Star Construction, LLC.	<u>8</u>	
To Date Value of Contract Assigned to Tri- Star Construction LLC.	<u>\$ 150,069.33</u>	Current Contract Value <u>\$ 198,820.00</u>
To Date Number of Work Orders Assigned to Cherokee Pride, Inc.	<u>39</u>	
To Date Value of Contract Assigned to Cherokee Pride, Inc.	<u>\$ 373,541.49</u>	Current Contract Value <u>\$ 450,000.00</u>
To Date Total Value of Expenditures Per Department:		
Engineering and Construction	<u>\$ 14,382.90</u>	
Streets and Stormwater	<u>\$ 311,749.97</u>	
Utilities	<u>\$ 106,149.86</u>	
Parks and Recreation	<u>\$ 9,274.00</u>	
Fire	<u>\$ 61,198.10</u>	
Police	<u>\$ -</u>	
General Services	<u>\$ 600.00</u>	
Total Expenditures To Date on 2016-2017 PC Concrete Repairs Contract	<u>\$ 523,610.82</u>	
Cherokee Pride Original Contract Value:	Tri-Star Original Contract Value:	
<u>\$ 167,830.00</u>	<u>\$ 198,820.00</u>	
Cherokee Pride Contract Change Orders:	Tri-Star Contract Change Orders	
#1 \$ 108,249.99		
#2 \$ 73,920.01		
#3 \$ 50,000.00		
#4 \$ 50,000.00		

2016 -2017 Contract Work Orders

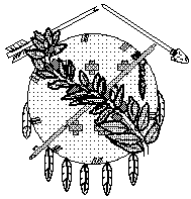
Work Order Number	Work Order Cost	Contractor Assigned	Date Start	Estimated Finish Date	Contract Admin Assigned	Department Funding Work Order
CP-WO-01	\$ 4,068.00	Cherokee Pride Construction, Inc.	4/25/2016	6/8/2016	Streets Department	Streets and Storm Water
CP-WO-02	\$ 16,187.99	Cherokee Pride Construction, Inc.	4/25/2016	6/8/2016	Streets Department	Streets and Storm Water
CP-WO-03	\$ 23,557.53	Cherokee Pride Construction, Inc.	4/25/2016	6/8/2016	Streets Department	Streets and Storm Water
CP-WO-04	\$ 42,544.40	Cherokee Pride Construction, Inc.	5/9/2016	6/23/2016	Streets Department	Streets and Storm Water
CP-WO-05	\$ 8,420.00	Cherokee Pride Construction, Inc.	5/2/2016	6/18/2016	Streets Department	Streets and Storm Water
TS-WO-01	\$ 68,732.32	Tri-Star Construction, LLC	5/9/2016	6/23/2016	Streets Department	Streets and Storm Water
TS-WO-02	\$ 13,171.32	Tri-Star Construction, LLC	4/25/2016	6/8/2016	Streets Department	Streets and Storm Water
TS-WO-03	\$ 3,200.00	Tri-Star Construction, LLC	7/5/2016	8/18/2016	Streets Department	Streets and Storm Water
TS-WO-04	\$ 4,508.42	Tri-Star Construction, LLC	8/19/2016	9/4/2016	Utilities Department	Utilities
TS-WO-05	\$ 7,927.38	Tri-Star Construction, LLC	8/26/2016	9/9/2016	Utilities Department	Utilities
TS-WO-06	\$ 14,303.64	Tri-Star Construction, LLC	8/26/2016	9/9/2016	Utilities Department	Utilities
CP-WO-06	VOID					
CP-WO-07	VOID					
WO-013	\$ 7,714.00	Cherokee Pride Construction, Inc.	10/3/2016	11/2/2016	Joe Vardasco	Utilities
WO-014	\$ 1,212.27	Cherokee Pride Construction, Inc.	10/3/2016	11/2/2016	Joe Vardasco	Utilities
WO-015	\$ 2,792.90	Cherokee Pride Construction, Inc.	10/3/2016	11/2/2016	Joe Vardasco	Engineering and Construction
WO-016	\$ 13,085.00	Cherokee Pride Construction, Inc.	11/5/2016	12/5/2016	Joe Vardasco	Utilities
WO-017	\$ 28,146.25	Tri-Star Construction, LLC	12/10/2016	1/30/2017	Joe Vardasco	Streets and Storm Water
WO-018	\$ 986.00	Cherokee Pride Construction, Inc.	11/5/2016	12/5/2016	Joe Vardasco	Utilities
WO-019	\$ 8,227.15	Cherokee Pride Construction, Inc.	12/10/2016	1/10/2017	Joe Vardasco	Utilities
WO-020	\$ 2,587.60	Cherokee Pride Construction, Inc.	12/10/2016	12/20/2016	Joe Vardasco	Fire
WO-021	\$ 5,416.00	Cherokee Pride Construction, Inc.	1/10/2017	2/10/2017	Joe Vardasco	Utilities
WO-022	\$ 3,440.50	Cherokee Pride Construction, Inc.	1/10/2017	2/10/2017	Joe Vardasco	Utilities
WO-023	\$ 19,014.00	Cherokee Pride Construction, Inc.	1/10/2017	2/10/2017	Joe Vardasco	Streets and Storm Water
WO-024	\$ 9,311.00	Cherokee Pride Construction, Inc.	2/14/2017	3/14/2017	Joe Vardasco	Utilities
WO-025	\$ 420.00	Cherokee Pride Construction, Inc.	2/14/2017	3/14/2017	Joe Vardasco	Utilities
WO-026	\$ 5,649.15	Cherokee Pride Construction, Inc.	3/10/2017	4/10/2017	Joe Vardasco	Streets and Storm Water
WO-027	\$ 1,798.00	Cherokee Pride Construction, Inc.	3/6/2017	4/6/2017	Joe Vardasco	Utilities
WO-028	\$ 5,984.00	Cherokee Pride Construction, Inc.	3/10/2017	4/10/2017	Joe Vardasco	Parks and Recreation
WO-029	\$ 7,420.00	Cherokee Pride Construction, Inc.	5/30/2017	6/30/2017	Chad Nichols	Streets and Storm Water
WO-030	\$ 600.00	Cherokee Pride Construction, Inc.	3/20/2017	4/20/2017	Joe Vardasco	General Services
WO-031	\$ 10,004.00	Cherokee Pride Construction, Inc.	3/5/2017	4/5/2017	Joe Vardasco	Streets and Storm Water
WO-032	\$ 15,238.50	Cherokee Pride Construction, Inc.	4/4/2017	5/5/2017	Joe Vardasco	Utilities
WO-033	\$ 13,412.00	Cherokee Pride Construction, Inc.	4/4/2017	4/5/2017	Joe Vardasco	Streets and Storm Water
WO-034	\$ 2,115.00	Cherokee Pride Construction, Inc.	3/10/2017	3/25/2017	Joe Vardasco	Utilities
WO-035	\$ 11,523.00	Cherokee Pride Construction, Inc.	4/4/2017	5/5/2017	Joe Vardasco	Streets and Storm Water
WO-036	\$ 1,600.00	Cherokee Pride Construction, Inc.	4/10/2017	4/25/2017	Chad Nichols	Parks and Recreation
WO-037	\$ 8,981.00	Cherokee Pride Construction, Inc.	5/5/2017	5/20/2017	Chad Nichols	Utilities
WO-038	\$ 22,771.00	Cherokee Pride Construction, Inc.	5/5/2017	5/20/2017	Joe Vardasco	Streets and Storm Water
WO-039	\$ 1,466.00	Cherokee Pride Construction, Inc.	6/19/2017	7/19/2017	Joe Vardasco	Utilities
WO-040	\$ 10,080.00	Tri-Star Construction, LLC	5/16/2017	5/30/2017	Chad Nichols	Engineering and Construction
WO-041	\$ 12,980.00	Cherokee Pride Construction, Inc.	6/19/2017	7/19/2017	Chad Nichols	Streets and Storm Water
WO-042	\$ 34,650.00	Cherokee Pride Construction, Inc.	9/25/2017	10/25/2017	Chad Nichols	Fire
WO-043	\$ 5,990.00	Cherokee Pride Construction, Inc.	7/17/2017	8/17/2017	Chad Nichols	Fire
WO-044	\$ 2,170.50	Cherokee Pride Construction, Inc.	10/30/2017	10/30/2017	Chad Nichols	Fire
WO-045	\$ 1,510.00	Cherokee Pride Construction, Inc.	11/14/2017	11/20/2017	Chad Nichols	Engineering and Construction
WO-046	\$ 1,690.00	Cherokee Pride Construction, Inc.	11/15/2017	11/25/2017	Chad Nichols	Parks and Recreation



WO-47	\$ 21,205.00	Cherokee Pride Construction, Inc.
WO-48	VOID	
WO49	\$ 15,800.00	Cherokee Pride Construction, Inc.

5/18/2018	6/18/2018
VOID	VOID
8/1/2018	9/1/2018

Chad Nichols	Streets and Storm Water
Chad Nichols	Fire



City of Broken Arrow

Request for Action

File #: 18-978, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

**Notification of City Manager's, Assistant City Manager's and
Department Director's execution of Professional Consultant
Agreements with a value of less than \$25,000**

Background:

The City Manager is authorized by ordinance to approve contract actions up to \$25,000, including A/E agreements, professional consultant agreements and amendments, and construction contracts. In addition, the City Manager has authorized the Assistant City Managers to execute contract actions up to \$15,000.00. Furthermore, Department Directors are authorized by ordinance to execute contract actions up to \$5,000.00.

The City Manager approved the following Agreements for Professional Consulting Services:

- Agreement for Professional Surveying and Related Support Services for the City of Broken Arrow with Geodeca, LLC, Project No. SURV 19-01, \$15,000.00
- Contract for Professional Real Estate Appraisal Services for the City of Broken Arrow with Roberson & Company Realty Advisors, LLC, Project Number S.1609, County Line Trunk Sewer Replacement, Phase I, \$3,200.00
- Agreement for Professional Consultant Services with the City of Broken Arrow and Wallace Engineering - Structural Consultants, Inc. for Fire Station Number 2 Peer Review, Project Number 193509, \$20,950.00

Cost: \$15,000.00
 \$3,200.00
 \$20,950.00

Funding Source: Individual Project Accounts and Engineering Operational Budget
 Oklahoma Water Resources Board - FAP Loan
 Fire Sales Tax Fund

Requested By: Alex Mills, P.E., Engineering and Construction Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Geodeca, LLC Agreement

Roberson & Company Realty Advisors, LLC, Contract

Wallace Engineering - Structural Consultants, Inc., Agreement

Recommendation:

No action required.

CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-19-01

1. Architect/Engineer Firm:

- a. Name: Geodeca, LLC
- b. Telephone No.: (918) 806-1740
- c. Address: P. O. Box 330281, Tulsa, OK 74133-0281

2. Project Title and Location: Professional Surveying and Related Support Services for City of Broken Arrow

3. Contract for: Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis in accordance with the attached hourly rates as requested by the City.

4. Contract Data:

- a. Contract Amount: Not to exceed amount of Fifteen Thousand Dollars (\$15,000.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 360 calendar days.

5. The City of Broken Arrow, represented by the City Manager, and the Professional Service Provider, identified in paragraph 1, agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by the City Manager on: 7/31/2018

CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-19-01

The City of Broken Arrow and Geodeca, LLC, with its principal place of business located at P.O. Box 330281, Tulsa, OK 74133, hereby enters into the following Contract:

The City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Surveying and related support services associated with public work projects. Professional Surveying services to include site surveying, legal description and exhibit preparation, and other surveying services as needed by the City.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Three Hundred Sixty (360) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Fifteen Thousand and No/100 (\$15,000.00) for the entire Scope of the Professional Services rendered. The City Engineer will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the consultant and the City on the hours required for the work item. The Consultant shall submit invoices requesting payment for services rendered to the City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Consultant agrees to abide by and comply with all of the City's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

Lesli Myers
Assistant City Attorney

Attest:

Attest:



City Clerk



City of Broken Arrow

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

Date 7/3/18

Geodeca, LLC

By: Runeil M. M.

Attest:

Corporate Secretary (Seal)

Date: _____

VERIFICATIONS

State of Oklahoma)
) §.
County of Tulsa)

Before me, a Notary Public, on this 31st day of July, 2018,
personally appeared Russell Muzika, known to me to be the (President,
Vice-President, Corporate Officer, Member, Partner or Other: _____
(Please circle or specify)) of Geodeca, LLC to be the identical person who executed the within
and foregoing instrument, and acknowledged to me that he executed the same as his free and
voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

12/14/2021

Sammy R. Seal
Notary Public



TAMMY R. SEALE
Notary Public
Tulsa County
State of Oklahoma
Commission # 17011422
Expires: Dec. 14, 2021

**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER SURV-19-01**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Professional Surveying services to include site surveying, legal description and exhibit preparation, and other surveying services as needed by the City. Work performed under the contract shall be performed on an hourly basis as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Consultant all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1 The Consultant shall provide Professional Surveying services for site surveying; prepare sign/seal legal descriptions, exhibits and other surveying related services.

3.2 Work will be billed at the hourly rates attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Consultant.

[END OF CONTRACT SPECIAL PROVISIONS]



GEODECA LLC
Land Survey Company
6028 S 66th E Ave. Suite 101
Tulsa, OK 74145
Office: 918.949.4064
Fax: 918.949.4085
www.geodeca.com
OK CA #5524. Renewal 6.30.2018

Standard

2017 Hourly Rates

Field: (Total Station, Level, Tape, Reconnaissance, GPS, RTK, Static etc)

1 Man Crew	----	\$134.00 p/h
2 Man Crew	----	\$166.00 p/h
3 Man Crew	----	\$198.00 p/h

Field minimum charge ---- one hour plus drive time to and from site per day

Office:

Administration	----	\$68.00 p/h, minimum charge one half hour
Technician/Drafter	----	\$78.00 p/h, minimum charge one half hour
Professional Surveyor	----	\$116.00 p/h, minimum charge one Quarter hour

Fees listed are typical and calculated on quarter hour increment.
Fees are negotiable for unusual conditions or requirements.
Daily Drive Time is included in hourly calculations.
Call for Lump Sum Proposals.

This document is confidential and is intended for recipient only.

S.R. 2017

**CONTRACT
CITY OF BROKEN ARROW
REAL ESTATE APPRAISAL SERVICES
PROFESSIONAL SERVICES CONTRACT
CONTRACT NUMBER S.1609**

1. Architect/Engineer Firm:

- a. Name: Roberson & Company Realty Advisors, LLC
- b. Telephone No.: 918-995-2503
- c. Address: 1123 West Main Street, Jenks, OK 74037

2. Project Title and Location: County Line Trunk Sewer Replacement: Phase I

3. Contract for: Real estate appraisal services for determining the market value of the Fee Simple estate interest in the parcel. The intended use of this report is to assist the City of Broken Arrow in the decision making process relating to property acquisition.

4. Contract Data:

- a. Contract Amount: Not to exceed Three thousand two hundred dollars (\$3,200.00).
- b. Liquidated Damages are not a part of this Contract.
- c. This Contract will remain in effect for a period of thirty (30) days from the date of execution.

5. The City of Broken Arrow ("City"), represented by the Acting City Manager, and the Consultant, identified in paragraph 1 ("Service Provider") agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. General Provisions set out in this Contract.
- d. Service Provider's proposal for this Contract, attached as Exhibit A.

6. Contract approved by the Director of Engineering and Construction on: _____

**CITY OF BROKEN ARROW
RIGHT OF WAY AND EASEMENT ACQUISITION
PROFESSIONAL SERVICES CONTRACT
CONTRACT NUMBER S.1609**

The City of Broken Arrow, a Municipal corporation ("City") and Roberson & Company Realty Advisors, LLC, ("Service Provider") with principal place of business located at 1123 W Main Street, Jenks, OK 74037, hereby enter into the following Contract:

The City Manager, representing the City, desires to employ the professional services of Roberson & Company Realty Advisors, LLC, to provide real estate appraisal services for County Line Trunk Sewer Replacement, Phase I.

The Service Provider shall perform real estate appraisal services for determining the market value of the Fee Simple estate interest in the parcel. The intended use of this report is to assist the City of Broken Arrow in the decision making process relating to property acquisition.

The Service Provider shall be compensated for required service at the proposed price of \$3,200.00. The proposal is attached as Exhibit A.

Professional Services rendered are payable following the first eligible City Council meeting following the date of invoice submittal. The Service Provider shall submit a payment request to the Engineering Department when the work is completed.

The Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the services in a professional manner.

The parties agree that the Service Provider's position is not a traditional City employee position. Therefore, it is agreed that the above compensations include all direct and indirect costs of the services provided, and the Service Provider is not eligible for any benefits paid to regular full-time City employees. The Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

The Service Provider shall be responsible for the cost of all his own insurance policies as may be necessarily required for professional liability insurance, auto insurance, and/or health insurance.

The foregoing Professional Services Contract is contractual in nature, superseding all previous negotiations, and may not be modified except in writing, which is executed by the parties bound thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.


Approved as to form:

City of Broken Arrow, a municipal corporation

Lesli Myers
Assistant City Attorney

By: [Signature]
Alex Mills, Director of Engineering and Construction

Attest: [Signature]
City Clerk [Seal]



Date: _____

Roberson & Company Realty Advisors, LLC

By: [Signature]
David C. Roberson, MAI, SRA

Attest:

Corporate Secretary (Seal)

Date: _____

VERIFICATIONS

State of Oklahoma)
) §.
County of Tulsa)

Before me, a Notary Public, on this 30th day of June, 2018, personally appeared David C. Roberson, known to me to be the Principal Managing Member of Roberson & Company Realty Advisors, LLC and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



Carla D. Kennard
Notary Public

EXHIBIT A
SERVICE PROVIDER'S PROPOSAL

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
FIRE STATION NO. 2 PEER REVIEW
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 193509**

1.0 Professional Consulting Firm:

- 1.1 Name: Wallace Engineering – Structural Consultants, Inc.
- 1.2 Telephone No.: 918-584-5858
- 1.3 Address: 300 East Mathew B. Brady
Tulsa, OK 74103

2.0 Project Name/Location: Fire Station No. 2 Peer Review, Broken Arrow, Oklahoma.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to perform a structural peer review, a structural damage and elevation survey, testing recommendations and a repair cost estimate of Fire Station No. 2 at 2300 West Norfolk Drive South, in Broken Arrow, Oklahoma.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$20,950.00
- 4.2 Agreement Time: 90 calendar days
- 4.3 Estimated Construction Cost: \$ TBD

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

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

6.0 Agreement Approved by the Owner on:

August 3, 2018

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC. (CONSULTANT)
FOR
FIRE STATION NO. 2 PEER REVIEW
PROJECT NO. 193509**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Wallace Engineering – Structural Consultants, Inc. (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to perform a structural peer review, a structural damage and elevation survey, testing recommendations and a repair cost estimate of Fire Station No. 2 (PROJECT) in which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the 3 day of August, 2018.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing standard for similar services with respect to projects of comparable function and

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

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 9.

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the CONSULTANT has acted in good faith and performed his duties in accordance with this AGREEMENT, CONSULTANT shall not be liable to OWNER for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other PROJECT participant to fulfill contractual or other responsibilities to the OWNER, failure to finish or construct the PROJECT in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-

performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

ARTICLE 17 - COMMUNICATIONS

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

OWNER:

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

CONSULTANT:

Wallace Engineering – Structural Consultants, Inc.
200 East Mathew B. Brady
Tulsa, OK 74103
Contact Name: Tom Wallace, P.E.
Chairman of the Board
Project Engineer

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

ARTICLE 18 - WAIVER

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

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INTEGRATION

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

ARTICLE 21 - SUCCESSORS AND ASSIGNS

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

ARTICLE 22 - ASSIGNMENT

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

ARTICLE 23 - THIRD PARTY RIGHTS

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

ARTICLE 24 - COMPLETION

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

ARTICLE 25 - IMMIGRATION COMPLIANCE

25.1 Consultant shall demonstrate that he:

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

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

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

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

25.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 25.1 above.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:

City of Broken Arrow

Approved as to form:

By *Gesli Myers*
Assistant City Attorney

By *Michael L. Spurge*
Michael L. Spurgeon, City Manager

Date 8/3/18

Attest:

Carly
City Clerk



CONSULTANT:

Wallace Engineering – Structural
Consultants, Inc.

By *Thomas W. Wallace*

Title Chairman of the Board

Date 7.24.18

Attest:

[Signature]
Corporate Secretary (Seal)

Date 7/24/2018

VERIFICATIONS (If not a corporation)

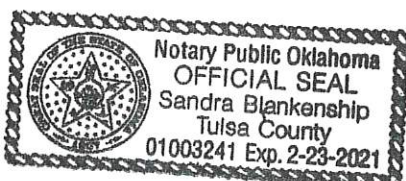
State of Oklahoma)
)
County of Tulsa)

Before me, a Notary Public, on this 24th day of July, 2018,
personally appeared Thomas W. Wallace, known to be an OWNER, Principal and
Chairman of the Board of Wallace Engineering – Structural Consultants, Inc., and to be the
identical person who executed the within and foregoing instrument, and acknowledged to me
that he executed the same as his free and voluntary act and deed for the uses and purposes
therein set forth.

My Commission Expires:

2-23-2021

Sandra Blankenship
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC. (CONSULTANT)
FOR
FIRE STATION NO. 2 PEER REVIEW
PROJECT NO. 193509**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 3 day of August, 2018.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to structural peer review, structural damage and elevation survey, testing recommendations and repair cost estimate for the settlement damage at Fire Station No. 2 at 2300 West Norfolk Drive South, in Broken Arrow, Oklahoma. These documents shall include, but not be limited to, the following: a structural review of the existing Construction Documents and Calculations for the existing building, a structural damage and elevation survey, testing recommendations, a cost estimate for repair construction and a design manual including all numerical calculations supporting the intent of the review.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of an existing 11,848 s.f. fire station building, constructed in 2012. The structure consists of exterior load-bearing precast concrete walls with precast concrete double tee roof members. The double tees are over-framed with lightgage steel roof trusses and form a pitched roof. The load-bearing walls are supported by shallow, reinforced concrete spread footings. The building is laterally braced by precast concrete shearwalls.
- 2.2 Structural damage has occurred in the form of precast wall panel joint separations, precast double tee roof member joint separation and spalling of precast double tee roof member connections. Additionally, the floor slab in the apparatus bay has cracked and settled.
- 2.3 CONSULTANT will provide a peer review of the original structural design; make recommendations for additional geotechnical testing and upon request and amending this agreement repairs of structural members and stabilization of foundation movements, including construction documents, bidding support and

construction administration for repairs.

- 2.4 OWNER will provide a Geotechnical Report (Soils Report) and other testing based on recommendations from CONSULTANT.
- 2.5 Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the City.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as project schedule and milestone dates.
 - 3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phases.
- 3.2 **PHASE 1:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 STRUCTURAL REVIEW:
 - Review original structural Construction Documents for building
 - Review original structural calculations for building
 - Review original geotechnical report for building and site
 - Review investigative reports by other engineering firms
 - Review previous repair documents and reports
 - Structural Review written report
 - 3.2.2 STRUCTURAL DAMAGE AND ELEVATION SURVEY:
 - Provide survey and documentation of cracks and damage in structural elements and slab-on-grade
 - Provide existing slab-on-grade elevation survey and documentation
 - Provide existing horizontal brick joint elevation survey and documentation
 - 3.2.3 TESTING RECOMMENDATIONS:
 - May include providing recommendations for geotechnical testing to determine potential for future settlement
 - May include providing a request for testing to provide geotechnical repair recommendations and repair element bearing values
 - May include providing recommendations to monitor future movement
 - 3.2.4 COST ESTIMATE:
 - Prepare construction cost estimate
- 3.3 **PHASE 2:** This phase will be addressed by amendment at OWNER'S request to receive consultant services for Construction Documents, Bidding and Permitting, Construction Administration and Record Drawings.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC. (CONSULTANT)
FOR
FIRE STATION NO. 2 PEER REVIEW
PROJECT NO. 193509**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 3 day of August, 2018.

- 1.0 STRUCTURAL REVIEW REPORT:** The CONSULTANT shall submit a written report describing the findings of the structural peer review of existing documents and existing structural damage and slab-on-grade elevation survey and horizontal brick joint elevation survey. The report shall include recommendations for further testing as considered necessary to provide repair design and construction documents as well as a construction cost estimate for repair.
- 2.0 CONSTRUCTION PLANS AND SPECIFICATIONS:** At OWNER'S request, construction plans and specifications for repairs will be address in an Agreement Amendment.

**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC. (CONSULTANT)
FOR
FIRE STATION NO. 2 PEER REVIEW
PROJECT NO. 193509**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 3 day of August, 2018.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 NONE

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC. (CONSULTANT)
FOR
FIRE STATION NO. 2 PEER REVIEW
PROJECT NO. 193509**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 3 day of August, 2018.

1.0 BASIC COMPENSATION

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

- 1.1** The OWNER shall pay the CONSULTANT on an hourly basis as with a maximum, not-to-exceed amount of \$20,950. This fee does not include sub-consultant fees, such as geotechnical or testing services. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of a structural review report describing the findings of the structural peer review of existing documents and existing structural damage and slab-on-grade elevation survey and horizontal brick joint elevation survey. The report shall include recommendations for further testing as considered necessary to provide repair design and construction documents as well as a cost estimate for the construction of the repairs. Invoices will be submitted monthly.

- 1.2 Hourly Rates:** The CONSULTANT shall bill at the following hourly rates:

Principal	\$190.00	Technical Designer I	\$125.00
Associate	\$170.00	Intern Engineer	\$125.00
Professional Engineer II	\$150.00	CADD Technician III	\$120.00
Professional Engineer I	\$135.00	CADD Technician II	\$110.00
Land Planner II	\$150.00	CADD Technician I	\$100.00
Land Planner I	\$135.00	Administrative	\$85.00
Technical Designer II	\$135.00		

- 1.3** The OWNER may negotiate other professional service fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in section 1.2 above include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit effective as of July 1,

2018 for engineering services.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC. (CONSULTANT)
FOR
FIRE STATION NO. 2 PEER REVIEW
PROJECT NO. 193509**

PROJECT SCHEDULE

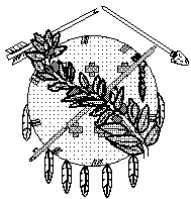
The following estimated schedule shall be made a part of the AGREEMENT dated the 3
day of August, 2018.

1.0 PHASE 1:

- 1.1 Notice to Proceed: August 14, 2018
- 1.2 Structural review of existing construction documents and calculations: August 14 – September 14, 2018
- 1.3 Structural review of existing precast concrete design and calculations: August 14 – September 14, 2018
- 1.4 Structural damage and elevation survey: August 14 – September 14, 2018
- 1.5 Testing as recommended by CONSULTANT: September 14, 2018
- 1.6 Receive results of recommended testing: October 12, 2018
- 1.7 Prepare structural review report, recommendations and cost estimate for repair: October 12 - October 26, 2018
- 1.8 Owner Review: October 26 – November 9, 2018

2.0 PHASE 2:

- 2.1 To be Determined by Agreement Amendment



City of Broken Arrow

Request for Action

File #: 18-962, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Acceptance of a Deed of Dedication from Dunhill Properties Rental, LLC by Abdul Salam Alhlou, on property located one-quarter mile east of Elm Place, north of Kenosha Street, Tulsa County, State of Oklahoma (Section 02, T18N, R14E)

Background:

The applicant/owner Abdul Salam Alhlou, has submitted an application requesting the acceptance of dedication of 60 feet of right-of-way along the north side of Kenosha Street for the entire arterial street frontage of the property.

Mr. Alhlou is submitting applications for the dedication of right-of-way and utility easement along the property in preparation for a lot split which will go before the Planning Commission on August 23, 2018. This dedications is a requirement of the lot split.

Staff has reviewed the documents and recommends acceptance of the deed of dedication.

Cost: \$0

Funding Source: None

Requested By: Michael Skates, Development Services Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Deed of Dedication
Exhibit A

Recommendation:

Accept the Deed of Dedication.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **DUNHILL PROPERTIES RENTAL, LLC** by **ABDUL SALAM ALHLOU**, its **GENERAL PARTNER**, the Owner 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 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:

SEE EXHIBIT "A"

for the purpose of permitting the City to construct a public street thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto, which may include, but not necessarily be limited to franchised public utilities and telecommunication services; and to use and maintain the same, and of affording the City, its officers, agents, employees, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, repairing and maintaining of such construction.

TO HAVE TO HOLD such property unto the City of Broken Arrow, its successors and assigns, forever.

DATED this 1 day of August, 2018.

DUNHILL PROPERTIES RENTAL, LLC

By:

ABDUL SALAM ALHLOU
GENERAL PARTNER

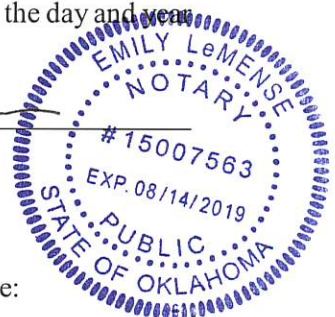
State of Oklahoma)
County of Tulsa) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on the 1 day of August, 2018, personally appeared Donald R. and Donna J Tredway to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that they executed the same as their free and voluntary act and deed 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: 8/14/19

Emily LeMense
Notary Public



Approved as to Form:


Approved as to Substance:

Assistant City Attorney

City Manager

Development Services: _____ Date Checked: _____

Location Map

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
UNP = UNPLATTED
 = PROPOSED 60'
RIGHT-OF-WAY



0 40 80 120
SCALE: 1"=80'

**Right-Of-Way Dedication Exhibit
of
Part of the SW/4 of the SW/4
Sec. 2, T-18-N, R-14-E
City of Broken Arrow, Tulsa County, State of Oklahoma**

EXHIBIT - A
PAGE 1 OF 2



Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE	PHONE: (918) 665-3600
TULSA, OKLAHOMA 74135	FAX: (918) 665-8858
C.A. NO. 2421	EXP. DATE 6/30/19



EXHIBIT – A
(SHEET 2 OF 2)
LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION TWO (2); THENCE NORTH 88°32'07" EAST ALONG THE SOUTHERLY LINE OF THE SW/4 SW/4 OF SAID SECTION 2 FOR 751.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 01°12'00" WEST ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SHARP'S COMMERCIAL CENTER, A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FOR 60.00 FEET; THENCE NORTH 88°32'07" EAST PARALLEL WITH AND 60 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 437.89 FEET; THENCE SOUTH 24°27'36" WEST FOR 66.71 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW/4 SW/4; THENCE SOUTH 88°32'07" WEST ALONG SAID SOUTHERLY LINE FOR 409.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 25,407 SQUARE FEET OR 0.583 ACRES, MORE OR LESS.

