



**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*

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**Tuesday, September 18, 2018**

**6:30 PM**

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

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**1. Call to Order**

**2. Invocation**

**3. Roll Call**

**4. Pledge of Allegiance to the Flag**

**5. Consideration of Consent Agenda**

- A.     [18-1010](#)     Approval of City Council Meeting Minutes of September 4, 2018

**Attachments:**   [9-4-2018 City Council Minutes](#)

- B.     [18-1109](#)     Approval of Special City Council Meeting Minutes of September 4, 2018

**Attachments:**   [9-4-2018 Special City Council Minutes](#)

- C.     [18-1105](#)     Approval of and authorization to execute a Consent to Assignment Agreement by and between City of Broken Arrow, a municipal corporation, operating a golf course known as the Battle Creek Golf Course and Greenway Golf Associates, Inc., a California corporation (“Assignor”) and Greenway Golf Partners, an Oklahoma limited liability corporation (“Assignee”)

**Attachments:**   [Assignment Consent- Battle Creek \(002\)](#)  
[Battle Creek Exhibit A for Consent of Assignment](#)  
[AGREE GREENWAY GOLF ASSOCIATES, INC. WITH BATTLE CREEK G](#)

- D.     [18-1081](#)     Approval of and authorization to execute the Office of Attorney General 2018 Safe Oklahoma Grant Program Contract for Fiscal year 2018-2019

**Attachments:**   [2018 Safe OK Grant Award Packet](#)

- E. [18-1083](#) Approval of and authorization to accept a grant from the Oklahoma District Attorney's Council for the City of Broken Arrow (Victims of Crime Act Grant) to provide a Victim Response Program for the City of Broken Arrow in Fiscal year 2018-2019

**Attachments:** [Victims of Crime Act \(VOCA\) Grant Narratives](#)

- F. [18-998](#) Approval of and authorization to execute the Enterprise Enrollment Agreement and Program Selection Form with Microsoft Corporation for Microsoft software, products, and licenses

**Attachments:** [SHI Quote.pdf](#)  
[Enterprise Enrollment \(Indirect\).docx](#)  
[Previous Enrollment Agreement Form.docx](#)  
[Product Selection Form-0764341.004\\_PSF.pdf](#)  
[Program Signature Form.pdf](#)

- G. [18-1097](#) Approval of and authorization to execute renewal of a Nuisance Abatement Property Structure Securing Agreement between the City of Broken Arrow and Momentum Services, LLC

**Attachments:** [Original Service Agreement](#)  
[Contract Renewal Letter](#)  
[Momentum Renewal Contract](#)

- H. [18-1090](#) Approval of and authorization to purchase Cisco Smartnet Maintenance Services from Chickasaw Telecom, Inc. pursuant to the Oklahoma Statewide Contract

**Attachments:** [Cisco Smartnet 2018-2019 Quote Maintenance Renewal FY19](#)

- I. [18-1094](#) Approval of and authorization to purchase one (1) Toro 4700-D mower from Professional Turf pursuant to the Oklahoma Statewide Mowers and Handheld Equipment State Contract, for the Parks and Recreation Department

**Attachments:** [State contract SW190 wide area mower parks](#)

- J. [18-1091](#) Approval of and authorization to purchase equipment for a Windows Server 2016 Hyper-V cluster from the state contract pursuant to the Western States Contracting Alliance

**Attachments:** [Dell Hyper-V Quote.pdf](#)



- K. [18-1107](#) Award the lowest responsible bid to Bright Lighting, Inc., dba BL Tower Construction and approve and authorize execution of a construction contract for Wolf Creek Subdivisions Rehabilitation (Project No. ST1806) including the Base Bid as well as Additive Alternate Number 1 and Additive Alternate Number 2
- Attachments:** [Certified Bid Tab](#)
- L. [18-1079](#) Approval of and authorization to reject the previously awarded Statewide Contract bid from England Ford for the purchase of three full-sized automobiles and award the bid to Hudiburg Fleet on the Statewide Contract for the Broken Arrow Police Department
- Attachments:** [FY19 Full Size Automobile State Contract 1000028555 Bid Tab](#)
- M. [18-1092](#) Notification of Change Orders or Work Orders with a value of less than \$25,000 on Public Contracts
- Attachments:** [Change Order CO-1](#)
- N. [18-1093](#) Approval of PT17-102, Conditional Final Plat, The Pines at the Preserve, 24.61 acres, RS-3, west of the southwest corner of 37th Street and Omaha Street
- Attachments:** [1-Published Planning Commission Factsheet](#)  
[2- CHECKLIST.PT17 102](#)  
[3- Conditional Final Plat and Covenants.PT17 102](#)
- O. [18-1066](#) Approval of PT18-106, Conditional Final Plat, Bill Knight Collision, 2 lots, 2.74 acres, PUD-271/CH and IL to PUD-271A/CH and IL, north of Kenosha Street, west of 9th Street
- Attachments:** [2-Published PC Fact Sheet](#)  
[3-Subdivision Checklist](#)  
[4-Conditional Final Plat.PT18 106](#)  
[5-Deed of Dedication and Restrictive Covenants](#)
- P. [18-1077](#) Acceptance of a Deed of Dedication from Broken Arrow Public Schools, on property located north of Kenosha Street, one-quarter mile west of 37th Street, Wagoner County, State of Oklahoma (Section 06, T18N, R15E)
- Attachments:** [2-Deed of Dedication](#)  
[3-Exhibit A](#)
- Q. [18-1017](#) Approval of the reappointment of Karen Chambless to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2020

- R. [18-1018](#) Approval of the nomination and appointment of Ben Buie to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2020
- S. [18-1019](#) Approval of the nomination and appointment of Jason Scarpa to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2020
- T. [18-55](#) Approval of the Broken Arrow City Council Claims List for September 18, 2018

**Attachments:** [09-18-18 CL](#)

## **6. Consideration of Items Removed from Consent Agenda**

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

- A. [18-1089](#) Consideration, appointment of and swearing in of the Youth City Council members for the 2018-2019 school year

**Attachments:** [Oaths of Office](#)

- B. [18-1113](#) Presentation regarding the road closures for Evans Road Railroad Crossing in association with Union Pacific Railroad Rehabilitating the Crossing

**Attachments:** [Road Closures 9-18-18](#)

## **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. [18-1080](#) Consideration, discussion, and possible approval of SP-289 (Specific Use Permit), Events Center, 21.05 acres, A-1, one-quarter mile north of New Orleans Street, east of 1st Place

**Attachments:** [2-Published PC Fact Sheet](#)  
[3-Case Map](#)  
[4-Aerial](#)  
[5-Specific Use Permit Narrative](#)  
[6-Conceptual Site Plan](#)  
[7-Conceptual Building Elevation](#)  
[8-Letter submitted by Dr. G. Stephen Foerster after 8.23.18 PC Meeting](#)

- B. [18-1100](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1133, a Resolution approving the Fiscal Year 2019 Manual of Fees, establishing fees costs charged by the City of Broken Arrow: authorizing the periodic adjustment and waiver of fees by the City Manager; providing an effective date of October 1, 2018

**Attachments:** [Manual of Fees - Redlined](#)  
[Resolution 1133 - manual of fees](#)  
[Clean Manual of Fees](#)

- C. [18-1064](#) Consideration, discussion, and possible approval of and authorization to execute a Service Agreement for Disaster Recovery Services between the Institute for Building Technology and Safety (IBTS) and the City of Broken Arrow, Oklahoma and an Agreement with the Oklahoma Municipal League for Disaster Recovery Services as a membership benefit

**Attachments:** [Service Agreement for Disaster Recovery Services with IBTS](#)  
[Agreement with OML for Disaster Recovery Services](#)  
[IBTS Information Guide](#)

- D. [18-1098](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No.1131, a Resolution authorizing the City Attorney to enter into a Final Journal Entry of Judgment without admitting liability in the matter of Mike W. Rugg and Jana L. Rugg v. City of Broken Arrow, et al., Tulsa County District Court Case No. CV-2018-01068, authorizing the foreclosure and vacation of street right of way generally located on North Date Avenue

**Attachments:** [RESOLUTION NO.1131](#)

- E. [18-1085](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1132, a Resolution authorizing the City Attorney to enter into a proposed Joint Application for Approval of Settlement and a Journal Entry of Judgment in regard to the matter of John F. Loerch, Jr. v. City of Broken Arrow, et al. Case No. CJ-2017-2627 in the District court for Tulsa County, State of Oklahoma and directing the City Attorney to prepare and file the necessary documents to effectuate settlement, including a Journal Entry of Judgment for the Court's approval, pursuant to 51 O.S. § 158

**Attachments:** [RESOLUTION NO 1132.docx](#)

- F. [18-1108](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1134, a Resolution 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 1617 South Pine Avenue, Broken Arrow, Oklahoma 74012

**Attachments:** [RESOLUTION NO 1134](#)

- G. [18-1086](#) Consideration, discussion, and possible approval to reschedule the November 6, 2018, Broken Arrow City Council meeting from Tuesday, November 6, 2018, to Monday, November 5, 2018, due to Council members attending the National League of Cities Annual Conference in Los Angeles, CA

## 10. Preview Ordinances - NONE

## 11. Ordinances

- A. [18-1104](#) Consideration, discussion, and possible adoption of Ordinance No. 3540, an ordinance amending Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance; and declaring an emergency

**Attachments:** [2-Ordinance No. 3540](#)  
[3-Published Planning Commission Factsheet](#)  
[4-Map of Possible Locations](#)

- B. [18-1110](#) Consideration, discussion, and possible adoption of Ordinance No. 3541, an ordinance amending Chapter 26, Emergency Medical Services, of the City of Broken Arrow Code of Ordinances, Section 26-8 Insurance Provision, Subrogation and Assignment; specifically providing the percentage of an emergency medical services bill to be paid by the subscriber to the City's Medical Service Program who is uninsured; repealing all ordinances to the contrary; and declaring an emergency

**Attachments:** [9-18-18 Ord. 3541 EMERGENCY MEDICAL SERVICES PROGRAM \(EMS\)](#);

- C. [18-1112](#) Consideration, discussion, and possible adoption of Ordinance No. 3542, 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:** [Ordinance 3542](#)

**12. Remarks and Inquiries by Governing Body Members**

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

**14. Executive Session**

Executive Session for the purpose of confidential communications and discussing the employment of the City Manager, Michael L. Spurgeon, and his employment agreements, and specifically to permit the City Council to conduct the annual evaluation as provided for in the City Manager's Employment Agreement as amended, and taking appropriate action in open session regarding his employment and contract as allowed for under 25 O.S. § 307(B)(1).

In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to protect the confidentiality of the employee evaluation as allowed by the Open Meeting Act. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

**15. Adjournment**

**NOTICE:**

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

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

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

POSTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  
a.m./p.m.

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 18-1010, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Approval of City Council Meeting Minutes of September 4, 2018

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:** \$0

**Funding Source:** City Clerk Operational Fund

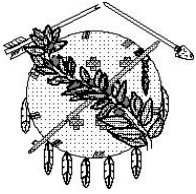
**Requested By:** Russell Gale, Assistant City Manager of Administration

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

**Attachments:** 9 18 18 City Council meeting minutes

**Recommendation:**

Approve the minutes of September 4, 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*

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**Tuesday, September 4<sup>th</sup>, 2018**

**Time 6:30 p.m.**

**Council Chambers**

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**1. Call to Order**

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

**2. Invocation**

Invocation was performed by Pastor Chris Buskirk.

**3. Roll Call**

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

**4. Pledge of Allegiance to the Flag**

Mayor Craig Thurmond led the Pledge of Allegiance to the Flag.

**5. Consideration of Consent Agenda**

Mayor Thurmond asked if there were any items to be removed from the Consent Agenda. There 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: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- A. 18 1009 Approval of City Council Meeting Minutes of August 21, 2018**
- B. 18 995 Approval of and authorization to execute Budget Amendment Number 1 for Fiscal Year 2019**
- C. 18 1025 Approval of the appointment of Police Chief Brandon Berryhill to the Youth Services of Tulsa County Inc. Board of Directors**
- D. 18 1006 Approval of and authorization to execute a Proclamation declaring September 2018, as National Senior Center Month in the City of Broken Arrow, Oklahoma**
- E. 18 1053 Approval of and authorization to execute a Promotional License on City Property allowing ScotFest, Inc. to host the 2018 ScotFest event**
- F. 18 1043 Approval of and Authorization to execute a License Agreement between the City of Broken Arrow and Auburndale Halifax, LLC, to allow the construction of a vehicular entrance and to landscape, maintain and repair the City right of way known as East Reno Street located north of Lot 1, Block 1, Hillcrest Lynn Lane, Tulsa County, Oklahoma (S1 T18N R14E)**
- G. 18 1001 Approval of and authorization to execute a Medical Director Services Agreement between David Gearhart, D.O. and the City of Broken Arrow for services as the Physician Medical Director for the Fire Department**
- H. 18 999 Approval of and authorization to execute an agreement with the Broken Arrow Military History Center for removal and relocation of the Vietnam monument from Central Park**
- I. 18 1060 Approval of and authorization to execute an Amended Attorney Engagement Agreement between the City of Broken Arrow and Tammy Ewing for providing counsel and legal advice on an as needed and as assigned basis, which may include prosecution of Municipal Court cases, representation in State Court litigation and review of contracts and drafting ordinances and other documents**
- J. 18 1000 Approval of and authorization to execute Contract for Provision of Public Services for 2018 Community Development Block Grant Program**
- K. 18 1022 Approval of and authorization to execute a renewal application for Firefighter Justin Williams to participate on the Oklahoma Taskforce 1 Urban Search and Rescue Team**
- L. 18 1049 Approval of and authorization to purchase structural firefighting coats, pants, gloves and boots from Northern Safety, helmets from Casco Industries, Inc., and flashover hoods from NAFECO, from existing contract Bid 17.149**

- M. 18 1040 Approval of and authorization to purchase annual software maintenance services from Superion, L.L.C.
- N. 18 1051 Approval of and authorization to execute a Consent Order on Case Number 18 130 from the Oklahoma Department of Environmental Quality (ODEQ), Water Quality Division
- O. 18 1046 Approval of and authorization to execute Change Order CO3 for Construction Contract 173002; Public Safety Training Facility Police Down Range Building
- P. 18 1045 Approval and authorization of Final Acceptance for the public improvements at Springhill at Forest Ridge, located at 8907 East Kenosha Street
- Q. 18 1021 Consideration, discussion, and possible approval of PUD 175D (Planned Unit Development) and BAZ 2009 (Rezoning), Pat's Express Car Wash Broken Arrow, 1.01 acres, PUD 175D/CG to PUD 175D/CH, located north of Kenosha Street, west of the Creek Turnpike
- R. 18 1002 Approval of SP 45A (Specific Use Permit) Amendment to Trinity Lutheran Church Signage, 4.43 acres, A 1/SP 45, west of Elm Place, one half mile south of Florence Street
- S. 18 1013 Acceptance of a Deed of Dedication from Martha A. Helm, Deborah A. (Helm) Caskey and Linda G. (Helm) Dysert, as trustees, whether jointly or severally, of the Martha A. Helm Trust, on property located one half mile north of Houston Street, west of Evans Road, Wagoner County, State of Oklahoma (Section 08, T18N, R15E)
- T. 18 1014 Acceptance of a Utility Easement from the Martha A. Helm Trust, on property located one half mile north of Houston Street, west of Evans Road, Wagoner County, State of Oklahoma (Section 08, T18N, R15E)
- U. 18 52 Approval of the Broken Arrow City Council Claims List for September 04, 2018  

City Manager Mike Spurgeon stated, with the approval of Item H (the removal and relocation of the Vietnam Monument from Central Park) city staff would work with the Broken Arrow Military History Center to ensure the Monument was moved to an agreeable location. He reported \$6500 dollars had been allocated for this purpose.

**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 1063 **Presentation by City Manager Michael Spurgeon on the results of the 2018 GO Bond Election including action plan for implementation of projects**  

City Manager Spurgeon reported all six propositions of the 2018 GO Bond were passed at the election last week. He reported over 16,000 voters voted in favor of Propositions 1, 2 and 3, and over 15,000 voters voted in favor of Propositions 4, 5 and 6. He stated a number of voters did not turn the ballot over which was why Propositions 4, 5 and 6 had fewer votes.

He stated Proposition No. 1 included the Street Program for \$144 million dollars and passed at 74%; Proposition No. 2 included Public Safety and passed at 71%; Proposition No. 3 was Quality of Life and Parks and Recreation and passed at 68%; Proposition No. 4 was Public Facilities and Other Miscellaneous Services and passed at 62%; Proposition No. 5 was Stormwater and passed at 74.8%; Proposition No. 6, also Stormwater, had required at least a 60% approval rate due to the involvement of City, Public and Private Property, and it passed at 73%.

City Manager Spurgeon thanked the voters who attended and voted on Election Day. He thanked City Council, Staff and Community Partners for the support and effort of package development and public education. He stated the next step was determining which projects would be initiated in which order and next month a proposed implementation plan would be presented to Council for consideration. He stated a "Promises Made, Promises Kept" statement would be published each year reviewing which projects had been completed and which were coming up.
- B. 18 1012 **Consideration, discussion, and possible approval of displaying "The War at Home Memorial" at Veterans Park, and, to authorize staff to work with Mission 22 representatives for the development of a site plan, and, preparation of an agreement for acceptance and display of the memorial**  

Mayor Thurmond stated the entire City Council was excited about this proposed project.

Parks and Recreation Director Scott Esmond reported Mission 22 contacted the City of Broken Arrow and requested to display "The War at Home Memorial" at Veterans Park. He stated a Meeting had been held with representatives of Mission 22, Tom Mancino with the Military History Center, Council Member Wimpee, and various staff members who all supported the proposition to display the Memorial at Veterans Park. Mr. Esmond gave a brief history of Mission 22, a nonprofit organization which battled the ever-rising veteran suicide rate through veteran treatment programs, memorials, and national awareness. He stated the Memorial was composed of twenty 4 x 10 feet steel plates, each crafted in the likeness of a real American



Veteran who lost the battle with post-traumatic stress disorder, and included an inscription which detailed the life and service of each veteran. He displayed a picture which illustrated what the memorial potentially would look like. He stated Theresa Eash and Michael Coon, Mission 22 representatives, would make a brief presentation.

Mr. Michael Coon, from Mission 22, stated this Memorial was the first of its kind. He stated he was of Muscogee Creek Nation heritage and, as such, he felt it was important for the Memorial to be placed in Broken Arrow. He stated he hoped it would be a solemn place for reflection where veterans could find solace. He reported his son, who was born and raised in Oklahoma, was featured in this Memorial, but the others were from all over the United States which made this a National Monument. He reported metal chairs would be donated to provide seating. He stated the Muscogee Creek Nation was prepared to assist the City of Broken Arrow in financing trail installation around the Memorial. He reported he was also enlisting volunteer vendors to provide Memorial maintenance. He stated this was a National Memorial which was currently on display in Norfolk, VA, and would remain there for five months prior to being relocated to Broken Arrow.

Mayor Thurmond stated he appreciated Mission 22 choosing Broken Arrow for display of this Memorial. He stated he personally felt blessed the Memorial would be in Broken Arrow, as his son suffered from PTSD, and he understood the difficulty many veterans faced in this regard. He stated he hoped individuals from around the Nation would come to Broken Arrow and feel comforted by the Memorial.

Mr. Esmond stated if the Council so approved, a landscape architect should be hired to create a site plan and conceptual plan, to be approved by Council and Mission 22, which would clearly delineate the responsibilities of each party.

Mr. Coon presented City Council with a copy of the Mission 22 book.

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

**Move to approve the display of the “War at Home Memorial” at Veterans Park and authorize Staff to work with Mission 22 representatives for the development of a site plan and preparation of an agreement for acceptance of the display**

The motion carried by the following vote:

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

**C. 18 1024 A public hearing regarding the Police Department’s application for the Edward Byrne Memorial Justice Assistance Grant (JAG), and authorization to submit the grant application**

Police Chief Brandon Berryhill reported the Police Department was eligible to apply for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$13,479 dollars to be used for conference training equipment and overtime. He reported the proposed conference training funds would be used for officer training, equipment funds for target upgrades for the Police Department’s mobile data systems and overtime for targeted patrol. He explained as part of the application process the application was required to be made public and the public needed to have the opportunity to comment on the proposal. He stated Staff recommended City Council conduct the Public Hearing and authorize submission for the grant application.

Mayor Thurmond called the Public Hearing to order and asked if any Citizen wanted to speak; he asked three times. No Citizen wanted to speak. Mayor Thurmond closed the Public Hearing.

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

**Move to conduct the Public Hearing and authorize submission of the grant application**

The motion carried by the following vote:

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

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

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

Mayor Thurmond recused himself from Item 9A. He left the room at approximately 6:48 p.m.

**9. General Council Business**

**A. 18 1048 Consideration, discussion, and possible approval of PUD 280 (Planned Unit Development) and BAZ 2010 (Rezoning), The Villages at Seven Oaks South, 11.34 acres, A 1 to RS 3 (BAZ 1622) to RS 3 to RS 4/PUD 280, located one quarter mile east of 9th Street, south of New Orleans Street**

Plan Development Manager Larry Curtis reported the applicant requested zoning on this unplatted property be changed from A1 RS3 to RS4/PUD 280. He stated a preliminary plat, The Villages at Seven Oaks South, was submitted in conjunction with PUD 280. He stated the preliminary plat was tabled to the September 13, 2018 Planning Commission Meeting due to an issue with access. He

explained PUD 280 proposed to develop a privately gated neighborhood with up to 47 lots and a conceptual layout. He stated the preliminary plat showed 57 lots and he explained the ten lots facing South 12<sup>th</sup> Place and East New Orleans Place, to the South along 13<sup>th</sup> Place, were not included within the PUD and the rezoning request would remain RS3. He stated at the Planning Commission Meeting PUD 280 proposed private streets owned and maintained by the new development's home owners association with the primary entry to the subdivision coming off East Quantico Street. He reported emergency crash gates would provide emergency access to and from the subdivision on Roanoke Place and East Orlando Street. He stated during the Planning Commission Meeting on August 9<sup>th</sup>, 2018, concerns were raised by the residents of Seven Oaks South and the Planning Commission Members, regarding traffic on existing streets and access to the gate entry being directly from an existing home subdivision. He stated the developer had a meeting with several residents of Seven Oaks South on Friday prior to the Planning Commission Meeting and a letter was sent on July 25<sup>th</sup>, 2018 by the developer to the residents in an attempt to explain the new development. He stated several members of the Planning Commission indicated it would be preferable to see the primary entrance of the development come from 12<sup>th</sup> Place to the north. He reported the access and circulation language had been modified to allow an alternative entrance toward the north end of the development. He reported placement of the entrance on 12<sup>th</sup> Place would require an amendment to the PUD which increased the boundaries to allow for direct access off 12<sup>th</sup> Place. He reported seven Citizens spoke against PUD 280 and BAZ 2010 with concerns including lot size, smaller and lower priced homes, vehicular access to the gated community, primary access to the gated community, increased traffic flow, access to the ponds in reserve area C, increased strain on Community amenities such as the pool and club house, the value of existing homes, police, fire and school bus access, increased burden on public schools. He reported in the Meeting on August 9<sup>th</sup>, 2018 the Planning Commission recommended approval by a vote of 3 to 1 of PUD 280 and BAZ 2010 with the condition that entry be located on 12<sup>th</sup> Place. He stated Staff recommended approval of PUD 280 and BAZ 2010 subject to the property being platted. He stated he and the applicant would be happy to answer any questions.

Council Member Mike Lester asked if this was certain to be a gated community. Mr. Curtis responded in the affirmative; the PUD specifically indicated this would be a gated community. Council Member Lester asked if the entrance gate would have sufficient turnaround space. Mr. Curtis responded in the affirmative; there would be sufficient turnaround space, as well as stack up space to prevent public road blockage. Council Member Parks asked where the crash gates would be located. Mr. Curtis displayed the map and indicated where the crash gates would be located. Council Member Parks asked about the road length and speed concern issue which was raised at the Planning Commission Meeting. Mr. Curtis replied the new design showed subdivision regulation requirements would be met in this regard. Vice Mayor Eudey asked if the applicant would like to speak.

Alan Betchan with AAB Engineering stated AAB Engineering was the engineer and surveyor for this project, was in agreement with Staff recommendations, and was happy to relocate the gate entry and to create a curve in the internal road to prevent speeding. He reported his developers had discovered there was a demand for smaller house and lot sizes which would require less maintenance, paired with higher amenity levels, and this project was an attempt to meet the market need for the smaller, gated-village, private-community feel. He stated AAB Engineering had made great efforts to address the concerns of the neighborhood, as well as traffic safety. Council Member Debra Wimpee asked what the price point was for the homes in this location. Mr. Betchan replied the houses would range from 1800 to 2200 square feet and would cost \$130,000 dollars and up, which was comparable to similar homes in the area. He stated the intent was not to devalue or to build a lesser product. Council Member Lester asked if the bend in the road would be sufficient to slow traffic through the development. Mr. Betchan responded in the affirmative; the bend included a center island which would slow traffic.

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

**Move to approve PUD 280 and BAZ 2010 as recommended by the Planning Commission and Staff with the added condition that the primary access to the development be derived from 12<sup>th</sup> Place**

The motion carried by the following vote:

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

Mayor Thurmond returned to the room at approximately 7:03 p.m.

- B. 18 960** **Consideration, discussion, and possible approval of PUD 281 (Planned Unit Development), Milestone, 2.07 acres, DM/SP 137G/Area 6 of the Downtown Residential Overlay District to PUD 281/DM/Area 6 of the Downtown Residential Overlay District along with the abrogation of SP 137, located one third mile south of Kenosha Street, one half mile east of Elm Place**  
Mr. Larry Curtis reported a new mixed use residential development was proposed on this property owned by the Broken Arrow Economic Development Authority. He stated the development would be a four story building with 31,000 square feet of commercial space on the ground floor with three levels of apartments above. He stated the 89,000 square feet of residential space would house approximately 90 units. He stated the property was presently zoned DM SP 137 and was located in

Area 6 of the Downtown Residential Overlay District. He stated SP 137, which was for a church, was approved by City Council on November 15<sup>th</sup>, 1999; however, the church had since been removed and the site was currently vacant. He stated the property had been platted as lot 1 through 22, block 18, original town of Broken Arrow. He stated the existing alley on the property was in the process of being vacated.

He reported in January of 2018 City Council adopted design standards for the Downtown Residential Overlay District and the adoption continued the implementation of the Downtown Master Plan by promoting comfortable, high quality, mixed use, residential design in the area bound by Elm Place, Houston Street, 9<sup>th</sup> Street and Kenosha Street. He stated the proposed Milestone project was located in Area 6 of the Downtown Residential Overlay District. He stated Milestone would be developed in accordance with the City of Broken Arrow zoning ordinance and the Mixed Use Commercial B design of the DROD, except as provided within the document. He stated it was important to note that the proposed changes were only for the building design; the proposed use was already permitted. He stated in the Planning Commission Meeting on August 9<sup>th</sup>, 2018, the Planning Commission concurred with Staff and recommended approval by a vote of 5 to 0 of PUD 281. He stated it was Staff's recommendation to have the PUD approved subject to Planning Commission and Staff recommendations.

Mayor Thurmond asked if the use was already approved, what is the PUD changing or modifying. Mr. Curtis responded it modified some of the external requirements of the DROD, including distance between windows going from 8 feet to 10 feet, material usage to include architectural metal, and the right-of-way setback was proposed to be changed from 30 feet to 3 feet to allow parking.

Council Member Lester asked Mr. Curtis to discuss parking further. Mr. Curtis replied he would be happy to discuss parking. He explained in the Planning Commission Meeting approximately twenty-five individuals expressed concerns about the project, five individuals expressed concerns about not enough parking on site, and there was much discussion during the Planning Commission. He stated Staff had researched the zoning ordinance currently in place and the Overlay District did not regulate parking requirements, the underlying zoning district did, and in this case it was DM (Downtown Mixed-Use). He stated the developer proposed to have approximately 147 parking spaces on site. He stated the developer was also in communication with a neighboring property to provide paid parking. Council Member Lester stated he felt this was great development; however, he did not want to burden the existing neighbors with parking, be it residential or commercial. He stated in his experience 1.75 parking spaces per unit were recommended, which would equal 158 parking spaces just for the apartments, let alone the retail businesses. He stated he worried residents would park in neighboring lots, such as the church, to access this property. Mr. Curtis stated this was a valid point and he would agree that parking would need to be addressed as the Downtown Rose District continued to be developed; however, uses for this property were already permissible by right. Council Member Lester asked if City Council had the right to require a certain number of parking places be provided. Mr. Curtis responded in the negative; if City Council denied the PUD, the developer could proceed as originally designed without any parking at all. Council Member Lester stated he hoped in the interest of leasing out the apartments, the developer would be amenable to providing appropriate parking. Mr. Curtis stated the developer was present to answer questions.

Director of Development with Cowen Construction, Steve Easley, a Partner with Milestone, stated he was in communication with Mr. Cody Callaway who owned adjacent property and had indicated he was interested in providing paid parking. He reported Milestone was in negotiations with Mr. Callaway in this regard. He explained this would add approximately 158 parking places, with 75 places being contract parking for tenants, and the rest intended to be public access parking on a fee basis. He stated this would bring the total to over 300 parking places. Council Member Lester asked how many parking places were currently proposed on site. Mr. Easley responded there would be 91 parking places on site, 47 surrounding the site, with an additional 19 adjacent to Mr. Callaway's lot. Council Member Lester asked if the 91 places on site were allocated for the residents of the apartment building. Mr. Easley responded in the negative; it was open parking.

Mr. Easley reported Milestone was still in the early phases of determining who would occupy the commercial space. He stated there was a tremendous demand from almost every restaurant in Downtown Tulsa, some from Norman, and some from Broken Arrow. He stated Milestone had secured \$22 million dollars in financing and the design was almost complete. Council Member Lester stated he felt this was a great project, but he did not want Mr. Easley to discover tenants would be unwilling to lease due to lack of parking. Mr. Easley stated this was intended to be an urban development similar to those in the Rose District and, as such, tenants would be willing to relinquish certain amenities, such as assigned parking and swimming pools, in order to live in this type of environment.

Council Member Parks stated he was currently pushing for additional parking in the Downtown area and he was concerned that the city would spend millions to install parking while apartment complexes could build without being required to provide any parking. He stated he did not feel parking in the church lot was a problem as he felt the church would be able to protect its own property; however, it was important that the church not be violated by outside parkers. Mr. Easley stated he was in the process of communicating with the church to discover an outcome acceptable

to all. Council Member Parks stated he felt it was a problem that Milestone would not have enough parking for the tenants, which would in turn deter potential visitors to the northern end of the Rose District due to lack of parking. He stated Staff would need to look deeply into this matter as it was imperative that parking be seriously considered in this situation. Mr. Easley stated he was aware of the parking shortage, which was why he was looking to the east and communicating with Mr. Callaway. He stated he would continue to search for more parking.

Vice Mayor Eudey asked, assuming the parking in Mr. Callaway's lots was developed, if it was a possibility to make tenant parking obligatory in this lot as opposed to parking in spots better used for the retail stores. He stated this would serve two purposes: one it would guarantee parking for the tenants, and two it would free up parking for retail visitors. Mr. Easley responded in the affirmative; it was possible the tenants would desire reserve parking, in which case the parking lot could be gated and access restricted to tenants only. He explained the more demand for parking there was, the higher the possibility that parking would become a part of the rental rate.

Citizen Larry Varvel stated his address was 112 East College Street and he was the Senior Pastor at the First United Methodist Church in Broken Arrow (the first church founded in the City of Broken Arrow). He stated when City Manager Spurgeon first informed him about this project, which was intended to be constructed next door to the church, and he heard about the lack of parking, he naturally was concerned. He stated he believed parking would organically lateral over into the church parking lot, and while yes, cars could be towed and fences could be built, it was not something he and his church would like to do. He stated he loved the fact that the church would have new neighbors and the church looked forward to serving, ministering to and interacting with the new neighbors; however, if you ministered to a neighbor and towed away said neighbor's car in the same breath, it sent a poor message. He stated he was concerned about the fact that current zoning law allowed businesses and apartments to be constructed with complete disregard to parking. He stated he understood when the law initially came into place it made sense; however, it now needed to be revised. He stated he had just heard about the possibility of parking in the lots to the east which potentially provided an additional 150 parking spots, which would help certainly, but the reality was the current parking regulation needed to be changed going forward with the next apartment complex, as he did not know if anything could be done about this current project. He stated he hoped Mr. Easley would indeed provide additional parking or it would certainly cause hardship for the First United Methodist Church. He stated he loved the Rose District, his church was the first building in the Rose District, built 115 years ago, and he sincerely hoped City Council would seriously make an effort to change the law to provide for the parking needs within the Rose District. He stated he wondered if City Council could require Milestone to indeed move forward with the additional parking in the lots to the east.

Vice Mayor Eudey state City Council could not legally retroactively require that the additional parking be provided by Milestone; however the Council would look into the situation. Council Member Parks stated he agreed with Pastor Varvel, the parking regulations and requirements were currently out-of-date and needed to be changed. Pastor Varvel stated he felt he should have been aware of the current law, but was unsure how to be made aware of such things, especially when City Council was unaware. Council Member Parks intimated City Council had not run into this problem before; Broken Arrow had a lot of laws and it was difficult to be universally aware of all. He stated this was a new and large project which the Council had not come across in the past; however, City Council would learn from this. Vice Mayor Eudey stated this was the largest project proposed in the Rose District in 100 years.

Pastor Varvel stated he respected Mission 22, and a week ago Saturday a funeral was held at the Methodist Church for a young man who had PTSD and took his own life, for which more than 600 were in attendance. He stated if this had happened two years from now in the future and visitors to the restaurants, shops and apartments next door were parked in the church parking lot, attendees of the funeral would have had no place to park. He stated he feared that visitors to the development would not understand that churches had events on Saturdays and would assume that parking in the church lot would not be problematic. He intimated he wanted to be a good neighbor, and Mr. Easley and he were currently on good terms; however, the current law, as it stood, was inadequate to the needs of the Downtown District.

Citizen Rachel Swekosky stated her address was 501 South 27<sup>th</sup> Street. She stated she moved to Broken Arrow in 1970 and had many wonderful memories of past City Council Members. She stated she used to be a fourth grade teacher, taught City Government and State Government, and she was pleased to have former Mayor Jim Reynolds come to her classroom and explain to her fourth graders all about City Government. She stated after the discussion one student raised his hand and asked Mayor Reynolds "Just how much to you get paid?" and Mayor Reynolds turned around and wrote \$0 dollars on the chalk board, shocking her students. She stated she appreciated City Council and appreciated the vision City Council had to improve Broken Arrow. She stated this brought her to the issue of ordinances, and she wondered if this parking ordinance could be amended to meet the needs of the Citizens of Broken Arrow after it had already been passed. She stated when she attended the Planning Commission Meeting a resident had asked if the Planning Commission had foreseen an apartment building in the future in Downtown Broken Arrow, and the Planning Commission responded in the affirmative. She stated this made her wonder why action had not been taken to

prevent exactly this type of problem. She stated if the Planning Commission had anticipated an apartment building, then it should have anticipated the parking problems which would arise and take preventative steps. She stated an ordinance could have been amended, a restriction could have been placed on the number of apartments, or a meeting could have been called including the surrounding property owners to determine if a solution could be found. She stated she felt if this project had been proposed to be built next door to the PAC many more citizens would have been in attendance demanding changes be made going forward. She stated she appreciated the vision Broken Arrow had for older citizens like herself, as was addressed in the 2018 GO Bond, but the city needed to be able to fix this type of problem in the next 20 years. She stated City Council's vision and plan through the GO Bond program was wonderful, but in her experience it was impossible to develop a plan which would work for 20 years without a hitch. She stated there needed to be a way to solve problems such as this as the problems arose. She stated she was thrilled with what was expressed at tonight's Meeting; that City Council was concerned and would work together with Planning Commission and Mr. Easley to hopefully find a solution. However, she stated, it was important to find a solution for future situations, not just this current situation. She stated there were historical sites which also needed to be appreciated and cared for. She thanked City Council for its efforts and for its attention to this matter.

Vice Mayor Eudey asked the City Attorney and City Manager, with this particular item, if he was correct in the understanding that City Council could not force Milestone to abide by an ordinance passed after the fact. Acting City Attorney Dennis responded in the affirmative. Vice Mayor Eudey stated with that understanding, it would be appropriate for City Council to look at how developments were viewed in the future. He stated he wanted the Rose District to grow and have many developments similar to this, and it would behoove City Council to investigate this further. He stated with regard to this situation the only thing City Council was being asked to do was consider modifications in the design of the building itself. Acting City Attorney Dennis concurred.

City Manager Spurgeon stated that the city wanted to be certain that the Rose District was successful, not just today, but well into the future. He stated the Community had a major investment in Downtown. He stated there were funds in the Bond Package in Proposition No. 1 for infrastructure specifically for Downtown. He stated this current situation would be monitored, and the city would work with the developer and if there was in fact a need for additional parking for the area, he would come back to the Council and recommend the city develop additional parking. He stated he felt the city had a responsibility to ensure all visitors to the City of Broken Arrow and the Rose District had a good experience. He stated while parking could not be provided in front of every door of every business, after this property was developed, if there was a need for parking he would come before Council requesting accommodations be made to acquire property, possibly using a portion of the infrastructure funds to develop additional parking.

Council Member Parks stated he approved of City Manager Spurgeon's intentions. He stated he felt the ordinances still needed to be addressed to prevent similar future situations. City Manager Spurgeon concurred and stated he would meet with Michael Skates from Development Services and investigate the situation further.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.  
**Move to approve PUD 281 as recommended by the Planning Commission and Staff and abrogate SP 137**

The motion carried by the following vote:

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

- C.    18 1003    Consideration, discussion, and possible approval of PUD 282 (Planned Unit Development) Chase Bank, 1.35 acres, CH, one quarter mile south of Albany Street, east of 9th Street**
- Mr. Larry Curtis stated the applicant proposed to develop the property for use as a financial institution. He reported on December 20<sup>th</sup>, 1999, City Council approved BAZ 1396, a request to rezone the site from A1 to C5 which was now CH under current zoning ordinance, subject to the property being platted. He stated the project site was platted as lot 1, block 1, of Hillcrest Lane, Lynn Lane, recorded in Tulsa County on February 15<sup>th</sup>, 2006. He stated, as part of the 9<sup>th</sup> Street widening project, Reno Street was routed to the south and became 10<sup>th</sup> Street and the pavement of Reno Street was removed from 10<sup>th</sup> Street, but the right-of-way remained. He stated on August 9<sup>th</sup>, 2008, the Planning Commission approved a request for a change of access to allow access from the north property boundary across the Reno Street right-of-way to 9<sup>th</sup> Street and a second driveway was proposed along the east side of 10<sup>th</sup> Street. He reported the zoning ordinance required a screening fence when nonresidential use abutted residential use; however, through the PUD the applicant requested a waiver of the screening requirement as Reno Street right-of-way provided a buffer between the project site and the residential neighborhood to the north and there was an existing masonry wall along the perimeter of the residences. He stated the parking requirement for the financial institution with a drive through was one space per 300 square feet, along with a minimum of twelve spaces for a minimum of fifteen spaces, plus the stacking space for the drive through. He reported through the PUD the applicant requested approval to have forty parking spaces, one free standing sign to permit for 150 feet of frontage; for lots with multiple frontages the street frontage was not cumulative. He stated sign height was limited to twenty feet and the applicant requested approval to have two twenty feet high pile-on signs with 75 square feet of sign area for each.

Mr. Curtis reported in the Meeting on August 9<sup>th</sup>, 2018, the Planning Commission recommended approval of PUD 282 by a vote of 5 to 0, per staff recommendation. He stated the Planning Commission further recommended that the right in and out turning movements be constricted for the driveways proposed for Reno Street and 9<sup>th</sup> Street. He reported the city provided funding for improvements of the intersection in the General Obligation Bond; therefore, with the funding approved engineering was studying the prospect of re-opening Reno Street with the improvements which would improve traffic flow in the area. He stated Staff recommended PUD 282 be approved subject to the limits of no access along the north boundary line to allow for driveway access through Reno Street right-of-way.

Council Member Lester asked if Reno Street was the grassed area on the north side of the property. Mr. Curtis responded in the affirmative. Council Member Lester asked to be shown exactly where entry access would be for the property. Mr. Curtis displayed a map of the property and pointed out the entry access points. Vice Mayor Eudey stated the residential area behind this property currently had traffic issues; he asked if these would be addressed. Mr. Curtis responded in the affirmative. He explained this current project did not address the traffic issues; however, the GO Bond provided for the address of the traffic issues. Discussion ensued regarding traffic problems in the area and through the neighborhood, reasons for where the financial institution's access points were to be located, signage, one sign versus two signs, size, height and placement of signage.

Council Member Lester stated he was worried if City Council allowed this institution to erect two signs it would cause other business to attempt to erect two signs. He asked if the sign Ordinance needed to be modified. Mr. Curtis responded in the affirmative; Staff was reviewing the Ordinance and would bring the update to Council before the end of the year. Vice Mayor Eudey stated the signage modification for this business was being allowed through the PUD only; other businesses would be required to move through the same process in order to justify the use of more than one sign. Mr. Curtis and Mayor Thurmond concurred.

Vice Mayor Eudey stated construction of this financial institution (Chase Bank) would significantly increase traffic through the area, which was already congested; he asked when Reno Street would be opened for use. Mr. Kenny Schwab, Assistant City Manager of Operations, responded the GO Bond provided for improvement of the Hillside Drive intersection, which included the possibility of opening up Reno Drive. He stated the timing of the project had not yet been determined. Council Member Lester stated he worried that opening up Reno might increase traffic congestion. Mr. Schwab stated the staff would meet with the owners of the homes which were located along Reno Street to determine whether re-opening Reno Street was desirable.

City Manager Spurgeon briefly discussed how the cost for the intersection and road improvement project would be determined, and possibilities for funding the project further than the GO Bond through ODOT, Build Funds and State funds.

Vice Mayor Eudey asked if this bank would be replacing the location currently in south Broken Arrow or if it would be in addition to. Mr. Curtis responded he believed it would be in addition to the current location. Mr. Matthew Cragun with Cumulus Design responded this would be a new location. He stated he was more than willing to work with city staff regarding the access issues; he would do whatever he could to improve the situation. Vice Mayor Eudey Stated Chase had been a good neighbor at its current location and he expected Chase would continue to be a good neighbor at the new location. He stated through no fault of Chase, traffic at this location was a problem and he appreciated city staff's efforts to improve the traffic conditions.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.  
**Move to approve PUD 282 subject to the following conditions of approval, that the applicant to amend the limits to no access along the north boundary to allow driveway access through the Reno Street right-of-way**

The motion carried by the following vote:  
**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

Vice Mayor Eudey recused himself from Item 9D. He left the room at approximately 7:50 p.m.

**D. 18 1047 Consideration, discussion, and possible approval of BAZ 2011, Fire Station No. 3, 3.0331 acres, 1 lot, A 1 to CG, one half mile south of Florence Street, west of 23rd Street, north of the Creek Turnpike**

Mr. Larry Curtis reported the City of Broken Arrow would be purchasing this property with the intention of building a new Fire Station. He stated the property was currently being used for agricultural purposes and was undeveloped. He stated the applicant intended to plat the property if the rezoning request was approved. He stated transfer of title for the lots with BAL 2036 was approved by the Planning Commission in the Meeting of August 23<sup>rd</sup>, 2018 subject to the approval of this rezoning request. He reported in the Meeting on August 23<sup>rd</sup>, 2018 the Planning Commission recommended approval of BAZ 2011 by a vote of 3 to 0, per Staff recommendation, subject to the property being platted. He reported two residents spoke to this item with concerns regarding drainage in the area; none were opposed to the rezoning or the development of a Fire Station. He

stated Staff recommended City Council approve BAZ 2011 per Planning Commission and Staff recommendation.

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

**Move to approve BAZ 2011 per Planning Commission and Staff recommendation**

The motion carried by the following vote:

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

Vice Mayor Eudey returned at approximately 7:53 p.m. Mayor Thurmond then recused himself from Item 9E. He left the room at approximately 7:53 p.m.

**E. 18 1064 Consideration, discussion, and possible approval of and authorization to execute a Service Agreement for Disaster Recovery Services between the Institute Technology and Safety and the City of Broken Arrow, Oklahoma and an Agreement with the Oklahoma Municipal League for Disaster Recovery Services as a membership benefit**

City Manager Spurgeon stated Public Safety Services consisted of three areas: Police, Fire and Emergency Services. He stated the Public Safety Services were in place to help make certain, within reason, that there were emergency plans in place and the City of Broken Arrow was prepared for man-made or natural disasters. He reported a couple of years ago City Council approved the creation of a new position "Emergency Manager Coordinator" and Mr. Jamie Ott was hired to fill this position. He stated Mr. Ott was a skilled Coordinator who had gained access to services and resources should the city find itself in a state of emergency.

City Manager Spurgeon reported the Item before Council was a Service Agreement with the Oklahoma Municipal League, through the Oklahoma Municipal Services Corporation, to allow Oklahoma cities to enter into agreement with IBTS (Institute for Building Technology and Safety) for inspection services to provide various planning and preparation services which would enable Broken Arrow to be better prepared in emergency situations. He stated if Broken Arrow did not use the contract the city would incur no cost; however, at the discrepancy of Mr. Ott, Chief Berryhill and Chief Moore, if there was a need for emergency preparation expertise, this contract would be in place for use. He stated this could be very beneficial to the City of Broken Arrow in the event there was a need for planning, or an actual emergency situation. He stated he recommended City Council authorize this agreement.

Council Member Lester asked if IBTS would come in and assess Broken Arrow; if IBTS was not aware of what Broken Arrow currently had in place it would be hard to know what was needed. City Manager Spurgeon responded he had spoken with Mr. Ott regarding this. He reported Broken Arrow was updating the pre-disaster plans and Mr. Ott would meet with IBTS and discuss what services could be utilized. He stated IBTS might not be utilized for pre-planning purposes; it might be utilized as an added resource or additional assistance in an emergency situation. Council Member Lester asked if this contract would enable Broken Arrow to better acquire services from government agencies. He asked exactly what services IBTS would provide. City Manager Spurgeon responded IBTS could help in five different ways: disaster planning, plan activation, response planning, post disaster response, recovery administration. He stated if Council approved this contract he would have IBTS's point of contact come to Broken Arrow and sit with Mr. Ott, Chief Berryhill and Chief Moore to determine how best to utilize IBTS's services. Council Member Lester stated he felt Broken Arrow responded extremely well to the ice storm in 2007. City Manager Spurgeon agreed; however, not everyone who was present in 2007 was currently in Broken Arrow's employ. He stated IBTS may or may not be able to be of service to Broken Arrow as the city was extremely capable and able to manage during emergency situations; however, with this contract, if there was a need, the city would have this resource available.

Vice Mayor Eudey commented the Service Agreement was not attached to the Agenda. City Manager Spurgeon stated it was not included as the Legal Department was in the process of addressing some disputed points in the Contract. He stated if Council was uncomfortable, this Item could be tabled until the next Meeting when he would be able to provide Council with the Service Agreement for review. Vice Mayor Eudey stated he would prefer to have the Service Agreement for review prior to a motion. Council concurred.

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

**Move to table Item 9E**

The motion carried by the following vote:

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

Mayor Thurmond returned at approximately 8:02 p.m.

**F. 18 1026 Consideration, discussion and possible approval of and authorization to purchase two (2) Pierce aerial fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston Galveston Area Council (HGACBuy) contract, and authorization to pre pay Conrad Fire Equipment, Inc. for such purpose for the Fire Department**

Fire Chief Jeremy Moore stated this Item would save the City of Broken Arrow a significant amount of money by utilizing a couple of new purchasing methods. He stated July 17<sup>th</sup>, 2018 City Council entered into an inter-local agreement with the Houston Galveston Area Council (HGAC) which was a huge buying consortium out of Texas. He stated the HGAC process had been reviewed by Legal and HGAC complied with all State purchasing laws. He stated through the HGAC the City of Broken Arrow would save approximately \$17,000 dollars on the purchase of the two fire trucks due to much lower fee accumulation. He reported Broken Arrow currently had the money budgeted for the fire trucks and if the city took advantage of the Pierce Manufacturing pre-pay program an additional \$44,000 dollars could be saved. He stated HGAC provided a 100% performance bond which would ensure Broken Arrow would recover any funds pre-paid if the trucks were faulty, not delivered, etc. He stated Legal had reviewed and approved of the performance bond. He stated with the \$61,000 dollar savings the Fire Department would be able to purchase two aerial platforms, ladder attachments which allowed multiple fire fighters to work at the top of the ladder as opposed to a single fire fighter. Chief Moore briefly described the two fire trucks which would be purchased and displayed pictures of said trucks. He stated the Fire Department recommended City Council approve the purchase of two Pierce aerial fire apparatus utilizing the HGACBuy program and utilizing the pre-payment program offered by Pierce Manufacturing. He asked if there were questions.

City Manager Spurgeon asked if the funding source was the General Obligation Bond. Chief Moore responded in the affirmative; funding came from the GO Bond, as well as STCI fund (Sales Tax Capital Improvement fund).

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

**Move to approve and authorize the purchase two (2) Pierce aerial fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston Galveston Area Council (HGACBuy) contract, and authorization to pre pay Conrad Fire Equipment, Inc. for such purpose for the Fire Department**

The motion carried by the following vote:

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

**10. Preview Ordinances**

- A. 18 1065 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**

Acting City Attorney Dennis reported this Ordinance had been previewed two weeks ago. He stated Legal made some changes to the Commercial Grow and Processing requirements, as well as additional regulations added. He stated one change indicated that all Commercial Processor facilities would be located entirely indoors and secured as required by the Department of Health rules and regulations. He stated additionally Growers and Processors were prohibited to have marijuana plants visible from any public right-of-way, and all buildings were required to be properly vented to prevent humidity, mold, etc. He stated possible public nuisances were addressed, such as light, glare, noise, odor, vibration, etc. He stated new conditions and regulations for operations were created which specifically addressed the smell of noxious odors from smoking/consumption of medical marijuana which would be considered a public nuisance. He stated a restriction prohibiting smoking or vaping marijuana on all city property had been created, to include vehicles, buildings, parks or other facilities. He stated a provision was provided for the revocation or suspension of any City Licenses for medical marijuana, if there was revocation of the State license, or if Broken Arrow determined a license was procured through fraud or falsified information.

Council Member Lester asked if the Ordinance could be adjusted to reflect a separation of marijuana growers, processors and dispensaries from child care centers. Acting City Attorney Dennis responded in the affirmative. He explained the ordinance indicated a license would not be issued for a dispensary, processor or grower if it was not allowed under the Broken Arrow zoning ordinance and the next ordinance for preview addressed location and zoning restrictions.

Council Member Parks asked if State Legislation, as it passed, could force Broken Arrow to revisit and change local laws. Acting City Attorney Dennis responded in the affirmative. Council Member Parks asked if Mr. Dennis anticipated changes in the Stated Legislature. Acting City Attorney Dennis responded in the affirmative. Council Member Wimpee asked if the Planning Commission had made any decisions regarding Commercial Growers. Acting City Attorney Dennis responded Mr. Larry Curtis had this information and would present it shortly.

Mayor Thurmond stated two Citizens signed up to speak.



Citizen Bryan Howard stated his address was 512 West Detroit Street. He asked if the \$2500 dollar fee for marijuana licensing applied to each processing, growing and dispensary license application. Mayor Thurmond responded in the affirmative. Mr. Howard asked what the City of Broken Arrow licensing qualifications would be and would the qualifications be different from State qualifications. He asked if an applicant had been approved and issued licensing by the State, why should said applicant be required to also apply for licensing through the city. Acting City Attorney Dennis responded the State's interest in regulating licensing was different from the city's interest; for example the city would inspect the applicant's building to ensure the local building and fire code was followed; in addition, the identity, address, phone numbers, hours of operation, etc., would be confirmed. He stated there were many specific requirements the city needed to review in processing an application; therefore, the city was entitled to collect a fee to provide this service. Mr. Howard stated the city intended to zone marijuana dispensaries with the same requirements as liquor stores; however, the State indicated dispensaries were medical facilities; therefore, he felt dispensaries should be zoned similar to pharmacies. He asked what qualified as indoors in terms of growing marijuana and/or processing; was this brick and mortar, green house, etc. Acting City Attorney Dennis responded if a licensed individual was growing plants the requirement was the plants needed to be behind a 6 foot tall, locked, opaque fence, not visible from any public right-of-way; commercial growers had various specific restrictions, but ultimately growing and processing were required to not be visible from any public right-of-way.

Citizen Brooklyn Green Clopton stated her address was 4200 South Aspen Avenue. She stated she grew up in Broken Arrow, owned property in Broken Arrow, and was a small business owner, as well as a local activist. She stated she had been preparing for the medical marijuana movement to come to Broken Arrow for quite some time and she firmly believed in the medical benefits of cannabis. She stated she agreed dispensaries should be treated as pharmacies. She stated she felt it was important to discuss the rate at which the state would be consuming marijuana. She stated Arizona had a thriving medical marijuana program; in 2012, at the beginning of the program, 0.5% of Arizona's population adopted medical cannabis as a medication and over the past six years this number grew to 1.9% of the population. She stated using this as a measurement, Broken Arrow, population 100,000, should expect maybe 1,000 residents registering and utilizing medical marijuana the first year. She reported the average patient consumed less than one ounce per month; therefore, Broken Arrow only needed access to approximately 1,000 ounces per month which could be dispensed from one or two dispensaries. She stated it was important to disperse the dispensaries so patients were not required to drive across town for medication. She stated she felt it was important to treat the program and the dispensaries as pharmacies, not as liquor stores. She stated her group had a doctor on the dispensary board, had a location in mind for a dispensary, and had a pharmacist on staff as an advisor, all of whom believed in the benefits of medical cannabis. She thanked City Council for its attention and efforts.

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

**Move to preview the Ordinance and set it for adoption**

The motion carried by the following vote:

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

**B.        18 1059    Consideration, discussion and possible preview of an Ordinance Amending Section 3.1.F (Table 3.1 1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance; and declaring an emergency**

Plan Development Manager Larry Curtis reported extensive research had gone into this ordinance and he felt it was a good fit and a good starting point for Broken Arrow. He stated the Planning Commission determined that the best location for growers within the city would be within the Industrial Districts. He stated growers were required to grow inside a building which would be required to be secured, as well as meet building codes and visibility restrictions. He stated an added subcategory was recommended for medical marijuana commercial growing cultivation facilities to be permissible by right in the IL and IH zoning district, and that a change in the definition section of the zoning ordinance be made to reflect these changes. He stated Staff and Planning Commission recommended manufacturing of marijuana be permissible in IL and IH zoning districts and be treated as a light manufacturing industry. He explained this would not change the ordinance; it would only be an interpretation of the current zoning ordinance that this use be permissible within the IH and IL zoning districts. He displayed a map of the city which indicated where the IH and IL zoning districts were located.

Mr. Curtis reported the Planning Commission closely reviewed the related uses of medical marijuana dispensaries underneath Title 63420A which expressed "all applicants for medical marijuana licenses must be 18 years of age or older. A special exception is granted to an applicant under the age of 18; however, the applicant must be signed by two physicians and the applicant's parent or legal guardian must be a caregiver who is at least 18 who must make the purchase." He stated, in addition, there was a requirement that medical marijuana

dispensaries be 1,000 feet from any public or private entrance of a school. He stated zoning code defined schools as “public or private facilities or colleges, universities, elementary, middle school, high school, and trade schools.” He stated the zoning ordinance did specify that child care facilities were not included in this definition; child care facilities had a separate definition within the zoning ordinance. He stated when beginning the analysis Staff had thought of classifying medical marijuana retail sales as similar to pharmacies which were permitted use in the group of general retail; however, when staff looked at facilities such as Walgreens and CVS, he explained, such pharmacies were not restricted by law on sales by age, or by location to a school facility, and as most retail facilities did not have such limitations, it was determined that general retail use was not the best category to define a medical marijuana dispensary. He stated staff concluded that such use most closely resembled Broken Arrow’s zoning ordinance of alcoholic beverage retail sales, as medical marijuana purchase was strictly restricted by age and by distance from schools. He stated this would make medical marijuana dispensaries possibly permissible in the CM, DM, CN, CG and CH zoning districts, while also being possibly permissible within area 6 and 7 of the Downtown Residential Overlay District. Mr. Curtis displayed a map which signified the areas where dispensaries would be permitted through current zoning, as well as where schools, including buffer zones, were located throughout Broken Arrow. Mr. Curtis displayed a map of the Downtown Residential Overlay District which indicated where dispensaries would be possible. Mr. Curtis displayed a map which demonstrated where child care centers, including buffer zones, were located within the city in relation to possible areas for dispensaries.

Council Member Lester asked if any restriction had been placed upon growers or processors in relation to school locations. Mr. Curtis responded in the negative; however, the city had the right to set such restrictions. Acting City Attorney Dennis stated the city needed to be careful in its decisions regarding where to allow dispensaries, as State Law sited cities could not unduly restrict the placement of retail dispensaries. He stated the city was not allowed to create restrictions which would prohibit growers and processors within City limits. Council Member Lester asked if the same restrictions placed upon dispensaries could be placed upon growers and processors. Acting City Attorney Dennis responded in the affirmative. Council Member Wimpee asked if a buffer could be placed between residential areas and growers/processors. She stated she was concerned about fumes emitted by processing plants affecting residential areas, schools, churches, etc. Acting City Attorney Dennis responded in the affirmative; more research could be conducted regarding buffer zones and the areas which surround the industrial and light industrial zones. Mr. Curtis displayed a map which showed where industrial, residential, and agricultural areas were located. He stated if a buffer restriction were placed upon growers and processors, then there were certain industrial park locations in which it would prove impossible to conduct a marijuana related business. Acting City Attorney Dennis reported the City of Broken Arrow would have nuisance abatement procedures in place (specifically included in licensing applications) which enabled the city to address any nuisance smell, fume, noise, light, etc. Mr. Curtis stated in the interpretation of light manufacturing any type of nuisance was prohibited. Council Member Wimpee asked if a cap could be placed on the number of dispensaries the city would allow. Acting City Attorney Dennis responded in the negative; State Law did not currently allow a cap. Council Member Wimpee asked if a certain amount of space between dispensaries could be required. Acting City Attorney Dennis responded in the affirmative; this could be considered.

Vice Mayor Eudey stated he may not like the law, but it was still the law. He asked if the Ordinance in question was consistent with State Law and the State’s requirements to allow medical marijuana dispensaries, growers and processors to conduct business within Broken Arrow City Limits. Acting City Attorney Dennis responded in the affirmative. Vice Mayor Eudey stated he understood every Council Member had an opinion regarding State Question 788; however, it was State Law and until it was changed or modified by constitutional grounds Broken Arrow was required to comply. He stated he wanted to ensure that Broken Arrow was consistent with the law, offering no more and no less than what the city was obligated to provide individuals or businesses wishing to engage in the medical marijuana business; therefore, if Acting City Attorney Dennis construed this Ordinance, as it was drafted, addressed this, then he felt the city had met its obligations. Acting City Attorney Dennis concurred.

Discussion ensued regarding abandoned marijuana plants, policies pertaining hereto, police involvement, health department regulations regarding disposal, and creation of policy to address such matters.

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

**Move to preview the Ordinance and set it for adoption**

The motion carried by the following vote:

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

## 11. Ordinances

There were no Ordinances.

## 12. Remarks and Inquiries by Governing Body Members

Mayor Thurmond stated he appreciated City Council taking care of things while he was absent. He reported he had a non-profit organization meeting he had to attend and was out of town for a Conference of Mayors Meeting at which he learned a great deal.

Vice Mayor Eudey stated the Youth City Council Applications were technically due today; however, the application deadline had been extended another week and he encouraged any interested young person to apply.

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

City Manager Michael Spurgeon reported November 6<sup>th</sup>, 2018 was a regular City Council Meeting, but it was also the week of the National League of Cities which the Council Members intended to attend; therefore, he suggested holding the City Council Meeting on November 5<sup>th</sup>, 2018 or November 13<sup>th</sup>, 2018. Discussion ensued regarding holding the meeting on November 5<sup>th</sup>, 2018.

City Manager Spurgeon stated Thursday morning at 10 a.m. was the ground breaking for the Milestone Project, and he invited the governing body to attend.

City Manager Spurgeon stated Police Canine Havoc recently passed away and a memorial ceremony was held on his behalf. He gave a brief history describing Havoc's growth, training and life's work including receipt of a National Certificate through the American Police Dog association. He thanked the Police Department and Havoc for his service to the Community of Broken Arrow.

At approximately 8:47 p.m. Mayor Thurmond stated he would entertain a motion for a brief recess to enter into Broken Arrow Municipal Authority and Broken Arrow Economic Development Authority.

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

**Move for a brief recess to meet for Broken Arrow Municipal Authority and Broken Arrow Economic Development Authority**

The motion carried by the following vote:  
**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

At approximately 8:52 p.m. Mayor Thurmond reconvened the regular session of the City Council Meeting. He stated there was an Executive Session and he would entertain a motion for a brief recess to clear the room for the Executive Session.

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

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

The motion carried by the following vote:  
**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

**Move to enter into the Executive Session**

The motion carried by the following vote:  
**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

## 14. Executive Session

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

**1. Possible Litigation, including potential resolution, of a matter involving the tort claim of Elias Neuman vs. City of Broken Arrow, and taking appropriate action in open session, including possible authorization to settle this tort claim, under 25 O.S. §307(B)(4).**

**2. Litigation, including potential resolution, of a matter involving the litigation case of John Loerch vs. City of Broken Arrow, Tulsa County District Court Case Number CJ 2017 2627, under 25 O.S. §307(B)(4).**

**3. Litigation, including potential resolution, of a matter involving the litigation case of B Z Properties vs. City of Broken Arrow, Wagoner County District Court Case Number CV 2018 43, under 25 O.S. §307(B)(4).**

**In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to process the pending claim, litigation and possible litigation and that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding in the public interest. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.**

At approximately 9:11 p.m. Mayor Thurmond reconvened the regular session of the City Council Meeting.

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.  
**Move to authorize the City Attorney to proceed with settlement negotiations of the tort claim of Elias Neuman as directed in Executive Session**

The motion carried by the following vote:

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

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.  
**Move to authorize the City Attorney to proceed with settlement negotiations of the matter of B-Z properties, case number CV-18-43 and CV-18-22 as directed in Executive Session**

The motion carried by the following vote:

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

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.  
**Move to authorize the City Attorney to proceed with settlement negotiations in the matter of Loerch v. the City of Broken Arrow as directed in Executive Session**

The motion carried by the following vote:

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

**15. Adjournment**

The meeting adjourned at approximately 9:13 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Scott Eudey.  
**Move to adjourn**

The motion carried by the following vote:

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

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 18-1109, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Approval of Special City Council Meeting Minutes of September 4, 2018

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:** \$182.40

**Funding Source:** City Clerk Operational Fund

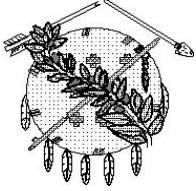
**Requested By:** Russell Gale, Assistant City Manager of Administration

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

**Attachments:** 9 4 18 Special City Council meeting minutes

**Recommendation:**

Approve the Special minutes of September 4, 2018 for the City Council meeting.



**City of Broken Arrow**  
**Special Meeting 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*

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**Tuesday, September 4<sup>th</sup>, 2018**

**Time 5:15 p.m.**

**City Hall Main Conference Room**

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**1. Call to Order**

Mayor Craig Thurmond called the meeting to order at approximately 5:15 p.m.

**2. Roll Call**

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

**3. General Council Business**

**18 1058 Presentation, consideration and possible action on the Manual of Fees and proposed revisions**

City Manager Spurgeon stated this was the Annual Review of the Manual of Fees. He reported the Manual of Fees was the document which listed all charges for services for the City of Broken Arrow. He stated each section of the Manual of Fees would be reviewed and should City Council approve, the Manual of Fees would come before City Council during regular session for official action.

Director of Development Services Michael Skates stated the first several pages of the Manual of Fees dealt with fees incurred for development services. He reported there was no change in Development Fees, but Building Permit Fees were proposed to be raised by 5%. He reported a 15% total increase was recommended for the Parks and Recreation fee, collected with the building permit. Parks and Recreation Director Scott Esmond stated the FY-19 forecasted income for this fund was \$170,000, and the 15% increase would equal an additional \$25,500, equaling less than \$195,500. He stated this was also called the residential development fee which was used for capital improvements for parks or to build new parks. He reported a new playground cost approximately \$195,000 to build. Vice Mayor Eudey asked when these fees had last been raised. Mr. Esmond responded the Parks and Recreation fee last changed September 6<sup>th</sup>, 2016. Mr. Skates responded the Building Permit fees were last changed in 2015. Vice Mayor Eudey asked if this would be an automatic annual increase of 5%. City Manager Spurgeon responded in the negative; fees were reviewed each year, but changes were only made when necessary.

Council Member Lester asked how Broken Arrow's fees aligned with neighboring communities. Mr. Skates responded the fees aligned very well; Broken Arrow certainly did not charge the highest fees, and was more in the middle to low range of fees as compared with surrounding communities. Mr. Skates reported he had submitted the Building Permit Fees to the Home Builders Association for a point of reference; the Home Builders Association indicated the fees were quite reasonable as compared with other communities. Mr. Skates stated on page 7 an item called Sanitary Sewer Tap had been moved from its previous location to the Miscellaneous Permits section. He stated the Annexation Fees, Comprehensive Plan Fees and Zoning Application Fees had been raised \$25 dollars each. He stated the Board of Adjustment Fee would remain the same. Vice Mayor Eudey asked what the Specific Use Fee would be. City Manager Spurgeon responded it would be raised by \$25 dollars to \$375 dollars. Mr. Skates stated the \$6 dollar fee per mailed notice would remain the same.