LEGAL DESCRIPTION CERTIFICATION

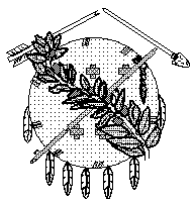
I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

7.30.2018
DATE

SISEMORE WEISZ & ASSOCIATES, INC.
BY SHAWN A. COLLINS


SHAWN A. COLLINS
PLS No. 1788, STATE OF OKLAHOMA
C. A. NO. 2421 EXPIRES 6/30/19





City of Broken Arrow

Request for Action

File #: 18-963, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Acceptance of a Utility Easement from Dunhill Properties Rental, LLC by Abdul Salam Alhlou, on property located one-quarter mile east of Elm Place, north of Kenosha Street, Tulsa County, State of Oklahoma (Section 02, T18N, R14E)

Background:

The applicant/owner Abdul Salam Alhlou, has submitted an application requesting the acceptance of a 17.5 foot wide utility easement along the north side of Kenosha Street for the entire arterial street frontage of the property.

Mr. Alhlou is submitting applications for the dedication of right-of-way and utility easement along the property in preparation for a lot split which will go before the Planning Commission on August 23, 2018. This easement is a requirement of the lot split.

Staff has reviewed the documents and recommends acceptance of the utility easement.

Cost: \$0

Funding Source: None

Requested By: Michael Skates, Development Services Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the Utility Easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, DUNHILL PROPERTIES RENTAL, LLC by ABDUL SALAM ALHLOU, its GENERAL PARTNER, the Owner, of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is 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 County, State of Oklahoma, to wit:

SEE EXHIBIT 'A'

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1 day of August, 2018.

DUNHILL PROPERTIES RENTAL, LLC

By:

ABDUL SALAM ALHLOU

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 1 day of August, 2018, personally appeared Donald R. and Donna J Tredway to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person 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: 8/14/19

Emily Lemense
Notary Public



Approved as to Form:

Approved as to Substance:

Assistant City Attorney

City Manager

Development Services: _____ Date Checked: _____

SOUTH LINE SEC. 2

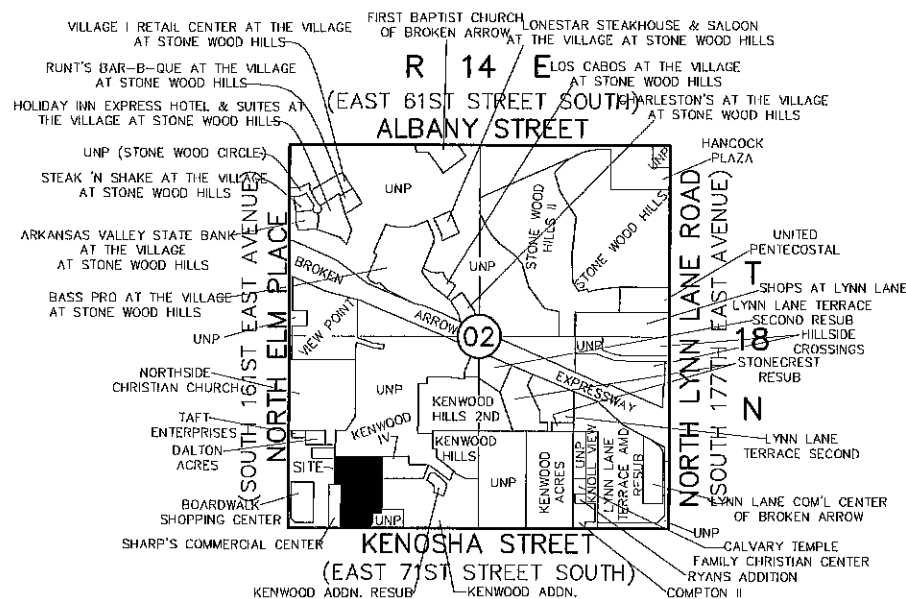
W. Kenosha St. (E. 71st St. S.)



0 40 80 120
SCALE: 1"=80'


Utility Easement Exhibit

of
PART OF THE SW/4 OF THE SW/4
SECTION 2, T-18-N, R-14-E
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



Location Map

Legend

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
UNP = UNPLATTED
 = PROPOSED 17.5'
UTILITY EASEMENT

DATE: 7/30/2018
WO#16705.17

EXHIBIT - A
PAGE 1 OF 2



Sisemore Weisz & Associates, Inc.

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

PHONE: (918) 665-3600
FAX: (918) 665-8668
EXP. DATE 6/30/19



EXHIBIT - A
(SHEET 2 OF 2)
LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION TWO (2); THENCE NORTH 88°32'07" EAST ALONG THE SOUTHERLY LINE OF THE SW/4 SW/4 OF SAID SECTION 2 FOR 751.00 FEET TO A POINT THAT IS ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SHARP'S COMMERCIAL CENTER, A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 01°12'00" WEST ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SHARP'S COMMERCIAL CENTER FOR 60.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 01°12'00" WEST ALONG THE EASTERLY LINE OF SAID SHARP'S COMMERCIAL CENTER FOR 17.50 FEET; THENCE NORTH 88°32'07" EAST PARALLEL WITH AND 77.50 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 446.32 FEET; THENCE SOUTH 24°27'36" WEST FOR 19.46 FEET; THENCE SOUTH 88°32'07" WEST PARALLEL WITH AND 60.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 437.89 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 7,736 SQUARE FEET OR 0.178 ACRES, MORE OR LESS.

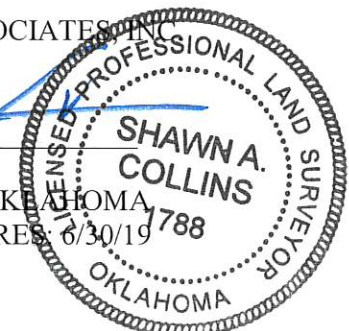
LEGAL DESCRIPTION CERTIFICATION

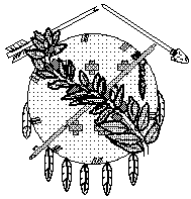
I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

7.30.2018
DATE

SISEMORE WEISZ & ASSOCIATES, INC.
BY SHAWN A. COLLINS


SHAWN A. COLLINS
PLS No. 1788, STATE OF OKLAHOMA
C. A. NO. 2421 EXPIRES 6/30/19





City of Broken Arrow

Request for Action

File #: 18-964, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Acceptance of a Deed of Dedication from Johnnie D. Parks and Randal F. Parks, on property located one-half mile north of New Orleans Street, east of 1st Place, Tulsa County, State of Oklahoma (Section 23, T18N, R14E)

Background:

The applicant/owner Johnnie D. Parks and Randal F. Parks, has submitted an application requesting the acceptance of dedication of 60 feet of right-of-way along the east side of 1st Place for the entire arterial street frontage of the property.

Mr. Parks is submitting applications for the dedication of right-of-way and utility easements along the street frontage of the property in response to conditions placed on the approval of PUD-278 and BAZ-2008. PUD-278 and BAZ-2008 were approved by the City Council on August 7, 2018, subject to right-of-way and utility easements being dedicated along 1st Place in accordance with the Subdivision Regulations.

Staff has reviewed the documents and recommends acceptance of the deed of dedication.

Cost: \$0

Funding Source: None

Requested By: Michael Skates, Development Services Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Deed of Dedication
Exhibit A

Recommendation:

Accept the Deed of Dedication.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Johnnie D. + Randal Parks the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, _____ County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the City of Broken Arrow for the benefit of the public, forever, the following described property, to wit:

SEE EXHIBIT "A"

for the purpose of permitting the City to construct a Road Right of Way thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto, which may include, but not necessarily be limited to franchised public utilities and telecommunication services; and to use and maintain the same, and of affording the City, its officers, agents, employees, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, repairing and maintaining of such construction.

TO HAVE TO HOLD such property unto the City of Broken Arrow, its successors and assigns, forever.

DATED this 8 day of August 2018.

Johnnie D. Parks
Randal I Parks

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on 8th day of August, 2018, personally appeared Johnnie D Parks, Randal I Parks to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed 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: 9-2-19

Dale Steelmon
Notary Public

Approved as to Form:

Approved as to Substance:

City Attorney

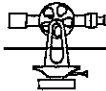
Mayor

Engineer _____ Checked: _____ Project:





1"=100'



WHITE SURVEYING COMPANY

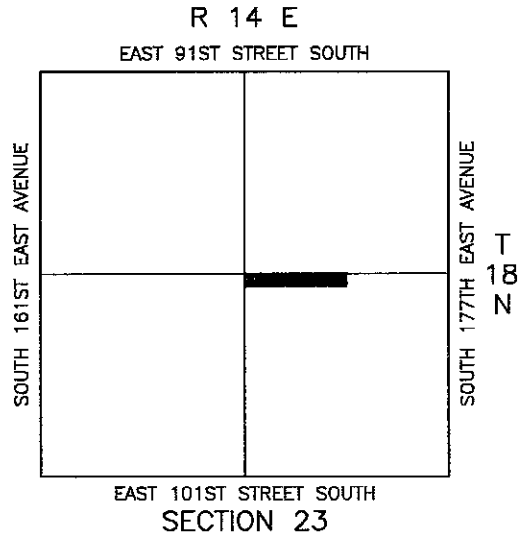
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 683-8924

EXHIBIT A

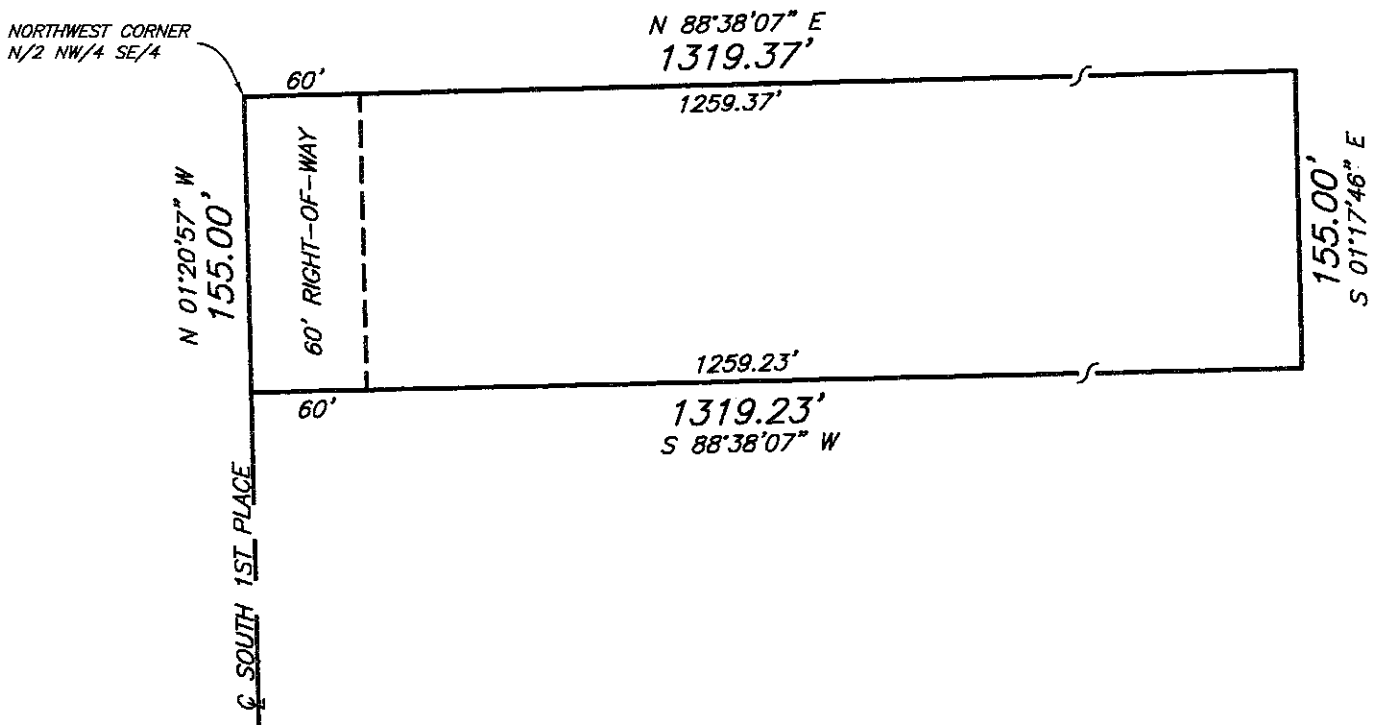
PART OF SE/4,
SECTION 23, T-18-N, R-14-E,
CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON:
THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.



LOCATION MAP



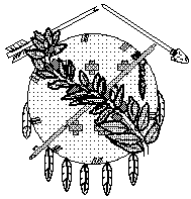
60 FOOT RIGHT-OF-WAY:

THE WEST 60.00 FEET OF THE NORTH 155 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (N/2 NW/4 SE/4) OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098
(RENEWAL 6/30/2019)

BY: Randy K. Shoefstall DATE: 8/9/2018
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1675



City of Broken Arrow

Request for Action

File #: 18-965, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Acceptance of a Utility Easement from Johnnie D. Parks and Randal F. Parks, on property located one-half mile north of New Orleans Street, east of 1st Place, Tulsa County, State of Oklahoma (Section 23, T18N, R14E)

Background:

The applicant/owner Johnnie D. Parks and Randal F. Parks, has submitted an application requesting the acceptance of a 17.5 foot wide utility easement along the east side of 1st Place for the entire street frontage of the property.

Mr. Parks is submitting applications for the dedication of right-of-way and utility easements along the street frontage of the property in response to conditions placed on the approval of PUD-278 and BAZ-2008. PUD-278 and BAZ-2008 were approved by the City Council on August 7, 2018, subject to right-of-way and utility easements being dedicated along 1st Place in accordance with the Subdivision Regulations.

Staff has reviewed the documents and recommends acceptance of the utility easement.

Cost: \$0

Funding Source: None

Requested By: Michael Skates, Development Services Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the Utility Easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Johnnie D + Randal F Parks the owner(s), 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(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

See attached Exhibit A

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 8 day of August 2018

Johnnie D Parks
Randal F Parks

State of Oklahoma)
County of Tulsa) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 8th day of August 2018, personally appeared Johnnie D Parks, Randal F Parks to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person 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: 9-2-19

Dala Steelmon
Notary Public

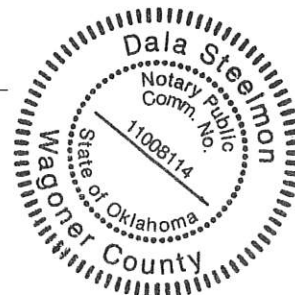
Approved as to Form:

Approved as to Substance:

Asst. City Attorney

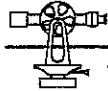
City Manager

Engineer: _____ checked: _____
Project: _____





1"=100'



WHITE SURVEYING COMPANY

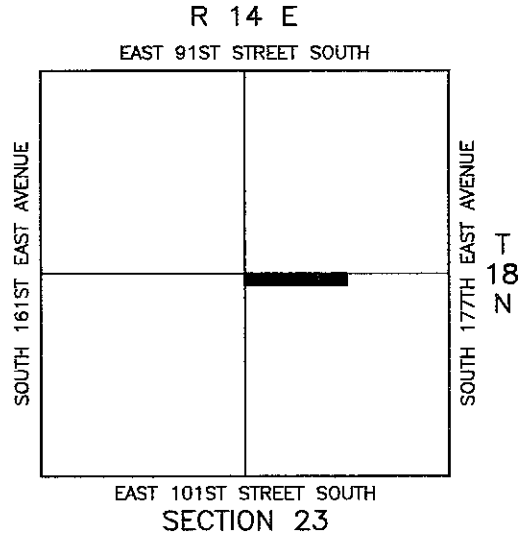
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

EXHIBIT A

PART OF SE/4,
SECTION 23, T-18-N, R-14-E,
CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

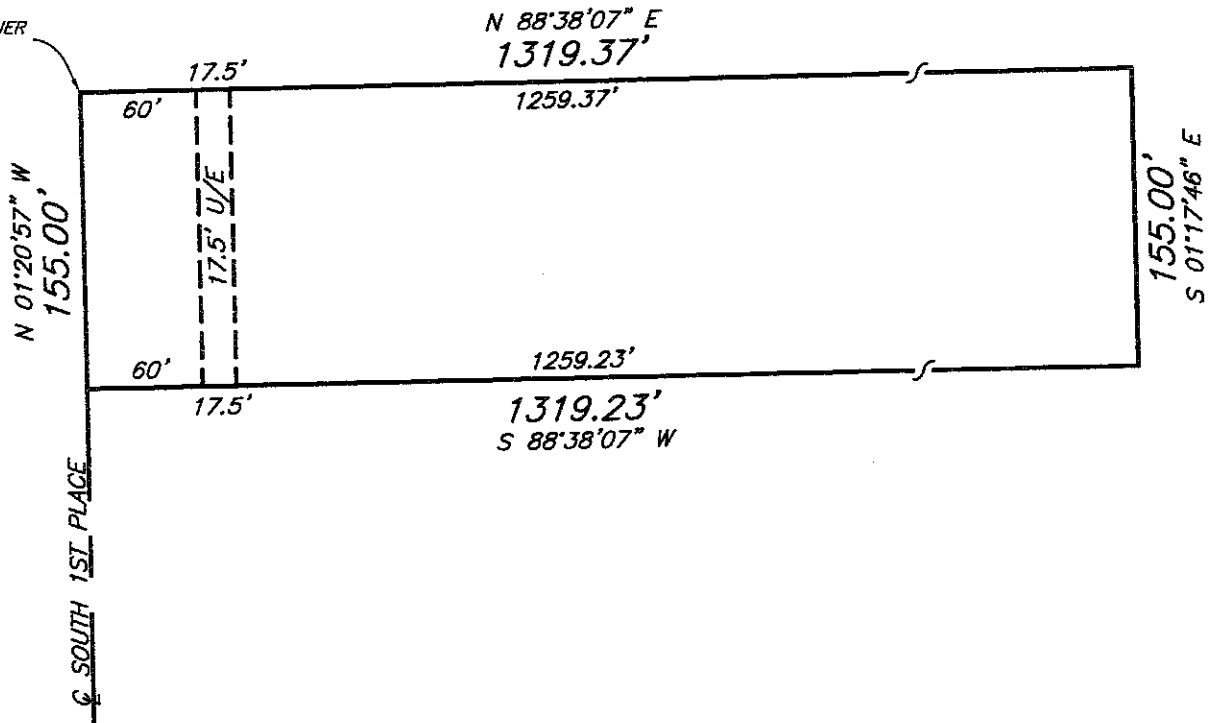
GENERAL NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON:
THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.



LOCATION MAP

NORTHWEST CORNER
N/2 NW/4 SE/4



17.50 FOOT UTILITY EASEMENT:

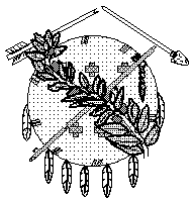
THE EAST 17.50 FEET OF THE WEST 77.50 FEET OF THE NORTH 155 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (N/2 NW/4 SE/4) OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098
(RENEWAL 6/30/2019)

BY:  DATE: 8/9/2018

REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1676



City of Broken Arrow

Request for Action

File #: 18-970, Version: 2

Broken Arrow City Council
Meeting of: 08-21-2018

Title:

Approval of and authorization to execute Resolution No. 1126, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 15, which consists of 0.0756 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$3,295.00 for the Washington Street Improvements: Garnett to Olive, Parcel 15 (Project No. ST1616)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Aaron D. Meek, the owner. Parcel 15 consists of 0.0756 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Mr. Meek has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: \$ 3,295.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the August 21, 2018 City Council Claims List.

Cost: \$3,295.00

Funding Source: Funding for this project is from the G.O. Bond 2014.

Requested By: Alex Mills, P.E., CFM, Engineering & Construction Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Resolution No. 1126
Offer Letter
Conditions for Payment
General Warranty Deed

Recommendation:

Approve Resolution No. 1126 and authorize its execution.

RESOLUTION NO. 1126

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 15, WHICH CONSISTS OF 0.0756 ACRES OF PERMANENT RIGHT-OF-WAY FOR WASHINGTON STREET IMPROVEMENTS, GARNETT TO OLIVE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM AARON D. MEEK AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$3,295.00 FOR THE WASHINGTON STREET IMPROVEMENTS: GARNETT TO OLIVE, (PROJECT NO. ST1616)

WHEREAS, the right-of-way acquisition for the Washington Street Improvements, Garnett to Olive, has been approved as General Obligation Bond 2014; and

WHEREAS, the City of Broken Arrow's right of way agent has negotiated a payment in the amount of \$3,295.00 to Aaron D. Meek, the property owner of parcel 15, which consists of 0.0756 acres located at 12220 E. 91st St. So; and

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

1. The City of Broken Arrow accept the General Warranty Deed for parcel 15 from Aaron D. Meek and authorize payment to Aaron D. Meek in the amount of \$3,295.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of August, 2018.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY



July 3, 2018

Mr. Aaron D. Meek
PO Box 14066
Tulsa, OK 74159

**RE: WASHINGTON STREET ROADWAY IMPROVEMENTS, GARNETT TO
OLIVE, PROJECT NO. ST1616, PARCEL NO. 15, 15A, 16, 16A.**

Dear Mr. Meek:

The City of Broken Arrow has completed the design phase and is beginning the right of way acquisition phase on the above named project. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer by the City is subject to City Council approval:

Parcel 15: Permanent Right of Way: 3,294 Square Feet (SF) @ \$1.00 SF = \$3,294.00
Parcel 15A: Temporary Construction Easement: 1,190 SF @ \$.25 SF = \$297.50
Parcel 16: Permanent Right of Way: 3,294 SF @ \$1.00 SF = \$3,294.00
Parcel 16A: Temporary Construction Easement: 1,647 SF @ \$.25 SF = \$411.75
Total Just Compensation Amount (Rounded) = \$7,300.00

By your signature on this letter, you have accepted the City's offer of \$7,300.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435 or cell 918-576-4506. Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Aaron D. Meek

MLS/klp

enc





CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$7,300.00

Owner's Tax Identification Number: _____

Owner's Mailing Address: PO Box 14066, Tulsa, OK 74159

Owner Requests Check: ☐ Be mailed to above address by Certified Mail
☐ Be delivered by Agent

Check Payable to: Aaron D. Meek

Signature/Date:

Owner/s:	_____	Date:	_____
	_____		_____
	_____		_____
	_____		_____

Agent: Karen L. Pax Date: _____

Project: Washington Street: Garnett-Olive ST1616 Parcel 15/15A/16/16A

628882

Document # 277.50

BOOK 5204 PAGE 2628

831581

General Warranty Deed

(CORPORATION FORM)

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

89 SEP -1 PM 3:05

JOAN HASTINGS
TULSA COUNTY CLERK

THIS INDENTURE, Made this 29th day of AUGUST A. D., 1989,
between MGIC REAL ESTATE SERVICING CORPORATION,
a corporation, organized under the laws of the State of Wisconsin,
of the County of Milwaukee State of Wisconsin, party of the first part,
and AARON D. MEEK, a married man

part Y of the second part.

WITNESSETH, That in consideration of the sum of Ten (\$10.00) and other good and
valuable consideration DOLLARS,
the receipt of which is hereby acknowledged, said party of the first part does, by these presents,
grant, bargain, sell and convey unto said party of the second part his heirs, executors or
administrators, all of the following described real estate, situated in the County of TULSA
State of Oklahoma, to-wit:

The West Half of the Northwest Quarter of the Northwest Quarter of the
Northeast Quarter (W/2 NW/4 NW/4 NE/4) of Section Twenty (20), Township
Eighteen (18) North, Range Fourteen (14) East of the Indian Base and
Meridian, Tulsa County, State of Oklahoma, according to the United States
Government Survey thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments
and appurtenances thereto belonging or in any wise appertaining forever.

And said MGIC REAL ESTATE SERVICING CORPORATION,

its successors or assigns, does hereby covenant, promise and agree to and with said part of the second
part at the delivery of these presents it is lawfully seized in its own right of an absolute and
undivided estate of inheritance in fee simple, of and in all singular the above granted and described
premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of
and from all foreign and other grants, titles, charges, estates, judgments, taxes, assessments and encum-
brances, of whatsoever nature and kind. EXCEPT

and that said Corporation will WARRANT and FOREVER DEFEND the same unto said part Y of
the second part his heirs, executors or administrators, against said party of the first part, their
successors or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim
the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be
signed in its name by its president, and the corporate seal to be affixed, attested by its Asst. Secretary
at Greenwood, Wisconsin, the year and day first above written.

ATTEST

By Jon C. Lohr, Assistant Secretary

STATE OF WISCONSIN

County of Milwaukee

MGIC REAL ESTATE SERVICING CORPORATION

Name of Corporation

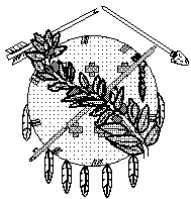
By Glenn W. Buzzard, Senior Vice President

(CORPORATION ACKNOWLEDGMENT)

Before me the undersigned, a Notary Public, in and for said County and State, on this 29th day of
August, 1989, personally appeared Glenn W. Buzzard
to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its
Senior Vice President and acknowledged to me that he executed the same as a free
and voluntary act and deed and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

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

LORETTE F. SEIFERT



City of Broken Arrow

Request for Action

File #: 18-971, Version: 1

Broken Arrow City Council

Meeting of: 08-21-2018

Title:

Approval of and authorization to execute Resolution No. 1127, a Resolution authorizing acceptance of a Temporary Construction Easement for Parcel 15A, which consists of 0.0273 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$298.00 for the Washington Street Improvements: Garnett to Olive, Parcel 15A (Project No. ST1616)

Background:

The attached Temporary Construction Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Aaron D. Meek, the owner. Parcel 15A consists of 0.0273 acres of temporary easement for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Mr. Meek has accepted the following offer, made subject to City Council approval:

Temporary Construction Easement: \$ 298.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the August 21, 2018 City Council Claims List.

Cost: \$298.00

Funding Source: Funding for this project is from the G.O. Bond 2014.

Requested By: Alex Mills, P.E., CFM, Engineering & Construction Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Resolution No. 1127
Offer Letter
Conditions for Payment
Temporary Construction Easement

Recommendation:

Approve Resolution No. 1127 and authorize its execution.

RESOLUTION NO. 1127

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT FOR PARCEL 15A, WHICH CONSISTS OF 0.0273 ACRES OF TEMPORARY CONSTRUCTION EASEMENT FOR WASHINGTON STREET IMPROVEMENTS, GARNETT TO OLIVE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM AARON D. MEEK AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$298.00 FOR THE WASHINGTON STREET IMPROVEMENTS: GARNETT TO OLIVE, (PROJECT NO. ST1616)

WHEREAS, the right-of-way acquisition for the Washington Street Improvements, Garnett to Olive, has been approved as General Obligation Bond 2014; and

WHEREAS, the City of Broken Arrow's right of way agent has negotiated a payment in the amount of \$298.00 to Aaron D. Meek, the property owner of parcel 15A, which consists of 0.0273 acres located at 12220 E. 91st St. So; and

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

1. The City of Broken Arrow accept the Temporary Construction Easement for parcel 15A from Aaron D. Meek and authorize payment to Aaron D. Meek in the amount of \$298.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of August, 2018.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY



July 3, 2018

Mr. Aaron D. Meek
PO Box 14066
Tulsa, OK 74159

**RE: WASHINGTON STREET ROADWAY IMPROVEMENTS, GARNETT TO
OLIVE, PROJECT NO. ST1616, PARCEL NO. 15, 15A, 16, 16A.**

Dear Mr. Meek:

The City of Broken Arrow has completed the design phase and is beginning the right of way acquisition phase on the above named project. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer by the City is subject to City Council approval:

Parcel 15: Permanent Right of Way: 3,294 Square Feet (SF) @ \$1.00 SF = \$3,294.00
Parcel 15A: Temporary Construction Easement: 1,190 SF @ \$.25 SF = \$297.50
Parcel 16: Permanent Right of Way: 3,294 SF @ \$1.00 SF = \$3,294.00
Parcel 16A: Temporary Construction Easement: 1,647 SF @ \$.25 SF = \$411.75
Total Just Compensation Amount (Rounded) = \$7,300.00

By your signature on this letter, you have accepted the City's offer of \$7,300.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435 or cell 918-576-4506. Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/klp

enc

Aaron D. Meek



CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$7,300.00

Owner's Tax Identification Number: _____

Owner's Mailing Address: PO Box 14066, Tulsa, OK 74159

Owner Requests Check: ☐ Be mailed to above address by Certified Mail
☐ Be delivered by Agent

Check Payable to: Aaron D. Meek

Signature/Date:

Owner/s: _____ Date: _____

Agent: Karen L. Pax

Date: _____

Project: Washington Street: Garnett-Olive ST1616 Parcel 15/15A/16/16A

TEMPORARY EASEMENT
Parcel: 15A

Exhibit A

LEGAL DESCRIPTION:

A part of the East Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (E/2 NW/4 NW/4 NE/4) of Section 20, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows; Commencing at the Northwest Corner of the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County; Thence along the North Line of the Northeast Quarter of Section 20, N88°41'27"E a distance of 329.41 feet; Thence S01°26'57"E a distance of 60.00 feet to the Point of Beginning; Thence parallel with the North line of the Northeast Quarter, N88°41'27"E a distance of 238.00 feet; Thence S01°26'57"E a distance of 5.00 feet; Thence S88°41'27"W a distance of 238.00 feet; Thence N01°26'57"W a distance of 5.00 feet to the Point of Beginning.

Having a total area of 1190 square feet, 0.0273 acres

Bearings based on the Oklahoma State Plane Grid Zone North.

This legal description meets the minimum technical standards
for legal descriptions in the State of Oklahoma.

Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

Russell M. Muzika
Professional Land Surveyor,
Oklahoma No. 1603
GEODECA LLC



Page 1 of 2



GEODECA LLC
P.O.Box 330281, Tulsa, Ok. 74133
918 949 4064
CA # 5524 exp 6/30/2018

TEMPORARY EASEMENT

Area: 1190 Sq. Ft. or 0.0273 Acres

Owner: MEEK, AARON D

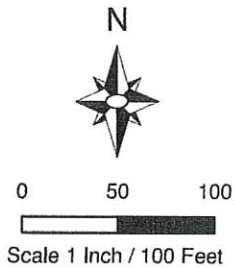
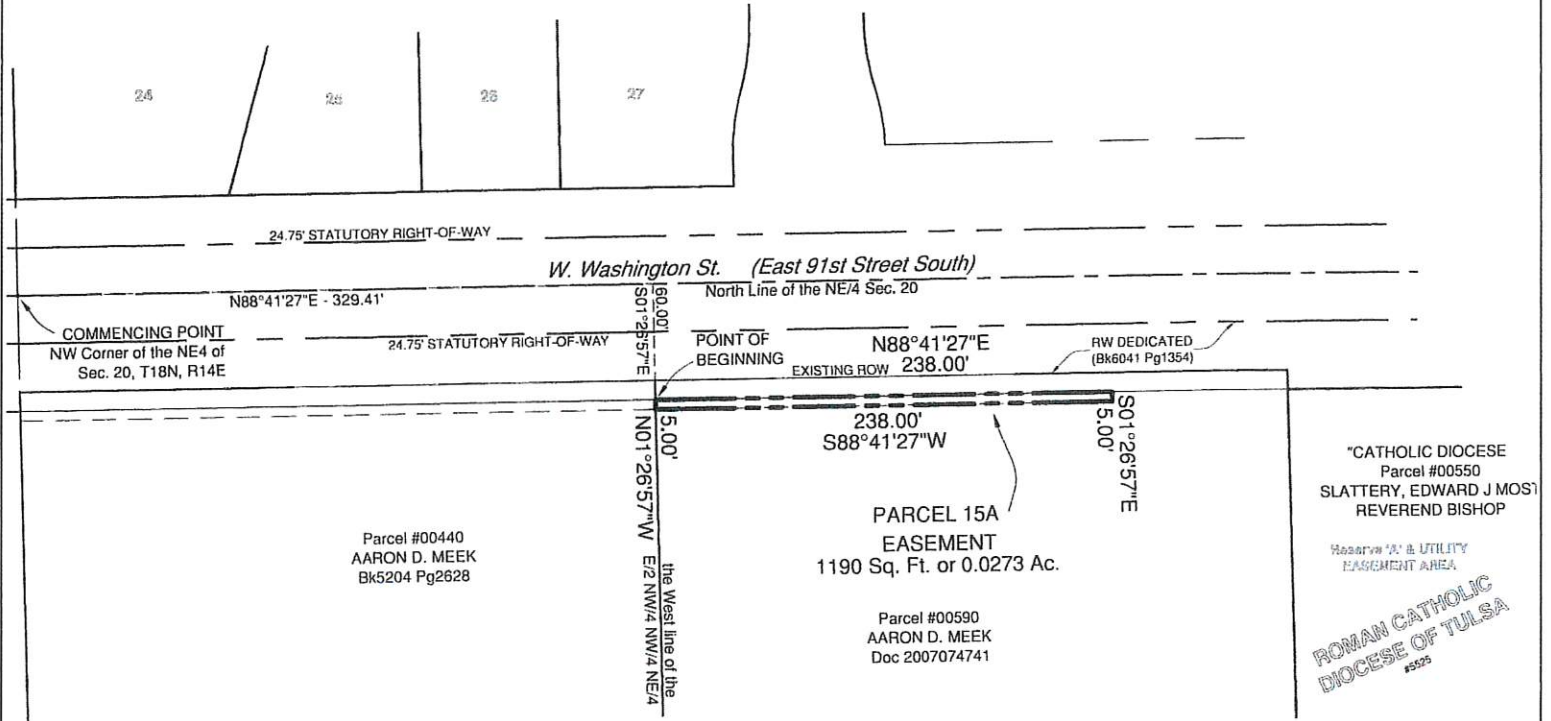
Address: 12220 E 91 ST S

Parcel: 15A

Revision: 1

Date: June 02 2017

TEMPORARY EASEMENT Parcel: 15A



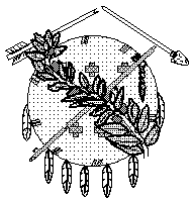
Russell M. Muzika
Professional Land Surveyor,
Oklahoma No. 1603
GEODECA LLC



GEODECA LLC
P.O.Box 330281, Tulsa, Ok. 74133
918 949 4064
CA # 5524 exp 6/30/2018

TEMPORARY EASEMENT
Area: 1190 Sq. Ft. or 0.0273 Acres
Owner: MEEK, AARON D
Address: 12220 E 91 ST S

Parcel: 15A
Revision: 1
Date: June 02 2017



City of Broken Arrow

Request for Action

File #: 18-972, Version: 1

Broken Arrow City Council

Meeting of: 08-21-2018

Title:

Approval of and authorization to execute Resolution No. 1128, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 16, which consists of 0.0756 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$3,295.00 for the Washington Street Improvements: Garnett to Olive, Parcel 16 (Project No. ST1616)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Aaron D. Meek, the owner. Parcel 16 consists of 0.0756 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Mr. Meek has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: \$ 3,295.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the August 21, 2018 City Council Claims List.

Cost: \$3,295.00

Funding Source: Funding for this project is from the G.O. Bond 2014.

Requested By: Alex Mills, P.E., CFM, Engineering & Construction Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Resolution No. 1128
Offer Letter
Conditions for Payment
General Warranty Deed

Recommendation:

Approve Resolution No. 1128 and authorize its execution.

RESOLUTION NO. 1128

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 16, WHICH CONSISTS OF 0.0756 ACRES OF PERMANENT RIGHT-OF-WAY FOR WASHINGTON STREET IMPROVEMENTS, GARNETT TO OLIVE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM AARON D. MEEK AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$3,295.00 FOR THE WASHINGTON STREET IMPROVEMENTS: GARNETT TO OLIVE, (PROJECT NO. ST1616)

WHEREAS, the right-of-way acquisition for the Washington Street Improvements, Garnett to Olive, has been approved as General Obligation Bond 2014; and

WHEREAS, the City of Broken Arrow's right of way agent has negotiated a payment in the amount of \$3,295.00 to Aaron D. Meek, the property owner of parcel 16, which consists of 0.0756 acres located at 12112 E. 91st St. So; and

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

1. The City of Broken Arrow accept the General Warranty Deed for parcel 16 from Aaron D. Meek and authorize payment to Aaron D. Meek in the amount of \$3,295.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of August, 2018.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY



July 3, 2018

Mr. Aaron D. Meek
PO Box 14066
Tulsa, OK 74159

**RE: WASHINGTON STREET ROADWAY IMPROVEMENTS, GARNETT TO
OLIVE, PROJECT NO. ST1616, PARCEL NO. 15, 15A, 16, 16A.**

Dear Mr. Meek:

The City of Broken Arrow has completed the design phase and is beginning the right of way acquisition phase on the above named project. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer by the City is subject to City Council approval:

Parcel 15: Permanent Right of Way: 3,294 Square Feet (SF) @ \$1.00 SF = \$3,294.00
Parcel 15A: Temporary Construction Easement: 1,190 SF @ \$.25 SF = \$297.50
Parcel 16: Permanent Right of Way: 3,294 SF @ \$1.00 SF = \$3,294.00
Parcel 16A: Temporary Construction Easement: 1,647 SF @ \$.25 SF = \$411.75
Total Just Compensation Amount (Rounded) = \$7,300.00

By your signature on this letter, you have accepted the City's offer of \$7,300.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435 or cell 918-576-4506. Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/klp

enc

Aaron D. Meek



CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$7,300.00

Owner's Tax Identification Number: _____

Owner's Mailing Address: PO Box 14066, Tulsa, OK 74159

Owner Requests Check: ☐ Be mailed to above address by Certified Mail
☐ Be delivered by Agent

Check Payable to: Aaron D. Meek

Signature/Date:

Owner/s: _____ Date: _____

Agent: Karen L. Pax

Date: _____

Project: Washington Street: Garnett-Olive ST1616 Parcel 15/15A/16/16A

GENERAL WARRANTY DEED


This Indenture: Made this 1 day of August, 2018 between AARON D. MEEK, a single person, party of the first part, hereinafter called Grantor and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, County of Tulsa, State of Oklahoma, party of the second part, hereinafter called Grantee.

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) and other goods and considerations, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto Grantee, their heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to wit:

SEE EXHIBIT "A"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

And said Grantor, for themselves and their heirs, executors, and administrators, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that he(she) is lawfully seized in his(her) own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, its successors or assigns, against said Grantor, his(her) heirs and assigns and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1st day of August, 2018.




Aaron D. Meek

State of Oklahoma)
) §
County of Tulsa)


Before me, the undersigned Notary Public, in and for said County and State, on this 1 day of August, 2018, personally appeared AARON D. MEEK, known to me to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he/she executed the same as his/her and voluntary act and deed 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 written above.



Notary Public

Approved as to Form:



Assistant City Attorney

Approved as to Substance:

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer WSE Checked: 9-10-18

Project: ST1616 WASHINGTON STREET: GARNETT-OLIVE, PARCEL NO. 16

PERMANENT RIGHT OF WAY
Parcel: 16

Exhibit A

LEGAL DESCRIPTION:

A part of the West Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (W/2 NW/4 NW/4 NE/4) of Section 20, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows;
Commencing at the Northwest Corner of the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County; Thence along the West Line of the Northeast Quarter of Section 20, S01°26'38"E a distance of 50.00 feet to the Point of Beginning; Thence parallel with the North Line of the Northeast Quarter of Section 20, N88°41'27"E a distance of 329.41 feet; Thence along the East line of the West Half of the of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 20, S01°26'57"E a distance of 10.00 feet; Thence S88°41'27"W a distance of 329.41 feet; Thence N01°26'38"W a distance of 10.00 feet to the Point of Beginning.

Having an area of 3294 square feet, 0.0756 acres

Bearings based on the Oklahoma State Plane Grid Zone North.


This legal description meets the minimum technical standards
for legal descriptions in the State of Oklahoma.

Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

Russell M. Muzika
Professional Land Surveyor,
Oklahoma No. 1603
GEODECA LLC

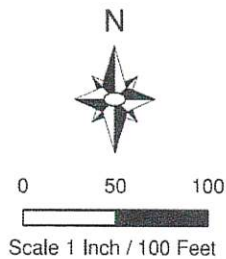
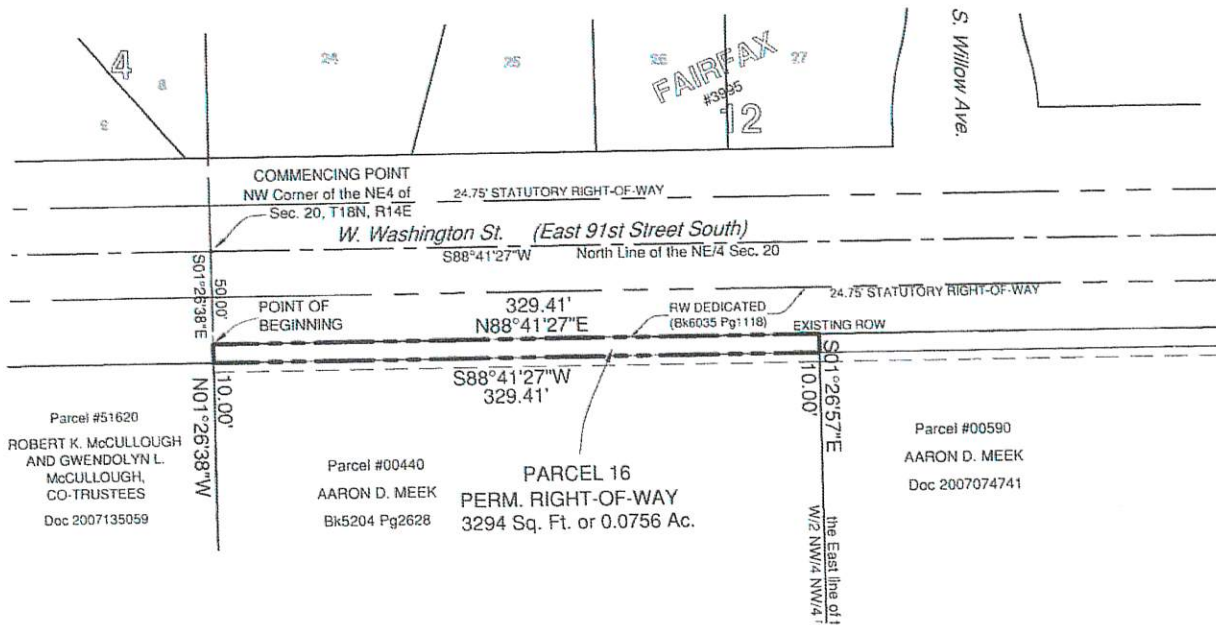


Page 1 of 2

 GEODECA LAND SURVEYING COMPANY	GEODECA LLC P.O.Box 330281, Tulsa, Ok. 74133 918 949 4064 CA # 5524 exp 6/30/2018	PERMANENT RIGHT OF WAY Area: 3294 Sq. Ft. or 0.0756 Acres Owner: AARON D. MEEK Address: 12112 E 91 ST S	Parcel: 16 Revision: 1 Date: June 02 2017

PERMANENT RIGHT OF WAY


Parcel: 16

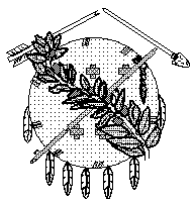


Russell M. Muzika
Professional Land Surveyor,
Oklahoma No. 1603
GEODECA LLC



Page 2 of 2

 <p>GEODECA LLC P.O.Box 330281, Tulsa, Ok. 74133 918 949 4064 CA # 5524 exp 6/30/2018</p>	PERMANENT RIGHT OF WAY	Parcel: 16
	Area: 3294 Sq. Ft. or 0.0756 Acres	Revision: 1
	Owner: AARON D. MEEK	Date: June 02 2017
	Address: 12112 E 91 ST S	



City of Broken Arrow

Request for Action

File #: 18-973, Version: 1

Broken Arrow City Council

Meeting of: 08-21-2018

Title:

Approval of and authorization to execute Resolution No. 1129, a Resolution authorizing acceptance of a Temporary Construction Easement for Parcel 16A, which consists of 0.0378 acres of permanent Right-of-Way for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Aaron D. Meek, authorizing payment in the amount of \$412.00 for the Washington Street Improvements: Garnett to Olive, Parcel 16A (Project No. ST1616)

Background:

The attached Temporary Construction Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Aaron D. Meek, the owner. Parcel 16A consists of 0.03783 acres of temporary easement for Washington Street Improvements, Garnett to Olive, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Mr. Meek has accepted the following offer, made subject to City Council approval:

Temporary Construction Easement: \$ 412.00

A copy of the signed acceptance of the City's offer is attached, as is the Temporary Construction Easement. Payment of the compensation amount is on the August 21, 2018 City Council Claims List.

Cost: \$412.00

Funding Source: Funding for this project is from the G.O. Bond 2014.

Requested By: Alex Mills, P.E., CFM, Engineering & Construction Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Resolution No. 1129
Offer Letter
Conditions for Payment
Temporary Construction Easement

Recommendation:

Approve Resolution No. 1129 and authorize its execution.

RESOLUTION NO. 1129

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT FOR PARCEL 16A, WHICH CONSISTS OF 0.0378 ACRES OF TEMPORARY CONSTRUCTION EASEMENT FOR WASHINGTON STREET IMPROVEMENTS, GARNETT TO OLIVE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM AARON D. MEEK AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$412.00 FOR THE WASHINGTON STREET IMPROVEMENTS: GARNETT TO OLIVE, (PROJECT NO. ST1616)

WHEREAS, the right-of-way acquisition for the Washington Street Improvements, Garnett to Olive, has been approved as General Obligation Bond 2014; and

WHEREAS, the City of Broken Arrow's right of way agent has negotiated a payment in the amount of \$412.00 to Aaron D. Meek, the property owner of parcel 16A, which consists of 0.0378 acres located at 12112 E. 91st St. So; and

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

1. The City of Broken Arrow accept the Temporary Construction Easement for parcel 16A from Aaron D. Meek and authorize payment to Aaron D. Meek in the amount of \$412.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of August, 2018.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY



July 3, 2018

Mr. Aaron D. Meek
PO Box 14066
Tulsa, OK 74159

**RE: WASHINGTON STREET ROADWAY IMPROVEMENTS, GARNETT TO
OLIVE, PROJECT NO. ST1616, PARCEL NO. 15, 15A, 16, 16A.**

Dear Mr. Meek:

The City of Broken Arrow has completed the design phase and is beginning the right of way acquisition phase on the above named project. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer by the City is subject to City Council approval:

Parcel 15: Permanent Right of Way: 3,294 Square Feet (SF) @ \$1.00 SF = \$3,294.00
Parcel 15A: Temporary Construction Easement: 1,190 SF @ \$.25 SF = \$297.50
Parcel 16: Permanent Right of Way: 3,294 SF @ \$1.00 SF = \$3,294.00
Parcel 16A: Temporary Construction Easement: 1,647 SF @ \$.25 SF = \$411.75
Total Just Compensation Amount (Rounded) = \$7,300.00

By your signature on this letter, you have accepted the City's offer of \$7,300.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435 or cell 918-576-4506. Please respond within 10 days of receipt of this letter.

Respectfully,

CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/klp

enc

Aaron D. Meek



CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$7,300.00

Owner's Tax Identification Number: _____

Owner's Mailing Address: PO Box 14066, Tulsa, OK 74159

Owner Requests Check: ☐ Be mailed to above address by Certified Mail
☐ Be delivered by Agent

Check Payable to: Aaron D. Meek

Signature/Date:

Owner/s:	_____	Date:	_____
	_____		_____
	_____		_____
	_____		_____

Agent: Karen L. Pax Date: _____

Project: Washington Street: Garnett-Olive ST1616 Parcel 15/15A/16/16A

TEMPORARY EASEMENT
Parcel: 16A

Exhibit A

LEGAL DESCRIPTION:

A part of the West Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (W/2 NW/4 NW/4 NE/4) of Section 20, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows; Commencing at the Northwest Corner of the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County; Thence along the West Line of the Northeast Quarter of Section 20, S01°26'38"E a distance of 60.00 feet to the Point of Beginning; Thence parallel with the North line of the Northeast Quarter, N88°41'27"E a distance of 329.41 feet; Thence S01°26'57"E a distance of 5.00 feet; Thence S88°41'27"W a distance of 329.41 feet; Thence N01°26'38"W a distance of 5.00 feet to the Point of Beginning.

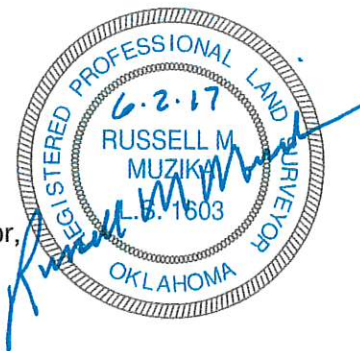
Having a total area of 1647 square feet, 0.0378 acres

Bearings based on the Oklahoma State Plane Grid Zone North.


This legal description meets the minimum technical standards
for legal descriptions in the State of Oklahoma.

Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

Russell M. Muzika
Professional Land Surveyor,
Oklahoma No. 1603
GEODECA LLC



Page 1 of 2

	GEODECA LLC	TEMPORARY EASEMENT	Parcel: 16A
	P.O.Box 330281, Tulsa, Ok. 74133	Area: 1647 Sq. Ft. or 0.0378 Acres	Revision: 1
	918 949 4064	Owner: MEEK, AARON D	Date: June 02 2017
	CA # 5524 exp 6/30/2018	Address: 12112 E 91 ST S	

TEMPORARY EASEMENT
Parcel: 16A

FAIRFAX #3995 24 12

24.75' STATUTORY RIGHT-OF-WAY

W. Washington St. (East 91st Street South)

N88°41'27"E North Line of the NE/4 Sec. 20

COMMENCING POINT NW Corner of the NE/4 of Sec. 20, T18N, R14E

329.41' N88°41'27"E

RW DEDICATED (Bk6035 Pg1118)

24.75' STATUTORY RIGHT-OF-WAY

POINT OF BEGINNING

5.00' S01°26'38"E 60.00'

5.00' S01°26'38"W

the West line of the

Parcel #51620 ROBERT K. McCULLOUGH AND GWENDOLYN L. McCULLOUGH, CO-TRUSTEES Doc 2007135059

Parcel #00440 AARON D. MEEK Bk5204 Pg2628

PARCEL 16A EASEMENT 1647 Sq. Ft. or 0.0378 Ac.

5.00' S01°26'57"E

the East line of the W/2 NW/4 NW/4 NE/4

Parcel #00590 AARON D. MEEK Doc 2007074741

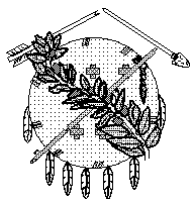
N

0 50 100

Scale 1 Inch / 100 Feet

Russell M. Muzika
Professional Land Surveyor,
Oklahoma No. 1603
GEODECA LLC

REGISTERED PROFESSIONAL LAND SURVEYOR
6-2-17
RUSSELL MUZIKA
O.S. 1603
OKLAHOMA



City of Broken Arrow

Request for Action

File #: 18-49, Version: 1

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/01/2018	11085			RITZ SAFETY DBA SLATE ROCK SAF	PI 0144	19281	010-5310-431.60-10 2/01/2018 TOTAL - CUMULATIVE TOTAL -	79.48- 79.48- 79.48-
6/27/2018	11314			CUSTOM TREE CARE & LANDSAPI NG	PI 1842	062818	010-5105-432.40-55 6/27/2018 TOTAL - CUMULATIVE TOTAL -	1,720.00 1,720.00 1,640.52
7/05/2018	734			WNFIELD SOLUTIONS, LLC	PI 1755	0062545371	010-6000-451.60-34	505.00
7/05/2018	6375			ATWOODS DI STRI BUTI NG	PI 1846	N32103	010-5300-431.60-10 7/05/2018 TOTAL - CUMULATIVE TOTAL -	125.00 630.00 2,270.52
7/06/2018	6375			ATWOODS DI STRI BUTI NG	PI 1848	001479	010-6005-451.60-34 7/06/2018 TOTAL - CUMULATIVE TOTAL -	35.96 35.96 2,306.48
7/12/2018	6375			ATWOODS DI STRI BUTI NG	PI 1850	001484	010-6005-451.60-34 7/12/2018 TOTAL - CUMULATIVE TOTAL -	53.94 53.94 2,360.42
7/13/2018	9662			ROSES INC. GREEN COUNTRY LLC	PI 1620	6456	010-6003-451.60-70 7/13/2018 TOTAL - CUMULATIVE TOTAL -	780.00 780.00 3,140.42
7/16/2018	2585			TRUCKPRO, LLC	PI 1790	0310552474	010-5300-431.60-20	1,136.48
7/16/2018	6375			ATWOODS DI STRI BUTI NG	PI 1852	001487	010-6000-451.60-31	22.66
					PI 1853	001488	010-6005-451.60-34 7/16/2018 TOTAL - CUMULATIVE TOTAL -	35.96 1,195.10 4,335.52
7/17/2018	6375			ATWOODS DI STRI BUTI NG	PI 1855	001490	010-6000-451.60-23 7/17/2018 TOTAL - CUMULATIVE TOTAL -	6.79 6.79 4,342.31
7/19/2018	6375			ATWOODS DI STRI BUTI NG	PI 1856	001491	010-6005-451.60-34 7/19/2018 TOTAL - CUMULATIVE TOTAL -	38.96 38.96 4,381.27
7/20/2018	5941			LOWES	PI 1595	01591	010-6000-451.60-23 7/20/2018 TOTAL - CUMULATIVE TOTAL -	5.69 5.69 4,386.96
7/21/2018	420			APAC-CENTRAL, INC	PI 1526	7001126397	010-5300-431.60-80	5,201.02
					PI 1527	7001126492	010-5300-431.60-80	117.03
					PI 1528	7001126910	010-5300-431.60-80	97.29
					PI 1529	7001126919	010-5300-431.60-80	119.38
7/21/2018	3638			BEN E KEITH-OKLAHOMA	PI 1530	7001126358	010-5300-431.60-80	342.12
					PI 1523	63995328	010-6002-451.60-67 7/21/2018 TOTAL - CUMULATIVE TOTAL -	184.67 6,061.51 10,448.47

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	7/22/2018	5421	LUBER BROS INC.	PI 1868	INV00165651	010-6000-451.60-20	148.63
						7/22/2018 TOTAL -	148.63
						CUMULATIVE TOTAL -	10,597.10
	7/23/2018	11336	SANDBAG STORE LLC	PI 1505	17367A	010-5300-431.60-23	549.50
						7/23/2018 TOTAL -	549.50
						CUMULATIVE TOTAL -	11,146.60
	7/24/2018	5371	PREMIER TRUCK GROUP	PI 1760	125239838	010-5300-431.60-20	169.51
	7/24/2018	5941	LOWES	PI 1596	02266	010-6005-451.60-23	3.32
						7/24/2018 TOTAL -	172.83
						CUMULATIVE TOTAL -	11,319.43
	7/25/2018	90	NAPA AUTO PARTS	PI 1673	2210907870	010-1700-419.50-86	280.64
	7/25/2018	5885	VANCE BROTHERS INC	PI 1445	1P26592	010-5300-431.60-80	140.25
	7/25/2018	5941	LOWES	PI 1597	02490	010-6005-451.60-23	12.79
	7/25/2018	7644	SOUTHERN AGRICULTURE	PI 1537	510299	010-6002-451.60-23	3.57
	7/25/2018	11337	AMERICAN TIME	PI 1762	802657	010-6002-451.60-18	903.87
						7/25/2018 TOTAL -	779.84
						CUMULATIVE TOTAL -	12,099.27
	7/26/2018	90	NAPA AUTO PARTS	PI 1676	2210907947	010-5300-431.60-20	24.59
	7/26/2018	399	LOCKE SUPPLY COMPANY	PI 1555	3493969400	010-6005-451.60-23	12.51
	7/26/2018	759	H D INDUSTRIES INC	PI 1571	27132	010-5300-431.60-20	54.60
	7/26/2018	5941	LOWES	PI 1602	01777	010-6003-451.60-23	50.79
				PI 1604	11345	010-5300-431.60-36	57.91
				PI 1605	11366	010-5300-431.60-24	225.10
	7/26/2018	6531	KROMER COMPANY LLC	PI 1509	50293	010-6000-451.60-20	61.86
	7/26/2018	7483	LAFERRY'S LP GAS COMPANY	PI 1562	27969	010-5300-431.60-80	65.52
	7/26/2018	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 1547	87277630	010-6000-451.60-18	180.27
						7/26/2018 TOTAL -	733.15
						CUMULATIVE TOTAL -	12,832.42
	7/27/2018	120	CINTAS CORPORATION	PI 1533	5011359432	010-6002-451.60-23	32.95
				PI 1534	5011359440	010-5300-431.60-23	106.94
	7/27/2018	251	SHERWIN WILLIAMS CO	PI 1550	74339	010-5300-431.60-36	19.00
	7/27/2018	2045	PROFESSIONAL TURF PRODUCTS	PI 1513	142556500	010-6000-451.60-20	102.78
	7/27/2018	5371	PREMIER TRUCK GROUP	PI 1458	125240280	010-5300-431.60-20	169.26
	7/27/2018	5941	LOWES	PI 1606	01891	010-6003-451.60-20	24.26
				PI 1607	01891	010-6003-451.60-23	4.48
				PI 1609	02074	010-6000-451.60-23	23.73
				PI 1611	02129	010-6005-451.60-23	7.82
	7/27/2018	6375	ATWOODS DISTRIBUTING	PI 1862	F88882	010-6000-451.60-10	125.00
				PI 1863	001498	010-5300-431.60-10	89.99
	7/27/2018	9089	YELLOWHOUSE MACHINERY CO	PI 1464	352804	010-5300-431.60-20	415.95
	7/27/2018	9892	GOODYEAR COMMERCIAL TIRE	PI 1570	2541011526	010-5310-431.60-19	540.20
	7/27/2018	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 1548	87295690	010-6000-451.60-23	85.97
						7/27/2018 TOTAL -	1,748.33
						CUMULATIVE TOTAL -	14,580.75
	7/28/2018	3638	BEN E KEITH-OKLAHOMA	PI 1524	64002545	010-6002-451.60-67	115.90

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
7/28/2018	7644	SOUTHERN AGRICULTURE	PI 1538	540280	010-6002-451.60-23	7.14	
					7/28/2018 TOTAL -	123.04	
					CUMULATIVE TOTAL -	14,703.79	
7/30/2018	90	NAPA AUTO PARTS	PI 1680	2210908206	010-5300-431.60-20	17.33	
			PI 1681	2210908215	010-1104-419.60-20	38.49	
			PI 1683	2210908219	010-1415-424.60-20	140.65	
			PI 1684	2210908231	010-1700-419.50-86	153.46	
			PI 1688	2210908249	010-6000-451.60-20	54.58	
			PI 1689	2210908254	010-5300-431.60-20	22.63	
			PI 1691	2210908274	010-5300-431.60-20	87.98	
			PI 1692	2210908278	010-6000-451.60-20	27.29	
7/30/2018	225	SUMMIT TRUCK GROUP	PI 1515	411165234	010-5300-431.60-20	52.36	
7/30/2018	244	GREEN ACRE SOD FARMS DBA	PI 2032	110631	010-6000-451.60-70	24.00	
7/30/2018	377	KIMS INTERNATIONAL	PI 1559	0107000	010-5300-431.60-20	10.34	
			PI 1560	0107018	010-6000-451.60-20	31.88	
7/30/2018	734	WNFIELD SOLUTIONS, LLC	PI 1545	00062614977	010-6000-451.60-34	1,154.00	
7/30/2018	759	H D INDUSTRIES INC	PI 1572	27138	010-5300-431.60-20	31.62	
7/30/2018	1409	SMITH FARM & GARDEN CO	PI 1540	816282	010-6000-451.60-20	19.20	
			PI 1541	816283	010-6000-451.60-20	1.45	
7/30/2018	3361	RHOMAR INDUSTRIES INC	PI 1508	92190	010-5300-431.60-36	393.69	
7/30/2018	5054	MUNICIPAL INDUSTRIES, INC.	PI 1794	37845	010-6002-451.60-34	1,168.74	
7/30/2018	5371	PREMIER TRUCK GROUP	PI 1871	125240556	010-5300-431.60-20	86.21	
7/30/2018	5421	LUBER BROS INC.	PI 1869	INV00165736	010-6000-451.60-20	121.10	
7/30/2018	5941	LOWES	PI 1614	02617	010-6005-451.60-34	37.92	
7/30/2018	6375	ATWOODS DISTRIBUTING	PI 1864	001499	010-6005-451.60-34	62.93	
			PI 1865	001500	010-5300-431.60-23	3.97	
					7/30/2018 TOTAL -	3,380.32	
					CUMULATIVE TOTAL -	18,084.11	
7/31/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 1516	141409	010-6000-451.60-20	102.60	
7/31/2018	399	LOCKE SUPPLY COMPANY	PI 1558	3498290700	010-6000-451.60-23	16.95	
7/31/2018	734	WNFIELD SOLUTIONS, LLC	PI 1546	0062618939	010-6003-451.60-34	233.44	
7/31/2018	946	MACS HYDRAULIC JACK SERVICE	PI 2150	35022	010-5300-431.40-20	756.40	
7/31/2018	2372	WATKINS SAND COMPANY INC	PI 1591	17220XX	010-6000-451.60-27	280.00	
7/31/2018	5371	PREMIER TRUCK GROUP	PI 1872	125240648	010-5300-431.60-20	86.21	
7/31/2018	5720	BSN SPORTS, LLC	PI 1933	902659968	010-6000-451.60-33	229.99	
7/31/2018	5941	LOWES	PI 1617	01698	010-6000-451.60-27	25.59	
7/31/2018	8846	DUNHAM S ASPHALT PLANT	PI 1732	250275	010-5300-431.60-80	103.50	
7/31/2018	9846	EVANS HYDRAULIC REPAIR	PI 1525	7099	010-6000-451.60-20	335.00	
					7/31/2018 TOTAL -	2,169.68	
					CUMULATIVE TOTAL -	20,253.79	
8/01/2018	120	CINTAS CORPORATION	PI 1573	5011359463	010-6002-451.60-23	157.94	
8/01/2018	377	KIMS INTERNATIONAL	PI 1519	0107098	010-6000-451.60-20	22.45	
8/01/2018	437	OCT EQUIPMENT INC	PI 1637	S020002701	010-5300-431.60-20	682.39	
8/01/2018	1409	SMITH FARM & GARDEN CO	PI 1624	816586	010-6000-451.60-20	8.06	
8/01/2018	5371	PREMIER TRUCK GROUP	PI 1908	CM125240556	010-5300-431.60-20	77.59	
					8/01/2018 TOTAL -	793.25	
					CUMULATIVE TOTAL -	21,047.04	