Mayor Thurmond asked how the fee increase of \$5 dollars per lot to \$10 dollar per lot for Platting/Development Fees had been justified. Mr. Skates responded Staff had felt this was justified; however, this certainly could be reconsidered.

Vice Mayor Eudey stated, in reference to his earlier inquiry about raising fees annually, he did not feel it was a good idea to raise fees simply because a certain amount of time had passed; fees should only be raised when cost was raised. City Manager Spurgeon concurred. Vice Mayor Eudey stated he wanted to remain competitive; he wanted individuals and businesses to view Broken Arrow as a viable affordable option for development. Mr. Skates stated he understood. City Manager Spurgeon stated he believed fees needed to be reviewed periodically; however, an increase in fees was not necessary annually.

Council Member Parks asked how the Platting/Development \$10 dollar per lot fee compared to Tulsa and surrounding areas. Mr. Skates responded he was uncertain. Vice Mayor Eudey stated he felt it was important the city had proper compensation for services provided; however,

it was also important to remain competitive. Discussion ensued regarding this fee increase, what similar communities charged, and remaining competitive.

Mr. Skates stated on page 9 a Small Cell Wireless Facility Fee had been added. He briefly discussed why this new fee for installation of 5G technology was necessary. Vice Mayor Eudey asked if this fee was charged when a wireless company attached specifically to a Broken Arrow utility pole, or to any pole. Mr. Skates responded this was for attachment to any pole; individual poles were being installed within the city's right-of-way.

Council Member Lester asked how often an 8 inch water meter tap was installed. Mr. Skates responded very rarely. Discussion ensued regarding how actual cost was determined, why the 8 inch water tap was treated differently than the smaller sizes, the Utility Company reviewing and approving the Water Meter Tap Fees, and the work that went into installation of water taps. Vice Mayor Eudey stated the 8 inch water meter tap fee could be amended to read actual cost plus 10%. City Manager Spurgeon stated he would research this and make a proposal to City Council.

Council Member Lester stated he felt the city was not charging high enough Cemetery Fees. He asked how the fees compared to long term actual cost. Director of General Services Lee Zirk responded the City of Broken Arrow was falling short to breaking even in terms of Cemetery Fees versus the cost to maintain the Cemetery. However, he stated, every time Cemetery Fees had been raised in the past there had been many complaints, particularly from funeral homes. Council Member Lester stated this was a service, and the city should not lose money on a service such as this. He explained surrounding area cemeteries charged one third more than Broken Arrow did; therefore, he felt if the Broken Arrow Cemetery was not breaking even then the fees needed to be adjusted. Vice Mayor Eudey asked if a survey had been done on the pricing of other municipal cemeteries. City Manager Spurgeon responded in the negative; not this year. Mr. Zirk stated a survey had been done last year and Broken Arrow was comparable in price or lower; however, it was important to remember the Broken Arrow Cemetery did not provide the same services as private cemeteries, such as large fountains and special landscaping. He stated the fees could be reviewed, a break-even point could be determined, and the fees could be raised to match this. Council Member Lester asked if the Fees went into a trust account for maintenance or just into the general fund. Comptroller Tom Cook responded 25% went into the Cemetery Care Fund for capital improvements, and the rest went to the General Fund. He stated the Cemetery's operating costs were covered by the General Fund. City Manager Spurgeon stated this matter would be researched and a proposal would be made before Council.

Mr. Skates reported at the top of page 11 a 5% increase was recommended in Contractor Registration Fees. He stated there were no increases in the License Fees. He stated the Medical Marijuana Grower, Processor, and Dispensary Fees had been added to the Manual of Fees. Council Member Lester asked if the Occupation Fee/Distiller License or the Occupation Fee/Rectifier (blended alcohol) had ever been applied for. Mr. Skates responded he was uncertain; however, he felt it had been on occasion. Council Member Lester asked why the fees for Distiller and Rectifier were higher than the Medical Marijuana Fees. Mr. Skates responded all of the Occupational Fees related to brewery licenses, distilleries, etc., were dictated by the ABLE Commission while the fees for Medical Marijuana came from the Medical Marijuana law. Council Member Debra Wimpee stated the low Medical Marijuana Application fee was concerning. She stated the State of Colorado charged \$40,000 to \$75,000 dollars for a dispensary fee, and she was worried the \$2,500 fee in Broken Arrow would encourage medical marijuana dispensaries to come to Broken Arrow. She stated she felt if the fees were raised to around \$10,000 it would prevent non-serious business owners who were not fully committed to improving the medical well-being of others from attempting to open a medical marijuana dispensary in Broken Arrow. Acting City Attorney Trevor Dennis stated he could not speak to Colorado's regulatory system; however, Broken Arrow was not able to assess a tax on Medical Marijuana Businesses. He explained the \$2,500 dollar fee was a fee Broken Arrow would recoup for the cost of processing the application. He stated if it truly cost \$10,000 to process the application, then it could be justified; however, after discussion with Development Services, and keeping in line with the regulatory scheme of the Department of Health, this was the fee determined. He stated the fee could be raised if it was determined the cost was actually higher. Discussion ensued regarding how the license fee had been determined, what the State fees were, how the city licensing fee compared to the State licensing fees, and the city's responsibilities in approving a license application. Council Member Lester asked if it was more cumbersome to go through the process of an application fee for a distillery than it was for marijuana. Mr. Skates responded in the negative. Council Member Lester asked if so, why the distillery fee was \$3,125 dollars and the marijuana fee was \$2,500 dollars. Acting City Attorney Dennis responded there was a specific provision in State Statutes which authorized the collection of \$3125 dollars by a municipality. He explained the fee was not required to be justified in terms of actual time, effort and work of processing the application. He reported he did not see any similar provision for marijuana application fees. An unknown Citizen stated State Question 788 said a city could not unduly charge a fee on top of what had already been paid and City Council should keep in mind that 55% of the voters, who would be

voting for City Council in the future, voted in approval of State Question 788. She asked the city to research Muskogee's fees. Acting City Attorney Dennis stated other city's fees had been investigated, and he respectfully asked that she allow the Council to continue its discussion. Council Member Lester stated he felt it was impossible to fully know what it would cost the city to process a Medical Marijuana Application. He asked if there was a checklist of items to be reviewed prior to application approval. Acting City Attorney Dennis responded in the affirmative; he reviewed what was contained on this checklist including criminal background check, age verification, location verification, State license verification, building and fire code compliance verification, etc. He stated he deferred to Mr. Skates in terms of actual cost of time spent to verify the required information. Council Member Lester stated he wanted to be certain that whatever the process was, Broken Arrow was covering the cost. Vice Mayor Eudey concurred. Council Member Parks commented Development Fees were not included in the \$2,500 Application Fee. He stated the process was the same as it was for most businesses; most businesses were required to obtain a State License and a City License prior to operation. Acting City Attorney Dennis concurred. Council Member Wimpee asked if the application fee was nonrefundable. Acting City Attorney Dennis responded in the affirmative.

Assistant City Manager of Operations Kenny Schwab reviewed Section 5, Utility Charges. He stated the Water Service Initiation Fee was a new fee, and was the same amount as the Water Service Transfer Fee (\$30 dollars). He briefly reviewed why this fee had been created. He stated the Water Transfer Fee for non-residents had been lowered from \$45 dollars to \$30 dollars. Council Member Lester asked why. Mr. Schwab responded there were very few non-resident water service transfers and it was deemed unnecessary to charge a higher fee for this service. Council Member Lester stated he felt it would be wrong if the residents of Broken Arrow ended up having to cover costs incurred by non-residents. Mr. Schwab stated the fee could remain \$45 dollars if Council desired. City Manager Spurgeon stated he was uncomfortable with the \$30 Water Service Initiation Fee. He stated he felt it was not welcoming to new residents. Discussion ensued regarding the Water Service Initiation Fee, the cost incurred by the city in initiating service, individuals being unhappy about paying the fee, the possibility of charging a lower fee, waiving the fee for customers with good credit, the consistency of having both the transfer fee and an initiation fee, the number of transfers annually, and the importance of covering the cost of services rendered. Council decided to keep the new Water Service Initiation Fee of \$30 dollars and the Non-Resident Water Transfer Fee of \$45 dollars.

Mr. Schwab stated the Meter Testing Charges for inside city limits was proposed to be increased to \$50 and would match the fee for outside city limit Meter Testing Charges. Council Member Lester asked if the meter was faulty then there was no fee. Mr. Schwab responded in the affirmative; if the meter was faulty it was changed out at no charge to the customer. City Manager Spurgeon suggested raising the Meter Testing Charge for outside city limits to \$65 dollars. Council agreed.

Mr. Schwab discussed the Charges Associated with Discontinuation of Water Service and the new fees listed. He explained the city experienced damage to equipment by customers and these new fees were an attempt to recover equipment repair and/or replacement cost. Council Member Wimpee asked if customers would be made aware of the fees. Mr. Schwab responded in the affirmative. Council Member Lester asked if homeowners were responsible for the fees, even if an outside party committed the vandalism. Mr. Schwab responded this type of vandalism typically occurred when a customer attempted to turn a meter back on after shut-off. Discussion ensued regarding determining who committed the vandalism and who was responsible for the fees.

Mr. Schwab stated a fee had been added to the Re-read and Leak Test Charges called the AMR Graph, a 24 hour graph displaying time of day volume usage, which clearly illustrated whether or not there was a leak. He stated the fee for the graph was \$75 dollars and would cover the cost to meet with the customer in the home to review the graph. He stated a first graph free situation could be considered. City Manager Spurgeon intimated he liked the idea of the first graph free.

Mr. Schwab stated the next group was Water Rates which were gradually being increased annually for five years (this was year three), as had been agreed upon previously. He stated the increase this year was 5.5% for the Water Rates and the Special Contract Water Rates. He distributed a handout which listed the Utility Rate History including Water Rates, Wastewater Rates, and Stormwater Rates, a comparison between FY2018 and FY2019, and customer water consumption. He stated Stormwater Fees increased by 9% and he reviewed these fees. Director of Engineering and Construction Alex Mills stated the increase in the Fee-in-Lieu of Detention rate increased from \$0.35 to \$0.40 per square foot which was higher than 9%; however, this was justified as it covered actual cost. He stated Tulsa charged \$0.74 per square foot. Mr. Schwab stated Sanitary Sewer Rates increased by 7% and he reviewed these fees. He stated there were no other changes in Section 5.



Council Member Parks asked if the Fire Department had a good track record when it came to collecting the \$700 dollar per truck per hour fee for Fire Protection Services outside of city limits. Fire Chief Jeremy Moore responded in the negative. He stated he did not know if the Fire Department had invoiced any citizen since he had become Fire Chief. He stated there was confusion regarding whether this was the Fire Department's responsibility. He stated he and Police Chief Berryhill had spent some time at the Senior Center doing a question and answer session and Fire Service Fees was one of the big concerns and misunderstandings. He stated he felt if the city determined to aggressively pursue collection of fees for these services a public education campaign should be conducted. Vice Mayor Eudey asked if this was necessary as the fees were for non-residents. Chief Moore responded in the affirmative. He explained the Fire Department was different from the Police Department, in that the Fire Department's territory covered 100 square miles, not just within city limits like the Police Department. Council Member Parks asked if a subdivision outside of city limits had a house fire, and the Fire department responded would the city be reimbursed for the service. Chief Moore responded in the negative. He stated if a citizen who was outside city limits had a house fire, and the Broken Arrow Fire Department responded, then the city had the right to invoice that citizen for service. City Manager Spurgeon reported consideration was being made regarding adoption of a subscription program, by way of annual fee, for citizens outside of the city limits, but within the Fire Department's territory. He explained if a citizen in this situation chose to pay the annual fee then service would be free; however, if not then Broken Arrow could charge for Fire Services. Council Member Parks stated it was unfair to the citizens of Broken Arrow who were paying for Fire Services through the various taxes that the citizens outside of city limits were receiving basically free Fire Service. City Manager Spurgeon stated this was being addressed and he was currently investigating a solution to present before City Council for review. Council Member Wimpee stated she felt citizens who fell into this "no-man's land" would appreciate a subscription service which would guarantee assistance if an emergency was to arise. Discussion ensued regarding the subscription service, inclusion of everyone outside city limits, the importance of finding a solution to this problem, and public education in this regard.

#### 4. Adjournment

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

The motion carried by the following vote:

Attest:

City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 18-1105, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to execute a Consent to Assignment Agreement by and between City of Broken Arrow, a municipal corporation, operating a golf course known as the Battle Creek Golf Course and Greenway Golf Associates, Inc., a California corporation ("Assignor") and Greenway Golf Partners, an Oklahoma limited liability corporation ("Assignee")

**Background:**

Greenway Golf Associates, Inc., entered into a Golf Course Professional Management Services Agreement on July 1, 2016 and most recently renewed on July 1, 2018. The agreement is for Greenway Golf Associates, Inc., to provide golf course management services for Battle Creek Golf Course.

This Consent to Assignment Agreement is a result of State Question 792 which changed the law on Beer and Wine sales that takes effect October 1, 2018. As a result of SQ 792 the City of Broken Arrow can no longer hold a beer license through the State of Oklahoma, therefor Greenway Golf Partners has been created as an Oklahoma limited liability corporation for the sole purpose of becoming the applicant for the Beer and Wine license for Battle Creek Golf Course. This will allow for beer sales to continue at Battle Creek Golf Course.

All terms of the Golf Course Professional Management Services Agreement have not changed and remain in effect.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Scott Esmond, Director of Parks and Recreation Department

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

**Attachments:** Consent of Assignment Agreement  
Exhibit "A" Sums Due and Owing to City of Broken Arrow  
Exhibit "B" Golf Course Professional Management Services Agreement

**Recommendation:**

Approve and authorize execution of a Consent to Assignment Agreement by and between City of Broken Arrow, a municipal corporation, operating a golf course known as the Battle Creek Golf Course and Greenway Golf Associates, Inc., a California corporation ("Assignor") and Greenway Golf Partners, and Oklahoma limited liability corporation ("Assignee").

## CONSENT TO ASSIGNMENT AGREEMENT

This Consent to Assignment Agreement made this September 18, 2018, by and between City of Broken Arrow, a municipal corporation, operating a golf course known as the Battle Creek Golf Course ("The City") and Greenway Golf Associates, Inc., a California corporation, ("Assignor") and Greenway Golf Partners, an Oklahoma limited liability corporation ("Assignee").

**WHEREAS**, on July 1, 2016, the City and Assignor entered into a Golf Course Professional Management Services Agreement ("Agreement") and most recently renewed on July 1, 2018; and

**WHEREAS**, Assignor wishes to assign all of its rights and obligation under the Contract to Assignee; and

**WHEREAS**, the Contract requires the prior consent of the City of Broken Arrow.

**NOW THEREFORE**, the parties agree as follows:

1. The City and Assignor warrants and represents that said Agreement is in full force and effect and is fully assignable; and
2. The City and Assignor acknowledge that no transfer fee is due and owing to the City; and
3. The City hereby consents to the Assignment of the Agreement to Greenway Golf Partners, LLC; and
4. Assignor acknowledges that the attached Exhibit "A" is a written schedule of all sums due and owing to the City from the Assignor and is true and accurate; and
5. Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the Agreement, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein; and

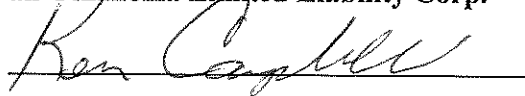
This Assignment shall be binding upon and insure to the benefit of the parties, their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

**GREENWAY GOLF ASSOCIATES, INC.,**  
a California Corporation



**GREENWAY GOLF PARTNERS,**  
an Oklahoma Limited Liability Corp.



**ATTEST:**

**City of Broken Arrow**

\_\_\_\_\_  
City Clerk (seal)

\_\_\_\_\_  
Craig Thurmond, Mayor



## Greenway Golf

9311 N FM 620 #123

Austin, TX 78726

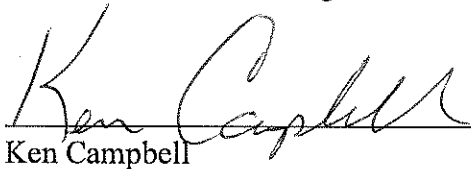
T 512-686-1330

GreenwayGolf.com

City of Broken Arrow

### Re: Exhibit A Consent to Assignment Agreement

In conjunction and effective with the consent of assignment of the Battle Creek golf course management agreement, the under signed officer of Greenway Golf attests there are no sums due or owing from Greenway Golf Associates, Inc. to City of Broken Arrow.

 9/13/18

Ken Campbell

Date

Chief Financial Officer

**CITY OF BROKEN ARROW  
GOLF COURSE PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**

This Golf Course Professional Management Services Agreement is made and entered into by and between the City of Broken Arrow, a municipal corporation, operating a golf course known as the Battle Creek Golf Course (the "Course"), in Broken Arrow, Oklahoma, consisting of approximately one hundred eighty (180) acres of land owned by the City of Broken Arrow (the "City"); and Greenway Golf Associates, Inc., a California corporation, with its principal place of business located at 9311 N FM620, #123, Austin, TX 78726 (the "Company").

**RECITALS:**

WHEREAS, the City needs a professional manager to assume responsibility for the complete operation of the Course including, but not limited to, general administration, facility and equipment operation and maintenance, and pro shop and food service management; and

WHEREAS, the professional manager is needed to provide the maintenance and operation of this course at a service level equal to or better than that being provided to competitive courses in the Tulsa Metropolitan area with restaurants, meeting rooms and beverage lounges; and

WHEREAS, Company represents that it is familiar with the revenue needs of the City from the Course and the uses of which the Course lands are committed; and

WHEREAS, Company has the expertise with respect to successful and efficient management and operation of golf course facilities on comparable sites and has effectively and efficiently managed the Course since September 1, 2006;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

## **AGREEMENTS:**

### **1.0 RECITALS**

1.1. The above Recitals are incorporated herein by reference as if set forth in full.

### **2.0 DEFINITIONS, INTERPRETATIONS AND HEADINGS**

2.1. This Agreement shall be interpreted according to the laws of Oklahoma.

2.2. The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2.3. The singular includes the plural, and words importing one gender include the other gender.

2.4. The following words shall be construed to have the following meaning, unless otherwise specified:

**Agreement:** This Agreement, as amended from time to time by written instrument, executed by the City Council, by the Mayor or other official designated by the City to execute this Agreement, and Company.

**Management Fee:** The compensation payable to the Company pursuant to Section 7.1.1 hereinafter.

**Beverage:** Any potable liquid, including both low point beer and intoxicating beverages as defined in the Oklahoma Alcoholic Beverage Control Act.

**Capital Improvement:** Any construction project or equipment, which extends the useful life or increases the capacity of the Course facilities. For the purposes of this Agreement, weeding, replacement or renovation of sod or grass shall not be considered a Capital Improvement; however, Capital Improvements may include all 'public improvements' as defined in the Public Competitive Bid act (61 O.S. §101 *et seq.*), which occurs on the real property of the Course.

**City:** City of Broken Arrow, Oklahoma

**City Council:** The governing body of the City of Broken Arrow.

**City Manager:** The City Manager of Broken Arrow or his designee(s).

**Company Facility Employee:** Any employee of the Company working at the Course on a part-time or full-time basis with the exception of Ken Campbell, George Kelley, and Marc Logan, or any other Greenway Employee.

**Contract Manager:** The Contract Manager of this Agreement shall be the City Manager or a duly appointed representative, whose appointment is conveyed to Company in writing.

**Contract Year:** The period beginning on July 1st and ending on the following June 30, 2017.

**Cost of Goods Sold:** Shall be determined by generally accepted accounting principles consistently applied.

**Evaluation Report:** A report developed by Company to document Company's standard of performance in the overall condition and playability of the Course, the quality of service provided by Company, and the condition of the buildings of the Course.

**Fiscal Year:** The fiscal year of City, beginning on July 1st and ending on the following June 30th.

**General Manager of the Course:** Dee Roadman.

**Golf Course or Course:** The City owned Battle Creek Golf Course located generally north of the Broken Arrow Expressway and east of Aspen, Broken Arrow, Oklahoma, on property depicted on the site plan which is a part of **Exhibit A**, including but not limited to the banquet facility, restaurant, clubhouse, driving range, maintenance facilities, cart barn, all associated improvements, all business operations, and the activities authorized herein on the designated public property.

**Greenway Employee:** George Kelley, Ken Campbell, and Marc Logan or any other employee of Greenway Golf Management, LLC, a California limited liability company.

**Gross Revenues:** All money, cash receipts, assets, property or other things of value, including but not limited to: gross charges, sales, rentals, fees, trade-out,

bartering, and commissions made or earned by Company and/or all the assignees, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the Course and the premises; this includes but is not limited to green fees, rentals, the sale of merchandise, and sale of food and beverages. Gross Revenues shall include the amount of any manufacturer's or importer's excise tax included in the prices of any merchandise or products sold, even though the manufacturer or importer is also the retailer thereof, and it is immaterial whether the amount of such excise tax is stated as a separate charge. However, Gross Revenues shall not include any transferred support from the City. Gross Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional for providing such lessons.

**Incentive Management Fee:** The compensation payable to the Company pursuant to Sections 7.1.1 hereinafter.

**Net Operating Income or NOI:** Gross Revenues less Operating Expenses.

**Operating Account:** The bank account established for the purposes of depositing Course Revenues and paying Operating Expenses. The Operating Account shall be in the name of the City, with the Company as an authorized signatory.

**Operating Budget:** The line item budget prepared by the Company for the Course operations for each Fiscal Year during the term of this Agreement as approved by the City.

**Operating Expenses:** All costs and expenses necessary for the operation of the Course in the ordinary course of business as approved by City and Company, including, but not limited to, the following: Management Fee, professional organization dues, Company Facility Employee costs and expenses, subscriptions, travel, supplies, equipment, furniture, fixtures, maintenance, advertising and promotion, taxes, the cost and fees of the Auditor; the cost of goods sold; insurance premiums; utilities including but not limited to electricity, gas, water, sewer and



telephone; use of irrigation water and other budgeted and approved costs and expenses incurred in the operation of the Course. Operating Expenses do not include depreciation and amortization or Incentive Management Fees. Operating Expenses shall be determined in accordance with governmental generally accepted accounting principles consistently applied, and applicable Oklahoma Law concerning the budgets and expenses of Municipalities.

**Operations:** The business and commercial operations and affairs in the ordinary course of business of the Course.

**Payroll Account:** The bank account established by the Company for the payment of Company Facility Employee payroll, benefits, and other costs and expenses directly resulting from the employment of Company Facility Employees.

**Property Taxes:** All special assessments levied in connection with the Course and its personal and real property, whether such tax is levied against City or Company, or otherwise; but is not such an exaction imposed on any concessionaire or lessee of City who is not a party to this Agreement.

**Revenues:** See Gross Revenues.

**2.5.** In the event of any conflict in the definition or interpretation of any word, responsibility, service or schedule said conflict or inconsistency shall be resolved as follows:

**2.5.1.** By the terms of this Agreement;

**2.5.2.** The Golf Course site plan (**Exhibit A**, which is attached hereto and incorporated by reference for all purposes);

### **3.0 CITY GOLF COURSE PREMISES**

**3.1. Course Ownership and Name.** The Course consists of lands owned in fee by the City. The name, Battle Creek Golf Course, shall remain the same unless changed by City.

**3.2. Use of Course.** The Course, as shown on the site plan (**Exhibit A**), shall be used only and exclusively for Course operations and for such other, related purposes for which express approval is granted by the City Manager or the City and for no other purpose whatsoever.

**3.3. Company's Acceptance of Physical Condition.** Company acknowledges personal inspection of the Course and the surrounding area and has evaluated the extent to which the physical condition thereof will affect the operation of the Course.

**3.4. Approval required for Alterations.** Any improvements, additions, alterations or changes to the Course shall be subject to prior written approval by the City Manager or the City Council, securing of applicable permits, and compliance with such terms and conditions as may be imposed by City and by any level of government which is functioning in a governmental capacity.

**3.5. No Property Interest.** Company hereby acknowledges the title of City in and to the Course and all improvements located thereon; Company agrees never to assail, contest or oppose City's interest in said title, nor to assert with respect thereto any interest of Company.

**3.6. Ownership of Improvements.** Ownership of all structures, buildings and improvements, existing or constructed by City or Company upon the Course and all alterations, additions, or betterments thereto, shall immediately vest and be vested in City at all times during and after the term hereof. City shall retain at all times the right to possession of such structures, buildings and/or improvements. Company agrees to follow Oklahoma's Public Competitive Building Act (61 O.S. § 101, *et seq.*) when plicable.

## **4.0 SCOPE OF SERVICES**

**4.1. General Management of Golf Course.** The General Manager of the Course shall:

**4.1.1.** Manage the day-to-day operations of the Course including, but not limited to, overall Course management, starter services, range operations, cart operations, food and beverage service, and maintenance of the buildings and grounds (including agronomic practices).

**4.1.2.** Collect and account for all Gross Revenues including daily deposits of Gross Revenues into the Operating Account.

**4.1.3.** Operate the banquet facility, restaurant and bar. Company shall implement an alcohol server-training program for all persons who serve alcohol. All servers shall successfully complete training in: CPR, basic first aid, courtesy, City rules and a recognized alcohol server training course prior to serving any alcoholic beverages at the Course.

**4.1.4.** Formulate and implement operating programs.

**4.1.5.** Employ, train, supervise and terminate (if and/or when necessary). Company Facility Employees.

**4.1.6.** Maintain the Course and all appurtenances in conformity with City's specifications.

**4.1.7.** Plan and implement an advertising and marketing program.

**4.1.8.** Provide, manage and supervise food service, golf professional, maintenance, marshalling, and pro shop personnel at the Course during normal working hours as determined by City. All such personnel shall be neat and clean, and wear suitable uniforms.

**4.1.9.** Attend to all other matters necessary or expedient for the efficient performance of the Course operations and maintenance.

**4.1.10.** Attend all City Council meetings and Planning Commission meetings that have agenda items that involve the Course.

## **4.2. Financial and Accounting Services**

**4.2.1. Accounting Services.** Company, in cooperation with City, shall provide accounting services to account for all Gross Revenues, including daily deposits of Revenue into the Operating Account solely for the Course and account for all expenses of Company regarding the management and operation of Course. The Company's accounting services personnel will pay all bills in a timely manner from the Operating Account. Any employee or third party expense incurred by the Company in providing the financial and accounting services contemplated hereunder shall be an Operating Expense to be paid from Gross Revenues.

**4.2.2. Report Preparation.** Company shall cooperate with the City Manager in providing all necessary financial and accounting information to an employee of the City designated by the City Manager, and to help facilitate and assist the designated employee in the preparation of the following accounting services:

**4.2.2.1.** Preparation of reports with respect to all financial aspects of the Course, such as cash receipts, accounts receivable, budget reports and detailed profit center information.

**4.2.2.2.** Maintenance of accounting records and preparation of annual financial statements for the Course in accordance with governmental generally accepted accounting principles, consistently applied, including all required footnotes and disclosure. Such records shall conform to the Municipal Budget Act (11 O.S. §17-201, *et seq.*).

**4.2.3. Accounting Records.** Company shall cooperate with the City Manager or his designee in providing requested records of accounting, to the City, which correctly and accurately reflect the Gross Revenues and expenses in connection with the authorized operations. The method of accounting, including the Operating

Account and Payroll Account established by Company for the operations and maintenance of the Course shall be separate from the accounting system(s) used for any other business operated by Company or for recording Company's personal financial affairs. Complying with such requests for providing records shall include the keeping of the following records:

**4.2.3.1.** Maintenance of regular books of accounting, such as general ledgers.

**4.2.3.2.** Maintenance of journals, including but not limited to any supporting and underlying documents such as vouchers, checks, tickets, and bank statements.

**4.2.3.3.** Preparation of sales tax returns, checks, and documents proving payment of the sums shown, which Company shall keep in confidence.

**4.2.3.4.** Preparation and maintenance of cash register tapes (daily tapes may be separate but shall be retained so that from day to day the sales can be identified), golf starter sheets and golf cart rental forms.

**4.2.4. Cash Registers.** Company shall record all sales by means of cash registers, which publicly display the amount of sale and automatically issue a customer's pre-numbered receipt to verify the amount recorded on a slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which continuously accumulate and which cannot, in any manner whatsoever be reset and, in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash register(s), Company shall record, by hand, all collections and issue a sequentially pre-numbered customer's receipt in like manner. Under no circumstances shall Company conduct sales, which are not recorded and for which no customer receipts or other proper documentation are issued. Should any sale be conducted in such a manner, which is not recorded and no customer receipt or other proper documentation is issued, it shall be considered a material breach of this Agreement, and shall be cause for the City's immediate termination of this Agreement.

**4.2.5. Deposit of Gross Revenues.** Company shall deposit all Gross Revenues each business day into the Operating Account. Course Revenues shall not be commingled with other money or accounts. Revenues shall not be taken from the Operating Account except to operate and maintain the Course, to transfer into the Payroll Account for the payment of Company Facility Employee payroll and related expenses, and as otherwise provided herein.

**4.2.6. Capital Improvements Budget:** Company shall cooperate with the City Manager and shall submit the Course's proposed Capital Improvement budget to the City Manager no later than the first working day of February before the end of the Contract Year.

**4.2.7. Additional Financial Reports.** The Company shall furnish a monthly Gross Revenues report to City Manager. In addition thereto, the Company shall furnish City Manager monthly profit-and-loss statements regarding the operation and maintenance of the Course, an annual profit-and-loss statement regarding the operation and maintenance of the Course, and a balance sheet prepared in a form acceptable to the City Manager. The monthly reports shall be furnished by the 20<sup>th</sup> day of the following month. The annual un-audited financial statement regarding the operation and maintenance of the Course shall be submitted no later than September 1 of each year during the term of this Agreement.

#### **4.3. Audit**

**4.3.1.** All documents, book and accounting records regarding the operation and maintenance of the Course shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter, or longer if required by law.

**4.3.2.** Company shall cooperate with the City Manager and provide the City's Auditor customary assistance in conducting any necessary audits regarding the operation and maintenance of the Course, including but not limited to analysis of accounts, pulling documents, clerical support and preparation of working papers,

and shall be sufficiently prepared to ensure that the audit will be completed at lowest cost and within one hundred twenty (120) calendar days following the end of the Fiscal Year.

#### **4.4. Golf Course Services**

**4.4.1. General.** Company shall provide all Course management and operations, including, but not limited to, the following: personnel management, sale, rental, storage and/or repair of golf equipment, sale of golf clothing and supplies, provide instructional services in the playing of golf, rent golf carts, and operate a driving range all in accordance with the Operating Budget and the provisions of this Agreement.

**4.4.2. Merchandise.** Company shall keep on hand in an amount contemplated in the Operating Budget such inventory of golf merchandise as it deems necessary. Inventory shall include, at a minimum, the following: clothing with course logos for men and women; golf shoes; golf clubs and bags; and golf accessories such as balls, gloves, and tees. Merchandise received in consideration for the volume of purchases made, or purchase incentives, are the property of Company.

**4.4.3. Golf Professional.** A PGA professional shall be on site full time and shall a) provide lessons, b) conduct City's group recreation lessons in cooperation with the City's Department of Parks and Recreation and c) perform all other, similar services set forth as directed by City. Qualified instructors shall teach the game of golf. Golf instructors shall comply with all applicable rules and regulations for the play of golf, during their use of the golf course for instructional purposes.

**4.4.4. Golf Carts.** Company shall keep on hand at least sixty (60) golf carts to meet the public demand therefore. All of the required golf carts shall have shade tops. Company may prohibit the use of golf carts on the golf course whenever weather conditions expose the user to danger or the golf course to damage arising from operation thereof. All golf carts and golf cart maintenance shall comply with the specifications and maintenance requirements as necessary to establish the image

of a first class Course. Private golf carts shall not be allowed on the golf course.

#### **4.5. Food and Beverage Services**

**4.5.1. Sale of Food and Beverages.** Company is hereby authorized to sell food and beverages, including alcoholic beverages and low-point beer, at the Course, within the restaurant, banquet/meeting rooms and beverage lounge, and to schedule the use of the banquet/meeting rooms. Company shall obtain and maintain, as a Course expense, any necessary state and local licenses and permits. The supply of beverages at the Course will be done only in conformity with federal, state and local law, with particular reference to adjacent church property.

**4.5.2. Health Certificates.** Company shall keep on file and make available, upon request, to the City Manager, certificates for each member of its food and beverage staff showing full compliance with all requirements of the Tulsa County Health Department and local laws.

#### **4.5.3. Days and Hours of Operation**

**4.5.3.1.** Company shall open the restaurant for business each and every day, and shall post and maintain such hours of operations as required to serve customers in the facility. Company shall consult with the City in the establishment of hours of operations.

**4.5.3.2.** Company shall keep the beverage lounge open for such daily period of time, as Company deems practical to satisfy public demand for such service.

**4.5.3.3.** The beverage lounge and the banquet/meeting rooms may, at the discretion of Company, be available for catered events at times when the golf course is not open and it is not necessary to give first priority service to golfers.

**4.5.4. Food and Beverage Products.** Company shall keep on hand the necessary inventory of food and beverage products to satisfy the public demand thereof. All such products sold or kept for sale by Company shall be first-class in quality, wholesome and pure, and shall conform to the federal, state, county and local food laws, ordinances and regulations in all respects. No adulterated, misbranded or



impure articles shall be sold or kept for sale by Company, and all food and beverage products kept on hand by Company shall be stored and handled with due regard for sanitation.

#### **4.6. Golf Course Starter Services**

**4.6.1. Use Granted.** Company is hereby required to render and provide Course starter services. Said services shall include, but shall not be limited to: open and close the Course; collect greens fees; collect golf tournament fees; collect golf cart fees; record reservations from the telephone, internet and from patrons at the Course and record same on starter sheets; place golfer's names on a call sheet as necessary; send golfers to the tee and start them off at proper intervals in groups of four, three and two, as applicable; receive requests from groups for tournaments, book tournaments, and collect appropriate fees and deposits; take all actions as necessary to speed play on course; enter all golfers names on the starter's sheet and issue a cash register receipt to each golfer upon the payment of the greens fees; total the golf starter sheets at end of each day's play and reconcile with fee category totals on cash register detail tape; and point of sale system. Totals from the daily point of sale system reflecting on the number of rounds of play by fee categories shall be submitted to the City Manager's office on a monthly basis by the 20<sup>th</sup> of the following month.

**4.6.2. Pace of Play.** Company shall implement a pace of play program developed to speed up play. Course monitoring shall be performed as necessary to maintain the pace of play established by Company. Company shall determine how to best perform the specified pace of play duties under the direction of the Golf Professional.

**4.6.3. Days and Hours of Golf Shop Operation.** Company shall keep the golf shop open every day, including Sundays and holidays with the exception of Christmas Day, and New Year's Day. The minimum hours of operation shall be from dawn to dusk, with the exception of closures required by weather conditions.

#### **4.7. Building and Equipment Maintenance**

**4.7.1.** Company shall, using Revenues or funds obtained from operation of the Course, maintain the premises and all buildings for normal wear and tear, and maintain improvements, fixtures, trade fixtures, equipment and utility systems which may now or hereafter exist in good, operable, useable and sanitary order, damage by casualty excepted. Company shall, using Revenues or funds from operation of the Course, maintain all equipment and facilities in a good, safe and first-class condition throughout the term of this Agreement, normal wear and tear and damage by casualty excepted, and provide for such repairs, replacements, rebuilding and restoration as may be required by City to comply with the requirements hereof. Any Capital Improvement repairs and/or any modifications or additions to the facilities shall have the approval of the City prior to implementation by Company, provided that repairs of twenty-five thousand dollars and no cents (\$25,000.00) or less may be authorized by the City Manager.

#### **4.8. Grounds and Maintenance Service**

**4.8.1.** Company shall provide grounds maintenance services, including but not limited to the obligations to mow, edge, trim, over-seed, fertilize, aerate, irrigate, sod, change cups, change service tees, top-dress, raise divots, rake traps, spray, mop, spot irrigate, syringe, and renovate turf and shrub areas, as well as provide weed, disease and pest control, tree maintenance, pond/aquatic maintenance, maintenance of irrigation systems including mainlines, pumps, boosters and controllers, keep swales in good repair and provide the necessary maintenance of appurtenant structures and equipment.

**4.8.2.** In regard to the level of maintenance, all work shall be performed in accordance with the highest regional and competitive golf course industry-wide maintenance standards at established frequencies so as to maintain the aesthetic level and proper playing condition of the Course. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper

maintenance of the Course.

**4.8.2.1.** Regularly scheduled inspections of the premises and Company's operations authorized herein shall be made by City or the City Manager. The written report of such inspections shall be recorded, retained for reference, and forwarded to Company upon request.

**4.8.2.2.** Company shall provide, maintain and supervise a Golf Course superintendent and maintenance crew at the premises daily during normal working hours, as determined by City.

**4.8.2.3.** Company shall provide City with the names and telephone numbers of at least two (2) qualified persons who can be called by the City Manager when emergency maintenance conditions occur during hours when Company's normal work force is not present.

**4.8.2.4.** In regard to the Course being out of operation, whenever play must be suspended on the Course due to inclement weather conditions, the decision on when to allow play to resume, and when to allow golf carts to go out on the Course, will be made by Company. Company shall provide information on such closures on the monthly report.

**4.8.2.5.** Company shall furnish with funds from Course Revenues all necessary non-capital equipment, supplies and material of good quality and in sufficient number to fulfill the requirements of this Agreement and to accomplish an acceptable and professional level of maintenance. The timing of the acquisition of such items shall be based upon sound cash flow management principles. The list of items of equipment, supplies and materials shall include, but not be limited to:

**4.8.2.5.1.** All necessary gas, oil and spare parts for all equipment;

**4.8.2.5.2.** All necessary seed, fertilizers, fungicides, insecticides, herbicides, and pesticides;

**4.8.2.5.3.** Parts necessary for the repair and maintenance of all irrigation

systems and appurtenant equipment;

**4.8.2.5.4.** Tee towels, soap, ball washers, putting green cups, flags, benches, trap rakes, tee markers, tee mats, trash receptacles, trash receptacle liners, cleat brushers, and all other pertinent Course equipment;

**4.8.2.5.5.** Materials for the installation and maintenance of drains;

**4.8.2.5.6.** Appropriate sand for all greens and fairway traps.

**4.9. Driving Range Operations.** Company shall keep the driving range open daily, including weekends and holidays, except during days of inclement weather. The hours of operation shall be established by Company with the approval of City.

**4.10 Annual Operating Budget.** Company will develop an annual budget of expenses and revenues for the Course consistent with comparable golf course facilities (capital, operating and other) (the "Operating Budget"), which will be available for review by City no later than March 1<sup>st</sup> of each Fiscal Year. The Operating Budget shall contain: (a) profit and loss statement (by month) and cash flow statement (by month) for the following Fiscal Year, (b) a written summary of business strategy and goals for the following Fiscal Year, (c) itemized list of capital expenditures for the following Fiscal Year, and (d) itemized list of Operating Expenses for the following Fiscal Year. The Operating Budget shall be subject to the approval of City. Any reference to the Operating Budget in any other section of this Agreement shall mean the Operating Budget as approved in writing by City. Contingent upon City's approval of each such Operating Budget, City will make available or there shall be available, in a timely fashion, funds sufficient to cover all expenses provided in such Operating Budget during the period to which such Operating Budget applies, including, without limitation, expenses of operation and maintenance of the golf course, golf shop, food and beverage operation and clubhouse complex. Expenses of operation and maintenance include all required equipment, supplies and inventory.

**4.11 Operating Contracts.** Company shall, subject to the Operating Budget, provide to the City all Operating Contracts necessary or appropriate for the Course during the

term in accordance with this Agreement for execution by the appropriate authority. All such Operating Contracts shall be executed in the name of Battle Creek Golf Course or the City. Company shall promptly notify City of any Operating Contract and promptly shall deliver to City a true, correct and complete copy thereof for approval and execution. All Operating Contracts shall be subject to City's prior written approval as to form and content. If Company is then managing other golf courses similar to the Course, Company shall use its best efforts to utilize the same individuals or entities under the Operating Contracts as are performing similar services or providing similar supplies for Company in connection with such other golf courses, if such a procedure would result in cost savings to City and City concurs with Company that cost savings are likely to result.

## **5.0 CITY'S RESPONSIBILITIES**

**5.1.** City, through the City Manager shall administer all terms and condition of this Agreement and shall monitor standards and specifications.

**5.2.** City shall review and approve the annual Operating Budget and the Course Capital Improvement Budget.

**5.3.** City shall review and approve or disapprove, in advance, any and all alterations to existing facilities.

**5.4.** City shall determine, fund and implement Capital Improvements. City shall provide or make provisions for all Capital Improvements needed to operate Course. City agrees to fund (independent from Course Revenues) capital improvements to the Course on an annual basis, as is agreed to by the parties and approved and allowed by the City Council in formulating its annual budget.

**5.5.** City and Company shall jointly set all fees by resolution. City shall have final determination.

## **6.0 TERM, RENEWAL AND TERMINATION**

**6.1.** The term of this Agreement shall be for a period commencing on July 1, 2016, through June 30, 2017, and may be renewed each year for a one (1) year term

beginning on July 1 of each year for four (4) consecutive years unless sooner terminated in accordance with the terms and conditions of Sections 6.2 or 19.0 hereinafter.

**6.2** Provided the Agreement has been renewed annually pursuant to Section 6.1 hereinabove and subject to the allocation of funds and annual appropriations through the City's budgeting process, this Agreement may be renewed on July 1, 2017 if NOI for the Fiscal Year ending June 30, 2017 is equal to or greater than Breakeven (\$0). If this Agreement is renewed as of July 1, 2017, it shall be renewable each year for a one (1) year term for four (4) consecutive years (through June 30, 2021) if NOI for each Fiscal Year thereafter is equal to or greater than Breakeven (\$0) and subject to the allocation of funds and annual appropriations through the City's budgeting process and unless sooner terminated in accordance with the terms and conditions of Section 19.0 hereinafter.

## **7.0 MANAGEMENT FEE**

**7.1.** Company shall be compensated for services satisfactorily performed as follows:

**7.1.1.** Company will be paid an Annual Management Fee, based upon 4.0% of Gross Revenues (this will be paid on a monthly basis) for each Fiscal Year during the term, plus an Incentive Fee calculated as follows:

**7.1.1.2.** 50% of NOI.

Preliminary Annual Management Fee payments shall be based on the unaudited reports with the year-end amount determined by the yearly final audit.

**7.2.** Upon the condition that this Agreement is renewed as set out in Section 6.1., the Management Fee set out in Section 7.1. above may be reviewed, reassessed and amended as agreed to by the parties.

**7.2.1.** Upon the condition that the Management Fee is amended upon the Agreement renewal, an Amendment to this Agreement shall be required setting out the terms and conditions that are amended.

**7.3** Company shall be reimbursed for all reasonable travel expenses incurred by

Greenway Employees traveling to the Course (including but not limited to air fare, rental car, lodging and meals) either expressly covered by the Operating Budget or approved in advance by City.

## **8.0 CONFLICT OF INTEREST**

**8.1.** Company represents that neither it nor any of its officers, partners or employees has a financial interest, in the subject matter of this Agreement, other than the right to receive payment for the Management Fee as set out in this Agreement for the services performed within scope of this Agreement.

**8.2.** No director or officer of Company shall have any business or proprietary interest in any concession or in any contract involving the Course, without prior written approval of the City, except that golf professionals may provide golf lessons. Profit to Company, if any, is included solely within the Management Fee. Operating Expenses, Costs of Goods Sold, Property Taxes and other expenses related to the Course, accrued during term of this Agreement shall be deemed to be for the account of City to be paid from Course Revenues as an Operating Expense. Company shall indemnify and hold City harmless from any claims, demands and/or litigation in connection with commitments in excess of Company's authorization.

## **9.0 TAXES AND ASSESSMENTS**

**9.1.** Company shall make sure that all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, local or any other tax-assessing or levying body upon the premises and any improvements thereon are paid when due. Payments for such taxes, assessment, fees or charges shall be made from Course Revenues as an Operating Expense, and shall be paid before any delinquencies are assessed.

**9.2.** Company shall pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used in connection with the operation of the Course from Revenues as an Operating Expense.

## **10.0 OPERATING RESPONSIBILITIES**

**10.1. Compliance with laws.** Company shall conform to and abide by all federal, state and local laws regarding the Course and its operation.

**10.2. Compliance with Rules and Regulations.** Company shall conform to and abide by all applicable rules and regulations of the City. Company shall establish a program similar to the City's Drug Free Workplace Policy. Failure to establish a program, notify employees or inform City of a drug related workplace conviction shall constitute a material breach of this Agreement upon which City may immediately terminate this Agreement, without further notice.

**10.3. Disorderly Persons.** Company shall not allow any loud, boisterous or disorderly person to loiter on or about the Course.

**10.4. Illegal Activities.** Company shall not knowingly permit any illegal activities to be conducted upon the Course.

**10.5. Signs.** Company shall remove any unauthorized signs posted on or upon the Course.

**10.6. Public Use.** Company shall use its best efforts to maximize the public use of the Course and the facilities thereon.

**10.7. Staff and Employment Practices**

**10.7.1. Public Relations.** Company shall establish and maintain appropriate, friendly, public relations with Course neighbors, guests, media representatives and other persons. Company shall summarize, in written form, all material or significant complaints received and the resolution of each in a monthly report to the City Manager.

**10.7.2. Company Facility Employees.** All employees of the Course shall be employees of Company. Company has no authority to hire any person as an employee of City and agrees not to purport to do so. Company shall use established procedures, techniques and programs to hire and evaluate qualified employees. Subject to the obligation of Company to observe applicable laws regarding such matters, and other terms of this Agreement including without limitation fixing



compensation and benefits in strict compliance with the Operating Budget, Company shall have the authority to hire, establish compensation and benefits for (within Operating budget limitations), promote, discharge, and supervise all employees in accordance with guidelines and employment policies (which shall include, without limitation, policies regarding safety in the workplace, equal employment opportunities and job discrimination) proposed by Company. All costs and expenses incurred in connection with or relating to Company's employment of Company Facility Employees, including but not limited to the actual cost of employee payroll, employee benefits, direct employee expenses, and for any claims asserted by Company Facility Employees arising out of their status as an employee (excluding any claims arising out of Company's negligence, breach of this Agreement, willful misconduct, or acts covered by liability insurance maintained by Company hereunder) shall be paid to Company from Course Revenues as an Operating Expense.

**10.7.3 Payroll Account.** Company shall establish a bank account for the payment of all employee payroll and for the payment of all employee benefits and direct costs for the employees hired by Company for the Course pursuant to this Agreement (the "Payroll Account"). Contemporaneous with the execution of this Agreement, City shall deposit to the Payroll Account from the Operating Account or otherwise, the estimated direct and indirects costs of the employee payroll for the first month in which this Agreement becomes effective, which amount is to be provided by Company to City and based upon Company's calculations to cover such costs. Company shall transfer from the Operating Account to the Payroll Account the amount paid by Company on a monthly basis in order for there to be ample funds in the Company's Payroll Account to pay all of its employee expenses monthly, in advance, throughout the term of this Agreement. Employees of the Company are solely the employees of the Company and shall not be, in any way whatsoever, considered employees of the City. Therefore, the City shall have no

liability whatsoever to Company's employees for the payment or non-payment of any direct or indirect costs of its payroll expenses. However, the transfer of funds from the Operating Account to Company's Payroll Account shall be subject to the City's ability to audit such Payroll Account in accordance with and only to such extent that may be allowed or required by state statutes.

**10.7.4. Management.** Company, or a representative authorized by Company, in writing, by City, shall be on-site at the Course full time. Such individual shall be represented at requested meetings of the City and shall be responsive to concerns expressed and suggestions offered by the City.

**10.7.5. Miscellaneous Job Descriptions.** Company shall be responsible for the performance of all duties and services as set forth in the following job descriptions, including but not limited to: superintendents, lead workers, maintenance workers, cart attendants, marshals, golf professionals, starters and food concessionaires.

**10.7.6. Discipline of Designated Employees.** The City Manager may at anytime give Company written notice that the conduct or action of any employee of Company is, in the reasonable belief of the City Manager, detrimental to the interest of the public who are patronizing the Course. In such case Company may consider the appropriate course of action with respect to such matter, which may include termination of such employee's work assignment at the Course. Company shall take reasonable measures under the circumstances to assure that the conduct and activities of Company's employee will not continue to be detrimental to the interest of the public who are patronizing the Course.

**10.7.7. Identification of Personnel.** Company shall establish an identification system for personnel assigned to the Course starter service, which clearly indicates to the Course patrons the name of the person(s) on duty and responsible for collecting the greens fees. The identification system may include appropriate attire, name badges and/or nameplates as specified by the City.

**10.7.8. Oklahoma Sex Offenders Registration Act and Mary Rippy Violent**

**Crime Registration Act.** Company shall comply with State Title 57 Section 589 of the Sex Offenders Registration Act. In part, it is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act to work with or provide services to children, or for any person or business to knowingly and willfully allow any employee to work with children who is registered pursuant to the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offenders Registration Act.

#### **10.8. Utilities**

**10.8.1.** All applicable utility accounts shall be created and remain in the name of the Course; however, Company shall be responsible for paying any necessary utilities at the Course as Operating Expenses. Water will be charged to the course at the current residential rate.

**10.8.2.** Any telephone numbers that identify the Course to the public shall not be changed or be transferable to any other location.

**10.8.3.** Company waives any and all claims against City for compensation for loss or damage caused by a defect, deficiency or impairment of any utilities system, water system, heating or gas system, electrical apparatus, or wires serving the Course.

**10.9. Sanitation.** Company shall not permit any offensive matter, refuse or substance constituting unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health to remain on the premises, and shall prevent accumulations thereof.

**10.10. Safety.** Company shall immediately correct any unsafe condition of the Course, as well as any unsafe practices occurring thereon. Company shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring while on the premises. Company shall cooperate fully with City in the investigation of any death or injury occurring on the premises, and shall submit a prompt report thereof to the City Manager.

**10.11. Prices:** Company shall at all times display the prices charged for all goods offered for sale on or from the Course. The prices recommended by Company shall be fair and reasonable, based on the considerations that said operation is intended to serve the needs of the public for goods and services supplied at a fair and reasonable cost; comparable with prices charged for similar goods and/or services supplied in the Tulsa County area; and a reasonable profit margin in view of compliance with the obligations assumed in this Agreement.

**10.12. Quality of Goods and Services.** Services to the public with goods and merchandise of the best quality and at reasonable charges, is considered a prime concern to City and is considered a part of the consideration for this Agreement. Therefore, Company agrees to operate and manage the Course in a first-class manner, and comparable to other first-class golf courses providing similar facilities and services. Following receipt of written notification therefore, Company shall immediately withdraw or remove from sale any goods or services which may be found objectionable by the City Manager based upon a determination that the provision of such goods or services is harmful to the public welfare.

**10.13. Use of Facilities: Restriction.** Company shall obtain the City's written approval of (1) any events or activities not otherwise specifically provided for and authorized herein, or (2) any events or activities requiring the exclusive use of the Course or any portion thereof for a period of three days or more including, but not limited to, exclusive-use golf tournaments and use of the facilities by special groups.

**10.14. Reporting.** Company shall meet with the City Manager or his representative once quarterly and at such other earlier times as may be required by City to review Company's performance under this Agreement and to discuss any problems or other matters as determined by City.

**10.14.1 Golf Course Evaluation Report.** City and Company agree that the overall condition and playability of the Course, the quality of service provided by Company, and the condition of the buildings of the Course is of primary

importance to both parties. Company will develop a Course Evaluation Report to document Company's performance to those standards.

**10.14.1.1.** The Course Evaluation Report will be completed by the City Manager, after an inspection of the Course is made. The City Manager shall make every reasonable effort to conduct such inspections on a regular basis, and Company or its authorized representative shall be invited to participate in the inspection tour of the premises.

**10.14.1.2.** On or before the end of each contract year of this Agreement, the City Manager will present a Course Evaluation Report to Company based on the inspections conducted of the Course for the preceding contract year. Company may provide comments to the City Manager on the Course Evaluation Reports prior to City consideration of such report. The Course Evaluation Report may be accepted or modified by City based on the information received. City may consider the Course Evaluation Report in determining whether to extend the term of this Agreement.

**10.14.1.3.** The City Manager reserves the right to modify, update, and/or amend the general content and format of the Course Evaluation Report forms in order to provide for a suitable instrument for the documentation of Company's performance.

**10.15. Trade Fixtures.** Upon taking over the Course operations, Company shall take possession of the existing appliances, furniture, fixtures, equipment, door locks and padlocks in place at the Course and shall use them to the maximum extent feasible. Company shall maintain, repair and replace such items as necessary for proper operation. All such existing appliances, furniture, fixtures, equipment, door locks and padlocks, and all additions and alterations to, and replacements of, those items shall remain the property of City, and Company shall surrender possession thereof to City upon termination of this Agreement. Company shall provide and install any and all additional appliances, furniture, equipment, fixtures, door locks and

padlocks that are required for the operation of the Course. Title to all such items shall, upon installation, immediately vest and be vested in City at all items during and after the term hereof.

**10.16. Habitation.** The Course shall not be used for human habitation.

**10.17 Junior and High School and Recreation Golf.** Company shall conduct and administer intermediate and high school golf programs in cooperation with the Broken Arrow and Union School Districts and shall conduct group golf lessons.

**10.18. Complimentary Golf Passes.** Company shall have the right to extend complimentary golf passes to Professional Golf Association of America (PGA) members, Golf Course Superintendents Association of America (GCSAA) members. All other complimentary golf passes issued in the interest of promoting the facility shall be at the discretion of Company. A list of complimentary rounds shall be maintained, and forwarded to City monthly.

## **11.0 ADVERTISING AND PROMOTIONAL MATERIALS**

**11.1. Advertising Plan.** Company shall prepare an advertising plan. Such materials include, but are not limited to, advertising in newspapers, magazines, trade journals and radio and/or television commercials.

**11.2.** No private industry advertisement shall be included in promotional materials along with City logos, unless prior written approval has been given by the City Manager.

## **12.0 DESTRUCTION OF PREMISES**

### **12.1. Restoration/Reconstruction or Termination**

**12.1.1.** In the event the Course is totally or partially destroyed, City shall either restore and/or reconstruct the Course or terminate the Agreement. The City shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of the insurance.

**12.1.2.** Company agrees that City may have on-site, at any time during any reconstruction period, an inspector or other representative who shall have the right

of access to the Course and the work occurring thereon.

**12.2.** Company shall cooperate in any restoration and/or reconstruction of the Course by vacating and removing therefrom all items of inventory, trade fixtures, equipment and/or furnishings for such periods as are required for the restoration and/or reconstruction thereof.

### **13.0 INDEPENDENT CONTRACTORS**

**13.1.** This Agreement is by and between City and Company and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between City and Company nor between City and any officer, employee or representative of Company.

**13.2.** Company understands and agrees that all persons employed by Company are, for purposes of Worker's Compensation liability, employees solely of Company and not of City nor of any City agency.

### **14.0 INDEMNIFICATION**

**14.1.** For the specific purposes of indemnification and risk allocation, the parties agree that the City property (including, but not limited to, the course, parking areas, grounds, structures, structure contents, improvements, equipment, or products) is made available "as is" to the Company for Company to operate and maintain as set forth in this Agreement. As partial consideration for entering into this Agreement, Company agrees to indemnify, defend (at City's option), and hold harmless City and, 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 (whether incurred in third party actions or actions between the parties, if City is the prevailing party), and actual damages of any kind or nature, arising out of or in connection with (a) any aspect of the acts, omissions, negligence or willful misconduct of Company, its employees, agents, officers, contractors or subcontractors, (b) any aspects of the acts, omissions, negligence or willful misconduct

of any Greenway Employee, (c) the failure of a Greenway Employee to properly supervise Company Facility Employees or administer employment practices in accordance with the Course employment manual, or employment claims based on the acts of a Greenway Employee, or (d) Company's performance or failure to perform under the terms and conditions of this Agreement.

**14.2.** 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 City, or the negligence of independent third parties not under Company's control, provided, however, that such exclusion shall not apply to any physical condition of the Course. Employment claims made by Company Facility Employees not subject to the indemnification obligations of the Company provided for in Section 14.1 above, shall be an Operational Expense covered by the employment practices coverage required under Section 15.1.2. hereinafter with any deductible or other payments from Course Revenues.

**14.3.** The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

**14.4.** Company shall provide a fidelity bond for itself and all its employees and representatives who may be expected to handle cash and/or checks, to protect City and Company in the event of loss or theft of such property. The amount of such bond shall be not less than Ten Thousand Dollars (\$10,000.00) and shall be an Operating Expense.

**14.5.** Company shall provide the City Manager with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received about the Golf Course or its operation, and actual or anticipated disputes with or claims by any individual.

## **15.0 INSURANCE**

**15.1. Company's Required Insurance Coverage.** Without limiting City's right to indemnification, it is agreed that Company shall obtain and maintain the following



insurance shall not contain a co-insurance provision and shall be written on a replacement cost basis.

**15.5. Business Interruption Insurance:** Company shall obtain Business Interruption and Extra Expense Insurance to protect City and Company, covering the loss of revenues and/or extra expenses incurred by reason of the total or partial suspension of delay of, or interruption in, the normal operation of the Course caused by loss or damage to or destruction of any part of the insurable real property, structures, equipment, or contents as a result of the perils insured against above, covering a period of suspension, delay or interruption of at least twelve (12) calendar months, in an amount no less than the amount required to cover such business interruption loss during any such period. Premiums are to be paid as an Operating Expense.

**15.6. Additional Insured.** Company shall include the following (and their respective officials, representatives, agents and employees) as Additional Insured or, as appropriate, loss payee, on all required insurance policies other than Worker's Compensation Insurance Coverage and Employer's Liability Coverage: the City, and any other parties for whom City is legally or contractually required to have named additional insured as to the Course. Company shall require all subcontractors to list City, and any other parties for whom City is legally or contractually required to have named additional insured as to the Course as Additional Insured, and shall submit a certificate of insurance to City and the City's Risk Manager prior to allowing any subcontractor to commence work.

**15.6.1.** Company shall demonstrate compliance with the Oklahoma Worker's Compensation Law by supplying a Worker's Compensation Certificate and an Employer's Liability Policy in an amount of not less than One Million Dollars (\$1,000,000.00) as prescribed for proof of compliance with the Oklahoma Worker's Compensation Laws.

## **15.7. Waiver of Subrogation**

**15.7.1.** With respect to any possible subrogation rights of any Insurance Coverage

maintained by and for Company, Company hereby waives, on its own behalf, on behalf of its employees and its insurers, those subrogation rights for each and every claim for recovery from City and its property coverage or any other Insurance Coverage for any and all loss or damage resulting from the performance or lack of performance of City, to the extent that the damages are covered by valid and collectible Insurance policies. Company agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

#### **15.8. Copies of Policies**

**15.8.1.** Company shall promptly provide copies of all required insurance policies, amendments, or updates to City through the City's Risk Manager.

**15.9. Insurance Confirmation.** Prior to commencing any activities under this Agreement, Company shall deliver to City, insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, Company shall provide to City endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by City, it shall be Company's responsibility to see that City receives documentation reasonably acceptable to City, which evidences that the individual signing said endorsements, is indeed authorized to do so by the insurance company. Insurance required hereunder shall be placed with insurers reasonably acceptable to City.

### **16.0 TRANSFERS**

#### **16.1. Restrictions on Transfer; Exceptions**

**16.1.1.** Company shall not, without the prior written consent of City, assign, pledge or allow a lien against any right under this Agreement. Any attempted assignment,

pledge or lien without the consent of City shall be a material breach of this Agreement and is not binding on City.

**16.1.2.** Neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Company or in voluntary or involuntary proceedings in bankruptcy or, insolvency, or receivership taken by or against Company, or by any process of law including proceedings under Chapters VII and/or XI of the Bankruptcy Act.

**16.1.3.** If any shareholders and/or partners of Company attempt to transfer, sell, exchange, assign or divest themselves of corporate control in such a way as to give majority control of Company to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, without the prior written approval of City, City may terminate this Agreement without notice. Consent to any such transfer shall be refused if the City Council finds that the transferee is lacking in experience and/or financial ability to render and provide services for the operation of the Course, or if in the sole judgment of City the quality of service may be reduced or be subject to uncertainty.

## **16.2. Conditions on Transfer**

**16.2.1.** In the event Company shall request the prior written consent of the City to give, assign, transfer or grant control of Company's interest in this Agreement, a transfer fee equal to one percent (1%) of the gross sales price shall be paid to City. Said sum shall be payable to City in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first.

**16.2.2.** Prior to City's consent to such assignment, the assignor shall deliver, (1) to the proposed assignee, a written schedule of all sums due and owing to City from the assignor, such schedule being in form and content subject to the approval of City in all respects, and (2) to the City Manager, as part of the acceptance of the assignment, a written acknowledgment by the proposed assignee that the assignee affirms the sums due and owing to City, and (3) to the City Manager, a written

statement executed by the proposed assignee acknowledging that each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Company shall be binding upon the assignee.

**16.3. Effect of Transfer with Consent of the City.** Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Company shall be binding upon both transferor and any transferee of any interest in this Agreement.

## **17.0 NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE**

**17.1.** Company hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no person shall, on the grounds of race, creed, color, national origin, political affiliation, sex, age or disability, be subjected to discrimination under the privileges and use granted by this Agreement or under a project, program or activity supported by this Agreement. Company agrees to fully comply with all laws regarding employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Company shall obtain from all employees documentation and verification of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Company shall retain such documentation for all covered employees for the period prescribed by law. Company shall indemnify, defend, and hold harmless City and its officers and employees from employer sanctions and any other liability, which may be assessed against Company or City or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this

Agreement.

**17.2.** Company certifies that all persons employed by Company, or used as subcontractor or vendors, are and shall be treated equally, without regard to or because of race, creed, color, national origin, political affiliation, sex, age or disability.

**17.3.** All employment records shall be open for inspection and re-inspection, upon written notification, at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination of Company in the areas heretofore described.

**17.4.** A court or agency determination that Company has violated State or Federal non-discrimination laws or regulations shall constitute a finding by City that Company has violated the non-discrimination provisions of this Agreement.

## **18.0 EASEMENTS**

**18.1.** City reserves the right to establish, grant or utilize easements or rights-of-way over, under, along, or across the Course premises for utilities and/or public access to the premises.

## **19.0 DEFAULT**

**19.1.** Upon the occurrence of any one or more of the events of default or breach herein described, this Agreement shall be subject to termination. As a condition precedent thereto, the City Manager shall give Company ten days notice by personal delivery or by registered or certified mail of the date set for cancellation, the grounds therefore, and that an opportunity to be heard will be afforded before said date upon receipt by the City Manager of a timely written request from Company.

**19.2.** Upon termination City shall take control of the premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

**19.3.** The occurrence of any of the following shall constitute an event of default under this Agreement:

**19.3.1.** The abandonment, vacation or discontinuance of Course operations at the Course for more than twenty-four (24) consecutive hours by Company. Casualty damages and acts of God, which cause the Course to close, are excepted, if and only if Course operations are resumed in a reasonable time, determined by the safety of the customers, Company employees, and the protection of the Course assets.

**19.3.2.** The failure of Company to punctually pay Operating Expenses or make payments for Course operations and maintenance when due.

**19.3.3.** Any failure of Company to operate as required by this Agreement, including but not limited to the failure of Dee Roadman, or a replacement acceptable to City, to provide his personal services on-site full-time.

**19.3.4.** The failure to maintain the Course and improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition; provided that time limits may be extended in the manner and to the extent allowed by the City Manager, where fulfillment of such obligation requires activity over a period of time and Company shall have commenced to perform whatever may be required to cure the particular default immediately following receipt of such notice, and continues such performance diligently.

**19.3.5.** The failure of Company to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by the City Manager, where fulfillment of such obligation requires activity over a period of time and Company has commenced to perform whatever may be required to cure the default and continues such performance diligently.

**19.3.6.** The filing of a voluntary petition in bankruptcy by Company; the adjudication of Company as a bankrupt; the appointment of any receiver of Company's assets; making a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of Company under

any Federal Reorganization Act, including petitions or answers under Chapter VII or Chapter XI of the Bankruptcy Act which operates to deprive Company permanently of the rights, powers and privileges necessary for the proper conduct and operations of the Course; the levy of any attachment or execution which substantially interferes with Company's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of one hundred twenty (120) days.

**19.3.7.** Determination by the Federal Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission that Company has practiced discrimination in violation of state and/or federal laws thereon.

**19.3.8.** The voluntary or involuntary transfer of a majority interest in the Company to persons other than those who are in control at the time of the execution of this Agreement without prior approval thereof by the City.

**19.3.9.** Company's material misrepresentation in any document which was required to be submitted in response to the Request for Proposals used in the solicitation process for this Agreement.

**19.3.10.** Company shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts in the ordinary course of business or cannot pay its debts as they come due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.

## **20.0 MISCELLANEOUS**

**20.1.** The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**20.2.** Any waiver by City 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 on the part of City 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 City from enforcing the full provisions thereof.