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	8/02/2018	90	NAPA AUTO PARTS	PI 1709	2210908586	010-5300-431.60-20	5.56
	8/02/2018	101	WELDON PARTS TULSA	PI 1626	213380100	010-5300-431.60-20	11.96
	8/02/2018	377	KIMS INTERNATIONAL	PI 1520	0107105	010-5300-431.60-20	59.88
				PI 1943	0107111	010-6003-451.60-23	49.84
	8/02/2018	452	GELICO UNIFORMS & SHOES INC	PI 1882	00235377	010-5110-437.60-10	125.00
	8/02/2018	5941	LOWES	PI 1899	02323	010-6000-451.60-27	7.40
	8/02/2018	6822	TULSA WNNELSON COMPANY	PI 1767	07037300	010-6002-451.60-18	15.12
	8/02/2018	7323	BEST BUY BUSINESS ADVANTAGE AC	PI 1909	3340977	010-6003-451.60-24	349.99
				PI 1910	3341031	010-0300-413.60-23	61.99
	8/02/2018	7644	SOUTHERN AGRICULTURE	PI 2158	511280	010-6002-451.60-23	10.71
	8/02/2018	8666	TIGER WINDOW TINTING	PI 1818	2732	010-5310-431.40-20	80.00
						8/02/2018 TOTAL -	777.45
						CUMULATIVE TOTAL -	21,824.49
	8/03/2018	90	NAPA AUTO PARTS	PI 1711	2210908633	010-6000-451.60-20	18.76
				PI 1713	2210908642	010-6000-451.60-20	69.37
				PI 1714	2210908643	010-6000-451.60-20	12.80
				PI 1715	2210908685	010-6000-451.60-20	51.99
				PI 1716	2210908689	010-5300-431.60-20	12.01
				PI 1718	2210908700	010-6000-451.60-20	51.99
				PI 1883	2210908673	010-6000-451.60-20	8.48
				PI 1884	2210908682	010-5300-431.60-20	3.69
	8/03/2018	399	LOCKE SUPPLY COMPANY	PI 1897	3501586700	010-6000-451.60-18	40.19
	8/03/2018	759	H D INDUSTRIES INC	PI 2059	27157	010-5300-431.60-20	1,456.36
	8/03/2018	6822	TULSA WNNELSON COMPANY	PI 1967	07135000	010-6003-451.60-18	123.53
	8/03/2018	9569	TWIN CITIES READY MIX INC	PI 1875	169839	010-6000-451.60-27	2,088.00
						8/03/2018 TOTAL -	3,833.19
						CUMULATIVE TOTAL -	25,657.68
	8/04/2018	420	APAC-CENTRAL, INC	PI 2010	7001137227	010-5300-431.60-80	112.00
						8/04/2018 TOTAL -	112.00
						CUMULATIVE TOTAL -	25,769.68
	8/06/2018	42	ARROW SAFE AND LOCK INC	PI 1815	72161	010-5310-431.60-23	43.75
	8/06/2018	90	NAPA AUTO PARTS	PI 1888	2210908860	010-5300-431.60-20	30.98
				PI 1890	2210908876	010-5300-431.60-20	12.01
				PI 2189	2210908944	010-1700-419.50-86	245.24
	8/06/2018	399	LOCKE SUPPLY COMPANY	PI 1809	3503157300	010-6000-451.60-23	16.95
	8/06/2018	724	O'REILLY AUTOMOTIVE	PI 1805	0156251819	010-5310-431.60-20	24.99
	8/06/2018	5941	LOWES	PI 1813	02353	010-6005-451.60-23	60.99
	8/06/2018	11321	FIELDTURF INC	PI 1902	653075	010-6000-451.40-28	2,995.00
				PI 1903	653078	010-6000-451.40-28	2,995.00
						8/06/2018 TOTAL -	6,424.91
						CUMULATIVE TOTAL -	32,194.59
	8/07/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 2021	S2394760001	010-5310-431.60-24	351.77
	8/07/2018	74	BROKEN ARROW LAWN & GARDEN	PI 1904	348209	010-6000-451.60-20	30.65
	8/07/2018	120	CINTAS CORPORATION	PI 1801	5011359490	010-6002-451.60-23	170.72
				PI 1802	5011359494	010-6002-451.60-23	44.51
	8/07/2018	225	SUMMIT TRUCK GROUP	PI 2002	411165868	010-5300-431.60-20	701.89
	8/07/2018	734	WINFIELD SOLUTIONS, LLC	PI 1999	0062635637	010-6000-451.60-34	736.00

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	8/07/2018	1409	SMITH FARM & GARDEN CO	PI 1964	817319	010-6000-451.60-20	9.82
	8/07/2018	3314	CMRS-POC	001298	JULY 2018	010-1700-419.50-39	3,135.09
	8/07/2018	3444	ADMIRAL EXPRESS LLC	001026	C19709010	010-6000-451.60-03	221.01
				001027	177350S	010-6000-451.60-03	388.16
				001028	19688990	010-1400-419.60-24	2,089.22
				001029	C19551220	010-1400-419.60-03	179.98
				001030	C19688520	010-1400-419.60-03	19.84
				001031	177229S	010-1400-419.60-03	1,184.05
				001032	177555S	010-1800-419.60-03	5.74
				001033	177466S	010-1800-419.60-03	91.09
				001037	177447S	010-0300-413.60-03	36.01
				001038	177556S	010-1102-419.60-03	149.07
				001040	177231S	010-0800-415.60-03	96.69
	8/07/2018	4646	NORM STEPHENS	001115	08/02/18	010-0300-413.50-03	66.28
	8/07/2018	5941	LOWES	PI 1814	01791	010-6002-451.60-23	53.73
	8/07/2018	5942	CONSTRUCTION INDUSTRIES BOARD	001300	AUG 2018	010-1415-424.30-11	35.00
	8/07/2018	7521	CRAIG THURMOND	001301	08/20-22/18	010-1700-419.50-03	189.75
				001302	08-27-30/18	010-1700-419.50-03	151.80
				001303	08-30-9/01/18	010-1700-419.50-03	29.50
	8/07/2018	8100	OKLAHOMA STATE BOARD OF LICENS	001313	08/21/18	010-1410-419.30-85	150.00
	8/07/2018	8972	OKLAHOMA UNIFORM BUILDING CODE	001314	09/11/18	010-1415-424.30-11	52.50
	8/07/2018	10072	MOMENTUM SERVICES LLC	001308	20087189	010-1400-419.30-87	713.00
				001309	20087190	010-1400-419.30-87	889.00
				001310	20087196	010-1400-419.30-87	1,294.00
	8/07/2018	10529	FARMERS CO-OP	PI 1948	4308658	010-6000-451.60-34	1,020.00
	8/07/2018	10772	WEX FLEET UNIVERSAL	001074	55275073	010-1200-419.60-21	386.66
				001080	55275073	010-1200-419.60-21	3.44
	8/07/2018	11046	KONGCHENG MATTHEW HER	001112	09/24-27/18	010-6002-451.50-03	206.50
	8/07/2018	11374	MARK ANSCHUTZ	001473	07/25/18	010-1700-419.50-09	773.00
	8/07/2018	99999	MISC-A/R REFUNDS	001049	16-316863	010-0000-342.04-00	108.40
				001050	17-1119930	010-0000-342.04-00	100.00
				001051	17-1503753	010-0000-342.04-00	95.37
				001052	18-89986	010-0000-342.04-00	33.25
				001053	16-9924	010-0000-342.04-00	82.10
				001054	16-871933	010-0000-342.04-00	93.96
				001055	16-76215	010-0000-342.04-00	85.29
				001056	14-798095	010-0000-342.04-00	83.74
				001057	14-447700	010-0000-342.04-00	857.50
				001113	126827	010-0000-229.15-00	35.00
				001114	126916	010-0000-229.15-00	45.00
				001311	127057	010-0000-229.15-00	50.00
					8/07/2018 TOTAL -		16,476.54
					CUMULATIVE TOTAL -		48,671.13
	8/08/2018	74	BROKEN ARROW LAWN & GARDEN	PI 2026	348289	010-6000-451.60-20	28.99
	8/08/2018	90	NAPA AUTO PARTS	PI 2190	2210909096	010-1700-419.50-86	263.79
	8/08/2018	225	SUMMIT TRUCK GROUP	PI 2179	411165965	010-5300-431.60-20	218.32
	8/08/2018	251	SHERWIN WILLIAMS CO	PI 2166	75443	010-6004-451.60-18	19.54
	8/08/2018	377	KIMS INTERNATIONAL	PI 2048	0107281	010-6000-451.60-20	107.77
	8/08/2018	399	LOCKE SUPPLY COMPANY	PI 2114	3498407800	010-6000-451.60-18	59.98
	8/08/2018	1409	SMITH FARM & GARDEN CO	PI 1966	817519	010-6000-451.60-20	13.33

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	8/08/2018	5421	LUBER BROS INC.	PI 2159	817541	010-6000-451.60-20	41.90
	8/08/2018	5936	CONTINENTAL BATTERY CO	PI 2160	817546	010-6000-451.60-20	15.03
				PI 2132	INV00165827	010-6000-451.60-20	98.44
				PI 1949	10930808181021	010-5300-431.60-20	96.77
						8/08/2018 TOTAL -	436.28
						CUMULATIVE TOTAL -	49,107.41
	8/09/2018	90	NAPA AUTO PARTS	PI 2091	2210909197	010-5300-431.60-20	1.43
				PI 2092	2210909204	010-6000-451.60-20	131.55
				PI 2096	2210909234	010-1700-419.60-20	60.44
	8/09/2018	2244	UNI VAR USA INC	PI 2196	TU630526	010-5300-431.60-23	926.40
	8/09/2018	3444	ADMIRAL EXPRESS LLC	001096	19722880	010-6002-451.60-33	221.01
	8/09/2018	5941	LOWES	PI 2123	0298911	010-6000-451.60-23	54.23
	8/09/2018	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 2165	87523241	010-6000-451.60-23	26.21
						8/09/2018 TOTAL -	1,421.27
						CUMULATIVE TOTAL -	50,528.68
	8/10/2018	120	CINTAS CORPORATION	PI 1880	5011385766	010-6002-451.60-23	98.13
	8/10/2018	1409	SMITH FARM & GARDEN CO	PI 2163	817792	010-6000-451.60-20	63.72
	8/10/2018	3540	LESLIES POOL SUPPLIES INC	001136	7270014811	010-6002-451.60-33	214.57
				001137	7270014951CM	010-6002-451.60-33	57.81
	8/10/2018	4409	NATIONAL OCCUPATIONAL HEALTH S	001138	1031748	010-1102-419.30-02	295.00
	8/10/2018	5885	VANCE BROTHERS INC	PI 2187	IP26669	010-5300-431.60-80	85.05
	8/10/2018	5941	LOWES	PI 2127	11813	010-6000-451.60-20	15.56
	8/10/2018	6822	TULSA WINNELSON COMPANY	PI 1968	07110100	010-6000-451.60-23	6.85
	8/10/2018	7296	CHRISTIAN KEL CHRYSLER JEEP DODG	PI 2060	693740	010-5310-431.60-20	594.00
	8/10/2018	10360	JAVA DAVES EXECUTIVE COFFEE SE	001133	155924	010-1400-419.60-23	24.00
				001134	271749	010-5310-431.60-23	10.00
				001143	271749	010-5300-431.60-23	26.16
	8/10/2018	11371	PENNY S BURT	001147	JUN & JULY 2018	010-6002-451.40-28	270.00
						8/10/2018 TOTAL -	1,645.23
						CUMULATIVE TOTAL -	52,173.91
	8/14/2018	160	DOERNER SAUNDERS DANIEL & ANDE	001222	207530	010-1700-419.30-08	300.00
				001223	207532	010-1700-419.30-08	120.00
	8/14/2018	307	OTA PIKEPASS CENTER	001239	20180795518	010-1200-419.50-03	9.40
				001240	20180795518	010-1415-424.50-03	.70
				001241	20180795518	010-1700-419.50-03	10.60
				001244	20180795518	010-5110-437.50-03	4.80
				001245	20180795518	010-5300-431.50-03	61.10
				001246	20180795518	010-6000-451.50-03	5.20
	8/14/2018	355	INCOG	001188	222433	010-1700-419.30-85	1,858.13
				001190	222444	010-1700-419.30-85	9,977.75
				001192	222424	010-1700-419.30-85	1,000.00
	8/14/2018	370	AIRGAS USA LLC	001214	9078493531	010-6002-451.60-34	243.84
				001215	9078395813	010-6002-451.60-34	346.23
				001216	9078395812	010-6002-451.60-34	346.23
	8/14/2018	501	CHAMBER OF COMMERCE	001160	44935	010-1700-419.30-11	20.00
				001161	44933	010-0300-413.30-11	20.00
				001162	44937	010-0300-413.30-11	20.00
				001164	44934	010-0300-413.30-11	20.00

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				001166	44934	010-0310-413.30-11	20.00
				001167	44934	010-0501-415.30-11	20.00
				001168	44936	010-0310-413.30-11	20.00
				001169	44936	010-0310-413.30-11	20.00
				001170	44981	010-0300-413.30-11	600.00
				001171	44981	010-0501-415.30-11	600.00
				001172	44981	010-5300-431.30-11	600.00
8/14/2018	556		OFFICE TEAM	001193	51456483	010-0300-413.50-37	478.08
8/14/2018	677		ROYAL PRINTING	001261	51413	010-5300-431.60-23	15.50
				001262	51413	010-1800-419.60-23	15.50
				001263	51413	010-0501-415.60-23	15.50
				001264	51413	010-1410-419.60-23	15.50
8/14/2018	891		STOREY WRECKER SERVICE INC	001200	470415	010-5300-431.40-20	232.82
8/14/2018	1057		TULSA WORLD	001275	494160-0716	010-1410-419.50-05	150.00
				001276	494480-0718	010-1410-419.50-05	130.00
8/14/2018	1756		CENTRAL PARK TAG AGENCY	001158	L1061926672	010-5300-431.60-23	53.50
8/14/2018	3911		YORK ELECTRONICS SYSTEMS INC	001211	66756	010-6000-451.40-07	15.70
8/14/2018	3964		THE ARROW GROUP	001266	73371	010-1700-419.50-76	1,954.00
				001268	73370	010-1700-419.50-76	126.00
8/14/2018	4409		NATIONAL OCCUPATIONAL HEALTH S	001234	1031849	010-1102-419.30-02	87.50
8/14/2018	4513		CUSTOM SERVICES	001176	380131	010-6004-451.40-07	579.30
8/14/2018	7183		AMERICAN SERVICES INC.	001153	0036434	010-6000-451.40-28	757.00
8/14/2018	7335		BASS PRO TRADEMARKS, L.P.	001155	57CAT000000494	010-1700-419.30-87	21,739.73
8/14/2018	8523		STRATEGIC GOVERNMENT RESOURCES	001265	2018100208	010-1102-419.30-87	2,500.00
8/14/2018	8581		JENNIFER TUDOR	001195	07/01-31/18	010-6002-451.40-28	116.25
8/14/2018	9159		CP SOLUTIONS	001219	100227	010-0310-413.50-39	8,809.19
8/14/2018	9794		IMPERIAL INC.	001186	2870808337	010-1700-419.50-86	36.95
8/14/2018	9812		EMS MANAGEMENT & CONSULTANTS I	001225	033731	010-0000-342.04-00	8,069.35
8/14/2018	10366		MCDONALD, MCCANN, METCALF &	001232	7179	010-0800-415.30-08	4,090.68
8/14/2018	10818		TULSA TECHNOLOGY CENTER	001274	001690328	010-1102-419.30-87	960.00
8/14/2018	10837		THE UNITED STATES CONFERENCE	001270	47152	010-1700-419.30-85	5,269.00
8/14/2018	11013		MSDS ONLINE	001233	181833	010-1105-419.40-55	4,640.00
8/14/2018	11305		PROPELLER COMMUNICATIONS LLC	001197	10715	010-0310-413.30-87	6,825.00
8/14/2018	11329		TAMMY KEWING	001203	JULY 2018	010-0800-415.30-08	8,550.00
8/14/2018	11372		MARIANNE STEVENS	001230	07/21/18	010-6002-451.60-33	116.89
						8/14/2018 TOTAL -	76,454.22
						CUMULATIVE TOTAL -	128,628.13
8/15/2018	88		WEST THOMSON REUTERS	001408	838651924	010-0800-415.60-28	1,401.00
8/15/2018	160		DOERNER SAUNDERS DANIEL & ANDE	001371	207531	010-0800-415.30-08	100.00
				001372	207685	010-0800-415.30-08	1,361.95
8/15/2018	203		FEDERAL EXPRESS CORPORATION	001375	4604948073	010-1700-419.50-39	213.52
8/15/2018	501		CHAMBER OF COMMERCE	001478	45073	010-1700-419.30-11	22.00
				001479	45074	010-0310-413.30-11	22.00
				001480	45074	010-0300-413.30-11	22.00
				001481	45074	010-0300-413.30-11	22.00
				001482	45074	010-0300-413.30-11	22.00
8/15/2018	716		MUNICIPAL CODE CORPORATION	001387	00314649	010-1800-419.40-28	950.00
8/15/2018	2112		TULSA COUNTY BAR ASSOCIATION	001487	TBA00004988	010-0800-415.30-85	165.00
				001488	TBA00004988	010-0800-415.30-85	230.00
8/15/2018	3694		ARROW EXTERMINATORS INC	001326	598434	010-5300-431.40-07	32.50

FUND	010 GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			001328	596994	010-5105-432.40-07		25.00
			001331	596986	010-1700-419.40-07		75.00
			001332	596985	010-1700-419.40-07		30.00
			001336	596992	010-6000-451.40-07		25.00
			001337	596993	010-6001-451.40-07		25.00
			001338	596987	010-6002-451.40-07		95.00
			001339	598435	010-6002-451.40-07		70.00
			001340	596996	010-6002-451.40-07		35.00
			001341	598431	010-6005-451.40-07		25.00
8/15/2018	5904	ADDCO ELECTRIC INC.	001323	23241	010-1700-419.40-07		825.00
8/15/2018	7183	AMERICAN SERVICES INC.	001325	0036435	010-6000-451.40-28		757.00
8/15/2018	8508	TULSA COUNTY PRINT SHOP	001394	303914	010-1700-419.50-36		80.84
			001395	303937	010-1700-419.50-36		67.68
			001396	303938	010-1700-419.50-36		516.80
			001397	303949	010-1700-419.50-36		25.00
			001398	303950	010-1700-419.50-36		25.00
			001399	303989	010-1700-419.50-36		25.00
			001400	303990	010-1700-419.50-36		114.71
			001401	303992	010-1700-419.50-36		42.74
			001402	303993	010-1700-419.50-36		69.52
8/15/2018	8919	BRINK'S INCORPORATED	001403	303994	010-1700-419.50-36		145.99
			001354	2330877	010-1800-419.40-28		567.36
			001355	2330877	010-6000-451.40-28		318.60
8/15/2018	9063	KEVIN MCKINNEY	001356	2330877	010-6002-451.40-28		1,122.91
8/15/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	001383	07/26/18	010-6002-451.40-28		270.00
			001412	50022009	010-6002-451.40-33		7.20
			001413	50022440	010-6002-451.40-33		15.05
			001423	50023311	010-1415-424.40-31		55.54
			001427	50023369	010-1800-419.40-33		8.00
			001428	50023366	010-6000-451.40-31		105.26
			001429	50023324	010-6000-451.40-31		13.80
			001430	50023324	010-6003-451.40-31		22.99
			001433	50023359	010-5310-431.40-31		145.15
			001435	50023358	010-5300-431.40-31		153.78
			001437	50023358	010-5300-431.40-33		2.60
			001438	50023368	010-6002-451.40-33		3.65
			001439	50024024	010-6002-451.40-33		7.20
			001440	50019861	010-1700-419.40-33		17.40
			001441	50024019	010-1700-419.40-33		17.40
			001452	50024632	010-5310-431.40-31		145.15
			001454	50024631	010-5300-431.40-31		153.78
			001456	50024631	010-5300-431.40-33		2.60
8/15/2018	10360	JAVA DAVES EXECUTIVE COFFEE SE	001382	271750	010-1800-419.60-23		48.00
8/15/2018	10407	ALLIANCE MAINTENANCE INC	001474	106109	010-1700-419.40-28		3,165.00
8/15/2018	10416	TRANSCRIPTION EXPERTS	001393	009682	010-1800-419.40-28		796.48
8/15/2018	10526	EXPRESS PRESS	001483	35818	010-0000-115.01-00		60.75
8/15/2018	11026	SHAREGATE GROUP INC	001390	Q30774	010-1200-419.40-55		6,995.00
					8/15/2018 TOTAL -		21,884.90
					CUMULATIVE TOTAL -		150,513.03
8/21/2018	79	BROKEN ARROW SENIORS INC	001102	JULY 2018	010-6002-451.50-10		4,674.50

FUND	010 GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/21/2018	113	WAGONER COUNTY RURAL WATER #4	001103	AUG 2018	010-6002-451.50-10		4,674.50
			003644	974500	010-6005-451.50-23		19.73
			005275	949700	010-6005-451.50-23		17.72
8/21/2018	229	AT&T	001280	10534843224	010-1700-419.50-22		16.78
8/21/2018	309	OKLAHOMA NATURAL GAS CO	001014	183741191	010-6002-451.50-24		200.40
			008357	183741191	010-6002-451.50-24		3.06
8/21/2018	442	AMERICAN ELECTRIC POWER	000000	9521579361	010-6002-451.50-25		57.61
			000002	9584079030	010-6000-451.50-25		21.87
			000068	9535808552	010-6002-451.50-25		38.98
			000168	9512771270	010-6002-451.50-25		374.11
			000170	9522543530	010-6002-451.50-25		3,633.48
			000171	9526486320	010-6002-451.50-25		513.88
			000172	9527804180	010-6002-451.50-25		2,575.39
			000173	9535808550	010-6002-451.50-25		588.97
			000174	9562179030	010-6002-451.50-25		5,991.26
			000175	9563318190	010-6002-451.50-25		22.17
			000176	9566279830	010-6002-451.50-25		23.17
			000177	9570369030	010-6002-451.50-25		1,909.21
			000178	9590994700	010-6002-451.50-25		22.94
			000179	9595579330	010-6002-451.50-25		21.40
			006439	9504656920	010-6005-451.50-25		801.58
			006440	9510396280	010-6000-451.50-25		21.40
			006441	9520747215	010-6000-451.50-25		83.36
			006442	9521249690	010-6000-451.50-25		166.81
			006443	9522893210	010-6000-451.50-25		42.47
			006444	9526912632	010-6000-451.50-25		31.40
			006445	9528150390	010-6000-451.50-25		159.23
			006446	9530585300	010-6000-451.50-25		213.63
			006447	9534164330	010-6000-451.50-25		253.79
			006448	9540306930	010-6000-451.50-25		98.83
			006449	9541017910	010-6000-451.50-25		4.98
			006450	9546574470	010-6000-451.50-25		4.98
			006451	9548215060	010-6000-451.50-25		144.16
			006452	9550378160	010-6000-451.50-25		137.99
			006453	9555549500	010-6000-451.50-25		26.96
			006454	9559837450	010-6000-451.50-25		517.67
			006455	9560883360	010-6000-451.50-25		110.54
			006456	9564267920	010-6000-451.50-25		146.93
			006457	9568460810	010-6000-451.50-25		21.40
			006458	9576407820	010-6000-451.50-25		46.59
			006459	9579019760	010-6000-451.50-25		56.62
			006460	9579795990	010-6000-451.50-25		46.60
			006461	9583474821	010-6000-451.50-25		88.24
			006462	9599210130	010-6000-451.50-25		41.65
			006463	9500179030	010-6000-451.50-25		13.80
			006464	9516079030	010-6000-451.50-25		68.89
			006465	9521479030	010-6000-451.50-25		150.49
			006466	9535869030	010-6000-451.50-25		150.38
			006467	9547079030	010-6000-451.50-25		231.00
			006468	9571279030	010-6000-451.50-25		33.05
			006470	9593179030	010-6000-451.50-25		105.33

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FUND	010 GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			006471	9535173550	010-6000-451.50-43		1,278.13
			006472	9521414070	010-6000-451.50-41		218.31
			006473	9599080710	010-6000-451.50-41		334.15
			006474	9565279030	010-6000-451.50-41		177.69
			006475	9565279030	010-6000-451.50-40		268.15
			006476	9550999950	010-6000-451.50-40		265.02
			006477	9587421490	010-6000-451.50-40		272.68
			006478	9528279030	010-6000-451.50-40		344.64
			006479	9543379030	010-6000-451.50-40		130.73
			006480	9585312130	010-6000-451.50-40		215.26
			006481	9545064620	010-6000-451.50-42		284.33
			006482	9524269030	010-6000-451.50-42		2,569.17
			008367	9530813700	010-6000-451.50-25		56.00
			009118	9500931030	010-5310-431.50-25		70.04
			009119	9502643730	010-5310-431.50-25		7.31
			009120	9505615730	010-5310-431.50-25		7.46
			009121	9512131380	010-5310-431.50-25		4.98
			009122	9516811690	010-5310-431.50-25		4.88
			009123	9532921590	010-5310-431.50-25		4.88
			009124	9534529020	010-5310-431.50-25		4.98
			009125	9547331280	010-5310-431.50-25		7.46
			009126	9550772600	010-5310-431.50-25		4.98
			009127	9558489440	010-5310-431.50-25		4.98
			009128	9559962250	010-5310-431.50-25		4.98
			009129	9562217730	010-5310-431.50-25		7.46
			009130	9564579240	010-5310-431.50-25		7.46
			009131	9573455900	010-5310-431.50-25		7.46
			009132	9576264750	010-5310-431.50-25		4.88
			009133	9580636380	010-5310-431.50-25		4.98
			009134	9592078360	010-5310-431.50-25		4.98
			009135	9599910640	010-5310-431.50-25		25.00
8/21/2018	6347	COX COMMUNI CATI ONS	000213	070019601	010-6005-451.50-22		235.73
			001109	069069601	010-6004-451.50-22		176.48
			001110	069069601	010-6004-451.50-22		175.99
			001283	070830601	010-6000-451.50-54		73.95
			001284	070830501	010-6000-451.50-54		73.95
			001285	070830401	010-6000-451.50-54		73.95
			001467	066245901	010-6002-451.50-22		120.93
			002715	066280601	010-5105-432.50-23		114.94
			003806	071259001	010-6001-451.50-22		72.67
			003950	066260001	010-6000-451.50-23		111.95
			005452	070314801	010-6002-451.50-22		62.40
8/21/2018	7724	W NDSTREAM	000183	4512883	010-6000-451.50-54		246.92
			001286	2544015	010-6000-451.50-54		157.69
			001287	2544015	010-6000-451.50-54		172.12
			007886	2598233	010-1700-419.50-22		37.13
			008970	4550177	010-6000-451.50-22		164.61
			008971	2517117	010-6002-451.50-22		45.81
			008972	2598695	010-6002-451.50-22		70.33
			008973	2598696	010-6002-451.50-22		56.18
			008974	3550282	010-6002-451.50-22		256.19

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FUND 010 GENERAL FUND						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
			008975	2591700	010-6004-451.50-22	185.02
			008977	2598691	010-5105-432.50-22	83.56
8/21/2018	7782	TIGER, INC.	001293	1100938	010-6001-451.50-24	25.26
					8/21/2018 TOTAL -	38,819.05
					FUND 010 TOTAL -	189,332.08

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FUND 027 CONVENTION&VISITOR BUREAU						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/07/2018	3314	CMRS- POC	001299	JULY 2018	027-1700-419.50-39	8.88
8/07/2018	3444	ADMIRAL EXPRESS LLC	001041	177551S	027-1700-419.60-23	53.85
8/07/2018	10770	ARTSOK	001296	AUG 2018	027-1700-419.30-87	7,500.00
					8/07/2018 TOTAL -	7,562.73
					CUMULATIVE TOTAL -	7,562.73
8/10/2018	11101	NATIONAL PEN	001139	110122195	027-1700-419.50-86	364.60
8/10/2018	11360	VISIT WIDGET LLC	001151	0000364	027-1700-419.30-87	3,500.00
8/10/2018	11368	BROKEN ARROW CHAMBER OF COMMER	001124	08/28/18	027-1700-419.50-10	7,500.00
					8/10/2018 TOTAL -	11,364.60
					CUMULATIVE TOTAL -	18,927.33
8/14/2018	501	CHAMBER OF COMMERCE	001163	44934	027-1700-419.30-11	20.00
			001217	45053	027-1700-419.30-11	10.00
8/14/2018	5036	CERTIFIED FOLDER DISPLAY SERVI	001159	552718	027-1700-419.30-87	642.96
8/14/2018	7335	BASS PRO TRADEMARKS, L.P.	001154	57CAT000000494	027-1700-419.30-87	21,739.72
					8/14/2018 TOTAL -	22,412.68
					FUND 027 TOTAL -	41,340.01