**20.3.** No delay, failure, or omission of City to re-enter the Course or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

**20.4.** No option, right, power, remedy or privilege of City shall be construed as being exhausted by the exercise thereof on one or more instances. The rights, powers, options, privileges and remedies given City by this Agreement shall be cumulative.

**20.5.** This Agreement shall be construed under the laws of the State of Oklahoma.

## **21.0 RIGHT OF ENTRY BY CITY AND VACATION BY COMPANY**

**21.1.** In the event of abandonment, vacation, or discontinuance of operations for a period in excess of twenty-four (24) hours except for casualty and acts of God which cause closure, City shall have the right to immediately terminate this Agreement without written notification and shall have the right to enter the Course and continue the operation of the Course, and in connection therewith, City shall authorize the officers and employees of the City to (1) take possession of the Course, including all improvements, equipment and inventory thereon; and (2) apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Company's breach of this Agreement. Entry by the officers and employees of the City upon the Course for the purpose of exercising the authority conferred upon City shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

**21.2.** Upon expiration of the term of this Agreement or upon termination as herein provided, Company shall peaceably vacate the Course and any and all improvements



located thereon shall be delivered to City in reasonably good condition, ordinary wear and tear and damages by casualty excepted, subject to the right of City to demand the removal thereof.

**21.3.** Upon expiration of the term of this Agreement, or upon the prior termination or as herein provided, and in any period prior to such expiration or termination Company agrees and covenants to cooperate fully with City or the designated successor manager in the smooth and businesslike transfer of the operations of Course including, but not limited to, assignment of accounts, contracts, policies, licenses, permits and improvements in connection with the Course to City or City's designees. Company agrees and covenants to execute all documents required or convenient to accomplish any such transfer in a timely, effective and efficient manner.

**21.4.** On the expiration or termination of this Agreement for any reason, Company shall promptly surrender possession to City of all the Course property and interests therein, which may include, but not be limited to, cash, accounts, books, records, contracts, policies, licenses, permits and improvements in the Course. Company shall not leave Company's own property, other than software and data necessary for the operation of the Course. Company shall execute and deliver all documents necessary to legally effectuate each of the transactions. Unless otherwise agreed in writing by the parties hereto, Company shall remit to City all cash and other assets of the Course.

**21.5.** In the event of any expiration, termination, or cancellation of this Agreement, any expenses of Company in connection with its relinquishment of professional management services of the Course, inclusive of all costs of removal, termination or relocation of executive personnel and possessions, shall not be an Operating Expense and no claim for payment therefore shall be made against City, and Company hereby releases City, and shall hold City harmless therefrom.

## **22.0 FORCE MAJEURE/TIME EXTENSIONS**

**22.1.** Except as otherwise specifically provided for, and in the event either party shall be delayed or prevented from performance of any act required hereunder by reason of

Acts of God, litigation to which Company is not a plaintiff, or other cause without fault and beyond the control of the party obligated, performance of such act shall be excused for the period of time of the delay as determined by the City Manager. An extension of time for any such cause shall be only for a period of time equivalent to the enforced delay. Company's inability to obtain financing shall not be grounds for an extension of time. The City Manager shall prepare and execute, and Company shall execute, the appropriate document acknowledging any extension of time granted pursuant to this section.

### **23.0 COMPANY'S NON-COMPLIANCE AND DAMAGES**

**23.1.** If the City Manager reasonably determines that there are deficiencies in Company's performance of the Course operation and maintenance authorized and required herein, the City Manager will provide, as specified herein, a written notice to the Company to correct said deficiencies within specified time frames, except for the repair of leaking valves or water main lines which must be corrected within twenty-four (24) hours following notification.

**23.2.** In the event that Company fails to correct the deficiencies within the prescribed time frames the City Manager may exercise a right of entry, and/or pursue the recovery of damages from Company.

### **24.0 NOTICES**

**24.1.** Any notice or demand required or permitted to be given by the terms of this Agreement, or by law or statute, shall be in writing and may be given by either party by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, postage prepaid, addressed to the other at that party's address. Service of said notice or demand shall be complete upon receipt of said notice or demand.

**24.2.** Notices and communication shall be sent to the following addresses: (a) City, c/o City Manager, P. O. Box 610, Broken Arrow, OK 74013; (b) Company, c/o Ken Campbell, 9311 N FM620, #123, Austin, TX 78726.

**24.3.** Either party may, by notice to the other party, change the address specified

above. Service of notice of change of address shall be complete when received at the designated address.

## **25.0 CONTRACT ENFORCEMENT AND AMENDMENT**

**25.1.** The City Manager shall be Manager of this Agreement and shall be responsible for the enforcement of this Agreement on behalf of City and shall be assisted therein by those officers and employees of the City and its agencies having duties in connection with the administration thereof.

**25.2.** Any officers and/or authorized employees of the City may enter the Course at any and all reasonable times for the purpose of determining whether or not Company is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of City under this Agreement. Should any officers and/or authorized employees of the City discover that Company is in noncompliance with the terms and conditions of hereof, that officer and/or authorized employee shall make a written report to the City Manager regarding their findings.

**25.3.** Time is of the essence in this Agreement.

**25.4.** This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Company and, in the case of City, until formally approved by City and executed by the Mayor or such other official as the City may designate.

## **26.0 ATTORNEYS FEES**

**26.1.** In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees at the prevailing market rates and court costs incurred in the action brought thereon.

## **27.0 ENTIRE AGREEMENT**

**27.1.** This Agreement and the exhibits attached hereto, constitute the entire agreement and understanding between the parties hereto, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject

matter of this Agreement.

## 28.0 PARTIAL INVALIDITY

28.1. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

## 29.0 AUTHORITY

29.1. Company represents that the signatories hold the positions set forth below and are authorized to execute this Agreement on behalf of Company and to bind Company hereto.

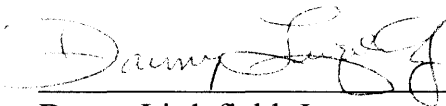
## 30.0 EFFECTIVE DATE

30.1. The effective date of this Agreement shall be July 1, 2016.

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

Approved as to Form:

CITY OF BROKEN ARROW



Danny Littlefield, Jr.  
Assistant City Attorney

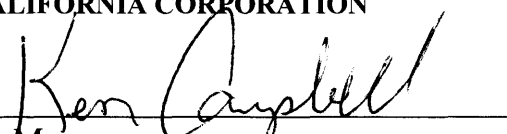
By:   
Michael Spurgeon, City Manager

Date of Execution: June 30, 2016

GREENWAY GOLF ASSOCIATES, INC.  
A CALIFORNIA CORPORATION

ATTEST:

  
(Seal) CITY CLERK

By:   
Title: Manager  
Printed Name: Ken Campbell




**Verification**

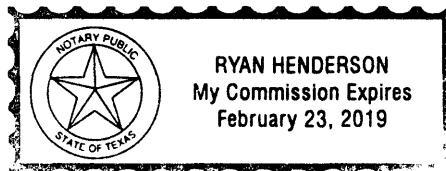
State of Texas            )  
                                  ) ss.  
County of Travis        )

Before me, a Notary Public, on this 26 day of May, 2016, personally appeared Ken Campbell as Manager of **Greenway Golf Associates, Inc**, an California Corporation, 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.

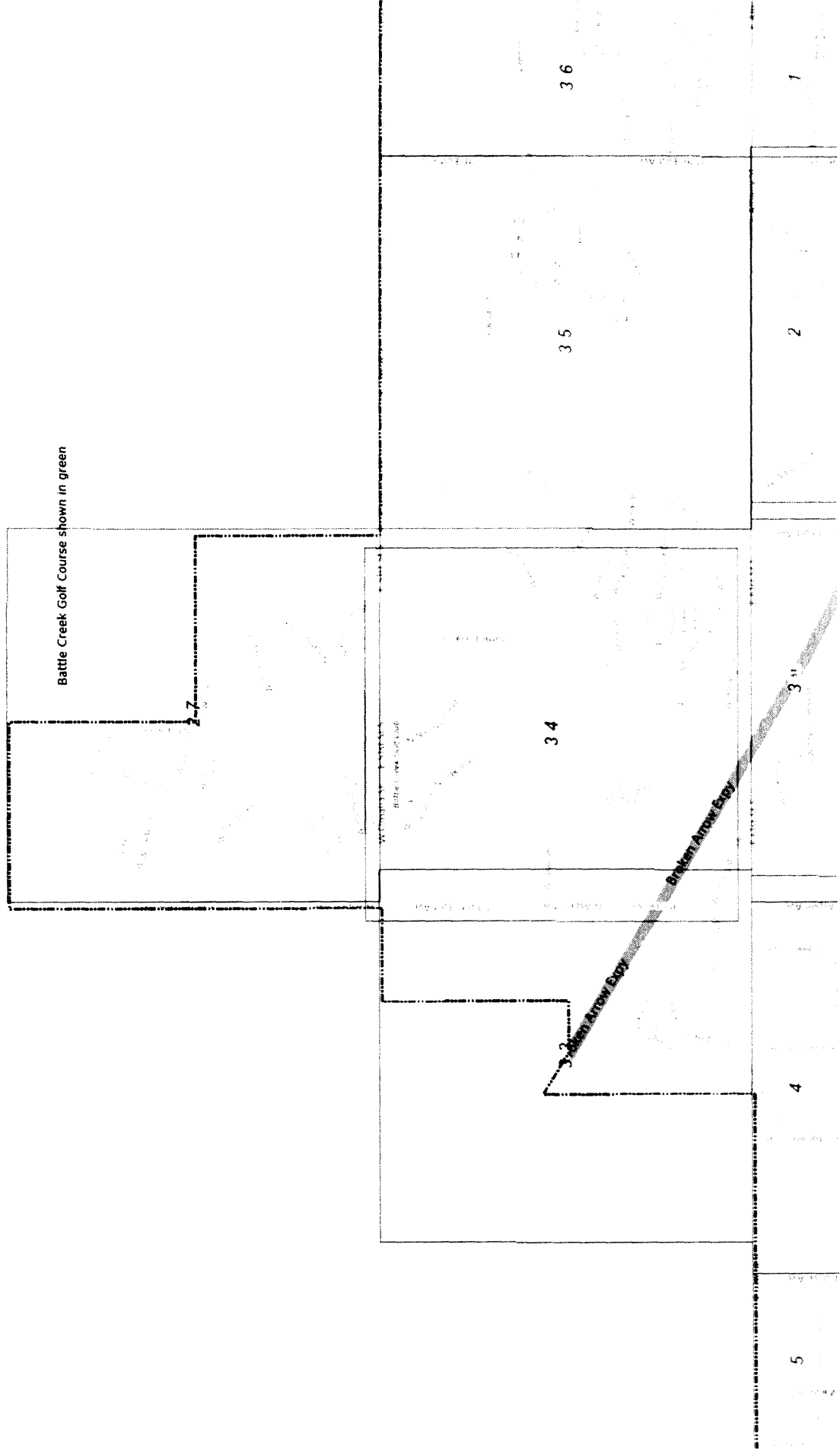
My Commission Expires:

February 23, 2019

  
\_\_\_\_\_  
Notary Public



# EXHIBIT A - SITE PLAN





# City of Broken Arrow

## Request for Action

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**File #:** 18-1081, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to execute the Office of Attorney General 2018 Safe Oklahoma Grant Program Contract for Fiscal year 2018-2019

**Background:**

The City was granted Forty-Five Thousand Four Hundred Sixty-Two Dollars and no cents (\$45,462.00) by the Office of Attorney General for the 2018 Safe Oklahoma Grant Program. \$37,050.00 shall be utilized for overtime policing in high crime areas, \$6,048.00 for the purchase of technology to support the prevention and intervention of violent crimes, and \$2,364.00 for the development and expansion of analytical capabilities focused on training. The terms of use for the funds are more fully described in this contract.

Staff recommends that the City Council approve and authorize execution of this contract.

**Cost:** \$45,462.00

**Funding Source:** None

**Requested By:** Brandon C. Berryhill, Chief of Police

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

**Attachments:** Safe OK Grant Program Packet

**Recommendation:**

Approve the Office of Attorney General 2018 Safe Oklahoma Grant Program Contract and authorize its execution.



**THE OFFICE OF ATTORNEY GENERAL**  
**2018 SAFE OKLAHOMA GRANT PROGRAM CONTRACT**

This agreement is made between the Office of Attorney General (OAG) and the Broken Arrow Police Department (Recipient). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. AMOUNT AND PURPOSE OF FUNDS

- a. OAG is providing \$45,462.00 to Recipient for overtime funds to target violent crime, for the purchase of technology to support violent crime intervention and enforcement, and to enhance your analytical capabilities. The terms of use for the funds are more fully described in Appendix A.

2. AVAILABILITY OF FUNDS

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. We may terminate our obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. TERM OF CONTRACT

- a. The term of this contract shall commence upon execution of all parties. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting and expiration of the contract. The term of this contract shall expire twelve (12) months from the date of a receipt of funds unless otherwise agreed in Appendix A or an extension is granted by OAG in writing.



- b. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

#### 4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

#### 5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A.

#### 6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Safe Oklahoma Grant Program.

#### 7. FUNDING TO RECIPIENT

- a. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.

- b. Funds made available to Recipient under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

#### 8. EMPLOYEE BENEFITS

- a. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- b. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

#### 9. CERTIFICATIONS BY RECIPIENT

- a. Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

#### 10. NO-CONFLICT COVENANT

- a. Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

#### 11. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this contract.

#### 12. PROCUREMENT

- a. Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

#### 13. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project.

The reporting period shall commence on the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. The reports shall include, but not be limited to, the following information:

- i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
  - ii. An explanation of what was funded under item i. above;
  - iii. The remaining balance of the funds provided under this contract;
  - iv. An explanation of measurement and evaluation tools used to track progress and results;
  - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
  - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.
- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient=s premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

#### 14. E-VERIFY

- a. The Recipient certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. 2011 §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. 2011 §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### 15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

#### 16. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. This contract shall be construed and interpreted pursuant to Oklahoma law.
- b. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

#### 17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
  - i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
  - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
  - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. SEVERABILITY

- a. If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

19. POINT OF CONTACT

- a. Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Marie Schuble  
Title: Assistant Attorney General  
Phone Number: (405) 522-2887  
Email: marie.schuble@oag.ok.gov

Secondary Contact Name: Lori Carter  
Title: Director of Legislative Affairs  
Phone Number: (405) 522-4744  
Email: lori.carter@oag.ok.gov

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**

Agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

X   
\_\_\_\_\_  
Brandon Berryhill  
Chief of Police, Broken Arrow Police Department

X \_\_\_\_\_  
Craig Thurmond  
Mayor, City of Broken Arrow

X \_\_\_\_\_  
Dawn Cash  
First Assistant Attorney General, Oklahoma Office of Attorney General

## **APPENDIX A – Purposes of Funding**

### ***Broken Arrow Police Department***

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds, and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

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Funds awarded:	\$45,462.00	
Purpose:	Overtime for prevention of violent crime	\$37,050.00
	Callyo Program	\$6,048.00
	Training for Crime Analyst	\$2,364.00

(Please attach an itemized budget as described above)

## **SAFE OKLAHOMA GRANT PROGRAM**

If the City of Broken Arrow receives a total allocation of \$45,462.00 for an anti-violent crime police overtime and code enforcement program. This year's grant funding will pay for the purchase of software, training for our Crime Analyst, as well as overtime for police officers, a designated code enforcement employee, and a designated fire marshal. The funds will allow our city to enhance its efforts to combat violent crime by using proactive patrols, hot spot policing, and code enforcement practices in our known high crime areas. This proposal will fund the program through June 2019.

### **Operation Safe Streets**

Within 90 days of grant acceptance, officers will begin working in the established target areas. Last year, we utilized Safe Oklahoma Grant Funds to run "Operation Safe Streets" in an attempt to decrease the crime in the areas where we have violent crime activities occur repeatedly. Our intent is to continue these enforcement activities in these areas as well as add areas that we have seen a high volume of violent criminal activity. The hot spot locations we intend to run our saturation patrols are the hotel corridor area of 51<sup>st</sup> to 71<sup>st</sup> between Aspen & County Line, while adding the Rose District, the Hillside corridor, the 71<sup>st</sup> & Garnett area, and the 121<sup>st</sup> & Elm Pl. area. All of these locations include hotels, large shopping areas, multiple apartment complexes, and have easy access to State Highway 51 and State Highway 364, which both connect our city to Tulsa. The shift hours will be staggered based on community interaction levels and participation rates by officers. Police officers, a designated fire marshal and code enforcement officer will continue to work in hot spot areas. Each overtime shift will include several patrol officers some in marked units, some in unmarked units, and a supervisor working in the hot spot areas. It is our goal to reduce violent crime by making our presence known through saturation patrol operations. We will keep activity sheets to monitor the activities of each officer as well as provide overtime sheets as documentation as time worked. It is our goal to have at minimum, two contacts per hour with operations running about five hours each.

Within 45 days of the grant acceptance, a meeting will be held with the establishment owners. The meeting will be held in order to advise the business owners and proprietors on the current problem areas and our plan to counter act the issues we are having. Community interaction is an important part of this strategic plan.

A description for the cost for the overtime program, code enforcement program, and fire marshal program is listed below. The cost of the officers, code enforcement official, and fire marshal will be recorded and tracked by the city's human resources management system. Payroll tracking will include the use of an overtime code which will be established for the exclusive use of the program.

## Salary & Wages (based on average rate as of January 2018)

### **Operation Safe Streets Overtime Program**

We are requesting approximately 650 total overtime hours at an average pay of \$57.00 an hour for this operation. We will not exceed the total of \$37,050.00 during this overtime program.

### **Budget Narrative**

#### Proposed Budget

Overtime	<u>\$37,050.00</u>
Training	<u>\$2,364.00</u>
Software	<u>\$6,048.00</u>
Total	<u>\$45,462.00</u>

We intend to use OK Safe funds in the following program areas:

- (1) Personnel/ Overtime – Due to budget constraints, we have very limited use of overtime to address problem areas. We propose to use funding for overtime to implement Operation Safe Streets.  
Overtime \$ 37,050.00
- (2) Software – We propose to use software funds to meet the needs of this operation as well as provide our Officers with software that will assist in operations, this will allow officers to track and locate suspects and assist with recording incidents.  
Callyo \$6,048.00
- (3) Training- Registration, hotel, per diem, and travel to send our Crime Analyst to the 2017 IACA Conference.  
Training \$2,364.00





## Supplier Contract Certification

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Solicitation or Purchase Order #: \_\_\_\_\_

Supplier name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

\_\_\_\_\_  
Supplier Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supplier Authorized Representative Printed Name

\_\_\_\_\_  
Title



**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OFFICE OF THE ATTORNEY GENERAL

Agency Number: 049

Solicitation or Purchase Order #: N/A

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number



# City of Broken Arrow

## Request for Action

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**File #:** 18-1083, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to accept a grant from the Oklahoma District Attorney's Council for the City of Broken Arrow (Victims of Crime Act Grant) to provide a Victim Response Program for the City of Broken Arrow in Fiscal year 2018-2019

**Background:**

The Police Department is eligible for a grant from the Oklahoma District Attorney's Council with a project amount of \$47,659.00. The sum of \$38,127.00 will be reimbursed through the grant and the City will contribute \$9,532.00, from the Police Operational Budget towards the cash match requirement. Funding will be utilized in the following purpose areas (1) Contractual full time Victim Advocate (2) Equipment (3) Supplies and Operating and (4) Conference & Training.

The proposed contractual funds will specifically hire a full time Victim Advocate. Equipment funds will be utilized to purchase the Victim Advocate a cell phone. Supplies and Operating will purchase a cell phone service plan and Conference and Training funds will be used for police staff and advocate training.

Staff recommends that the City Council approve and authorize acceptance of the grant award.

**Cost:** \$47,659.00 (38,172.00 grant funded)

**Funding Source:** \$9,532.00 from Police Operations

**Requested By:** Brandon C. Berryhill, Chief of Police

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

**Attachments:** Victims of Crime Act (VOCA) Grant Narratives

**Recommendation:**

Approve the Victim of Crime Act (VOCA) grant award.

### **Award Packet Instructions**

Requested Amount           \$59,452  
Awarded Amount            \$38,127.00

**1. VOCA Award Budget Summary**

- Open this page and carefully review the information.
- Once reviewed, click SAVE and proceed to the Award Notice.

**2. Award Notice**

Review the information. Print, sign and upload the Amended 2018 Certified Assurances, click SAVE, and go to Certification of Equal Opportunity Plan.

**3. Certification of Equal Opportunity Plan.**

Select the appropriate answers, click SAVE, and go to the EEOP Certification Form.

**4. Certification of Privacy**

Select the appropriate answers, click SAVE, and go to Certification of Confidentiality.

**5. Certification of Confidentiality**

Select the appropriate answer, click SAVE, and go to Certification of Compliance with Open Meeting Act.

**6. Certification of Compliance with the Open Meeting Act**

Select the appropriate answer, click SAVE, and go to Statement of Audit Arrangements.

**7. Statement of Audit Arrangements**

Select the appropriate answer, click SAVE, and go to Certification of Project Income.

**8. Certification of Project Income**

Select the Appropriate Answers,click Save, and go to Disclosure of Lobbying Activities.

**9. Disclosure of Lobbying Activites**

Select the appropriate answer, click SAVE. If "no" is selected, go to Accounting System Review.  
If "yes" is selected, complete the form, click SAVE, and go to Accounting System Review.

**10. Accounting System Review**

Select the appropriate answers, click SAVE and follow the instructions below for submission.

**11. The Authorized Official is the only person authorized to submit the Award Packet**

- This is done in the Change the Status link on the DAC Application Menu page.

**12. Once the Award Packet has been submitted, print each of the award documents for your files.**

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**VOCA Award Budget Summary**

Awarded Amount: **\$38,127**  
 Required Match: **\$9,532.00**

- Your Awarded Amount and Required Match are listed at the top of the screen and in the chart below.
- The Amount Requested/Match Requested columns are the amounts requested in your grant application.
- If the Approved Budget differs from the requested amounts and you need to make adjustments to the budget, you can request a GAN after the award is accepted.
- Once you have reviewed the Approved Budget amounts, you may **SAVE** the form and go to the Award Notice.

	Amount Requested	Match Requested	Approved Budget	Approved Match
Personnel	\$0	\$0	\$0	\$0
Benefits	\$0	\$0	\$0	\$0
Contractors & Consultants	\$35,952	\$14,863	\$35,952	\$9,532
Travel	\$18,620	\$0	\$1,290	\$0
Equipment	\$838	\$0	\$165	\$0
Facilities, Equipment	\$0	\$0	\$0	\$0
Rental and Leases				
Supplies & Operating	\$4,042	\$0	\$720	\$0
Other	\$0	\$0	\$0	\$0
Indirect Costs	\$0		\$0	
Volunteer Time		\$0		\$0
<b>TOTALS</b>	<b>\$59,452</b>	<b>\$14,863</b>	<b>\$38,127</b>	<b>\$9,532</b>

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Award Notice**

**AWARD NOTICE**


District Attorneys Council

421 N.W. 13th, Suite 290

Oklahoma City OK 73103

(405) 264-5006 FAX (405) 264-5097

Organization:	City of Broken Arrow- Police Department	SUBGRANT NO:	2018-VOCA-BROKEN ARROW CI-143
PHONE:	(918) 451-8200 X8692	Project Name:	Broken Arrow Victim Advocate Services
FAX:	(918) 451-8242	START DATE:	10/1/2018
Federal ID Number:	73-6005109	END DATE:	9/30/2019
		DAC CONTACT:	(405) 264-5006 or VOCAhelp@dac.state.ok.us
DUNS Number:	078655495		
CFDA:	16.575		
Federal Award Number:	2016-VA-GX-0026 and/or 2017-VA-GX-0003	Program Director:	Aleisha Wickersham
Grant Amount:	\$38,127.00		
Match Amount:	\$9,532.00		
Special Conditions:	1) Personnel will help victims seek victims compensation; 2) Mandatory Victim Assistance Training (VAT) online or equivalent training for newly hired victim advocates, should be obtained within 6 months of hiring, with certificates upload into OKGrants; 3) Advocates employed less than 12 months, with no formal victims services training or education, will attend trauma-informed domestic violence training and upload verification into OKGrants; and 4) Non-attorney		



Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Award Notice**

victim services advocates will comply with any continuing education requirements. If no requirement exists, advocates will attend training every 3 years with documentation uploaded into OKGrants.

This grant is subject to the terms and conditions set forth in the application which was submitted to the District Attorneys Council. The award is authorized by the District Attorneys Council (DAC). The federal award number(s) used for this award can be found on the document "Federal Funds Used for Subaward" that has been uploaded to the Correspondence section of the grant. The subgrantees shall administer the project for which this subgrant is awarded in accordance with the applicable rules, regulations, and conditions as set forth in the federal guidelines; the Administrative Guide published by DAC, and the effective edition of the Department of Justice (DOJ) Office of Justice Programs, Financial and Administrative Guide for Grants. The subgrantee shall also administer the project in accordance with the Certified Assurances and Special Conditions of the award.

The subgrantee shall maintain separate accounts and accounting records for the subgrant funds, and shall maintain and furnish to DAC and DOJ upon request, detailed accounting and supportive records. The subgrantee shall file such reports relating to the subgrant as are required by DAC and DOJ.

Amended 2018 Certified Assurances

View this document, print, sign and upload below. Please note this must be signed by the Authorized Official, Project Director and Financial Officer.



Name of Authorizing Official  
Michael Spurgeon

Date  
9/4/2018

✓ I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, to provide the information requested throughout this contract package on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Certification Of Equal Employment Opportunity Plan**

Subgrant Number: 2018-VOCA-BROKEN ARROW  
CI-143  
Subgrant Name: City of Broken Arrow- Police  
Department  
Address: 1101 N. 6th St.  
Project Director: Aleisha Wickersham  
Award Amount: \$38,127.00

Have you had any Findings of Discrimination with the last 5 years? Yes ☒ No

The Office for Civil Rights, Office of Justice Programs (OCR), is now requiring all grant subrecipients go online to do their Equal Employment Opportunity Plan (EEO) Certification. The questions have been modified by OCR and they are no longer offering the paper version we have historically submitted on your behalf; therefore, each VOCA-funded organization should submit the Certification using these instructions:

\*The EEO Certification expires after 2 years. Please upload your current certification, if expired follow the directions below.

1. Go to: [https://ocr-eeop.ncjrs.gov/layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f\\_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F](https://ocr-eeop.ncjrs.gov/layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F)

2. Follow the system's instruction.

3. Select New User and set up your organization and Authorized Users. Be sure to add your Authorizing Official as a user because this person will be required to log in and submit the EEO Certification. The questions can be answered by the Agency Head, but must be submitted by the Authorizing Official.

4. Project Directors can list whomever they choose as users in the system. The users will receive an e-mail from the system asking them to set a password.

5. After the Authorizing Official logs in and submits the form, click the link under Certification Submissions and save the form to your desktop.

6. Upload the saved certification to the Uploads section of the grant..



## CERTIFICATION FORM

### Compliance with the Equal Employment Opportunity Plan (Equal Employment Opportunity Program) Requirements

Recipient's Name:	City Of Broken Arrow		
Address:	P.O. Box 610, Broken Arrow, OK, 74013		
Recipient Type:	Direct Recipient & Subrecipient	Law Enforcement Agency:	Yes
DUNS Number:	078655495	Vendor Number (only if direct recipient):	736005109
Name of Contact Person:	Tami Johnston	Title of Contact Person:	HR Employment Coordinator
Telephone Number:	918-259-2400	E-Mail Address:	tjohnston@brokenarrowok.gov
Subrecipients:	No		

### Acknowledgement of EEOP Data Collection, Maintenance and Submission Requirements

I, **Michael Spurgeon** (*authorized official*), acknowledge that **City Of Broken Arrow** (*recipient organization*) has an obligation to develop and submit an EEOP Utilization Report to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice (OCR) for 2017 (*fiscal year*). I understand the regulatory obligations under 28 C.F.R. Section 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEOP Utilization Report.

By accepting financial assistance subject to the civil rights provisions of the Safe Streets Act, **City Of Broken Arrow** (*organization*) is on notice that at some future date, during the active award period, the OCR may request any of the employment data noted in the EEOP regulations. I understand that in the context of an administrative investigation of an employment discrimination complaint, failure to produce employment data required for a comprehensive EEOP may allow the OCR to draw an adverse inference based on the data's absence.

Michael Spurgeon, City Manager

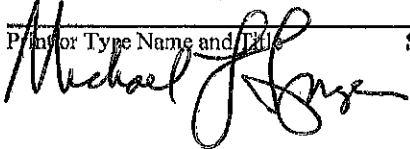
Michael Spurgeon

11/22/2017

Print or Type Name and Title

Signature

Date



Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Certification of Privacy**

Subgrantee Name:

City of Broken Arrow- Police

Address:

Department

Project Director:

1101 N. 6th St.

Award Amount:

Aleisha Wickersham

\$38,127.00

The                      has policies and procedures in place which respond to the requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Section 552a, and ensures that the information collected for the purposes of complying with the Certified Assurances do not contain specific references to any victim receiving services.

Michael Spurgeon  
Authorized Official

9/4/2018  
Date

✓ I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, to provide the information requested throughout this contract package on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

*Michael Spurgeon*  
*City Manager 9/7/18*

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Certification of Confidentiality**

Subgrantee Name:

City of Broken Arrow- Police  
Department

Address:

1101 N. 6th St.

Project Director:

Aleisha Wickersham

Award Amount:

\$38,127.00

Pursuant to section 1407 of the Victims of Crime Act (42 U.S.C. Section 1604) regarding matters of confidentiality, section 1407(d) of VOCA provides that "Except as otherwise provided by Federal law, no officer or employee of the Federal Government, and no recipient of sums under this chapter, shall use or reveal any research or statistical information furnished under this chapter by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this chapter. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in an action, suit, or other judicial, legislative, or administrative proceeding." This provision is intended, among other things, to assure the confidentiality of information provided by crime victims to crisis intervention counselors working for victims services programs receiving funds provided under this Act.

**28 CFR Part 9494.115 Non-disclosure of confidential or private information.**

(a) Confidentiality. State Administering Agencies and subrecipients of VOCA funds shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall not disclose, reveal, or release, except pursuant to paragraphs (b) and (c) of this section—(1) Any personally identifying information or individual information collected in connection with VOCA funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or (2) Individual client information, without the informed, written, reasonably time-limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent's (or the guardian's) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian. (b) Release. If release of information described in paragraph (a)(2) of this section is compelled by statutory or court mandate, SAAs or sub-recipients of VOCA funds shall make reasonable attempts to provide notice to victims affected by the disclosure of the information, and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information. (c) Information sharing. SAAs and sub-recipients may share— (1) Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with reporting, evaluation, or data collection requirements; (2) Court-generated information and law-enforcement-generated information contained in secure governmental registries for protection

**Certification of Confidentiality**

order enforcement purposes; and (3) Law enforcement- and prosecution-generated information necessary for law enforcement and prosecution purposes. (d) Personally identifying information. In no circumstances may— (1) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for VOCA-funded services; (2) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program; (e) Mandatory reporting. Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

Michael Spurgeon  
Authorized Official

*Michael Spurgeon 8/7/18*

9/4/2018  
Date

✓ I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, to provide the information requested throughout this contract package on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Certification of Compliance with Open Meeting Act**

Subgrantee Name:

City of Broken Arrow- Police  
Department

Address:

1101 N. 6th St.

Project Director:

Aleisha Wickersham

Award Amount:

\$38,127.00

I, Michael Spurgeon (authorizing official) certify that the Board of Directors for (implementing agency) has read and understands the Open Meetings Act, Title 25, Okla. Statutes Sections 301-314, and agrees to the specific program receiving VOCA funds shall comply with all provisions of the act when conducting business for the program. Should the Board of Directors need technical assistance regarding the provisions of the Open Meetings Act, the authorizing official agrees to consult with the Board's legal counsel, the District Attorneys Council, or the Attorney Generals Office.

Michael Spurgeon  
Authorized Official

 8/7/18

9/4/2018  
Date

✓ I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, to provide the information requested throughout this contract package on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Note: This form does not apply to District Attorneys who receive VOCA subgrant awards since a Board of Directors does not manage those offices.

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Statement of Audit Arrangements**

Subgrantee Name and Address: City of Broken Arrow- Police Department  
1101 N. 6th St.  
Broken Arrow, Oklahoma 74012-2041  
Telephone Number: (918) 451-8200 X8692  
Fiscal Year Ends: June 30 Other, Please Specify

2018-VOCA-BROKEN ARROW CI-143

Does your organization receive: Equal to or more than \$750,000 in total federal funds? (If so, complete the remainder of the form.)

Name of CPA (or State Auditor): Arledge & Associates, P.C.  
Address: 309 N. Bryant Ave.  
City: Edmond State: Oklahoma Zip: 73034  
Contact person in CPA's Office: LaDonna Sinning  
Telephone: (405) 348-0615  
Anticipated date A-133 audit report will be sent to District Attorneys Council: 12/15/2018  
Provide date for financial statements: 6/30/2019

Michael Spurgeon  
Name of Authorizing Official

City Manager  
Title

9/4/2018  
Date



Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Certification of Project Income**

Subgrant Number: 2018-VOCA-BROKEN  
ARROW CI-143  
Subgrant Name: City of Broken Arrow-  
Police Department  
Address: 1101 N. 6th St.  
City: Broken Arrow State: Oklahoma Zip: 74012-2041  
Project Director: Aleisha Wickersham

>>>>>>>> DO NOT SAVE THIS PAGE BEFORE READING THIS SECTION <<<<<<<<

**Project Income** - is defined as any gross income earned as a direct result of grant supported activities or earned only as a result of the grant during the grant funding period.

**Direct Result** - is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Based on the definitions above, select the item below that applies to this grant award and only that section will show.

Select the item that applies to this grant

**Section to Sign**

The subgrantee will be receiving income as a direct result of program activities.

If button is checked, ONLY complete Section 1.

☒ The subgrantee will not be receiving income as a direct result of program activities.

If button is checked, ONLY complete Section 2.

**Important: Only sign those sections which apply to the subgrantee agency.  
All other sections should be left unsigned.**

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Certification of Project Income**

**Section 1: Assurance Statement**

I, , (Authorizing Official) assure that the funded entity will comply with the provisions on project income as set forth in the Financial and Administrative Guide. **Selection of this section requires the submission of Certification of Project Income reports.**

**Name of Authorizing Official**

**Date**

**Project Director**

**Date**

**Section 2: Assurance and Certification Statement**

I, Michael Spurgeon, (Authorizing Official) assure that the funded entity will not be receiving any income as a direct result of the program activity. I further certify that if the entity begins to receive income as a direct result of the program activities, I will notify the Federal Grants Division Director, in writing, within 30 days of the receipt of the income.

Michael Spurgeon

Name of Authorizing Official



9/4/2018

Date

Aleisha Wickersham

Project Director

9/4/2018

Date



Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

Disclosure Of Lobbying Activities Form

Do you conduct Lobbying Activities? No

Subgrant Name: City of Broken Arrow- Police  
Department

Subgrant Number: 2018-VOCA-BROKEN ARROW CI-143

1. Type of Federal Action:

2. Status of Federal Action

3. Report Type

For Material Change Only:

Year:

Quarter:

Date of last report:

4. Name and Address of Reporting Entity:

Prime  
Subawardee Tier, if known:  
Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee,  
enter Name and Address of Prime:  
Congressional District, if known:

6. Federal Department /Agency:

7. Federal Program Name/Description:  
CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10a. Name and Address of Lobbying Registrant  
(If individual, last name, first name, MI):

10b. Individuals Performing Services  
(including address if different from No. 10a.)  
(last name, first name, MI)

11. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C.1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil

**Disclosure Of Lobbying Activities Form**

penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

✓ I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, to provide the information requested throughout this contract package on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review

Michael J. Surgen  
City Manager

**Disclosure Of Lobbying Activities Form**

**Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Disclosure Of Lobbying Activities Form**

application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Victims of Crime Act (VOCA) Application 2018

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Accounting System Review**

- |  |   |
|--|---|
| 1. Which best describes your accounting system?  | Manual <input checked="" type="checkbox"/> Automated<br>Combination of Manual and Automated<br>Systems    |
| 2. Does your agency receive multiple grant awards (from DAC and/or any other agencies)?                                    | Yes   |
| 3. Do you maintain an individual ledger, separate from the general ledger, for each grant award?                           | Yes   |
| 4. Does your accounting system identify the receipt and expenditure of funds for each grant?                               | Yes   |
| 5. Please describe how you account for the receipt and expenditure of funds in the general ledger.                         | Through the use of project numbers.   |
| 6. Does this grant include funding for personnel?  | No  |
| 7. Are time sheets maintained for the employees that are paid on the grant?  |   |
| 8. If no, describe how will the employee(s) record their time.   |   |
| 9. For ALL employees paid on the grant, are time sheets broken down by funding source?                                     |   |
| 10. If no, please explain why time sheets are not broken down by funding source.   |   |
| 11. Are financial records maintained in-house or are they contracted out to another party?                                 | <input checked="" type="checkbox"/> In House Contracted Out<br>Combination of In-House and Contracted Out |
| 12. Provide a brief description of the controls that are in place to ensure correct and accurate accounting and reporting. |   |

Organization: Broken Arrow, City of

2018-VOCA-BROKEN ARROW CI-143

**Accounting System Review**

The City of Broken Arrow has an accounting policy and procedures which are consistent with the Office of Justice Program (OJP) Financial Guide and with the Office of Management and Budget (OMB) Circulars A-87, Cost principles for state, local, and Indian Governments and A-102 etc.

13. Who is the person responsible for depositing grant funds?

Finance Department Personnel

14. Where are the grant funds deposited?

State Treasurer County Treasurer  
City Treasurer ☒ Bank Other  
If other, please specify:

15. How many signatures are required on checks?

2

16. Identify the authorized check signers along with their title?

Name Title

Tom Cook Jr. Controller

Name Title

Jay Heinrichs Financial Services Manager

17. Does your organization have written accounting policies and procedures?

Yes

Tom

Cook

Jr.

Name of Financial Officer

Date:

Sep 5 2018 5:22PM

## **VOCA CERTIFIED ASSURANCES 2018**

These certified assurances are for VOCA Subawards funded in whole or in part under 2018-V2-GX-0001, effective 10/1/2018. Hyperlinks to important federal laws can be found throughout this document. Click on the blue links to open the hyperlink and read the corresponding federal law and/or grant requirements pertaining to each of the certified assurances. This document should be signed by the Authorizing Official, Project Director and Financial Officer listed on the VOCA Grant. In addition, this document should be shared with VOCA grant-funded staff.

### **1. Requirements of the award, remedies for non-compliance or for materially false statements**

The subrecipient at any tier agrees to comply with applicable portions of the Victims of Crime Act (VOCA) of 1984, [34 U.S.C., Chapter 201](#) and the [Victims of Crime Act Victim Assistance Program Rule](#).

The certified assurances of this subaward are material requirements of the subaward. Compliance with any certified assurance submitted by the subrecipient that relates to conduct during the period of performance also is a material requirement of this subaward.

Failure to comply with any one or more of these subaward requirements (certified assurances) -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the subaward period -- may result in the District Attorneys Council ("DAC") and/or Office of Justice Programs ("OJP") taking appropriate action with respect to the subrecipient and the subaward. Among other things, the DAC or OJP may withhold award funds, disallow costs, or suspend or terminate the subaward. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government or the DAC related to this subaward (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under [18 U.S.C. 1001](#) and/or [1621](#), and/or [34 U.S.C. 10272](#)), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under [31 U.S.C. 3729-3730](#) and [3801-3812](#)).

Should any provision of a requirement of this subaward be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this subaward.

## **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP and all subawards.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website:

<https://ojp.gov/funding/Part200UniformRequirements.htm>.

NEW

Record retention and access: Records pertinent to the subaward that the subrecipient at any tier must retain is 6 ½ years from the date of submission of the subrecipient's final quarterly report. During such time, the subrecipient must provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event a subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact DAC promptly for clarification.

## **3. Compliance with the DOJ Grants Financial Guide**

The subrecipient at any tier agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at (<https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance, and all financial and administrative guidance provided by DAC during the period of performance.

## **4. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

NEW

Effective as of September 1, 2017, any reference in these certified assurances to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in the subaward certified assurances, references set out in material incorporated by reference through the subaward certified assurances, and



references set out in other subaward requirements and documents, including the Victims of Crime Act (VOCA) Financial & Administrative Guide produced by the DAC.

#### **5. Requirements related to "de minimis" indirect cost rate**

A subrecipient at any tier that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, should do so in writing, by making this election on the Indirect Cost Page located in the online VOCA Grant Application kit. When electing to use the "de minimis" indirect cost rate, the subrecipient organization agrees it is eligible for this rate. In addition, the subrecipient agrees to comply with all associated requirements in Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### **6. Requirement to report potentially duplicative funding**

If the subrecipient at any tier currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this subaward, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this subaward. If so, the recipient must promptly notify the DAC in writing of the potential duplication, and, if so requested by the DAC, must seek a grant adjustment or change in goals and objectives to eliminate any inappropriate duplication of funding.

NEW

#### **7. Requirements related to System for Award Management and Universal Identifier Requirements**

The subrecipient at any tier agrees to comply with applicable requirements regarding annual registration with the System for Award Management (SAM). Copy and paste the following URL into Chrome or Firefox to get to the SAM site (it does not work with Internet Explorer): <https://sam.gov/portal/SAM/##11#1>. The subrecipient at any tier also agrees to provide a Data Universal Numbering System (DUNS) number. SAM registration must be updated annually, with documentation of current status submitted with the grant application. Grants may not be approved or funds expended to programs that do not have a current SAM registration.

#### **8. Requirement to report actual or imminent breach of personally identifiable information (PII)**

The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if the subrecipient creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's

NEW

breach procedures must include a requirement to report actual or imminent breach of PII to DAC no later than 12 hours of after an occurrence of an actual breach, or the detection of an imminent breach.

**9. All subawards must have specific federal authorization**

The subrecipient at any tier must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

**10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000.00.**

The subrecipient at any tier at any tier must comply with all applicable requirements to obtain specific advance approval from the DAC to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000.00). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirements for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> on the OJP web site. (Award Condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here. Notify DAC if there are any procurement contracts that are expected to exceed \$150,000. Advance approval must be obtained by DAC and OJP.

**11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate subaward).**

The subrecipient at any tier must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subrecipient, or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. (Award condition: Prohibited conduct by subrecipient related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated in reference here.

**12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.**

The subrecipient at any tier agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this subaward appears in the [DOJ Grants Financial Guide](#).

**13. Requirement for data on performance and effectiveness under the subaward**

The recipient (DAC) is required to collect and maintain data that measures the performance and effectiveness of work under this VOCA subaward. The data must be provided to DAC in a manner (including within the timeframes) specified by DAC. Data is reported quarterly on a form referred to as the Performance Measurement Tool (PMT) provided by the DAC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

The subrecipient assures that it will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

**14. OJP Training Guiding Principles**

Any training or training materials the subrecipient at any tier develops or delivers with VOCA funds must adhere to the [OJP Training Guiding Principles for Grantees and Subgrantees](#).

**15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination regulations – 28 C.F.R. Part 42**

The subrecipient at any tier must comply with all applicable requirements of [28 C.F.R. Part 42](#), specifically including any applicable requirements in [Subpart E of 28 C.F.R. Part 42](#) that relates to an equal employment opportunity program.

**16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination regulations – 28 C.F.R. Part 54**

The subrecipient at any tier must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

**17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination regulations – 28 C.F.R. Part 38**

The subrecipient at any tier must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page+browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under E-CFR.

The subrecipient assures that in the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a subrecipient at any tier of victim assistance formula funds under this subaward, the subrecipient will forward a copy of the findings to DAC and to the Office of Civil Rights, OJP.

**18. Restriction on “lobbying”**

In general, as a matter of federal law, this federal subaward may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.

Another federal law generally prohibits this federal subaward from being used by the subrecipient at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subaward “subgrant”, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions; the subrecipient is to contact DAC for guidance. The subrecipient may not proceed without the express prior written approval of DAC.

**19. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)**

The subrecipient at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Below are restrictions applicable to all federal funds awarded by OJP in FY 2018. Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact DAC for guidance, and may not proceed without the express prior written approval of DAC.

*Restrictions applicable to ALL federal funds awarded by OJP in FY 2018.* Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for: 1) publicity or propaganda purposes not authorized by the Congress; and 2) any employee training that does not meet: a) identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties; b) contains elements likely to induce high levels of emotional response or psychological stress in some participants; c) does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation; d) contains any methods or content associated with religious or quasi-religious belief systems or “new age” belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or e) is offensive to, or designed to change, participants’ personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes a subrecipient from conducting training bearing directly upon the performance of official duties.

*Nondisclosure policies, forms, and agreements.* Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement; if such policy, form, or agreement does not contain the following provision:

"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing [federal] statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and [federal] statutory provisions are incorporated into this agreement and are controlling."

Notwithstanding the above provision, a nondisclosure policy, form, or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity, unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the United States Department of Justice, that are essential to reporting a substantial violation of law.

*Certain exceptions.* Under certain circumstances, a nondisclosure agreement that does not contain the provisions set out above nevertheless may continue to be implemented and enforced. Should a question arise as to whether an exception to the general rule may be available for a particular nondisclosure agreement, the recipient is to contact DAC for guidance, and the recipient may not use federal funds to implement, continue to implement, or enforce the nondisclosure agreement without the express prior written approval of OJP.

*ACORN and related organizations.* Absent express prior written approval from OJP, federal funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

*Restrictions applicable only to certain federal funds under OJP awards made in FY 2018.* Federal funds are not legally available, and may not be used: 1) in programs involving students to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians; 2) to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography (nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any

other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement- or victim assistance-related activity); 3) to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract; and 4) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or to require any person to perform, or facilitate in any way the performance of, any abortion.

#### **20. Reporting potential fraud, waste, abuse, and similar misconduct**

The subrecipient at any tier must promptly refer to DAC, and the Department of Justice (DOJ), Office of the Inspector General (OIG), any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this subaward - 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward should be reported 1) by mail to:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, D.C.

Email: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

or 2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax)

Additional information is available from the DOJ/OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

#### **21. Restrictions and certifications regarding non-disclosure agreements and related matters.**

No subrecipient at any tier under this subaward, or entity that receives a procurement contract or subcontract with any funds under this subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by DAC, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which

relates to sensitive compartmental information), or any other form issued by a federal department or agency governing nondisclosure of classified information.

1. In accepting this award, the subrecipient--
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of federal subaward funds, will provide prompt written notification to DAC and OVC, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by DAC and OVC.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
  - a. it represents that--
    - (1) it has determined that no other entity that the recipient's application proposes may or will receive these federal subaward funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of subaward funds to or by that entity, will provide prompt written notification to DAC and OVC, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by DAC and OVC.

**22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information



related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient must also inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this subaward, the subrecipient is to contact DAC for guidance.

### **23. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subrecipient at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

The subrecipient will encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees and contractors when operating agency-owned, leased, or personally owned vehicles.

### **24. Subrecipient authorization to examine records.**

The subrecipient at any tier authorizes the DAC, the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO) and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA subaward.

### **25. Audit Requirements**

For fiscal years beginning on or after December 26, 2014, subrecipients at any tier who expend \$750,000 or more in Federal funds (from all federal sources) in the organization's fiscal year (12-month turnaround reporting period), the organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F, Section 200.501. Each single audit should be submitted, electronically, to VOCAhelp@dac.state.ok.us as soon as it becomes available.

### **26. Non-supplanting requirement**

Pursuant to OJP Standards for Financial Management Systems, federal VOCA funds will not be used to supplant State and local funds that would otherwise be available for crime victim assistance.

## **27. National Environmental Policy Act compliance**

The subrecipient at any tier understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. Section 43121 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subrecipient agrees to assist DAC in carrying out its responsibilities under NEPA and related laws, if the subrecipient plans to use VOCA subaward funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. See 28 C.F.R. Part 61, App. D. The subrecipient at any tier also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this subaward.

## **28. Other Subrecipient Assurances**

- a) The subrecipient will provide services, at no charge, through the VOCA-funded project. Any deviation from this provision requires prior approval from DAC.
- b) The subrecipient will assist victims in seeking available crime victims' compensation benefits.
- c) The subrecipient assures that it will maintain confidentiality of client-counselor information as required by State law and the Victims of Crime Act Victim Assistance Program Rule.
- d) The subrecipient will not discriminate against victims because they disagree with the way the State is prosecuting the criminal case.
- e) The subrecipient assures that, in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP).

## **29. Confidentiality**

(a) *Confidentiality.* Subrecipients at any tier, to the extent permitted by law, will reasonably protect the confidentiality and privacy of persons receiving services under this subaward and shall not disclose, reveal, or release, except pursuant to paragraphs (b) and (c) of this section— (1) Any personally identifying information or individual information collected in connection with VOCA-funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or (2) Individual client information, without the informed, written, reasonably time-limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent's (or the guardian's) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian.

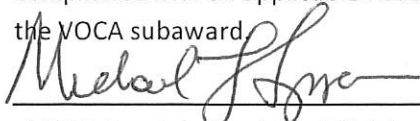
(b) *Release*. If release of information described in paragraph (a)(2) of this section is compelled by statutory or court mandate, the recipient of VOCA subaward funds shall make reasonable attempts to provide notice to victims affected by the disclosure of the information, and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(c) *Information sharing*. Subrecipients may share— (1) Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with reporting, evaluation, or data collection requirements; (2) Court-generated information and law-enforcement-generated information contained in secure governmental registries for protection order enforcement purposes; and (3) Law enforcement- and prosecution-generated information necessary for law enforcement and prosecution purposes.

(d) *Personally identifying information*. In no circumstances may—(1) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for VOCA-funded services; (2) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program;

(e) *Mandatory reporting*. Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

With my/our signature(s) below, I/we acknowledge acceptance of these certified assurances and certify compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements of the VOCA subaward



VOCA Grant Authorizing Official

Date

 9.4.18

VOCA Grant Project Director

Date



VOCA Grant Financial Officer

9/5/2018

Date



# City of Broken Arrow

## Request for Action

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**File #: 18-998, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to execute the Enterprise Enrollment Agreement and Program Selection Form with Microsoft Corporation for Microsoft software, products, and licenses

**Background:**

The City continues to use Microsoft Server and Office products and enrolled in the Microsoft Enterprise program in 2015. The Enterprise Agreement allows Staff to simplify the Microsoft licensing process while providing city employees with the latest software products that Microsoft has to offer.

The renewal is essentially for an additional three (3) years of the existing contract that was signed in September 2015. This renewal covers the period from September 1, 2018 through August 31, 2020. The annual cost for each year of the Enterprise Agreement is \$204,017.00. Importantly, the Enterprise Agreement Registration Form, provides for the termination by either party with 60 days' written notice. The Contract will not renew (or continue in effect) in any subsequent year that the City Council fails to appropriate and encumber funds for this specific purpose. Also, it is anticipated there are sufficient unencumbered funds available to pay the entirety of this agreement if necessary.

Section 2-27 of the Broken Arrow Code of Ordinances provides for exceptions to formal competitive bidding. It provides for the purchase of supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate prices for things purchased by the state or from purchasing consortiums. This purchase meets that criteria. Staff recommends that the Council approve the Enterprise Enrollment Agreement and the relevant Amendment and authorize its execution.

**Cost:** \$612,051.00

**Funding Source:** Each Department Budgeted Funds for Microsoft Maintenance

**Requested By:** Stephen Steward, IT Director

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

**Attachments:** SHI Quote  
Enterprise Enrollment (Indirect)  
Previous Enrollment Agreement Form  
Product Selection Form-0764341.004\_PSF  
Program Signature Form

**Recommendation:**

Approve and authorize execution of the Enterprise Enrollment Agreement and Program Selection Form with Microsoft Corporation for Microsoft software, products, and licenses



Pricing Proposal  
Quotation #: 15660837  
Reference #: EA 63566035  
Created On: 7/18/2018  
Valid Until: 8/31/2018

## OK-CITY OF BROKEN ARROW

### Stephen Williams

P.O.BOX 610  
ACCOUNTS PAYABLE  
BROKEN ARROW, OK 74013  
United States  
Phone: 9182598326  
Fax:  
Email: SWilliams@brokenarrowok.gov

### Zach Reichl

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-868-6210  
Fax: 732-652-3004  
Email: Zach\_Reichl@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3NS-00003 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	220	\$71.00	\$15,620.00
2 O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	220	\$72.00	\$15,840.00
3 O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	655	\$202.00	\$132,310.00
4 CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	875	\$19.00	\$16,625.00
5 ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	2	\$666.00	\$1,332.00
6 ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257	1	\$117.00	\$117.00

Contract Name: NASPO ValuePoint - Software VAR  
Contract #: ADSP016-130651  
Subcontract #: SW1041  
Coverage Term: 9/1/2018 – 8/31/2019

7	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	8	\$50.00	\$400.00
8	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	240	\$19.00	\$4,560.00
9	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	2	\$92.00	\$184.00
10	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	2	\$48.00	\$96.00
11	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	25	\$17.00	\$425.00
12	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	56	\$127.00	\$7,112.00
13	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	184	\$19.00	\$3,496.00
14	ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3NS-00003 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	220	\$71.00	\$15,620.00
15	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	220	\$72.00	\$15,840.00

Microsoft - Part#: U4S-00002  
Contract Name: NASPO ValuePoint - Software VAR  
Contract #: ADSP016-130651  
Subcontract #: SW1041  
Coverage Term: 9/1/2019 – 8/31/2020

16	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	655	\$202.00	\$132,310.00
17	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	875	\$19.00	\$16,625.00
18	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	2	\$666.00	\$1,332.00
19	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	1	\$117.00	\$117.00
20	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	8	\$50.00	\$400.00
21	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	240	\$19.00	\$4,560.00
22	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	2	\$92.00	\$184.00
23	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	2	\$48.00	\$96.00



24	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	25	\$17.00	\$425.00
25	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	56	\$127.00	\$7,112.00
26	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2019 – 8/31/2020	184	\$19.00	\$3,496.00
27	ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3NS-00003 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	220	\$71.00	\$15,620.00
28	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	220	\$72.00	\$15,840.00
29	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	655	\$202.00	\$132,310.00
30	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	875	\$19.00	\$16,625.00
31	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	2	\$666.00	\$1,332.00
32	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	1	\$117.00	\$117.00

33	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	8	\$50.00	\$400.00
34	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	240	\$19.00	\$4,560.00
35	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	2	\$92.00	\$184.00
36	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	2	\$48.00	\$96.00
37	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	25	\$17.00	\$425.00
38	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	56	\$127.00	\$7,112.00
39	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	184	\$19.00	\$3,496.00
40	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041 Coverage Term: 9/1/2018 – 8/31/2019	10	\$590.00	\$5,900.00
41	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: SW1041	10	\$590.00	\$5,900.00

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42	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: SW1041 Coverage Term: 9/1/2020 – 8/31/2021	10	\$590.00	\$5,900.00
				<hr/>
			Total	\$612,051.00

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

70893070

Framework ID  
(if applicable)Previous Enrollment number  
(Reseller to complete)

63566035

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### 3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### 4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.



- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.**
- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
  - (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i)** Government Community Cloud Services will be offered only within the United States.
  - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Broken Arrow

**Contact name\*** First Stephen Last Williams

**Contact email address\*** swilliams@brokenarrowok.gov

**Street address\*** 220 S. First St

**City\*** Broken Arrow

**State/Province\*** OK

**Postal code\*** 74012-4152-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 918 259-2400 x5238

**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Stephen Last Williams

**Contact email address\*** swilliams@brokenarrowok.gov

**Street address\*** 220 S. First St

**City\*** Broken Arrow

**State/Province\*** OK

**Postal code\*** 74012-4152-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 918 259-2400 x5238

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Stephen Last Williams

**Contact email address\*** swilliams@brokenarrowok.gov

**Phone\*** 918 259-2400 x5238

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave

**City\*** Somerset

**State/Province\*** NJ

**Postal code\*** 08873

**Country\*** United States

**Contact name\*** Peter Armstrong

**Phone\*** 888-764-8888

**Contact email address\*** msteam@shi.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** \_\_\_\_\_

**Printed name\***

**Printed title\***

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** City of Broken Arrow

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	63566035	X	

## Proposal ID

0764341.004

## Enrollment Number

Language: English (United States)

## Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	875	875	1.0	No	User Licenses

Products	Enterprise Quantity
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Bridge for Office 365	875
<b>O365 Gov Plans</b>	
O365 GCC E1	220
O365 GCC E3	655

## Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	655	875	0	0

## Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
<b>Note 3:</b> Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	



## Program Signature Form

MBA/MBSA number

Agreement number

01E73411

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0764341.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

**Customer**

Name of Entity (must be legal entity name)\* City of Broken Arrow

Signature\* \_\_\_\_\_

Printed First and Last Name\*

Printed Title

Signature Date\*

Tax ID

\* indicates required field

**Microsoft Affiliate**

Microsoft Corporation

Signature \_\_\_\_\_

Printed First and Last Name

Printed Title

Signature Date

(date Microsoft Affiliate countersigns)

Agreement Effective Date

(may be different than Microsoft's signature date)

**APPROVED AS TO FORM:**  
**ASSISTANT CITY ATTORNEY**

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA



# City of Broken Arrow

## Request for Action

---

**File #:** 18-1097, **Version:** 1

---

**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to execute renewal of a Nuisance Abatement Property Structure Securing Agreement between the City of Broken Arrow and Momentum Services, LLC

**Background:**

The Development Services Department currently has a contract with Momentum Services for a nuisance abatement. This service includes the mowing, cleaning and the removal of trash and debris on properties that have been through the abatement process and failed to self-abate.

This current contract period ends October 6, 2018. The service agreement provides renewal periods for subsequent years. For this renewal, Momentum Services has submitted a 0.0% cost increase. They have provided acceptable levels of service during this past agreement period and staff recommends renewing the agreement for an additional year.

**Cost:** (Not to exceed \$60,000)

**Funding Source:** 010-1415-424.3087

**Requested By:** Michael Skates, Development Services Director

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

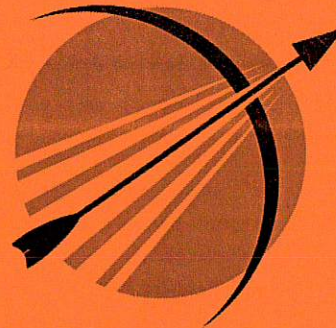
**Attachments:** Original Service Agreement  
Contract Renewal Letter  
Momentum Renewal Contract

**Recommendation:**

Approve renewal agreement with Momentum Services, LLC and authorize its execution.



Joe's copy



# BROKEN ARROW

*Where opportunity lives*

PROPOSAL AND CONTRACT  
DOCUMENTS FOR

## NUISANCE ABATEMENT – PROPERTY STRUCTURE SECURING

BID NO. 18.111

BROKEN ARROW CITY COUNCIL

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

Michael L. Spurgeon, City Manager  
Alex M. Mills, P.E., CFM, Director of Engineering and Construction  
Michael Skates, P.E., CFM, Director of Development Services





**BID NO. 18.111**  
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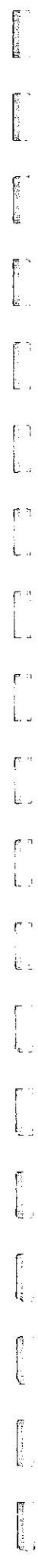
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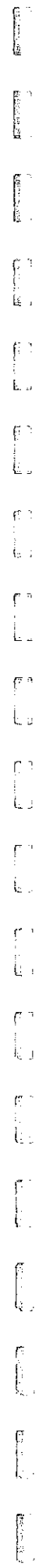


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**NOTICE TO BIDDERS**  
**BID NO. 18.111**

Notice is hereby given that the City of Broken Arrow, Oklahoma is accepting Bids on the following Work:

**NUISANCE ABATEMENT – PROPERTY STRUCTURE SECURING:** This contract is for the mowing and trimming of private and/or public lots; the removal and disposal of trash, debris, tires, appliances, fluids, as identified on the work order; the securing of structures; tree and brush removal; clearing of property; trenching, construction of earthen barriers, fences, backfilling, draining swimming pools and other sources of stagnant water entrapment on private and/or public land as needed. The work under this contract shall be performed within the corporate limits of the City of Broken Arrow or upon other properties that might be owned by the City, at the unit price bid for each work item completed. The work will be accomplished by the issuance of individual work orders which will define the property or properties and work items to be performed. This contract will be for one year (i.e., 365 days) from date of award. Upon mutual agreement by the City and the CONTRACTOR, this contract may be renewed for another year, up to two total renewals, at the same unit prices.

Proposal Form and Specifications are available at the Engineering and Construction Department, **485 N. Poplar Ave.**, Broken Arrow, Oklahoma 74012. There will be a \$ 50.00 non-refundable charge for Plans and Specifications to be paid at the time they are obtained. If requested Plans are to be mailed, an additional \$10.00 will be required or the prospective buyer may give their FED-EX account number to the City. Mail requests for Plans to the Engineering and Construction Department, 485 N. Poplar Ave., Broken Arrow OK 74012. In addition, plans are available by paying with a credit card either by phone or in person. If obtaining plans by phone, please have your credit card number and shipping account number available. Plan holders list may be obtained by calling Engineering and Construction Department. (918) 259-7000, ext. 5414.

Sworn statement of the Bidder's assets and liabilities, technical qualifications and performance in the form of the latest annual report and financial statement are not required to be submitted with the Bidder's Proposal, but the City **may** require such statements prior to award of the construction contract.

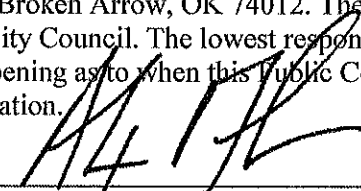
The City of Broken Arrow reserves the right to reject any or all Bids and to accept the Bid that is the most advantageous to the City.

Sealed Bids must be delivered to the Engineering and Construction Department, located at **485 N. Poplar Ave.**, by **2:00 p.m.** on September 19, 2017. Date of Bid opening and Bid number **MUST** appear on the lower left outside corner of Bid envelope and all related correspondence.

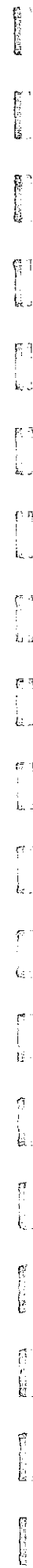
If mailed, please address as follows:

Director, Engineering and Construction Department  
City of Broken Arrow  
485 N. Poplar Avenue  
Broken Arrow Ok 74012

**BIDS WILL BE OPENED** immediately after bids are received, at the City of Broken Arrow Operations Office Building located at **485 N Poplar Avenue**, Broken Arrow, OK 74012. The acceptance and award of this Bid will be considered by the Broken Arrow City Council. The lowest responsible Bidder will be notified within ten (10) working days of the Bid opening as to when this Public Construction Contract will be placed on the City Council Agenda for consideration.

  
\_\_\_\_\_  
Alex Mills, P.E., CFM  
Director of Engineering and Construction

Advertise:     August 29, 2017  
                   September 5, 2017



**BID NO. 18.111**  
**REQUIREMENTS FOR BIDDING AND**  
**INSTRUCTIONS TO BIDDERS**

The Work for which proposals are invited is specifically set out in the specifications and on the Plans and is generally described as follows:

**NUISANCE ABATEMENT – PROPERTY STRUCTURE SECURING:** This contract is for the mowing and trimming of private and/or public lots; the removal and disposal of trash, debris, tires, appliances, fluids, as identified on the work order; the securing of structures; tree and brush removal; clearing of property; trenching, construction of earthen barriers, fences, backfilling, draining swimming pools and other sources of stagnant water entrapment on private and/or public land as needed. The work under this contract shall be performed within the corporate limits of the City of Broken Arrow or upon other properties that might be owned by the City, at the unit price bid for each work item completed. The work will be accomplished by the issuance of individual work orders which will define the property or properties and work items to be performed. This contract will be for one year (i.e., 365 days) from date of award. Upon mutual agreement by the City and the CONTRACTOR, this contract may be renewed for another year, up to two total renewals, at the same unit prices.

**BID NO. 18.111**

Each bid Proposal shall be completed electronically on the electronic media provided, then printed, signed and submitted along with the electronic media and the complete bound copy of the contract documents. In the event of a discrepancy between the pricing on the electronic media and hard copy of a Proposal, the hard copy pricing will govern. If electronic media is not provided and the bid Proposal is manual, the bid Proposal shall be submitted in ink. The written words shall govern over the figures if there is a difference between the two. No alterations, additions, or erasures shall be made on the Proposal. Erroneous entries shall be lined out, initiated by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment, and apparatus of every description to construct, erect, and furnish all work required by and in conformance with the Drawings and Specifications.

All Bids will be opened and publicly read at a meeting to be held in the City of Broken Arrow Operations Office Building located at 485 N. Poplar Ave. on **September 19, 2017**. Bids filed with the Director of Engineering and Construction at **485 N. Poplar Ave.** up to **2:00 p.m.** on **September 19, 2017** will be accepted. Standard Contract Terms and Conditions, Bonds, Proposal, Plans and Specifications and the Requirements for Bidding are on file in the Engineering and Construction Department, **485 N. Poplar Ave.**, Broken Arrow, OK 74012 and may be examined during normal business hours of the City.

Each Bidder is required to state in their proposal, their full name and place of residence and the names of all persons interested with them. If made by a partnership or joint venture, the name and post office address of each member of the partnership or joint venture must be shown. If made by a corporation, the Proposal must show the name of the state under the laws of which the corporation was incorporated and the name and title of the officer or officers having authority under the articles of incorporation or by-laws to sign the Contract. A Proposal signed by an agent must be accompanied by satisfactory evidence of his authority to sign such Proposal on behalf of the Bidder. No Bid will be considered if made in collusion with any other Bidder. The Bidder shall sign their Proposal. If an individual makes the Proposal, his name and post office address must be shown.

More than one Bid from an individual, partnership, a joint venture, a corporation or an association, whether under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids submitted by such Bidder. The Bidder shall execute a non-interest and non-collusion affidavit, which shall be submitted with and as a part of the Bid. Bids in which the prices are obviously unbalanced may be rejected. Contracts will be awarded only to qualified Bidders capable of performing the classes of Work required. **THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.** The right to waive any informality is also reserved by and at the sole discretion of the City.



Bids shall be made upon each item of the Work with reasonable relation to the probable cost of doing the Work included in such item, and the right is reserved to reject wholly any Bid in the case the items thereof are grossly unbalanced or appear to the City to be so unbalanced as to adversely affect or to likely adversely affect the best interests of the City. No partial Bids will be considered and permission will not be given for the withdrawal of any Bid after the Bid opening.

A Bidder's Surety Bond or a cashier's or properly certified check upon a bank or trust company must accompany each Proposal for an amount equal to approximately five percent (5%) of the total Bid made payable, without reserve, to the City of Broken Arrow. All such checks or bonds will be returned promptly to the Bidders after the Contract is awarded, except the check or bond deposited by the successful Bidder. Such check or bond will be promptly returned when the successful Bidder executes the Contract and furnishes the required security within the time provided. No Bid will be considered, which is not accompanied by said certified check or bond.

The certified check or bond shall be deposited as a guarantee that the Bidder, if successful, will enter into the Contract and furnish a Performance Bond, Statutory Bond and Maintenance Bond. A surety company authorized to do business in Oklahoma, having a local representative and satisfactory to the City, will be required as surety on said bonds.

The Contractor will be required to carry workmen's compensation and public liability insurance as required by law and by City's Standard Contract Terms and Conditions for Public Construction Contracts.

Bidder's attention is called to Title 68, O.S. § 1701, *et seq.* of the Oklahoma Statutes. This Act requires non-resident contractors and subcontractors to give written notice, by certified mail with return receipt request, to the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court, and the County Assessors of each county in which such Contract Work or services is to be performed before actually commencing Work. This Act also requires the Contractor to file with the Oklahoma Tax Commission a Surety Bond with a Surety authorized to do business in Oklahoma in the penal sum of not less than ten percent (10%) of the amount of the Contract price, payable to the State of Oklahoma, conditioned upon compliance with the tax laws of Oklahoma, both state and local, the Oklahoma Employment Security Act and the Oklahoma Workmen's Compensation Law.

The successful Bidder will be required to appear at the Office of the Director of the Department of Engineering and Construction and execute the Contract and deliver the same, together with the required bonds, within ten (10) days from the date that the notice of the award is given to the successful Bidder either by personal delivery or by registered mail, addressed to the successful Bidder at their residence or place of business as set out in their proposal. Should the successful Bidder fail or neglect to execute the Contract, the Bid award and Contract will be deemed to have been abandoned by the successful Bidder and thereupon, the amount of the check or bond accompanying the proposal shall be due and payable to the City as liquidated damages.

Bidders shall carefully examine the site of the proposed Work and shall inform themselves as to facilities for delivery and placing of all materials and equipment. No assertions by the Contractor for lack of knowledge of the existing conditions of the property or the difficulties encountered in executing the Work as a result of a failure to inspect the property or site will be accepted as an excuse for any failures or omissions to fulfill all of the Contract requirements or will such assertions be accepted in order for the Contractor to make a claim for compensation for Extra Work. The Bidder is required to read, examine and acquaint themselves with the Proposal, Plans and Specifications, and Standard Contract Provisions for the Work contemplated. The Bidder, in submitting a proposal, warrants that the Bidder has investigated and is acquainted with the conditions to be encountered in performing the Work, including the character, quality and quantities of Work to be performed and the requirements of the Contract. Submission of a Bid shall be considered conclusive evidence that the Bidder has made such examinations and is fully aware of all the conditions pertaining to the site, Work and Contract Documents.



The successful Bidder will not receive any direct payment for providing plant, tools and equipment; furnishing, erecting, maintaining and removing the construction plant, construction roads, camps, sanitary conveniences, temporary water supply, trestles, de-watering and other temporary works; furnishing insurance, Bonds, Drawings, records, payment of fees, defense of suits; and any and all incidental requirements, whether or not they are enumerated in this paragraph. Compensation for the above listed items shall be considered included in the Proposal amounts stipulated for the Bid items, the payment for which shall constitute the total compensation due the successful Bidder for the performance of this Contract.

The site and/or Rights-of-Way where the Work is to be performed are shown on the Plans and Specifications. The Bidder, in submitting a Bid, warrants that the site or Rights-of-Way provided by the City are adequate for the performance of the Work. If any additional working area is required, the Contractor shall, at his own expense, arrange for such working area. The City shall not be liable for additional compensation as a result of any delay in obtaining Rights-of-Way. Any working area used by the Contractor shall be left in a condition satisfactory to the Contract Administrator prior to payment of the final estimate.

It is the obligation of the Bidder to make an investigation of sub-surface conditions prior to submitting a Bid. The Bidder may examine, at the office of Engineering and Construction, the records, which may or may not be shown on the Plans. Boring, test excavations, and other sub-surface investigations are not warranted to show the actual sub-surface conditions. The Bidder agrees that the Bidder will make no claims against the City; if in carrying out the Work the Bidder finds that the actual conditions encountered do not conform to those surface investigations. The estimated quantities shown on the Plans or in the Proposal Form, whether or not based on boring, test excavations and other sub-surface investigations, are in no way warranted to indicate the true quantities or distribution of quantities. The Bidder agrees that the Bidder will make no claim against the City if the actual quantities do not conform to the estimated quantities.

If the Work is let on the basis of a lump-sum Contract or if the estimated quantities of the Work or the lump-sum items of the Work are only approximate, although the result of calculations and the Bidder must obtain and be responsible for the data upon which the Bidder bases their Bid. The Bidder shall not be entitled to any additional compensation in case the quantities of Work actually done to fulfill the Contract and complete the Work are different from the estimated quantities.

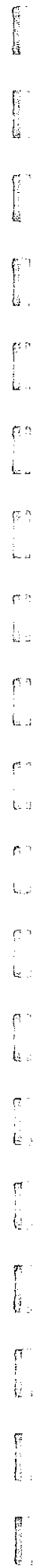
The quantities listed in the Proposal Form are to be considered approximate and are to be used only for the comparison of Bids and as basis for computing amount of security or penal sums of bonds to be furnished. The unit and lump sum process to be tendered by the Bidders are to be for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts and lump sum items in unit-price contracts, will be made to the Contractor only for the actual quantities of Work performed and materials furnished and may each be increased or diminished as hereinafter provided without in any way invalidating the unit and lump sum prices set forth in the Proposal and embodied in the Contract.

All Bidders must understand that the Work shall be completed in strict accordance with the Standard Contract Terms and Conditions, Plans and Specifications as interpreted by the Engineer. Interested Bidders should thoroughly examine the form of the Contract and all Contract Documents that pertain to the Work.

Before the Contract is awarded, any Bidder may be required to show, to the satisfaction of the City, that the Bidder has or can obtain the necessary and proper equipment, tools, facilities and means and that the Bidder has the experience, ability and financial resources to perform the Contract within the time specified and in a satisfactory manner and have a satisfactory plan of operation for carrying out the terms of the Contract.

Each Bidder may be required to submit, on the form hereinafter mentioned, a sworn statement of the Bidder's assets and liabilities, supplemented, if the Bidder desires, with other evidence of the Bidder's possession of, or ability to procure, financial resources, which in the opinion of the City, will enable the Bidder to satisfactorily and without delay, carry out the performance of the Contract. Such showing may (but need not) be made, in whole or in part, by letters of credit. Each Bidder may further be required to submit on the same form a sworn statement of his technical qualifications and performance record. These





statements shall be submitted with the Bidder's Proposal and shall be in the form of the latest annual report and financial statement. The City may reject any Bid, which is not accompanied by said questionnaire. Requirements for said statements will be presented in the Notice to Bidders.

Before the Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the Work, together with samples, which samples may be subjected to the tests provided for in the Specifications. All workmanship shall be of the best procurable kind, both as to material and labor that is demanded under the Specifications.

Payment for the Work will be made by voucher upon estimates furnished to the City.

Written Change Orders shall be issued for all necessary changes in the Work. No work shall be done without a fully executed Change Order and such Change Orders shall be made a part of the Project file and be available for audit.

The City reserves the right to select the Proposal, the award of which will, in the City's judgment, best secure the efficient and due performance of the Work, after considering the responsibility of the Bidders and the amounts of their Bids.

Proposals that are incomplete, obscure or contain additions not called for, erasures, alterations or irregularities of any kind may be rejected as informal. Failure to name a surety company as surety for the Bond will be sufficient cause for rejection of the Bid. No Bid will be considered, which is received after the scheduled closing time for receiving Bids. Any Bid received after the scheduled closing time will be returned, unopened, to the Bidder.

Each Bidder's Proposal or Proposals for each Construction Project, for each group of Construction Projects for which Bids are to be opened simultaneously, and which (pursuant to the applicable Notice to Bidders) may be Bid upon jointly, shall be placed together, with the Proposal Guaranty, Bid Affidavit, and evidence of the signing agent's authority, in the Bid Proposal package. The Bidder's latest annual report and most current financial statement shall be provided if requested by the City after bids are opened but prior to contract award and so marked as to indicate the identity of the Work being Bid upon and shall include the name and address of the Bidder. Proposals will be received in the Office of the Director of Engineering and Construction until the hour and date specified in the Notice to Bidders.

Anyone contemplating submitting a Bid for the proposed Work is in doubt as to the true meaning of any part of the Plans and Specifications or other Contract Documents or should anything be omitted from the Plans and Specifications and Drawings, which is necessary for a clear understanding of the Work or it appears that various instructions are conflicting, then the Bidder should request written instructions to clarify such omissions or discrepancies to the Engineer, no later than five (5) days prior to opening Bids, a written request for an interpretation thereof. **Requests for substitution of materials or equipment must be submitted within ten (10) calendar days prior to the bid opening date.** The party submitting such request shall be responsible for its prompt delivery. An interpretation of the Contract Documents will be made only by Addendum duly issued and copy of such Addendum will be mailed or delivered to each party that received a set of the Contract Documents. The City will not be responsible for any other interpretation of the Contract Documents.

The Bidder's attention is directed to the Standard Contract Terms and Conditions concerning discrimination.

A Bidder may withdraw the Bidder's Proposal, provided the Bidder's written request to withdraw is in the hands of the Director of Engineering and Construction by the time set for opening Proposals. When such Proposal is withdrawn, it will be returned to the Bidder unopened.

Proposals will be opened and read publicly at the time and place designated in the Notice to Bidders. Bidders and their authorized agents are invited to be present. After the Proposals are opened and read, the



totals will be compared and the results of such comparison will be immediately made public. Errors in extensions of unit prices or incomplete extensions thereof may result in the rejection of a Proposal. Until the final award of the Contract, however, City reserves the right to reject any or all Proposals and to waive technical errors, as may be deemed to be for the best interests of the City.

The Award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose Bid complies with all the requirements prescribed, exclusive of technicalities waived. The award will be made within thirty (30) days after the date of opening the Proposals. When the Notice to Bidders permits Bidders to Bid in the alternative on any one, or upon any two or more of a group of Public Construction Projects, the Contract or Contracts for the Work of those Public Construction Projects will be awarded pursuant to the Bid or the combination of Bids, which is the lowest responsible Bid for the said group of Public Construction Projects taken as a whole.

The successful Bidder must, within ten (10) days after receiving notice of the award and before or at the time of entering into Contract, furnish a Performance Bond, Statutory Bond and Maintenance Bond in the forms prescribed by the City in the amounts equal to the Contract price. The Contractor shall maintain these Bonds until final payment is made under the Contract and in the event of insolvency of the Surety, the Contractor shall forthwith furnish and maintain other Surety satisfactory to the City. One (1) copy of each of the Statutory Bond must be filed with the Clerk of the District Court in the District in which the Work is to be done. The

Maintenance Bond shall guarantee the Work done under the Public Construction Contract for a period of one (1) year after final acceptance by the City against defects in materials or workmanship.

The condition of the Sureties' obligations under this Contract is that if the Contractor shall well and truly keep and perform each and all of the obligations delegated to Contractor herein, including, without limitations by specification, the maintenance of the work for the period stated herein above, then after completion in the manner thereafter provided, the Sureties' obligations shall be null and void. Otherwise, should Contractor fail to perform as fully set out herein the Sureties' obligations shall remain in full force and effect.

The condition of the Sureties' obligations under this Contract is that they shall be liable to the City in a direct action, either with or without said Contractor as a part, for any failure of said Contractor to discharge, carry out and perform every promise, covenant, obligation, condition, term or provision herein to be kept or performed by the said Contractor and that Sureties agree to respond to the City for all damages sustained by it for reason of any such failure. In the event of default by Contractor, Sureties may fulfill the obligations hereunder by completing the Work pursuant to the terms herein.

The condition of the Sureties' obligations are that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed hereunder shall in any way affect the obligation of the Sureties, and the Sureties waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or Specifications.

The successful Bidder will be required to appear at the Office of the Director of Engineering and Construction and execute the Contract and deliver the same, together with the Performance Bond, the Statutory Bond, and the Maintenance Bond, within ten (10) days from the date that the Notice of Award is given to the Bidder by personal delivery or by registered mail addressed to the same at the residence or place of business address as stated in the Bid. No Bid shall be considered binding on the City until the Contract is executed.

The Proposal Guaranties of all unsuccessful Bidders will be returned promptly after award is made. The Proposal Guaranty of the successful Bidder will be returned promptly after the Bidder has executed the Contract, furnished the Performance Bond, Statutory Bond and Maintenance Bond as required by the laws of the State of Oklahoma, the Notice to Bidders and the Contract.



Failure by the successful Bidder to execute the Contract and to file the required Bonds shall be just cause for the annulment of the award and the forfeiture of the Proposal Guaranty to the City, not as a penalty but as liquidated damages. In such event, such Bidder will not and cannot be considered the lowest responsible Bidder and an award may then be made among the remaining Bidders, to the lowest responsible Bidder of the remaining Bidders; or the Public Construction Contract for the Work may be re-advertised, as the City may decide.

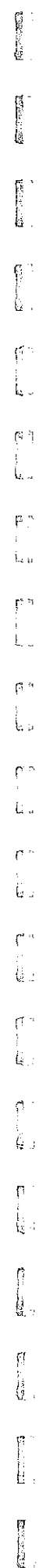
Contract Documents shall be executed in multiple counterparts and each is deemed an original.

CITY OF BROKEN ARROW, OKLAHOMA

By: \_\_\_\_\_

Alex Mills, P.E., CFM

Director of Engineering and Construction



## BIDDER LISTING

Note: Give the full name and address of every Bidder. If Bidder is a partnership, give the full name and address of each partner. Give the legal name of a corporation and the State of incorporation, together with the name and address of the Corporate President and Treasurer.

Made by: Momentum Services L.L.C.  
of Oklahoma  
By: Brian A. Hamberger President  
2414 E. Sidney Ave.  
Broken Arrow, OK. 74014

Business Address: P.O. Box: 1216 E. Kenosha #327

Street Address: \_\_\_\_\_

City: Broken Arrow State: OK. Zip: 74012

Phone Number: 918 951 1753

The above named Bidder hereby tenders its Bid and declares that the only person(s) interested in this Proposal is/are named above; that the Bid is made without collusion or fraud. The Bidder further declares the Bidder has examined the attached Standard Contract Terms and Conditions and Bond, the Plans and Specifications and any other Drawings therein referred to, and has read the "Requirements for Bidding and Instructions to Bidders" attached hereto; and that the Bidder will enter into the Public Construction Contract with the City to provide all necessary and proper machinery, equipment, facilities and means and to do all the Work and furnish all the material necessary to properly carry out such Contract in the manner, on the terms and under the conditions set forth therein and to accept in full payment therefore the following sums to wit:





**PROPOSAL FOR  
NUISANCE ABATEMENT - PROPERTY STRUCTURE SECURING  
BID NO. 18.111**

TO: CITY OF BROKEN ARROW  
OKLAHOMA

THE UNDERSIGNED BIDDER, having carefully examined the drawings, specifications, and of Contract Documents of the above project presently on file in the Engineering and Construction I City of Broken Arrow, Oklahoma:

CERTIFIES THAT he has inspected the site of the proposed work and has full knowledge of the and character of the work involved, construction difficulties that may be encountered, and materi necessary for construction, class and type of excavation, and all other factors affecting or which i affected by the specified work; and

CERTIFIES THAT he has not entered into collusion with any other bidder or prospective bidder to the project and/or bid: and

HEREBY PROPOSES: to enter into a contract to provide all necessary labor, materials, equipme tools to completely construct and finish all the work required by the Contract Documents referre therein; to complete said work within Three hundred sixty five (365) calendar days after the worl issued; and to accept in full payment therefore the amount set forth below for all work actually p as computed by the Engineers as set forth in the Contract.

**Basis of Award**

**IT SHOULD BE NOTED THAT THE LOWEST RESPONSIBLE BID SHALL BE DETERMINED BY THE TOTAL OF THE BASE BID.**

The City reserves the right to select the Proposal, the award of which will be in the City's judgment, the lowest responsible Bidder whose bid complies with all the requirements prescribed, exclusive of technicalities waived.

**Note:     Item numbers omitted are not a part of the Contract.**



**ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET**  
**NUISANCE ABATEMENT - PROPERTY STRUCTURE SECURING**  
**BID NO. 18.111**

Item No.	Pay Item Description	Unit	Quantity	Unit Cost	Extension
<b>BID ITEMS 1-6: LOT(S) WITH STRUCTURES/OBSTRUCTIONS:</b>					
1	Lot 75'x130' or less- Handmowing	EA	80.0	\$ 130.00	\$ 10,400.00
2	Lot 75'x130' or less-Brushhog	EA	10.0	\$ 125.00	\$ 1,250.00
3	Lot over 75'x 130' less than 1/2 Acre Trimming	EA	10.0	\$ 150.00	\$ 1,500.00
4	Lot 1/2 acre to 1 Acre w/o Trimming	EA	10.0	\$ 145.00	\$ 1,450.00
5	Lot 1/2 acre to 1 Acre with Trimming	EA	100.0	\$ 150.00	\$ 15,000.00
6	Acreage over 1 Acre with Trimming	AC	5.0	\$ 250.00	\$ 1,250.00
<b>BID ITEMS 7-10: LOT(S) WITH NO STRUCTURES/OBSTRUCTIONS:</b>					
7	Lot 75'x130' or less -Brushhog	EA	80.0	\$ 100.00	\$ 8,000.00
8	Lot over 75'x130' less than 1/2 Acre- Brushhog	EA	10.0	\$ 150.00	\$ 1,500.00
9	Lot 1/2 to 1 Acre- Brushhog	EA	10.0	\$ 175.00	\$ 1,750.00
10	Acreage over 1 Acre with Trimming- Brushhog	AC	10.0	\$ 250.00	\$ 2,500.00
<b>BID ITEMS 11-14: LOT(S) WITH DEBRIS, TRASH REMOVAL, AND DISPOSAL:</b>					
11	Debris and Trash Removal	CY	1,500.0	\$ 23.00	\$ 34,500.00
12	Tire Disposal- up to 17"	EA	50.0	\$ 5.00	\$ 250.00
13	Tire Disposal- over 17"	EA	25.0	\$ 5.00	\$ 125.00
14	Tire Disposal- Tractor/Equipment Tires	EA	10.0	\$ 10.00	\$ 100.00
<b>BID ITEMS 15-19:BOARDING/SECURING STRUCTURE/S, STANDARD BOARDING:</b>					
15	Each Window (0-16 SF)	EA	100.0	\$ 50.00	\$ 5,000.00
16	Each Entry Door (17-32 SF)	EA	50.0	\$ 50.00	\$ 2,500.00
17	Each Patio Door (33-48 SF)	EA	5.0	\$ 60.00	\$ 300.00
18	Single Garage door (49-64 SF)	EA	5.0	\$ 60.00	\$ 300.00
19	Double Garage door (65-112 SF)	EA	5.0	\$ 80.00	\$ 400.00
<b>BID ITEMS 20-24:HIGH SECURITY BOARDING (IAW):</b>					
20	Each Window (0-16 SF) High Security	EA	10.0	\$ 57.00	\$ 570.00
21	Each Entry Door (17-32 SF) High Security	EA	10.0	\$ 70.00	\$ 700.00
22	Each Patio Door (33-48 SF) High Security	EA	5.0	\$ 70.00	\$ 350.00
23	Single Garage door (49-64 SF) High Security	EA	5.0	\$ 60.00	\$ 300.00
24	Double Garage door (65-112 SF) High Security	EA	5.0	\$ 80.00	\$ 400.00
<b>BID ITEMS 25-29:ADDITIONAL SERVICES:</b>					
25	2x4's for Framing	EA	50.0	\$ 6.00	\$ 300.00
26	Service or Wait Calls	HR	30.0	\$ 100.00	\$ 3,000.00
27	Completed by Owner. See Special Provisions.	EA	10.0	\$ 100.00	\$ 1,000.00
28	Security Fence Installation	LF	100.0	\$ 4.00	\$ 400.00
29	Water Drainage pumping	HR	40.0	\$ 200.00	\$ 8,000.00
30	Install 6-8' foot Wood Fencing	LF	100.0	\$ 20.00	\$ 2,000.00
31	Install 4-6 foot Chain Link Fencing	LF	50.0	\$ 12.00	\$ 600.00
32	Saw Use, numerous properties that require various fallen tree branches to be cut and hauled, in 1/2 hour increments.	HR	16.0	\$ 100.00	\$ 1,600.00
33	Special Projects, to cover out of the normal property abatement items in 1/2 hour increments	HR	20.0	\$ 100.00	\$ 2,000.00
34	Individual Trees, per individual tree not to exceed 6" inches in diameter	LS	1.0	\$ 200.00	\$ 200.00
35	Individual Trees, per individual tree over 6" inches and not to exceed 12"	LS	1.0	\$ 350.00	\$ 350.00
36	Individual Trees, per individual tree over 12" inches and not to exceed 24"	LS	1.0	\$ 800.00	\$ 800.00
37	Individual Trees, per individual tree exceeding 24" inches diameter	LS	1.0	\$ 1,800.00	\$ 1,800.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>109,495.00</b>



TOTAL BASE BID (ITEMS 1 - 34)

\$ 109,495.00

Enclosed is a ( ) Bidder's Surety Bond, ( ) Certified Check, ( ☒ ) Cashier's Check for

Five Thousand four hundred Seventy five <sup>75</sup>/<sub>100</sub> Dollars (\$ 5,474.75)  
Figures

which the City of Broken Arrow may retain or recover as liquidated damages in the event that the undersigned fails to enter into contract for the work covered by this proposal., provided the Contract is awarded to the undersigned within thirty (30) days, from the date fixed for opening of bids and the undersigned fails to execute said Contract and furnish the required bonds and other requirements as called for in these Contract Documents within thirty (30) days after award of Contract.

Dated at Broken Arrow, Oklahoma, this 19th day of September, 2017.

Respectfully submitted,

Momentum Services L.L.C.  
(Complete legal name of company)

Oklahoma  
(State of Organization)

By: 

Title: President

Printed Name: Brian Anthony Homberger

ATTEST:

Title: Corporate Secretary

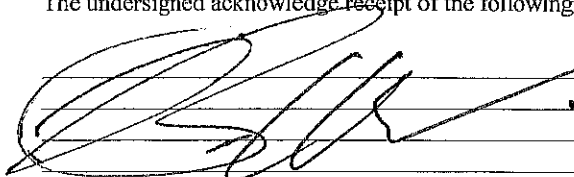
Printed Name:

(SEAL)

Address: 1216 E. Kenosha #327  
Broken Arrow, OK.  
74012

Telephone Number: 918-951-1753

The undersigned acknowledge receipt of the following Addenda (give number and date of each):

 "None Required"



Accompanying this Proposal is a [certified check] [cashier's check] [Bid bond] or [irrevocable letter of credit] (cross out three of four) for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) payable to the City of Broken Arrow, Oklahoma, as called for in the INSTRUCTIONS TO BIDDERS and it is hereby agreed that in case of failure of the part of the undersigned to execute the Contract as aforesaid and to deliver the same and the required Bonds, executed in the form attached hereto, to the City within ten (10) days from the date that notice of the acceptance of this Proposal is given the undersigned in writing by personal delivery or in by registered mail, the undersigned will be deemed to have abandoned the Contract, and thereupon the amount of the security shall be due and payable thereunder to the City of Broken Arrow, Oklahoma, as liquidated damages for such failure and not as a forfeiture.

In case this Proposal is accepted by the City of Broken Arrow, Oklahoma, the following surety company, namely:

Inswica IRI Agency

has agreed to become Surety on the Bond.

The undersigned acknowledges receipt of the following Addenda (give number and date of each):

Note: If the Proposal is made by an individual, it shall be signed with that individual's usual business signature, with the individual's business address and place of residence; if by a firm, the co-partnership name shall be signed by a member of the firm and the name and address of each member shall be given; if by a corporation, it shall be signed by a duly authorized officer, with the corporate name attested by the authorized officer subscribing his name, who shall file with the City, at the time of Bidding, a certified copy of the resolution of Directors or other proof of authority of the person subscribing such Bid to bind the corporation.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

(seal)

Respectfully submitted,

Signature

Owner/President

Title

83-0499219

Employer I.D. No.

(SEAL) - if BID is by a corporation

ATTEST:

Secretary/Witness

Momentum Services LLC.

Firm Name

1214 E. Kenosha #327

Address

Broken Arrow, OK. 74012

Address

918-951-1753

Telephone No.

9/14/2017

Date





INTEREST AFFIDAVIT

State of Oklahoma )  
County of Tulsa )§.

Brian A. Homburger, of lawful age, being first duly sworn, states that Affiant is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the Bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers, employees or design contractors (architect or engineer) of the City of Broken Arrow do have some direct or indirect interest in the Bidder's business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the Contract and to include any business relationship between the officers and directors of the proposed contracting parties of the project.

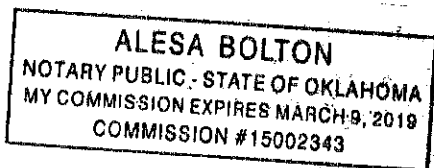
[Signature]  
Agent Authorized by Bidder/Contractor

Brian Anthony Homburger  
Legal Name of Bidder/Contractor

Subscribed and sworn to me this 14 day of September, 2017

My Commission Expires: March 9, 2019

[Signature]  
Notary Public





## REFERENCES

Please list references of past projects, which are similar to the project being Bid.

Type of Project: Nuisance Abatement  
Name of Company worked for: City of Tulsa  
Contract Person & Phone Number: Angela Bradley 918 527-291  
Address: 175 E. 2nd St. Tulsa OK. 74103  
Location of Project: Tulsa city limits  
Approximate Cost of Project: \$500,000.00 per year

Type of Project: Nuisance Abatement  
Name of Company worked for: City of Broken Arrow  
Contract Person & Phone Number: Joe Williford  
Address: Broken Arrow, OK.  
Location of Project: Broken Arrow city limits  
Approximate cost of project: \$50,000.00 per year

Type of Project: Tulsa County Health Dept.  
Name of Company worked for: Nuisance Abatement  
Contract Person & Phone Number: Todd Antry 918-595-4424  
Address: Tulsa County  
Location of Project: \_\_\_\_\_  
Approximate Cost of Project: \$10,000.00

1724

1724



# BID AFFIDAVIT

The following affidavit is to accompany the Bid:

## Affidavit of Non-Collusion

State of Oklahoma )

County of Tulsa )§.

Brian A. Homberger, of lawful age, being first duly sworn, on oath says that Affiant is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a part to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding; or with any State, County, or City official or employee as to quantity, quality, or price in the prospective Contract, or any other terms of said prospective Contract; or in any discussions between Bidder and any Federal, State, County or City official concerning exchange of money or other thing of value for special consideration in the letting of the Contract.

[Signature]  
Agent Authorized by Bidder/Contractor

Brian Anthony Homberger  
Legal Name of Bidder/Contractor

Subscribed and sworn to before me this 14 day of September, 2017

My Commission Expires: March 9, 2019

[Signature]  
Notary Public

ALESA BOLTON  
NOTARY PUBLIC, STATE OF OKLAHOMA  
MY COMMISSION EXPIRES MARCH 9, 2019  
COMMISSION #15002343







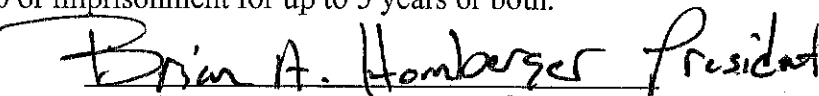


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

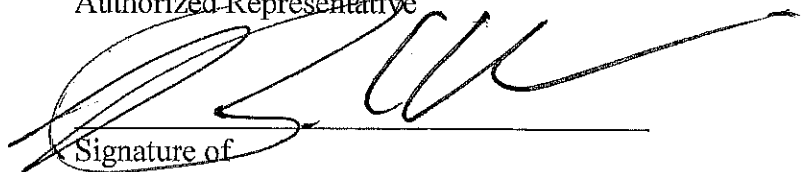
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- (b) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that any false statements on this certification may be grounds for rejection of this Proposal or termination of the award. In addition, under Title 18 U.S.C.A. § 1001, *et. seq.* a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

 Brian A. Homberger President

Typed Name & Title of  
Authorized Representative



Signature of  
Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached.



**(ONLY FOR CONTRACTS USING EPA FUNDING)**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**  
**MATTERS**

Instructions:

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement hereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see Title 40 C.F.R. § 32.510, Participants' responsibilities, in the attached regulation.

Where to submit:

The prospective EPA grant, loan or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions. A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the Contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (Title 40 C.F.R. Part 32) in each application kit. Applicants may reproduce those materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460  
(Telephone: 202-475-4025)

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STATUTORY BOND

Bond No.: 1018046

KNOW ALL MEN BY THESE PRESENTS, that we Momentum Services, LLC, as Principal(s) and Oklahoma Surety Company, a Corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma, in the penal sum of Sixty Thousand Dollars and No/100----- dollars (\$ 60,000.00 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents. Signed and sealed and delivered this 23rd day of October, 20 17, in triplicate counterparts.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, the said Momentum Services, LLC has on this 6th day of October, 20 17, entered into a written Contract with the City of Broken Arrow, State of Oklahoma for Nuisance Abatement Property Structure Securing according to the Plans and Specifications attached to said Contract, which includes the furnishing of all necessary tools, equipment, material and labor, in accordance with the Plans and Specifications contained in said Contract and made a part thereof, which Contract, Plans and Specifications, are by reference thereto made a part of this bond. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Terms and Conditions accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work or to the Plans and Specifications.

NOW, THEREFORE, if said Momentum Services, LLC shall pay all indebtedness incurred by the Contractor, or his Subcontractor who perform Work, in the performance of such Contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract, then this obligation shall become null and void; otherwise to be in full force and effect.

Momentum Services, LLC

Principal

By: 

Brian Homberger

Oklahoma Surety Company

Surety Company

By: 

Attorney in Fact, Sharon Stone

(Accompany this bond with Attorney-in-Fact's authority from Company) (One copy to be filed with the Clerk of the District Court)




**PERFORMANCE BOND**

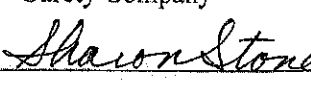
Bond No.: 1018046

KNOW ALL MEN BY THESE PRESENTS, that we Momentum Services, LLC, and Oklahoma Surety Company with general offices in Tulsa, OK, a corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as Surety, and held and firmly bound unto the City of Broken Arrow, Oklahoma, a municipal corporation existing under the laws of the State of Oklahoma, in the penal sum of Sixty Thousand Dollars and No/100----- dollars (\$ 60,000.00 ) lawful money of the United States, in payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents. Signed, sealed and delivered this 23rd day of October, 20 17.

WHEREAS, said Principal has entered into a written Contract with the City of Broken Arrow dated October 6, 20 17, according to the Plans and Specifications attached to said Contract, which includes the furnishing of all necessary tools, equipment, materials, and labor, a copy of which Contract, together with all Plans and Specifications is hereto attached and made a part hereof as if set out in full herein; and for the payment to the City of Broken Arrow, Oklahoma, of all sums due, or which may become due, by the terms of this Contract, as well as by reason of any violation thereof by the Principal herein; and for the payment of any and all judgments, costs of suits and actions brought against the City of Broken Arrow, Oklahoma, or its officers, for any cause whatever arising from, or on account of, any injuries or damage to life or property, suffered or sustained by any person, or persons, firm, or corporation, caused by the Principal herein, its agents, servants, or employees, in the construction of said Work, or by or in consequence of, any negligence, carelessness, or misconduct, in guarding or protecting the same, or from any improper defective materials used in the construction of said Work, or any act of omission of said Principal, or its agents, servants, or employees; and for the protection of the City of Broken Arrow, Oklahoma, against all suits or claims for infringements, or alleged infringements, or patent rights or processes. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work to be performed thereunder or the Plans and Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work or to the Plan and Specifications.

NOW, THEREFORE, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney in fact, duly authorized thereunto to do so, the day and year first above written and these presents have been executed in triplicate counterparts.

By:  Principal  
Brian Homberger  
Oklahoma Surety Company  
Surety Company

By:   
Sharon Stone  
Attorney in Fact









MAINTENANCE BOND

Bond No.: 1018046

WHEREAS, the undersigned, Momentum Services, LLC has executed Contract No. 18.111, dated the 6th day of October, 2017, designated and known as Nuisance Abatement Property Structure Securing for the construction of \_\_\_\_\_ including all of the Work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the Terms and Conditions and the Plans and Specifications thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Momentum Services, LLC of 1216 E. Kenosha St. S-327, Broken Arrow, OK as Principal, and as Surety, are jointly and severally, firmly held and bound into the City of Broken Arrow the sum of Sixty Thousand Dollars and No/100----- dollars (\$ 60,000.00) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

\*Oklahoma Surety Company

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Broken Arrow that all work done under said Contract was constructed with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project by the City of Broken Arrow, and that all the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of One (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 1216 E. Kenosha St., S-327, Broken Arrow, OK and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period that the said Principal and Surety shall jointly and severally be liable to the City of Broken Arrow, Oklahoma, for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered the 23rd day of October -' 2017.

Momentum Services, LLC

Contractor Principal

By

Brian Homberger

Attest:

Title

Oklahoma Surety Company

Surety (seal)

Title (seal)

Sharon Stone

Attorney in Fact, Sharon Stone

(Accompany this bond with Power of Attorney)

Approved as to Form:

Attorney



# OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Bryan E. Berman, Jeff R. Johnson, Lynn Pelnik and Sharon Stone, all of TULSA, OK**

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11 day of February 2015



ATTEST:

*Sharon Hackl*

SHARON HACKL

Secretary

OKLAHOMA SURETY COMPANY

*Todd Bazata*

TODD BAZATA

VICE PRESIDENT

On this 11 day of February, 2015, before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS



Commission # 11008253

My Commission expires: 09-08-15

*Julie Callahan*

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 23<sup>rd</sup> day of October, 2017



*Sharon Hackl*

SHARON HACKL

Secretary

VOID IF BOX IS EMPTY



# CITY OF BROKEN ARROW'S STANDARD CONTRACT TERMS AND CONDITIONS FOR A PUBLIC CONSTRUCTION PROJECT

## 1.0 DEFINITIONS

1.1 The following Definitions are for terms utilized in the Contract Documents. Whenever these terms appear in any of the Contract Documents relating to this Public Construction Project, the following terms (or pronouns in place of them) and definitions for those terms govern. If a term is defined but is not utilized within any of the Contract Documents for a particular Public Construction Project, then it will not apply.

1.1.1. AASHTO means the American Association of State Highway and Transportation Officials.

1.1.2. Addenda means any additional or supplemental documents, which were not included with the Bid packet and are usually written interpretations or modifications of the Contract Documents, provided prior to Bid opening.

1.1.3. ASTM means the American Society of Testing and Materials.

1.1.4. AWWA means the American Water Works Association.

1.1.5. Bid means the Bidder's Proposal with all documents attached thereto by the Bidder, submitted by the Bidder to perform the Work, which Bid shall become a part of the Contract Documents upon becoming successfully awarded to the Bidder.

1.1.6. Bidder means any person, partnership, joint venture or corporation submitting a Proposal for performing the Work.

1.1.7. Bond(s) mean(s) the Proposal Guaranty, Performance Bond, Statutory Bond or Maintenance Bond furnished by the Contractor and the Surety to the City as a guaranty that the Contractor will enter into a Public Construction Contract with the City and completely perform the Contract according to its terms and conditions.

1.1.8. City means the City of Broken Arrow, Oklahoma, a municipal corporation or any of its Trusts or Authorities as indicated by the entity executing this Contract, its duly elected and qualified governing body and/or its agents and officers duly authorized to act for the City or to represent the City relative to this Contract and to perform the powers and duties specified by the City hereunder.

1.1.9. Change Order(s) mean(s) a written order to the Contractor for Extra Work, increases or decreases in Contract quantities and additions or alterations to the Plans or Specifications, within the scope of the Contract.

1.1.10. Construction Project means the Public Construction Project for which the Work is to be completed under the Contract Documents.

1.1.11. Contract means the Public Construction Contract, executed by the parties, which pertains to the performance of and the furnishing of labor and materials for the Work on the Public Construction Project. The Contract includes all of the Contract Documents, whether attached thereto or incorporated by reference.

1.1.12. Contract Administrator means the City representative primarily responsible for administration and oversight of the Contract. The Contract Administrator will be the Director of Engineering and Construction or the Director of Engineering and Construction's designee or the



Contract Administrator may be the Project Engineer, however the Contract Administrator does not have to be the Project Engineer. (See Definition for Project Engineer)

1.1.13. Contract Documents mean all the documents included in the Bid Packet, which includes, but is not limited to, the Notice to Bidders, Invitation to Bid, Instructions to Bidders, Proposal Form, Performance Bonds, Statutory Bonds, Maintenance Bonds, the successful Bidder's Bid, City of Broken Arrow's Standard Contract Terms and Conditions for Public Construction Projects and the Plans and Specification, other Drawings, Supplemental Agreements, Supplemental Plans and Specifications, other Drawings and/or other data and may also refer to the unsigned forms of such documents.

1.1.14. Contractor means the corporation, partnership, company, firm or individual, named and designated in the Contract and who has entered into this Contract or the performance of the Work covered thereby and/or the Contractor's duly authorized agents and other legal representatives.

1.1.15. Days mean calendar days unless otherwise specified.

1.1.16. Drawings means and includes all Drawings, Plans or other Drawings prepared by the City or by an Architect/Engineering firm contracted with the City that were included in the City's Proposal for Bids; all Drawings submitted by the successful Bidder with the successful Bidder's Proposal and used as a basis for the successful Bid; all Drawings by the Contractor when and as approved by the Contract Administrator and/or Engineer; and all Drawings submitted by the City to the Contractor during the progress of the Work as provided for herein.

1.1.17. Engineer means the Director of Engineering and Construction of the City or the engineer or engineers who have been designated, appointed or employed by the City for this Work or the Engineers' duly authorized agents; such agents acting within the scope of the particular duties entrusted to such agents in each case.

1.1.18. Extra Work means work that is unforeseen or Work made necessary by alteration of Plans and Specifications or necessary to complete the Work for other reasons, for which no specific prices or compensations are provided in the Contract. Extra Work shall be performed by the Contractor in accordance with the Plans and Specifications and as directed; provided, however, before any Extra Work is started, a written order from the Contract Administrator shall be delivered to the Contractor to do the Extra Work.

1.1.19. Inspector means the authorized representative of the Engineer or the technical inspector or inspectors duly authorized by the Contract Administrator, assigned to make a detailed inspection of any or all portions of the Work, or materials thereof.

1.1.20. Laboratory means the laboratory or laboratories employed by the Contractor for testing the materials used in the Work.

1.1.21. Lump Sum means the price or an item of Work including all things necessary to complete the item as shown on the Plans and Specifications. Such an item is not measured in units but is defined by description.

1.1.22. Maintenance Bond means the Surety Bond that secures that the Work performed was in accordance with the Contract Documents and that for a period of time after completion of the Work the Contractor will continue to perform such maintenance and/or repairs on the Project arising from any failures or defects in materials or workmanship or asset set out in the Contract Documents.

1.1.23. Materials mean all raw and prepared materials and manufactured and fabricated products entering into the finished Work.

1.1.24. Notice to Bidders means the notice provided by the City to Bidders to inform them of the Public Construction Project and Work contemplated by this Contract.

1.1.25. Performance Bond means the Surety Bond that secures that the Work to be done in accordance with the Contract Documents and will be performed in the entirety.

1.1.26. Plans and Specifications means those specific items or Drawings identified for this Public Construction Project regarding construction equipment, construction details, material details, details pertaining to the methods of manner of performing the Work, the equipment to be used, or to the quantities or qualities of materials to be furnished for the Work, which are bound into and are a part of the Contract Documents. They also include the official Drawings or Plans and the profiles, typical cross sections, general cross sections, working Drawings and supplemental Drawings, or exact reproductions thereof, prepared or approved by the Engineer, which show the location, character, dimensions and details of the Work.

1.1.27. Project means the Public Construction Project and the Work contemplated by this Contract.

1.1.28. Project Engineer means the Professional Engineer responsible for interpreting Plans and Specifications and/or Drawings for the Project. The Project Engineer may also act as the Contract Administrator.

1.1.29. Proposal means the offer of the Bidder to perform the Work, when completed and submitted on the prescribed Proposal Form, properly signed.

1.1.30. Proposal Form means the form required by the City, prepared and submitted by the Bidder to make a formal Bid for the performance of the Work.

1.1.31. Proposal Guarantee means the security furnished by the Bidder as a guaranty that the Bidder will enter into the Contract with the City to complete the Work if the Bidder is the successful Bidder and that the Bidder will secure the performance of the Contract.

1.1.32. Public Construction Project means any one of the numerous Projects commenced by the City and paid for out of public funds. It may include any number of parts or divisions, which the Work is divided for the purpose of awarding Public Construction Contracts. Any one (1) Public Construction Contract may, when provided for in the applicable Notice to Bidders, cover Work for more than one Public Construction Project.

1.1.33. Public Road means any road, highway, street, alley or way, which is open or has been dedicated to be used by the public, regardless of by whom, or by what agency or divisions of government, it is owned, controlled or maintained.

1.1.34. Special Provisions means the portion of the Contract setting forth terms and conditions or requirements peculiar to the Work or materials involved in the Proposal and not satisfactorily or completely covered by the Standard Contract Terms and Conditions or the Supplementary Plans and Specifications or may be utilized for setting out additional terms and conditions and/or covenants of the Contract.

1.1.35. Statutory Bond means the Surety Bond that secures the Work will be done in accordance with the Contract Documents, which includes the furnishing of all necessary tools, equipment, material and labor, in accordance with the Contract Documents.

1.1.36. Subcontractor means any person, partnership, joint venture or corporation undertaking to perform any part of the obligations of the Contractor, with the written consent of the Contract Administrator.

1.1.37. Superintendent means the executive representative of the Contractor, present on the Work at all times during its progress, authorized to receive and fulfill instructions from the Engineer, and capable of superintending the Work efficiently.

1.1.38. Supplemental Agreements means written agreements executed by the Contractor and by the City covering alterations necessary to the Work, as hereinafter provided.

1.1.39. Supplemental Plans and Specifications means additions to and amendments of the General Specifications. Included in them will be construction and materials Specifications, and provisions regarding pay items, relating to the Work. Only those portions of the Supplemental Specifications, which are specifically mentioned in the Notice to Bidders or the Proposal, constitute a part of the Contract Documents.

1.1.40. Surety means the corporate body which, or the individual or individuals who, is bound with and for the Contractor under the Performance Bond for the performance of the Contract according to its terms, under the Statutory Bond as required by law, the Maintenance Bond for the performance of maintenance according to its terms. A Surety company authorized to do business in the State of Oklahoma, having a local representative, and satisfactory to the City, will be required as Surety on the required bonds.

1.1.41. Surety Bonds means the Performance Bond, Statutory Bond, the Maintenance Bond and the Bond required by the Oklahoma Tax Commission for non-resident contractors and non-resident subcontractors.

1.1.42. MUTCD means the Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition.

1.1.43. Unit Price means the price per specified unit of measurement of Work and/or material.

1.1.44. Work means all work specified in the Specifications or indicated on the Plans for the contemplated construction and covered by the Contract.

1.2. Whenever the words "as ordered", "as permitted", "as directed", or words or phrases of like significance are used, it is understood by the parties that the order of directions, requirements, permissions or allowances of the Contract Administrator govern.

1.3. Similarly, the words, "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory" or words of like effect and significance, unless otherwise specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory as in the judgment of the Contract Administrator.

## 2.0 SCOPE

2.1. The Contract Terms and Conditions, which follow, are general in scope and may refer to conditions that will not be encountered in the performance of the Work included in this Public Construction Contract and are therefore not applicable hereto. Any Terms and Conditions, requirements, provisions or other stipulations of the Contract Documents, which pertain to a nonexistent condition and are not applicable to the Work performed hereunder, shall have no meaning to the Contract. All Terms and Conditions, requirements, provisions or other stipulations that are encountered in the performance of the Work or are significant to the Terms and Conditions of the Contract shall fully apply and be strictly adhered to.

2.2. The Plans and Specifications are intended to supplement, but not necessarily duplicate each other and together constitute one (1) complete set of Plans and Specifications, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, so that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer.

2.3. Should anything be omitted from the Plans and Specifications that was not previously identified prior to the Contract being awarded to the Contractor and which is necessary for a clear understanding of the Work or it appears that various instructions are conflicting, then the Contractor shall request written instructions from the Engineer to clarify such omissions or discrepancies.

2.4. The Plans and Specifications and all Supplemental Documents are an essential part of the Contract and a requirement appearing in one is as binding as if it appeared in all. All Contract Documents are intended to be complementary to complete the Work.

2.4.1. In case of a discrepancy in the dimensions, the governing ranking will be: 1) Plans and Specifications Dimensions; 2) Calculated Dimensions; 3) Standard Specifications; 4) Standard Plan Sheets; 5) Scaled Dimensions.

2.4.2. In case of a discrepancy in the information, the governing ranking will be: 1) Plans and Specifications; 2) Supplemental Specifications; and 3) Standard Plan Sheets.

2.4.3. The Addenda attached to the Contract shall govern over all Contract Documents except Amendments or modifications to the Contract authorized by the City and executed by the parties.

### 3.0 CONTRACT ADMINISTRATOR'S POWER AND DUTIES

3.1. The Contract Administrator shall give all orders and directions contemplated under the Contract Documents relative to the execution of the Work. The Contract Administrator shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials, which are to be paid for under this Contract and shall decide all questions relative to said Work and the construction thereof. The Contract Administrator's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to the Contract Documents, the Contract Administrator's determination or decision shall be a condition precedent to the right of the Contractor to receive any money under this Contract for anything affected in any manner or extent by such questions.

3.2. The Contract Administrator or Project Engineer shall decide the meaning and intent of any portion of the Plans and Specifications or Drawings, where the same may be found obscure or be in dispute; and the Contract Administrator or Project Engineer shall have the right to correct any errors or omissions therein when such corrections are necessary to properly perform the intent of Plans and Specifications or Drawings. Any such corrections shall be implemented immediately from the time that the Contract Administrator gives notice, in writing thereof, to the Contractor.

3.3. Any differences or conflicts, which may arise between the Contractor and other contractors with the City in regard to the Work to be performed under this Contract shall be determined and resolved by the Contract Administrator.

3.4. Nothing in this Section 3 shall be construed as authorizing any changes to the Contract that increase the Contract cost to the City, decrease the aggregate value of the materials furnished to the City or increase the time of completion. Such changes to the Contract can only be made in writing and shall be executed by the parties in the manner set out herein.

3.5. Nothing in this Section shall be construed to for Bid conferences between the Contractor and the City in the case of actual disputes with the Contract Administrator; provided that the Contract Administrator and the Contractor must negotiate in good faith in an attempt to resolve any disputes prior to and as a condition for such issues being raised and discussed with the City. The City reserves the right to require the Contract Administrator and the Contractor to agree upon any proposed changes or to get a full and complete report from both the Contractor and the Contract Administrator and reserves the right to conduct an independent investigation prior to responding to any dispute that cannot be resolved between the Contract Administrator and the Contractor.

3.6. The Contract Administrator or Project Engineer shall decide all questions, which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance and rate of progress of the Work, whether or not such questions involve the interpretation of the Plans and Specifications. The Contract Administrator's or Project Engineer's decision on such questions shall be final and the Contract Administrator or Project Engineer shall have executive authority to enforce and make effective such decisions and orders.

#### 4.0 TIME FOR COMPLETION

4.1. The Work shall be commenced within ten (10) days from and after the date of written order from the City. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at a uniform rate of progress to ensure completion within the number of days stated in the Proposal. It is understood and agreed that the said time for the completion of the Work described herein is a reasonable time for the completion of the same.

4.2. If required by the Contract, the Contractor shall furnish the Contract Administrator with a proposed progress schedule, in a format approved by the Contract Administrator, setting forth in detail the procedure the Contractor proposes to follow, giving the dates that the Contractor expects to start and complete separate portions of the Work. If the Contract Administrator deems it desirable, the Contract Administrator may require the Contractor to furnish revised progress schedules not less often than quarterly. Such revised progress schedules shall show the start dates and the completion dates (or proposed completion dates) of all or any portion of the Work that such a revised schedule is required.

4.3. Time is of the essence for completion of this Contract. If the Contractor fails to complete the Work within the time specified, then the Contractor agrees to pay the City, not as penalty, but as liquidated damages for such breach of Contract, the amount set forth in the Contract Documents for each day of failure to complete the Work after the specified time set forth in the Bid Proposal. In the event the Contractor does not maintain the Work schedule approved by the Contract Administrator, a sum equal to the liquidated damages for the number of days Contractor is behind schedule may be retained by the City out of the amounts due the Contractor from time to time, to guarantee the City against losses by reason of the failure of the Contractor to complete the Work or any part thereof in the time provided herein. The amount of damages finally determined to be due may be withheld from any sums finally determined to be due Contractor hereunder, or otherwise.

4.4. If the Plans and Specifications set a definite and certain time for the performance of any act and the Contract allows additional time for the completion of any Work, the additional time for completion shall govern in this Contract.

4.5. Should the Contractor be delayed in the final completion of the Work by any act or neglect of the City or Contract Administrator or by any employees of either or by strikes, injunctions, fire or other force majeure and in the opinion of the Contract Administrator such delay could not have been anticipated or avoided, then an extension of time sufficient to compensate for such delay shall be granted by the City, provided, however, that the Contractor shall give the City and the Contract Administrator notice in writing of the cause of delay within ten (10) days of the occurrence of the event that caused the delay.

4.5.1. Force Majeure means an "Act of God" such as an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the Work is being done, shall not be construed as an Act of God and no extension of time will be granted for the delays resulting there from. No extension of time will be granted for any delay or suspension of the Work due to the fault of the Contractor. No extension of time on account of a delay due to unforeseen causes will be granted if a written request is not filed with the Contract Administrator within ten (10) days of the date of the occurrence of the Act of God.

4.6. The City shall not be liable or responsible to the Contractor, Surety or any other person for or on account of any Work stoppages or delays arising out of an injunction or any other kind of legal or equitable proceeding or from, by or on account of any other cause whatsoever.

4.7. If the Contract be amended in any material respect and the City determines that such amendment will cause delay in the completion of the Work, the City shall postpone the completion time by the number of days it determines to be equitable.

4.8. If the Contract Administrator suspends the Work in whole or in part the Contract Administrator shall postpone the time for completion of the Work by the number of days, if any, that the Contract Administrator determines to be equitable.

4.8.1. The Contract Administrator may instruct the Contractor to delay the start of the Work or suspend the operations in whole or in part for the length of time the Contract Administrator may deem necessary because of conditions that the Contract Administrator considers unfavorable for commencement of the Work. In such an event, the Contractor shall start or resume the Work when notified to proceed by the City Contract Administrator.

4.9. If the Contractor fails to perform or complete any of the Work to the reasonable satisfaction of the City within any of the times allowed by the Contract or if the Contractor fails to discharge any of the Contract obligations, the City may, upon written notice to the Contractor, terminate the Contract. Failure of the City to exercise its rights to terminate shall not be deemed a waiver of said right or any other rights or privileges hereunder or by law with respect to any continuing or subsequent breaches of this Contract.

4.9.1. If the City terminates the Contract as provided herein, no payments of any type, other than payment due and payable at the time of termination shall thereafter be made to the Contractor. The default in completing the Work within the time allowed by the Contract will result in the payment of liquidated damages. The City shall recover liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor and if said monies are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

## 5.0 LIQUIDATED DAMAGES

5.1. Liquidated damages for this Contract are the sum of One Thousand dollars and no cents (\$ 1,000.00 ) per day for each day the Contractor exceeds the Contract time for completion. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained by the City in such event.

## 6.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES REGARDING THE WORK

6.1. The Plans and Specifications that indicate general outlines and details necessary for a comprehensive understanding of the Work are part of the Contract and are on file in the Contract Administrator's office. The Contractor will receive five copies of these Plans and Specifications, free of charge. The Contractor shall keep one copy of each at the site of the Work. The Work shall be constructed in all respects in compliance with requirements of the Plans and Specifications. The approved Plans and Specifications will be supplemented by working and Supplemental Drawings as necessary to adequately define the requirements and information given on the approved Plans and Specifications. No changes shall be made on any Plan and Specification or Drawing after the same has been prepared or approved by the Engineer, except on the direction of the Engineer.

6.1.1. The Contractor shall furnish, on sheets of the size required by the Engineer, such working Drawings not furnished by the City as may be required by the Engineer for any part of the finished construction. Upon completion of the Work, the Contractor shall deliver to the City a complete set of said Drawings on a good-quality bond paper. Shop Drawings may be submitted in pencil on a good grade of tracing paper.

6.1.1.a. The compensation of the Contractor for furnishing all working Drawings shall be included in the prices Bid for the various scheduled items.

6.1.2. Working Drawings for any structure shall consist of such detailed Supplemental Plans and Specifications as may be needed for the prosecution of the Work and which are not included in the Plans and Specifications furnished by the City. They shall include shop details, erection plans, masonry-layout diagrams and bending diagrams for reinforcing steel and must be approved by the Engineer before any Work involving these Supplemental Plans and Specifications shall be performed. Plans for cribs, cofferdams, falsework, centering and formwork may be required by the Engineer, and in such cases shall be likewise subject to approval, unless approval be waived by the Engineer.

6.1.3. It is expressly understood and agreed that approval by the Engineer of the Contractor's working Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. The Contractor shall be responsible for obtaining the approval by the Engineer of his working Drawings and for their conformity with the Plans and Specifications.

6.2. If any Work consists of repairs, extensions, or alterations of existing structures, the Contractor shall make measurements of prior construction as may be required to accurately join the old construction with the new Work. Any measurements, which may appear in the Plans and Specifications that indicate the extent and nature of such repairs, extensions and alterations, shall not relieve the Contractor of this responsibility.

6.3. Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the Plans and Specifications. Any deviations from the Plans and Specifications and approved working Drawings may be required by the exigencies of construction and will in all cases be determined by the Engineer and authorized in writing.

6.4. The Contractor shall give the Work the constant attention that is necessary to facilitate the progress thereof and shall cooperate in every way possible with the Contract Administrator, Engineer, other Contractors, public agencies, railroads, public utilities and all other agencies and persons involved in the Work. The Contractor shall at all times have a competent Superintendent, capable of reading and thoroughly understanding the Plans and Specifications, who shall act as the Contractor's agent for the Work and who shall receive instructions from the Contract Administrator or Engineer.

6.4.1. Such Superintendent shall have full authority to execute and shall execute the orders and directions of the Contract Administrator without delay and shall promptly supply such materials, tools, equipment, and labor as may be required. Such Superintendent shall be furnished irrespective of the amount of Work sublet.

6.5. The Engineer will furnish survey data and benchmarks for the Work. The Contractor shall stake lines, grades, structures and temporary benchmarks and shall lay out from the Work to be performed under this Contract. The Contractor shall be responsible for the finished Work conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish offset base lines, reference points, slope stakes, supplementary benchmarks and any other horizontal and vertical control not established by the Engineer. The cost to the Contractor of laying out the Work as above described shall be included in the amounts Bid for the various scheduled items. The Contractor shall notify the Engineer in writing not less than five (5) days in advance, when benchmarks and section lines are required. Each request for stakes and other engineering services described herein shall, except in emergency, cover sufficient Work for not less than one (1) full day of the workforce needed for the Work. The Contractor shall exercise care in the preservation of stakes and benchmarks set for the Work. If any such stakes or benchmarks be damaged, lost, displaced or removed by the Contractor, the Contractor shall have them reset at the Contractor's expense.

6.6. The Contractor shall furnish the Engineer, laboratory representative and Inspectors with every reasonable facility for ascertaining whether or not the Work performed and materials used are in accordance with the requirements of the Contract. If the Engineer requests, the Contractor shall at any time before final acceptance of the Work remove or uncover such portion of finished Work as may be specified. After examination by the Engineer, the Contractor shall restore said portions of the Work to the standard required by the Plans and Specifications. Should any portion of the Work thus exposed and examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, will be paid for as Extra Work but should any portion so exposed and examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, shall be at the Contractor's expense. No Work shall be done nor materials used without suitable supervision by the Contractor or without inspection. Failure of the City to reject any defective Work or materials shall not in any way prevent later rejection when such defects are discovered.

6.6.1. When any railroad corporation is directly affected by the Work, the Work shall be subject to the inspection of its representatives. Such inspection shall not make the railroad corporation a party to this Contract, and will in no way interfere with the rights of either party hereunder.

6.7. Holes resulting from the removal of test cores shall be refilled by the Contractor with materials similar to that of the cores and be compacted and finished to conform to the surrounding construction. The cost of such Work shall be included in the amount of the Bid for the various scheduled items.

6.8. The Contractor, at his own expense, shall remedy, remove and/or replace all rejected Work in a manner acceptable to the Contract Administrator. Any Work done beyond the lines and grades shown on the Plans and Specifications or as given by the Engineer, except as herein provided, or any Extra Work done without authority, will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Should the Contractor fail to remedy, remove and/or replace the rejected Work, the Contract Administrator shall have authority to cause any rejected Work to be remedied, removed or replaced and any unauthorized work to be removed and the costs thereof shall be deducted from any monies due or to become due to the Contractor.

6.9. The Contractor shall be responsible for all damages caused by his equipment or operations. No loads shall be placed or permitted on a pavement or base before the expiration of the curing period.

6.10. With respect to all Work performed under this Contract, the Contractor shall:

6.10.1. Comply with the safety standards provisions or applicable laws, building and construction codes and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), as amended and the requirements of Title 20 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75 - Saturday, April 17, 1971, as amended.

6.10.2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

6.10.3. Maintain at the Contractor's office or at an obvious location at the job site, all items necessary for giving first aid to anyone injured on the job site. In no case shall the Work commence until the Contractor has made standing arrangements for removal of injured persons to a hospital or a doctor's care.

6.10.4. During the performance of the Contract, if any operation, practice or condition is deemed unsafe by the Contract Administrator, the Contractor, when advised by the Contract Administrator, shall take any necessary corrective actions as shall be appropriate in the circumstances or as shall be directed by the Contract Administrator.



6.10.5. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for the safe prosecution of the Work at all times.

6.11. The Contractor shall provide all necessary pumps, drains, ditches and other means for removing water from the site of the Work, and shall satisfactorily remove the water. Contractor shall provide additional pumps or drains at any place where the Contract Administrator deems them necessary.

6.12. If performing the Work in any way involves cutting, obstructing, or otherwise making impassable, with safety, the traveled surfaces of any existing Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, such detours, by-passes and temporary approaches, without undue delay to the traffic that passes over such Public Road. In all such cases, while performing the Work that in any way impedes traffic or endanger persons or property moving over Public Roads, the Contractor shall provide flagmen and warning signs and all other traffic and safety controls, as may be necessary for adequate protection of the traveling public against all hazards created or involved in performing the Work. The maintenance of a temporary way in a safe and passable condition shall include prompt snow removal and de-icing. When the Work affecting any Public Road prevents normal ingress to and egress from any lands abutting such Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, temporary means of ingress to and egress from such lands; these shall be so maintained until the original means of ingress and egress are restored by the Contractor or until any permanent alternative means of ingress and egress required by the Plans and Specifications shall have been constructed and open to travel.

6.12.1. Unless and to the extent otherwise specifically provided in the Proposal, the cost of maintenance of local traffic shall be included in the amounts Bid for various scheduled items.

6.13. The Contractor shall provide for the removal of all dirt and materials that are spilled on existing pavements over which the dirt or materials are hauled or washed or otherwise deposited from the trucks utilized in performing the Work and whenever in the opinion of the Contract Administrator or the City of the existing pavement, the accumulation is sufficient to cause the formation of mud, interfere with drainage or create a traffic hazard.

6.14. All fences, buildings, non-used structures and obstructions of any character to the construction of the Work, which are within the limits of the right-of-way, shall be removed or otherwise disposed of by the Contractor.

6.15. The Contractor, subject to the approval of the Contract Administrator, may use in the performance of the Work, such stone, gravel, sand and other materials as may be found in any excavation, which the Contractor is required to make, and will be paid for the excavation of such materials, at the Contract prices therefor. However, the Contractor shall replace such materials, at their own expense, with other suitable material all of that portion of the material so removed and used as was provided in the Plans and Specifications to be used in embankments, backfills, approaches or otherwise. No charge for materials so used will be made against the Contractor except the replacement herein provided for. The Contractor shall not excavate nor remove any material from within the right-of-way, which is not a required excavation as indicated by the slope and grade line, without written authorization from the Contract Administrator.

6.16. Immediately upon completion of any portion of the Work, the Contractor shall restore all fills, topsoil and utilities to their location and condition prior to construction.

6.17. The City reserves the right to do work by other contractors or by City forces and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Work. The Contractor shall conduct his Work and cooperate with such other parties so as to cause as little interference as possible with such other work and as the Contract Administrator may direct. The Contractor shall make no claims against the City for additional payment due to delays or other conditions created by the operations of such other parties. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Work, the Contract

Administrator will decide as to such rights in order to secure the completion of the Work. The Contract Administrator's decision shall be final and binding on the Contractor.

6.18. Upon commencing the Work, the Contractor shall have suitable photographs, or digital imaging satisfactory to the Contract Administrator, taken on or about the first of each month showing the general condition of the Work. Copies of each view shall be supplied to the Contract Administrator, without charge, as soon as practicable after the first of each month. The City shall retain the negatives or discs. The cost of furnishing the photographs shall be included in the amounts Bid for the various scheduled items

6.19. Upon the presentation an authorized permit, which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Contract Administrator may authorize the Contractor to allow the party bearing such permit to make openings in the Work or in public roads crossing the Work.

6.20. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the Contractor's employees and City representatives to comply with the requirements and regulations of the Oklahoma Department of Health, Oklahoma Department of Environmental Quality, and other authorities having jurisdiction and shall commit no public nuisance. Portable facilities shall be provided at the Work sites.

6.21. No public road shall be closed to the public until the Contract Administrator has authorized such action in writing.

6.21.1. The Contractor shall notify the Contract Administrator in writing at least ten (10) days in advance of the date proposed to close any portion of a public road.

6.21.2. Unless otherwise indicated on the Plans and Specifications or in other Contract Documents, the width of the traveled roadway on the approaches to any bridge supporting a Public Road shall be not less than the width of the roadway of the bridge itself.

6.21.3. Materials stored upon the Right-of-Way or elsewhere shall be placed in a manner that causes no obstruction to the traveling public.

6.21.4. The Contractor shall furnish, erect, maintain and upon reopening the public road shall remove all barricades, Temporary Route, Road Closed, Load Limit, Warning and other required sign used for temporary routes or road closures. These signs, when utilized, including the signs utilized to close Public Roads at each point where traffic leaves it, shall be lighted and maintained by the Contractor.

6.21.5. When any Public Road is closed, the Contractor shall provide, erect and maintain barricades, approved by the Contract Administrator. The Contractor shall also provide, erect and maintain suitable and sufficient lights and danger signals (1) at the limits of each closed portion, (2) where other Public Roads intersect the Work and (3) at such other points as are shown on the Plans and Specifications, in accordance with the MUTCD.

6.21.6. When any Public Road is under construction, serving as a detour or is being used by the traveling public, the Contractor shall maintain, by the use of labor, equipment and materials, that portion of the Public Road being so used that it shall be kept smooth and free from holes, ruts, ridges, bumps, and dust, and it shall be sloped and provided with the necessary outlets to drain freely, including during periods of suspension of the Work. The Contractor shall maintain all structures on such portions of such Public Roads in a condition for safe and convenient use. The Contractor shall also furnish and maintain such guardrails, temporary guide markers as described in the MUTCD, lights, signs, other traffic-control devices, and flaggers as may be necessary to

maintain safe traffic conditions. The Contractor may furnish, erect and maintain such additional signs and safety devices as they deem essential and as approved by the Contract Administrator.