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FUND	028	B. A. PUBLIC GOLF	AUTHORITY	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
10/15/2005	6036	CUTTER & BUCK					004564	14005841	028-0000-141.28-01	286.00-
							004565	90079053	028-0000-141.28-01	131.25
							004566	90079053	028-6103-451.60-60	6.55
									10/15/2005 TOTAL -	148.20-
									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	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
2/21/2018	6409	NAFECO	PI 1724	916017	030-3501-422.70-17		7,107.60
					2/21/2018 TOTAL -		7,107.60
					CUMULATIVE TOTAL -		7,107.60
3/05/2018	6409	NAFECO	PI 1725	917319	030-3501-422.70-17		2,754.00
					3/05/2018 TOTAL -		2,754.00
					CUMULATIVE TOTAL -		9,861.60
7/06/2018	42	ARROW SAFE AND LOCK INC	PI 1788	72014	030-3001-421.70-15		9.90
					7/06/2018 TOTAL -		9.90
					CUMULATIVE TOTAL -		9,871.50
7/11/2018	42	ARROW SAFE AND LOCK INC	PI 1789	72004	030-3001-421.70-15		9.99
					7/11/2018 TOTAL -		9.99
					CUMULATIVE TOTAL -		9,881.49
7/26/2018	8491	COUNTERTOP SOLUTIONS	PI 2037	22734	030-3009-421.70-15		1,965.00
7/26/2018	10578	P&W GOLF SUPPLY LLC	PI 1874	INV36981	030-6102-451.70-03		4,500.00
					7/26/2018 TOTAL -		6,465.00
					CUMULATIVE TOTAL -		16,346.49
7/30/2018	3911	YORK ELECTRONICS SYSTEMS INC	PI 1867	66782	030-3001-421.70-15		2,615.00
7/30/2018	5941	LOWES	PI 1787	02670	030-3001-421.70-15		22.14
					7/30/2018 TOTAL -		2,637.14
					CUMULATIVE TOTAL -		18,983.63
7/31/2018	240	GRAINGER	PI 1503	9862159473	030-1700-419.70-19		9,077.58
7/31/2018	4997	HARRIS CORPORATION PSPC	PI 1930	93295375	030-5300-431.70-18		7,813.98
7/31/2018	11265	AIR COMFORT INC	PI 2007	1	030-6000-451.70-17		169,513.25
					7/31/2018 TOTAL -		186,404.81
					CUMULATIVE TOTAL -		205,388.44
8/06/2018	4728	CHICKASAW TELECOM INC	PI 2169	43739A	030-3001-421.70-15		2,818.84
					8/06/2018 TOTAL -		2,818.84
					CUMULATIVE TOTAL -		208,207.28
8/08/2018	4730	DELL MARKETING L.P.	PI 2053	10259251818	030-1200-419.70-19		14,618.28
					8/08/2018 TOTAL -		14,618.28
					CUMULATIVE TOTAL -		222,825.56
8/09/2018	8937	CLARKE MOSQUITO CONTROL PRODUC	PI 2055	5083300	030-5300-431.70-04		12,174.66
					8/09/2018 TOTAL -		12,174.66
					CUMULATIVE TOTAL -		235,000.22
8/10/2018	11213	HALFF ASSOCIATES INC	001128	00014157	030-1410-419.70-17		4,325.38
					8/10/2018 TOTAL -		4,325.38
					CUMULATIVE TOTAL -		239,325.60
8/15/2018	10132	ATLAS LAND OFFICE LLC	001352	11288	030-1700-419.70-16		1,980.00
					8/15/2018 TOTAL -		1,980.00
					FUND 030 TOTAL -		241,305.60

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FUND	031	POLICE ENHANCEMENT					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/07/2018	126	CITY OF TULSA	001297	09/17-21/18	031-3001-421.30-11		1,750.00
					8/07/2018 TOTAL -		1,750.00
					FUND 031 TOTAL -		1,750.00

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FUND	035	HOUSING URBAN DEVELOPMENT					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
7/18/2018	9569	TWN CITIES READY MIX INC	PI 1748	168771	035-8017-434.70-15		192.50
					7/18/2018 TOTAL -		192.50
					FUND 035 TOTAL -		192.50

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FUND	037	CRI ME PREVENTI ON						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT			
DUE	NO	NAME	NO	NO	NO			AMOUNT
8/14/2018	5727	FAM I LY & CHI LDRENS SERVI CE, I N	001182	1807199	037-3001-421.30-87			1,478.50
					8/14/2018 TOTAL -			1,478.50
					FUND 037 TOTAL -			1,478.50

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FUND	040	BATTLE CREEK GOLF COURSE					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
6/01/2006	6385	MACGREGOR GOLF COMPANY	004890	917284	040-0000-141.28-01		480.00-
					6/01/2006 TOTAL -		480.00-
					CUMULATIVE 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	042 STREET LIGHT FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
					006391	9529480110	042-5300-431.50-26	10.11
					006392	9532705630	042-5300-431.50-26	57.85
					006393	9540471450	042-5300-431.50-26	40.19
					006394	9550923190	042-5300-431.50-26	36.59
					006395	9552156980	042-5300-431.50-26	60.10
					006396	9552939370	042-5300-431.50-26	10.05
					006397	9553213480	042-5300-431.50-26	57.63
					006398	9556631020	042-5300-431.50-26	13.72
					006399	9557061860	042-5300-431.50-26	11.50
					006400	9570131031	042-5300-431.50-26	11.12
					006401	9576247980	042-5300-431.50-26	67.28
					006402	9576641030	042-5300-431.50-26	15.24
					006403	9576706120	042-5300-431.50-26	10.24
					006404	9578167570	042-5300-431.50-26	37.59
					006405	9579383870	042-5300-431.50-26	53.63
					006406	9587832330	042-5300-431.50-26	96.14
					006407	9594351801	042-5300-431.50-26	30.51
					006408	9500621030	042-5300-431.50-26	8.78
					006409	9502441030	042-5300-431.50-26	13.72
					006410	9504321030	042-5300-431.50-26	13.33
					006411	9506821030	042-5300-431.50-26	9.98
					006412	9507421030	042-5300-431.50-26	13.72
					006413	9512141030	042-5300-431.50-26	11.34
					006414	9519621030	042-5300-431.50-26	11.25
					006415	9522521030	042-5300-431.50-26	20.49
					006416	9525621030	042-5300-431.50-26	14.73
					006417	9531621030	042-5300-431.50-26	10.29
					006418	9532221030	042-5300-431.50-26	13.72
					006419	9535321030	042-5300-431.50-26	8.53
					006420	9538421030	042-5300-431.50-26	12.45
					006421	9543141030	042-5300-431.50-26	9.61
					006422	9544421030	042-5300-431.50-26	13.72
					006423	9545641030	042-5300-431.50-26	10.68
					006424	9550421030	042-5300-431.50-26	13.72
					006425	9551331030	042-5300-431.50-26	8.98
					006426	9552241030	042-5300-431.50-26	13.72
					006427	9563221030	042-5300-431.50-26	13.72
					006428	9569421030	042-5300-431.50-26	14.73
					006429	9572321030	042-5300-431.50-26	10.36
					006430	9574821030	042-5300-431.50-26	8.46
					006431	9575421030	042-5300-431.50-26	13.72
					006432	9581421030	042-5300-431.50-26	14.73
					006433	9585431030	042-5300-431.50-26	10.24
					006434	9589131030	042-5300-431.50-26	13.72
					006435	9590521030	042-5300-431.50-26	10.24
					006436	9594221030	042-5300-431.50-26	13.72
					006437	9597321030	042-5300-431.50-26	11.63
					007538	9527331550	042-5300-431.50-26	58.63
					007539	9575888820	042-5300-431.50-26	53.06
					008130	9568723720	042-5300-431.50-26	52.42
					008241	9507113221	042-5300-431.50-26	49.91

FUND	042 STREET LIGHT FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
7/30/2018	399	LOCKE SUPPLY COMPANY	PI 1556	3496897400	042-5300-431.60-35			87.69
			PI 1557	3497023500	042-5300-431.60-35			7.31
					7/30/2018 TOTAL -			95.00
					CUMULATIVE TOTAL -			95.00
8/01/2018	8770	CONTROL TECHNOLOGIES INC	PI 1947	0066915	042-5300-431.60-35			57.08
					8/01/2018 TOTAL -			57.08
					CUMULATIVE TOTAL -			152.08
8/06/2018	399	LOCKE SUPPLY COMPANY	PI 1808	3502611700	042-5300-431.60-35			29.23
					8/06/2018 TOTAL -			29.23
					CUMULATIVE TOTAL -			181.31
8/07/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 2022	S2394776001	042-5300-431.60-35			46.06
8/07/2018	5941	LOWES	PI 1944	01786	042-5310-437.70-17			38.92
					8/07/2018 TOTAL -			84.98
					CUMULATIVE TOTAL -			266.29
8/08/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 2023	S2395069001	042-5300-431.60-23			70.93
			PI 2024	S2395384001	042-5300-431.60-23			78.75
					8/08/2018 TOTAL -			149.68
					CUMULATIVE TOTAL -			415.97
8/13/2018	602	GADES SALES CO INC	PI 2052	0074226	042-5300-431.60-35			1,195.00
					8/13/2018 TOTAL -			1,195.00
					CUMULATIVE TOTAL -			1,610.97
8/15/2018	6670	DAVIS H. ELLIOT / OKLAHOMA INC	001365	402160	042-5300-431.40-28			3,181.03
					8/15/2018 TOTAL -			3,181.03
					CUMULATIVE TOTAL -			4,792.00
8/21/2018	442	AMERICAN ELECTRIC POWER	000087	9523929450	042-5300-431.50-26			95.88
			000977	9599754840	042-5300-431.50-26			466.76
			001715	9508106710	042-5300-431.50-26			267.66
			002438	9510537130	042-5300-431.50-26			97.22
			003022	95411161102	042-5300-431.50-26			21,397.54
			003442	9599214701	042-5300-431.50-26			21.40
			004145	9537688620	042-5300-431.50-26			125.07
			004146	9594119360	042-5300-431.50-26			283.33
			004769	9524687060	042-5300-431.50-26			375.90
			004790	9553345790	042-5300-431.50-26			38.71
			004954	9518528460	042-5300-431.50-26			338.61
			005259	9556779261	042-5300-431.50-26			336.64
			006383	9500965350	042-5300-431.50-26			52.38
			006384	9501935680	042-5300-431.50-26			56.31
			006385	9510976040	042-5300-431.50-26			25.03
			006386	9511636880	042-5300-431.50-26			10.24
			006387	9519475121	042-5300-431.50-26			71.41
			006388	9523014090	042-5300-431.50-26			57.86
			006389	9526677091	042-5300-431.50-26			70.45
			006390	9529321030	042-5300-431.50-26			13.72

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FUND 042 STREET LIGHT FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
			008242	9508721831	042-5300-431.50-26	183.16
			008243	9509912401	042-5300-431.50-26	86.34
			008245	9527803371	042-5300-431.50-26	23.02
			008246	9529570650	042-5300-431.50-26	403.01
			008247	9552598241	042-5300-431.50-26	21.40
			008248	9556472223	042-5300-431.50-26	25.49
			008250	9577598241	042-5300-431.50-26	22.63
			008251	9578296251	042-5300-431.50-26	305.19
			008253	9583598241	042-5300-431.50-26	25.18
			008254	9588394431	042-5300-431.50-26	206.17
			008362	9511991290	042-5300-431.50-26	44.64
			008363	9519150480	042-5300-431.50-26	58.63
			008364	9530822820	042-5300-431.50-26	62.14
			008365	9535202220	042-5300-431.50-26	78.53
			008366	9555220450	042-5300-431.50-26	69.11
			008728	9555165000	042-5300-431.50-26	218.86
			009240	9520772990	042-5300-431.50-26	62.81
					8/21/2018 TOTAL -	27,299.97
					FUND 042 TOTAL -	32,091.97

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FUND	043	STREET SALES TAX						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT			
DUE	NO	NAME	NO	NO	NO			AMOUNT
7/26/2018	11119	PREMIER TRUCK GRP/ FREIGHTLINER PI 1796	1259321		043-5300-431.70-04			165,072.00
					7/26/2018 TOTAL -			165,072.00
					FUND 043 TOTAL -			165,072.00

FUND	044	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
4/11/2018	8967		OPTICS PLANET INC.	PI 2080	116680210				044-3001-421.60-32	3,829.50
									4/11/2018 TOTAL -	3,829.50
									CUMULATIVE TOTAL -	3,829.50
6/19/2018	90		NAPA AUTO PARTS	PI 1670	2210904549				044-3001-421.60-20	17.67-
									6/19/2018 TOTAL -	17.67-
									CUMULATIVE TOTAL -	3,811.83
7/16/2018	7116		BETHEL BODY SHOP, INC.	PI 1870	RO 23214				044-3001-421.40-20	863.74
									7/16/2018 TOTAL -	863.74
									CUMULATIVE TOTAL -	4,675.57
7/19/2018	625		FASTENAL COMPANY	PI 1753	OKTU729848				044-3008-421.60-23	7.65
									7/19/2018 TOTAL -	7.65
									CUMULATIVE TOTAL -	4,683.22
7/24/2018	4311		UNITED FORD	PI 1958	3120029				044-3001-421.60-20	830.25
									7/24/2018 TOTAL -	830.25
									CUMULATIVE TOTAL -	5,513.47
7/25/2018	90		NAPA AUTO PARTS	PI 1674	2210907870				044-3001-421.60-20	70.73-
									7/25/2018 TOTAL -	70.73-
									CUMULATIVE TOTAL -	5,442.74
7/26/2018	7062		ARROWHEAD SCIENTIFIC, INC.	PI 1457	108109				044-3008-421.60-23	282.60
									7/26/2018 TOTAL -	282.60
									CUMULATIVE TOTAL -	5,725.34
7/27/2018	4311		UNITED FORD	PI 1959	3122484				044-3001-421.60-20	421.77
									7/27/2018 TOTAL -	421.77
									CUMULATIVE TOTAL -	6,147.11
7/30/2018	90		NAPA AUTO PARTS	PI 1686	2210908242				044-3001-421.60-20	79.81
7/30/2018	4311		UNITED FORD	PI 1551	3123141				044-3001-421.60-20	63.06
				PI 1960	CM3120029				044-3001-421.60-20	75.00-
				PI 1961	CM3122484				044-3001-421.60-20	75.00-
									7/30/2018 TOTAL -	7.13-
									CUMULATIVE TOTAL -	6,139.98
7/31/2018	90		NAPA AUTO PARTS	PI 1693	2210908298				044-3001-421.60-20	14.20
				PI 1694	2210908300				044-3001-421.60-20	79.11
7/31/2018	440		RAY ALLEN MANUFACTURING CO INC	PI 1873	RI NV072235				044-3001-421.60-47	192.96
7/31/2018	4311		UNITED FORD	PI 1553	3124399				044-3001-421.60-20	123.82
				PI 1554	3124771				044-3001-421.60-20	234.12
									7/31/2018 TOTAL -	644.21
									CUMULATIVE TOTAL -	6,784.19
8/01/2018	1059		SOUTHERN TIRE MART	PI 1477	102888				044-3001-421.60-19	346.92
8/01/2018	4311		UNITED FORD	PI 1578	3123987				044-3001-421.60-20	621.71
				PI 1579	3125210				044-3001-421.60-20	182.30
8/01/2018	6656		SOUTH EAST AUTO TRIM INC.	PI 1476	56565				044-3001-421.40-20	150.00
									8/01/2018 TOTAL -	1,300.93
									CUMULATIVE TOTAL -	8,085.12

FUND 044 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/02/2018	240	GRAINGER	PI 1521	9865074679	044-3008-421.60-30	22.54
8/02/2018	4311	UNITED FORD	PI 1632	3126463	044-3001-421.60-20	37.52
					8/02/2018 TOTAL -	60.06
					CUMULATIVE TOTAL -	8,145.18
8/03/2018	90	NAPA AUTO PARTS	PI 1710	221090863	044-3001-421.60-20	14.20
8/03/2018	399	LOCKE SUPPLY COMPANY	PI 1717	2210908695	044-3001-421.60-20	168.96
8/03/2018	9892	GOODYEAR COMMERCIAL TIRE	PI 1898	3501625500	044-3001-421.60-18	47.47
			PI 1914	254101574	044-3001-421.60-19	495.04
					8/03/2018 TOTAL -	725.67
					CUMULATIVE TOTAL -	8,870.85
8/06/2018	90	NAPA AUTO PARTS	PI 1885	2210908852	044-3001-421.60-20	301.66
			PI 1886	2210908854	044-3001-421.60-20	41.01
			PI 1889	2210908862	044-3001-421.60-20	271.90
			PI 1892	2210908892	044-3001-421.60-20	60.19
			PI 1893	2210908911	044-3001-421.60-20	9.98
			PI 1894	2210908916	044-3001-421.60-20	18.00
			PI 1895	2210908921	044-3001-421.60-20	34.49
			PI 1896	2210908933	044-3001-421.60-20	34.39
8/06/2018	4311	UNITED FORD	PI 1971	2210908948	044-3001-421.60-20	268.02
			PI 1987	3128871	044-3001-421.60-20	11.34
					8/06/2018 TOTAL -	1,014.98
					CUMULATIVE TOTAL -	9,885.83
8/07/2018	90	NAPA AUTO PARTS	PI 1972	2210908969	044-3001-421.60-20	73.59
			PI 1974	2210908981	044-3001-421.60-20	4.38
			PI 1975	2210908984	044-3001-421.60-20	29.29
			PI 1977	2210909043	044-3001-421.60-20	681.29
8/07/2018	120	CINTAS CORPORATION	PI 1978	2210909051	044-3001-421.60-20	289.86
8/07/2018	3444	ADMIRAL EXPRESS LLC	PI 2038	5011359491	044-3001-421.60-23	102.24
			001021	177476S	044-3008-421.60-03	49.59
			001022	177389S	044-3006-421.60-03	15.00
8/07/2018	4311	UNITED FORD	001023	177252S	044-3001-421.60-03	1,036.36
8/07/2018	5941	LOWES	PI 1988	3129430	044-3001-421.60-20	692.44
8/07/2018	8200	THOMAS COOPER	PI 1945	02680	044-3001-421.60-18	14.46
			001117	09/05-06/18	044-3006-421.50-03	147.50
8/07/2018	8517	ACTION TARGET INC	001316	SUMMER 2018	044-3001-421.30-11	1,200.00
8/07/2018	9149	JACK CLANCY ASSOCIATES	PI 1912	0387670	044-3001-421.60-32	1,275.20
8/07/2018	10212	JOSH MATHEWS	001061	1190	044-3001-421.30-87	4,000.00
8/07/2018	10678	LEONARDO SANCHEZ	001116	07/18-27/18	044-3001-421.50-03	70.00
8/07/2018	10716	TAYLOR FRANCIS	001307	SUMMER 2018	044-3006-421.30-11	496.39
8/07/2018	10772	WEX FLEET UNIVERSAL	001066	07/26-27/18	044-3001-421.50-03	89.25
			001072	55275073	044-3001-421.60-21	23,487.64
8/07/2018	11363	TRENT PATTERSON	001078	55275073	044-3001-421.60-21	210.98
			001070	JULY 2018	044-3001-421.30-11	50.00
					8/07/2018 TOTAL -	33,593.50
					CUMULATIVE TOTAL -	43,479.33
8/08/2018	90	NAPA AUTO PARTS	PI 1980	2210909077	044-3001-421.60-20	39.19
			PI 1985	2210909132	044-3001-421.60-20	148.62

FUND 044 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			PI 2087	2210909124	044-3001-421.60-20	24.50
			PI 2088	2210909138	044-3001-421.60-20	89.68-
8/08/2018	4311	UNITED FORD	PI 2191	2210909096	044-3001-421.60-20	4.38-
			PI 1989	3130136	044-3001-421.60-20	408.48
8/08/2018	9813	JAMISON AUTO GLASS LLC	PI 2192	3130805	044-3001-421.60-20	389.13
			PI 2043	4029	044-3001-421.60-20	85.00
					8/08/2018 TOTAL -	1,000.86
					CUMULATIVE TOTAL -	44,480.19
8/09/2018	90	NAPA AUTO PARTS	PI 2095	2210909218	044-3001-421.60-20	7.44
8/09/2018	4311	UNITED FORD	PI 2193	3131279	044-3001-421.60-20	10.84
8/09/2018	8736	BUDGET WASH INC	PI 2027	744958	044-3001-421.40-20	450.00
					8/09/2018 TOTAL -	468.28
					CUMULATIVE TOTAL -	44,948.47
8/10/2018	90	NAPA AUTO PARTS	PI 2099	2210909306	044-3001-421.60-20	2.71
			PI 2101	2210909317	044-3001-421.60-20	33.87
			PI 2103	2210909361	044-3001-421.60-20	49.96
8/10/2018	8869	BILL KNIGHT FORD	PI 2104	2210909371	044-3001-421.60-20	59.16-
			PI 2183	FR10914	044-3001-421.70-02	20,995.00
			PI 2184	FT10915	044-3001-421.70-02	20,995.00
			PI 2185	FT10924	044-3001-421.70-02	20,995.00
			PI 2186	FT10925	044-3001-421.70-02	20,995.00
8/10/2018	9813	JAMISON AUTO GLASS LLC	PI 2044	4037	044-3001-421.60-20	170.00
8/10/2018	11007	SOURCEONE	001148	13861	044-3001-421.40-07	2,680.00
8/10/2018	11369	GREEN COUNTRY EMERG PHYS GRP T	001126	04/18/18	044-3008-421.30-87	1,403.00
					8/10/2018 TOTAL -	88,260.38
					CUMULATIVE TOTAL -	133,208.85
8/13/2018	90	NAPA AUTO PARTS	PI 2106	2210909484	044-3001-421.60-20	7.09
			PI 2109	2210909508	044-3001-421.60-20	4.38
8/13/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 2111	2210909565	044-3001-421.60-20	173.54
8/13/2018	4311	UNITED FORD	PI 2066	141486	044-3001-421.60-20	408.13
			PI 2195	3133511	044-3001-421.60-20	234.12
					8/13/2018 TOTAL -	827.26
					CUMULATIVE TOTAL -	134,036.11
8/14/2018	501	CHAMBER OF COMMERCE	001173	44981	044-3001-421.30-11	600.00
8/14/2018	538	EQUI FAX	001181	4945339	044-3001-421.50-54	60.00
8/14/2018	574	SUPERIOR, LLC	001201	212388	044-3006-421.40-55	16,852.29
8/14/2018	584	SAMS CLUB	001198	1735360396	044-3008-421.60-23	1,094.40
8/14/2018	3356	ONETA ANIMAL CLINIC	001196	45872	044-3009-421.30-87	513.50
8/14/2018	3867	REASORS INC	001260	08/09/18	044-3008-421.60-23	143.52
8/14/2018	4513	CUSTOM SERVICES	001220	380608	044-3008-421.40-07	126.00
			001221	380369	044-3008-421.40-07	168.00
8/14/2018	5727	FAMILY & CHILDRENS SERVICE, IN	001183	1807199	044-3001-421.30-87	2,147.00
8/14/2018	9915	BEE CLEAN CLEANING SERVICE	001156	3540	044-3001-421.40-07	3,675.00
8/14/2018	10782	LOCKED IN NRN	001228	08/06,08,09/18	044-3008-421.30-87	252.00
			001229	07/30,08/1,3/18	044-3008-421.30-87	252.00
8/14/2018	10995	DR. BINU THEVATHERI L'DVM	001177	07/20/18	044-3009-421.30-87	480.00
			001178	07/20/18	044-3009-421.30-87	215.00

FUND 044 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			001179	07/27/18	044-3009-421.30-87	195.00
			001180	07/27/18	044-3009-421.30-87	120.00
					8/14/2018 TOTAL -	26,893.71
					CUMULATIVE TOTAL -	160,929.82
8/15/2018	501	CHAMBER OF COMMERCE	001357	44876	044-3001-421.30-11	600.00
8/15/2018	584	SAMS CLUB	001389	1767937733	044-3008-421.60-23	662.31
8/15/2018	2137	PRO OVERHEAD DOOR	001388	20254	044-3008-421.40-07	345.00
8/15/2018	3694	ARROW EXTERMINATORS INC	001333	596984	044-3001-421.40-07	35.00
			001334	596983	044-3001-421.40-07	125.00
			001335	596982	044-3001-421.40-07	70.00
8/15/2018	4225	LANGUAGE LINE SERVICE	001384	4361105	044-3006-421.30-87	181.56
8/15/2018	4513	CUSTOM SERVICES	001358	380409	044-3001-421.40-07	425.00
			001359	380558	044-3008-421.40-07	961.23
8/15/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	001360	380494	044-3008-421.40-07	119.00
			001425	50023325	044-3001-421.40-33	1.60
			001426	50023370	044-3001-421.40-33	17.20
8/15/2018	10165	HENRY SCHEIN ANIMAL HEALTH	001466	50023327	044-3009-421.40-33	4.45
			001378	NV80331	044-3009-421.60-23	6.75
			001379	NV78321	044-3009-421.60-23	131.56
8/15/2018	10310	MARMIC FIRE & SAFETY CO INC	001380	NV78321	044-3009-421.60-23	223.24
			001385	5151499	044-3001-421.40-07	100.00
8/15/2018	10995	DR. BINU THEVATHERIL DVM	001386	5151494	044-3001-421.40-07	9.00
			001373	08/03/18	044-3009-421.30-87	360.00
8/15/2018	11038	GOOD SHEPHERD VETERINARY HOSPITAL	001374	08/03/18	044-3009-421.30-87	165.00
			001376	73525	044-3001-421.30-87	78.50
					8/15/2018 TOTAL -	4,621.40
					CUMULATIVE TOTAL -	165,551.22
8/21/2018	442	AMERICAN ELECTRIC POWER	001101	9525277700	044-3001-421.50-25	80.74
			006376	9518031030	044-3001-421.50-25	893.48
			006377	9521921030	044-3001-421.50-25	5,918.76
			006378	9523816640	044-3001-421.50-25	67.67
			006379	9554431030	044-3001-421.50-25	93.20
			006380	9562261602	044-3001-421.50-25	7,346.71
			006381	9567750631	044-3001-421.50-25	5,725.61
8/21/2018	6347	COX COMMUNICATIONS	006382	9542150661	044-3009-421.50-25	2,088.69
8/21/2018	7724	WINDSTREAM	001282	069285801	044-3001-421.50-22	3,175.07
			001288	3556421	044-3001-421.50-22	75.34
			008959	0351003985	044-3001-421.50-22	8,730.65
			008960	1620109426	044-3001-421.50-22	1,539.76
			008961	0351000451	044-3001-421.50-22	3,275.49
			008962	0351002353	044-3001-421.50-22	83.24
			008963	2518301	044-3001-421.50-22	1,023.42
			008964	2518505	044-3001-421.50-22	44.23
			008965	2598212	044-3001-421.50-22	99.14
			008966	3556421	044-3001-421.50-22	75.34
			008967	3558583	044-3001-421.50-22	232.81
			008968	4499583	044-3001-421.50-22	49.68
8/21/2018	7782	TIGER, INC.	008969	4518400	044-3001-421.50-22	853.53
			001289	1100082	044-3001-421.50-24	27.75

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	044	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOICE NO	ACCOUNT NO	AMOUNT
						001290	2528385	044-3001-421.50-24	75.30
						001291	1148393	044-3001-421.50-24	110.97
								8/21/2018 TOTAL -	41,686.58
								FUND 044 TOTAL -	207,237.80

FUND 045	PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO		AMOUNT
5/01/2018	5941	LOWES	PI 1955	12073	045-3503-422.60-23		41.24
					5/01/2018 TOTAL -		41.24
					CUMULATIVE TOTAL -		41.24
5/03/2018	225	SUMMIT TRUCK GROUP	PI 1726	411159836	045-3501-422.60-20		1,762.32
					5/03/2018 TOTAL -		1,762.32
					CUMULATIVE TOTAL -		1,803.56
5/04/2018	225	SUMMIT TRUCK GROUP	PI 1727	CM411159836	045-3501-422.60-20		960.00-
					5/04/2018 TOTAL -		960.00-
					CUMULATIVE TOTAL -		843.56
5/09/2018	5941	LOWES	PI 1956	11668	045-3501-422.60-23		25.20
					5/09/2018 TOTAL -		25.20
					CUMULATIVE TOTAL -		868.76
5/22/2018	4311	UNITED FORD	PI 1776	CM2876839	045-3501-422.60-20		24.66
			PI 1841	CM2876839	045-3501-422.60-20		49.32-
					5/22/2018 TOTAL -		24.66-
					CUMULATIVE TOTAL -		844.10
5/30/2018	225	SUMMIT TRUCK GROUP	PI 1664	411161353	045-3501-422.60-20		464.86
			PI 1665	411161353	045-3501-422.60-20		974.06
			PI 1666	411161380	045-3501-422.60-20		139.34
			PI 2148	411161385	045-3501-422.60-20		1,329.75
					5/30/2018 TOTAL -		2,908.01
					CUMULATIVE TOTAL -		3,752.11
6/04/2018	225	SUMMIT TRUCK GROUP	PI 1667	CM411161353	045-3501-422.60-20		281.02-
			PI 1668	CM411161353A	045-3501-422.60-20		96.00-
					6/04/2018 TOTAL -		377.02-
					CUMULATIVE TOTAL -		3,375.09
6/07/2018	225	SUMMIT TRUCK GROUP	PI 2149	411161633	045-3501-422.60-20		5,317.24
					6/07/2018 TOTAL -		5,317.24
					CUMULATIVE TOTAL -		8,692.33
7/11/2018	5770	HENRY SCHEIN INC	PI 1784	55217463	045-3501-422.60-23		76.20
					7/11/2018 TOTAL -		76.20
					CUMULATIVE TOTAL -		8,768.53
7/20/2018	4536	PRECISION INDUSTRIES INC	PI 1504	2318	045-3501-422.60-20		2,209.75
					7/20/2018 TOTAL -		2,209.75
					CUMULATIVE TOTAL -		10,978.28
7/23/2018	5770	HENRY SCHEIN INC	PI 1452	55559474	045-3502-422.60-23		330.00
					7/23/2018 TOTAL -		330.00
					CUMULATIVE TOTAL -		11,308.28
7/24/2018	370	AIRGAS USA LLC	PI 1549	9078493530	045-3502-422.60-23		801.17
7/24/2018	5770	HENRY SCHEIN INC	PI 1453	55610865	045-3502-422.60-23		660.00