6.21.7. The installation and operation of all traffic-control and safety devices shall conform to the requirements of the latest and current edition or revision of the MUTCD.

6.21.8. All flaggers furnished for the protection of the public and direction of traffic shall wear high-visibility safety apparel conforming to the MUTCD at all times during the performance of their duties. Flaggers shall be properly trained and shall perform their duties in a courteous manner to ensure the safety and convenience of the traveling public within the limits of the traffic controlled area. The Contractor shall immediately correct any deficiency in number, equipment or procedure of flaggers which is brought to their attention by the Contract Administrator or otherwise.

6.21.9. Each flagger shall be supplied with the necessary equipment.

6.21.10. Between the hours of sunset and sunrise, each flagger shall be equipped with retro-reflectorized or lighted equipment conforming to the MUTCD. Except in emergency situations, flagger stations shall be illuminated at night.

6.21.11. At locations where workers and equipment are adjacent to the part of the highway used by the traveling public, construction and maintenance signage shall be installed in accordance to the MUTCD.

6.21.12. Whenever it is necessary to divert the flow of traffic from its normal lanes of travel into another lane of travel, the lane of travel for such diverted traffic shall be clearly delineated by temporary guide markers or barricades. On tangents, the temporary guide markers shall be spaced no farther apart than two hundred (200) feet; and on curves, as directed by the Contract Administrator. Between the hours of sunset and sunrise each temporary guide marker, unless suitably reflectorized, shall be illuminated by a warning lights placed on top of it, and each barricade shall be illuminated by sufficient warning lights and marked by reflectorized devices to make the temporary guide marker clearly visible. All markers, warning lights and reflectorized devices shall be furnished and maintained by the Contractor.

6.21.13. The Contractor may, in lieu of flaggers supplementing them, install and operate a manually controlled signal approved by the Contract Administrator. Where the vertical distance between the top edge of the pavement and the adjoining berm is four inches (4") or more, the Contractor shall, at the direction of the Contract Administrator, either correct the condition by placing suitable material against the edge of the pavement or may erect and maintain temporary guide markers as hereinbefore described.

6.21.14. Whenever one-way traffic is put into effect for a distance of not to exceed two hundred (200) feet, at least one (1) flagger shall be used during daylight hours and at least two (2) flaggers shall be used between sunset and sunrise. Whenever the length of one-way traffic exceeds two hundred (200) feet, a minimum of two (2) flaggers or traffic signals shall be used during the daylight hours. Whenever either end of a portion of a Public Road restricted to one-way traffic is not visible for an approach distance of at least five hundred (500) feet a sign or traffic signal approved by the Contract Administrator shall be placed approximately five hundred (500) feet from the end of the restricted area. The sign or traffic signal shall be properly lighted between the hours of sunset and sunrise. The Contractor shall furnish and maintain positive and quick means of communication between the flaggers or traffic signals at opposite ends of the restricted area. The Contractor shall keep the flaggers supplied with sufficient signaling equipment.

6.21.15. Equipment and materials stored on any Public Road shall at all times be marked. From the hour of sunset to sunrise, any such material or equipment stored between the side ditches or

between the lines five (5) feet behind any raised curbs shall be clearly outlined with warning lights or other equally dependable devices in conformance with the MUTCD and approved by the Contract Administrator. In addition, when the restricted portion of a Public Road includes sidewalks, the Contractor shall provide any other light, barricades, etc., that may be needed for the protection of pedestrian traffic. No earth or other material shall be dumped or stockpiled on any new or existing pavement. Such material shall be kept clear of pavement areas at all times.

6.21.16. All barricades, signs, and obstructions shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise. Between the hours of sunset and sunrise the Contractor shall provide and maintain two (2) red lights (one above the other) at each barricade and such other points as are necessary to protect the traveling public. When or where there occurs any direct or indirect damage or injury to public or private property, by or on account of an act, omission, neglect or misconduct or in consequence of executing the Work, such property shall be restored by the Contractor at the Contractor's expense to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring the same or the Contractor shall make good in a manner acceptable to the Contract Administrator and to the owner or owners of such property.

6.21.17. Opening of a Portion of the Work to Traffic and Acceptance of Structures. When a portion of Work is complete, that portion may be accepted and put in service when the City believes that such service will benefit the public or the City.

6.22. The Contractor shall cooperate with the Contract Administrator in protecting and preserving all cornerstones and monuments that are within the Right-of-Way of the Work or of any Public Road. The Contractor shall not start grading or other operations until the Contractor has referenced all known cornerstones, monuments and land markers in the Work area. Monuments, cornerstones and land markers unexpectedly encountered shall be protected, referenced and preserved.

6.22.1. When cornerstones, monuments and land markers are encountered in the performance of the Work and monument covers are not listed in the Contract Documents, the Contractor will furnish them. The Contractor will supervise the precise location and installation of the monument covers and will furnish all the labor, tools and other materials incidental to such installations.

6.22.2. The cost to the City for repair, re-determination of location and replacement of any cornerstone, monument or land marker within the Right-of-Way which is damaged, destroyed or made inaccessible during the progress of the Work by the Contractor in violation of these provisions is a charge deductible from any monies payable to him on account of the Work.

6.23. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the highest degree of care so as not to endanger the life or property.

6.23.1. The Contractor agrees and warrants that the Contractor will observe Federal, State and local laws and ordinances and regulations relative to the use and storing of such explosives as may be used or kept on the job and all such storage places shall be marked clearly "DANGEROUS-EXPLOSIVES".

6.23.2. The attention of the Contractor is directed to the provisions of all City ordinances relative to the use, storage and transportation of explosives. A blasting permit must be obtained from the City Engineer's office prior to any blasting.

6.24. The Contractor shall adequately and suitably box, fence or otherwise protect all trees, other woody plants and vegetation that are to remain in place; and shall repair injuries to bark, trunk, limbs and roots of remaining plants by properly dressing, cutting and painting. The Contractor shall provide for safekeeping of cattle, horses and other animals by fencing the Work site. Gates shall be locked when not in use. The Contractor shall be responsible for the loss of animals as a result of the Work.

6.25. Before doing any Work over, under or near railroad tracks, telephone, power, sewer or pipelines the Contractor shall make, at his own expense, arrangements for properly securing and protecting the utilities until the Work is completed.

6.26. All work on navigable waters shall be conducted so the free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired.

6.26.1. In cases where Work is to be done in the bed of a navigable stream the Contractor shall advise the local U.S. Corps of Engineers of the intention to do such Work and the Contractor shall conform to such practices and regulations as the Corps of Engineers may deem necessary to protect water-borne traffic.

6.27. Within 24 hours after the occurrence of any accident or other event, which results in or might result in, injury to person(s) or property, arising out of or involves any omission or act of the Contractor or any Subcontractor or any employee or agent of either in any manner from the performance of the Contract, the Contractor shall send written report of such accident or other event to the Contract Administrator and the City's Attorney, setting forth a full and precise statement of facts pertaining thereto. The Contractor shall also immediately send to the City's Attorney a copy of any summons, subpoena, notice or other document served upon or received by the Contractor or any Subcontractor or any agent, employee or representative of either, in connection with any matter before any court, arising out of the Contractor's Work or the performance of the Contract.

6.28. The Contractor shall cooperate with the owners and operators of all underground and overhead utility lines in the removal or rearrangement operations in order that their services may proceed in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by such owners and operators will not be unnecessarily interrupted.

6.28.1. In the event of intended or accidental interruption to utility services as a result of the Work, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with the said utility in the restoration of service as promptly as possible. In no case shall interruption to water service be allowed outside of working hours. Fire hydrants shall be accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

6.28.2. The Contractor shall notify in writing the utility company and the municipal authorities that may be affected by any Work involving public utility facilities before commencing Work. Copies of all such notices shall be promptly filed with the Contract Administrator. The Contractor shall give notices for the removal or relocation of utilities in ample time. The Contractor shall locate all storm sewers, culverts, buried telephone or electrical conduits, cable television sanitary sewers, water mains, and gas mains that might interfere with the construction of the project.

6.28.3. The revision and crossings of the various types of lines shall be made as follows:

6.28.3.a. Storm sewers and culverts may be removed at the time of crossing or may be adequately braced and held in position while the pipe is placed beneath them. If the storm sewer or culvert is removed, it shall be replaced with pipe of the same type and size as that removed and it shall be re-joined to the undisturbed line with a joint satisfactory to the Contract Administrator. Backfill over the main up to and around the storm sewer shall be thoroughly compacted in order that no settlement will occur.

6.28.3.b. All overhead and buried telephone and electrical conduits, cable television and gas mains to be revised or crossed by the construction of this Project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The Contractor shall notify the companies and obtain their permission before making any crossings or revisions. Any overhead cables, buried cables, conduits or gas mains damaged by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the Contract Administrator.

6.28.3.c. The Contractor shall not remove any water or sanitary sewer lines except as directed by the Contract Administrator or as required by the Plans and Specifications and shall adequately brace and protect the lines from any damage during construction. The Contractor will repair any existing water main or sewer main or lateral line damaged by the Contractor's operations. The repairs shall be inspected by the Inspector. The Contractor shall notify the City immediately after damaging any pipe. The repairs will be made at the Contractor's expense.

6.28.3.d. The location of utility service lines serving individual properties are not shown on the Plans and Specifications and it shall be the Contractor's responsibility to make any necessary changes in the line and/or grade of such services or to secure the necessary changes to be made by the particular utility company involved or the owner thereof or by an agent or independent contractor approved by such utility company or owner. Contractor shall pay the cost of all such revisions whether performed by the Contractor, the utility company or owner, or any contractor. In the event of interruption of a utility service as a result of accidental breakage, Contractor shall promptly notify the Contract Administrator and the owner of the utility and shall repair or cause the same to be repaired, in the same manner as necessary changes above provided. The Contractor shall do all things necessary to see that the restoration of service is accomplished as promptly as reasonably possible. All sanitary sewer service lines damaged shall be replaced as directed by the Contract Administrator regardless of type or kind of damage.

6.28.4 In the event the Contractor in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the Contract Administrator may, upon written notice, proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary and the cost thereof will be deducted from any money due or which may become due the Contractor pursuant to the terms of his Contract.

6.29. Necessary sanitary conveniences for the use of employees on the Work, properly secluded from public observation, shall be provided and maintained by the Contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

## 7.0 CONTRACTOR'S OBLIGATION AND RISK

7.1. The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance and payment by the City. The Contractor shall take all responsibility of the Work and shall bear all losses that may arise out of the character of the Work, the nature of the land in or upon which the Work is done, whether or not it is due to the fact that the land is different from what is assumed or expected or on account of inclement weather, floods, fire, windstorm or other actions of the elements or any other cause or causes. The Contractor, at Contractor's expense, shall restore the same or remedy the damage.

7.2. Unless otherwise provided by the Plans and Specifications, all materials, supplies, machinery and equipment are warranted new, first-class, of the best of their kind and grade and all of the Work performed by Contractor shall be good, first-class and workmanlike. Contractor warrants that all machinery and equipment furnished will operate properly and perform the Work for which it was purchased. All warranties for the materials, supplies, machinery, equipment and Work herein shall survive acceptance and payment for the Work.

7.3. Unless otherwise expressly omitted, the Contractor shall perform all Work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary or proper to perform and complete all the Work required by this Contract within the time herein specified and in accordance with the provisions of the Contract Documents. The Contractor shall observe, comply with, and be subject to all Terms and Conditions, requirements and limitations of the Contract and shall complete all of the Work contemplated by this Contract to the satisfaction of the Contract Administrator and the City.

## 8.0 CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES

8.1. The Contractor shall check all dimensions, elevations and quantities shown on the Plans and Specifications and estimates or schedules given to the Contractor by the Contract Administrator; and shall notify the Contract Administrator of any discrepancies. The Contract Administrator or Project Engineer will provide corrections, interpretations and instructions necessary to perform the intent of the Contract and the Contractor shall carry out such instructions as if originally specified.

8.2. Figured dimensions govern. Indicated dimensions, when given on the Plans and Specifications, shall be accurately followed, even though they differ from the scale measurements. If dimensions are not indicated on the Plans and Specifications, then the Contractor shall not perform the Work until such time that the Contractor has received written instructions from the Engineer regarding the dimensions to be used.

8.3. Any Work done without being properly located and established by base lines, off-set stakes, bench marks or other basic reference points, which are located, established or checked by the Engineer, may be required to be removed and replaced at the Contractor's cost or expense.

## 9.0 DRAWINGS FURNISHED BY CONTRACTOR

9.1. The Contractor shall furnish all shop, fabrication, assembly, foundation and other Drawings required by the Plans and Specifications; Drawings of equipment and devices, offered by the Contractor for approval of the Contract Administrator, in sufficient detail to adequately show the construction and operation thereof; and Drawings depicting essential details of any changes in design or construction proposed by the Contractor in lieu of the design or arrangement required by the Contract or any item of Extra Work. The Contractor shall submit to the Contract Administrator the number of copies required by Contract Administrator of each such Drawing for the Contract Administrator's approval. After approval by the Contract Administrator, all such Drawings shall become a part of the Contract Documents and the work or equipment shown therein shall be in conformity therewith unless otherwise required by the Contract Administrator.

9.2. The Engineer's check and approval of Drawings, submitted by the Contractor, will apply to the general conformity of the Plans and Specifications and does not constitute a comprehensive approval of all of the dimensions, quantities and details of the material or equipment depicted therein; nor does such check and approval relieve the Contractor of the Contractor's responsibility for errors contained in such Drawings.

## 10.0 PATENT RIGHTS

10.1. All fees for any patented invention, article or arrangement that is based upon, or in any manner connected with, the construction, erection or maintenance of the Work or any part hereof embraced in this Contract and these Specifications, shall be included in the Proposal amounts in the Contract for said Work. The Contractor shall protect and hold harmless the City against any and/or all demands of such fees or claims.

## 11.0 MODIFICATION AND ALTERATIONS

11.1. The Contractor agrees that the City has the right to make such modifications, changes and alterations as the City may see fit in any part of the line, grade, form, arrangement, dimension, extent or in the materials to be used in or of the Work contracted to be done without affecting the validity of the Contract or the liability of the Sureties upon the performance of this Contract or the Bonds.

11.2. Where any modification, change or alteration increases the quantity of Work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of Work actually done, either at unit prices included in the Contract, or in the absence of such unit, as

Extra Work. Modifications and alterations, which reduce the quantity of Work to be done, shall not constitute a claim for damages for loss of anticipated profits on the Work or materials involved in such reduction.

11.3. The Contract Administrator shall determine, on an equitable basis, the amount of credit due the City for Contract Work not performed as a result of modifications or alterations authorized hereunder where the value of the omitted Work is not fixed by unit prices in the Contract. The Contract Administrator shall give an allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials and equipment required for use on the Work as actually built; and shall make any other adjustment of the Contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. In this respect, such determination shall be final and binding only when approved in writing by the City and/or the Contract Administrator.

11.4. All orders for modifications, changes or alterations in the Work as herein provided shall be in writing, either by the Contract Administrator or by the City Manager through the direction of the City Council. Provided, however, all orders for modifications, changes or alterations in the Work, which increase the amount of money due the Contractor less than twenty-five thousand dollars (\$25,000.00) may be approved by the City Manager, increases in excess of twenty-five thousand dollars (\$25,000.00) must be approved in advance by the City Council and shall be in writing and executed by the parties in order to be binding.

#### 12.0 SUSPENSION OF WORK ON NOTICE

12.1. The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever the Contractor is required by written order of the City or Contract Administrator and for such periods of time as determined by the City. Any such order shall not modify or invalidate in any way the provisions of this Contract.

#### 13.0 CITY'S RIGHT TO TERMINATE CONTRACT

13.1. In addition to any other right set out in the Contract Documents, the City has and retains the right to terminate the Contract, upon giving written notice to the Contractor for the following:

13.1.1. If the Contractor abandons the Work by moving equipment off-site and does not man the job for a period of five (5) working days.

13.1.2. If the Contractor assigns this Contract by a method otherwise than as herein provided.

13.1.3. If the Contractor is adjudged bankrupt.

13.1.4. If a general assignment of the Contractor's assets be made for the benefit of his creditors.

13.1.5. If a receiver should be appointed for the Contractor or any of his property.

13.1.6. If at any time the Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed.

13.1.7. If at any time the Engineer shall certify in writing to the City that the Contractor is willfully violating any of the conditions or covenants of this Contract.

13.1.8. If at any time the Engineer shall certify in writing to the City that the Contractor is executing the Work in bad faith or otherwise not in accordance with the terms of this Contract.



13.1.9. If the Work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended.

13.2. The City will serve written notice upon the Contractor and their Surety of the City's intention to terminate this Contract. The notice will state that the Contract shall cease and terminate unless within five (5) working days after the notice is served, a satisfactory arrangement is made for the continuance of the Contract.

13.3. In the event of termination, the Surety shall have the right to take over and complete the Work. The Surety must commence performance of the Contract or make a satisfactory arrangement for the continuance of the Contract within twenty (20) working days from the date of notice of termination.

13.4. If the Surety does not perform the Contract or make satisfactory arrangements for the completion of the Work within twenty (20) working days from the date of the notice of termination, the City may take over the Work and prosecute it to completion. The City may complete the Contract with a new Contractor or with its own work force. The Contractor and the Contractor's Surety shall be liable to the City for any and all excess costs sustained by the City by reason of such prosecution and completion of the Work.

13.5. In the event of termination of the Contract, the City may take possession of and utilize in completing the Work all such materials, equipment and tools as may be on site of the Work. If the City chooses not to use the materials and equipment left on site, it will notify the Contractor and the Contractor will have ten (10) working days to remove said items from the Work site. After the ten (10) working day period the remaining materials and equipment will be considered abandoned by the Contractor and will be disposed of by the City, and the Contractor will have no claim against the City for said disposal of abandoned items.

#### 14.0 CONTRACTORS' RIGHT OF PROTEST

14.1. If the Contractor considers any work demanded to be outside the requirements of the Contract or considers any record or ruling of the Contract Administrator to be unfair, the Contractor shall immediately request the Contract Administrator provide written instructions or decisions, whereupon the Contractor shall proceed, without delay, to perform the Work in conformance with the instructions or decisions. Within ten (10) days after the date of receipt of the written instructions or decisions, the Contractor shall file a written protest with the Contract Administrator, stating clearly and in detail the basis of the objections. **Except for such protest and objections made of record in the manner herein specified and within the time stated, the instructions or decisions of the Contract Administrator shall be final and conclusive.** Contractor may protest and claim against the instructions and decisions of the Contract Administrator between the Plans and Specifications, and the conditions on the ground, or any errors or omissions in the Plans and Specifications, estimates, or layout as given by stakes, points or instructions, which may be discovered in the course of the Work. The Contractor may not take advantage of any errors or omissions in the Plans and Specifications, as full instructions contained in letters transmitting Plans and Specifications to the Contractor shall be considered as written instructions or decisions. In the event the Contractor suffers actual damages as a result of the written instruction or decisions under protest for which the Contractor seeks to hold the City liable, Contractor must submit a written itemized statement of costs within thirty (30) days of the discovery of the claimed loss and allow the City access to all Contractors' records to audit the claim. Failure of Contractor to timely file the statement or to allow the audit waives any recovery for damages.

#### 15.0 EXTRA WORK

15.1. If the Contractor does any work or furnish any materials, which are not classified under any of the terms of this Contract and are necessary in order to complete the Work under this Contract and such Work is ordered, in writing, by the Contract Administrator, the Work or materials shall be considered Extra Work. All Extra Work and any costs related thereto shall be approved by the City Council and agreed to by commencing the Extra Work.

15.2. If a modification or amendment to this Contract increases the amount of Work and the Extra Work or any part thereof is of a type and character that can properly and fairly be classified under one or more unit price items of the Proposal, then the Extra Work shall be paid according to the amount of Extra Work actually performed and at the applicable unit price. Otherwise, such Extra Work shall be paid for as hereinafter provided.

15.3. Claims for Extra Work will not be paid unless the City authorized the Extra Work in writing. The Contractor shall not have the right to prosecute or take action in court to recover for Extra Work unless the claim is based upon a written Change Order from the City. Payments for Extra Work will be based on an agreed lump sum or on agreed unit prices whenever the City and the Contractor agree upon such prices before the Extra Work is commenced; otherwise, payment shall be a specified percentage allowance as set forth herein.

15.4. For the purpose of determining whether Extra Work proposed will be authorized or for determining the payment method for Extra Work, the Contractor shall submit to the Contract Administrator a detailed cost estimate for proposed Extra Work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the Contractor's extra profit, extra general superintendence, extra field office expenses, bonds and extra overheads shall not be paid except as a percentage addition to the total estimated net cost. Unless otherwise agreed to by the parties, such percentage additions shall be fifteen percent (15%) of the direct costs for the Extra Work performed by the Contractor's own work forces or ten percent (10%) of the direct costs for Extra Work performed by a Subcontractor.

15.5. The payment for Extra Work will be paid as full compensation for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, extra overheads and all other elements of extra cost not defined herein as actual field cost.

15.5.1. The actual field cost shall include those extra costs for labor and materials expended in direct performance of the Extra Work and may include:

15.5.1.a. The actual payroll cost of all workmen, such as laborers, mechanics, craftsmen, and foremen.

15.5.1.b. The Contractor's or Subcontractor's net cost for materials and supplies.

15.5.1.c. Contractor owned equipment, which the Contractor has on the job site and which is of a type and size suitable for use in performing the Extra Work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent (1/2 of 1%) over the latest applicable Associated Equipment Distributors published rental rates.

15.5.1.d. The actual net rental charge for vehicles and construction equipment not owned by the Contractor or Subcontractor and are not available from the equipment of Contractor or Subcontractor.

15.5.1.e. The transportation charges for rented equipment.

15.5.1.f. The charges for extra power, fuel, lubricants, water and special services.

15.5.1.g. The charges for extra payroll taxes, bond premiums and insurance premiums.

15.5.2. The form in which actual field cost records are kept, the construction methods and the type and quantity of equipment used shall be acceptable to the Contract Administrator and shall distinguish Extra Work and work under protest from all other work.

15.6. The Contractor shall file with the Contract Administrator, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various

classes, which are intended to be used in performing the Work covered by this Contract. These rates shall be subject to the approval of the Contract Administrator. This information will be used by the Contract Administrator for computation of Extra Work as mentioned above, however, if the Contractor fails to file these lists with the Contract Administrator prior to starting any Work covered by Contract, then the Contract Administrator's computation shall be based on the prevailing hourly rate of wages in the locality for each craft or type of workmen needed to execute the Contract as ascertained by the Oklahoma Labor Commissioner.

#### 16.0 SUPERVISION AND INSPECTION

16.1. The City shall appoint or employ such Contract Administrator(s), Engineer(s) or Inspector(s) as the City may deem proper, to examine and observe the materials furnished and the Work performed, and to see that the said materials are furnished, and that the Work is performed, in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Contract Administrator, Engineer or Inspector, for the proper examination and observation of the Work and all parts thereof.

16.1.1. Such inspections are for the benefit of the City and shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Contract Documents. Any work not constructed in accordance with the Contract Documents shall be removed and made good by the Contractor at his own expense, whenever so ordered by the Contract Administrator.

#### 17.0 CONTROL OF MATERIALS

17.1. The Contract Administrator shall approve the source of supply of each of the materials incorporated into the Work before the delivery of the same is conducted. If requested by the Contract Administrator or the Laboratory representative, preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods prescribed herein. Only materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing it is found that the sources of the supplies, which have been approved, do not furnish a uniform product or if the product from any other source does not meet the Plans and Specifications at any time, the Contractor shall furnish approved materials from other approved sources. No material that has become unfit for use shall be used in the Work even if it was previously approved.

17.1.1. In order to ensure the use of suitable material, the Contract Administrator may require any or all materials to be subject to tests by means of samples or otherwise as determined by the Contract Administrator. The Contractor shall provide such facilities as the Contract Administrator may require for collecting and forwarding samples and shall not make use of or incorporate in the Work any material represented by the samples until the tests have been made and the materials found acceptable and in accordance with the requirements of the Specifications. The Contractor, in all cases shall furnish the required samples without charge.

17.1.1. Within 24 hours after receiving a shipment of material, the Contractor shall advise the Contract Administrator, in writing, of the kind, size, quantity and location thereof.

17.1.2. Where a standard American Society for Testing Materials, American Concrete Institute, American Association of State Transportation Officials or other agency designation is specified for a material, that designation shall be the current revision, either tentative or adopted. If a referenced specification is in disagreement with the Plans and Specifications, the City's Plans and Specifications shall govern.

17.1.2.a. Methods not covered in these publications shall be as approved by the Contract Administrator. In the case of agricultural seeds, samples and test methods shall be as prescribed by the United States Department of Agriculture Current Regulation Announcements.

17.1.3. All materials shall be tested by a Laboratory of good reputation, previously approved by the City. No material shall be accepted for construction unless it bears the approval of the Laboratory. Reports of tests shall be forwarded to the City. Before final acceptance of the project, all parts shall be tested and shall be found in good and proper condition, or shall be placed in such condition.

17.1.4. For the verification of weights or proportions and character of materials and determinations of temperatures used in the preparation of the materials and mixtures, the Contract Administrator, Inspector and Laboratory representative shall have access at all times to all parts of all concrete plants and other plants furnishing materials for use in the Work.

17.1.5. The Contractor shall facilitate and assist in the verifications of the accuracy of all scales, measures and other devices, which the Contractor operates.

17.1.6. All sieves shall conform to the requirements of the standard specifications for sieves for Testing Purposes, ASTM Designation E11.

17.1.7. The Contractor guarantees that all materials used and all Work done under this Contract, will fully comply with the requirements of the Plans and Specifications.

17.2. Materials shall be stored in order to ensure the protection of their quality and fitness for the Work and shall be located in order to facilitate prompt inspection. All existing materials, which are listed for removal and storage during the progress of the Work shall be carefully removed and stored in the Right-of-Way, at locations determined by the Contract Administrator or at specific locations provided in the Plans and Specifications. That portion of the Right-of-Way not required for Work and travel, unless elsewhere prohibited, may be used for storage purposes and for the placing of the Contractor's plants and equipment, and any additional space required for equipment or new materials shall be provided by the Contractor at the Contractor's expense. Adequate cement storage shall be provided for at least a full day's run.

17.3. All materials not conforming to the requirements of the Plans and Specifications shall be considered defective and all such materials shall be rejected. Unless otherwise permitted by the Contract Administrator such defective materials shall be removed immediately from the site of the Work. No rejected material that has had the defects corrected shall be used until approval has been given by the Contract Administrator. The failure on the part of the Contractor to comply with any order of the Contract Administrator regarding the defective materials shall constitute cause for any defective materials to be removed and replaced and to cause the deduction of the cost of removal and replacement from any amounts due or to become due to the Contractor.

## 18.0 LEGAL DUTIES AND RESPONSIBILITIES TO THE PUBLIC

18.1. The Contractor warrants that the Contractor is familiar with and shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and any orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workman's Compensation laws, minimum and maximum salary and wage statutes and regulations if applicable, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to the use of explosives. Contractor certifies that the Project, when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, Title 42 USCA § 12101-12213, as outlined in 28 CFR Part 35; and Contractor further stipulates and agrees to comply with Title VI of the Civil Rights Act of 1964, Title 78 OS § 252.42, USCA § 2000d, *et. seq.*; and if the Work contemplated by this Contract qualifies as a federally assisted program of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, then Contractor agrees to comply with all requirements imposed by or pursuant to Title 49 CFR Part 21.

18.2. Whenever required, the Contractor shall furnish the City Attorney or the Contract Administrator with satisfactory proof of compliance with said laws, statutes, etc.

18.3. In the hiring of employees for the performance of Work under the Contract the Contractor and any Subcontractor thereunder shall not, by reason of race, color, sex, age, disability, or national origin, discriminate against any citizen of the United States in the employment of laborers or workers, who are qualified and available to perform the Work to which the employment relates.

18.3.1. No Contractor or Subcontractor, nor any person on behalf of either, shall in any manner discriminate against or intimidate any employee hired for the performance of Work under this Contract, on account of race, color, sex, age, disability or national origin.

18.4. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices, necessary and incident to the due and lawful prosecution of the Work.

18.5. Without exception, the Bid amounts include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent hereof that whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent, trademark or copyright, the Contractor shall provide for the right to such use by suitable agreement with the patentee, owner or assignee and a copy of such agreement shall be filed with the City; however, whether or not such agreement is made or filed as herein provided, the Contractor and the Surety in all cases shall indemnify and save harmless the City and any affected railroad or railway company or political subdivision from any and all claims for infringement at any time after the award of the Contract.

#### 19.0 CONTRACTOR IS INDEPENDENT CONTRACTOR

19.1. It is expressly agreed that the Contractor is an independent Contractor and is not in any way whatsoever an agent, servant or employee of the City and the City shall in no way or under any circumstance be liable for any acts or omissions, contracts, subcontracts or torts of said Contractor.

#### 20.0 CONTRACTOR'S EMPLOYEES

20.1. The Contractor shall employ competent foremen, experienced mechanics and others skilled in the several parts of the Work given them to do, for performance of the Work contemplated by this Contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees.

20.2. The Contractor agrees that the Contractor (and Contractor's Subcontractors, if any) will not fail or refuse to hire or discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions or privileges of employees due to consideration of race, color, sex, age, or national origin, and further agrees that it will not (nor will their Subcontractors, if any) limit, segregate or classify Contractor's employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect Contractor's employee's status as an employee, because of such individual's race, color, sex, age, or national origin. Contractor agrees not to discriminate on the basis of disability if the prospective employee is otherwise qualified to perform the duties of the job. Contractor further agrees that this Contract may be terminated by the City in the event there shall be a violation of any of the provisions of this Section, upon notice in writing, and all claims for monies to become due pursuant to any other provisions of this Contract from the date of termination shall thereafter be forfeited, the Contractor being entitled only to monies expended and services performed and up to and including the date of termination.

20.3. All workmen must have sufficient skill and experience to properly perform the Work in a proper and skillful manner. If any workman is disrespectful, disorderly or otherwise objectionable then that workman shall be discharged by the Contractor or Subcontractor employing such workman, upon written request of the Contract Administrator and shall not thereafter be employed on any portion of the Work without the written consent of the Contract Administrator. Should the Contractor fail to remove such

workman the Contract Administrator may withhold all estimates, which are or may become due, or may suspend the Work for each day the Contractor fails to comply with this Section.

20.4. The Contractor shall not sell, sublet or assign any portion of the Contract or Work without the written consent of the Contract Administrator and the granting of any such consent shall not relieve the Contractor of any responsibility under the Contract. The Contractor shall be responsible for the satisfactory settlement by any and all Subcontractors of all claims and obligations arising in connection with the execution of their respective portions of the Contract and for furnishing to the City, to its satisfaction, evidence thereof.

#### 21.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

21.1. The Contractor shall give attention to the fulfillment of this Contract, and shall not let, assign or transfer the Contract or any other rights, titles or interests in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the Work to any other person without the prior consent of the City in writing.

21.2. Should any Subcontractor fail to perform the Work undertaken by the Subcontractor in a satisfactory manner, then the subcontract shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be fully responsible to the City for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as the Contractor is for the acts and/or omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationships between any Subcontractor and the City.

#### 22.0 INDEMNIFICATION AND DEFENSE OF SUITS

22.1. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed; or is brought for any injury(ies) or damage(s) caused by negligence or willful act of the Contractor or their Subcontractors or their agents or is brought in connection with any claim or claims based on the lawful demands of the Subcontractors, workmen, material men or suppliers of machinery and parts thereof, or against any equipment, power tools and supplies incurred in the performance of this Contract,

22.1.1. The Contractor shall indemnify and save harmless the City, its officers, agents and employees from all losses, damages, costs, expenses, attorney fees, judgments, or decrees whatever arising out of any such action or suit that may be brought as aforesaid.

22.2. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of any and all injuries or damages alleged to have been received or sustained by any parties by reason of, or arising out of the failure of the Contractor to refill all trenches or ditches, or failure to repair all breaks or failures of said Work, which injuries or damages are alleged to have been received within one (1) year from the final acceptance of the Work hereunder.

22.2.1. Contractor further agrees to pay for any and all judgments that might be rendered against the City in any suits and actions, together with such expenses or attorney's fees expended or incurred by the City in the defense thereof. The Contractor hereby expressly waives any notice that might, by law, be required to be given to the Contractor by the City of any defect, break, settling or failure or of any other condition that might be the cause of injury or damage to any person on account of which the claim or suit was made or filed against the City, or a judgment taken for damages against the City. It is expressly agreed that the acceptance of the Work by the City shall constitute no bar against any person injured or damaged by the failure of the Contractor

to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against City from enforcing its rights against the Contractor hereunder.

22.3. The City may suspend payments of any sum due or to become due for Work done on this Contract until such claims and/or suits, actions or proceedings are final and liability has been determined. The amount of such damage or liability shall be deducted from sums due or to become due on this Contract. The City will retain the sums mentioned above until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the City shall not excuse the Contractor for failure to perform this Contract or bar the City from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.

**23.0 WORKER'S COMPENSATION, EMPLOYER'S LIABILITY INSURANCE, OWNER'S RISK AND LIABILITY INSURANCE AND PROPERTY INSURANCE REQUIREMENTS**

23.1. The Contractor and their Subcontractors shall obtain and maintain, during the life of this Contract, Workmen's Compensation Insurance as prescribed by laws of the State of Oklahoma and Employer's Liability Insurance.

23.2. Contractor's liability insurance policies shall inure to the benefit of the Contractor as the insured and shall contain an agreement by the insurer to indemnify the Contractor against any and all actions, claims, judgments or demands for damages arising on account of injuries of whatsoever kind and character sustained by a person or persons on account of the construction of this Work or performance of the Contract by the Contractor.

23.3. Where applicable, property damage liability insurance must be endorsed for blasting, the collapse of or structural injury to any building or structure, and damage to underground property, such as wires, conduit pipes, main sewers or other similar property.

23.4. The Contractor shall furnish an owner's liability insurance policy with the City named as an additional insured, issued by the same insurance company as the Contractor's liability coverage, which indemnifies the City and the Engineer(s) against any and all actions, claims, judgments or demands arising out of or on account of injuries of whatsoever kind and character, sustained by any person or persons on account of the construction of the Work or the performance of the Contract by the Contractor. The limits of this coverage shall be as set out in this Contract.

23.5. The Contractor shall obtain and maintain fire insurance policy with extended coverage, vandalism and malicious mischief endorsements upon the site where the Work of this Contractor is to be done, on the completed value form, with one hundred percent (100%) co-insurance. Such insurance shall cover both building and the Contractor as their interests appear.

23.6.1. The policies shall cover for the inclusion of the name of all other Contractors, Subcontractors and others employed on the premises as insured's and shall stipulate that the insurance companies have no right of subrogation against any Contractors, Subcontractors or other parties employed on the premises, for any work of any nature whatsoever.

23.7. Contractor shall provide to the City Certificates of insurance in a form acceptable to the City and shall be filed through the Engineer prior to commencing the Work. The Contractor shall submit the Certificates in duplicate, one original policy or Certificate and one copy of proof of insurance requirements set forth above. The Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days written notice has been given to the City. Partial occupancy of the project by the owner shall not affect insurance coverage.

## 24.0 MINIMUM INSURANCE AMOUNTS

24.1. Owners Liability Insurance minimum coverage limits shall be no less than:

Comprehensive General Liability (with Broad form GCL endorsement)	
Per Accident	\$1,000,000.00
Bodily Injury, per person	100,000.00
Property Damage, per claimant	100,000.00

24.2. Public Liability, other than Automobile minimum coverage limits shall be no less than:

Personal Injury, per person	\$ 100,000.00
Personal Injury, per accident	1,000,000.00
Property Damage, per person	100,000.00
Property Damage, per occurrence	1,000,000.00

24.3. Automobiles and Truck; Owner, Hired and Non-owned minimum coverage limits shall be no less than:

Personal Injury, per person	\$ 100,000.00
Personal Injury, per accident	1,000,000.00
Property Damage, per person	100,000.00
Property Damage, per accident	1,000,000.00

24.4. Employers Insurance minimum coverage limits shall be no less than:

Employers Liability, per accident	\$1,000,000.00
Comprehensive General Liability, per accident	1,000,000.00
Bodily Injury, per accident	1,000,000.00
Property Damage, per claimant	100,000.00

24.5. Railroad Insurance minimum coverage limits shall be no less than:  
(Railroad only required when working within the railroad Right-of-Way)

General Liability per accident	2,000,000.00
General Aggregate Limit	4,000,000.00
Automobile Public Liability Insurance, per accident	2,000,000.00

## 25.0 METHOD AND BASIS OF PAYMENT FOR ITEMS OF WORK

25.1. The Contractor shall be paid for all Work performed under this Contract based on the Contract Administrator's computations of as-built quantities and the Contractor's unit price or lump sum Bid per item. This payment shall be full compensation for: furnishing all supplies, materials, tools, equipment, transportation, labor and services required to do the Work; all loss or damage, because of the nature of the Work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the performance of the Work and is not specifically provided; all expenses incurred by or because of any suspension or discontinuance of all or any part of the Work; and faithfully completing the Work according to the Contract Documents and the requirements of the Contract Administrator.

25.2. The Contractor, in case of unit-price items, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.

25.2.1. All Work completed under the Contract will be measured by the Contract Administrator according to United States Standard Measurements. All longitudinal measurements for area will be made along the actual surface of the roadway and not horizontally and no deductions will be



made for individual fixtures in the roadway having an area of nine (9) square feet or less. For all transverse measurements for area of base courses and pavements, the dimensions to be used in calculating the pay area shall be the neat dimensions shown on the Plans and Specifications or ordered in writing by the City. All materials, which are specified for measurement by the cubic yard "loose measurement" or "measured in the vehicle", shall be hauled in vehicles approved by the Contract Administrator and measured therein at the point of delivery on the road, unless otherwise provided in the Plans and Specifications. Approved vehicles for this purpose may be of any type or size satisfactory to the Contract Administrator provided that the body of such type that the actual contents may be readily and accurately determined. All approved vehicles must bear a plainly legible identification mark indicating the specified approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

25.3. The Contractor, in case of lump sum contracts or lump sum items in a unit price contract, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.

25.3.1. All Work completed under lump sum items in the Contract will be determined by the Contract Administrator. Major items of work in a lump sum contract and the cost therefore will be identified at the beginning of the Work. Pay estimates will then be computed based on the portion of each item completed, as determined by the Contract Administrator. The sum of all Work completed on all items of work will constitute the basis of payment.

25.4. The City shall pay the Contractor for Extra Work in the following manner:

25.4.1 An amount to the sum of: (1) the Contractors (or Subcontractors) Direct Cost (as defined below) in performing such Extra Work and (2) ten percent (10%) thereof for all Extra Work performed pursuant to the Terms and Conditions of this Contract. Provided that payment can be authorized only to the extent authorized by law.

25.4.2. Direct Costs means and includes: (1) all payments for wages and other labor costs incurred in performing the Extra Work; (2) the cost of all materials used or consumed in performing the Extra Work and including any sales, use, or excise taxes required by law to be paid with respect to such materials being delivered to the site of the Work; (3) all taxes and insurance and bond premiums paid as a percentage of the aforesaid wages; and (4) allowances for the use of equipment in the performance of the Extra Work, at the rates set forth in the latest edition, published prior to the opening of Bids for this Contract of the Compilation of Rental Rates for Construction Equipment, prepared by the Associated Equipment Distributors. When any piece of equipment is used on any Extra Work job for three (3) days or less, the daily rates set forth in the Compilation of Rental Rates for Construction Equipment shall apply; when used for more than three (3) days and less than twenty-two (22) days, the weekly rates shall apply and when used more than twenty-one (21) days, the monthly rates shall apply. When a weekly rate is applied to a period of over seven (7) days, the rate for the excess days shall be one-seventh of the weekly rate. When a monthly rate is applied to a period of over thirty (30) days, the rate for the excess days shall be one-thirtieth (1/30) of the monthly rate.

25.4.3. If the wages paid by the Contractor for any Extra Work include any premium pay (i.e. anything over straight-time rates) for overtime, Sunday or holiday work, and the like, the amount of all such premiums shall be deducted from the Direct Costs for the purpose of calculating the aforesaid allowance of ten percent (10%). Said allowance is to cover profit and all costs of the Extra Work for which reimbursement is made, including superintendence, overhead and use of tools and equipment for which no specific allowance is made.

25.4.4. At the end of each day, the Contractor and Contract Administrator shall check and verify records of payrolls for labor furnished for Extra Work on that day. Each invoice for Extra Work shall be in form satisfactory to the Contract Administrator and shall be submitted to the Contract

Administrator by the Contractor in quadruplicate. Attached to each invoice shall be the original receipted bills and invoices covering the costs of all materials, including freight and haulage charges, which are used or consumed in performing the Extra Work. An invoice for each Extra Work job shall be submitted not later than the 20th day of each month following any of the Extra Work that was actually performed. The City shall retain ten percent (10%) of all Extra-Work payments until the final completion and acceptance of the Work.

## 26.0 ADMINISTRATIVE COSTS AND FEES

26.1. In the event the improvements are to be paid for in cash the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, and City water (where available) for flushing and pipe testing shall be paid by the City unless otherwise provided for in the Contract Documents.

## 27.0 PAYMENTS

27.1. If the Work is progressing in a satisfactory manner on or about the first day of each month, the Engineer will prepare an estimate for a partial payment of the Work completed after receiving a written request from the Contractor by the first day of the month. An estimate for partial payment shall include items actually incorporated in the Work and may include materials acceptable to the Engineer that are delivered to the Work site, provided the Engineer is furnished duplicate copies of actual manufacturer's invoices of material to be included in the estimate. The estimate shall be submitted to the Director of Engineering and Construction who shall either authorize payment or notify the Contractor in writing of the reason payment has been delayed or denied; this payment or notice shall be mailed no later than one month following receipt of the estimate.

27.1.1. Partial payments will be made to the Contractor in accordance with the following schedule:

27.1.1.a. In the amount of 95 percent (95%) of the value of the Work completed.

27.1.1.b. If the Contractor has performed satisfactorily and the Work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced to only that amount necessary to assure completion.

27.1.1. c. In addition to the conditions set forth in a and b above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or process performance.

27.1.2. The Contractor may withdraw any part, or the whole, of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the Director of Engineering and Construction one of the following:

27.1.2.a. United States Treasury Bonds, United States Treasury Notes, United States Treasury Bills in an amount equal to the amount of the retainage withdrawn, or

27.1.2.b. General Obligation Bonds of the State of Oklahoma in an amount equal to the amount of the retainage withdrawn, or

27.1.2.c. Certificates of Deposit in an amount equal to the amount withdrawn from the retainage from a state or national bank having its principal office in the State of Oklahoma. No retained amount shall be withdrawn, which would represent an amount in excess of the market value of the securities at the time of deposit or of the per value of such securities, whichever is lower.

27.1.3. All materials and Work included in partial payments shall become the property of the City and materials included in a partial payment shall not be removed from the Work site. However, this provision shall not be construed as relieving the Contractor of responsibility for the care and protection of the materials and Work for which payments have been made; or does it relieve the Contractor from being required to restore any damaged Work, or materials removed from the Work site by unknown parties and it is not a waiver of any of the Terms and Conditions of the Contract.

27.2. Final payment will be made when the Work has been completed. The Engineer shall carefully measure and determine the as-built quantities of each class of Work as shown on the schedule of Bid items and such Extra Work performed by order of the Engineer. The aggregate cost of the Work done and the materials furnished shall constitute the amount due for the completed Work. All prior estimates and payments shall be subject to correction in the final estimate and payment.

## 28.0 RELEASE OF LIABILITY AND ACCEPTANCE

28.1. The acceptance of the final payment by the Contractor shall operate as and shall be a release to the City, its officers, agents and employees thereof, from all claims and/or liability from the Contractor for anything done or furnished by the City relating to or affecting the Work or for any act or negligence by the City, its officers, agents and employees relating to or affecting the Work. No person, firm or corporation other than the Contractor as a party to this Contract will have any interest hereunder, and no claim shall be made or be valid and neither the City, its officers, agents nor employees shall be liable or be held to pay any additional money.

28.2. It shall be the duty of the Contract Administrator to determine when the Work is complete and the Contract fully performed and to recommend its acceptance by the City. The Work herein specified to be performed shall not be considered finally accepted until all the Work has been accepted by the City.

## 29.0 PAYMENT OR ACCEPTANCE NOT A WAIVER BY CITY

29.1. Neither acceptance by the City, the Contract Administrator or any employee of either, nor any order by the City for the payment of money or the actual payment thereof, nor any taking of possession by the City, nor the granting of any extension of time, shall operate as a waiver of any rights or powers, whether by Contract or by laws, of the City. In the event that after the Work has been accepted and final payment made, it is discovered that any part of this Contract has not been fully performed or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect. In the event that the Contractor neglects to remedy any such defect within a reasonable time after written notice thereof, the Contractor shall be liable for and shall pay to the City the costs of remedying such defect, or a sum equal to the damage caused thereby, or both, as the City may elect. The acceptance of the Work or final payment therefore shall be no bar to claim or suit against the Contractor or Surety, or both.

29.2. Upon the satisfactory completion of all Work required under the Contract, the Contract Administrator shall certify to the City, in writing, the total amount of Work performed and compensation earned by the Contractor. No unauthorized Work shall be included or paid for. Within thirty (30) days, upon receipt of said certification, the City shall make full payment to the Contractor, less the total of all partial payments in accordance with the Terms and Conditions for final payment. Provided, however, that before making final payment of the full amount earned by the Contractor, the City may require the Contractor to furnish satisfactory evidence that the Contractor and his Subcontractors have paid all of their payrolls, bills, expenses and costs of every type and nature whatsoever connected with the performance of the Contract. The acceptance by the Contractor of final payment shall operate as a release to the City from claims and liabilities of every type and nature owing to the Contractor in connection with the performance of the Contract. The date of the Contract Administrator's approval by will be the date of acceptance of the Work.

### 30.0 CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE

30.1. Contractor agrees, without cost other than is specially provided for in this Contract, that at any and all times during one (1) year next following the completion and final acceptance of the Work performed under this Contract and without notice from the City, to refill all trenches or ditches that may sink or settle, to repair all breaks or failures that may occur in the Work due to defective material or workmanship.

### 31.0 CONTRACTOR'S WARRANTIES AND GUARANTIES

31.1. The Contractor warrants and guarantees that all materials used in the Work will conform to the Plans and Specifications and that all Work will be performed in a proper and workmanlike manner and in accordance with the Contract.

### 32.0 LAWS AND ORDINANCES

32.1 This Contract shall be construed under the laws of the State of Oklahoma and jurisdiction shall be in the County where the Work is performed and the Work site property is located.

32.2. The Contractor is obligated to keep fully informed of all existing and current regulations of the City, County, State and Federal laws, which in any way limit or control the actions or operations of those engaged upon the Work or affecting the materials supplied to or by it. The Contractor shall at all times observe and comply with all applicable ordinances, laws and regulations; and shall protect and indemnify the City, its officers, agents and employees against any claims or liability arising from or based on any violation of the same. All such applicable laws and ordinances are a part of this Contract as though fully set forth herein.

### 33.0. IMMIGRATION COMPLIANCE

33.1 Contractor shall demonstrate that he:

33.1.1 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

33.1.2 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-9-S for each of the Contractor's employees; and

33.1.3 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

33.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor 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.

33.2. Contractor 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, Contractor's 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 33.1 above.

#### 34.0 NOTICES

34.1. Any notices or other communications hereunder may be given to Contractor at the address given in their Proposal, to the Surety at the office of the Attorney-in-Fact signing the Contract or at Surety's home office address on file with the Insurance Commissioner of the State of Oklahoma and to the City in care of the Contract Administrator or at such place as may be otherwise designated in writing. The personal delivery at such address, or depositing in any United States mail box regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor or the City, shall be deemed sufficient service thereof, and the date of said service shall be the date of such personal delivery or mailing.

34.2. Any address may be changed at any time by an instrument in writing, executed by the Contractor or the Surety and delivered to the Contract Administrator. Nothing herein contained shall be deemed to preclude or tender inoperative the service of any notice, letter or communication upon the Contractor personally.

#### 35.0 SECTIONS AND PARAGRAPH CAPTIONS

35.1. The Section and paragraph captions and headings are not a part of the Contract Documents. They are included for convenience only and are not to be considered in the interpretation of the Contract Documents. Said captions and headings are mere labels, intended as aids in locating and reading the various portions of the Contract Documents.

#### 36.0 CONTRACT BINDING ON THE PARTIES

36.1. Except as otherwise expressly limited herein, this Contract shall be binding upon the parties and their respective heirs, representatives, successors or assigns.

[The remainder of this page intentionally left blank]

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

Approved as to Form:

City of Broken Arrow, a Municipal Corporation

*Lesli Myers*  
Assistant City Attorney

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

Attest:

*Lisa Blackford*  
City Clerk

Date: *October 31, 2017*

*[Signature]*  
Contractor

#### VERIFICATION

State of Oklahoma )  
County of *Tulsa* ) §

*Brian Homberger*, of lawful age, being first duly sworn, an oath says, that (s)he is the (President, Vice President, Chairman, Member, Partner, Other: \_\_\_\_\_) of *Momentum Services, LLC*, and is the identical person known by me to execute this Contract of his/her own free will on behalf of *Momentum Services, LLC*.

Subscribed and sworn to before me this *24<sup>th</sup>* day of *October*, 20*17*.

My Commission expires: *10-28-18*

*Sharon Stone*  
Notary Public





**DIVISION I**  
**CONTROL OF EQUIPMENT**

(General): All equipment necessary for completion of the Work contemplated under this Contract shall be in first-class operating condition and shall have been inspected and approved by the Contract Administrator before construction where the equipment is used will be permitted to begin. Thereafter, the equipment shall be maintained in first-class operating condition throughout its use for the Work under this Contract.

[The remainder of this page intentionally left blank]



**DIVISION II**  
**CONSTRUCTION SPECIFICATIONS**

All Work shall be accomplished in accordance with ODOT, EPA, and ODEQ regulations, AWWA Standards and City of Broken Arrow Codes and Standard Construction Specifications.

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**DIVISION III**  
**MATERIAL SPECIFICATIONS**

All materials shall be in accordance with materials as specified in the City of Broken Arrow Standard Construction Specifications.

[The remainder of this page intentionally left blank]

**DIVISION IV  
SPECIAL PROVISIONS**

**SP 1.0 PURPOSE:**

1.1. This bid is for the mowing and trimming of private and/or public lots; the removal and disposal of ALL trash, debris, tires, appliances, fluids, etc.; the securing of structures; tree and brush removal; clearing of property; placing security fences; draining swimming pools and other sources of stagnant water entrapment on private and/or public land as needed.

1.2. Work will be assigned to the CONTRACTOR by the issuance of individual work orders. The work order and/or Order of Abatement are the primary authority for work to be performed on a property. If any discrepancy with any other document in the work order packet is found, the CONTRACTOR shall immediately contact the Contract Administrator for clarification/correction. If the estimate of work listed on the work order, in the opinion of the CONTRACTOR, varies significantly from actual conditions found upon the property, the CONTRACTOR shall contact the CITY to reconcile any differences prior to beginning work. Payment to the contractor shall be made only through the priced contract payment items which will be identified in each individual work order. Measurement of payment of work items is defined in Bid Schedule and in some cases further explained in the following Special Provision (SP) paragraphs which follow.

1.3. This contract shall be for one year (i.e., 365 days) from date of award. Upon mutual agreement by the CITY and the CONTRACTOR, this contract may be renewed for another year, up to two total renewals, at the same unit prices. This contract will include, by reference and incorporation, the contract bid proposal, instructions to bidders, specifications, and all other documents contained in the bid packet. All actions, duties, and obligations required by the CONTRACTOR apply only to the CONTRACTOR's agents and employees. All legal protections offered to the City of Broken Arrow shall also be extended to any CITY entity involved with this contract. By issuance of this non-encumbered contract, the CITY does not relinquish its right to bid out specific contracts or projects that may include nuisance abatement, structure securing, mowing or other services provided by this contract.

1.4. Of the lots assigned by the issuance of work order, some will be vacant, some will have structures on them and others will be occupied property. Some of the trash removal and hauling will be on lots that must be mowed. Other lots that require trash removal and hauling may not have to be mowed. Contract services are required throughout the year. However, a heavier workload is experienced during the growing season. The majority of work order assignments to the Contractor will be property on which regular maintenance may have been neglected for an extended period of time, and may have irregular surfaces and/or obstructions. Such neglect will result in many properties having weeds in excess of 18".

1.5. The Contractor shall respond to approved work orders within one day (1 day) of assignment and complete assigned projects within ten days (10 days) of assignment.

1.6. All site clearance work performed on a property shall be performed in a manner so as to not create a nuisance to surrounding property.

**SP 2.0 FIELD OFFICE:** A field office on site is not required.

**SP 3.0 EQUIPMENT REQUIRED.**

Equipment and tools necessary for handling materials and performing all parts of the work shall be the responsibility of the CONTRACTOR as to design, capacity, and mechanical condition. The equipment shall be at the job site sufficiently ahead of the start of abatement operations. While not a complete listing of equipment that may be necessary to perform all activities required by this contract, the availability of the following equipment is considered a requirement of this contract.

- One (1) Cell phone for each work crew and supervisor
- One (1) Color digital camera for each work crew and supervisor
- Two 30-45 horsepower tractors with 4' to 6' mowers
- Two commercial trucks with load capacities in excess of 10 cubic yards
- Four 7-9 horsepower commercial grade hand mowers
- Four heavy-duty commercial grade weed/grass trimmers
- Two ¾ ton pickup trucks
- Two commercial grade chain saws
- One front-end loader
- One backhoe
- Computer system configured to receive and send work assignments and other electronic correspondence including but not limited to email and attachments.
- 4-6" inch tall stencils
- One (1) gas generator

Bidders must be able to send/receive work orders, invoices, etc., via electronic media. Electronic media shall be deemed to include, but not be limited to email, fax, CD, flash card, online connection, etc. Email must have the capacity of receiving and/or sending large document files, including photographs. Bidders must have the ability to provide time/dated, digital color photography.

SP 4.0 PERSONNEL REQUIREMENTS: Bidder shall provide current criminal background check documents on all employees who will be performing nuisance abatement for the City of Broken Arrow within five business days of notification of award. The City will determine if an employee's background should preclude them from working on a crew that performs abatements on private and/or public property. For future employees, background check documents shall be provided to the City prior to allowing the new employees to participate in nuisance abatement for the City of Broken Arrow

SP 5.0 PHOTOGRAPHS: The CONTRACTOR shall provide time/dated color digital photographs of the work site, in accordance with the following procedure.

5.1. Digital photographs shall be taken of each property and shall include the entire property and work areas such as buildings, fence lines/fence conditions, etc., prior to nuisance abatement or structure securing activity. Photographs shall be taken in the manner prescribed by Development Services. These photographs will include the property condition, including grass/weed height; trash, junk and debris on property and the Contractor vehicles intended to perform the nuisance abatement project. For grass/weed height, Development Services will provide the successful bidder a "Weed-o-Meter" (a device used to show incremental heights up to three feet). This device shall be visible in all photographs of tall grass/weeds.

5.2. Digital photographs shall be taken of the property again after all nuisance abatement activity and lot cleanup, including completion of structure securing and any other tasks assigned in the work order. These photographs shall include the empty and loaded vehicles showing the trash/junk/debris/appliances removed.

5.3. All before and after photographs shall be submitted to the CITY with the Contractor's invoice. Photos shall be time/dated and submitted in digital format on suitable media such as formatted CD's and DVD's or other electronic media approved by the CITY. The address of the property shall be labeled or indicated on the media. Printed pictures are not acceptable.

5.4. The cost of photographs shall be included in the unit costs of the respective items bid. No separate payment will be made for photographs.

SP 6.0 SAFETY PROGRAM: Bidders shall submit with the proposal, a copy of their internal company safety program.

## SP 7.0 GENERAL REQUIREMENTS:

7.1. The contractor will be given individual and/or groups of work orders on a daily and/or weekly basis, as specified by the One-Stop Manager. Work must start on one or more of the assigned work orders within 24 hours of receipt, excepting weekends, City of Broken Arrow holidays and Ozone Alert days. All work orders shall be completed as quickly as possible and within ten days, or less, of assignment. For purposes of this contract and bid, date of assignment will be the date work orders are made available for pickup and/or date sent via electronic media.

7.2. Some lots included in work orders will be side-by-side and owned by the same property owner. The costs of such lots will be the lesser of the individual lot costs or the combined lot sizes.

7.3. Transfer of work orders, photographs, invoices, etc. shall be performed electronically or with hard copies, as directed by the Contract Administrator. Electronic transfer of media includes digital photographs, email, fax and/or other media determined appropriate by the Contract Administrator. Jobs/Work orders of \$1,000.00 or more shall require a verification estimate by the Contractor and submitted to the One-Stop Manager, all prior to commencement of work.

7.4. Prior to beginning any work order, the Contractor shall obtain digital color photographs of the work location. Photographs shall be taken in the manner prescribed above.

7.5. The work order and Notice to Abate are the primary authority for nuisance abatement. If any discrepancy arises with any other documentation during the execution of the work order (i.e. property photographs and legal description on notice/map do not match) it is the responsibility of the Contractor to contact the Contract Administrator before any work begins. Failure to do so will result in the Contractor absorbing all costs of the abatement on incorrectly designated property.

7.6. If the estimated trash shown on the work order varies by more than three cubic yards from actual conditions on the property, the Contractor shall contact the Contract Administrator to reconcile any differences, prior to beginning any work. Contractor shall provide an itemized estimate of costs for work orders that exceed \$1,000.00, prior to performing any work.

7.7. The use of equipment to execute any portion of a work order is at the discretion of the Contractor and is inclusive of abatement costs. When the Contractor elects to use equipment in the performance of a work order (i.e. using a front-end loader to haul trash/debris/appliances, etc.), the Contractor is responsible for correcting any and all property damage incurred by the use of the equipment at Contractor's own expense.

7.8. Contractor shall confine all equipment and employees to the lot/parcel identified in the work order. Contractor shall not use adjacent property (whether vacant or not) for access purposes without express written approval by the adjacent property owner. Contractor is responsible for correcting any and all property damage incurred by the use of adjacent property at Contractor's own expense.

7.9 Contractor shall maintain frequent communications, utilizing cell phones, email and/or faxes with the Development Services representative(s), as necessary. Directives and approvals shall be in writing, except in cases where expediency makes this impossible (verbal approvals in these situations are valid when followed by written confirmation).

7.10 Contractor shall provide a daily and/or weekly email report on all assigned work orders to include work order status, summary of work completed and routing information. All work on each work order must be completed to the satisfaction of the Contract Administrator, per this contract. Invoices will not be paid until all work is accepted and approved by the Contract Administrator.

7.11 Invoices shall be submitted after completion of all work; each property shall have its own

invoice packet. Photographs of the property both prior to and after completion of the work shall accompany each invoice and shall be in digital format (printed pictures are not acceptable). The invoice packet shall include the following:

A. Cover Sheet, on Letter Head, with summary information

1. Invoice Number
2. Work Order Number/Case Number
3. Address of the Property
4. Total Direct Costs (Quantities performed at contract unit prices)
5. Signature of Contractor
6. Signature line for the Development Services Representative

B. Photographs in digital format

7.12 The Contractor shall comply with all federal, state, county and City of Broken Arrow laws, ordinances, statutes, rules and regulations governing all aspects of work, including disposal of bio-hazards, debris, tires, oils, fluids, gases, appliances, etc.

**SP 8.0 MOWING/TRIMMING:** All vegetation must be cut to a uniform height of not more than three inches. Trimming height must match mowed height or be below the adjacent grass or structure. The Contractor is responsible to obtain a uniform cut on the entire lot assigned. Mowing will include the designated parcel and all right-of-ways, easements, yards and alleys. Cleaning of vegetation clippings and trash from the property, to include but not be limited to the lot, street, rights-of-way (including alleys) and easements is the Contractor's responsibility and must be completed prior to billing. In no case will clippings be blown or flushed into any street or storm water system. Two cubic yards or less of surface trash shall be removed at the time of mowing and will be inclusive of the mowing costs/charges. Surface trash amounts in excess of two yards removed from mowed lots will be paid under the item for Debris and Trash Removal by the cubic yard, when authorized in the work order.

**SP 9.0 DEBRIS AND TRASH REMOVAL AND DISPOSAL:**

9.1 A certain amount of surface trash may be found on lots needing mowing only (as noted in the Special Provision for Mowing/Trimming). Some lots that require trash removal and hauling may not have to be mowed. All visible trash, junk, debris, litter, appliances, etc. must be removed and disposed of in accordance with all applicable laws and to the satisfaction of the Contract Administrator and work order directive. Tree limbs and brush piles on the ground are considered debris. Costs for trash removal shall be inclusive of cleaning, loading, hauling and disposal.

9.2 Tires and appliances must be disposed of in accordance with ALL applicable federal, state and local laws. Separate work items are provided for disposal of tires.

9.3 Removal of trees and brush shall be done, when appropriate, via chipping/shredding, unless the cost for chipping/shredding would exceed the cost of hauling/disposal without chipping/shredding. All chipped trees and brush must be directed into a truck or appropriate vehicle for disposal. NOTE: mulch may be left upon the property with written approval from the property owner. **At no time will there be separate payment for chipping/shredding. Payment for chipped trees and brush shall be based upon the pre-shredded volume which shall be measured and agreed upon with the City in advance of chipping/shredding.**

**SP 10.0 BOARDING AND SECURING STRUCTURES:** ALL openings to vacant structures shall be secured in accordance with the assigned work order and in the following manner.

10.1 Unless otherwise directed, properties will be boarded/secured using standard ½" CDX Plywood and 2-3" wood screws and to the approval of the Contract Administrator. All plywood installed over openings shall be painted with exterior latex, light gray paint.

10.2 The Contractor will affix to the boarding (using the 4-6" inch stencil and dark paint) the following information

- Contractor Initials
- Date of securing (format DD/MM/YY)
- Work order number

10.3 All Boarding and Securing work orders shall be completed within 48 hours of receipt unless otherwise approved by the City or noted in the work order.

**SP 11.0 HIGH SECURITY BOARDING (IAW U.S. FIRE ADMINISTRATION GUIDELINES**

**BROCHURE)**: When directed, properties that are identified as chronic violations will be boarded/secured in accordance with the High Security Boarding as designated in the U.S. Fire Administration, *Board Up Procedures* guide and to the satisfaction of the Contract Administrator. For purposes of this contract and bid, Development Services will identify chronic violations on the work order and the Contractor will execute the work order accordingly. A copy of the U. S. Fire Administration *Board Up Procedures* is attached for reference purposes.

11.1 All High Security Boarding work orders shall be completed within 48 hours of receipt unless otherwise approved by the City or noted in the work order.

11.2 All plywood and bracing installed over openings shall be painted with exterior latex, light gray paint.

11.3 The Contractor will affix to the boarding (using the 4-6" inch stencil and dark paint) the following information

- Contractor Initials
- Date of securing (format DD/MM/YY)
- Work order number

**SP 12.0 SERVICE AND/OR WAIT CALLS**: Service and/or wait call is defined as a situation in which the contractor is unable to begin **any** portion of the abatement **and** the wait is in excess of 15 minutes. Wait time begins when the contractor notifies the City that they are unable to begin work, providing the reason for the inability to begin work. The primary purpose of wait time is to allow the CITY an opportunity to quickly resolve an access issue should one arise, so the CONTRACTOR can commence work. Wait time will commence after 15 minutes following a proper notification. Wait time will be measured to the nearest one half (1/2) hour after the first 15 minutes.

**SP 13.0 COMPLETED BY OWNER**: This item is to provide for mobilization costs when the contractor arrives at the property designated in a work order and the violations described in the work order no longer exist. Photographs shall be obtained at the property and submitted as prescribed.

**SP 14.0 WATER DRAINAGE**: Contractor shall pump stagnant water into the sanitary sewer system, or into a portable tank for lawful off-site disposal in accordance with all laws and regulations. In no case will the Contractor allow stagnant water to be pumped into or enter into the storm water system. All debris, leaves, limbs, etc., required to be removed will be charged separately as debris and trash removal. In no case will the Contractor allow stagnant water to be pumped in a manner as to create a public nuisance upon other public and/or private property.













September 5, 2018

Mr. Joe Wilford,

This letter is to make you aware it is Momentum services L.L.C., desire to continue our working relationship with the city of Broken Arrow , By exercising our first renewal of Bid # 18.111 , for the 2018-19 contract period .Provided this request meets the approval of the City and its representatives . Let it show that I, Brian A Homberger being 100% owner and fully Authorized to bind Momentum Services in this matter. Makes this formal request, if and when approved and instructed I will get bonds and insurance verifications update and in place for this renewal period.

Thank you for your consideration

A handwritten signature in black ink, appearing to read "Brian A Homberger", is written over the typed name.

Brian A Homberger

Owner

Momentum Services L.L.C.

**RENEWAL OF A NUISANCE ABATEMENT PROPERTY STRUCTURE SECURING  
AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND MOMENTUM  
SERVICES, LLC,**

**RECITALS**

**WHEREAS**, the City and the Momentum Services, LLC originally entered into an Abatement Property Structure Securing Agreement on the October 6, 2017.

**WHEREAS**, the City and Momentum Services, LLC wish to renew the Agreement to become effective October 6, 2018, through October 6, 2019; and

This renewal shall remain in full force and effect October 6, 2018 through October 6, 2019. Upon approval and execution of the parties, this Renewal shall be attached to and become a part of the Abatement Property Structure Securing Agreement between the City of Broken Arrow and Momentum Services, LLC.

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

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
Momentum Services, LLC

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Development Services Director

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

CITY OF BROKEN ARROW, OKLAHOMA

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 18-1090, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to purchase Cisco Smartnet Maintenance Services from Chickasaw Telecom, Inc. pursuant to the Oklahoma Statewide Contract

**Background:**

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

Sufficient funds were budgeted for this expenditure in this year's budget. Staff recommends that the Council approve the purchase of CISCO Smartnet Maintenance Services from Chickasaw Telecom. This expenditure was budgeted in the FY18 budget.

**Cost:** \$61,829.49

**Funding Source:** Budgeted Maintenance Expense

**Requested By:** Stephen Steward, IT Director

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

**Attachments:** Cisco Smartnet 2018 -2019 Quote Maintenance Renewal FY19

**Recommendation:**

Approve and authorize the purchase of Cisco Smartnet Maintenance Services from Chickasaw Telecom, Inc. pursuant to the Statewide Contract

Date: September 7, 2018

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

Ph: 918-259-2400

Fax:



Product #	Product Description	Qty.	Unit List Price	Unit Price	Extended Price
211211607	SmartNet renewal - 2017-18. Cotermius to Oct 1st, 2019 Contract details in 211211607 below	1	\$73,606.54	\$61,829.49	\$61,829.49

Tax/Shipping not included  
Cisco State Contract:ITSW1006 - SW1006C      Total:      \$61,829.49



Quote Valid 30 Days  
\*Lead Times are Estimates in business days plus shipping.  
if you have a project deadline. Please let us know when you place the order.  
Warranty: 1 Year (with Smartnet)  
Payment Terms: Upon Receipt of Goods  
ALL SALES FINAL, No Returns without Manufacturer's Approval

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

**Date** 07-Sep-2018

<b>Quote Info</b>	<b>Quote Number</b>	211211607
	<b>Quote Name</b>	
	<b>Buy Method</b>	Distribution
	<b>Quote Net Amount</b>	73606.54
	<b>Quote Extended List Price</b>	73606.54
	<b>Deal ID</b>	
	<b>Non-standard</b>	No
	<b>Takeover</b>	No
	<b>US Federal Government</b>	No
	<b>Quote Status</b>	Valid
	<b>Quote Currency</b>	USD
	<b>Quote Created By</b>	smartnet@chickasawtel.com

<b>Disti Info</b>	<b>Distributor Name</b>	SCANSOURCE
	<b>Bill to ID</b>	1006831445
	<b>Bill to Name</b>	SCANSOURCEGOV INC
	<b>Bill to GU</b>	SCANSOURCE INC
	<b>Bill to OU</b>	CISCO US OPERATING UNIT
	<b>Bill to Address Line 1</b>	6 LOGUE COURT
	<b>Bill to Address Line 2</b>	
	<b>Bill to City</b>	GREENVILLE
	<b>Bill to State</b>	SC
	<b>Bill to Country</b>	US
	<b>Bill to Zip/Postal Code</b>	29615

<b>Product Number</b>	<b>Product Description</b>	<b>Last Date of Support</b>
CP-7942G=	Cisco UC Phone 7942, spare	31-JAN-2021
CISCO2911-V/K9	Cisco 2911 Voice Bundle, PVD3-16	31-DEC-2022
ISM-SRE-300-K9	Internal Services Module (ISM) with 5	31-DEC-2022
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G-CCME	Cisco UC Phone 7962 with 1 CCME I	31-JAN-2021
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
ATA187-I1-A=	^Cisco ATA 187 with configurable im	31-DEC-2019
CUWL-LIC-STD-K9	Unified Workspace Licensing - Top L	
LIC-UWL-STD1	Services Mapping SKU, Under 1k UV	
ANLG-DEV-UWL	Analog, non-app device add-on for U	
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
WS-C3560CG-8PC-S	Catalyst 3560C Switch 8 GE PoE, 2 x	31-OCT-2021
CISCO2901-V/K9	Cisco 2901 Voice Bundle, PVD3-16	31-DEC-2022
C2911-CME-SRST/K9	2911 Voice Bundle w/PVD3-16,FL-I	31-DEC-2022

UCSC-C220-M3SBE=	^UCS C220 M3 SFF TRC2 Server	31-DEC-2021
UCSC-C220-M3SBE=	^UCS C220 M3 SFF TRC2 Server	31-DEC-2021
UCSC-C220-M3SBE=	^UCS C220 M3 SFF TRC2 Server	31-DEC-2021
WS-C4510R+E	Catalyst 4500E 10 slot chassis for 48	
IE-3000-4TC	Cisco IE 3000 Switch, 4 10/100 + 2 T	
CP-8961-C-K9=	^Cisco UC phone 8961, Charcoal, St	31-JUL-2020
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-9951-C-K9=	Cisco UC Phone 9951, Charcoal, Sta	31-JUL-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-8945-K9=	^Cisco Unified Phone 8945, Phantom	31-MAR-2021
CP-7945G=	Cisco UC Phone 7945, Gig Ethernet,	30-JUN-2023
CP-8831-K9=	Cisco 8831 Base/Control Panel for N	
CP-8851-K9=	Cisco IP Phone 8851	
CP-8851-K9=	Cisco IP Phone 8851	
CP-8851-K9=	Cisco IP Phone 8851	
CP-8841-K9=	Cisco IP Phone 8841	
CP-8841-K9=	Cisco IP Phone 8841	
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CP-8841-K9=	Cisco IP Phone 8841	
CP-8841-K9=	Cisco IP Phone 8841	
ATA190	UC 2 Port Analog Telephone Adapter	
CP-8851-K9=	Cisco IP Phone 8851	
CP-8851-K9=	Cisco IP Phone 8851	

CP-8851-K9=	Cisco IP Phone 8851	
CP-8851-K9=	Cisco IP Phone 8851	
CP-8851-K9=	Cisco IP Phone 8851	
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CP-8851-K9=	Cisco IP Phone 8851	
CP-8841-K9=	Cisco IP Phone 8841	
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CP-8851-K9=	Cisco IP Phone 8851	
CP-8851-K9=	Cisco IP Phone 8851	
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
CP-7962G=	Cisco UC Phone 7962, spare	31-JAN-2021
CP-8841-K9=	Cisco IP Phone 8841	
CP-8831-K9=	Cisco 8831 Base/Control Panel for N	
CP-8851-K9=	Cisco IP Phone 8851	
CP-8851-K9=	Cisco IP Phone 8851	



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[illegible]

[illegible]

WS-C4510RE-S7+96V+	4510R+E Chassis, Two WS-X4748-F	31-OCT-2022
C2911-CME-SRST/K9	2911 Voice Bundle w/PVDM3-16,FL-1	31-DEC-2022
CP-7937G=	^Cisco UC Conference Station 7937	31-MAR-2019
CP-7937G=	^Cisco UC Conference Station 7937	31-MAR-2019
WS-C3560V2-24PS-E	Catalyst 3560V2 24 10/100 PoE + 2 S	31-MAY-2021
CP-7942G=	Cisco UC Phone 7942, spare	31-JAN-2021
CP-7942G=	Cisco UC Phone 7942, spare	31-JAN-2021
CP-6921-C-K9=	Cisco UC Phone 6921, Charcoal, Sta	31-JUL-2019
ATA187-I1-A=	^Cisco ATA 187 with configurable im	31-DEC-2019
ATA187-I1-A=	^Cisco ATA 187 with configurable im	31-DEC-2019
CP-7942G=	Cisco UC Phone 7942, spare	31-JAN-2021

<b>Price Protection Ends</b>	20-OCT-2018
<b>Cisco Capital</b>	No

<b>Reseller Info</b>	<b>Reseller Bill to ID</b>	218402
	<b>Reseller Bill to Name</b>	CHICKASAW HOLDING
	<b>Reseller Bill to GU</b>	CHICKASAW HOLDING COMPANY
	<b>Reseller Bill to OU</b>	CISCO US OPERATING UNIT
	<b>Reseller Bill to Address Line 1</b>	5 NORTH MCCORMICK
	<b>Reseller Bill to Address Line 2</b>	
	<b>Reseller Bill to City</b>	OKLAHOMA CITY
	<b>Reseller Bill to State</b>	OK
	<b>Reseller Bill to Country</b>	US
	<b>Reseller Bill to Zip/Postal Code</b>	73127-6620
	<b>Reseller to Contact First Name</b>	
	<b>Reseller to Contact Last Name</b>	
	<b>Reseller Bill to Email</b>	
	<b>Reseller Bill to Phone Number</b>	

<b>PAK/Serial Number</b>	<b>Instance Number</b>	<b>Major/Minor</b>
FCH1704946E	1308086958	Major
FTX1728AHB2	1432210723	Major
	1432210890	Minor
FCH171684FH	1432211116	Major
FCH171684M7	1432211130	Major
FCH1716A4NT	1432211147	Major
FCH1717827U	1432239856	Major
FCH171782R0	1432239877	Major
FCH171782XV	1432239896	Major
FCH1717831G	1432239913	Major
FCH17248TE4	1432239920	Major
FCH17248RXY	1453259482	Major
FCH17358VZT	1454082813	Major
	1458408261	Major
	1458408451	Minor
	1458408569	Minor
FCH17329YHP	1459895092	Major
FCH173397BG	1459895114	Major
FCH173397ND	1459895121	Major
FCH173398G7	1459895128	Major
FCH1733A1F0	1459895132	Major
FOC1738Y0VU	1459895158	Major
FTX173986F9	1459895202	Major
FTX1739AMTX	1459902303	Major

FCH1733V1UN	1459902460 Major
FCH1733V1R1	1459902626 Major
FCH1733V1U9	1459902767 Major
FXS1737Q3ZA	1471637920 Major
FOC1743V360	1473941426 Major
FCH1804892G	1521834077 Major
PUC17481JPD	1521835779 Major
FCH18038ESE	1521849503 Major
PUC175005FC	1530650777 Major
PUC175005KQ	1530650804 Major
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PUC17491DF1	1536706125 Major
PUC17491DHJ	1536706136 Major
PUC17491DHP	1536706148 Major
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FCH191290PQ	1654089335 Major



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FDO1932P06Z  
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FDO1932P1SU  
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FCH2034F5ZW

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FLM2103W3JN  
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FCH2103DMRL  
FCH2102E6EP  
FCH2109DLTP  
FCH2108E672  
FCH2109DKRL  
FCH2109DK5V  
FCH2109DKLC  
FCH2110DHFJ  
FCH2108E663  
FCH2110D218  
FCH2110D2BB  
FCH2110DGMK  
FCH2109DMRK  
FCH2110DDBQ  
FCH2110DNZ2  
FCH2108D7KL  
FCH2109DQC0  
FCH2108E083  
FCH2108EEPJ  
FCH2109DAX0  
FCH2110E996  
FCH2110DNMQ  
FCH2109D7UE  
FCH2110DNDB  
FCH2109D7TL  
FCH2108DQVC  
FCH2109DR55  
FCH2108EC5J  
FCH2110E8NF  
FCH2108DX9L  
FCH2108EG72  
FCH2109D7TG  
FCH2109D81B  
FCH2108E081  
FCH2108DQVB  
FCH2108EEJH  
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FCH2109D813  
FCH2109D7TQ  
FCH2110DZC5  
FCH2109DAXT  
FCH2110DNPZ

435604691 Major  
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SNT	SNTC 8X5XNBD	CON-SNT-CP8831K9
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CON-SNTP-4510RES7  
CON-SNT-2911CMST  
CON-SNT-CP7937  
CON-SNT-CP7937  
CON-SNT-V224PSE  
CON-SNT-CP7942  
CON-SNT-CP7942  
CON-SNT-21CK  
CON-SNT-ATA187I1  
CON-SNT-ATA187I1  
CON-SNT-CP7942



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1187331	02-OCT-2018	01-OCT-2019
1187331	02-OCT-2018	01-OCT-2019
1187331	02-OCT-2018	31-JUL-2019
1187331	02-OCT-2018	01-OCT-2019
1187331	02-OCT-2018	01-OCT-2019
1187331	02-OCT-2018	01-OCT-2019

Quantity	Revenue Source Code	Unit List Price
	1 R	11
	1 R	520
	1 R	150
	1 R	11
	1 R	11
	1 R	11
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	1 R	28
	1 R	0
	401 R	50
	40 R	6
	1 R	11
	1 R	11
	1 R	11
	1 R	11
	1 R	11
	1 R	123
	1 R	361
	1 R	453

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1 R	4546
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Prorated List Price	Extended Net Price	End Customer ID
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520		520 741409
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CITY OF BROKEN ARROW

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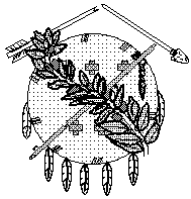
74012

**Ship to Address Line 1**

**Ship to Address Line 2**

**Ship to City**





# City of Broken Arrow

## Request for Action

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**File #:** 18-1094, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 9-18-2018**

**Title:**

Approval of and authorization to purchase one (1) Toro 4700-D mower from Professional Turf pursuant to the Oklahoma Statewide Mowers and Handheld Equipment State Contract, for the Parks and Recreation Department

**Background:**

The Parks and Recreation Department has budgeted for the purchase of a wide area mower. This mower will replace an older unit.

This mower will be purchased under the Oklahoma Statewide Contract, Mowers and Hand Held Equipment, number SW0190. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase vehicles from this contract. Pricing under this contract is good until March 30, 2019.

The bid tabulation includes the lowest bidding vendors for the all the brands of wide area mowers under this contract. Pricing is reflected in the attached bid tabulation. Staff recommends that the Council award the lowest responsible bid to Professional Turf for the purchase of one Toro 4700-D mower.

**Cost:** \$79,795.26

**Funding Source:** Sales Tax Capital Improvement Fund

**Requested By:** Lee Zirk, General Services Director

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

**Attachments:** State contract SW0190 bid tabulation for wide area mower

**Recommendation:**

Approve the purchase of one (1) Toro 4700-D mower from Professional Turf pursuant to the Oklahoma Statewide Mowers and Handheld Equipment State Contract



Mowers and Handheld Equipment

State Contract SW190

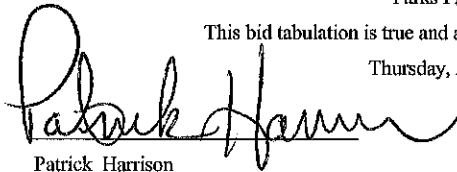
Expires 03/30/2019

Vendor		Professional Turf	John Deere Turf & Utility	Jacobsen
Specification		Toro 4700-D Mower	John Deere 1442TC Terrain Cut Mower	Jacobsen AR722T Rotary Mower
Item	Qty.	each price	each price	each price
Mower	1	\$79,795.26	\$81,425.00	\$84,159.00
<b>Total</b>		<b>\$79,795.26</b>	<b>\$81,425.00</b>	<b>\$84,159.00</b>
Vendor location		Broken Arrow, Ok.	Cary, Nc.	Bethany, Ok.
Delivery		120 days	120 days	120 days
Warranty		2yr/Unlimited	2yr/Unlimited	2yr/2K Hrs.

Parks Project 196001

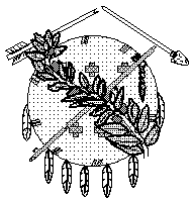
This bid tabulation is true and accurate to the best of my knowledge

Thursday, August 30, 2018



Patrick Harrison

Purchasing Manager



# City of Broken Arrow

## Request for Action

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**File #:** 18-1091, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to purchase equipment for a Windows Server 2016 Hyper-V cluster from the state contract pursuant to the Western States Contracting Alliance

**Background:**

In May of 2009, the Information Technology Department began virtualizing the city's servers using Microsoft Windows 2008 Server Hyper-V cluster. Staff has updated the cluster to double the capacity in 2014 using Windows 2012 Server with 60 servers currently running in that environment. As a result the capacity of these servers has been reached and staff is proposing to build a new cluster utilizing Windows Server 2016 in our data center at the Public Safety Center. The new cluster design will consist of three new host servers connected to our existing SAN and will have approximately twice the City's current capacity and will allow the City to continue the virtualization effort into the future. This new cluster can easily be expanded as needed to continue to provide growth for all city departments.

Section 2-27 of the Broken Arrow Code address exceptions to competitive bidding. The Code provides that competitive bidding is not required for supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate prices for things purchased by the state, regardless of whether such price is negotiated with a vendor or otherwise, may be acquired without competitive bidding. The central Purchasing Division of the Department of Central Services for the State of Oklahoma has entered into a contract under the Western States Contracting Alliance for computers, printers, and LAN storage. Because of this exception in the Code, the City may purchase the necessary equipment for this project from the state contract.

The City of Broken Arrow has standardized on DellEMC servers. Based upon the state contract and specifically bases on the guidelines provided in the Western States Contracting Alliance (WSCA) Computers, Printers, and LAN Contract, Staff recommends DellEMC Servers and DellEMC Networking Switches for the virtualization infrastructure.

**Cost:** \$69,443.08

**Funding Source:** Sales Tax Capital Improvement budgeted project

**Requested By:** Stephen Steward, IT Director

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

**Attachments:** Dell Hyper-V Quote.

**Recommendation:**

Approve and authorize the purchase of the Windows Server 2016 Hyper-V cluster pursuant to the Western States Contracting Alliance.



## A quote for your consideration!

**Total: \$69,443.08**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b> 3000028384961.1	<b>Quote date:</b> Aug. 30, 2018	<b>Quote expiration:</b> Sep. 29, 2018	<b>Solution ID:</b> 10002730	<b>Deal ID:</b> 15108348
<b>Company name:</b> CITY OF BROKEN ARROW	<b>Customer number:</b> 657299	<b>Phone:</b> (918) 251-5311		
<b>Sales rep information:</b> Albert Nguyen Albert_Nguyen@Dell.com (800) 456-3355 Ext: 80000	<b>Billing Information:</b> CITY OF BROKEN ARROW P O BOX 610 BROKEN ARROW OK 74013-0610 US (918) 251-5311			

## Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Networking S4128 - [amer_s4128_12358]	2	\$6,745.18	\$13,490.36
PowerEdge R640 - Hyper-V Nodes	3	\$18,570.91	\$55,712.73
<b>Subtotal:</b>			\$69,203.09
<b>Shipping:</b>			\$239.99
<b>Environmental Fees:</b>			\$0.00
<b>Non-Taxable Amount:</b>			\$69,443.08
<b>Taxable Amount:</b>			\$0.00
<b>Estimated Tax:</b>			\$0.00
<b>Total:</b>			<b>\$69,443.08</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Albert Nguyen

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Group 1 - Group 1

**Shipping Contact:**  
RECE DEPT

**Shipping phone:**  
(918) 251-5311

**Shipping via:**  
Express Delivery

**Shipping Address:**  
1700 W DETROIT  
PURCHASING WHSE  
BROKEN ARROW  
OK 74012-0001  
US

SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">Dell Networking S4128 - [amer_s4128_12358]</a>	2	\$6,745.18	\$13,490.36
	<b>Estimated delivery date:</b> Sep. 4 - 5, 2018			
	<b>Contract No:</b> WN26AGW			
	<b>Customer Agreement No:</b> SW1020D			
210-ALTI	Dell EMC Switch S4128T-ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, PSU to IO, 2 PSU, OS10	2	-	-
619-AMJB	OS10 Enterprise S4128T-ON	2	-	-
332-1286	US Order	2	-	-
343-BBGC	Dell EMC Networking S4100-ON Americas User Guide	2	-	-
814-1524	Dell Hardware Limited Warranty 1 Year	2	-	-
814-1557	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	2	-	-
814-1559	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended	2	-	-
814-1583	ProSupport:7x24 HW/SW Technical Support and Assistance, 5 Years	2	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	2	-	-
997-6306	Info 3rd Party Software Warranty provided by Vendor	2	-	-

804-2146	ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	2	-	-
821-5785	ProDeploy Dell Networking S Series 4XXX Switch - Deployment	2	-	-
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2	-	-
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	2	-	-
470-AAGE	Dell Networking,Cable,40GbE (QSFP+) to 4 x 10GbE SFP+ Passive Copper Breakout Cable, 3 Meters	2	-	-
470-ABOW	Dell Networking Cable,100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 2 Meter	2	-	-
SKU	Description	Qty	Unit Price	Subtotal
	<b>PowerEdge R640 - Hyper-V Nodes</b>	3	\$18,570.91	\$55,712.73
	<b>Estimated delivery date:</b> Oct. 5, 2018			
	<b>Contract No:</b> WN26AGW			
	<b>Customer Agreement No:</b> SW1020D			
210-AKWU	PowerEdge R640 Server	3	-	-
329-BDKC	PowerEdge R640 Motherboard	3	-	-
461-AADZ	No Trusted Platform Module	3	-	-
321-BCQF	3.5 Chassis with up to 4 Hard Drives and 3PCIe slots	3	-	-
340-BKNE	PowerEdge R640 Shipping	3	-	-
340-BLUC	PowerEdge R640 x4 and x10 Drive Shipping Material	3	-	-
338-BLUW	Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s , 16.5M Cache, Turbo, HT (105W) DDR4-2400	3	-	-
374-BBPT	Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s , 16.5M Cache, Turbo, HT (105W) DDR4-2400	3	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	3	-	-
412-AAIQ	Standard 1U Heatsink	3	-	-
412-AAIQ	Standard 1U Heatsink	3	-	-
370-ADNU	2666MT/s RDIMMs	3	-	-
370-AAIP	Performance Optimized	3	-	-
780-BCDS	Unconfigured RAID	3	-	-
405-AANT	PERC H730P RAID Controller, 2GB NV Cache, Mini card	3	-	-

619-ABVR	No Operating System	3	-	-
421-5736	No Media Required	3	-	-
385-BBKT	iDRAC9,Enterprise	3	-	-
528-BBWT	OME Server Configuration Management	3	-	-
379-BCQY	iDRAC Group Manager, Disabled	3	-	-
379-BCSG	iDRAC,Legacy Password	3	-	-
330-BBGN	Riser Config 2, 3x16 LP	3	-	-
540-BBUK	Broadcom 57416 2 Port 10Gb Base-T + 5720 2 Port 1Gb Base-T, rNDC	3	-	-
429-ABBF	No Internal Optical Drive for x4 and x8 HDD Chassis	3	-	-
384-BBQJ	8 Standard Fans for R640	3	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	3	-	-
325-BCHG	LCD Bezel	3	-	-
350-BBJS	Dell EMC Luggage Tag	3	-	-
350-BBKC	Quick Sync 2 (At-the-box mgmt)	3	-	-
384-BBBL	Performance BIOS Settings	3	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	3	-	-
387-BBMK	Energy Star	3	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	3	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	3	-	-
332-1286	US Order	3	-	-
813-9255	Dell Hardware Limited Warranty Plus On-Site Service	3	-	-
813-9283	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	3	-	-
813-9287	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	3	-	-
813-9288	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	3	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	3	-	-
975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	3	-	-

900-9997	On-Site Installation Declined	3	-	-
973-2426	Declined Remote Consulting Service	3	-	-
370-ADNF	32GB RDIMM 2666MT/s Dual Rank	48	-	-
400-ASWL	240GB SSD SATA Mix Use 6Gbps 512e 2.5in Hot-plug Drive,3.5in HYB CARR, S4600, 3 DWPD,1314 TBW	6	-	-
540-BBCZ	Intel Ethernet i350 QP 1Gb Server Adapter, Low Profile	3	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	6	-	-

Subtotal:	\$69,203.09
Shipping:	\$239.99
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$69,443.08



Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

## Important Notes

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### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

[http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions\\_ex-gc.pdf](http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf) ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



# City of Broken Arrow

## Request for Action

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**File #: 18-1107, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Award the lowest responsible bid to Bright Lighting, Inc., dba BL Tower Construction and approve and authorize execution of a construction contract for Wolf Creek Subdivisions Rehabilitation (Project No. ST1806) including the Base Bid as well as Additive Alternate Number 1 and Additive Alternate Number 2

**Background:**

The various Wolf Creek Subdivisions are made up of predominately concrete streets along with some asphalt streets, and concrete curb & gutter which require rehabilitation due to age and deterioration. The Engineering and Construction Department produced plans to address said rehabilitations within the Wolf Creek Subdivisions which included a Base Bid as well as Additive Alternate Number 1 & Additive Alternate Number 2.

Bid documents were prepared and advertised on August 13<sup>th</sup> and 20<sup>th</sup>. Two bids were received and opened on September 11, 2018.

**Cost:** \$1,407,502.10

**Funding Source:** 2014 GO Bond

**Requested By:** Alex Mills, P.E., CFM, Director

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

**Attachments:** Certified Bid Tabulation

**Recommendation:**

Award the lowest responsible bid to Bright Lighting, Inc., dba BL Tower Construction and approve and authorize execution of a construction contract for Wolf Creek Subdivisions Rehabilitation (Project No. ST1806) including the Base Bid as well as Additive Alternate Number 1 & Additive Alternate Number 2.

BID TABULATION  
WOLF CREEK SUBDIVISIONS REHABILITATIONS  
PROJECT NO. ST1806 BID NO. 19.112

ESTIMATE

BID OPENING 09/11/18 AT 2:00 P.M. AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING

WOLF CREEK SUBDIVISIONS REHABILITATIONS BASE BID				ENGINEER'S ESTIMATE		BRIGHT LIGHTING, INC. DBA: BL TOWER CONSTRUCTION 11111 E. PINE ST. TULSA, OK 74116 (918)834-8020		GRADE LINE CONSTRUCTION, LLC BOX 2528 OK 74013		PO BROKEN ARROW, (918)402-5001
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
202(A)	UNCLASSIFIED EXCAVATION	CY	700	\$15.50	\$10,850.00	\$14.00	\$9,800.00	\$15.00	\$10,500.00	
221(C)	TEMPORARY SILT FENCE	LF	500	\$3.00	\$1,500.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	
221(K)	TEMPORARY FIBER LOG	LF	300	\$10.00	\$3,000.00	\$8.00	\$2,400.00	\$6.00	\$1,800.00	
230(A)	SOLID SLAB SODDING	SY	1709	\$5.00	\$8,545.00	\$3.00	\$5,127.00	\$3.00	\$5,127.00	
303(A)	AGGREGATE BASE TYPE A	CY	500	\$45.00	\$22,500.00	\$38.45	\$19,225.00	\$40.00	\$20,000.00	
414(E)	FULL DEPTH P.C. CONCRETE PATCHING (COMPLETE-IN-PLACE)	SY	14200	\$85.00	\$1,207,000.00	\$50.00	\$710,000.00	\$58.00	\$823,600.00	
609(A)	CONCRETE CURB (6" BARRIER-INTEGRAL)	LF	782	\$11.00	\$8,602.00	\$18.55	\$14,506.10	\$12.00	\$9,384.00	
609(B)	2'-2" COMBINED CURB & GUTTER (6" BARRIER)	LF	907	\$26.00	\$23,582.00	\$22.35	\$20,271.45	\$20.00	\$18,140.00	
610(A)	4" CONCRETE SIDEWALK	SY	1109	\$47.00	\$52,123.00	\$45.00	\$49,905.00	\$40.00	\$44,360.00	
610(I)	TACTILE WARNING DEVICE-NEW	SF	880	\$40.00	\$35,200.00	\$28.80	\$25,344.00	\$24.00	\$21,120.00	
611(M)	REPLACEMENT OF CAST IRON HOOD	EA	12	\$1,000.00	\$12,000.00	\$269.00	\$3,228.00	\$750.00	\$9,000.00	
612(A)	MANHOLES ADJUST TO GRADE	EA	16	\$1,000.00	\$16,000.00	\$1,216.00	\$19,456.00	\$650.00	\$10,400.00	
612(C)	INLET ADJUST TO GRADE	EA	13	\$1,500.00	\$19,500.00	\$1,300.00	\$16,900.00	\$3,000.00	\$39,000.00	
612(E)	VALVE BOXES ADJUST TO GRADE	EA	4	\$450.00	\$1,800.00	\$320.00	\$1,280.00	\$400.00	\$1,600.00	
612(F)	METER BOXES ADJUST TO GRADE	EA	1	\$660.00	\$660.00	\$352.00	\$352.00	\$350.00	\$350.00	
619(B)	REMOVAL OF CURB AND GUTTER	LF	919	\$8.00	\$7,352.00	\$2.50	\$2,297.50	\$5.00	\$4,595.00	
619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	14200	\$7.00	\$99,400.00	\$4.50	\$63,900.00	\$6.50	\$92,300.00	
619(B)	REMOVAL OF DRAINAGE INLETS	EA	6	\$1,000.00	\$6,000.00	\$445.00	\$2,670.00	\$500.00	\$3,000.00	
619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	91	\$17.00	\$1,547.00	\$5.15	\$468.65	\$10.00	\$910.00	
619(B)	REMOVAL OF CURB	LF	1007	\$5.00	\$5,035.00	\$2.00	\$2,014.00	\$4.00	\$4,028.00	
619(B)	REMOVAL OF SIDEWALK	SY	770	\$10.00	\$7,700.00	\$4.85	\$3,734.50	\$8.00	\$6,160.00	
641	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$16,325.00	\$16,325.00	\$75,000.00	\$75,000.00	
880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$11,010.00	\$11,010.00	\$9,000.00	\$9,000.00	
SPECIAL	PROJECT SIGNS	EA	4	\$900.00	\$3,600.00	\$960.00	\$3,840.00	\$350.00	\$1,400.00	

TOTAL BASE BID: \$1,613,496.00 \$1,005,054.20 \$1,211,774.00

WOLF CREEK SUBDIVISIONS REHABILITATIONS ADD. ALT. 1 BID				ENGINEER'S ESTIMATE		BRIGHT LIGHTING, INC. DBA: BL TOWER CONSTRUCTION 11111 E. PINE ST. TULSA, OK 74116 (918)834-8020		GRADE LINE CONSTRUCTION, LLC BOX 2528 OK 74013		PO BROKEN ARROW, (918)402-5001
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
415	CONCRETE JOINT SEALING ( AND CRACK SEALING)	LF	8961	\$12.00	\$107,532.00	\$7.00	\$62,727.00	\$2.00	\$17,922.00	
425	DIAMOND GRINDING CONCRETE PAVEMENT	SY	142	\$180.00	\$25,560.00	\$10.00	\$1,420.00	\$45.00	\$6,390.00	

TOTAL ADD. ALT. 1 BID: \$133,092.00 \$64,147.00 \$24,312.00

WOLF CREEK SUBDIVISIONS REHABILITATIONS ADD. ALT. 2 BID				ENGINEER'S ESTIMATE		BRIGHT LIGHTING, INC. DBA: BL TOWER CONSTRUCTION 11111 E. PINE ST. TULSA, OK 74116 (918)834-8020		GRADE LINE CONSTRUCTION, LLC BOX 2528 OK 74013		PO BROKEN ARROW, (918)402-5001
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
407(B)	TACK COAT	GAL	5285	\$3.00	\$15,855.00	\$4.50	\$23,782.50	\$3.40	\$17,969.00	
411(D)	SUPERPAVE, TYPE S5(PG64-22OK), INSOLUBLE	TON	1984	\$90.00	\$178,560.00	\$102.00	\$202,368.00	\$80.00	\$158,720.00	
411(H)	SUPERPAVE, TYPE S3 (PG64-22OK)(FULL DEPTH PATCH, COMPLETE-IN-PLACE)	TON	474	\$110.00	\$52,140.00	\$96.00	\$45,504.00	\$130.00	\$61,620.00	
412	COLD MILLING PAVEMENT	SY	23600	\$3.00	\$70,800.00	\$2.50	\$59,000.00	\$1.85	\$43,660.00	
619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	1416	\$10.00	\$14,160.00	\$5.40	\$7,646.40	\$0.25	\$354.00	

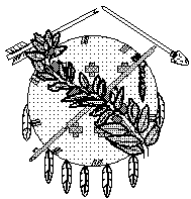
TOTAL ADD. ALT. 2 BID: \$331,515.00 \$338,300.90 \$282,323.00

TOTAL BASE + ADD. ALT. 1 + ADD. ALT 2 BIDS: \$2,078,103.00 \$1,407,502.10 \$1,518,409.00

I certify that this is a true and correct Tabulation of Bids received at 2:00 p.m. on September 11, 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

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**File #:** 18-1079, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Approval of and authorization to reject the previously awarded Statewide Contract bid from England Ford for the purchase of three full-sized automobiles and award the bid to Hudiburg Fleet on the Statewide Contract for the Broken Arrow Police Department

**Background:**

The State of Oklahoma currently has three vendors with competitive bids for full-sized automobiles (sedans). Law Enforcement agencies throughout the State of Oklahoma are able to purchase vehicles at the state contract price, which is advantageous to the political subdivisions by allowing them to make purchases at lower prices. The Police Department is seeking to purchase 3 full-sized automobiles from the state bid contract.

England Ford originally submitted the lowest state bid price of \$20,481.00 for the 2019 Ford Taurus but there was an error on the pricing. The new lowest state bid price is for \$18,472 through Hudiberg Fleet for the 2019 Chevrolet Malibu.

Funds have been appropriated and are available in Police Department's portion of the Sales Tax Capital Improvement Fund.

**Cost:** \$55,416.00

**Funding Source:** STCI Fund 30, Project Number 193001

**Requested By:** Brandon Berryhill, Police Chief

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

**Attachments:** Full Size Automobile Statewide Contract 1000028555 Bid Tab

**Recommendation:**

Reject the previously awarded bid from England Ford and award the bid to Hudiburg Fleet for the purchase of three full-sized automobiles pursuant to the Statewide Contract.

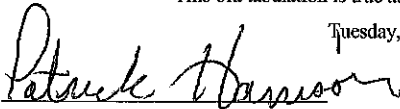
Full Size Automobile  
State Contract 1000028555  
Expires 11/14/2018

Vendor		Hudiberg Fleet	John Vance Auto Group	Bob Howard Dodge
Specification		2019 Chevrolet Malibu	2019 Ford Taurus	2018 Dodge Charger
Item	Qty.	each price	each price	each price
Full Size Automobile	3	\$18,392.00	\$20,838.00	\$21,726.00
<b>Options</b>				
Extra keys	3	\$80.00	\$180.00	\$315.00
<b>Total</b>		<u>\$18,472.00</u>	<u>\$21,018.00</u>	<u>\$22,041.00</u>
<b>Total for quantities shown</b>		<u><b>\$55,416.00</b></u>	<u><b>\$63,054.00</b></u>	<u><b>\$66,123.00</b></u>
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

Police Project 193001

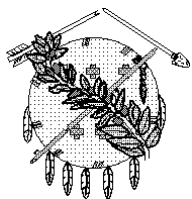
This bid tabulation is true and accurate to the best of my knowledge

Tuesday, September 04, 2018



Patrick Harrison

Purchasing Manager



# City of Broken Arrow

## Request for Action

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**File #:** 18-1092, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

**Notification of Change Orders or Work Orders with a value of less than \$25,000 on Public Contracts**

**Background:**

The City Manager or his designated representative has the authority to execute Contracts, Change Orders, and Work Orders with a total increase in value of less than \$25,000. Attached are the Change Orders that have been executed since the last City Council meeting. No action is required. This item is for information only.

**Cost:** \$3,804.58

**Funding Source:** 2014 Bond

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

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

**Attachments:** CHANGE ORDERS:

Microsurfacing Aspen-Washington to New Orleans, Project Number ST1705,

Vance Brothers; Change Order CO-1, \$3,804.58.

**Recommendation:**

No action required.



**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

**Contract Change Order # 1**

Project Name: Microsurfacing Aspen - Washington to New Orleans Project Number: ST1705  
Project Location: Aspen between Washington to New Orleans Date of Application: Tuesday, August 21, 2018  
Contractor: Vance Brothers Submitted By: Tim H.

**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:

- Reconciling Changes: Due to site conditions varying from design parameters, field adjustments of the plan quantities by the city contract administrator was authorized. These changes in quantities are summarized on the attached "Project Final Quantities Report". The listed change order cost is to adjust the original contract value to the reflected installed contract value.

Change in Contractual Project Time:

- 1) None Needed

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☒ Other: Final Quantity Report

**Work Order Quantities**

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
CO1		Reconcile Changes	LS	\$ 3,804.58	1	\$ 3,804.58
Total Change Cost:						\$ 3,804.58

**Summary of Project Costs**

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 285,644.81
Current Change Order:	\$ 3,804.58	Amended Contract Amount:	\$ 289,449.39
Total Cost of Change Orders:	\$ 3,804.58	Percent Change in Contract:	-1.31%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

**Change Order Authorization**

Change Order # 1 in the sum of: \$ 3,804.58 has been reviewed by all parties and is recommended for approval by:

Contractor Submitting Change Order:	<u>Robert A. Vance</u> Name	<u>[Signature]</u> Signature	<u>8/23/18</u> Date
Construction Division Manager:	<u>Timothy S Robins, PE</u> Name	<u>[Signature]</u> Signature	<u>8/23/18</u> Date
Director of Engineering & Construction:	<u>Alex Mills, PE</u> Name	<u>[Signature]</u> Signature	<u>8/23/18</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>[Signature]</u> Signature	<u>08-24-18</u> Date
City Manager:	<u>Michael Spurgeon</u> Name	<u>[Signature]</u> Signature	<u>8/27/18</u> 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 : \_\_\_\_\_



Project Number:	ST1705
Contract Number:	ST1705
Purchase Order:	

<b>Date of Notice to Proceed:</b>	<u>5/7/2018</u>	<b>Date of Substantial Completion:</b>	<u>8/5/2018</u>
<b>Original Contract Time:</b>	<u>90 Days</u>	<b>Time Added by CO:</b>	<u>0 Days</u>
		<b>Contract Time Used:</b>	<u>90 Days</u>

## Change Orders

Page 1 of 2



**Project Final Quantities Report Cont. - Final Bid Tab**

Project Name: Microsurfacing Aspen - Washington to New Orleans

Project Number: ST1705

Item No.	Bid Item Description	Units	Unit Price	Bid Item Qty.	Qty. Work Installed	Value of Work Installed
1	SOLID SLAB SOD	SY	\$3.50	1,200	1064	\$ 3,724.00
2	MICROSURFACING TYPE II	SY	\$2.89	31,950	31950	\$ 92,335.50
3	TYPE I RIP RAP	TON	\$110.00	7	0	\$ -
4	5'-0" CONCRETE SIDEWALK	SY	\$43.00	1,501	1553.69	\$ 66,808.67
5	TYPE A MODIFIED HANDICAP RAMP	EA	\$920.00	20	13	\$ 11,960.00
6	TYPE B HANDICAP RAMP	EA	\$1,050.00	1	2	\$ 2,100.00
7	COMBINATION TYPE MODIFIED A & B	EA	\$1,485.00	1	9	\$ 13,365.00
8	INLET (SMD TYPE 1)	EA	\$3,545.00	1	0	\$ -
9	ADJUST WATER VALVES TO GRADE	EA	\$200.00	1	6	\$ 1,200.00
10	24" RC PIPE, CLASS III	LF	\$80.00	13	0	\$ -
11	24" PREFAB. CULVERT END SECTION, R	EA	\$770.00	1	0	\$ -
12	REMOVAL OF SIDEWALK AND HANDICA	SY	\$9.25	195	265.26	\$ 2,453.66
13	MOBILIZATION	LS	\$30,000.00	1	1	\$ 30,000.00
14	TRAFFIC STRIPE (MULTI-POLYMER)(4" V	LF	\$1.10	15,004	15004	\$ 16,504.40
15	TRAFFIC STRIPE (MULTI-POLYMER)(24"	LF	\$6.60	104	104	\$ 686.40
16	TRAFFIC STRIPE (MULTI-POLYMER) (ARI	EA	\$220.00	51	51	\$ 11,220.00
17	PAVEMENT MARKING REMOVAL (TRAF	LF	\$0.44	15,004	15004	\$ 6,601.76
18	PAVEMENT MARKING REMOVAL (ARRC	EA	\$110.00	51	51	\$ 5,610.00
19	FLAGPERSON	FD	\$53.00	60	60	\$ 3,180.00
20	TRAFFIC CONTROL	LS	\$20,000.00	1	1	\$ 20,000.00
21	PROJECT SIGNS	EA	\$850.00	2	2	\$ 1,700.00
Total Final Contract Value: \$						289,449.39



# City of Broken Arrow

## Request for Action

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**File #: 18-1093, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Approval of PT17-102, Conditional Final Plat, The Pines at the Preserve, 24.61 acres, RS-3, west of the southwest corner of 37th Street and Omaha Street

**Background:**

The conditional final plat for The Pines at the Preserve is located west of the southwest corner of 37th Street and Omaha Street. The proposed development includes 90 single-family lots on 24.61 acres.

BAZ-1976, a request to rezone this property from A-1 (Agriculture) to RS-3 (Single-Family Residential) was approved by the City Council on May 16, 2017, subject to the property being platted. The preliminary plat for this property was originally named The Preserve, and was approved by the Planning Commission on April 27, 2017.

Water and sanitary sewer service to this property is available from the City of Broken Arrow. According to the FEMA maps, none of the property is located in a 100-year floodplain area.

This item was heard by TAC on August 21, 2018 and was recommended for approval (3-0 vote) by the Planning Commission in their meeting of August 23, 2018, per Staff recommendation. No one spoke against this item.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Michael Skates, Development Services Director

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

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

**Recommendation:**

Approve PT17-102, Conditional Final Plat for The Pines at the Preserve, subject to the attached checklist, as recommended by the Planning Commission, Technical Advisory Committee, and Staff.





# City of Broken Arrow

## Request for Action

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**File #: 18-977, Version: 1**

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### Broken Arrow Planning Commission

**08-23-2018**

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of PT17-102, Conditional Final Plat, The Pines at the Preserve, 90 lots, 24.61 acres, A-1 to RS-3, west of the southwest corner of 37<sup>th</sup> Street and Omaha Street**

**Background:**

**Applicant:** AAB Engineering, LLC

**Owner:** New Bedford Lakes, LLC

**Developer:** New Bedford Lakes, LLC

**Engineer:** AAB Engineering, LLC

**Location:** West of the southwest corner of 37th Street and Omaha Street

**Size of Tract** 24.61 acres

**Number of Lots:** 90

**Present Zoning:** RS-3

**Comp Plan:** Level 2 (Urban Residential)

The conditional final plat for The Pines at the Preserve is located west of the southwest corner of 37th Street and Omaha Street. The proposed development includes 90 single-family lots on 24.61 acres.

BAZ-1976, a request to rezone this property from A-1 (Agriculture) to RS-3 (Single-Family Residential) was approved by the City Council on May 16, 2017, subject to the property being platted. The preliminary plat for this property was originally named The Preserve, and was approved by the Planning Commission on April 27, 2017, subject to the approval of BAZ-1976 by the City Council.

Water and sanitary sewer service to this property is available from the City of Broken Arrow. According to the FEMA maps, none of the property is located in a 100-year floodplain area.

**Attachments:** Checklist  
Conditional Final Plat and Covenants

**Recommendation:**

Staff recommends PT17-102, conditional final plat for The Pines at the Preserve, be approved, subject to the attached checklist.

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**File #: 18-977, Version: 1**

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**Reviewed By: Larry R. Curtis**

**Approved By: Michael W. Skates**

ALY

# **BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST**

## **PLAT INFORMATION**

NAME OF PLAT: PRESERVE  
CASE NUMBER: PT17-102  
RELATED CASE NUMBERS: BAZ-1976  
COUNTY: WAGONER  
SECTION/TOWNSHIP/RANGE: 31-19-15  
GENERAL LOCATION: EAST OF THE SWC OF OMAHA STREET AND 37<sup>TH</sup> STREET  
CURRENT ZONING: A-1 TO RS-3 VIA BAZ-1976  
SANITARY SEWER BASIN:  
STORM WATER DRAINAGE BASIN:

ENGINEER: AAB Engineering, LLC  
ENGINEER ADDRESS: P.O. Box 2136  
Sand Springs, OK 74063  
ENGINEER PHONE NUMBER: 918-514-4283

DEVELOPER: New Bedford Lakes, LLC  
Attn: Chuck Ramsey  
DEVELOPER ADDRESS: 1420 W Kenosha  
Broken Arrow, OK 74012  
DEVELOPER PHONE NUMBER: 918-258-6161

## **PRELIMINARY PLAT**

APPLICATION MADE: March 20, 2017  
TOTAL ACREAGE: 8.9128  
NUMBER OF LOTS: 3  
TAC MEETING DATE: April 25, 2017  
PLANNING COMMISSION MEETING DATE: April 27, 2017  
COMMENTS:

1. \_\_\_\_\_ Place case number (PT17-102) in lower right corner of plat.
2. \_\_\_\_\_ Submit a detention determination to the Broken Arrow Stormwater Manager and refer to the assigned DD number on a detention note on the final plat.
3. \_\_\_\_\_ There is a "temporary" detention facility just south of this proposed plat that is currently serving portions of the Silverleaf development and will serve a portion of this development. Is this facility is going to be jointly maintained by the HOA of Silverleaf and The Preserve HOA, until the 37th street agreement is final? If so, please place language in the covenants to address this situation.
4. \_\_\_\_\_ Please add a date of preparation to the face of the plat.
5. \_\_\_\_\_ The north arrow in the top left corner of the plat is facing the wrong direction.
6. \_\_\_\_\_ Show the statutory right-of-way along Omaha Street. The remaining right-of-way to be dedicated by this plat should be labeled with dimension from the south edge of the statutory right-of-way to the property line. Ultimate right-of-way for Omaha Street is 50-feet from the section line.
7. \_\_\_\_\_ The 5-foot fence easement should also be labeled as a landscape easement.
8. \_\_\_\_\_ Sidewalks shall be placed in a sidewalk easement along Omaha Street.
9. \_\_\_\_\_ Please label the 30-foot dimension in the right-of-way area north of Block 6, Lots 21 & 22.
10. \_\_\_\_\_ Add a note to the face of the plat stating that all pie shaped lots are a minimum of 60-feet in width at the front building line.
11. \_\_\_\_\_ The side yard setback on Block 2, Lot 22 cannot be more than a 5-foot difference than the front building line setback of Block 2, Lot 23. Please increase the Block 2, Lot 22 side yard building line to 20-feet.
12. \_\_\_\_\_ Restrict Access on the south side of Block, 2 Lot 22 along Street E.
13. \_\_\_\_\_ Correct building setback lines on Block 5, Lots 21 & 22 and Block 4, Lot 6.
14. \_\_\_\_\_ Legal description and drawing do not match.
15. \_\_\_\_\_ Conceptual utility plan shows storm sewer extending south of the property in two places. Please provide document numbers for these off site utility easements.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT: The Pines at the Preserve  
APPLICATION MADE: July 30, 2018

TOTAL ACREAGE: 24.61  
NUMBER OF LOTS: 90  
TAC MEETING DATE: 08-21-2018  
PLANNING COMMISSION MEETING DATE: 08-23-2018  
CITY COUNCIL MEETING DATE: 09-18-2018  
COMMENTS:

16. \_\_\_\_\_ On the vicinity map, County Line Road should be called 23<sup>rd</sup> Street.
17. \_\_\_\_\_ The south stub of 33<sup>rd</sup> Street appears to exceed the maximum length for a dead-end street.
18. \_\_\_\_\_ Please provide the documentation for the 15' U/E by separate instrument south of Reserve C.
19. \_\_\_\_\_ The last sentence of Section 1.J.2 should state "unless the garage entry is located on such side, where it will be no less than 25 feet" per Section 4.1.B of the zoning ordinance.
20. \_\_\_\_\_ Please add a note to the face of the plat stating that backflow preventers are required on all building.
21. \_\_\_\_\_ Describe the dimensions of the bump outs on the 5 foot landscape easement.
22. \_\_\_\_\_ Block 4 lots 1, 2, & 14 need additional length dimensions along the back lot line

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## **CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT**

### LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

\_\_\_\_\_ NATURAL GAS COMPANY APPROVAL  
\_\_\_\_\_ ELECTRIC COMPANY APPROVAL  
\_\_\_\_\_ TELEPHONE COMPANY APPROVAL  
\_\_\_\_\_ CABLE COMPANY APPROVAL

### CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

\_\_\_\_\_ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH  
\_\_\_\_\_ OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

### DEVELOPMENT SERVICES/ENGINEERING APPROVAL

\_\_\_\_\_ STORMWATER PLANS NET'D ON: \_\_\_\_\_  
\_\_\_\_\_ PAVING PLANS, NET'D ON: \_\_\_\_\_  
\_\_\_\_\_ WATER PLANS, NET'D ON: \_\_\_\_\_  
\_\_\_\_\_ SANITARY SEWER PLANS, NET'D ON: \_\_\_\_\_  
\_\_\_\_\_ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: \_\_\_\_\_  
\_\_\_\_\_ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: \_\_\_\_\_  
\_\_\_\_\_ IS A SIDEWALK PERFORMANCE BOND DUE? \_\_\_\_\_ HAS ONE BEEN SUBMITTED? \_\_\_\_\_  
\_\_\_\_\_ ARE PERFORMANCE BONDS/ESCROW CHECK OR LETTER OF CREDIT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE)  
\_\_\_\_\_ HAVE THEY BEEN SUBMITTED? \_\_\_\_\_

### PLANNING DEPARTMENT APPROVAL

\_\_\_\_\_ ADDRESSES REVIEWED AND APPROVED  
\_\_\_\_\_ DETENTION DETERMINATION # ASSIGNED AND VERIFIED? # \_\_\_\_\_, FEE IN LIEU OF DUE? \_\_\_\_\_

## FEES

_____ FINAL PLAT PROCESSING FEE (\$150 + ((\$5 X NO _____ LOTS)	\$ _____
_____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
_____ EXCESS SEWER CAPACITY FEE (\$700 X NO ACRES _____)	\$ _____
_____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
_____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
_____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
_____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
_____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
_____ STREET SIGNS, LIGHTS, ETC. (\$150 X NO OF SIGNS _____)	\$ _____
_____ STORM WATER FEE-IN-LIEU OF DET. (.35 x increased impervious area)	\$ _____
<b>TOTAL FINAL PLAT FEE(S)</b>	<b>\$ _____</b>

## FINAL PROCESSING OF PLAT

\_\_\_\_\_ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: \_\_\_\_\_

\_\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_

\_\_\_\_\_ FINAL PLAT PICKED UP FOR FILING ON: \_\_\_\_\_

\_\_\_\_\_ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

\_\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

\_\_\_\_\_ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:



CONDITIONAL FINAL PLAT

# The Pines at The Preserve

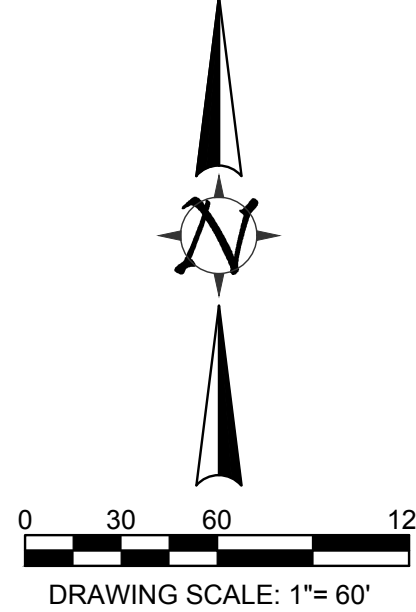
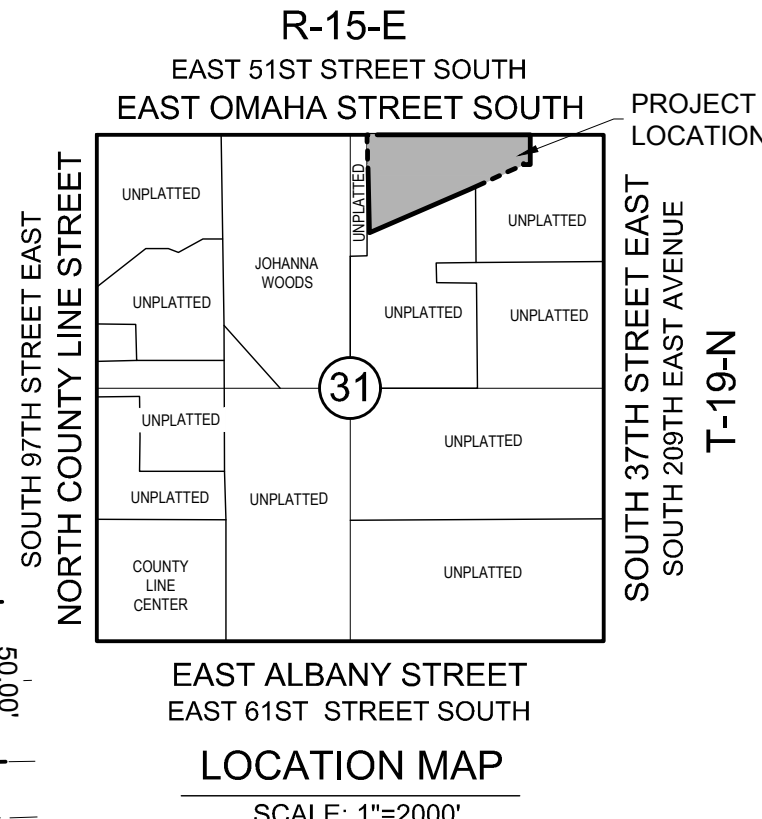
**OWNER/DEVELOPER**

NEW BEDFORD LAKES, LLC  
1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-258-6161  
ATTN: GLENN SHAW

**ENGINEER/SURVEYOR**

AAB ENGINEERING LLC  
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020  
PO BOX 2136  
SAND SPRINGS, OK 74063  
PHONE: 918.514.4283  
FAX: 918.514.4288  
EMAIL: ALAN @ AABENG.COM

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (SE/4) OF SECTION  
THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST.  
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA



**EAST OMAHA STREET SOUTH  
(EAST 51ST STREET SOUTH)**



**FFE TABLE**

BLOCK 1		BLOCK 3	
LOT	MIN. FFE	LOT	MIN. FFE
1	706.00	15	691.00
2	704.00	16	690.00
3	703.00	17	690.00
BLOCK 2		BLOCK 4	
LOT	MIN. FFE	LOT	MIN. FFE
1	702.00	18	689.00
2	703.00	21	689.00
3	703.00	22	690.00
4	702.00	23	691.00
5	701.00	24	692.00
6	699.00	25	693.00
7	699.00	26	694.00
8	700.00	27	694.00
9	701.00	28	698.80
10	703.00	29	699.00
11	705.00	30	698.00
12	707.00	31	697.00
13	708.00	32	695.00
14	709.00	BLOCK 4	
15	707.00	LOT	MIN. FFE
16	704.00	1	698.00
17	703.00	2	700.00
18	704.00	3	701.00
19	704.00	4	701.00
20	705.00	5	701.00
21	703.00	6	699.00
22	702.00	7	699.00
23	702.00	8	699.00
24	701.00	9	702.00
25	700.00	10	703.00
26	699.00	11	704.00
27	698.00	12	705.00
BLOCK 3		13	706.00
LOT	MIN. FFE	14	706.00
1	697.00	15	707.00
2	696.00	16	708.00
3	694.00	17	708.00
4	692.00	18	709.00
5	690.00	19	707.00
6	690.00	20	706.00
7	693.00	21	705.00
8	695.00	22	703.00
9	697.00	23	703.00
10	698.00	24	702.00
11	698.00	25	702.00
12	697.00	26	703.00
13	695.00	27	703.00
14	692.00	28	703.00

**NOTE**

ALL PIE SHAPED LOTS ARE A MINIMUM OF 60-FOOT IN WIDTH AT THE FRONT BUILDING LINE.

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	21.03'	25.00'	48°11'23"
C3	241.19'	50.00'	276°22'46"
C4	21.03'	25.00'	48°11'23"
C5	36.45'	25.00'	83°32'48"
C6	40.30'	25.00'	92°21'21"
C7	16.09'	225.00'	04°05'51"
C8	13.29'	25.00'	30°27'58"
C9	131.71'	50.00'	150°55'56"
C10	13.29'	25.00'	30°27'58"
C11	21.03'	25.00'	48°11'23"
C12	241.19'	50.00'	276°22'46"
C13	21.03'	25.00'	48°11'23"
C14	39.27'	25.00'	90°00'00"
C15	34.84'	275.00'	07°15'35"
C16	32.21'	25.00'	73°49'06"
C17	92.05'	225.00'	23°26'29"
C18	89.20'	275.00'	18°35'04"
C19	68.73'	225.00'	17°30'07"
C20	1.57'	275.00'	00°19'36"
C21	35.24'	25.00'	80°46'12"
C22	66.64'	275.00'	13°53'04"
C23	21.03'	25.00'	48°11'23"
C24	241.19'	50.00'	276°22'46"
C25	21.03'	25.00'	48°11'23"
C26	39.27'	25.00'	90°00'00"
C27	92.05'	225.00'	23°26'29"
C28	39.27'	25.00'	90°00'00"
C29	39.27'	25.00'	90°00'00"
C30	157.08'	50.00'	180°00'00"
C31	37.70'	12.00'	180°00'00"
C32	37.70'	12.00'	180°00'00"
C33	39.27'	25.00'	90°00'00"
C34	39.27'	25.00'	90°00'00"
C35	39.27'	25.00'	90°00'00"
C36	13.29'	25.00'	30°27'58"
C37	131.71'	50.00'	150°55'56"
C38	13.29'	25.00'	30°27'58"
C39	112.51'	275.00'	23°26'29"
C40	39.27'	25.00'	90°00'00"
C41	55.24'	225.00'	14°04'00"
C42	34.85'	25.00'	79°51'32"
C43	18.84'	275.00'	03°55'32"
C44	66.71'	225.00'	16°59'17"
C45	25.34'	225.00'	06°27'12"
C46	11.00'	3.50'	180°00'00"
C47	11.00'	3.50'	180°00'00"

**SUBDIVISION STATISTICS**

SUBDIVISION CONTAINS NINETY (90) LOTS IN FOUR (4) BLOCKS AND FIVE (5) RESERVE AREAS, CONTAINING 24.61 ACRES

BLOCK 1.....	0.70 ACRES - 3 LOTS
BLOCK 2.....	5.56 ACRES - 27 LOTS
BLOCK 3.....	6.68 ACRES - 32 LOTS
BLOCK 4.....	5.71 ACRES - 28 LOTS
RESERVE A.....	0.00 ACRES
RESERVE B.....	0.00 ACRES
RESERVE C.....	0.28 ACRES
RESERVE D.....	0.66 ACRES
RESERVE E.....	0.11 ACRES

**FLOODPLAIN**

PROPERTY IS NOT LOCATED WITHIN A FEDERALLY DEFINED SPECIAL FLOOD HAZARD AREA PER FIRM PANEL "40145C0105" DATED SEPTEMBER 30, 2016.

**CONTACTS**

MUNICIPAL AUTHORITY  
CITY OF BROKEN ARROW  
210 SOUTH 1ST STREET  
BROKEN ARROW, OK 74012

UTILITY CONTACTS  
OKLAHOMA NATURAL GAS COMPANY  
5848 EAST 15TH STREET  
BROKEN ARROW, OK 74112  
PHONE: 918.831.8293

WINDSTREAM TELECOM COMPANY  
2300 EAST 1ST PLACE  
BROKEN ARROW, OK 74012  
PHONE: 918.451.3427

ASP / PSO  
212 EAST 6TH STREET  
BROKEN ARROW, OK 74119  
PHONE: 918.599.2351

COX COMMUNICATIONS  
11811 EAST 51ST STREET  
BROKEN ARROW, OK 74145  
PHONE: 918.286.4658

WAGONER COUNTY RURAL WATER DISTRICT #4  
9816 S. 239TH EAST AVENUE  
BROKEN ARROW, OKLAHOMA 74014  
918-258-2331

**SITE DATA**

BENCHMARK  
5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "90", SET N.E. OF THE INTERSECTION OF 193RD E AVE, AND 51ST ST.  
ELEV. = 686.25' (NAVD '88)

BASIS OF BEARINGS  
ASSUMED BEARING OF S 88°48'45" W BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 31 T-19N R-15-E.

LAND AREA  
1,072,155 SF ± / 24.61 ACRES±

MONUMENTATION  
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "6318" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

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

DETENTION DETERMINATION  
DETENTION DETERMINATION NUMBER: DD-111617-39

**LEGEND**

B/L.....	BUILDING LINE
LNA.....	LIMITS OF NO ACCESS
POB.....	POINT OF BEGINNING
POC.....	POINT OF COMMENCEMENT
ROW.....	RIGHT OF WAY
U/E.....	UTILITY EASEMENT
F/E.....	FENCE EASEMENT
S/E.....	SIDEWALK EASEMENT
BOOK.....	BOOK
PG.....	PAGE
R.A.....	RESTRICTED ACCESS
1234.....	ADDRESS
IPS.....	IRON PIN SET
PKS.....	PK NAIL SET

**WATER AND SEWER**

POTABLE WATER SUPPLY WILL BE SERVED BY WAGONER COUNTY RURAL WATER DISTRICT #4.  
SANITARY SEWER SERVICE WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

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

MAYOR

ATTEST: CITY CLERK

The Pines at the Preserve

Case No. PT17-102

Sheet 1 of 3

Date Prepared: July 25, 2018



OWNER/DEVELOPER

NEW BEDFORD LAKES,LLC  
1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-258-6161  
ATTN: GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC  
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020  
PO BOX 2136  
SAND SPRINGS, OK 74063  
PHONE: 918.514.4283  
FAX: 918.514.4288  
EMAIL: ALAN @ AABENG.COM

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS: NEW BEDFORD LAKES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, THENCE NORTH 88°48'45" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, A DISTANCE OF 177.00 FEET; THENCE SOUTH 01°37'06" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°48'45" EAST AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31 A DISTANCE OF 1727.51 FEET; THENCE SOUTH 01°11'15" EAST A DISTANCE OF 265.00 FEET; THENCE SOUTH 88°48'45" WEST A DISTANCE OF 69.62 FEET; THENCE SOUTH 63°51'01" WEST A DISTANCE OF 544.71 FEET; THENCE SOUTH 65°22'20" WEST A DISTANCE OF 1260.60 FEET; THENCE NORTH 01°37'06" WEST A DISTANCE OF 996.37 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,072,155 SQUARE FEET OR 24.61 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 90 LOTS IN 4 BLOCKS EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE PINES AT THE PRESERVE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE PINES AT THE PRESERVE" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

- A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
- THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING, OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.
- B. UTILITY LINES AND SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER COMMUNICATION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- C. WATER, SANITARY SEWER AND STORM SEWER SERVICE
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
2. WITHIN THE UTILITY AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWER OR DRAINAGE WAYS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW, INTER ALIA, MAY SPECIFICALLY ENFORCE THIS PROVISION.
3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER SHALL PAY FOR

- DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES OR STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
5. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- D. PAVING AND LANDSCAPING WITHIN EASEMENTS
- THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- E. GAS SERVICE
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- F. RESERVES A, B, C, D & F
- THE USE OF RESERVES A, B, C, D, E, & F SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING AND UTILITIES. THE RESERVE AREAS SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.
- G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION
- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE OWNER/DEVELOPER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- H. LIMITS OF NO ACCESS
- THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST OMAHA STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (I.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.
- I. SIDEWALKS
- SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.
- J. MINIMUM BUILDING SETBACKS AND YARDS
1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY (20) FEET.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.
- K. CERTIFICATE OF OCCUPANCY RESTRICTIONS
- NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL

ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

SECTION II. PRIVATE RESTRICTIONS

- A. ARCHITECTURAL COMMITTEE.
1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.
3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2025, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE THE PRESERVE HOMEOWNERS' ASSOCIATION, INC., OWNER/DEVELOPER, OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.
- B. USE
- THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.
- C. FLOOR AREA
1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.
2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.
- D. MAXIMUM BUILDING HEIGHT
- NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY-FIVE FEET IN HEIGHT.
- E. GARAGES
- WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.
- F. FOUNDATIONS
- ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.
- G. MASONRY
- THERE SHALL NOT BE ANY SPECIFIC MASONRY REQUIREMENT OTHER THAN PARAGRAPH F ABOVE.
- H. WINDOWS
- WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.
- I. ROOF PITCH
- NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.
- J. ROOFING MATERIALS
- ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

CONDITIONAL FINAL PLAT

OWNER/DEVELOPER

NEW BEDFORD LAKES,LLC  
1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-258-6161  
ATTN: GLENN SHAW

The Pines at The Preserve

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

ENGINEER/SURVEYOR

AAB ENGINEERING LLC  
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020  
PO BOX 2136  
SAND SPRINGS, OK 74063  
PHONE: 918.514.4283  
FAX: 918.514.4288  
EMAIL: ALAN @ AABENG.COM

K. DRIVEWAYS  
DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING  
1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET AND WOOD FENCES SHALL BE STAINED WITH CLEAR STAIN UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO LOTS ADJACENT TO RESERVE AREAS ONLY IN ACCORDANCE WITH SECTION II(L)(2) IMMEDIATELY BELOW.  
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FIVE FEET (5') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE, POND OR DETENTION AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, PONDS OR DETENTION AREAS AND SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

M. SEASONAL DECORATIONS  
ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION  
NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

O. OUTBUILDINGS  
WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS  
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS  
EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE  
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOVED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES  
BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT  
NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES  
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS  
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY  
NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE  
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE ANY PROPERTY WITHIN THE ADDITION DURING THE CONSTRUCTION AND LOT SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET. OWNER/DEVELOPER MAY MAINTAIN SIGNAGE AND PROMOTIONAL DISPLAYS FOR AS LONG AS IT OWNS A LOT IN THE ADDITION.