FUND 045 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			PI 1454	55620701	045-3502-422.60-23	143.20
					7/24/2018 TOTAL -	1,604.37
					CUMULATIVE TOTAL -	12,912.65
7/25/2018	8968	ARROW INTERNATIONAL INC	PI 1455	9500384675	045-3502-422.60-23	562.50
7/25/2018	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 2151	87249718	045-3503-422.60-23	389.47
					7/25/2018 TOTAL -	951.97
					CUMULATIVE TOTAL -	13,864.62
7/26/2018	68	BOUND TREE MEDICAL	PI 1450	82935309	045-3502-422.60-23	748.00
7/26/2018	2045	PROFESSIONAL TURF PRODUCTS	PI 1510	142544700	045-3503-422.60-20	557.99
7/26/2018	4937	ASSOCIATED PARTS & SUPPLY	PI 1561	832281	045-3501-422.60-18	96.50
7/26/2018	10052	MASSCO	PI 1468	4068193	045-3501-422.60-30	53.78
					7/26/2018 TOTAL -	1,456.27
					CUMULATIVE TOTAL -	15,320.89
7/27/2018	68	BOUND TREE MEDICAL	PI 1451	82936655	045-3502-422.60-23	6,664.40
7/27/2018	90	NAPA AUTO PARTS	PI 1677	2210908029	045-3502-422.60-20	14.32
			PI 1678	2210908084	045-3501-422.60-20	93.84
7/27/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 1469	141364	045-3501-422.60-20	408.13
7/27/2018	4352	CDW GOVERNMENT	PI 1470	NNL3254	045-3501-422.70-17	9,240.00
7/27/2018	4536	PRECISION INDUSTRIES INC	PI 1791	2329	045-3501-422.60-20	240.02
			PI 1792	2329	045-3501-422.60-20	599.91
7/27/2018	10524	SOUTHERN ANESTHESIA & SURGICAL	PI 1456	2647043RI	045-3502-422.60-23	1,199.92
					7/27/2018 TOTAL -	18,460.54
					CUMULATIVE TOTAL -	33,781.43
7/30/2018	90	NAPA AUTO PARTS	PI 1682	2210908216	045-3501-422.60-20	5.00
7/30/2018	1409	SMITH FARM & GARDEN CO	PI 1754	816257	045-3501-422.60-24	207.99
7/30/2018	5941	LOWES	PI 1616	13879	045-3501-422.60-23	34.16
7/30/2018	6409	NAFECO	PI 1622	940193	045-3501-422.60-23	89.85
7/30/2018	8897	ULINE	PI 1793	99790404	045-3502-422.60-23	255.10
7/30/2018	9892	GOODYEAR COMMERCIAL TIRE	PI 1764	2541011528	045-3503-422.60-19	634.65
					7/30/2018 TOTAL -	1,226.75
					CUMULATIVE TOTAL -	35,008.18
7/31/2018	90	NAPA AUTO PARTS	PI 1697	2210908337	045-3501-422.60-20	27.55
7/31/2018	370	AIRGAS USA LLC	PI 1786	9078684956	045-3502-422.60-23	251.88
7/31/2018	5770	HENRY SCHEIN INC	PI 1785	55821732	045-3502-422.60-23	262.00
					7/31/2018 TOTAL -	541.43
					CUMULATIVE TOTAL -	35,549.61
8/01/2018	90	NAPA AUTO PARTS	PI 1627	2210908473	045-3501-422.60-20	43.33
			PI 1628	2210908488	045-3501-422.60-20	1.91
8/01/2018	1409	SMITH FARM & GARDEN CO	PI 1703	2210908406	045-3501-422.60-20	40.98
			PI 1574	816597	045-3501-422.60-20	3.04
			PI 1625	816636	045-3501-422.60-20	15.76
8/01/2018	5770	HENRY SCHEIN INC	PI 1804	55894207	045-3502-422.60-23	1,214.70
8/01/2018	7665	LIFE ASSIST INC	PI 1816	869485	045-3502-422.60-23	826.75
8/01/2018	8968	ARROW INTERNATIONAL INC	PI 1766	9500406645	045-3502-422.60-23	3,300.00
					8/01/2018 TOTAL -	5,446.47
					CUMULATIVE TOTAL -	40,996.08

FUND 045 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/02/2018	68	BOUND TREE MEDICAL	PI 1937	82942441	045-3502-422.60-23	74.00
8/02/2018	90	NAPA AUTO PARTS	PI 1629	2210908542	045-3501-422.60-20	1.91
			PI 1630	2210908551	045-3501-422.60-20	47.46
			PI 1631	2210908580	045-3501-422.60-20	39.19
8/02/2018	225	SUMMIT TRUCK GROUP	PI 1991	CM411165139	045-3501-422.60-20	3,895.67-
			PI 1992	CM411165544	045-3501-422.60-20	960.00-
			PI 1993	411165139	045-3501-422.60-20	3,895.67
			PI 1994	411165544	045-3501-422.60-20	3,735.93
			PI 2170	411165532	045-3501-422.60-20	894.55
8/02/2018	2045	PROFESSIONAL TURF PRODUCTS	PI 1638	142623800	045-3503-422.60-20	612.98
8/02/2018	7665	LIFE ASSIST INC	PI 1817	869661	045-3502-422.60-23	479.40
					8/02/2018 TOTAL -	4,925.42
					CUMULATIVE TOTAL -	45,921.50
8/03/2018	68	BOUND TREE MEDICAL	PI 1938	82943849	045-3502-422.60-23	1,317.39
			PI 1939	82943850	045-3502-422.60-23	497.14
			PI 1940	82943851	045-3502-422.60-23	526.65
8/03/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 2018	S2393208001	045-3501-422.60-20	11.25
8/03/2018	90	NAPA AUTO PARTS	PI 1712	2210908639	045-3503-422.60-20	211.98
8/03/2018	225	SUMMIT TRUCK GROUP	PI 2171	411165604	045-3501-422.60-20	62.13
			PI 2172	411165638	045-3501-422.60-20	39.30
			PI 2173	411165642	045-3501-422.60-20	151.76
8/03/2018	240	GRAINGER	PI 1911	9866181531	045-3501-422.60-23	80.20
					8/03/2018 TOTAL -	2,897.80
					CUMULATIVE TOTAL -	48,819.30
8/04/2018	5941	LOWES	PI 1812	15002	045-3501-422.60-24	214.02
					8/04/2018 TOTAL -	214.02
					CUMULATIVE TOTAL -	49,033.32
8/06/2018	68	BOUND TREE MEDICAL	PI 2013	82945004	045-3502-422.60-23	134.00
8/06/2018	90	NAPA AUTO PARTS	PI 2014	82945005	045-3502-422.60-23	206.90
			PI 1891	2210908879	045-3502-422.60-20	39.46
			PI 2085	2210908935	045-3501-422.60-20	31.13
8/06/2018	225	SUMMIT TRUCK GROUP	PI 2086	2210908939	045-3501-422.60-20	5.00
			PI 2152	CM411161633	045-3501-422.60-20	5,317.24-
			PI 2153	411165788	045-3501-422.60-20	5,105.33
			PI 2174	CM411165532	045-3501-422.60-20	69.00-
			PI 2175	411165742	045-3501-422.60-20	148.83
8/06/2018	1475	MARSHALL DOMESTICS	AKA PI 2131	257259	045-3501-422.60-23	561.27
					8/06/2018 TOTAL -	845.68
					CUMULATIVE TOTAL -	49,879.00
8/07/2018	68	BOUND TREE MEDICAL	PI 2015	82946198	045-3502-422.60-24	3,444.00
8/07/2018	90	NAPA AUTO PARTS	PI 1973	2210908971	045-3503-422.60-20	2.49
8/07/2018	1562	BRIAN WILSON	001059	SUMMER 2018	045-3501-422.30-11	587.59
8/07/2018	3444	ADMIRAL EXPRESS LLC	001018	177398S	045-3502-422.60-03	352.56
			001019	177326S	045-3501-422.60-03	798.66
			001020	177327S	045-3503-422.60-03	76.62
8/07/2018	4877	NATHAN KINSEY	001065	SUMMER 2018	045-3501-422.30-11	1,000.00
8/07/2018	5770	HENRY SCHEIN INC	PI 2042	56085289	045-3502-422.60-23	191.80

FUND 045 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/07/2018	5941	LOWES	PI 2116	01802	045-3501-422.60-18	70.31
8/07/2018	6214	TIMOTHY TYNER	001069	08/01/18	045-3503-422.30-11	150.00
8/07/2018	7665	LIFE ASSIST INC	PI 2130	870546	045-3502-422.60-23	198.00
8/07/2018	8141	TRENT HARRIS	001317	SUMMER 2018	045-3501-422.30-11	654.07
8/07/2018	8754	BRADLEY DAVIS	001111	SUMMER 2018	045-3501-422.30-11	1,000.00
8/07/2018	9674	KASEY BATTENFIELD	001063	SUMMER 2018	045-3501-422.30-11	1,000.00
8/07/2018	10772	WEX FLEET UNIVERSAL	001073	55275073	045-3501-422.60-21	838.05
			001075	55275073	045-3502-422.60-21	882.25
			001077	55275073	045-3501-422.60-21	1.54
			001079	55275073	045-3501-422.60-21	7.47-
			001081	55275073	045-3502-422.60-21	7.85-
8/07/2018	10945	MATTHEW ESTES	001064	SUMMER 2018	045-3501-422.30-11	1,000.00
8/07/2018	11166	BRENT LINVILLE	001058	SUMMER 2018	045-3501-422.30-11	544.87
8/07/2018	11294	DAVID C MEEKS	001060	SUMMER 2018	045-3501-422.30-11	518.94
8/07/2018	11362	JAKE SHERIDAN	001062	08/01/18	045-3503-422.30-11	150.00
8/07/2018	11364	TREVOR ELLIOTT	001071	AUG 2018	045-3501-422.30-11	5,924.70
					8/07/2018 TOTAL -	19,371.13
					CUMULATIVE TOTAL -	69,250.13
8/08/2018	68	BOUND TREE MEDICAL	PI 2016	82947745	045-3502-422.60-23	1,067.70
			PI 2017	82947746	045-3502-422.60-23	84.20
					8/08/2018 TOTAL -	1,151.90
					CUMULATIVE TOTAL -	70,402.03
8/09/2018	90	NAPA AUTO PARTS	PI 2090	2210909185	045-3501-422.60-20	32.32
			PI 2093	2210909207	045-3502-422.60-20	58.83
8/09/2018	225	SUMMIT TRUCK GROUP	PI 2176	CM11165742	045-3501-422.60-20	148.83-
			PI 2177	411166038	045-3501-422.60-20	132.54
8/09/2018	399	LOCKE SUPPLY COMPANY	PI 2115	3506272500	045-3501-422.60-18	36.03
8/09/2018	5941	LOWES	PI 2122	02058/	045-3501-422.60-18	22.92
8/09/2018	6999	KNOX COMPANY	PI 2056	INV01446014	045-3501-422.60-23	213.00
8/09/2018	8280	CONRAD FIRE EQUIPMENT INC	PI 2062	529467	045-3501-422.60-20	68.40
			PI 2063	529467	045-3501-422.60-20	103.19
					8/09/2018 TOTAL -	518.40
					CUMULATIVE TOTAL -	70,920.43
8/10/2018	90	NAPA AUTO PARTS	PI 2102	2210909327	045-3501-422.60-20	26.38
8/10/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 2067	141477	045-3501-422.60-20	168.00
8/10/2018	240	GRAINGER	PI 2084	9872539854	045-3502-422.60-23	53.76
8/10/2018	4997	HARRIS CORPORATION PSPC	001129	93294943	045-3501-422.60-23	352.24
8/10/2018	5941	LOWES	PI 2128	13307	045-3501-422.60-23	20.50
8/10/2018	9333	JANI-KING OF TULSA, INC	001132	TUL07180191	045-3501-422.30-87	1,917.40
8/10/2018	10594	STEPHANEE CORBET	001149	73118	045-3502-422.30-87	1,875.00
					8/10/2018 TOTAL -	4,413.28
					CUMULATIVE TOTAL -	75,333.71
8/13/2018	90	NAPA AUTO PARTS	PI 2105	2210909483	045-3501-422.60-20	51.38
			PI 2110	2210909524	045-3501-422.60-20	13.24-
8/13/2018	173	TULSA AUTO SPRING	PI 2164	00352163	045-3501-422.60-20	140.78
8/13/2018	724	OREILLY AUTOMOTIVE	PI 2112	0156253194	045-3502-422.60-20	24.19
			PI 2113	0156253214	045-3502-422.60-20	6.33
					8/13/2018 TOTAL -	209.44
					CUMULATIVE TOTAL -	75,543.15

FUND 045 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/14/2018	307	OTA PIKEPASS CENTER	001242	20180795518	045-3501-422.50-03	285.33
			001243	20180795518	045-3502-422.50-03	265.70
			001258	20180795518	045-3501-422.50-03	285.33-
			001259	20180795518	045-3502-422.50-03	265.70-
8/14/2018	574	SUPERIOR, LLC	001202	212388	045-3501-422.40-55	2,741.05
8/14/2018	9734	EMS TECHNOLOGY SOLUTIONS LLC	001226	21195	045-3502-422.40-55	240.00
8/14/2018	9812	EMS MANAGEMENT & CONSULTANTS I	001224	033731	045-3502-422.40-28	14,476.21
8/14/2018	9985	GREEN COUNTRY MEDICAL WASTE LL	001184	5194	045-3502-422.30-87	400.00
8/14/2018	10708	H. O. W. FOUNDATION	001227	0028585	045-3501-422.30-87	148.75
					8/14/2018 TOTAL -	18,006.01
					CUMULATIVE TOTAL -	93,549.16
8/15/2018	3694	ARROW EXTERMINATORS INC	001342	596988	045-3501-422.40-07	45.00
			001343	597079	045-3501-422.40-07	10.00
			001344	598432	045-3501-422.40-07	55.00
			001345	596989	045-3501-422.40-07	35.00
			001346	598436	045-3501-422.40-07	40.00
			001347	598437	045-3501-422.40-07	45.00
			001348	596991	045-3501-422.40-07	65.00
			001349	598433	045-3501-422.40-07	50.00
			001350	596981	045-3501-422.40-07	70.00
			001351	596990	045-3501-422.40-07	35.00
8/15/2018	8997	AMERICAN MUNICIPAL SERVICES CO	001476	39156	045-3502-422.40-28	808.37
8/15/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	001457	50024638	045-3501-422.40-33	4.95
			001458	50024642	045-3501-422.40-33	6.35
			001459	50024643	045-3501-422.40-33	6.35
			001460	50024023	045-3501-422.40-33	4.60
			001461	50024025	045-3501-422.40-33	5.90
			001462	50023367	045-3501-422.40-33	3.95
			001463	50023326	045-3501-422.40-33	2.20
			001464	50023315	045-3501-422.40-33	3.35
			001465	50023321	045-3501-422.40-33	4.35
					8/15/2018 TOTAL -	1,300.37
					CUMULATIVE TOTAL -	94,849.53
8/21/2018	309	OKLAHOMA NATURAL GAS CO	000253	250193582	045-3501-422.50-24	149.20
			007328	250193582	045-3501-422.50-24	2.33
8/21/2018	442	AMERICAN ELECTRIC POWER	004621	9509729320	045-3501-422.50-25	45.28
			004622	9517741030	045-3501-422.50-25	1,044.55
			004623	9519294580	045-3501-422.50-25	2,027.39
			004624	9534041030	045-3501-422.50-25	59.78
			004625	9562068412	045-3501-422.50-25	1,616.91
			004626	9585580431	045-3501-422.50-25	593.08
			004627	9570775800	045-3501-422.50-25	983.66
			004628	9571041030	045-3501-422.50-25	424.43
			004629	9577921030	045-3501-422.50-25	543.09
			004630	9579250710	045-3501-422.50-25	70.45
			004631	9599141030	045-3501-422.50-25	479.54
8/21/2018	6347	COX COMMUNICATIONS	002709	066260401	045-3501-422.50-23	144.94
			002714	066260801	045-3501-422.50-23	144.94
			003646	066267401	045-3501-422.50-23	175.90

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 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	045	PUBLIC SAFETY SALES TAX				
DATE		VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT
DUE		NO	NAME	NO	NO	NO
						AMOUNT
8/21/2018	8512	AT&T MOBILITY		009765	066260501	045-3501-422.50-23
				000918	2003583	045-3501-422.50-54
				000919	2006125	045-3501-422.50-54
				000920	2007759	045-3501-422.50-54
				000921	2313744	045-3501-422.50-54
				000922	2317072	045-3501-422.50-54
				000923	2317796	045-3501-422.50-54
				000924	2318158	045-3501-422.50-54
				000925	2318340	045-3501-422.50-54
				000926	2324713	045-3501-422.50-54
				000927	2327091	045-3501-422.50-54
				000928	2327728	045-3501-422.50-54
				000929	2373694	045-3501-422.50-54
				000930	2379084	045-3501-422.50-54
				000931	2609260	045-3501-422.50-54
				000932	2617054	045-3501-422.50-54
				000933	2617297	045-3501-422.50-54
				000934	2822212	045-3501-422.50-54
				000935	2825108	045-3501-422.50-54
				000936	2826892	045-3501-422.50-54
				000937	2827250	045-3501-422.50-54
				000938	2843377	045-3501-422.50-54
				000939	2844201	045-3501-422.50-54
				000940	3133458	045-3501-422.50-54
				000941	3446719	045-3501-422.50-54
				000942	3447283	045-3501-422.50-54
				000943	3447330	045-3501-422.50-54
				000944	3463757	045-3501-422.50-54
				000945	3469450	045-3501-422.50-54
				000946	4027844	045-3501-422.50-54
				000947	4389526	045-3501-422.50-54
				000948	4389634	045-3501-422.50-54
				000949	4389702	045-3501-422.50-54
				000950	4389983	045-3501-422.50-54
				000952	5132544	045-3501-422.50-54
				000953	6056822	045-3501-422.50-54
				000954	6133798	045-3501-422.50-54
				000955	7030941	045-3501-422.50-54
				000956	7341288	045-3501-422.50-54
				000957	7342996	045-3501-422.50-54
				000958	7345512	045-3501-422.50-54
				000959	8453439	045-3501-422.50-54
				000960	9825658	045-3501-422.50-54
				000961	9825675	045-3501-422.50-54
				000962	2847466	045-3502-422.50-54
				000963	3449851	045-3502-422.50-54
				000964	3782766	045-3502-422.50-54
				000965	3782851	045-3502-422.50-54
				000966	3983977	045-3502-422.50-54
				000967	4021644	045-3502-422.50-54
				000968	4023886	045-3502-422.50-54

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CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 49

FUND	045	PUBLI C SAFETY SALES TAX				
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	
DUE	NO	NAME	NO	NO	NO	AMOUNT
			000969	4039943	045-3502-422.50-54	40.04
			000970	4080325	045-3502-422.50-54	40.04
			000971	2617115	045-3501-422.50-54	40.04
			000972	3467671	045-3501-422.50-54	40.04
					8/21/2018 TOTAL -	10,812.57
					FUND 045 TOTAL -	105,662.10

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CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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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
3/22/2018	5279	HRAOK, INC.	PI 2078	45905	059-5300-431.70-16		21,737.37-
					3/22/2018 TOTAL -		21,737.37-
					FUND 059 TOTAL -		21,737.37-

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CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND 060 WORKMANS COMP	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	8/07/2018	10956	WORKER' S COMPENSATI ON ACCOUNT	001118	08/08/18	060-1700-419.30-88	14,730.41
				001119	08/08/18	060-1700-419.30-08	350.25
				001120	08/08/18	060-1700-419.30-87	2,000.00
				001318	08/13/18	060-1700-419.30-88	18,969.12
				001319	08/13/18	060-1700-419.50-90	426.00-
				001320	08/13/18	060-1700-419.30-08	500.00
				001321	08/13/18	060-1700-419.30-87	7.00
				001322	08/14/18	060-1700-419.50-90	2,313.00
						8/07/2018 TOTAL -	38,443.78
						CUMULATI VE TOTAL -	38,443.78
	8/14/2018	10955	CONSOLI DATED BENEFI TS RESOURCE	001218	2005	060-1700-419.30-87	5,833.33
						8/14/2018 TOTAL -	5,833.33
						FUND 060 TOTAL -	44,277.11

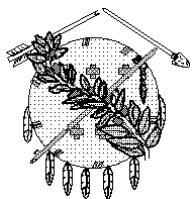
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 PROGRAM GM314L
 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	091	2011	GO BOND ISSUE				
DATE			VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT
DUE			NO	NAME	NO	NO	NO
							AMOUNT
5/30/2018			133	UT I L I T Y S U P P L Y	PI 1728	115486	091-6000-451.70-15
							5/30/2018 TOTAL -
							CUMULATI VE TOTAL -
							1,144.00
							1,144.00
							1,144.00
6/11/2018			133	UT I L I T Y S U P P L Y	PI 1729	115761	091-6000-451.70-15
							6/11/2018 TOTAL -
							CUMULATI VE TOTAL -
							1,246.80
							1,246.80
							2,390.80
6/20/2018			133	UT I L I T Y S U P P L Y	PI 1730	CM116099	091-6000-451.70-15
							6/20/2018 TOTAL -
							CUMULATI VE TOTAL -
							1,144.00-
							1,144.00-
							1,246.80
7/25/2018			10300	VOY CONSTRUCTI ON	PI 2181	072518	091-6000-451.70-15
							7/25/2018 TOTAL -
							CUMULATI VE TOTAL -
							12,030.40
							12,030.40
							13,277.20
7/26/2018			9569	TW N C I T I E S R E A D Y M I X I N C	PI 1443	169334	091-5305-438.70-15
							7/26/2018 TOTAL -
							CUMULATI VE TOTAL -
							76.52
							76.52
							13,353.72
7/27/2018			8849	KLEI NFELDER	PI 1844	001205472	091-5305-438.70-16
							7/27/2018 TOTAL -
							CUMULATI VE TOTAL -
							2,039.11
							2,039.11
							15,392.83
8/09/2018			11241	LAND3 STUDI O LLC	PI 2084	12632	091-6000-451.70-15
							8/09/2018 TOTAL -
							FUND 091 TOTAL -
							500.00
							500.00
							15,892.83

FUND	092 2014	GO BOND	ISSUE	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
5/12/2017	5279	HRAOK, INC.	PI 2076	45977	092-5300-431.70-16	1,159.75				
					5/12/2017 TOTAL -	1,159.75				
					CUMULATIVE TOTAL -	1,159.75				
8/01/2017	5279	HRAOK, INC.	PI 2077	46136	092-5300-431.70-16	585.00				
					8/01/2017 TOTAL -	585.00				
					CUMULATIVE TOTAL -	1,744.75				
3/22/2018	5279	HRAOK, INC.	PI 2079	45905	092-5300-431.70-16	24,054.87				
					3/22/2018 TOTAL -	24,054.87				
					CUMULATIVE TOTAL -	25,799.62				
7/24/2018	6955	GREENHILL MATERIALS	PI 1444	133605	092-5300-431.70-15	193.12				
					7/24/2018 TOTAL -	193.12				
					CUMULATIVE TOTAL -	25,992.74				
7/25/2018	10300	VOY CONSTRUCTION	PI 2182	072518	092-6000-451.70-15	103,869.44				
					7/25/2018 TOTAL -	103,869.44				
					CUMULATIVE TOTAL -	129,862.18				
7/31/2018	5955	GH2 ARCHITECTS, LLC	PI 2030	11	092-6102-451.70-16	250.00				
			PI 2031	14	092-6000-451.70-16	1,400.00				
7/31/2018	8602	CEC CORPORATION	PI 1440	131730403	092-5300-431.70-16	185.16				
			PI 1441	131730403	092-5300-431.70-16	1,789.84				
7/31/2018	8702	ERGON ASPHALT & EMULSIONS INC	PI 1783	9401889686	092-5300-431.70-15	3,477.58				
					7/31/2018 TOTAL -	7,102.58				
					CUMULATIVE TOTAL -	136,964.76				
8/01/2018	8702	ERGON ASPHALT & EMULSIONS INC	PI 1765	9401890761	092-5300-431.70-15	2,686.55				
					8/01/2018 TOTAL -	2,686.55				
					CUMULATIVE TOTAL -	139,651.31				
8/03/2018	1738	PLANNING DESIGN GROUP	PI 1797	4497	092-6000-451.70-16	690.00				
			PI 1798	4498	092-6000-451.70-16	345.00				
					8/03/2018 TOTAL -	1,035.00				
					CUMULATIVE TOTAL -	140,686.31				
8/04/2018	420	APAC-CENTRAL, INC	PI 2008	7001137012	092-5300-431.70-15	3,787.02				
			PI 2009	7001137014	092-5300-431.70-15	62,346.65				
					8/04/2018 TOTAL -	66,133.67				
					CUMULATIVE TOTAL -	206,819.98				
8/10/2018	11272	JOHN STORY COMPANY LLC	001135	20180727	092-5300-431.70-08	7,650.00				
					8/10/2018 TOTAL -	7,650.00				
					CUMULATIVE TOTAL -	214,469.98				
8/14/2018	1721	OKLAHOMA DEPT OF TRANSPORTATION	001238	33035	092-6000-451.70-15	153,894.00				
					8/14/2018 TOTAL -	153,894.00				
					FUND 092 TOTAL -	368,363.98				
					TOTAL ALL FUNDS -	2,681,761.51				



City of Broken Arrow

Request for Action

File #: 18-980, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Consideration, discussion, and possible award of the lowest responsible bid to Cherokee Pride Construction, and approve and authorize execution of a construction contract for Albany Street (61st Street South) Southside Drainage Improvements (Project No. ST1411A)

Background:

The project consists of installation of storm sewer improvements over the 1200-ft project length, including ditch grading, along the south side of Albany Street between 9th and 23rd Streets. Bid documents were prepared and advertised on June 18th and 25th, 2018. Seven bids were received and opened on August 14th, 2018. The Engineer's Estimate was read as \$254,625.00.

Cost: \$272,201.00

Funding Source: 2014 GO Bond

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to Cherokee Pride Construction and approve and authorize execution of a construction contract for Albany Street (61st Street South) Southside Drainage Improvements (Project No. ST1411A).