Y. MATERIALS AND STORAGE  
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES  
GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR, THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE PINES AT THE PRESERVE HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES  
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

BB. BASKETBALL GOALS  
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION  
THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE PRESERVE (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE PRESERVE.

B. MEMBERSHIP  
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT  
EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

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

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

C. AMENDMENT  
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

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

IN WITNESS WHEREOF: NEW BEDFORD LAKES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_TH DAY OF \_\_\_\_\_, 2018.

NEW BEDFORD LAKES, LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
GLENN SHAW, MANAGER

STATE OF OKLAHOMA )  
) SS  
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_TH DAY OF \_\_\_\_\_, 2018, BY GLENN SHAW, MANAGER OF NEW BEDFORD LAKES, LLC.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

CERTIFICATE OF SURVEY

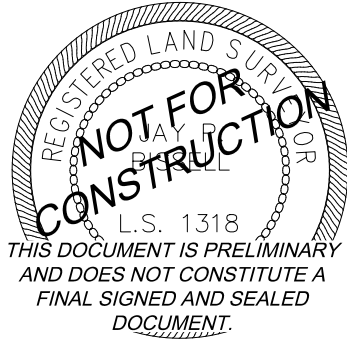
I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE PINES AT THE PRESERVE" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

\_\_\_\_\_  
JAY P. BISSELL  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1318

STATE OF OKLAHOMA )  
) SS  
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS \_\_\_\_TH DAY OF \_\_\_\_\_, 2018, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: NOVEMBER 20, 2019  
COMMISSION NUMBER: 11010522





# City of Broken Arrow

## Request for Action

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**File #: 18-1066, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Approval of PT18-106, Conditional Final Plat, Bill Knight Collision, 2 lots, 2.74 acres, PUD-271/CH and IL to PUD-271A/CH and IL, north of Kenosha Street, west of 9th Street

**Background:**

The conditional final plat of Bill Knight Collision includes two lots containing 2.74 acres located north of Kenosha Street, west of 9<sup>th</sup> Street. As proposed, Lot 1 is 1.634 acres, and Lot 2 is 1.106 acres.

The property associated with Bill Knight Collision was originally platted as Lynn Lane Terrace on May 7, 1973 and later as Lynn Lane Terrace Amended on February 24, 1977. Lots splits in 2014 and 2015 created new tracts within this plat including the 1.06-acre site where Andy's Custard is now located and the 2.74-acre site that is the subject of the current plat.

On February 20, 2018, the City Council approved PUD-271 and BAZ-1994 to rezone a portion of the site (1.96 acres) from CH (Commercial Heavy) to IL (Industrial Light) and a Planned Unit Development for the entire site, subject to the site being replatted and to conditions of approval. The IL portion of the site is to be used for an automotive body repair facility, and the remainder is expected to be a restaurant use. On August 7, 2018, the City Council approved a PUD Amendment for Bill Knight Collision to abrogate a 0.327-acre portion of the site that had previously been rezoned from CH to IL.

Water and sanitary sewer service are available for the site. As per PUD-271A, the property will have one point of access along Kenosha Street and one along N. 6<sup>th</sup> Street.

This item was heard by TAC on August 21, 2018 and was recommended for approval (3-0 vote) by the Planning Commission in their meeting of August 23, 2018, per Staff recommendation. No one spoke against this item.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Michael Skates, Development Services Director

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

**Attachments:** Published Planning Commission Factsheet  
Checklist  
Conditional Final Plat

Deed of Dedication and Restrictive Covenants

**Recommendation:**

Approve PT18-106, Conditional Final Plat for Bill Knight Collision, subject to the attached checklist, as recommended by the Planning Commission, Technical Advisory Committee, and Staff.



# City of Broken Arrow

## Request for Action

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**File #: 18-956, Version: 1**

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**Broken Arrow Planning Commission  
08-23-2018**

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:** Approval of PT18-106, Conditional Final Plat, Bill Knight Collision, 2 lots, 2.74 acres, PUD 271/CH and IL to PUD 271A/CH and IL, north of Kenosha Street, west of 9<sup>th</sup> Street

**Background:**

**Applicant:** Khoury Engineering, Inc.  
**Owner:** Knight Automotive Stillwater, LLC  
**Developer:** Knight Automotive Stillwater, LLC  
**Engineer:** Khoury Engineering, Inc.  
**Location:** North of Kenosha Street, west of 9th Street  
**Size of Tract** 2.74 acres  
**Number of Lots:** 1  
**Present Zoning:** PUD 271/CH and IL  
**Proposed Zoning:** PUD 271A/CH and IL  
**Comp Plan:** Level 6

The conditional final plat of Bill Knight Collision includes two lots containing 2.74 acres located north of Kenosha Street, west of 9<sup>th</sup> Street. As proposed, Lot 1 is 1.634 acres, and Lot 2 is 1.106 acres.

The property associated with Bill Knight Collision was originally platted as Lynn Lane Terrace on May 7, 1973 and later as Lynn Lane Terrace Amended on February 24, 1977. Previous lot splits created lots within this plat for Walgreens (BAL-833) on April 24, 2003 and for Chick-Fil-A (BAL-1056) on May 8, 2014. A Lot Split for Lynn Lane Terrace Amended in 2015 created two new tracts including the 1.06-acre site where Andy's Custard is now located and the 2.74-acre site that is the subject of the current plat.

On February 20, 2018, the City Council approved PUD-271 and BAZ-1994 to rezone a portion of the site (1.96 acres) from CH (Commercial Heavy) to IL (Industrial Light) and a Planned Unit Development for the entire site, subject to the site being replatted and to conditions of approval. The IL portion of the site is to be used for an automotive body repair facility, and the remainder is expected to be a restaurant use. On August 7, 2018, the City Council approved a PUD Amendment for Bill Knight Collision to abrogate a 0.327-acre portion of the site that had previously been rezoned from CH to IL.

None of the property within the conditional final plat is located within a 100-year floodplain. Water and sanitary sewer service are available for the site. As per PUD-271A, the property will have one point of access along Kenosha Street and one along N. 6<sup>th</sup> Street.

**Attachments:** Checklist  
Conditional Final Plat  
Deed of Dedication and Restrictive Covenants

**Recommendation:** Staff recommends PT18-106, conditional final plat for Bill Knight Collision, be approved subject to the attached checklist.

**Reviewed By:** Larry Curtis

**Approved By:** Michael Skates

JMW



# BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

## **PLAT INFORMATION**

NAME OF PRELIMINARY PLAT: Bill Knight Collision

CASE NUMBER: PT18-106

RELATED CASE NUMBERS:

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: 02-18-14

GENERAL LOCATION: North of Kenosha and West of 9<sup>th</sup> Street

CURRENT ZONING: PUD-271/CH and IL

SANITARY SEWER BASIN: Haikey Creek

STORM WATER DRAINAGE BASIN: Haikey Creek

ENGINEER: Khoury Engineering, Inc.

ENGINEER ADDRESS: 1435 E 41<sup>st</sup> Street  
Tulsa, OK 74105

ENGINEER PHONE NUMBER: (918) 712-8768

DEVELOPER: Knight Automotive Stillwater, LLC

DEVELOPER ADDRESS: 9607 S Memorial Drive  
Tulsa, OK 74133

DEVELOPER PHONE NUMBER: (918) 526-2301

## **PRELIMINARY PLAT**

APPLICATION MADE: June 4, 2018

TOTAL ACREAGE: 2.74

NUMBER OF LOTS: 2

TAC MEETING DATE: July 10, 2018

PLANNING COMMISSION MEETING DATE: July 12, 2018

COMMENTS:

1. \_\_\_\_\_ Place case number PT18-106 to the lower right corner of the plat.
2. \_\_\_\_\_ Include addresses of 700 E. Kenosha Street (Lot 1) and 750 E. Kenosha Street (Lot 2) on the face of the plat.
3. \_\_\_\_\_ Identify the center of E. Kenosha Street at the section line.
4. \_\_\_\_\_ ~~Identify what the 25' dimensions represent along the north boundary.~~ Will remove from plans per TAC discussion.
5. \_\_\_\_\_ Show the corner clip and the new ROW as the new property line with the distance and bearings. Then U/E and the B/L will need to show the corner clip offset.
6. \_\_\_\_\_ Provide additional ROW or easement for sign at southwest corner of plat. Per TAC discussion, owners prefers easement. Jason Dickeson to send example (Rib Crib) for easement parallel to corner clip.
7. \_\_\_\_\_ The Mutual Access Easement (MAE) at the front and the middle of the lots needs to be extended to the West to Lot 1.
8. \_\_\_\_\_ Section 1.J states that the MAE is for the benefit of the owners of the lots within the subdivision. Include language to clarify that the MAE is also for the adjacent Lynn Lane Amended Plat to the east.
9. \_\_\_\_\_ A Utility Easement (U/E) extending the sanitary to Lot 1 needs to be provided, unless the utility is going to be routed around lot in the perimeter easements.
10. \_\_\_\_\_ ~~Additional storm water Utility easement to extend storm drain across Lot 2. may be needed if the private storm water from Lot 2 drains through Lot 1 in the NW corner as the U/E is already reserved for other utilities.~~ Per discussion at TAC.
11. \_\_\_\_\_ PUD-271 identifies the front setback as 50 feet from the Kenosha Street ROW line. The plat shows a 30-foot build line. Revised to show the 50-foot build line.
12. \_\_\_\_\_ PUD-271, Development Area "B" Standards identifies the north setback as 20 feet. The covenants for the plat identify the north setback as 30 feet. Revise covenants to reflect the 20-foot rear/north setback as per PUD-271. Per discussion at TAC and approval by PC on July 12, 2018, rear setback for Area B to be 30 feet.
13. \_\_\_\_\_ Show all setback lines on plat.



## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT: Bill Knight Collision

APPLICATION MADE: July 30, 2018

TOTAL ACREAGE: 2.74 acres

NUMBER OF LOTS: 2

TAC MEETING DATE: August 21, 2018

PLANNING COMMISSION MEETING DATE: August 23, 2018

CITY COUNCIL MEETING DATE: September 18, 2018

### **COMMENTS:**

14. \_\_\_\_\_ Include Stormwater Detention Determination Number and note on face of the plat.
15. \_\_\_\_\_ Section II.J. of the DOD and Restrictive Covenants – Include the date of August 7, 2018 as the date that the Broken Arrow City Council amended PUD-271.
16. \_\_\_\_\_ Section II.G of the DOD and Restrictive Covenants – Include Landscape Plan as a requirement for submittal in addition to the Site Plan.
17. \_\_\_\_\_ Section III.C. of the DOD and Restrictive Covenants – Remove the last sentence beginning with word “Notwithstanding” and ends with “Tulsa County Clerk.”
18. \_\_\_\_\_ The conditional final plat and the “no exceptions taken” engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the “no exceptions taken” engineering plans.
19. \_\_\_\_\_ Finished for elevations (FFE) shall be shown for each lot on the Final Plat along with identification of lots requiring backflow preventers.
20. \_\_\_\_\_ Show monuments on plat.
21. \_\_\_\_\_ ~~Provide written documentation (email is acceptable) that the slopes on lots adjacent to a drainage channel do not exceed a 4:1 slope. Does not apply to this site.~~

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## **CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT**

### **LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?**

\_\_\_\_\_ NATURAL GAS COMPANY APPROVAL  
\_\_\_\_\_ ELECTRIC COMPANY APPROVAL  
\_\_\_\_\_ TELEPHONE COMPANY APPROVAL  
\_\_\_\_\_ CABLE COMPANY APPROVAL

### **CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?**

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

### **DEVELOPMENT SERVICES/ENGINEERING APPROVAL**

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

### **PLANNING DEPARTMENT APPROVAL**

\_\_\_\_\_ ADDRESSES REVIEWED AND APPROVED?  
\_\_\_\_\_ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?  
\_\_\_\_\_ PLANNING DEPARTMENT REVIEW COMPLETE ON:  
\_\_\_\_\_ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:

\_\_\_\_ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

## FEES

____ FINAL PLAT PROCESSING FEE (\$150 + (\$5 X ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X ____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC. (\$150 X ____ SIGNS)	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X _____ (SF INCREASED IMPERVIOUS AREA) (less any area in Reserve Area of ½ acre or more)	\$ _____
<b>TOTAL FEE(S)</b>	<b>\$ _____</b>

## FINAL PROCESSING OF PLAT

\_\_\_\_ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: \_\_\_\_\_

\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_

\_\_\_\_ FINAL PLAT PICKED UP FOR RECORDATION ON: \_\_\_\_\_

\_\_\_\_ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

CONDITIONAL FINAL PLAT  
BILL KNIGHT COLLISION  
PUD - 271

Part of lot One (1), block Two (2) Lynn Lane Terrace Amended, an addition in the  
Southeast Quarter (SE/4) of Section Two (2), Township Eighteen (18) North, Range Fourteen (14) East,  
City of Broken Arrow, Tulsa County, State of Oklahoma.

PROPERTY OWNER

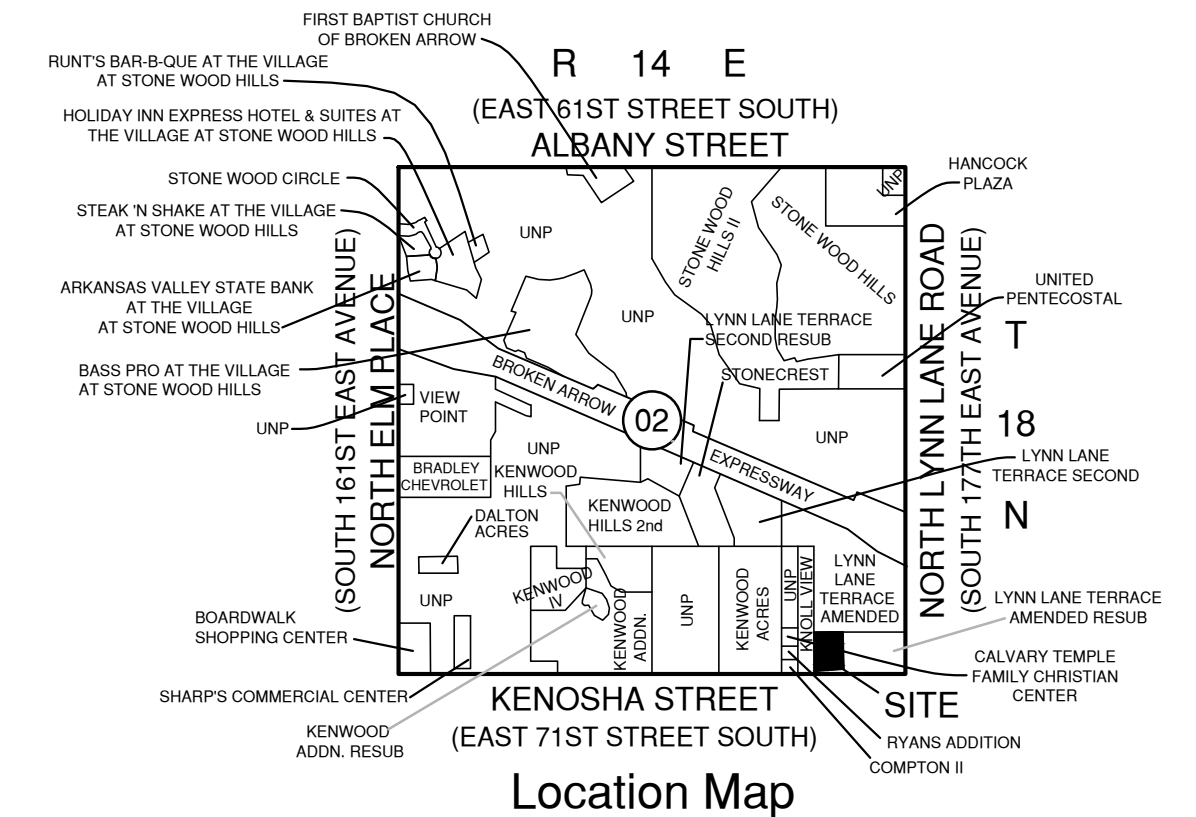
KNIGHT AUTOMOTIVE STILLWATER, LLC  
9607 S. Memorial Drive  
Tulsa, OK 74133  
Contact: Bill Knight, PH (918) 526-2301  
bknight@billknightauto.com

SURVEYOR

SISEMORE WEISZ & ASSOCIATES, INC.  
6111 East 32nd Place  
Tulsa, OK 74135  
PH (918) 665-3600  
CA No. 2421 Renewal: June 30, 2019

ENGINEER

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



Location Map

SCALE: 1"=2000'

LOT SUMMARY

Lot 1: 71,186.85 SF (1.634 AC)  
Lot 2: 48,179.52 SF (1.106 AC)

BASIS OF BEARING

THE BEARING BASE FOR THIS SURVEY IS BASED ON THE  
PLATTED BEARINGS OF LYNN LANE TERRACE ADDITION.

BENCHMARK

CHISELED SQUARE ON CURB. ELEV 764.14  
N= 394027.9955; E=2624063.8351

ADDRESSES

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

FLOOD NOTE

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD  
INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NO.  
40143C0391L, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF  
THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) WHICH IS CLASSIFIED AS  
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

STORMWATER DISPOSITION NOTE

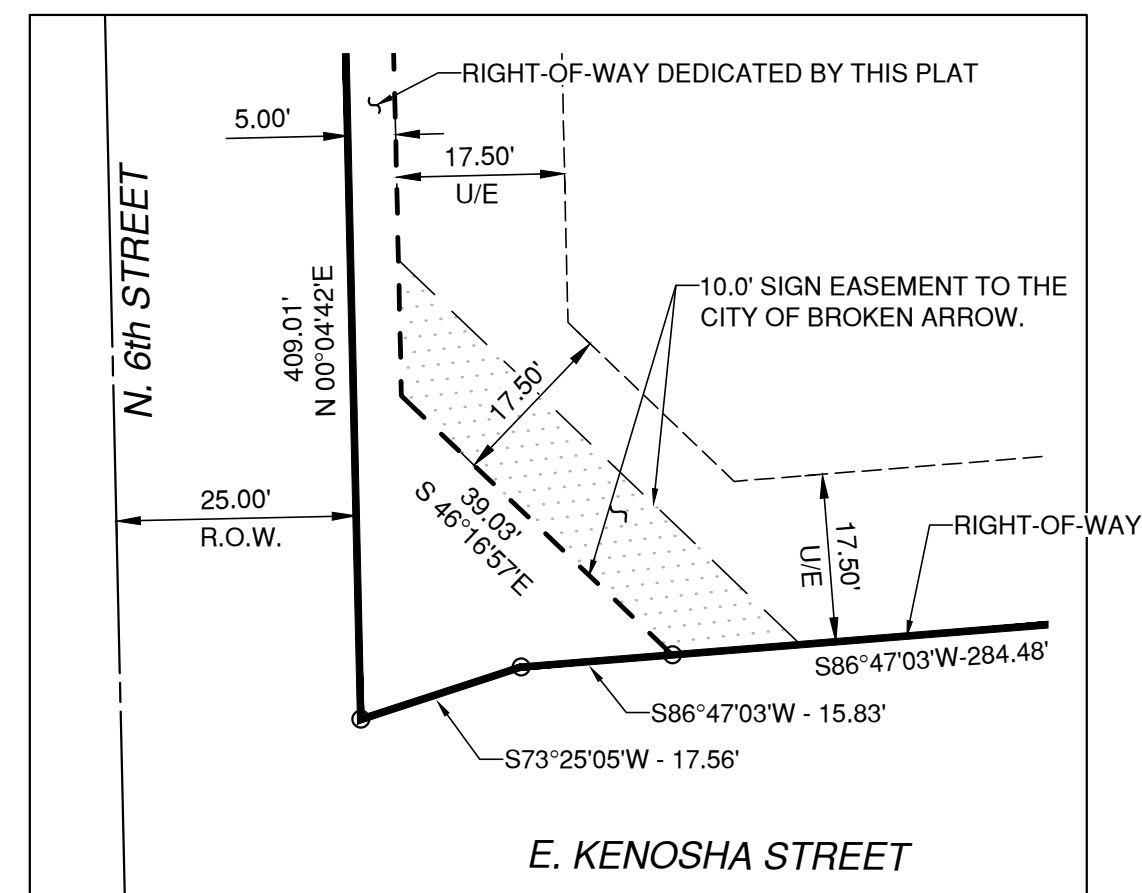
STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE  
PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION  
DETERMINATION #DD- ....., DATED ....., 2018

APPROVED

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

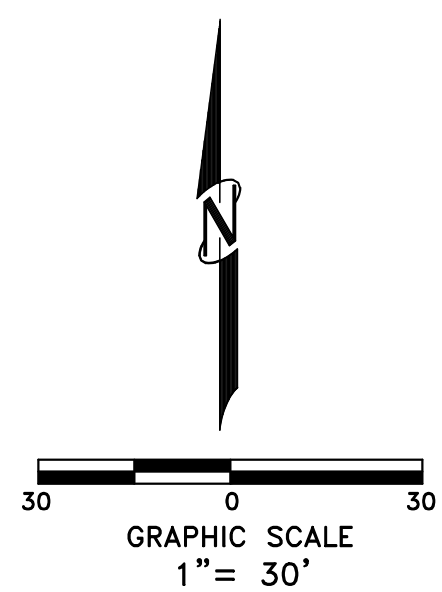
Mayor

Attest: City Clerk



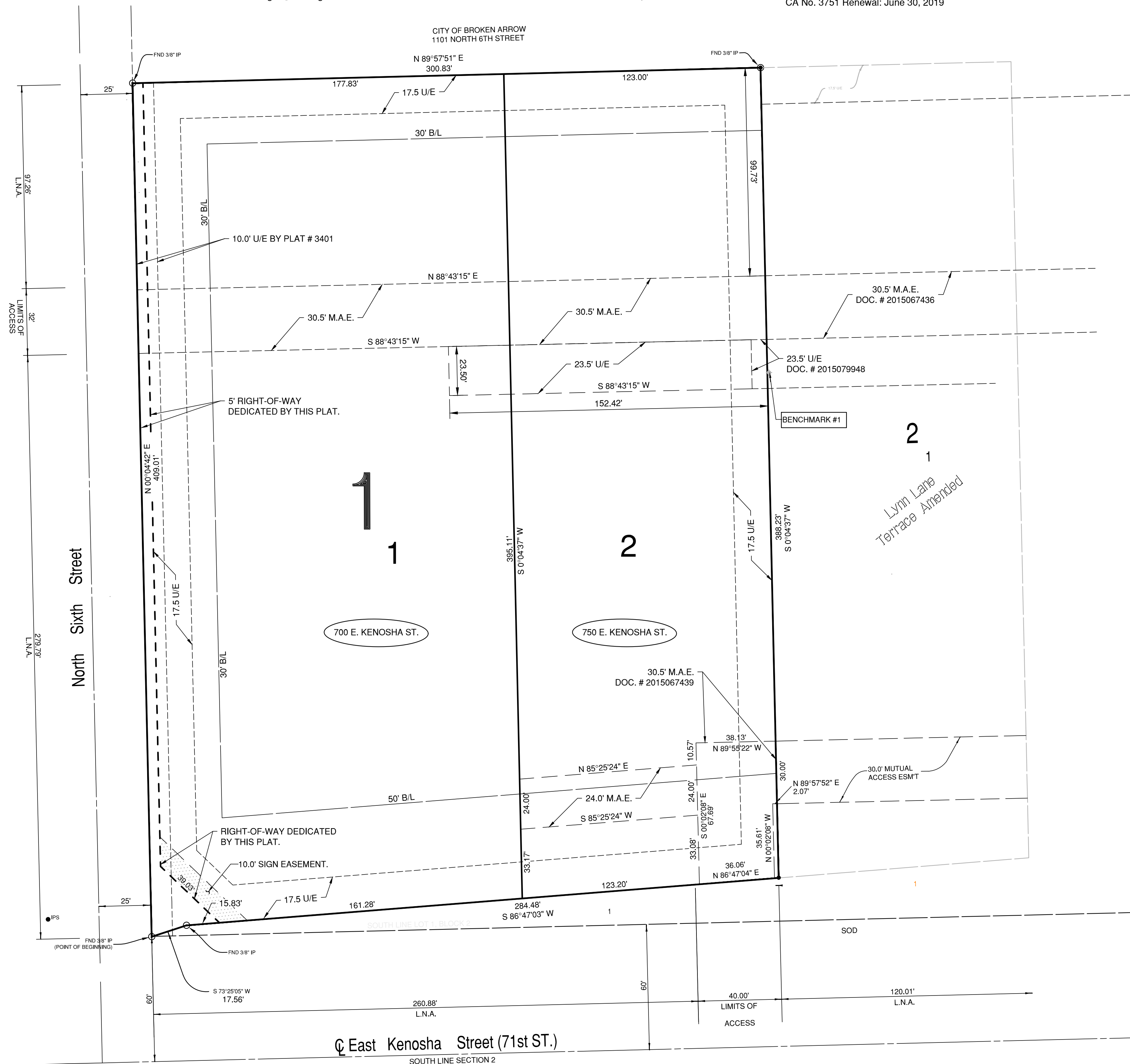
ENLARGED PLAN

SCALE: 1"=20'



LEGEND

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





DEED OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

KNIGHT AUTOMOTIVE STILLWATER, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (THE "OWNER") IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK TWO (2), LYNN LANE TERRACE AMENDED, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF AND THAT PART OF VACATED EAST LANSING AVENUE, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°04'42" EAST ALONG THE WESTERLY LINE OF SAID LOT 1 FOR 409.01 FEET TO A POINT 25.00 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°57'51" EAST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1 FOR 300.83 FEET; THENCE SOUTH 00°04'37" WEST PARALLEL WITH EASTERLY LINE OF SAID LOT 1 FOR 388.23 FEET; THENCE SOUTH 86°47'03" WEST FOR 284.48 FEET; THENCE SOUTH 73°25'05" WEST FOR 17.56 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

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

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

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

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, AND SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWERS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER MAINS, SANITARY SEWER, OR STORM SEWERS MAINS FACILITIES.

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

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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

F. LIMITS OF NO ACCESS

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

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED ALONG KENOSHA AND N. 6th STREETS, AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION, THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

I. DRAINAGE EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.

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

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

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

J. MUTUAL ACCESS EASEMENT

THE OWNER HEREBY ESTABLISHES, FOR THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THIS SUBDIVISION, AND THE LOTS WITHIN THE ADJACENT LYNN LANE AMENDED PLAT, THEIR RESPECTIVE GUESTS AND INVITEES, A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN PASSAGE TO AND FROM THE LOTS WITHIN THE SUBDIVISION TO AND FROM NORTH 6th STREET AND KENOSHA STREET, ON, OVER AND ACROSS THE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "MUTUAL ACCESS EASEMENT". GOVERNMENTAL AGENCIES AND SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY PLATTED HEREBY AS BILL KNIGHT COLLISION WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 271) AS PROVIDED WITHIN

BROKEN ARROW ZONING CODE, AND

WHEREAS PUD NO. 271 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION ON JANUARY 25, 2018, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON FEBRUARY 20, 2018.

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

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

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

J. USE OF LAND

THE DEVELOPMENT OF BILL KNIGHT COLLISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS AND THE BROKEN ARROW ZONING CODE AS SUCH PROVISIONS EXISTED ON FEBRUARY 20, 2018, AND AMENDED ON ..... 2018

K. DEVELOPMENT AREA "A" STANDARDS

1. PERMITTED USES: AS PERMITTED WITHIN THE IL ZONING DISTRICTS.
2. MAXIMUM BUILDING FLOOR AREA: AS PERMITTED WITHIN THE IL ZONING DISTRICTS.
3. MAXIMUM BUILDING HEIGHT: AS PERMITTED WITHIN THE IL ZONING DISTRICTS
4. PARKING RATIO: AS REQUIRED BY THE APPLICABLE USE AS SET FORTH WITHIN THE BROKEN ARROW ZONING CODE, EXCEPT THAT PARKING SPACES WITHIN THE FENCED AREA WILL BE USED FOR EMPLOYEES AND FOR VEHICLES AWAITING REPAIRS. SPACE USED FOR VEHICLES AWAITING REPAIRS SHALL BE EXCLUDED FROM THE REQUIRED NUMBER OF PARKING SPACES.
5. MINIMUM BUILDING SETBACKS:  
FROM R.O.W. LINE OF KENOSHA STREET..... 50.0 FEET  
FROM WEST BOUNDARY OF D.A. "A" ..... 30.0 FEET  
EAST BOUNDARY OF PUD ..... 00.0 FEET  
NORTH BOUNDARY OF PUD ..... 30.0 FEET
6. SIGNAGE: ONE FREESTANDING SIGN NOT EXCEEDING A HEIGHT OF 12-FT AND A PANEL SIZE NOT EXCEEDING 75 SQUARE FEET IS PERMITTED ALONG THE FRONTAGE OF THE LOT. THE SIGN SHALL HAVE A MONUMENT BASE MADE OF SIMILAR MATERIALS AS THE MAIN STRUCTURE/BUILDING ON THAT LOT. THE MINIMUM SIGN SETBACK SHALL BE COMPLY WITH THE CURRENT ZONING CODE.

L. DEVELOPMENT AREA "B" STANDARDS

1. PERMITTED USES: AS PERMITTED WITHIN THE CH ZONING DISTRICTS; EXCEPT THAT SEXUALLY ORIENTED BUSINESS SHALL NOT BE A PERMITTED USE.
2. MAXIMUM BUILDING FLOOR AREA: AS PERMITTED WITHIN THE CH ZONING DISTRICTS.
3. MAXIMUM BUILDING HEIGHT: AS PERMITTED WITHIN THE CH ZONING DISTRICTS
4. PARKING RATIO: AS REQUIRED BY THE APPLICABLE USE AS SET FORTH WITHIN THE BROKEN ARROW ZONING CODE.
5. MINIMUM BUILDING SETBACKS:  
FROM R.O.W. LINE OF KENOSHA STREET..... 50.0 FEET  
FROM WEST BOUNDARY OF D.A. "B" ..... 00.0 FEET  
EAST BOUNDARY OF PUD ..... 00.0 FEET  
NORTH BOUNDARY OF PUD ..... 30.0 FEET
6. SIGNAGE: ONE FREESTANDING SIGN NOT EXCEEDING A HEIGHT OF 12-FT AND A PANEL SIZE NOT EXCEEDING 100 SQUARE FEET IS PERMITTED ALONG THE FRONTAGE OF THE LOT. THE SIGN SHALL HAVE A MONUMENT BASE MADE OF SIMILAR MATERIALS AS THE MAIN STRUCTURE/BUILDING ON THAT LOT. THE MINIMUM SIGN SETBACK SHALL BE COMPLY WITH THE CURRENT ZONING CODE.

C. LANDSCAPE AND SCREENING STANDARDS

THE LANDSCAPE PLAN WILL BE DESIGNED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE EXCEPT AS NOTED HEREIN. ANY LANDSCAPE MATERIAL THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH SECTION 5.2 C.4 OF THE ZONING ORDINANCE.

AT LEAST ONE (1) TREE SHALL BE PROVIDED PER 30 LINEAR FEET OF FRONTAGE ALONG KENOSHA STREET AND ONE (1) TREE PER 50 LINEAR FEET ALONG 6TH STREET. A MINIMUM OF 10 FEET WIDE LANDSCAPE EDGE IS REQUIRED ALONG KENOSHA STREET AND 6TH STREET FRONTAGE. ALL TREES WILL BE SELECTED FROM THE APPROVED TREE LIST CONTAINED IN THE BROKEN ARROW ZONING CODE; TREES REQUIRED BY CODE WILL BE PLANTED AT A MINIMUM SIZE OF 2" CALIPER. AT LEAST 50 PERCENT OF THE REQUIRED TREES WILL BE LARGE TREES AS IDENTIFIED IN THE ZONING ORDINANCE. SHRUBS REQUIRED BY CODE WILL BE PLANTED AT A MINIMUM 3-GALLON CONTAINER SIZE. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM, AND MAINTAINED PER REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE.

WHERE ABUTTING THE RM ZONING DISTRICT ON THE NORTH SIDE, AN 8 FEET TALL MASONRY SCREENING WALL WILL BE INSTALLED FOR SCREENING THE VEHICLES AWAITING REPAIRS. AN ELEVATION FOR THE WALL IS SHOWN ON EXHIBIT A. ALL DAMAGED VEHICLES AWAITING REPAIR WILL BE PARKED OR STORED ON PAVED SURFACES INSIDE THE BUILDING OR BEHIND IT. NO DAMAGED VEHICLE AWAITING REPAIR WILL BE VISIBLE FROM ANY STREETS.

THE WIDTH OF THE INTERNAL LANDSCAPED AREAS FOR DEVELOPMENT AREA B SHALL BE NO LESS THAN 6 FEET MEASURED FROM THE BACK OF CURB TO THE LOT LINE. THE LANDSCAPE BUFFER ALONG KENOSHA STREET SHALL NOT BE LESS THAN 10 FEET IN WIDTH.

ALL MECHANICAL AND HVAC EQUIPMENT WILL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING CODE.

OUTDOOR REFUSE COLLECTION RECEPTACLES WILL NOT BE LOCATED WITHIN A REQUIRED SETBACK. EACH REFUSE COLLECTION RECEPTACLE SHALL BE SCREENED FROM VIEW ON ALL SIDES BY A DURABLE SIGHT-OBSCURING ENCLOSURE CONSISTING OF AN OPAQUE FENCE OR WALL OF BETWEEN SIX FEET (6ft) AND EIGHT FEET (8ft) IN HEIGHT, WHERE THE ACCESS TO THE ENCLOSURE IS VISIBLE FROM ADJACENT STREETS OR RESIDENTIAL PROPERTIES, THE ACCESS SHALL BE SCREENED WITH AN OPAQUE GATE.

D. ACCESS

THE MAIN ACCESS TO THE PUD WILL BE FROM ONE DRIVEWAY ON E. KENOSHA STREET AND FROM A SINGLE DRIVEWAY ON N. 6TH STREET. A SHARED MUTUAL ACCESS EASEMENT BETWEEN THE LOTS WILL BE INDICATED ON THE NEW PLAT. THE POINTS OF ACCESS SHALL BE SPACED IN ACCORDANCE WITH THE ZONING ORDINANCE.

E. EXTERIOR SITE LIGHTING

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

F. EXTERIOR BUILDING MATERIALS

THE BUILDING FACADES FACING THE PUBLIC RIGHT-OF-WAYS, ESPECIALLY KENOSHA STREET AS AN ARTERIAL STREET, WILL BE FINISHED WITH MASONRY.

G. DETAILED SITE PLAN

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

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

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

B. DURATION

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

C. AMENDMENT

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

D. SEVERABILITY

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

IN WITNESS WHEREOF, THE OWNER HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

KNIGHT AUTOMOTIVE STILLWATER, LLC  
an Oklahoma Limited Liability Company

BY \_\_\_\_\_  
BILL KNIGHT, MANAGER

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY BILL KNIGHT AS MANAGER OF KNIGHT AUTOMOTIVE STILLWATER, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF SURVEY

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

\_\_\_\_\_  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. ....

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF \_\_\_\_\_, 2018, BY SHAWN COLLINS, AS A LICENSED LAND SURVEYOR.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_





# City of Broken Arrow

## Request for Action

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**File #: 18-1077, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Acceptance of a Deed of Dedication from Broken Arrow Public Schools, on property located north of Kenosha Street, one-quarter mile west of 37th Street, Wagoner County, State of Oklahoma (Section 06, T18N, R15E)

**Background:**

The applicant/owner, Broken Arrow Public Schools, has submitted an application requesting the acceptance of dedication of 60 feet of right-of-way along the north side of Kenosha Street, one-quarter mile west of 37<sup>th</sup> Street and extending one-quarter mile north. This is 35<sup>th</sup> Street that runs north about a quarter-mile before entering into the School property.

This right-of-way is being dedicated by Broken Arrow Public Schools as outlined in Section I.M.1 of the covenants of BAPS ES #15 & MS #6, recorded in Wagoner County on April 18, 2017. The right-of-way dedication is described in the plat as Reserve A.

The portion of road being dedicated runs across Mockley Trust property to the School purchased property. The road was constructed to City standards and has been held by the School waiting on Mockley Trustees and Attorney to finalize perimeter property rights of way (ROW) dedications.

Both Engineering and Construction (EC) and Development Services (DS) coordinated efforts since EC needed the ROW for widening of 37<sup>th</sup> and DS needed the ROW as a requirement associated with the lot split by the School from the Mockley Trust.

EC recently received the ROW documents from the Mockley Trust.

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  
CORPORATION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Broken Arrow  
Public Schools by Michelle Bergwall its Chief Operations  
Corporate Name Signatory Name Officer, the owner(s) of the legal  
Corporate Officer

and equitable title to the following described real estate situated in the City of Broken Arrow, Falsa Wagner  
County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of  
Broken Arrow, Oklahoma, a municipal corporation, the grantee, and other good and valuable considerations,  
receipt of which are hereby acknowledged, do (es) hereby dedicate to the City of Broken Arrow for the benefit  
of the public, forever, the following described property, to wit:

SEE EXHIBIT "A"  
Reserve "A"

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

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

DATED this 5<sup>th</sup> day of January 2018  
BAPS, COO  
Corporate name

By Michelle Bergwall

State of Oklahoma )  
                                  )ss.  
County of Tulsa )

Before me, the undersigned Notary Public, in and for said County and State, on this 5<sup>th</sup> day of  
January, 2018, personally appeared Michelle Bergwall, known to me to be the  
identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-  
in-fact, president, vice-president, chairman or vice-chairman of the board of directors or mayor, as the case  
may be) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set  
forth.

My Commission Expires: 9/29/2020

Marsha Janey  
Notary Public



Approved as to Form:

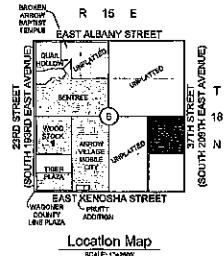
Approved as to Substance:

Lesli Myers  
Ass. City Attorney  
Project Engineer: MS

Mayor

checked: 3-26-18 Project:

A SUBDIVISION OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (16) EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



SUBDIVISION CONTAINS ONE (1)  
LOT IN ONE (1) BLOCK:  
GROSS SUBDIVISION AREA:  
1816272.76 SQ. FEET / 41.70 ACRES



**Engineer**  
**WALLACE ENGINEERING -**  
**STRUCTURAL CONSULTANTS, INC**  
200 EAST MATHEW GRADY STREET  
TULSA, OKLAHOMA 74103  
PHONE: (918) 584-5858  
[www.wallaceo.com](http://www.wallaceo.com)  
C.A. #1450 EXPIRES 6-30-2017

**Surveyor**  
**ATLAS LAND OFFICE, LLC**  
 202 SOUTH MAIN STREET  
 WAGONER, OKLAHOMA 74467  
 PHONE: (918) 485-9087  
 EMAIL: [info@atlaslandoffice.com](mailto:info@atlaslandoffice.com)  
 O.A. # B762 EXPIRES: 8-30-2019

**Monumentation**  
ALL CORNERS SHOWN HEREON WERE SET  
USING A 3/8" x 18" STEEL PIN WITH A  
PLASTIC CAP STAMPED "ATLAS 6P52" AT ALL  
CORNERS.

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

NON-ASTRONOMICAL GRID BEARINGS OF  
THE OKLAHOMA STATE PLANE COORDINATE  
SYSTEM - ZONE NORTH.

3" ALUMINUM CAP-FLUSH-SET IN  
CONCRETE-STAMPED "BA 37", SET N.W. OF  
91ST ST. AND 183RD E. AVE.  
ELEVATION - 508.372 (NAD83 1988)

**Water and Sewer**  
SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW. WATER SERVICES WILL BE SUPPLIED AND MAINTAINED BY RURAL WATER DISTRICT #4.

**Detention Determination**  
STORM WATER DETENTION WILL BE  
PROVIDED IN ACCORDANCE WITH  
DETENTION DETERMINATION # DD-22416-01

NO	DISTANCE	BEARING
L1	52.29'	N 43° 45' 00" E
L2	44.14'	S 55° 20' 00" E
L3	11.02'	S 21° 02' 58" W
L4	15.09'	N 68° 52' 54" W
L5	10.27'	S 21° 07' 50" W
L6	77.51'	S 58° 33' 09" E
L7	34.67'	N 68° 12' 56" E

APPROVED \_\_\_\_\_ BY THE CITY  
COUNCIL OF THE CITY OF BROKEN ARROW,  
OKLAHOMA  
*Craig & Thurm*  
MAYOR CRAIG THURMOND  
\_\_\_\_\_  
ATTEND CITY CLERK

COUNTY TREASURER STAMP

Projected: 1/4/17  
 Case Number: (PT16-101)  
 BAPS ES #15 & MS #6

# **BAPS ES #15 & MS #6 DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

BROKEN ARROW PUBLIC SCHOOLS (THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4, SE1/4) OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

AND

THE WEST 30.00' OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SEA, SE1/4) OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 EASEMENT AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY HEREINAFTER THE "PLAT", HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "BAPS ES #15 & MS #6", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION OR BAPS ES #15 & MS #6").

## **SECTION I. STREETS, EASEMENTS AND UTILITIES**

### **A. PUBLIC STREETS AND UTILITY EASEMENTS**

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREETS RIGHT-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "USE" OR "UTILITY" EASEMENTS FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING, AND/OR RELOCATING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, HANGERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPLIANCES THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES HEREINAFTER PROVIDED. HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PREVENT OTHER, LEGAL, WATER, LAND, AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSES OF WATER, LAND, AND RELAY WATER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, OR ITS SUCCESSORS, THAT THE LOT OWNER SHALL NOT CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REMOVE, OR RELOCATE ANY UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND CONSTRUCTION, INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, SITUATED, INSTALLED OR MAINTAINED IN SUCH A MANNER AS TO INTERFERE WITH THE USES AND PURPOSES OF THE UTILITY EASEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, AND CUSTOMARY SCREENING PURPOSES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### **B. UTILITY SERVICES**

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE NORTH, EAST, AND SOUTH PERMETER UTILITY EASEMENT AND IN THE PERMETER RIGHT-OF-WAY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND EASEMENTS AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DESIGNATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE, PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN SERVICE PEGGOL OR TRANSFORMER TO THE POINT OF USAGE, DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A PERMANENT, PERMITS AND NON-EXCLUSIVE RIGHT OF ACCESS TO THE LOT, COVENANT TO FOOT STRIP EXTENDING 5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEGGOL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL, AT ALL TIMES, HAVE THE RIGHT OF ACCESS TO THE LOT, COVENANT TO FOOT STRIP EXTENDING 5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNERS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. SUCH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORCHARD MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNERS AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

### **C. WATER, SANITARY SEWERS AND STORM SEWER SERVICE**

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER LOCATED ON THE PROPERTY.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD IN THE JUDGMENT OF THE CITY OF BROKEN ARROW OR IN THE JUDGMENT OF WAGONER COUNTY RURAL WATER DISTRICT #4, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS AND/OR CONTRACTORS.
4. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS AND/OR CONTRACTORS.
5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.
6. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL WATER LINE EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.
7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR WAGONER COUNTY RURAL WATER DISTRICT #4, OR THEIR SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

### **D. GAS SERVICE**

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

### **E. SURFACE DRAINAGE**

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR BE RESPONSIBLE FOR ANY OBSTRUCTIONS WHICH WOULD INHIBIT THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNERS LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

### **F. PAVING AND LANDSCAPING WITHIN EASEMENTS**

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

### **G. SIDEWALKS**

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS. THE OWNER SHALL BE REQUIRED TO CONSTRUCT THE REQUIRED SIDEWALKS ALONG STREET FRONTS.

### **H. CERTIFICATE OF OCCUPANCY RESTRICTIONS**

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA, UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) BEHIND THE LOT AND ACCORDING TO THE DESIGNATION OF THE SUBDIVISION IS COMPLETED. IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PLACING OF THE CONSTRUCTION OF THE SUBDIVISION AND IF PHASIS IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY BE ISSUED UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE BEHIND THE PARTIAL PHASE. NO CONSTRUCTION OCCURRING BEHIND THE CITY SERVICE AND THE COMPLETION OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR A TEMPORARY CERTIFICATE OF OCCUPANCY.

### **I. LIMITS OF NO ACCESS**

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST TOWNSHIP STREET AND SOUTH 26TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

### **K. STORMWATER DETENTION EASEMENT**

1. THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THIS STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT RUN OFF THERE SHALL BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS OF PROPERTIES IN THE SUBDIVISION, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS

INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNERS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- A. GRASS AREAS SHALL BE MAINTAINED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- C. THE STORMWATER DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

6. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORMWATER DETENTION EASEMENT.

7. IN THE EVENT THE PROPERTY OWNERS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE PROPERTY OWNERS. IN THE EVENT THE PROPERTY OWNERS FAIL TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOTS IN THE SUBDIVISION; PROVIDED, HOWEVER, A LIEN AGAINST SUCH LOTS PROPORTIONATE SHARE OF SUCH COSTS. EACH LOT OWNER'S PROPORTIONATE SHARE OF SUCH COSTS SHALL BE DETERMINED BY DIVIDING THE NUMBER OF SQUARE FEET OF EACH LOT BY THE TOTAL NUMBER OF SQUARE FEET WITHIN ALL OF THE LOTS WITHIN THE SUBDIVISION (EXCLUDING ANY RESERVE AREAS) AND ADDING TO THE SECOND DECIMAL PLACE. A LIEN ESTABLISHED AS ABOVE PROVIDED BY THE CITY OF BROKEN ARROW, OKLAHOMA, FOR WHICH ANY SUCH LOT'S PROPORTIONATE SHARE OF SUCH COSTS HAS NOT BEEN PAID.

### **L. OVERLAND DRAINAGE EASEMENT**

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT RUN OFF THERE SHALL BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TREES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.
4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNERS EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

### **M. RESERVE 'A' - STREETS AND UTILITY EASEMENT**

1. RESERVE 'A' SHALL BE LIMITED TO TRANSPORTATION, OPEN SPACE, LANDSCAPING, SCHOOL AND TRAFFIC IDENTIFICATION SIGNS AND UTILITIES AND IS RESERVED FOR SUBSEQUENT DEDICATION FOR PUBLIC USE TO THE CITY OF BROKEN ARROW FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE PUBLIC STREETS AND PUBLIC FACILITIES THEREIN.
2. STREETS LOCATED WITHIN RESERVE 'A' AS DEPICTED ON THE ACCOMPANYING PLAT, WILL BE CONSTRUCTED AS PRIVATE STREETS BY THE OWNER ACCORDING TO CITY OF BROKEN ARROW PUBLIC STREET STANDARDS, FOR THE PURPOSES OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE PUBLIC SCHOOLS AND RELATED FACILITIES CONSTRUCTED WITHIN THE SUBDIVISION.
3. THE OWNER HEREBY GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY OR PROVIDA UTIL COMPANY, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVEL THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.
4. THE OWNER, FOR ITSELF AND ITS SUCCESSORS, HERIN COVENANTS WITH THE CITY OF BROKEN ARROW, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND, INURE TO THE BENEFIT AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, TO:
  - A. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE RESERVE 'A' DEPICTED ON THE ACCOMPANYING PLAT INCLUDING THE FOLLOWING:
    1. SURFACING WIDTH SHALL BE NOT LESS THAN 30 FEET MEASURED FROM FACE OF CURB TO FACE OF CURB;
    2. STREETS SHALL BE CURBED;
    3. CUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA FOR COMMERCIAL, COLLECTOR STREETS;
    4. THE VERTICAL GRADE OF THE STREETS SHALL NOT EXCEED 6%.
  - B. PROHIBIT THE CONSTRUCTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE, AND PARTICULARLY ANY FIRE SUPPRESSION VEHICLE.
  - C. WITHIN THREE MONTHS OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF BROKEN ARROW TO THE OWNER, THE OWNER WILL COMMENCE PROCEEDINGS TO DEDICATE ALL OF RESERVE 'A' AND ALL STREETS AND SIDEWALKS CONSTRUCTED THEREIN TO THE CITY OF BROKEN ARROW FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE PUBLIC STREETS AND PUBLIC FACILITIES THEREIN.

## **SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

### **A. ENFORCEMENT**

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS IN TITLE WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS RETAINING THEREIN, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE JUDICIAL PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

### **B. DURATION**

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

### **C. AMENDMENT**

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA.

### **D. SEVERABILITY**

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

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION

BROKEN ARROW PUBLIC SCHOOLS

By: *Michelle Bergwall*  
 MICHELLE BERGWALL, CHIEF OPERATING OFFICER

STATE OF OKLAHOMA

COUNTY OF TULSA

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10<sup>th</sup> DAY OF February, 2017, BY

MICHELLE BERGWALL, AS CHIEF OPERATING OFFICER, OF BROKEN ARROW PUBLIC SCHOOLS.

Notary Public

My Commission Expires: 9/29/2020

Commission Number: 08010071

CERTIFICATE OF SURVEY

I, ALBERT JONES II, OF ATLAS LAND OFFICE, L.L.C., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED THE SUBDIVISION, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "BAPS ES #15 & MS #6" IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE SUBDIVISION AND THAT I HAVE FOLLOWED THE PROPER SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

ALBERT JONES II

LICENSED PROFESSIONAL LAND SURVEYOR

OKLAHOMA NO. 1590

STATE OF OKLAHOMA

COUNTY OF TULSA

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS 10<sup>th</sup> DAY OF February, 2017, BY ALBERT JONES II AS A LICENSED PROFESSIONAL LAND SURVEYOR.

Notary Public

My Commission Expires: 2/10/2021

Commission Number: 1300153

CERTIFICATE OF SURVEY

I, LORI HENRICHS, OF THE COUNTY CLERK OF WAGONER COUNTY, HAVE CAREFULLY AND ACCURATELY SURVEYED THE SUBDIVISION, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "BAPS ES #15 & MS #6" IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE SUBDIVISION AND THAT I HAVE FOLLOWED THE PROPER SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

LORI HENRICHS

COUNTY CLERK OF WAGONER COUNTY

OKLAHOMA NO. 1590

STATE OF OKLAHOMA

COUNTY OF TULSA

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Notary Public

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Commission Number: 1300153

CERTIFICATE OF SURVEY

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# City of Broken Arrow

## Request for Action

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**File #: 18-1017, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

**Approval of the reappointment of Karen Chambless to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2020**

**Background:**

In accordance with the Sec. 2-211 of the Broken Arrow Convention and Visitors' Bureau ordinance, City Councilor Mike Lester recommends the reappointment of Ms. Karen Chambless with Xtreme Racing to the CVB Board. If reappointed, Ms. Chambless' term would expire September 30, 2020.

The Strategic Plan of the Tourism Asset Inventory set forth recommendations to restructure the CVB Board to include members from lodging, dining, retail, sports, attractions and City Council.

City Councilor Mike Lester is recommending Karen Chambless' reappointment to fulfill the attraction position for the Broken Arrow Convention and Visitors' Bureau Board.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Lori Hill, Tourism Director

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

**Attachments:** None

**Recommendation:**

Approve the reappointment of Karen Chambless to the Broken Arrow Convention and Visitors' Bureau Board for a term expiring September 30, 2020.



# City of Broken Arrow

## Request for Action

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**File #:** 18-1018, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

**Approval of the nomination and appointment of Ben Buie to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2020**

**Background:**

In accordance with the Sec. 2-211 of the Broken Arrow Convention and Visitors' Bureau ordinance, City Councilor Debra Wimpee recommends the nomination and appointment of Mr. Ben Buie owner of CJ Maloney's and Potbelly's Restaurant and Bar to the CVB Board. If appointed, Mr. Buie's term would expire September 30, 2020.

The Strategic Plan of the Tourism Asset Inventory set forth recommendations to restructure the CVB Board to include members from lodging, dining, retail, sports, attractions and City Council.

City Councilor Debra Wimpee is recommending Ben Buie's nomination and appointment to fulfill a dining position for the Broken Arrow Convention and Visitors' Bureau Board.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Lori Hill, Tourism Director

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

**Attachments:** None

**Recommendation:**

Approve the nomination and appointment of Ben Buie to the Broken Arrow Convention and Visitors' Bureau Board for a term expiring September 30, 2020.



# City of Broken Arrow

## Request for Action

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**File #: 18-1019, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

**Approval of the nomination and appointment of Jason Scarpa to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2020**

**Background:**

In accordance with the Sec. 2-211 of the Broken Arrow Convention and Visitors' Bureau ordinance, City Councilor Scott Eudey recommends the nomination and appointment of Mr. Jason Scarpa with Scarpa Restaurant Concepts to the CVB Board. If appointed, Mr. Scarpa's term would expire September 30, 2020.

The Strategic Plan of the Tourism Asset Inventory set forth recommendations to restructure the CVB Board to include members from lodging, dining, retail, sports, attractions and City Council.

City Councilor Scott Eudey is recommending Jason Scarpa's nomination and appointment to fulfill a dining position for the Broken Arrow Convention and Visitors' Bureau Board.

**Cost:** \$0

**Funding Source:** None

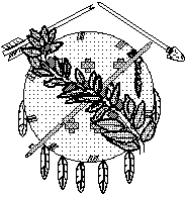
**Requested By:** Lori Hill, Tourism Director

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

**Attachments:** None

**Recommendation:**

Approve the nomination and appointment of Jason Scarpa to the Broken Arrow Convention and Visitors' Bureau Board for a term expiring September 30, 2020.



# City of Broken Arrow

## Request for Action

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**File #: 18-55, Version: 1**

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FUND	010 GENERAL FUND	FUND	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
DATE DUE	VENDOR NO							
1/23/2018	10901		STAPLES BUSINESS CREDIT	PI 3141	16280915201	010-1102-419.60-24	43.76	
						1/23/2018 TOTAL -	43.76	
						CUMULATIVE TOTAL -	43.76	
2/01/2018	11085		RITZ SAFETY DBA SLATE ROCK SAF	PI 0144	19281	010-5310-431.60-10	79.48-	
						2/01/2018 TOTAL -	79.48-	
						CUMULATIVE TOTAL -	35.72-	
5/30/2018	11177		ALEXANDER OPEN SYSTEMS	PI 2973	EI 0004808	010-1200-419.30-87	120.00	
				PI 2974	E10004807	010-1200-419.30-87	225.00	
				PI 3055	EI 0004807	010-1200-419.30-87	337.50	
						5/30/2018 TOTAL -	682.50	
						CUMULATIVE TOTAL -	646.78	
6/22/2018	4997		HARRIS CORPORATION PSPC	PI 3057	93292537	010-1200-419.30-11	3,150.00	
						6/22/2018 TOTAL -	3,150.00	
						CUMULATIVE TOTAL -	3,796.78	
7/22/2018	5421		LUBER BROS INC.	PI 1868	INV00165651	010-6000-451.60-20	148.63	* HELD *
						7/22/2018 TOTAL -	148.63	
						CUMULATIVE TOTAL -	3,945.41	
7/30/2018	5421		LUBER BROS INC.	PI 1869	INV00165736	010-6000-451.60-20	121.10	* HELD *
7/30/2018	10901		STAPLES BUSINESS CREDIT	PI 3144	16757564501	010-1102-419.60-24	179.99	
				PI 3145	16757564502	010-1102-419.60-24	368.96	
						7/30/2018 TOTAL -	670.05	
						CUMULATIVE TOTAL -	4,615.46	
8/06/2018	251		SHERWIN WILLIAMS CO	PI 2845	43234	010-5300-431.60-36	147.16	
						8/06/2018 TOTAL -	147.16	
						CUMULATIVE TOTAL -	4,762.62	
8/07/2018	251		SHERWIN WILLIAMS CO	PI 2846	43770	010-5300-431.60-36	589.95	
						8/07/2018 TOTAL -	589.95	
						CUMULATIVE TOTAL -	5,352.57	
8/16/2018	5421		LUBER BROS INC.	PI 3122	INV00165906	010-6000-451.60-20	155.93	
						8/16/2018 TOTAL -	155.93	
						CUMULATIVE TOTAL -	5,508.50	
8/17/2018	117		WAL MART STORE #0472	PI 3211	55317742	010-6000-451.60-34	43.68	
8/17/2018	120		CINTAS CORPORATION	PI 2785	5011484939	010-6002-451.60-23	49.76	
						8/17/2018 TOTAL -	93.44	
						CUMULATIVE TOTAL -	5,601.94	
8/20/2018	4730		DELL MARKETING L.P.	PI 3080	10264300115	010-1102-419.60-24	2,147.94	
						8/20/2018 TOTAL -	2,147.94	
						CUMULATIVE TOTAL -	7,749.88	
8/21/2018	11326		PARK PLACE TECHNOLOGIES LLC	PI 3128	D43657M 88471	010-1200-419.40-55	765.36	
						8/21/2018 TOTAL -	765.36	
						CUMULATIVE TOTAL -	8,515.24	

FUND	010 GENERAL FUND	FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
8/22/2018	120	CINTAS CORPORATI ON	PI 2786	5011484971	010-6002-451.60-23	61.41			
					8/22/2018 TOTAL -	61.41			
					CUMULATI VE TOTAL -	8,576.65			
8/23/2018	5941	LOWES	PI 2855	02197	010-6000-451.60-18	2.62			
8/23/2018	7644	SOUTHERN AGRI CULTURE	PI 2837	514000	010-6002-451.60-23	10.71			
			PI 2838	514001	010-6002-451.60-23	9.99			
					8/23/2018 TOTAL -	23.32			
					CUMULATI VE TOTAL -	8,599.97			
8/24/2018	42	ARROW SAFE AND LOCK I NC	PI 2796	72217	010-5300-431.60-23	11.75			
8/24/2018	71	BROKEN ARROW ELECTRI C SUPPLY I	PI 2792	S2402831001	010-5310-431.60-23	20.93			
8/24/2018	120	CINTAS CORPORATI ON	PI 2787	5011484980	010-5300-431.60-23	120.88			
8/24/2018	5941	LOWES	PI 2863	02661	010-6005-451.60-23	47.47			
					8/24/2018 TOTAL -	201.03			
					CUMULATI VE TOTAL -	8,801.00			
8/27/2018	68	BOUND TREE MEDI CAL	PI 2791	82965092	010-3502-422.60-23	37.40			
8/27/2018	90	NAPA AUTO PARTS	PI 2899	2210910894	010-5300-431.60-20	30.81			
8/27/2018	452	GELICO UNI FORMS & SHOES I NC	PI 2817	00236156	010-6000-451.60-10	116.99			
8/27/2018	2585	TRUCKPRO, LLC	PI 3158	0555524	010-5300-431.60-20	69.90			
8/27/2018	6822	TULSA W I NNELSON COMPANY	PI 3151	07501000	010-6005-451.60-23	45.38			
					8/27/2018 TOTAL -	300.48			
					CUMULATI VE TOTAL -	9,101.48			
8/28/2018	377	KI MS I NTERNATI ONAL	PI 2851	0107667	010-5300-431.60-20	15.72			
8/28/2018	3694	ARROW EXTERMI NATORS I NC	PI 2800	605360	010-6005-451.60-23	150.00			
8/28/2018	6822	TULSA W I NNELSON COMPANY	PI 2935	102413	010-6005-451.60-18	45.14			
8/28/2018	7921	SPRI NG CREEK NURSERY	PI 2944	145070	010-6003-451.60-70	726.00			
8/28/2018	9089	YELLOWHOUSE MACHI NERY CO	PI 2946	361658	010-5300-431.60-20	482.27			
					8/28/2018 TOTAL -	1,419.13			
					CUMULATI VE TOTAL -	10,520.61			
8/29/2018	120	CINTAS CORPORATI ON	PI 2789	5011659302	010-6002-451.60-23	42.97			
8/29/2018	130	UNITED ENGI NES I NC	PI 2947	84357	010-5300-431.40-20	290.55			
8/29/2018	225	SUMMI T TRUCK GROUP	PI 2953	411167355	010-5300-431.60-20	217.49			
8/29/2018	399	LOCKE SUPPLY COMPANY	PI 3110	3522910500	010-1700-419.60-18	21.71			
8/29/2018	2016	BI XBY RADIATOR I NC	PI 3208	37625	010-5300-431.40-20	300.00			
8/29/2018	2810	VI NER ENTERPRI SES DBA	PI 2956	154752	010-5105-432.60-20	122.21			
8/29/2018	5371	PREMIER TRUCK GROUP	PI 2921	125243782	010-5300-431.60-20	46.23			
8/29/2018	5591	B & B ELECTRI C CO.	PI 2999	61005	010-6000-451.40-07	340.00			
			PI 3000	61005	010-6000-451.60-33	1,957.70			
8/29/2018	5941	LOWES	PI 2876	02590	010-6005-451.60-23	19.15			
			PI 3116	02596/	010-6000-451.60-18	14.19			
			PI 3117	11537	010-6002-451.60-18	7.17			
					8/29/2018 TOTAL -	3,379.37			
					CUMULATI VE TOTAL -	13,899.98			
8/30/2018	90	NAPA AUTO PARTS	PI 2910	2210911144	010-5300-431.60-20	47.56			
			PI 3100	2210911204	010-6000-451.60-23	5.29			
			PI 3101	2210911218	010-5310-431.60-20	64.50			

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
8/30/2018	206			FERGUSON PONTIAC GMC TRUCK	PI 2829	141622	010-5300-431.60-20	197.12
8/30/2018	225			SUMMIT TRUCK GROUP	PI 2955	411167462	010-5300-431.60-20	349.80
8/30/2018	377			KIMS INTERNATIONAL	PI 2853	0107696	010-5300-431.60-20	106.51
8/30/2018	399			LOCKE SUPPLY COMPANY	PI 3111	3523694500	010-6005-451.60-18	19.37
8/30/2018	1409			SMITH FARM & GARDEN CO	PI 3149	820618	010-5105-432.60-19	35.96
8/30/2018	5941			LOWES	PI 3118	02820	010-6002-451.60-18	11.15
8/30/2018	7296			CHRIS NIKEL CHRYSLER JEEP DODG	PI 3002	694648	010-5300-431.60-20	61.09
8/30/2018	7644			SOUTHERN AGRICULTURE	PI 3195	514862	010-6002-451.60-23	10.71
8/30/2018	9936			MOODY SCOREBOARDS	PI 3130	8098	010-6000-451.60-33	819.68
8/30/2018 TOTAL -								1,728.74
CUMULATIVE TOTAL -								15,628.72
8/31/2018	90			NAPA AUTO PARTS	PI 3103	2210911257	010-5310-431.60-20	129.00
					PI 3105	2210911273	010-5310-431.60-20	64.50
					PI 3106	2210911278	010-6000-451.60-21	12.99
8/31/2018	225			SUMMIT TRUCK GROUP	PI 3154	T1433	010-5300-431.40-20	6,231.14
8/31/2018	251			SHERWIN WILLIAMS CO	PI 3152	34044	010-1700-419.60-18	59.27
8/31/2018	399			LOCKE SUPPLY COMPANY	PI 3112	3525127400	010-6001-451.60-18	7.44
8/31/2018	3539			R & D COMMUNICATIONS INC	PI 2923	59938	010-5310-431.60-31	1,000.00
8/31/2018	5941			LOWES	PI 3121	02141	010-1700-419.60-18	18.99
8/31/2018	6656			SOUTH EAST AUTO TRIM INC.	PI 3161	56635	010-5300-431.40-20	400.00
8/31/2018	6822			TULSA WINNELSON COMPANY	PI 2937	07184200	010-6005-451.60-23	1,060.00
8/31/2018	10526			EXPRESS PRESS	PI 3078	36622	010-5300-431.60-10	182.96
8/31/2018 TOTAL -								9,037.29
CUMULATIVE TOTAL -								24,666.01
9/04/2018	90			NAPA AUTO PARTS	PI 3134	2210911505	010-5300-431.60-20	47.56
9/04/2018	225			SUMMIT TRUCK GROUP	PI 3246	411167697	010-5300-431.60-20	672.84
9/04/2018	3314			CMRS- POC	002650	AUG 2018	010-1700-419.50-39	3,397.16
9/04/2018	4673			SCAUG	002659	08116	010-6002-451.30-11	935.00
9/04/2018	5942			CONSTRUCTION INDUSTRIES BOARD	001914	08/27/18	010-1410-419.30-11	35.00
9/04/2018	7521			CRAIG THURMOND	002652	08/31/18	010-1700-419.50-03	38.85
					002653	09/01/18	010-1700-419.50-03	34.17
9/04/2018	8972			OKLAHOMA UNIFORM BUILDING CODE	001918	2018082801	010-1415-424.30-11	52.50
					001919	10/09/18	010-1415-424.30-11	66.70
					001920	10/09/18	010-1415-424.30-11	66.70
					002657	AUG 2018	010-0000-208.03-00	2,280.00
9/04/2018	10072			MOMENTUM SERVICES LLC	002772	20087220	010-1415-424.30-87	1,528.00
					002773	20087221	010-1415-424.30-87	1,880.00
9/04/2018	10083			OKLAHOMA DEPT OF AGRICULTURE	002738	#3067	010-6003-451.30-11	20.00
9/04/2018	10566			SITE ONE LANDSCAPE SUPPLY LLC	PI 3216	87931347	010-6003-451.60-18	32.93
9/04/2018	10645			SWFTREACH NETWORKS INC	002798	242757	010-1700-419.40-55	14,997.00
9/04/2018	10772			WEX FLEET UNIVERSAL	002666	55661652	010-1200-419.60-21	451.23
9/04/2018	11024			BRENNAN ENGLE	001913	10/31/17-8/13/8	010-6005-451.50-03	621.41
9/04/2018	99999			MISC-A/R REFUNDS	001915	127436	010-0000-229.15-00	45.00
					001923	18-743237	010-0000-342.04-00	89.26
					001924	17-1273694	010-0000-342.04-00	575.00
					001925	AR #30944	010-0000-342.04-01	16.35
					001925	AR #30944	010-0000-342.04-01	16.35
					001927	16-855422	010-0000-342.04-00	48.70
					001928	18-644818	010-0000-342.04-00	46.05