BID TABULATION
ALBANY STREET (61ST STREET SOUTH) SOUTHSIDE DRAINAGE IMPROVEMENTS
PROJECT NO. ST1411A BID NO. 19.102
BID OPENING 08/14/18 AT 2:00 P.M. AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING

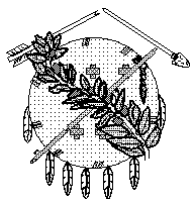
ALBANY STREET (61ST STREET SOUTH) SOUTHSIDE DRAINAGE IMPROVEMENTS				ENGINEER'S ESTIMATE		CHEROKEE PRIDE CONSTRUCTION PO BOX 28 SAPULPA, OK 74067 (918)706-1630		ENVISION CIVIL CONSTRUCTION, LLC 1206 SE 15TH WAGONER, OK 74467 (918)770-6914		DIVERSIFIED CIVIL CONTRACTORS, LLC 3701-A S. HARVARD AVE. #180 TULSA, OK 74135 (918)671-0456		NABUOLZ CONSTRUCTION CORP. 10319 E. 54TH ST. TULSA, OK 74146 (918)632-7227		GROUND LEVEL, LLC 4732 N. 4318 PRYOR, OK 74361 (918)353-2289		RL HENSLEY CONSTRUCTION, INC. 9811 E. 46TH PL. TULSA, OK 74146 (918)663-9936		GRADE LINE CONSTRUCTION, LLC PO BOX 2528 BROKEN ARROW, OK 74013 (918)402-5001	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
202(A)	UNCLASSIFIED EXCAVATION	CY	600	\$17.00	\$10,200.00	\$10.00	\$6,000.00	\$13.00	\$7,800.00	\$18.00	\$10,800.00	\$33.00	\$19,800.00	\$17.50	\$10,500.00	\$12.00	\$7,200.00	\$25.00	\$15,000.00
202(D)	UNCLASSIFIED BORROW	CY	500	\$25.00	\$12,500.00	\$10.00	\$5,000.00	\$25.00	\$12,500.00	\$27.00	\$13,500.00	\$45.50	\$22,750.00	\$18.00	\$9,000.00	\$60.00	\$30,000.00	\$30.00	\$15,000.00
221(C)	TEMPORARY SILT FENCE	LF	500	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$0.50	\$250.00	\$2.00	\$1,000.00	\$3.00	\$1,500.00	\$3.50	\$1,750.00	\$4.00	\$2,000.00	\$3.00	\$1,500.00
221(D)	TEMPORARY SEDIMENT FILTER	EA	5	\$100.00	\$500.00	\$200.00	\$1,000.00	\$100.00	\$500.00	\$300.00	\$1,500.00	\$234.00	\$1,170.00	\$25.00	\$125.00	\$350.00	\$1,750.00	\$300.00	\$1,500.00
230	SOLID SLAB SOD	SY	2030	\$3.00	\$6,090.00	\$3.00	\$6,090.00	\$3.25	\$6,597.50	\$4.00	\$8,120.00	\$4.00	\$8,120.00	\$2.60	\$5,278.00	\$5.00	\$10,150.00	\$3.00	\$6,090.00
233(E)	EXCELSIOR MAT	SY	2205	\$8.00	\$17,640.00	\$4.00	\$8,820.00	\$3.50	\$7,717.50	\$10.00	\$22,050.00	\$3.40	\$7,497.00	\$3.00	\$6,615.00	\$5.00	\$11,025.00	\$25.00	\$55,125.00
BA-316	PAVEMENT CUT & REPAIR	LF	350	\$50.00	\$17,500.00	\$10.00	\$3,500.00	\$80.00	\$28,000.00	\$47.00	\$16,450.00	\$132.00	\$46,200.00	\$90.00	\$31,500.00	\$130.00	\$45,500.00	\$130.00	\$45,500.00
610(A)	4" CONCRETE SIDEWALK	SY	375	\$40.00	\$15,000.00	\$55.00	\$20,625.00	\$50.00	\$18,750.00	\$40.00	\$15,000.00	\$54.00	\$20,250.00	\$65.00	\$24,375.00	\$55.00	\$20,625.00	\$55.00	\$20,625.00
610(I)	TACTILE WARNING DEVICE	SF	16	\$80.00	\$1,280.00	\$20.00	\$320.00	\$100.00	\$1,600.00	\$25.00	\$400.00	\$64.00	\$1,024.00	\$100.00	\$1,600.00	\$50.00	\$800.00	\$25.00	\$400.00
611(A)	MANHOLE 8" DIA., COMPLETE-IN-PLACE	EA	5	\$2,200.00	\$11,000.00	\$6,100.00	\$30,500.00	\$8,000.00	\$40,000.00	\$6,500.00	\$32,500.00	\$6,680.00	\$33,400.00	\$7,500.00	\$37,500.00	\$6,000.00	\$30,000.00	\$9,800.00	\$49,000.00
611(G)	SPECIAL INLET DRAIN (B.A. RECESSED CURB INLET ST29, 4' L X 3' W)	EA	5	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00	\$3,200.00	\$16,000.00	\$4,000.00	\$20,000.00	\$3,670.00	\$18,350.00	\$4,500.00	\$22,500.00	\$6,800.00	\$34,000.00	\$5,000.00	\$25,000.00
613(E)	(SP) 15" CORRUGATED POLYPROPYLENE PIPE, COMPLETE - IN - PLACE	LF	25	\$35.00	\$875.00	\$70.00	\$1,750.00	\$50.00	\$1,250.00	\$40.00	\$1,000.00	\$99.00	\$2,475.00	\$85.00	\$2,125.00	\$165.00	\$4,125.00	\$100.00	\$2,500.00
613(E)	(SP) 24" CORRUGATED POLYPROPYLENE PIPE, COMPLETE - IN - PLACE	LF	1652	\$45.00	\$74,340.00	\$73.00	\$120,596.00	\$50.00	\$82,600.00	\$50.00	\$82,600.00	\$46.50	\$76,818.00	\$75.00	\$123,900.00	\$83.00	\$137,116.00	\$95.00	\$156,940.00
619(B)	REMOVAL OF CURB & GUTTER	LF	350	\$2.00	\$700.00	\$10.00	\$3,500.00	\$7.00	\$2,450.00	\$3.00	\$1,050.00	\$9.00	\$3,150.00	\$5.00	\$1,750.00	\$10.00	\$3,500.00	\$8.00	\$2,800.00
641	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00	\$16,500.00	\$16,500.00	\$13,000.00	\$13,000.00	\$12,896.00	\$12,896.00	\$30,000.00	\$30,000.00	\$10,500.00	\$10,500.00	\$45,000.00	\$45,000.00
642(B)	CONSTRUCTION STAKING LEVEL II	LS	1	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$8,600.00	\$8,600.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00
882(A)	CHANGEABLE MESSAGE SIGN	EA	2	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00	\$8,000.00	\$16,000.00	\$3,350.00	\$6,700.00	\$2,040.00	\$4,080.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00
SPECIAL (	HW-6, COMPLETE - IN - PLACE	EA	1	\$6,250.00	\$6,250.00	\$6,000.00	\$6,000.00	\$8,400.00	\$8,400.00	\$9,000.00	\$9,000.00	\$15,200.00	\$15,200.00	\$11,500.00	\$11,500.00	\$14,000.00	\$14,000.00	\$8,500.00	\$8,500.00
SPECIAL (	HW-7, COMPLETE - IN - PLACE	EA	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$7,700.00	\$7,700.00	\$7,000.00	\$7,000.00	\$10,600.00	\$10,600.00	\$9,950.00	\$9,950.00	\$12,000.00	\$12,000.00	\$6,100.00	\$6,100.00
SPECIAL (	HW-8, COMPLETE - IN - PLACE	EA	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$8,200.00	\$8,200.00	\$7,000.00	\$7,000.00	\$10,600.00	\$10,600.00	\$9,950.00	\$9,950.00	\$12,000.00	\$12,000.00	\$6,250.00	\$6,250.00
SPECIAL (	HW-9, COMPLETE - IN - PLACE	EA	1	\$6,750.00	\$6,750.00	\$4,500.00	\$4,500.00	\$8,700.00	\$8,700.00	\$7,000.00	\$7,000.00	\$17,400.00	\$17,400.00	\$9,950.00	\$9,950.00	\$14,000.00	\$14,000.00	\$6,500.00	\$6,500.00
SPECIAL (	HW-10, COMPLETE - IN - PLACE	EA	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$8,200.00	\$8,200.00	\$7,000.00	\$7,000.00	\$10,600.00	\$10,600.00	\$9,950.00	\$9,950.00	\$12,000.00	\$12,000.00	\$6,300.00	\$6,300.00
SPECIAL (	HW-11, COMPLETE - IN - PLACE	EA	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$10,800.00	\$10,800.00	\$10,500.00	\$10,500.00	\$13,000.00	\$13,000.00	\$11,300.00	\$11,300.00
SPECIAL	PROJECT SIGN	EA	2	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$450.00	\$900.00	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$430.00	\$860.00
TOTAL BASE BID:				\$254,625.00			\$272,201.00		\$307,715.00		\$310,970.00		\$373,000.00		\$388,798.00		\$448,791.00		\$503,290.00

1 2 3 4 5 6 7

I certify that this is a true and correct Tabulation of Bids received at 2:00 p.m. on August 14, 2018. This document does not imply that the contract will be awarded to any particular bidder.
The City reserves the right to accept or reject any and all bids.


Travis Small, P.E., CFM
Transportation Manager





City of Broken Arrow

Request for Action

File #: 18-994, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Consideration, discussion and possible preview of an Ordinance of the City of Broken Arrow amending the City of Broken code of ordinances chapter 7, adding Article XV Medical Marijuana, Business Regulations and Licensing, Establishing Regulations for Retail Medical Marijuana Establishments, Commercial Marijuana growing facilities, Wholesale Marijuana Facilities, Marijuana Storage Facilities; and repealing all ordinances to the contrary and declaring an emergency

Background:

State Question 788 (“SQ 788”) legalizes and licenses the use, sale and growth of medical marijuana in Oklahoma for medicinal purposes. SQ 788 requires the Oklahoma State Department of Health (“ODH”) to issue a medical marijuana license to any Oklahoma resident who is eighteen years or older who submits an application signed by an Oklahoma Board certified physician. There are no qualifying medical conditions required for a license, meaning a physician may recommend medicinal marijuana. In addition, an applicant under the age of eighteen (18) may obtain a medical marijuana license if recommended by two physicians and the applicant’s legal guardian. The ODH may also issue medical marijuana licenses to caregivers to administer medical marijuana to their wards. ODH must approve or reject an application for a medical marijuana license within fourteen (14) days of receipt of the application. Licenses are good for two (2) years and cost One Hundred dollars (\$100.00) or Twenty dollars (\$20.00) for Medicaid, Medicare or SoonerCare patients. Cities and counties in Oklahoma are not allowed to “opt out” of SQ No. 788.

SQ 788 specifically provides that no city or local municipality may unduly change or restrict zoning laws to prevent the opening of a retail marijuana establishment. The attached ordinance amends the City of Broken Arrow Code of Ordinances, Chapter 7, adding Article XV for Medical Marijuana. The ordinance establishes business regulations and licensing procedures for retail, commercial and whole sale marijuana facilities. The ordinance provides location restrictions according to the Broken Arrow Zoning Ordinance that will be considered by Planning Commission on August 30, 2018 and considered by City Council on September 4, 2018. The ordinance also provides for licensing fees to be established in the Manual of Fees.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, Acting City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Preview Ordinance

Recommendation:

Preview the Ordinance and set for adoption.

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF BROKEN ARROW AMENDING THE CITY OF BROKEN ARROW CODE OF ORDINANCES CHAPTER 7, ADDING ARTICLE XV MEDICAL MARIJUANA, BUSINESS REGULATIONS AND LICENSING, ESTABLISHING REGULATIONS FOR RETAIL MEDICAL MARIJUANA ESTABLISHMENTS, COMMERCIAL MARIJUANA GROWING FACILITIES, WHOLESALE MARIJUANA FACILITIES, MARIJUANA STORAGE FACILITIES; AND REPEALING ALL ORDINANCES TO THE CONTRARY AND DECLARING AN EMERGENCY

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

SECTION I. That Chapter 7 shall be amended by adding Article XV to the Broken Arrow City Code which shall read as follows, to wit:

ARTICLE XV MEDICAL MARIJUANA

SECTION 7-363 Definitions

The following terms are defined as set forth for use in this article:

- (1) Medical Marijuana Dispensary is defined as an entity that is licensed by the Oklahoma State Department of Health pursuant to Title 63 O.S. § 421A which allows the entity to purchase medical marijuana from a Commercial Grower or Processor and sell medical marijuana only to qualified patients and caregivers.
- (2) Commercial Grower is defined as an entity that is licensed by the Oklahoma State Department of Health pursuant to Title 63 O.S. § 422A, which allows the entity to grow, harvest, and package medical marijuana for the purpose of selling medical marijuana to a dispensary, processor or researcher.
- (3) Marijuana Processor is defined as an entity that is licensed by the Oklahoma State Department of Health pursuant to Title 63 O.S. § 423A which allows the entity to purchase marijuana from a commercial grower; prepare, manufacture, package, sell to and deliver medical marijuana products to a dispensary licensee or other processor licensee; and may process marijuana received from a qualified patient into a medical marijuana concentrate, for a fee.
- (4) Qualified Patient means a person that has been issued a medical marijuana license pursuant to 63 O.S. § 420A *et seq.*
- (5) Caregiver means a person that has been issued a medical marijuana license pursuant to 63 O.S. § 420A *et seq.*

- (6) Commercial Establishment License means a license issued to a Medical Marijuana Dispensary, Commercial Grower or Processor by the Oklahoma State Department of Health pursuant to 63 O.S. § 420A *et seq.*

SECTION 7-364 Medical Marijuana Dispensary Requirements

- A. State Licensing Requirement. All operators of a Medical Marijuana Dispensary within the City of Broken Arrow must maintain a valid commercial establishment license from the Oklahoma Department of Health. Each person operating a Medical Marijuana Dispensary within the City of Broken Arrow shall provide the City with a copy of their commercial establishment license issued by the Oklahoma Department of Health prior to commencing operation and shall further provide the City with a copy of any renewal of the commercial establishment license not later than August 25th of each calendar year.
- B. City Permit Requirement. All operators of a Medical Marijuana Dispensary within the City of Broken Arrow must obtain a Medical Marijuana Dispensary permit from the Municipal Clerk prior to commencing operation.
- C. Applications for Medical Marijuana Dispensary permit. Any person seeking to obtain a Medical Marijuana Dispensary permit shall submit a written application to the Development Services Department on a City prescribed form to include, at a minimum, the following:
1. The name of the establishment;
 2. Physical address of the establishment;
 3. Phone number of the establishment;
 4. Operating hours of the establishment;
 5. The applicant's first name, middle name, last name and suffix if applicable;
 6. The applicant's residence address and mailing address;
 7. The applicant's date of birth;
 8. The applicant's preferred telephone number and email address;
 9. An attestation that the information provided by the applicant is true and correct;
 10. An application submitted on behalf of a business organization shall include an attestation that the applicant is authorized to make application on behalf of the business organization, full name of the business organization, type of business organization, mailing address for the business organization,
 11. A statement signed by the applicant not to divert marijuana to any individual or entity that is not lawfully entitled to possess marijuana.
- D. Application Fees. Application processing fees for a Medical Marijuana Dispensary permit shall be as set forth in the Manual of Fees adopted by the Broken Arrow City Council. The fee shall be used to offset municipal expenses covering costs related to licensing, inspection, administration and enforcement of Medical Marijuana Dispensary establishments.

- E. **Renewal Fees.** Annual renewal fees of any Medical Marijuana Dispensary permit shall be as set forth in the Manual of Fees. The fee shall be used to offset municipal expenses covering costs related to licensing, inspection, administration and enforcement of Medical Marijuana Dispensary establishments.
- F. Application fees and annual renewal fees are non-refundable. The application fees shall be paid at the time of the submission of an application for a license and are not prorated.
- G. **Location Restrictions for Medical Marijuana Dispensary.**
 - 1. A Medical Marijuana Dispensary permit will not be granted to any applicant where the proposed location would be located within one thousand (1,000) feet from any public or private school entrance. The distance specified shall be measured from any entrance of the school to the nearest property point of the dispensary.
 - 2. A Medical Marijuana Dispensary Permit will not be granted to any applicant where the proposed location is not allowed by the Broken Arrow Zoning Ordinance.

SECTION 7-365 Commercial Grower Requirements

- A. **State Licensing Requirement.** All operators of a Commercial Grower within the City of Broken Arrow must maintain a valid commercial establishment license from the Oklahoma Department of Health. Each person operating a Commercial Grower within the City of Broken Arrow shall provide the City with a copy of their commercial establishment license issued by the Oklahoma Department of Health prior to commencing operation and shall further provide the City with a copy of any renewal of the commercial establishment license not later than August 25th of each calendar year.
- B. **City Permit Requirement.** All operators of a Commercial Grower within the City of Broken Arrow must obtain a Commercial Grower permit from the Municipal Clerk prior to commencing operation.
- C. **Applications for a Commercial Grower permit.** Any person seeking to obtain a Commercial Grower permit shall submit a written application to the Development Services Department on a City prescribed form to include, at a minimum, the following:
 - 1. The name of the establishment;
 - 2. Physical address of the establishment;
 - 3. Phone number of the establishment;
 - 4. Operating hours of the establishment;
 - 5. The applicant's first name, middle name, last name and suffix if applicable;
 - 6. The applicant's residence address and mailing address;
 - 7. The applicant's date of birth;
 - 8. The applicant's preferred telephone number and email address;
 - 9. An attestation that the information provided by the applicant is true and correct;

10. An application submitted on behalf of a business organization shall include an attestation that the applicant is authorized to make application on behalf of the business organization, full name of the business organization, type of business organization, mailing address for the business organization,
 11. A statement signed by the applicant not to divert marijuana to any individual or entity that is not lawfully entitled to possess marijuana.
- D. Application Fees. Application processing fees for a Commercial Grower permit shall be as set forth in the Manual of Fees adopted by the Broken Arrow City Council. The fee shall be used to offset municipal expenses covering costs related to licensing, inspection, administration and enforcement of Commercial Grower establishments.
- E. Renewal Fees. Annual renewal fees of any Commercial Grower permit shall be as set forth in the Manual of Fees. The fee shall be used to offset municipal expenses covering costs related to licensing, inspection, administration and enforcement of Commercial Grower establishments.
- F. Application fees and annual renewal fees are non-refundable. The application fees shall be paid at the time of the submission of an application for a license and are not prorated.
- G. Location Restrictions for Commercial Grower.
1. A Commercial Grower Permit will not be granted to any applicant where the proposed location is not allowed by the Broken Arrow Zoning Ordinance.

SECTION 7-366 Marijuana Processor Requirements

- A. State Licensing Requirement. All operators of a Marijuana Processor within the City of Broken Arrow must maintain a valid commercial establishment license from the Oklahoma Department of Health. Each person operating a Marijuana Processor within the City of Broken Arrow shall provide the City with a copy of their commercial establishment license issued by the Oklahoma Department of Health prior to commencing operation and shall further provide the City with a copy of any renewal of the commercial establishment license not later than August 25th of each calendar year.
- B. City Permit Requirement. All operators of a Marijuana Processor within the City of Broken Arrow must obtain a Marijuana Processor permit from the Municipal Clerk prior to commencing operation.
- C. Applications for a Marijuana Processor permit. Any person seeking to obtain a Marijuana Processor permit shall submit a written application to the Development Services Department on a City prescribed form to include, at a minimum, the following:
1. The name of the establishment;
 2. Physical address of the establishment;
 3. Phone number of the establishment;

4. Operating hours of the establishment;
 5. The applicant's first name, middle name, last name and suffix if applicable;
 6. The applicant's residence address and mailing address;
 7. The applicant's date of birth;
 8. The applicant's preferred telephone number and email address;
 9. An attestation that the information provided by the applicant is true and correct;
 10. An application submitted on behalf of a business organization shall include an attestation that the applicant is authorized to make application on behalf of the business organization, full name of the business organization, type of business organization, mailing address for the business organization,
 11. A statement signed by the applicant not to divert marijuana to any individual or entity that is not lawfully entitled to possess marijuana.
- D. Application Fees. Application processing fees for a Marijuana Processor permit shall be as set forth in the Manual of Fees adopted by the Broken Arrow City Council. The fee shall be used to offset municipal expenses covering costs related to licensing, inspection, administration and enforcement of Marijuana Processor establishments.
- E. Renewal Fees. Annual renewal fees of any Marijuana Processor permit shall be as set forth in the Manual of Fees. The fee shall be used to offset municipal expenses covering costs related to licensing, inspection, administration and enforcement of Marijuana Processor establishments.
- F. Application fees and annual renewal fees are non-refundable. The application fees shall be paid at the time of the submission of an application for a license and are not prorated.
- G. Location Restrictions for Marijuana Processor.
1. A Marijuana Processor Permit will not be granted to any applicant where the proposed location is not allowed by the Broken Arrow Zoning Ordinance.

SECTION 7-367 Medical Marijuana Growing Facilities for Personal Use

- A. All medical marijuana grown at home by a Qualified Patient or Caregiver patient medical marijuana license holders can only be grown on residential real property owned by the patient license holder or on rented real property for which the patient license holder has the property owner's written permission to grow medical marijuana on the property.
- B. All homegrown medical marijuana plants must be grown so that the marijuana is not accessible to a member of the general public and is only accessible to the patient or caregiver. If grown outdoors, it must be grown behind an opaque fence that is at least six (6) feet in height. The marijuana plants must be completely enclosed by the fence and the fence must be secured with a lock and key. No marijuana plants may be visible from any street adjacent to the property.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

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

SECTION IV. Nothing in this Ordinance is intended to permit or assist in the violation of either the Federal Controlled Substances Act or Oklahoma's Uniform Controlled Dangerous Substances Act. Furthermore, nothing in this Ordinance is intended to prevent or frustrate Federal and State enforcement of any laws or regulations applicable to the possession, use or distribution of marijuana or act as a defense to the commission of any act prohibited by Federal or State law.

SECTION V. If any provisions of this Ordinance, or of its application to any person or circumstance is declared invalid or unenforceable, as determined by a court of competent jurisdiction, the invalidity or unenforceability shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or circumstance, and to this end, the provisions of this Ordinance are severable.

PASSED AND APPROVED and this ____ day of August, 2018.

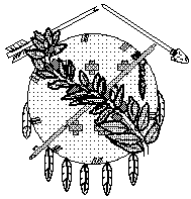
MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED:

ACTING CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 18-966, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3535-Corrected, amending Chapter 10, Fire Prevention and Protection, Article I, In General, Section 10-3, Manufacture, Sale, Use, Etc., of firework, created, of the Broken Arrow Code of Ordinances; specifically referencing the Manual of Fees, repealing all ordinances to the contrary; and declaring an emergency

Background:

Previously, the City Council adopted the City's Manual of Fees which compiles fees and costs for development, license and registration of various occupations and establishments, utilities, parks and recreation facilities, the Fire Department, including charges for Emergency Medical Services, and various copying and search charges. The majority of these fees, costs, and charges were located in various sections of the Broken Arrow Code. The majority of the sections of the Code were amended to reflect reference to the Manual of Fees. However, Section 10-3 does not reference the Manual of Fees. Ordinance No. 3535 was previously approved by Council on August 7, 2018 to include the reference to the Manual of Fees. However, there was an error in the title to the Ordinance and this Corrected Ordinance reflects the correct information.

Cost: None

Funding Source: None

Requested By: Trevor Dennis, Acting City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Ordinance No. 3535

Recommendation:

Adopt Ordinance No. 3535-Corrected and approve the emergency clause.

ORDINANCE NO. 3535-CORRECTED

AN ORDINANCE AMENDING CHAPTER 10, FIRE PREVENTION AND PROTECTION ARTICLE I, IN GENERAL, SECTION 10-3, MANUFACTURE, SALE, USE, ETC., OF FIREWORKS, CREATED, OF THE BROKEN ARROW CODE OF ORDINANCES; SPECIFICALLY REFERENCING THE MANUAL OF FEES; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

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

SECTION I. That Chapter 10, Article I, In General, Section 10-3, is hereby amended to read as follows:

Sec. 10-3. - Manufacture, sale, use, etc., of fireworks.

- (a) The sale or discharge of fireworks shall be unlawful within the city unless the appropriate fireworks permit is obtained. Supervised public displays utilizing either IAG or 1.3G fireworks shall be permitted with a permit and be in compliance with the requirements of the Broken Arrow Fire Department and National Fire Protection Association (NFPA 1123.) These requirements include: Bond for display, the permit holder shall furnish a bond for a minimum of \$1,000,000.00 for the payment of all potential damage caused either to the person or property due to the permitted display. The permit holder shall furnish a diagram of the site for the display; the diagram shall show the location of the firing site, spectator seating, and spectator parking area and shall meet the requirements of NFPA 1123 table 5-1.3.1. No spectators or spectator parking shall be located within the minimum secured area determined by table 5-1.3.1. The fireworks company or operator shall furnish an inventory list of the proposed fireworks to be fired at the site. The operator shall conform to all requirements of NFPA 1123. Residents living within one-half mile of the site shall be given written notification of the proposed display and date. Display sites using IAG[1.4G] fireworks during the allotted times allowed for residential fireworks shall not be required to make notification but shall conform to all other requirements. The operator of the display site shall obtain a site inspection prior to the operation of the display. All public displays including displays utilizing IAG[1.4G] fireworks outside the allotted days of permitted use of consumer fireworks shall make public notification and provide public notice in area newspapers and other public media sources. Any company performing fireworks displays utilizing 1.3G fireworks shall have on file with the City of Broken Arrow a copy of their state license. Every public fireworks display shall obtain the commercial fireworks permit.
- (b) The possession or the sale of any fireworks to or by any individual under the age of 12 years shall be unlawful within the city, unless under the immediate and direct supervision of a parent, guardian, or other responsible adult in possession of a current permit.
- (c) Permissible fireworks shall mean: composition or device for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and which is defined as common or special fireworks by the United States Department of Transportation (DOT). Fireworks are further classified in this law as Class 1.3G or Class IAG[1.4G]. The term "fireworks" shall not include toy cap pistols and caps, blank cartridges, railroad flares and model rockets.

(1) *Class 1.4G fireworks* (DOT common fireworks) shall mean any devices suitable for use by the public that conform with requirements of the United States Consumer Products Safety Commission (CPSC) and are designed primarily to produce visible effects by combustion, and some small devices designed to produce an audible effect.

(2) *Class 1.3G display fireworks* (DOT special fireworks) shall mean all articles of larger fireworks designed primarily to produce visible or audible effects by combustion or explosion. Class 1.3G fireworks include, but are not limited to, firecrackers and salutes containing more than two grains (130 mg) of explosive composition and other exhibition display items that exceed the limits for classification of Class IAG[1.4G] fireworks according to the department of transportation.

(d) While the sale or display for sale of fireworks shall be unlawful within the city as set forth in subsection (a) above, the city council may waive that subsection for no more than one year at a time, and for a total of no more than two seasons following annexation, where the following conditions are met:

(1) The land involved in the proposed waiver was annexed pursuant to 11 O.S. § 21-103, 21-105 or 21-114;

(2) A written lease pre-existed the ordinance of annexation under which the landowner was obligated to lease all or a portion of the land for fireworks sales;

(3) There have been no significant accidents reported to the city from previous operations at the stand at that location;

(4) The property has direct access on an arterial street and adequate on-site parking so that the operation of the stand can be conducted without interference with travel on the paved surface of the artery;

(5) Only Class "IAG[1.4G]" fireworks, as defined by the United States Department of Transportation, are sold on the premises;

(6) The "season" for fireworks sales shall be limited to be only from June 15 until July 4 of each year;

(7) The vendor shall post and distribute a notice of Broken Arrow Fireworks Ordinances to each purchaser of fireworks, said notice to be provided by the city;

(8) The vendor at each stand must obtain an annual license from the city inspections department at a cost of \$750.00, providing a copy of the state sales tax permit; and

(9) Owner or vendor shall maintain liability insurance on each location.

(e) Persons within the city limits may use or otherwise discharge permissible fireworks only from 3:00 p.m. to 11:00 p.m. on July 3 and July 4, provided the following conditions are met:

(1) Such fireworks must be discharged on a noncombustible surface of sufficient size to contain the entire ground portion of the display and not closer than 25 feet to any permanent structure. Except: It shall be unlawful to explode or ignite fireworks within 500 feet of any church, hospital, asylum, unharvested flammable agricultural crop, public school or where fireworks are stored, sold, or offered for sale. No person shall ignite or discharge any permissible articles of fireworks within or throw the same from a motor vehicle; nor shall any person place or throw any ignited article of fireworks into or at such a motor vehicle or at or near any group of people.

(2) An adult person must obtain a permit from the city at a cost as set forth in the manual of fees. Said permit must identify the adult in charge of this use by name and address, and also identify the proposed location on or near the permit holder's property. Applications for said permits shall be made available during normal business hours (excluding holidays) from April 1 through July 3 of any given year and permits are valid only for the year of issuance.

(3) The adult permit holder in charge of the use must be physically present for any household member to use the fireworks and said use shall be within 60 feet of the front door of the permitted residence. The permit shall be accessible for examination by any law enforcement officer. The permit holder is further responsible for cleaning up any debris caused by any person discharging fireworks under the permit holder and such debris must be cleaned up and removed the same day the fireworks are discharged. Failure to remove the debris shall be punished by a fine of \$225.00 plus costs.

(4) Private persons may not use or discharge fireworks within any city or county park, nor on any highway, turnpike, or any street that has paving in excess of 26 feet wide, such as an arterial street, or collector street.

(f) Any sale or use of fireworks in violation of this section shall be punished by a fine of \$225.00 plus costs. Any use of fireworks between the hours of 11:00 p.m. and 7:00 a.m. shall be punished upon conviction by a fine that is double the fine normally imposed for a violation of this section. Possession of any fireworks other than allowed by this ordinance shall be punished by a fine of \$500.00 plus costs.

(g) In the event that the Governor of the State of Oklahoma calls a red flag fire alert or burn ban for the area encompassing the City of Broken Arrow and/or the City of Broken Arrow Fire Department determines that the City of Broken Arrow is in fire danger due to the weather conditions, the mayor of the city may declare an emergency and cause the use of fireworks to be terminated and declare them to be illegal during the emergency period. Any fireworks used during this emergency is a violation of the ordinance and shall be punished by a fine of \$500.00 plus costs.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

PASSED AND APPROVED and the emergency clause ruled upon separately this 21st day of August, 2018.

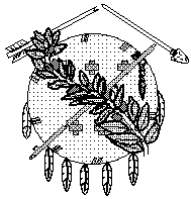
ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 18-961, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3536, an Ordinance closing an alleyway on property located one-third mile south of Kenosha Street, one-half mile east of Elm Place, Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (Milestone)

Background:

The applicant, GEODECA Land Surveying, has submitted an application requesting the closure of approximately 0.20-acres of an existing alley located wholly within Block 18, Original Town of Broken Arrow. The existing alley is proposed to be closed to allow for the construction of a new mixed-use structure on Block 18. A new utility easement is proposed to the east of the alley to be closed to allow utility service to the new structure.

Staff has reviewed the documents and recommends acceptance of the alley closure.

Cost: \$0

Funding Source: None

Requested By: Michael Skates, Development Services Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: Ordinance No. 3536
Exhibit A

Recommendation:

Adopt Ordinance No. 3536 and approve the emergency clause.

Ordinance No. 3536

An Ordinance closing an alleyway on property located one-third mile south of Kenosha Street, one-half mile east of Elm Place, Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency

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

SECTION I. The alleyway affecting the real estate described as follows:

A tract of land that is the dedicated Alley wholly within Block 18, "ORIGINAL TOWN OF BROKEN ARROW" an addition to the City of Broken Arrow, filed at the office of the Tulsa County Clerk, being a subdivision of part of the West Half (W2) of Section Eleven (11), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof being more particularly described as follows:

Point of Beginning at the Northeast Corner of Lot 1;
Thence S01°10'20"E a distance of 300.00 feet to the Southeast Corner of Lot 12;
Thence N88°45'04"E a distance of 20.00 feet to the Southwest Corner of Lot 13;
Thence N01°10'20"W a distance of 140.00 feet to the Northwest Corner of Lot 13;
Thence N88°45'04"E a distance of 140.00 feet to the Northeast Corner of Lot 17;
Thence N01°10'20"W a distance of 20.00 feet to the Southeast Corner of Lot 18;
Thence S88°45'04"W a distance of 140.00 feet to the Southwest Corner of Lot 22;
Thence N01°10'20"W a distance of 140.00 feet to the Northwest Corner of Lot 22;
Thence S88°45'04"W a distance of 20.00 feet to the Point of Beginning.

Having an area of 8800 square feet, 0.2020 acres

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this alley in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

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

PASSED AND APPROVED and the emergency clause ruled upon separately this
____ day of _____, 2018.

ATTEST:

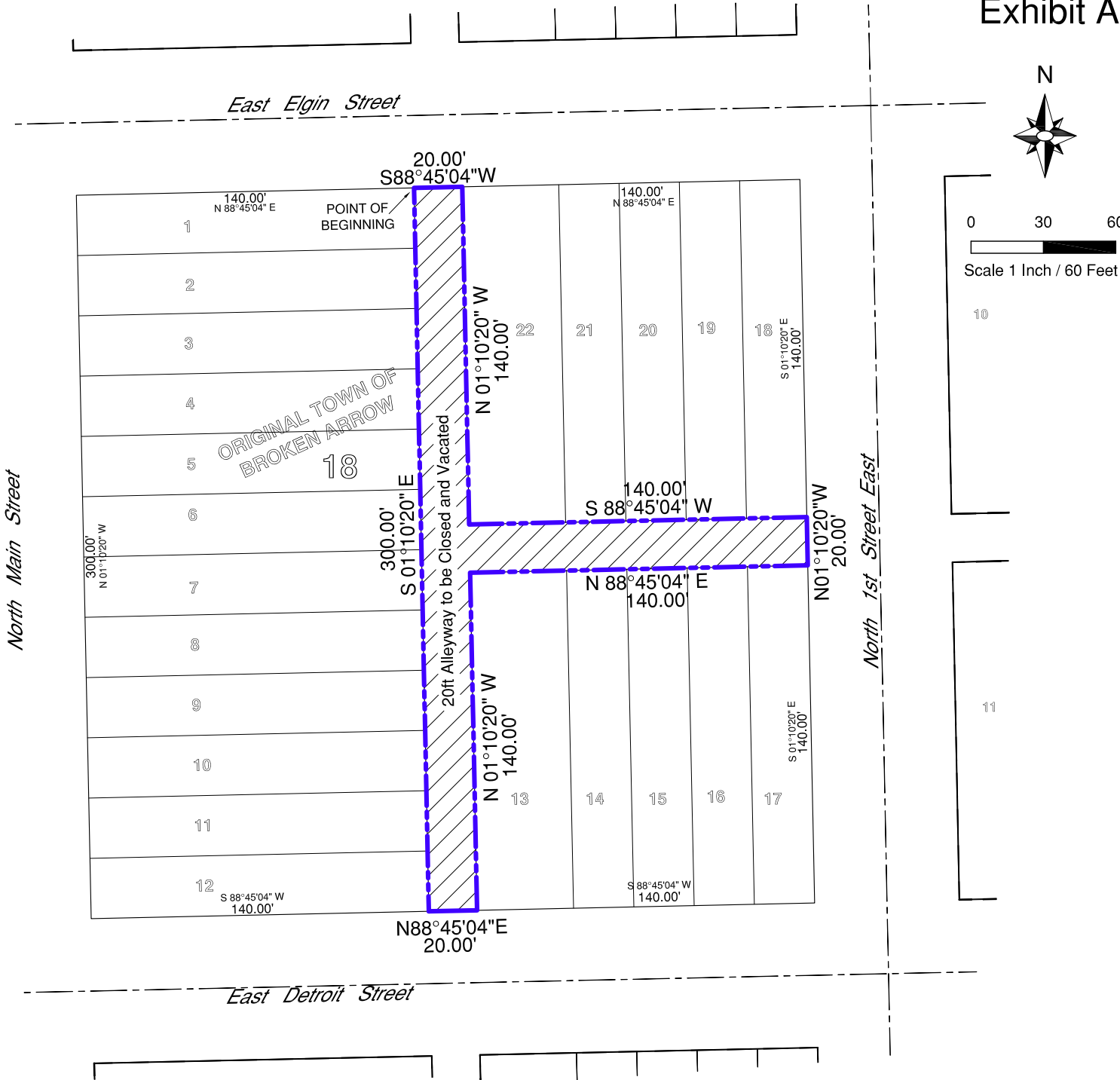
MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

Exhibit A



LEGAL DESCRIPTION:

A tract of land that is the dedicated Alley wholly within Block 18, "ORIGINAL TOWN OF BROKEN ARROW", being a subdivision of part of the West Half (W2) of Section Eleven (11), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof being more particularly described as follows:
Point of Beginning at the Northeast Corner of Lot 1;
Thence S01°10'20"E a distance of 300.00 feet to the Southeast Corner of Lot 12;
Thence N88°45'04"E a distance of 20.00 feet to the Southwest Corner of Lot 13;
Thence N01°10'20"W a distance of 140.00 feet to the Northwest Corner of Lot 13;
Thence N88°45'04"E a distance of 140.00 feet to the Northeast Corner of Lot 17;
Thence N01°10'20"W a distance of 20.00 feet to the Southeast Corner of Lot 18;
Thence S88°45'04"W a distance of 140.00 feet to the Southwest Corner of Lot 22;
Thence N01°10'20"W a distance of 140.00 feet to the Northwest Corner of Lot 22;
Thence S88°45'04"W a distance of 20.00 feet to the Point of Beginning.

Having an area of 8800 square feet, 0.2020 acres
Bearings based on the Oklahoma State Plane Grid Zone North.
This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma.
Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

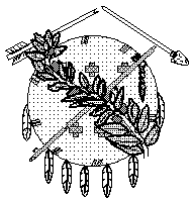


R1: July 16, 2018



GEODECA LLC
P.O.Box 330281, Tulsa, Ok. 74133
918 949 4064
CA # 5524 exp 6/30/2020

CLOSE AND VACATE ALLEYWAY
Block 18, "ORIGINAL TOWN OF BROKEN ARROW"
Owner: Broken Arrow Economic Development Authority
Address: 305 N. Main St. E., Broken Arrow



City of Broken Arrow

Request for Action

File #: 18-974, Version: 1

**Broken Arrow City Council
Meeting of: 08-07-2018**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3537, an Ordinance repealing Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-85, Definitions; Section 4-86 Transporting low point beer in open containers; possession in public places; Section 4-87. - Retail dealer's license; Section 4-88, Sale on Sunday and during certain hours; Section 4-89, Gambling, disorderly conduct, etc., on sales premises; Section 4-90, General regulations with respect to minors; Section 4-91, Sale or delivery to minors; Section 4-92, Minors not to misrepresent age for purpose of buying; Section 4-93, Possession by minors; Section 4-94, Sale or delivery to intoxicated, insane or mentally deficient persons; Section 4-95 Permitting intoxicated persons on sales premises; Section 4-96, Suspension or revocation of license; repealing all ordinances to the contract; and declaring an effective date of October 1, 2018

Background:

Question 792, is modernizing Oklahoma Liquor laws, thus there are numerous changes that will need to be reflected. Specifically, Chapter 4, Alcoholic Beverages, Article V, Low-Point Beverages, shall be completely repealed since State Question 792 eliminated dual strength beer which means no matter the alcohol content, alcoholic beverages will be regulated the same by the ABLE Commission. Thus, there is no longer a distinction between low and high point beer all beer will be regulated through the City's alcoholic beverage ordinances.

Cost: None

Funding Source: None Source

Requested By: Trevor Dennis, Acting City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Ordinance No. 3537

Recommendation:

Adopt Ordinance No. 3537 and declaring an effective date of October 1, 2018.

ORDINANCE NO. 3537

An ordinance repealing Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-85, Definitions; Section 4-86 Transporting low point beer in open containers; possession in public places; Section 4-87. - Retail dealer's license; Section 4-88, Sale on Sunday and during certain hours; Section 4-89, Gambling, disorderly conduct, etc., on sales premises; Section 4-90, General regulations with respect to minors; Section 4-91, Sale or delivery to minors; Section 4-92, Minors not to misrepresent age for purpose of buying; Section 4-93, Possession by minors; Section 4-94, Sale or delivery to intoxicated, insane or mentally deficient persons; Section 4-95 Permitting intoxicated persons on sales premises; Section 4-96, Suspension or revocation of license; repealing all ordinances to the contrary; and declaring an effective date of October 1, 2018

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

SECTION I. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-85, Definitions, is hereby repealed.

Sec. 4-85. RESERVED

SECTION II. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-86, Transporting low point beer in open containers; possession in public places, is hereby repealed. Sec. 4-86. - RESERVED

SECTION III. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-87, Retail dealer's license, is hereby repealed.

Sec. 4-87. - RESERVED

SECTION IV. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-88, Sale on Sunday and during certain hours, is hereby repealed.

Sec. 4-88. -RESERVED

SECTION V. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-89, Gambling, disorderly conduct, etc., on sales premises, is hereby repealed.

Sec. 4-89. -RESERVED

SECTION VI. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-90, General regulations with respect to minors, is hereby repealed.

Sec. 4-90. -RESERVED

SECTION VII. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-91, Sale or delivery to minors, is hereby repealed.

Sec. 4-91. RESERVED

SECTION VIII. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-92, Minors not to misrepresent age for purpose of buying, is hereby repealed.

Sec. 4-92. RESERVED

SECTION IX. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-93, Possession by minors, is hereby repealed.

Sec. 4-93. RESERVED

SECTION X. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-85, Definitions, is hereby repealed.

Sec. 4-94. RESERVED

SECTION XI. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-95, Permitting intoxicated persons on sales premises, is hereby repealed.

Sec. 4-95. RESERVED

SECTION XII. That Chapter 4 of the Broken Arrow Code, Article V, Low-Point Beverages, Section 4-96, Suspension of revocation of license, is hereby repealed.

Sec. 4-96. RESERVED

SECTION XIII. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

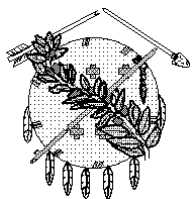
PASSED AND APPROVED with an effective date of October 1, 2018.

ATTEST:

MAYOR

(Seal) CITY CLERK
APPROVED:

ASSISTANT CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 18-975, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3538, an Ordinance amending Chapter 4, Alcoholic Beverages, Article I, General Provisions, Section 4-1, Definitions; Section 4-13, Transporting alcoholic beverages in opened containers; possession in public places; Section 4-22, Employment of minors selling or handling; and Section 4-25, Operation of retailers prohibited during certain hours and on certain days; Section 4-33, Occupation tax-Levied; amount; of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an effective date of October 1, 2018

Background:

State Question 792, is modernizing the Oklahoma Liquor laws, thus there are several changes that will need to be reflected within the City Ordinances. Specifically, Chapter 4, Alcoholic Beverages, Article I, is being amended to clarify and add definitions pursuant to SQ 792. Additionally, Section 4-13 is being amended to specifically prohibit the possession of spirits in public. Section 4-22 amends the age requirements for a person to sell beer, wine and spirits. Section 4-25, now allows the sell beer, wine and spirits on Sundays. Lastly, Section 4-43 will reference the Manual of Fees for the various business and occupation taxes for businesses selling alcoholic beverages.

SQ792 will be in effect on October 1, 2018. Thus, the adoption date of these amendments of City Ordinances shall be October 1, 2018.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, Acting City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Ordinance No. 3538

Recommendation:

Adopt Ordinance No 3538 and declaring an effective date of October 1, 2018.

ORDINANCE NO. 3538

An ordinance amending Chapter 4, ALCOHOLIC BEVERAGES, Article I, GENERAL PROVISIONS, Section 4-1, Definitions; Section 4-13, Transporting alcoholic beverages in opened containers; possession in public places; Section 4-22, Employment of minors selling or handling; and Section 4-25, Operation of retailers prohibited during certain hours and on certain days; Section 4-33, Occupation tax-Levied; amount; of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an effective date of October 1, 2018

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

SECTION I. That Chapter 4, ALCOHOLIC BEVERAGES, Article I, GENERAL PROVISIONS, Section 4-1, Definitions, is hereby amended to read as follows:

Sec. 4-1. - Definitions.

(a) All words, terms, and phrases used in this chapter shall be interpreted and construed in conformity with the definitions as defined in subsection (b) of this section and of the same set forth in the Oklahoma Alcoholic Beverage Control Act and all amendments thereto, with the same force and effect as if set out in length herein; and such definitions are hereby made part hereof by reference.

(b) Definitions:

(1) *ABLE commission.* The Alcoholic Beverage Laws Enforcement Commission.

(2) *Alcohol* means and includes hydrated oxide of ethyl, ethyl alcohol, ethanol or spirits of wine, from whatever source or by whatever process produced. It does not include wood alcohol or alcohol which has been denatured or produced as denatured in accordance with Acts of Congress and regulations promulgated thereunder;

(3) *Alcoholic beverage* means alcohol, spirits, beer and wine as those terms are defined herein and also includes every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by human beings;

(4) *Applicant* means any individual, legal or commercial business entity, or any individual involved in any legal or commercial business entity allowed to hold any license issued in accordance with the Oklahoma Alcoholic Beverage Control Act;

(5) *Beer* means any beverage of alcohol by volume and obtained by the alcoholic fermentation of an infusion or decoction of barley, or other grain, malt or similar products. "Beer" may or may not contain hops or other vegetable products. "Beer" includes, among other things, beer, ale, stout, lager beer, porter and other malt or brewed liquors, but does not include sake, known as Japanese rice wine;

(6) *Beer keg* means any manufacturer-sealed, single container that contains not less than four (4) gallons of beer;

(7) *Beer distributor* means and includes any person licensed to distribute beer for retail sale in the state, but does not include a holder of a small brewer self-distribution license or brewpub self-distribution license. The term "distributor", as used in this act, shall be construed to refer to a beer distributor;

(8) *Brewer* means and includes any person who manufactures for human consumption by the use of raw materials or other ingredients any beer upon which a license fee and a tax are imposed by any law of this state;

(9) *Brewpub* means a licensed establishment operated on the premises of, or on premises located contiguous to, a small brewer, that prepares and serves food and beverages, including alcoholic beverages, for on-premises consumption;

(10) *Cider* means any alcoholic beverage obtained by the alcoholic fermentation of fruit juice, including but not limited to flavored, sparkling or carbonated cider. For the purposes of the distribution of this product, cider may be distributed by either wine and spirits wholesalers or beer distributors;

(11) "*Convenience store*" means any person primarily engaged in retailing a limited range of general household items and groceries, with extended hours of operation, whether or not engaged in retail sales of automotive fuels in combination with such sales;

(12) *Convicted* and *conviction*. Any finding of guilt resulting from a plea of guilty or nolo contendere, the decision of a court or magistrate, or the verdict of a jury, irrespective of the pronouncement of judgment or the suspension thereof.

(13) *Licensee*. Any person holding a license under the Oklahoma Alcoholic Beverage Control Act, and any agent, servant, or employee of such licensee while in the performance of any act or duty in connection with the licensed business or on the licensed premises.

(14) *Mixed beverages*. One (1) or more servings of a beverage composed in whole or part of an alcoholic beverage in a sealed or unsealed container of any legal size for consumption on the premises where served or sold. Such beverages are typically served or sold by the holder of a mixed beverage, caterer or special event license.

(15) *Premises*. The grounds and all buildings and appurtenances pertaining to the grounds, including any adjacent premises if under the direct or indirect control of the licensee, and the rooms and equipment under the control of the licensee and used in connection with or in furtherance of the business covered by a license. Provided that the ABLE Commission shall have the authority to designate areas to be excluded from the licensed premises solely for the purpose of:

a. allowing the presence and consumption of alcoholic beverages by private parties which are closed to the general public, or

b. allowing the services of a caterer serving alcoholic beverages provided by a private party.

This exception shall in no way limit the licensee's concurrent responsibility for any violations of the Oklahoma Alcoholic Beverage Control Act occurring on the licensed premises;

(16) "Private event" means a social gathering or event attended by invited guests who share a common cause, membership, business or task and have a prior established relationship. For purposes of this definition, advertisement for general public attendance or sales of tickets to the general public shall not constitute a private event;

45. "Public event" means any event that can be attended by the general public;

(17) *Retailer*. means a package store, grocery store, convenience store or drug store licensed to sell alcoholic beverages for off-premise consumption pursuant to a Retail Spirits License, Retail Wine License or Retail Beer License; (18) "Small brewer" means a brewer who manufactures less than twenty-five thousand (25,000) barrels of beer annually pursuant to a validly issued Small Brewer License hereunder;

(19) "Small farm wine" means a wine that is produced by a small farm winery with seventy-five percent (75%) or more Oklahoma-grown grapes, berries, other fruits, honey or vegetables;

(20) "Small farm winery" means a wine-making establishment that does not annually produce for sale more than fifteen thousand (15,000) gallons of wine as reported on the United States Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau, Report of Wine Premises Operations (TTB Form 5120.17);

(21) "Special event" means an entertainment, recreation or marketing event that occurs at a single location on an irregular basis and at which alcoholic beverages are sold;

(22) "Spirits" means any beverage other than wine or beer, which contains more than one-half of one percent (1/2 of 1%) alcohol measured by volume, and obtained by distillation, whether or not mixed with other substances in solution and includes those products known as whiskey, brandy, rum, gin, vodka, liqueurs, cordials and fortified wines and similar compounds, but shall not include any alcohol liquid completely denatured in accordance with the Acts of Congress and regulations pursuant thereto;

(23) "Strong beer" means beer which, prior to the effective date of this act, was distributed pursuant to the Oklahoma Alcoholic Beverage Control Act, Section 501 et seq. of Title 37 of the Oklahoma Statutes;

(24) "Wine" means and includes any beverage containing more than one-half of one percent (1/2 of 1%) alcohol by volume and not more than twenty-four percent (24%) alcohol by volume at sixty (60) degrees Fahrenheit obtained by the fermentation of the natural contents of fruits, vegetables, honey, milk or other products containing sugar, whether or not other ingredients are added, and includes vermouth and sake, known as Japanese rice wine;

SECTION II. That Chapter 4, ALCOHOLIC BEVERAGES, Article II, OFFENSES BY MEMEBERS OF THE GENERAL PUBLIC, Section 4-13, Transporting alcoholic beverages in opened containers; possession in public places, is hereby amended to read as follows:

Sec. 4-13.- Transporting alcoholic beverages in opened containers; possession of spirits in public places.

(a) It shall be unlawful for any person to knowingly transport or for any passenger to possess in any vehicle upon a public highway, street or alley any intoxicating beverage, except in the original container which shall not have been opened and the seal upon which shall not have been broken, and from which the original cap or cork shall not have been removed; provided, however, an opened container of an intoxicating beverage may be transported in such vehicle if stored in the rear trunk or compartment, which shall include the spare tire compartment in a vehicle commonly known as a station wagon or panel truck, or any outside compartment which is not accessible to the driver or any other person in the vehicle while the vehicle is in motion.

(b) It shall be unlawful to consume spirits in public except on the premises of a licensee of the ABLE Commission who is authorized to sell or serve spirits by the individual drink

(c) Any person who violates the above sections shall be punished by a fine not more than \$100.00 or by imprisonment of not more than 30 days or by both such fine and imprisonment.

SECTION III. That Chapter 4, ALCOHOLIC BEVERAGES, Article III, OFFENSES BY LICENSEES OR BY EMPLOYEES OF ABLE COMMISSION LICENSEES, Section 4-22, Employment of minors in selling or handling; possession in public places, is hereby amended to read as follows:

Sec. 4-22. - Employment of minors in selling or handling.

(a) It shall be unlawful for any retailer to employ any person under eighteen (18) years of age in the selling of beer or wine or employ any person under the age of twenty-one (21) years of age in the selling of spirits within the City. Provided:

1. a mixed beverage, beer and wine, caterer, public event, special event, retail wine or retail beer licensee may employ servers or sales clerks who are at least eighteen (18) years of age, except persons under twenty-one (21) years of age may not serve in designated bar or lounge areas, and

2. a mixed beverage, beer and wine, caterer, public event, special event licensee may employ or hire musical bands who have musicians who are under eighteen (18) years of age if each such musician is either accompanied by a parent or legal guardian or has on their person, to be made available for inspection upon demand by any employee of the ABLE Commission or law enforcement officer, a written, notarized affidavit from the

parent or legal guardian giving the underage musician permission to perform in designated bar or lounge areas;

(b) Violation of this section shall be punishable by a fine of not more than \$750.00, or imprisonment of not more than 30 days, or both such fines and imprisonment for any person.

SECTION IV. That Chapter 4, ALCOHOLIC BEVERAGES, Article III, OFFENSES BY LICENSEES OR BY EMPLOYEES OF ABLE COMMISSION LICENSEES, Section 4-25, Operation of retailers prohibited during certain hours and on certain days, is hereby amended to read as follows:

Sec. 4-25. - Operation of retailers prohibited during certain hours and on certain days.

1. Retail Spirits Hours of Operation

No retail spirits licensee shall sell any alcoholic beverages at any hour other than between the hours of 8:00 a.m. and midnight Monday through Saturday, and shall not be permitted to be open on Thanksgiving Day or Christmas Day; provided, a county may elect to allow such sales between the hours of noon and midnight on Sunday. Retail spirits licensees shall be permitted to sell alcoholic beverages on the day of any General, Primary, Runoff Primary or Special Election whether on a national, state, county or city election, provided that the election day does not occur on any day on which such sales are otherwise prohibited by law;

2. Retail Wine or Retail Beer Hours of Operation

No retail wine or retail beer licensee shall sell any beer or wine at any hour other than between the hours of 6:00 a.m. and 2:00 a.m. the following day, Monday through Sunday. Retail wine and retail beer licensees shall be permitted to sell beer and wine on the day of any General, Primary, Runoff Primary or Special Election whether on a national, state, county or city election.

SECTION V. That Chapter 4, ALCOHOLIC BEVERAGES, Article IV, TAXES AND ENFORCEMENT OF LICENSING PROVISIONS, Section 4-43, Occupation tax—Levied; amount, is hereby amended to read as follows:

Sec. 4-43. - Occupation tax—L(a)

There is hereby levied and assessed an annual occupation tax on every business or occupation relating to alcoholic beverages as specifically provided for in the Manual of Fees

(a). 1. There shall be added to the initial or renewal fees for a Mixed Beverage License an administrative fee, which shall not be deemed to be a license fee, in an amount provided for in the Manual of Fees, which shall be paid at the same time and in the same manner as the license fees prescribed by paragraph 10 of subsection A of this section; provided, this fee shall not be assessed against service organizations or fraternal beneficiary societies which are exempt under Section 501(c)(19), (8) or (10) of the Internal Revenue Code.

2. There shall be added to the fee for a Mixed Beverage/Caterer Combination License an administrative fee, which shall not be deemed to be a license fee, in an amount provided for in the Manual of Fees, which shall be paid at the same time and in the same manner as the license fee prescribed by paragraph 11 of subsection A of this section.

(a). Notwithstanding the provisions of subsection A of this section:

1. The license fee for a mixed beverage or bottle club license for those service organizations or fraternal beneficiary societies which are exempt under Section 501(c)(19), (8) or (10) of the Internal Revenue Code shall be Five Hundred Dollars (\$500.00) per year; and

(a) An applicant may apply for and receive both an on-premises beer and wine license and a caterer license.

(b) All licenses, except as otherwise provided, shall be valid for one (1) year from date of issuance unless revoked or surrendered.

(c) For those service organizations which are exempt under section 501(c)(19) of the Internal Revenue Code, the occupation tax for mixed beverage or bottle club license shall be \$500.00 per year.

(d) If a brewer or a class B wholesaler also holds a license from the state to manufacture or wholesale any nonintoxicating malt beverage then the occupation tax for such brewer or class B wholesaler shall be reduced by 75 percent.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

PASSED AND APPROVED with an effective date of October 1, 2018.

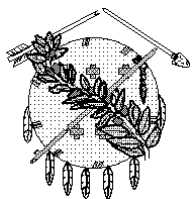
ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 18-976, Version: 1

**Broken Arrow City Council
Meeting of: 08-21-2018**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3539, an Ordinance amending Chapter 16 Offenses-Miscellaneous, Article I, In General, Section 28, Possession of Marijuana and Controlled Dangerous Substances; Section 28.1, Prohibiting Possession, Delivery or Manufacture of Drug Paraphernalia; Exception; Penalty; of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency

Background:

State Question 788 (“SQ 788”) legalizes and licenses the use, sale and growth of medical marijuana in Oklahoma for medicinal purposes. SQ 788 requires the Oklahoma State Department of Health (“ODH”) to issue a medical marijuana license to any Oklahoma resident who is eighteen years or older who submits an application signed by an Oklahoma Board certified physician. There are no qualifying medical conditions required for a license, meaning a physician may recommend medicinal marijuana. In addition, an applicant under the age of eighteen (18) may obtain a medical marijuana license if recommended by two physicians and the applicant’s legal guardian. The ODH may also issue medical marijuana licenses to caregivers to administer medical marijuana to their wards. ODH must approve or reject an application for a medical marijuana license within fourteen (14) days of receipt of the application. Licenses are good for two (2) years and cost One Hundred dollars (\$100.00) or Twenty dollars (\$20.00) for Medicaid, Medicare or SoonerCare patients. Cities and counties in Oklahoma are not allowed to “opt out” of SQ No. 788.

In addition, SQ 788 makes possession of up to one and one-half (1.5) ounces of marijuana without a medical marijuana license a misdemeanor with a fine not to exceed Four Hundred Dollars (\$400.00) if the person can state that they are using the medical marijuana for a medical condition.

Furthermore, any device used for the consumption of medical marijuana shall be considered legal to be sold, manufactured, distributed, and possessed. No merchant, wholesaler, manufacturer, or individual may be unduly harassed or prosecuted for selling, manufacturing, or possession of medical marijuana paraphernalia.

Ordinance No. 3539 amends the City of Broken Arrow Chapter 16 governing offenses related to medical marijuana to be in accordance with SQ 788.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, Acting City Attorney

File #: 18-976, **Version:** 1

Approved By: Michael L. Spurgeon, City Manager

Attachments: Ordinance No 3539

Recommendation:

Adopt Ordinance No. 3539 and approve the emergency clause.

ORDINANCE NO. 3539

AN ORDINANCE AMENDING CHAPTER 16 OFFENSES-MISCELLANEOUS, ARTICLE I, IN GENERAL, SECTION 28, POSSESSION OF MARIJUANA AND CONTROLLED DANGEROUS SUBSTANCES; SECTION 28.1, PROHIBITING POSSESSION, DELIVERY OR MANUFACTURE OF DRUG PARAPHERNALIA; EXCEPTION; PENALTY; OF THE BROKEN ARROW CODE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

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

SECTION I. That Chapter 16-Miscellaneous, Article I, In General, Section 16-28, Possession of marijuana and controlled dangerous substances is hereby amended to read as follows:

Sec. 16-28. - Possession of controlled dangerous substances.

(a) It shall be unlawful and a class A offense for any person to knowingly or intentionally possess any controlled substance other than marijuana unless such substance was obtained directly, or pursuant to a valid prescription or order, from a practitioner, while acting in the course of his professional practice.

(b) For the purpose of this section, the following definitions shall apply:

(1) *Controlled dangerous substance* means any drug, substance, or immediate precursor other than marijuana included in Schedule I, II, III, IV or V of the Uniform Controlled Dangerous Substances Act (Title 63 O.S. § 2-101 et seq.); including, but not limited to:

a. Hallucinogenic substances including mescaline, psilocybin, and various types of methoxyamphetamines.

b. Stimulants such as amphetamines and methamphetamines.

c. Barbiturates and other depressants such as amobarbital, secobarbital, pentobarbital, phenobarbital, methoqualone, phencyclidine, and diazepam.

d. *Simulated controlled dangerous substances* means any substance which is not a controlled substance nor marijuana, but which identifies itself by using a common name or slang term associated with marijuana or with the substances identified in a. through c. of this paragraph, or which indicates on its label or accompanying promotional material or concerning which it is represented that the product simulates the effect of a substance, or which by appearance, making or packaging would lead a reasonable person to believe the substance was marijuana or a controlled substance.

(2) *Marijuana* means all parts of the plant *Cannabis Sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or resin. This definition shall not include the mature stalks of such plant; fiber produced from such stalks; oil, cake made from the seeds of such plant, any other compound, manufacture, sale, derivative, mixture or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.

(3) *Practitioner* means:

- a. A medical doctor or osteopathic physician,
- b. A dentist,
- c. A podiatrist,
- d. An optometrist,
- e. A veterinarian,
- f. A physician assistant under the supervision of a licensed medical doctor or osteopathic physician,
- g. A scientific investigator,
- h. Any other person, licensed, registered or otherwise permitted to prescribe, distribute, dispense, conduct research with respect to, use for scientific purposes or administer a controlled dangerous substance in the course of professional practice or research in this state, or
- i. A pharmacy, hospital, laboratory or other institution licensed, registered or otherwise permitted to distribute, dispense, conduct research with respect to, use for scientific purposes or administer a controlled dangerous substance in the course of professional practice or research in this state.

(c) Possession of marijuana:

1. It is unlawful and a Class A offense for any person to knowingly or intentionally possess marijuana without an Oklahoma state issued medical marijuana license.
2. Possession of up to one and one-half (1.5) ounces of marijuana by persons who can state a medical condition, but not in possession of a state issued medical marijuana license, shall constitute a misdemeanor offense with a fine not to exceed Four Hundred Dollars (\$400.00) plus costs.

SECTION II. That Chapter 16-Miscellaneous, Article I, In General, Section 16-28.1, prohibiting possession, delivery or manufacture of drug paraphernalia is hereby amended to read as follows:

Sec. 16-28.1. - Prohibiting possession, delivery or manufacture of drug paraphernalia; exception; penalty.

- (a) No person shall use or possess drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled dangerous substance, other than medical marijuana, in violation of the Uniform Controlled Dangerous Substances Act, 63 O.S. § 2-101 et seq.
- (b) No person shall deliver, sell, possess or manufacture drug paraphernalia knowing, or under circumstances where one reasonably should know, it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled dangerous substance, other than medical marijuana, in violation of the Uniform Controlled Dangerous Substances Act, 63 O.S. § 2-101 et seq.
- (c) Subsections (a) and (b) shall not be applicable to medical or veterinary practitioners to the extent such paraphernalia is used as a part of their lawful practice of the profession. For the purpose of this section, practitioner means:
 - (1) A physician, dentist, podiatrist, veterinarian, scientific investigator, or other person who is authorized by state or federal law to distribute, dispense, conduct research with respect to, use for scientific purposes or administer a controlled dangerous substance in the course of professional practice or research in this state; or
 - (2) A pharmacy, hospital, laboratory, or other institution authorized by state or federal law to distribute, dispense, or conduct research with respect to use for scientific purposes or administer marijuana or a controlled dangerous substance in the course of a registered professional practice or research in this state.
- (d) Subsection (a) shall not be applicable to the possession of paraphernalia by persons involved in the medical or veterinary equipment supply business, where such possession is a necessary and appropriate part of servicing lawful medical or veterinary practitioners.
- (e) May be fined up to \$750.00 or by imprisonment of not more than 60 days or both such fines and imprisonment.
- (f) “Drug paraphernalia” defined. The term “drug paraphernalia” means any equipment, product, or material of any kind which is primarily intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, possession of which is unlawful under this subchapter. It includes items primarily intended or designed for use in ingesting, inhaling, or otherwise introducing cocaine, PCP, methamphetamine, or amphetamines into the human body, such as:
 - (1) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - (2) Water pipes;

- (3) Carburetion tubes and devices;
- (4) Smoking and carburetion masks;
- (5) Roach clips;
- (6) Miniature spoons with level capacities of one-tenth cubic centimeter or less;
- (7) Chamber pipes;
- (8) Carburetor pipes;
- (9) Electric pipes;
- (10) Air-driven pipes;
- (11) Chillums;
- (12) Bongs;
- (13) Ice pipes or chillers;
- (14) Wired cigarette papers; or
- (15) Cocaine freebase kits.

(g) Matters considered in determination of what constitutes drug paraphernalia. In determining whether an item constitutes drug paraphernalia, in addition to all other logically relevant factors, in the following may be considered:

- (1) Instructions, oral or written, provided with the item concerning its use;
- (2) Descriptive materials accompanying the item which explain or depict its use;
- (3) National and local advertising concerning its use;
- (4) The manner in which the item is displayed for sale;
- (5) Whether the owner, or anyone in control of the item, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- (6) Direct or circumstantial evidence of the ratio of sales of the item(s) to the total sales of the business enterprise;
- (7) The existence and scope of legitimate uses of the item in the community; and
- (8) Expert testimony concerning its use.

(h) Marijuana: shall be as defined in Article I, Chapter 16, Section 16-28(b) (2).

SECTION III. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

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

SECTION V. Nothing in this Ordinance is intended to permit or assist in the violation of either the Federal Controlled Substances Act or Oklahoma's Uniform Controlled Dangerous Substances Act. Furthermore, nothing in this Ordinance is intended to prevent or frustrate Federal and State enforcement of any laws or regulations applicable to the possession, use or distribution of marijuana or act as a defense to the commission of any act prohibited by Federal or State law.

PASSED AND APPROVED and the emergency clause ruled upon separately this 21st day of August, 2018.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ACTING CITY ATTORNEY