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
				001929	17-1243717	010-0000-342.04-00	84.29
				001930	17-1081930	010-0000-342.04-00	82.25
				001931	18-214667	010-0000-342.04-00	156.13
				001932	18-117116	010-0000-342.04-00	49.25
				002656	127540	010-0000-229.15-00	45.00
						9/04/2018 TOTAL -	28,210.56
						CUMULATI VE TOTAL -	52,876.57
9/05/2018	74		BROKEN ARROW LAWN & GARDEN	PI 3243	899	010-6000-451.60-20	47.52
9/05/2018	90		NAPA AUTO PARTS	PI 3223	2210911681	010-6000-451.60-20	11.12
9/05/2018	399		LOCKE SUPPLY COMPANY	PI 3231	3526701700	010-6000-451.60-18	2.66
				PI 3232	3526906800	010-6000-451.60-18	6.70
				PI 3234	3527053900	010-6004-451.60-18	34.76
				PI 3235	3527362900	010-6002-451.60-18	7.46
9/05/2018	1409		SMITH FARM & GARDEN CO	PI 3213	821239	010-6000-451.60-20	58.09
9/05/2018	5941		LOWES	PI 3241	02218/	010-6005-451.60-23	6.59
						9/05/2018 TOTAL -	174.90
						CUMULATI VE TOTAL -	53,051.47
9/06/2018	90		NAPA AUTO PARTS	PI 3227	2210911728	010-6003-451.60-20	29.26
				PI 3228	2210911729	010-6003-451.60-20	8.82
				PI 3229	2210911734	010-5300-431.60-20	18.37
9/06/2018	225		SUMMIT TRUCK GROUP	PI 3247	CM411167697	010-5300-431.60-20	48.00
9/06/2018	1409		SMITH FARM & GARDEN CO	PI 3214	821309	010-6003-451.60-20	2.96
				PI 3215	821363	010-6003-451.60-20	7.84
						9/06/2018 TOTAL -	19.25
						CUMULATI VE TOTAL -	53,070.72
9/10/2018	3444		ADMIRAL EXPRESS LLC	002314	C19739300	010-6000-451.60-03	22.82
				002315	C19748070	010-6002-451.60-03	16.77
				002316	177674S	010-6000-451.60-03	39.38
				002317	177674S	010-6002-451.60-03	16.77
				002318	177703S	010-1400-419.60-03	566.04
				002319	177870S	010-1800-419.60-03	174.59
				002320	177967S	010-1800-419.60-03	156.87
				002322	177955S	010-1200-419.60-03	223.92
				002323	177670S	010-0300-413.60-03	83.35
				002325	178034S	010-0310-413.60-03	22.66
				002326	177736S	010-1102-419.60-03	127.46
				002328	177882S	010-0501-415.60-03	663.79
				002329	177792S	010-1700-419.60-03	9.85
				002332	178037S	010-0800-415.60-03	149.95
				002335	177795S	010-5300-431.60-03	117.74
				002339	177968S	010-1700-419.50-86	43.62
9/10/2018	8512		AT&T MOBILITY	002166	2300334	010-6005-451.50-54	22.86
				002167	2320465	010-6005-451.50-54	17.96
				002168	3138192	010-6005-451.50-54	16.77
				002169	4022955	010-6005-451.50-54	16.77
				002170	3443899	010-6000-451.50-54	16.77
				002171	4029871	010-6000-451.50-54	16.77
				002172	4039891	010-6000-451.50-54	16.77



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FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
						002173	5199081	010-6000-451.50-54	16.77
						002174	6193900	010-6000-451.50-54	16.77
						002175	2822884	010-6002-451.50-22	10.21
						002176	3444643	010-6002-451.50-22	16.77
						002177	2378905	010-6000-451.50-22	10.21
						002178	2378906	010-6000-451.50-22	10.78
						002187	6714385	010-5300-431.50-54	16.77
						002188	6714569	010-5300-431.50-54	16.77
						002189	6714631	010-5300-431.50-54	16.77
						002190	6714728	010-5300-431.50-54	16.77
						002191	6714968	010-5300-431.50-54	16.77
						002192	6715087	010-5300-431.50-54	16.77
						002193	6715150	010-5300-431.50-54	16.77
						002194	6715879	010-5300-431.50-54	16.77
						002195	2318592	010-1200-419.50-54	16.77
						002196	3446900	010-1200-419.50-54	21.83
						002197	3782674	010-1200-419.50-54	16.77
						002198	5192169	010-1200-419.50-54	16.77
						002199	5216618	010-1200-419.50-54	16.77
						002200	6004629	010-1200-419.50-54	16.77
						002201	6254419	010-1200-419.50-54	20.73
						002202	6302539	010-1200-419.50-54	16.77
						002203	9825567	010-1200-419.50-54	20.73
						002204	9825611	010-1200-419.50-54	16.77
						002205	9825679	010-1200-419.50-54	21.92
						002206	2121252	010-1102-419.50-54	16.77
						002207	6133722	010-1102-419.50-54	16.77
						002208	6133833	010-1102-419.50-54	16.77
						002227	6930100	010-5105-432.50-22	23.80
						002229	7981529	010-5310-431.50-22	10.78
						002232	2822911	010-1800-419.50-54	16.67
						002233	7204455	010-1800-419.50-54	16.67
						002234	4396368	010-0501-415.50-54	16.77
						002235	7280031	010-0501-415.50-54	16.77
						002236	6077329	010-0800-415.50-54	17.47
						002253	3136667	010-1400-419.50-54	16.67
						002254	3137077	010-1400-419.50-54	16.67
						002255	4396540	010-1415-424.50-54	16.77
						002256	9825615	010-1415-424.50-54	16.77
						002257	9825618	010-1415-424.50-54	16.77
						002258	9825642	010-1415-424.50-54	16.77
						002259	9825648	010-1415-424.50-54	16.77
						002260	9825657	010-1415-424.50-54	16.77
						002261	9825659	010-1415-424.50-54	16.77
						002262	9825660	010-1415-424.50-54	16.77
						002263	9825662	010-1415-424.50-54	16.77
						002264	9825671	010-1415-424.50-54	16.77
						002265	9825677	010-1415-424.50-54	16.77
						002266	9825678	010-1415-424.50-54	16.77
						002267	6253282	010-1415-424.50-22	9.10
						002268	6939928	010-1415-424.50-22	10.78

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FUND	010	GENERAL FUND					
DATE		VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
DUE		NO	NAME	NO	NO	NO	
				002269	6939930	010-1415-424.50-22	10.82
				002270	6939931	010-1415-424.50-22	10.78
				002271	6939939	010-1415-424.50-22	10.78
				002272	6939942	010-1415-424.50-22	10.78
				002273	6939943	010-1415-424.50-22	10.78
				002274	7801453	010-1415-424.50-22	10.78
				002275	8302206	010-1415-424.50-22	15.79
				002276	8570884	010-1415-424.50-22	10.78
				002277	8575521	010-1415-424.50-22	10.78
				002278	3460929	010-1700-419.50-54	17.87
				002279	4072369	010-1700-419.50-54	17.87
				002280	4080449	010-1700-419.50-54	17.87
				002281	4305709	010-1700-419.50-54	17.87
				002282	4305978	010-1700-419.50-54	17.87
				002283	3464830	010-0300-413.50-54	17.87
				002284	4389718	010-0300-413.50-54	16.77
				002285	6339753	010-0300-413.50-54	18.08
				002286	6404230	010-0300-413.50-54	18.08
				002287	9346846	010-0300-413.50-54	39.45
				002288	3785891	010-0310-413.50-54	16.77
						9/10/2018 TOTAL -	3,641.48
						CUMULATIVE TOTAL -	56,712.20
9/11/2018	203	FEDERAL EXPRESS CORPORATION	002381	172719531	010-1700-419.50-39		47.78
9/11/2018	398	LOGO WEAR INC	002387	19280	010-0300-413.60-23		37.96
			002388	19280	010-0310-413.60-23		47.96
			002389	19280	010-1700-419.60-23		91.70
			002390	19280	010-1700-419.60-23		47.60
			002391	19280	010-1700-419.60-23		53.94
			002392	19280	010-1700-419.60-23		44.10
9/11/2018	605	OKLAHOMA EMPLOYMENT SECURITY C	002407	08/24/18	010-1102-419.30-11		200.00
9/11/2018	2112	TULSA COUNTY BAR ASSOCIATION	002369	TBA00004988	010-0800-415.30-85		225.00
9/11/2018	4019	MCAFEE & TAFT	002393	545859	010-1700-419.30-08		775.00
			002394	545860	010-1700-419.30-08		980.00
			002395	545861	010-1700-419.30-08		3,400.00
			002396	545863	010-1700-419.30-08		2,150.00
			002397	545862	010-1700-419.30-08		175.00
			002398	545864	010-1700-419.30-08		100.00
			002399	545865	010-1700-419.30-08		100.00
			002400	545866	010-1700-419.30-08		100.00
			002401	545867	010-1700-419.30-08		275.00
			002402	545868	010-1700-419.30-08		100.00
			002403	545869	010-1700-419.30-08		250.00
			002404	545870	010-1700-419.30-08		275.00
			002405	544989	010-1700-419.30-08		3,947.51
9/11/2018	4409	NATIONAL OCCUPATIONAL HEALTH S	002354	1032206	010-1105-419.30-87		204.00
			002406	1032091	010-1102-419.30-02		47.50
9/11/2018	7183	AMERICAN SERVICES INC.	002418	0036438	010-6000-451.40-28		757.00
9/11/2018	8581	JENNIFER TUDOR	002431	08/01-31/18	010-6002-451.40-28		120.00
9/11/2018	9458	GEOGRAPHIC TECHNOLOGIES GROUP	002348	G2013210	010-6000-451.40-55		6,000.00
9/11/2018	9918	VALBRIDGE PROPERTY ADVISORS	002376	OK0118291000	010-1700-419.30-87		1,400.00

FUND	010 GENERAL FUND	FUND					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT	
DUE	NO	NAME	NO	NO	NO		
9/11/2018	10030	FASTSIGNS OF BROKEN ARROW	002346	6175167	010-6002-451.60-23	40.00	
			002426	6175247	010-6002-451.60-18	10.00	
9/11/2018	10093	THE WINVALE GROUP LLC	002442	312629NF	010-1700-419.30-87	1,000.01	
9/11/2018	10196	SUNBELT POOLS INC	002367	352021	010-6005-451.60-18	163.96	
9/11/2018	10214	TULSA'S GREEN COUNTRY STAFFING	002414	64828	010-5105-432.50-37	359.76	
9/11/2018	10313	THYSSENKRUPP ELEVATOR CORP	002368	3004101267	010-6004-451.40-07	2,311.56	
9/11/2018	10359	FORREST ELLIOTT	002428	08/01-31/18	010-6002-451.40-28	712.50	
9/11/2018	10407	ALLIANCE MAINTENANCE INC	002416	107012	010-1700-419.40-28	3,165.00	
9/11/2018	10644	JOSEPHINE SHAW	002432	08/01-31/18	010-6002-451.40-28	997.50	
9/11/2018	10722	MARKS ROSE CARE	002353	BA080318	010-6003-451.40-28	2,592.90	
9/11/2018	10982	REPUBLIC SERVICES OF TULSA	002360	0053000315439	010-6002-451.40-33	306.06	
					9/11/2018 TOTAL -	33,611.30	
					CUMULATIVE TOTAL -	90,323.50	
9/12/2018	307	OTA PIKEPASS CENTER	002493	20180800114	010-1200-419.50-03	56.10	
			002494	20180800114	010-1105-419.50-03	1.65	
			002495	20180800114	010-1800-419.50-03	2.90	
			002498	20180800114	010-5110-437.50-03	4.80	
			002499	20180800114	010-5300-431.50-03	328.80	
			002500	20180800114	010-6000-451.50-03	15.75	
9/12/2018	501	CHAMBER OF COMMERCE	002461	45244	010-1700-419.30-11	10.00	
9/12/2018	1345	OME CORP, LLC	002492	218592	010-1800-419.60-23	64.00	
9/12/2018	1962	WAGONER COUNTY	002551	07/31/18	010-1700-419.50-86	226.00	
			002552	08/31/18	010-1700-419.50-86	127.00	
9/12/2018	3722	HOMEBUILDERS ASSN OF GREATER T	002476	1853	010-1400-419.30-85	535.00	
9/12/2018	3964	THE ARROW GROUP	002521	74102	010-1700-419.50-76	126.00	
			002523	74103	010-1700-419.50-76	1,954.00	
9/12/2018	4409	NATIONAL OCCUPATIONAL HEALTH S	002487	1032311	010-1105-419.30-87	162.50	
9/12/2018	7183	AMERICAN SERVICES INC.	002459	0036810	010-6000-451.40-28	757.00	
9/12/2018	8508	TULSA COUNTY PRINT SHOP	002526	304937	010-1700-419.50-36	155.69	
			002527	304938	010-1700-419.50-36	136.84	
			002528	304939	010-1700-419.50-36	40.00	
			002529	304967	010-1700-419.50-36	20.00	
			002530	304968	010-1700-419.50-36	45.00	
			002531	304975	010-1700-419.50-36	106.16	
			002532	305040	010-1700-419.50-36	98.14	
			002533	305041	010-1700-419.50-36	211.50	
			002534	305042	010-1700-419.50-36	20.00	
			002535	305043	010-1700-419.50-36	25.00	
			002536	305061	010-1700-419.50-36	37.85	
			002537	305148	010-1700-419.50-36	38.94	
			002538	305253	010-1700-419.50-36	20.00	
			002539	305329	010-1700-419.50-36	25.00	
			002540	305332	010-1700-419.50-36	166.15	
			002541	305333	010-1700-419.50-36	40.34	
			002542	305149	010-1700-419.50-36	50.00	
			002543	305337	010-1700-419.50-36	35.04	
			002544	305340	010-1700-419.50-36	33.53	
			002545	305330	010-1700-419.50-36	20.00	
			002546	305331	010-1700-419.50-36	40.00	
9/12/2018	9812	EMS MANAGEMENT & CONSULTANTS I	002469	033963	010-0000-342.04-00	8,334.39-	

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/12/2018	10214	TULSA'S GREEN COUNTRY STAFFING	002548	64996	010-5105-432.50-37	599.60			
			002549	64163	010-5105-432.50-37	97.44			
9/12/2018	10310	MARMIC FIRE & SAFETY CO INC	002564	5156223	010-6000-451.40-07	9.00			
			002565	5156222	010-6000-451.40-07	4.50			
			002566	5156195	010-6000-451.40-07	4.50			
			002567	5156196	010-6000-451.40-07	4.50			
			002568	5156197	010-6000-451.40-07	13.50			
			002569	5156198	010-6000-451.40-07	4.50			
			002570	5156199	010-6000-451.40-07	4.50			
			002571	5156194	010-6000-451.40-07	18.00			
			002572	5156224	010-6000-451.40-07	9.00			
			002573	5156241	010-6000-451.40-07	66.50			
			002574	5156214	010-6000-451.40-07	9.00			
			002575	5156230	010-6000-451.40-07	4.50			
			002576	5156231	010-6000-451.40-07	4.50			
			002590	5156252	010-5300-431.40-07	359.50			
			002592	5156209	010-5105-432.40-07	13.50			
			002612	5156236	010-1700-419.40-07	44.50			
			002613	5156238	010-1700-419.40-07	448.00			
			002614	5156243	010-6004-451.40-07	18.00			
			002615	5156242	010-6004-451.40-07	36.00			
			002616	5156172	010-5300-431.40-07	195.00			
			002622	5153548	010-6002-451.40-07	100.00			
			002623	5153136	010-6002-451.40-07	100.00			
			002624	5153140	010-6002-451.40-07	100.00			
			002625	5153551	010-6001-451.40-07	100.00			
			002626	5153552	010-6001-451.40-07	100.00			
			002627	5153547	010-6000-451.40-07	150.00			
			002631	5153146	010-6002-451.40-07	195.00			
			002632	5156175	010-6002-451.40-07	195.00			
			002633	5156162	010-6002-451.40-07	195.00			
			002634	5156154	010-6002-451.40-07	195.00			
			002635	5156173	010-6001-451.40-07	195.00			
			002636	5156169	010-6001-451.40-07	195.00			
			002637	5156174	010-6004-451.40-07	195.00			
			002638	5156155	010-6004-451.40-07	195.00			
			002639	5156160	010-6000-451.40-07	195.00			
			002640	5156157	010-6000-451.40-07	195.00			
9/12/2018	10360	JAVA DAVES EXECUTIVE COFFEE SE	002480	160000	010-5310-431.60-23	8.00			
			002481	160000	010-5300-431.60-23	15.64			
9/12/2018	10560	NEOPOST- MAILFINANCE LEASE#N160	002488	N7316491	010-1800-419.40-33	2,583.03			
9/12/2018	10976	LEGALESE REPORTING SERVICES	002484	1700	010-1700-419.30-08	652.50			
9/12/2018	11329	TAMMY K EWING	002520	AUG 2018	010-0800-415.30-08	9,075.00			
9/12/2018	11390	INK'S SHAVED ICE	002478	08/30/18	010-1700-419.50-89	38.25			
					9/12/2018 TOTAL -	14,342.75			
					CUMULATIVE TOTAL -	104,666.25			
9/13/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	002677	50024641	010-6002-451.40-33	15.05			
			002678	50026872	010-6002-451.40-33	15.05			
			002679	50021431	010-6002-451.40-33	3.65			
			002680	50025591	010-6002-451.40-33	3.65			

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
						002681	50026218	010-6002-451.40-33	7.20
						002682	50024012	010-1415-424.40-33	55.54
						002683	50027262	010-1415-424.40-33	55.54
						002689	50027263	010-5105-432.40-31	10.38
						002690	50027274	010-5105-432.40-33	1.35
						002703	50027275	010-6000-451.40-31	13.80
						002704	50027275	010-6003-451.40-31	28.69
						002705	50027858	010-6000-451.40-31	100.25
						002707	50027851	010-5310-431.40-31	145.15
						002709	50027850	010-5300-431.40-31	153.78
						002711	50027850	010-5300-431.40-33	2.60
						002713	50027861	010-1800-419.40-33	8.00
						002714	50027860	010-6002-451.40-33	3.65
						002715	50028836	010-6002-451.40-33	7.20
						002716	50028831	010-1700-419.40-33	17.40
						002721	50028825	010-5105-432.40-31	10.38
						002731	50029136	010-6000-451.40-31	100.25
						002732	50028834	010-6000-451.40-31	13.80
						002733	50028834	010-6003-451.40-31	28.69
								9/13/2018 TOTAL -	801.05
								CUMULATIVE TOTAL -	105,467.30
9/18/2018	113	WAGONER COUNTY RURAL WATER #4				003644	974500	010-6005-451.50-23	122.47
						005275	949700	010-6005-451.50-23	17.72
9/18/2018	229	AT&T				001280	10534843224	010-1700-419.50-22	16.28
9/18/2018	309	OKLAHOMA NATURAL GAS CO				001014	183741191	010-6002-451.50-24	200.40
						002739	109928482	010-1700-419.50-24	48.27
						002740	178921936	010-1700-419.50-24	52.89
						002742	178922373	010-1700-419.50-24	50.31
						002744	179883073	010-5105-432.50-24	43.97
						002749	249790245	010-6004-451.50-24	100.20
						008357	183741191	010-6002-451.50-24	3.05
9/18/2018	442	AMERICAN ELECTRIC POWER				000000	9521579361	010-6002-451.50-25	57.55
						000002	9584079030	010-6000-451.50-25	21.87
						000068	9535808552	010-6002-451.50-25	39.23
						000168	9512771270	010-6002-451.50-25	307.96
						000170	9522543530	010-6002-451.50-25	3,092.69
						000171	9526486320	010-6002-451.50-25	460.56
						000172	9527804180	010-6002-451.50-25	2,351.54
						000173	9535808550	010-6002-451.50-25	651.02
						000174	9562179030	010-6002-451.50-25	4,466.45
						000175	9563318190	010-6002-451.50-25	22.01
						000176	9566279830	010-6002-451.50-25	22.80
						000177	9570369030	010-6002-451.50-25	1,756.41
						000178	9590994700	010-6002-451.50-25	22.72
						000179	9595579330	010-6002-451.50-25	21.40
						006439	9504656920	010-6005-451.50-25	709.83
						006440	9510396280	010-6000-451.50-25	21.40
						006441	9520747215	010-6000-451.50-25	76.62
						006442	9521249690	010-6000-451.50-25	147.63
						006443	9522893210	010-6000-451.50-25	42.47

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FUND 010 GENERAL FUND	DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
DUE		NO	NAME	NO	NO	NO	
				006444	9526912632	010-6000-451.50-25	31.40
				006445	9528150390	010-6000-451.50-25	156.01
				006446	9530585300	010-6000-451.50-25	213.63
				006447	9534164330	010-6000-451.50-25	202.79
				006448	9540306930	010-6000-451.50-25	93.59
				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	133.27
				006452	9550378160	010-6000-451.50-25	141.69
				006453	9555549500	010-6000-451.50-25	26.50
				006454	9559837450	010-6000-451.50-25	280.78
				006455	9560883360	010-6000-451.50-25	108.00
				006456	9564267920	010-6000-451.50-25	136.90
				006457	9568460810	010-6000-451.50-25	21.40
				006458	9576407820	010-6000-451.50-25	45.89
				006459	9579019760	010-6000-451.50-25	56.01
				006460	9579795990	010-6000-451.50-25	46.60
				006461	9583474821	010-6000-451.50-25	88.08
				006462	9599210130	010-6000-451.50-25	41.65
				006463	9500179030	010-6000-451.50-25	8.63
				006464	9516079030	010-6000-451.50-25	68.89
				006465	9521479030	010-6000-451.50-25	122.24
				006466	9535869030	010-6000-451.50-25	142.35
				006467	9547079030	010-6000-451.50-25	220.67
				006468	9571279030	010-6000-451.50-25	33.68
				006470	9593179030	010-6000-451.50-25	115.14
				006471	9535173550	010-6000-451.50-43	1,020.68
				006472	9521414070	010-6000-451.50-41	185.21
				006473	9599080710	010-6000-451.50-41	294.55
				006474	9565279030	010-6000-451.50-41	152.65
				006475	9565279030	010-6000-451.50-40	58.02
				006476	9550999950	010-6000-451.50-40	210.71
				006477	9587421490	010-6000-451.50-40	201.89
				006478	9528279030	010-6000-451.50-40	255.93
				006479	9543379030	010-6000-451.50-40	36.81
				006480	9585312130	010-6000-451.50-40	271.63
				006481	9545064620	010-6000-451.50-42	258.01
				006482	9524269030	010-6000-451.50-42	1,968.99
				008367	9530813700	010-6000-451.50-25	54.60
				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

FUND 010	GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			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		24.42
9/18/2018	1040	YOUTH SERVICES OF TULSA COUNTY	002769	JULY 2018	010-1700-419.50-10		2,500.00
			002770	AUG 2018	010-1700-419.50-10		2,500.00
			002771	SEPT 2018	010-1700-419.50-10		2,500.00
9/18/2018	6347	COX COMMUNICATIONS	000213	070019601	010-6005-451.50-22		58.45
			002453	071226702	010-6005-451.50-54		145.36
			002454	069069601	010-6004-451.50-22		175.99
			002715	066260601	010-5105-432.50-23		114.94
			003806	071259001	010-6001-451.50-22		75.68
			005452	070314801	010-6002-451.50-22		62.44
9/18/2018	7724	WINDSTREAM	000183	4512883	010-6000-451.50-54		192.11
			001286	2544015	010-6000-451.50-54		157.69
			001287	2544015	010-6000-451.50-54		172.16
			007886	2598233	010-1700-419.50-22		37.16
			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
			008975	2591700	010-6004-451.50-22		185.02
			008977	2598691	010-5105-432.50-22		83.69
9/18/2018	8130	VERIZON	002767	9329591	010-1700-419.50-54		40.01
					9/18/2018 TOTAL -		31,930.16
					FUND 010 TOTAL -		137,397.46



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FUND	DATE DUE	CONVENTION&VISITOR VENDOR NO	BUREAU VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
027	9/04/2018	3314	CMRS- POC	002651	AUG 2018	027-1700-419.50-39	5.94
	9/04/2018	7508	LORI HILL	001917	08/28/18	027-1700-419.50-03	122.08
						9/04/2018 TOTAL -	128.02
						CUMULATIVE TOTAL -	128.02
	9/11/2018	5036	CERTIFIED FOLDER DISPLAY SERVI	002342	553394	027-1700-419.30-87	665.00
				002379	554053	027-1700-419.30-87	642.96
						9/11/2018 TOTAL -	1,307.96
						FUND 027 TOTAL -	1,435.98



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FUND	DATE DUE	B. A. PUBLIC VENDOR NO	GOLF VENDOR NAME	AUTHORITY	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	10/15/2005	6036	CUTTER & BUCK		004564	14005841	028-0000-141.28-01	286.00-
					004565	90079053	028-0000-141.28-01	131.25
					004566	90079053	028-6103-451.60-60	6.55
							10/15/2005 TOTAL -	148.20-
							CUMULATIVE TOTAL -	148.20-
	12/31/2005	6036	CUTTER & BUCK		007973	90156546	028-0000-141.28-01	28.94-
					007974	90156547	028-0000-141.28-01	52.90-
							12/31/2005 TOTAL -	81.84-
							FUND 028 TOTAL -	230.04-

FUND	030	SALES TAX CAPITAL IMPROV	DATE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/10/2018	11224	BERRY DUNN MENEIL & PARKER LLC	PI 2783	375023	030-1103-419.70-17	1,741.01			
					8/10/2018 TOTAL -	1,741.01			
					CUMULATIVE TOTAL -	1,741.01			
8/16/2018	5941	LOWES	PI 2854	13642	030-5300-431.70-15	75.06			
					8/16/2018 TOTAL -	75.06			
					CUMULATIVE TOTAL -	1,816.07			
8/20/2018	5823	B&H PHOTO	PI 2798	146301593	030-3001-421.70-15	98.90			
					8/20/2018 TOTAL -	98.90			
					CUMULATIVE TOTAL -	1,914.97			
8/21/2018	278	PHYSIO-CONTROL INC	PI 3127	118065038	030-3502-422.70-17	61,306.70			
					8/21/2018 TOTAL -	61,306.70			
					CUMULATIVE TOTAL -	63,221.67			
8/23/2018	5941	LOWES	PI 2857	02220	030-3009-421.70-15	67.83			
			PI 2860	02368	030-3009-421.70-15	56.02			
					8/23/2018 TOTAL -	123.85			
					CUMULATIVE TOTAL -	63,345.52			
8/24/2018	37	ANCHOR STONE CO	PI 2808	181791909	030-5300-431.70-15	934.11			
					8/24/2018 TOTAL -	934.11			
					CUMULATIVE TOTAL -	64,279.63			
8/25/2018	420	APAC-CENTRAL, INC	PI 2982	7001143561	030-5300-431.70-15	651.44			
					8/25/2018 TOTAL -	651.44			
					CUMULATIVE TOTAL -	64,931.07			
8/27/2018	90	NAPA AUTO PARTS	PI 2896	2210910852	030-3009-421.70-15	5.99			
8/27/2018	240	GRAINGER	PI 2827	9887495654	030-5310-431.70-02	271.42			
					8/27/2018 TOTAL -	277.41			
					CUMULATIVE TOTAL -	65,208.48			
8/29/2018	5941	LOWES	PI 3114	02553	030-3009-421.70-15	75.05			
8/29/2018	10030	FASTSIGNS OF BROKEN ARROW	PI 3071	6175086	030-1700-419.70-17	7,588.00			
					8/29/2018 TOTAL -	7,663.05			
					CUMULATIVE TOTAL -	72,871.53			
8/31/2018	4730	DELL MARKETING L.P.	PI 2824	10264130605	030-1200-419.70-19	19,451.70			
			PI 3075	10264062441	030-5310-431.70-19	10,435.83			
					8/31/2018 TOTAL -	29,887.53			
					CUMULATIVE TOTAL -	102,759.06			
9/05/2018	5941	LOWES	PI 3240	02191	030-3009-421.70-15	166.68			
					9/05/2018 TOTAL -	166.68			
					CUMULATIVE TOTAL -	102,925.74			
9/11/2018	8280	CONRAD FIRE EQUIPMENT INC	PI 3253	444864	030-3501-422.70-02	699,984.40			
					9/11/2018 TOTAL -	699,984.40			
					FUND 030 TOTAL -	802,910.14			

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FUND 031 POLICE ENHANCEMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
8/01/2018	9722	LINE-X OF TULSA, INC	PI 3124	1855	031-3001-421.40-20	2,438.00
					8/01/2018 TOTAL -	2,438.00
					CUMULATI VE TOTAL -	2,438.00
8/30/2018	9722	LINE-X OF TULSA, INC	PI 3125	1808306	031-3001-421.40-20	2,438.00
					8/30/2018 TOTAL -	2,438.00
					CUMULATI VE TOTAL -	4,876.00
9/04/2018	8200	THOMAS COOPER	001921	06/03-21/18	031-3001-421.50-03	138.00
					9/04/2018 TOTAL -	138.00
					FUND 031 TOTAL -	5,014.00

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FUND	032	PARK AND RECREATION	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
			DUE	NO	NAME	NO	NO	NO	
9/11/2018	7629	PETTIT MOUNTAIN LLC				002438	9218	032-6000-451,70-17	85.00
								9/11/2018 TOTAL -	85.00
								FUND 032 TOTAL -	85.00

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FUND	035	HOUSING	URBAN	DEVELOPMENT				
DATE		VENDOR		VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE		NO		NAME	NO	NO	NO	
8/27/2018		5941		LOWES	PI 3113	11388	035-8017-434.70-15	77.71
							8/27/2018 TOTAL -	77.71
							FUND 035 TOTAL -	77.71

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FUND	037	CRIME PREVENTION					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/20/2018	4730	DELL MARKETING L.P.	PI 3076	10264296212	037-3001-421.60-24		3,507.78
					8/20/2018 TOTAL -		3,507.78
					FUND 037 TOTAL -		3,507.78

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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-
					CUMULATI VE TOTAL -		480.00-
6/09/2006	6385	MACGREGOR GOLF COMPANY	005406	917394	040-0000-141.28-01		380.00-
					6/09/2006 TOTAL -		380.00-
					FUND 040 TOTAL -		860.00-

FUND	042	STREET LIGHT FUND	FUND				
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
8/14/2018	5936	CONTINENTAL BATTERY CO	PI 2997	10930814180825	042-5300-431.60-35	140.00	
					8/14/2018 TOTAL -	140.00	
					CUMULATIVE TOTAL -	140.00	
8/23/2018	399	LOCKE SUPPLY COMPANY	PI 2847	3518112100	042-5300-431.60-35	4.16	
8/23/2018	7786	TRAFFIC ENGINEERING CONSULTANT	PI 2941	11902	042-5310-437.70-17	960.00	
					8/23/2018 TOTAL -	964.16	
					CUMULATIVE TOTAL -	1,104.16	
8/27/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 2989	S2403914001	042-5300-431.60-35	342.55	
			PI 2990	S2404136001	042-5300-431.60-35	258.58	
8/27/2018	240	GRAINGER	PI 2828	9887495654	042-5310-437.70-02	271.42	
8/27/2018	602	GADES SALES CO INC	PI 3072	0074364	042-5300-431.30-35	1,328.42	
8/27/2018	5941	LOWES	PI 2867	02145	042-5300-431.60-35	8.93	
					8/27/2018 TOTAL -	2,209.90	
					CUMULATIVE TOTAL -	3,314.06	
8/29/2018	5936	CONTINENTAL BATTERY CO	PI 2998	10930829181234	042-5300-431.60-35	280.00	
					8/29/2018 TOTAL -	280.00	
					CUMULATIVE TOTAL -	3,594.06	
9/18/2018	442	AMERICAN ELECTRIC POWER	000087	9523929450	042-5300-431.50-26	92.70	
			000977	9599754840	042-5300-431.50-26	481.04	
			001715	9508106710	042-5300-431.50-26	269.96	
			002438	9510537130	042-5300-431.50-26	91.75	
			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	125.28	
			004146	9594119360	042-5300-431.50-26	271.37	
			004769	9524687060	042-5300-431.50-26	362.72	
			004790	9553345790	042-5300-431.50-26	38.71	
			004954	9518528460	042-5300-431.50-26	363.61	
			005259	9556779261	042-5300-431.50-26	336.71	
			006383	9500965350	042-5300-431.50-26	53.15	
			006384	9501935680	042-5300-431.50-26	55.38	
			006385	9510976040	042-5300-431.50-26	24.49	
			006386	9511636880	042-5300-431.50-26	10.24	
			006387	9519475121	042-5300-431.50-26	70.19	
			006388	9523014090	042-5300-431.50-26	54.00	
			006389	9526677091	042-5300-431.50-26	68.35	
			006390	9529321030	042-5300-431.50-26	13.72	
			006391	9529480110	042-5300-431.50-26	10.11	
			006392	9532705630	042-5300-431.50-26	56.40	
			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	58.25	
			006396	9552939370	042-5300-431.50-26	10.05	
			006397	9553213480	042-5300-431.50-26	56.12	
			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	



FUND	042	STREET LIGHT FUND	FUND				
DATE		VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
DUE		NO	NAME	NO	NO	NO	
				006401	9576247980	042-5300-431.50-26	85.27
				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	35.70
				006405	9579383870	042-5300-431.50-26	52.34
				006406	9587832330	042-5300-431.50-26	93.67
				006407	9594351801	042-5300-431.50-26	31.58
				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	56.99
				007539	9575888820	042-5300-431.50-26	52.07
				008130	9568723720	042-5300-431.50-26	51.35
				008241	9507113221	042-5300-431.50-26	49.14
				008242	9508721831	042-5300-431.50-26	181.59
				008243	9509912401	042-5300-431.50-26	87.19
				008245	9527803371	042-5300-431.50-26	22.87
				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	25.27
				008250	9577598241	042-5300-431.50-26	22.63
				008251	9578296251	042-5300-431.50-26	293.32
				008253	9583598241	042-5300-431.50-26	24.95
				008254	9588394431	042-5300-431.50-26	204.03

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FUND	042	STREET LIGHT FUND					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			008362	9511991290	042-5300-431.50-26		42.04
			008363	9519150480	042-5300-431.50-26		57.56
			008364	9530822820	042-5300-431.50-26		60.27
			008365	9535202220	042-5300-431.50-26		75.83
			008366	9555220450	042-5300-431.50-26		67.07
			008728	9555165000	042-5300-431.50-26		211.88
			009240	9520772990	042-5300-431.50-26		60.59
					9/18/2018 TOTAL -		27,249.48
					FUND 042 TOTAL -		30,843.54

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	043 STREET SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
8/25/2018	420	APAC-CENTRAL, INC	PI 2977	7001143306	043-5300-431.70-15	15,093.32	
			PI 2978	7001143764	043-5300-431.70-15	12,530.05	
			PI 2979	7001143941	043-5300-431.70-15	16,290.41	
			PI 3059	7001143076	043-5300-431.70-15	6,930.43	
					8/25/2018 TOTAL -	50,844.21	
					CUMULATIVE TOTAL -	50,844.21	
9/11/2018	1057	TULSA WORLD	002373	488725-0625	043-5300-431.70-15	184.50	
					9/11/2018 TOTAL -	184.50	
					FUND 043 TOTAL -	51,028.71	

FUND	044	PUBLIC SAFETY	SALES TAX	DATE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
6/13/2018	4311	UNITED FORD	PI 3143	30985773	044-3001-421.60-20	63.92				
					6/13/2018 TOTAL -	63.92				
					CUMULATIVE TOTAL -	63.92				
7/31/2018	4311	UNITED FORD	PI 2930	3124605	044-3001-421.60-20	42.40				
7/31/2018	9581	DULTMEIER SALES LLC	PI 2806	3493151	044-3009-421.60-23	155.99				
					7/31/2018 TOTAL -	198.39				
					CUMULATIVE TOTAL -	262.31				
8/04/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 3085	141658	044-3001-421.60-20	180.00				
					8/04/2018 TOTAL -	180.00				
					CUMULATIVE TOTAL -	442.31				
8/23/2018	7644	SOUTHERN AGRICULTURE	PI 2839	514065	044-3001-421.60-47	53.49				
					8/23/2018 TOTAL -	53.49				
					CUMULATIVE TOTAL -	495.80				
8/26/2018	5941	LOWES	PI 3201	11610	044-3001-421.60-32	6.84				
8/26/2018	7644	SOUTHERN AGRICULTURE	PI 2840	514439	044-3001-421.60-47	57.98				
					8/26/2018 TOTAL -	64.82				
					CUMULATIVE TOTAL -	560.62				
8/27/2018	90	NAPA AUTO PARTS	PI 2898	2210910891	044-3001-421.60-20	11.91				
8/27/2018	1179	ASSOCIATED BAG COMPANY	PI 2995	F274781	044-3008-421.60-23	203.91				
					8/27/2018 TOTAL -	215.82				
					CUMULATIVE TOTAL -	776.44				
8/28/2018	90	NAPA AUTO PARTS	PI 2902	2210910986	044-3001-421.60-20	140.99				
			PI 2904	2210910992	044-3001-421.60-20	61.86				
8/28/2018	5941	LOWES	PI 2874	12485	044-3001-421.60-32	75.24				
8/28/2018	9581	DULTMEIER SALES LLC	PI 2821	3500916	044-3009-421.60-23	41.81				
8/28/2018	9811	SIGN SOLUTIONS	PI 2882	3373	044-3001-421.60-32	1,512.50				
					8/28/2018 TOTAL -	1,832.40				
					CUMULATIVE TOTAL -	2,608.84				
8/29/2018	90	NAPA AUTO PARTS	PI 2907	2210911059	044-3001-421.60-20	84.02				
8/29/2018	238	GOODYEAR AUTO SERVICE CENTER	PI 2820	149233	044-3001-421.60-20	50.00				
8/29/2018	4311	UNITED FORD	PI 2939	CM3124605	044-3001-421.60-20	42.40				
8/29/2018	5941	LOWES	PI 3202	10944	044-3001-421.60-32	76.84				
					8/29/2018 TOTAL -	168.46				
					CUMULATIVE TOTAL -	2,777.30				
8/30/2018	90	NAPA AUTO PARTS	PI 2914	2210911181	044-3001-421.60-20	36.46				
			PI 3099	2210911189	044-3001-421.60-20	16.19				
8/30/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 2831	141624	044-3001-421.60-20	183.75				
8/30/2018	6822	TULSA WINNELSON COMPANY	PI 2936	07564000	044-3001-421.60-18	13.91				
					8/30/2018 TOTAL -	177.39				
					CUMULATIVE TOTAL -	2,954.69				
9/04/2018	90	NAPA AUTO PARTS	PI 3133	2210911501	044-3001-421.60-20	43.94				
9/04/2018	206	FERGUSON PONTIAC GMC TRUCK	PI 3248	141669	044-3001-421.60-20	165.85				

FUND 044	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/04/2018	1093	GARY SANDERS				001916	09/25/18	044-3001-421.50-03	51.00
9/04/2018	9482	ALEI SHA WICKERSHAM				001912	09/25/18	044-3001-421.50-03	29.50
9/04/2018	10718	TIFFANY JESSIE				001922	09/25-27/18	044-3001-421.50-03	191.25
9/04/2018	10772	WEX FLEET UNIVERSAL				002664	55661652	044-3001-421.60-21	25,081.30
9/04/2018 TOTAL -									25,562.84
CUMULATIVE TOTAL -									28,517.53
9/05/2018	90	NAPA AUTO PARTS				PI 3225	2210911684	044-3001-421.60-20	163.11
9/05/2018 TOTAL -									163.11
CUMULATIVE TOTAL -									28,680.64
9/06/2018	90	NAPA AUTO PARTS				PI 3230	2210911748	044-3001-421.60-20	36.47
9/06/2018 TOTAL -									36.47
CUMULATIVE TOTAL -									28,717.11
9/10/2018	3444	ADMIRAL EXPRESS LLC				002307	177924S	044-3008-421.60-03	435.60
						002308	177869S	044-3010-421.60-03	297.50
						002309	178005S	044-3006-421.60-03	28.82
						002310	177680S	044-3001-421.60-03	1,099.68
9/10/2018	8512	AT&T MOBILITY				001996	2316951	044-3001-421.50-54	16.77
						001999	231726S	044-3001-421.50-54	16.77
						002000	2633863	044-3001-421.50-54	16.77
						002001	2616931	044-3001-421.50-54	14.05
						002002	2824135	044-3001-421.50-54	16.77
						002003	2825934	044-3001-421.50-54	15.50
						002004	2826529	044-3001-421.50-54	16.77
						002005	3449379	044-3001-421.50-54	16.77
						002006	3462943	044-3001-421.50-54	16.77
						002007	3468315	044-3001-421.50-54	16.77
						002008	3468318	044-3001-421.50-54	16.77
						002009	3780611	044-3001-421.50-54	16.77
						002010	3782652	044-3001-421.50-54	16.77
						002011	3787692	044-3001-421.50-54	16.77
						002012	4020908	044-3001-421.50-54	16.77
						002013	4021431	044-3001-421.50-54	16.77
						002014	4026622	044-3001-421.50-54	16.77
						002015	5101273	044-3001-421.50-54	16.77
						002016	5102830	044-3001-421.50-54	16.77
						002017	5192193	044-3001-421.50-54	16.77
						002018	6008399	044-3001-421.50-54	16.77
						002019	6008653	044-3001-421.50-54	16.77
						002020	6008668	044-3001-421.50-54	16.77
						002021	6008669	044-3001-421.50-54	16.77
						002022	6008680	044-3001-421.50-54	16.77
						002023	6008681	044-3001-421.50-54	16.77
						002024	6133872	044-3001-421.50-54	16.77
						002025	6334151	044-3001-421.50-54	28.21
						002026	6916811	044-3001-421.50-54	17.87
						002027	7046849	044-3001-421.50-54	16.77
						002028	7345399	044-3001-421.50-54	16.77
						002029	7345411	044-3001-421.50-54	16.77

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FUND	DATE	PUBLIC SAFETY	SALES TAX	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
044	DUE			NO	NAME	NO	NO	NO	
						002030	7345413	044-3001-421.50-54	16.77
						002031	7345427	044-3001-421.50-54	16.77
						002032	7345428	044-3001-421.50-54	15.50
						002033	7345441	044-3001-421.50-54	16.77
						002034	7345462	044-3001-421.50-54	16.77
						002035	7345464	044-3001-421.50-54	16.77
						002036	7345479	044-3001-421.50-54	15.50
						002037	7345499	044-3001-421.50-54	16.77
						002038	7345524	044-3001-421.50-54	16.77
						002039	8456674	044-3001-421.50-54	16.77
						002040	8595760	044-3001-421.50-54	16.77
						002041	8993532	044-3001-421.50-54	14.05
						002042	8994790	044-3001-421.50-54	15.50
						002043	8996527	044-3001-421.50-54	15.50
						002044	9061878	044-3001-421.50-54	14.05
						002045	9331641	044-3001-421.50-54	16.77
						002046	9331675	044-3001-421.50-54	16.77
						002047	9343390	044-3001-421.50-54	15.50
						002048	9344032	044-3001-421.50-54	14.05
						002049	9344067	044-3001-421.50-54	14.05
						002050	9345340	044-3001-421.50-54	14.05
						002051	9345860	044-3001-421.50-54	14.05
						002052	9346101	044-3001-421.50-54	14.05
						002053	9346258	044-3001-421.50-54	14.05
						002054	9347478	044-3001-421.50-54	16.74
						002055	9348047	044-3001-421.50-54	14.05
						002056	9348051	044-3001-421.50-54	14.05
						002057	9348840	044-3001-421.50-54	14.05
						002058	9348848	044-3001-421.50-54	14.05
						002059	9348881	044-3001-421.50-54	14.05
						002060	9348903	044-3001-421.50-54	14.05
						002061	9348912	044-3001-421.50-54	182.80
						002062	9348915	044-3001-421.50-54	14.05
						002063	9495846	044-3001-421.50-54	14.05
						002064	9497207	044-3001-421.50-54	14.05
						002065	9780240	044-3001-421.50-54	14.05
						002066	9780245	044-3001-421.50-54	14.05
						002067	9781649	044-3001-421.50-54	14.05
						002068	9781841	044-3001-421.50-54	14.05
						002069	9781846	044-3001-421.50-54	14.05
						002070	9783177	044-3001-421.50-54	14.05
						002071	9783673	044-3001-421.50-54	14.05
						002072	9785287	044-3001-421.50-54	14.05
						002073	9786731	044-3001-421.50-54	14.05
						002074	9788653	044-3001-421.50-54	14.05
						002075	9822406	044-3001-421.50-54	16.74
						002076	9822593	044-3001-421.50-54	14.05
						002077	9825391	044-3001-421.50-54	14.05
						002078	9825617	044-3001-421.50-54	16.77
						002079	9825628	044-3001-421.50-54	15.50
						002080	9845847	044-3001-421.50-54	14.05

FUND	DATE DUE	PUBLIC VENDOR NO	SALES TAX VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
044				002081	9845850	044-3001-421.50-54	14.05
				002082	9847593	044-3001-421.50-54	14.05
				002083	9847942	044-3001-421.50-54	14.05
				002084	9848069	044-3001-421.50-54	14.05
				002085	9848557	044-3001-421.50-54	14.05
				002086	9860162	044-3001-421.50-54	14.05
				002087	9860519	044-3001-421.50-54	14.05
				002088	9860824	044-3001-421.50-54	16.74
				002089	9862647	044-3001-421.50-54	14.05
				002090	9862971	044-3001-421.50-54	14.05
				002091	9863447	044-3001-421.50-54	14.05
				002092	9864416	044-3001-421.50-54	14.05
				002093	9866726	044-3001-421.50-54	14.05
				002094	9911324	044-3001-421.50-54	14.05
				002095	9984227	044-3001-421.50-54	16.74
				002096	9984306	044-3001-421.50-54	16.74
				002097	9984307	044-3001-421.50-54	16.74
				002098	9984308	044-3001-421.50-54	16.74
				002099	9984309	044-3001-421.50-54	16.74
				002100	9984315	044-3001-421.50-54	16.74
				002101	9984316	044-3001-421.50-54	16.74
				002102	9984317	044-3001-421.50-54	16.74
				002103	9984318	044-3001-421.50-54	16.74
				002104	9984320	044-3001-421.50-54	16.74
				002105	9984321	044-3001-421.50-54	16.74
				002106	9984322	044-3001-421.50-54	16.74
				002107	9984323	044-3001-421.50-54	16.74
				002108	9984324	044-3001-421.50-54	16.74
				002109	9984325	044-3001-421.50-54	14.05
				002110	9984327	044-3001-421.50-54	14.05
				002111	9984335	044-3001-421.50-54	20.70
				002112	9984336	044-3001-421.50-54	14.05
				002113	9984337	044-3001-421.50-54	14.05
				002114	9984338	044-3001-421.50-54	14.05
				002115	9984339	044-3001-421.50-54	14.05
				002116	9984340	044-3001-421.50-54	14.05
				002117	9984341	044-3001-421.50-54	14.05
				002118	9984342	044-3001-421.50-54	14.05
				002119	9984344	044-3001-421.50-54	14.05
				002120	9984345	044-3001-421.50-54	14.05
				002121	9984346	044-3001-421.50-54	14.05
				002122	9984347	044-3001-421.50-54	16.74
				002123	9984348	044-3001-421.50-54	14.05
				002124	9984349	044-3001-421.50-54	14.05
				002125	9984350	044-3001-421.50-54	14.05
				002126	9984351	044-3001-421.50-54	14.05
				002127	9984352	044-3001-421.50-54	16.74
				002128	9984353	044-3001-421.50-54	14.05
				002129	2370782	044-3001-421.50-22	15.50
				002130	2605003	044-3001-421.50-22	16.77
				002131	2698719	044-3001-421.50-22	24.14

FUND	044	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
							002132	2840068	044-3001-421.50-22	21.40
							002133	2847475	044-3001-421.50-22	17.92
							002134	2929789	044-3001-421.50-22	17.92
							002135	3772553	044-3001-421.50-22	24.14
							002136	4026002	044-3001-421.50-22	21.00
							002137	5081905	044-3001-421.50-22	21.37
							002138	5085352	044-3001-421.50-22	14.05
							002139	5085355	044-3001-421.50-22	14.05
							002140	5085356	044-3001-421.50-22	14.05
							002141	5085357	044-3001-421.50-22	14.05
							002142	5085358	044-3001-421.50-22	14.05
							002143	5085376	044-3001-421.50-22	14.05
							002144	5085377	044-3001-421.50-22	19.11
							002145	5085378	044-3001-421.50-22	14.05
							002146	5085379	044-3001-421.50-22	15.50
							002147	5085380	044-3001-421.50-22	15.50
							002148	6008635	044-3001-421.50-22	16.77
							002149	6008649	044-3001-421.50-22	16.77
							002150	6008650	044-3001-421.50-22	16.77
							002151	6008651	044-3001-421.50-22	16.77
							002152	6008652	044-3001-421.50-22	16.77
							002153	6255642	044-3001-421.50-22	25.70
							002154	6258013	044-3001-421.50-22	25.70
							002155	6303497	044-3001-421.50-22	25.70
							002156	6939974	044-3001-421.50-22	21.00
							002157	7067901	044-3001-421.50-22	17.87
							002158	7981036	044-3001-421.50-22	24.14
							002159	7981037	044-3001-421.50-22	21.00
							002160	7981043	044-3001-421.50-22	24.40
							002161	8844027	044-3001-421.50-22	15.50
							002162	8990379	044-3001-421.50-22	15.20
							002163	8990385	044-3001-421.50-22	15.50
							002164	9913639	044-3001-421.50-22	24.14
							002165	9981723	044-3001-421.50-22	21.30
							002289	8088908	044-3009-421.50-22	14.11
							002448	2617740	044-3001-421.50-54	6.92
							002449	2827772	044-3001-421.50-54	6.92
									9/10/2018 TOTAL -	4,783.16
									CUMULATIVE TOTAL -	33,500.27
9/11/2018	308	OVERHEAD DOOR CO					002357	20122124	044-3009-421.40-07	353.90
9/11/2018	355	INCOG					002429	222493	044-3006-421.40-55	3,569.83
9/11/2018	538	EQUI FAX					002425	4990140	044-3001-421.50-54	60.00
9/11/2018	584	SAMS CLUB					002361	1580	044-3001-421.60-03	79.25
9/11/2018	2010	WALGREENS COMPANY					002443	100240440	044-3008-421.30-87	52.98
9/11/2018	3356	ONETA ANIMAL CLINIC					002409	08/29/18	044-3009-421.30-87	400.00
9/11/2018	4513	CUSTOM SERVICES					002420	381460	044-3001-421.40-07	465.35
							002421	381475	044-3001-421.40-07	257.00
9/11/2018	4515	INTEGRIS OCCUPATIONAL HEALTH					002350	201824392	044-3001-421.30-87	4,500.00
9/11/2018	7763	AFIX TECHNOLOGIES, INC					002341	18071705	044-3001-421.40-55	6,695.00
9/11/2018	8427	OKLAHOMA DEPARTMENT OF LABOR					002356	B764812	044-3001-421.40-07	25.00



FUND 044 PUBLIC SAFETY SALES TAX							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
9/11/2018	9756	MATLOCK SECURITY SERVICES	002435	21056	044-3001-421.40-07	326.50	
9/11/2018	9915	BEE CLEAN CLEANING SERVICE	002419	3588	044-3001-421.40-07	3,675.00	
9/11/2018	10165	HENRY SCHEIN ANIMAL HEALTH	002349	PA48207	044-3009-421.60-23	207.30	
9/11/2018	10320	FIRST RESPONDER SUPPORT SERV P	002347	1065	044-3001-421.30-87	300.00	
9/11/2018	10782	LOCKED!NRN	002352	08/20,22,24/18	044-3008-421.30-87	252.00	
			002434	08/27,29,30/18	044-3008-421.30-87	252.00	
9/11/2018	10995	DR. BINU THEVATHERIL DVM	002423	08/24/18	044-3009-421.30-87	525.00	
			002424	08/24/18	044-3009-421.30-87	230.00	
9/11/2018	11007	SOURCEONE	002438	13968	044-3001-421.40-07	2,144.00	
9/11/2018	11388	OXYGEN FORENSICS INC	002437	836201	044-3001-421.40-55	2,399.00	
						9/11/2018 TOTAL -	26,769.11
						CUMULATIVE TOTAL -	60,269.38
9/12/2018	307	OTA PIKEPASS CENTER	002515	20180800544	044-3001-421.50-03	1.40	
9/12/2018	5727	FAMILY & CHILDRENS SERVICE, IN	002470	1808199	044-3001-421.30-87	3,625.50	
9/12/2018	9811	SIGN SOLUTIONS	002519	3379	044-3001-421.40-20	790.00	
9/12/2018	10165	HENRY SCHEIN ANIMAL HEALTH	002475	PB19262	044-3009-421.60-23	239.30	
9/12/2018	10310	MARMIC FIRE & SAFETY CO INC	002618	5156250	044-3001-421.40-07	77.00	
			002619	5156251	044-3001-421.40-07	183.50	
			002620	5156220	044-3001-421.40-07	53.00	
			002621	5156219	044-3001-421.40-07	27.00	
			002628	5156235	044-3008-421.40-07	90.00	
			002629	5156221	044-3009-421.40-07	18.00	
			002641	5153143	044-3001-421.40-07	195.00	
			002642	5156153	044-3001-421.40-07	195.00	
			002643	5156170	044-3008-421.40-07	195.00	
			002644	5156152	044-3009-421.40-07	195.00	
9/12/2018	10790	OKLAHOMA VETERINARY SURGERY LL	002489	111522	044-3001-421.30-87	370.23	
			002490	111523	044-3001-421.30-87	1,729.74	
9/12/2018	10995	DR. BINU THEVATHERIL DVM	002466	08/31/18	044-3009-421.30-87	585.00	
			002467	08/31/18	044-3009-421.30-87	215.00	
						9/12/2018 TOTAL -	8,784.67
						CUMULATIVE TOTAL -	69,054.05
9/13/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	002675	50014817	044-3001-421.40-33	17.20	
			002696	50027276	044-3001-421.40-33	1.60	
			002702	50027278	044-3009-421.40-33	4.45	
			002712	50027862	044-3001-421.40-33	17.20	
						9/13/2018 TOTAL -	40.45
						CUMULATIVE TOTAL -	69,094.50
9/18/2018	442	AMERICAN ELECTRIC POWER	001101	9525277700	044-3001-421.50-25	313.57	
			006376	9518031030	044-3001-421.50-25	837.49	
			006377	9521921030	044-3001-421.50-25	3,767.38	
			006378	9523816640	044-3001-421.50-25	69.75	
			006379	9554431030	044-3001-421.50-25	93.20	
			006380	9562261602	044-3001-421.50-25	6,883.71	
			006381	9567750631	044-3001-421.50-25	4,804.63	
			006382	9542150661	044-3009-421.50-25	1,888.89	
9/18/2018	7724	WINDSTREAM	002768	0102320	044-3001-421.50-22	75.34	
			008959	0351003985	044-3001-421.50-22	8,732.59	

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FUND	044	PUBLI C	SALES TAX	DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
				DUE	NO	NAME	NO	NO	NO	
							008960	1620109426	044-3001-421.50-22	1,540.10
							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	1,025.48
							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	232.51
							008968	4499583	044-3001-421.50-22	49.68
							008969	4518400	044-3001-421.50-22	853.53
									9/18/2018 TOTAL -	34,594.61
									FUND 044 TOTAL -	103,689.11

FUND	045	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
6/08/2018	6409	NAFECO		PI 3094	932910			045-3501-422.60-24		1,224.00
								6/08/2018 TOTAL -		1,224.00
								CUMULATIVE TOTAL -		1,224.00
7/06/2018	7665	LIFE ASSIST INC		PI 2834	864864			045-3502-422.60-23		1,876.26
				PI 2835	864875			045-3502-422.60-23		456.00
								7/06/2018 TOTAL -		2,332.26
								CUMULATIVE TOTAL -		3,556.26
7/26/2018	9803	MUNICIPAL EMERGENCY SERVICES		PI 3097	IN1248452			045-3501-422.60-23		222.30
								7/26/2018 TOTAL -		222.30
								CUMULATIVE TOTAL -		3,778.56
7/30/2018	6409	NAFECO		PI 3095	940084			045-3501-422.60-23		680.00
				PI 3096	940084			045-3501-422.60-24		8,137.00
								7/30/2018 TOTAL -		8,817.00
								CUMULATIVE TOTAL -		12,595.56
8/09/2018	90	NAPA AUTO PARTS		PI 2893	2210909230			045-3501-422.60-20		230.50
								8/09/2018 TOTAL -		230.50
								CUMULATIVE TOTAL -		12,826.06
8/13/2018	68	BOUND TREE MEDICAL		PI 2790	70266135			045-3502-422.60-23		409.76-
								8/13/2018 TOTAL -		409.76-
								CUMULATIVE TOTAL -		12,416.30
8/17/2018	370	AIRGAS USA LLC		PI 2992	9079399085			045-3501-422.60-23		372.18
								8/17/2018 TOTAL -		372.18
								CUMULATIVE TOTAL -		12,788.48
8/22/2018	5770	HENRY SCHEIN INC		PI 2844	56591334			045-3502-422.60-23		92.74
								8/22/2018 TOTAL -		92.74
								CUMULATIVE TOTAL -		12,881.22
8/23/2018	7665	LIFE ASSIST INC		PI 2878	873311			045-3502-422.60-23		365.00
								8/23/2018 TOTAL -		365.00
								CUMULATIVE TOTAL -		13,246.22
8/24/2018	71	BROKEN ARROW ELECTRIC SUPPLY I		PI 2793	S2402967001			045-3501-422.60-18		22.87
8/24/2018	4884	STRYKER SALES CORPORATION		PI 3156	2480201M			045-3502-422.60-23		145.33
				PI 3157	2480201M			045-3502-422.60-24		434.27
8/24/2018	5770	HENRY SCHEIN INC		PI 3065	56620919			045-3502-422.60-23		370.96
				PI 3066	56674865			045-3502-422.60-23		5.04
								8/24/2018 TOTAL -		978.47
								CUMULATIVE TOTAL -		14,224.69
8/27/2018	399	LOCKE SUPPLY COMPANY		PI 2848	3520441700			045-3501-422.60-18		58.72
				PI 2849	3520789500			045-3501-422.60-18		8.04
8/27/2018	5770	HENRY SCHEIN INC		PI 3067	56723189			045-3502-422.60-23		205.98
8/27/2018	5941	LOWES		PI 2869	11382			045-3501-422.60-23		4.73
8/27/2018	6409	NAFECO		PI 3098	943633			045-3501-422.60-24		488.00

FUND	045	PUBLIC SAFETY	SALES TAX				
DATE	VENDOR			VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE	NO	NAME		NO	NO	NO	
8/27/2018	8280	CONRAD FIRE EQUIPMENT INC		PI 3001	529818	045-3501-422.60-20	252.80
8/27/2018	9803	MUNICIPAL EMERGENCY SERVICES		PI 3123	IN1257809	045-3501-422.60-11	3,998.81
						8/27/2018 TOTAL -	5,017.08
						CUMULATIVE TOTAL -	19,241.77
8/28/2018	68	BOUND TREE MEDICAL		PI 2986	82966538	045-3502-422.60-23	2,342.00
8/28/2018	90	NAPA AUTO PARTS		PI 2906	2210911001	045-3501-422.60-20	54.00
8/28/2018	141	CUMMINS SOUTHERN PLAINS		PI 2996	912899	045-3501-422.40-20	1,193.92
8/28/2018	5941	LOWES		PI 2872	01296	045-3501-422.60-18	17.06
8/28/2018	9844	EMERGENCY FIRE EQUIPMENT		PI 2825	27645	045-3501-422.60-20	83.38
						8/28/2018 TOTAL -	3,582.36
						CUMULATIVE TOTAL -	22,824.13
8/29/2018	90	NAPA AUTO PARTS		PI 2909	2210911091	045-3502-422.60-20	79.98
8/29/2018	399	LOCKE SUPPLY COMPANY		PI 3109	3522389100	045-3501-422.60-18	10.56
8/29/2018	5770	HENRY SCHEIN INC		PI 3196	56815453	045-3502-422.60-23	17.30
						8/29/2018 TOTAL -	107.84
						CUMULATIVE TOTAL -	22,931.97
8/30/2018	68	BOUND TREE MEDICAL		PI 2987	82969218	045-3502-422.60-23	327.60
8/30/2018	90	NAPA AUTO PARTS		PI 2912	2210911172	045-3503-422.60-20	59.63
				PI 2915	2210911201	045-3502-422.60-20	2.74
				PI 2916	2210911202	045-3502-422.60-20	30.38
8/30/2018	225	SUMMIT TRUCK GROUP		PI 2957	411167526	045-3502-422.60-20	210.70
8/30/2018	377	KIMS INTERNATIONAL		PI 3069	0107715	045-3501-422.60-20	15.70
8/30/2018	6409	NAFECO		PI 3126	944481	045-3501-422.60-23	216.00
						8/30/2018 TOTAL -	862.75
						CUMULATIVE TOTAL -	23,794.72
8/31/2018	90	NAPA AUTO PARTS		PI 3102	2210911254	045-3502-422.60-20	243.50
8/31/2018	225	SUMMIT TRUCK GROUP		PI 3162	411167628	045-3501-422.60-20	197.27
						8/31/2018 TOTAL -	440.77
						CUMULATIVE TOTAL -	24,235.49
9/01/2018	6822	TULSA WINNELSON COMPANY		PI 3164	07521300	045-3501-422.60-18	480.00
						9/01/2018 TOTAL -	480.00
						CUMULATIVE TOTAL -	24,715.49
9/04/2018	4345	PHILIP REID		002658	08/21-24/18	045-3504-422.50-03	15.30
9/04/2018	6323	STANLEY SPRADLIN		002663	08/20-24/18	045-3504-422.50-03	127.45
9/04/2018	9136	SCOTT WENDLANDT		002660	08/21-24/18	045-3504-422.50-03	15.30
9/04/2018	10772	WEX FLEET UNIVERSAL		002665	55661652	045-3501-422.60-21	865.29
				002667	55661652	045-3502-422.60-21	813.47
				002669	55661652	045-3501-422.60-21	4.09
						9/04/2018 TOTAL -	1,840.90
						CUMULATIVE TOTAL -	26,556.39
9/05/2018	90	NAPA AUTO PARTS		PI 3224	2210911682	045-3501-422.60-20	9.02
9/05/2018	399	LOCKE SUPPLY COMPANY		PI 3233	3526939100	045-3501-422.60-18	7.11
						9/05/2018 TOTAL -	16.13
						CUMULATIVE TOTAL -	26,572.52

FUND	045	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/06/2018		90				NAPA AUTO PARTS	PI 3226	2210911714	045-3501-422.60-20	179.90
9/06/2018		8972				OKLAHOMA UNIFORM BUILDING CODE	PI 3251	2018100908	045-3504-422.60-28	133.40
									9/06/2018 TOTAL -	313.30
									CUMULATIVE TOTAL -	26,885.82
9/10/2018		3444				ADMIRAL EXPRESS LLC	002304	177844S	045-3502-422.60-03	144.95
							002305	177833S	045-3501-422.60-03	435.15
							002306	178020S	045-3503-422.60-03	212.01
9/10/2018		8512				AT&T MOBILITY	002290	3136717	045-3501-422.50-22	14.11
							002291	6930397	045-3501-422.50-22	10.78
							002292	6930637	045-3501-422.50-22	10.78
							002293	6939984	045-3501-422.50-22	10.78
							002294	6982539	045-3501-422.50-22	10.78
							002295	7981020	045-3501-422.50-22	23.80
							002296	8306582	045-3501-422.50-22	10.78
							002297	8571121	045-3501-422.50-22	10.78
							002298	8911436	045-3501-422.50-22	22.70
							002299	9047255	045-3501-422.50-22	23.80
							002300	2848044	045-3501-422.50-54	16.77
							002301	5106146	045-3501-422.50-54	16.77
							002302	2328813	045-3502-422.50-54	16.77
							002303	7342708	045-3502-422.50-54	16.77
							002447	9343803	045-3501-422.50-54	8.14
									9/10/2018 TOTAL -	1,016.42
									CUMULATIVE TOTAL -	27,902.24
9/11/2018		653				OKLAHOMA STATE UNIVERSITY	002410	67360	045-3501-422.30-11	1,870.00
							002411	69946	045-3501-422.30-11	65.00
9/11/2018		885				FI RECOM DIV OF SONETICS CORP	002427	1NV303672	045-3501-422.40-50	1,720.00
9/11/2018		2137				PRO OVERHEAD DOOR	002358	20269	045-3501-422.40-07	200.00
							002359	20285	045-3501-422.40-07	200.00
							002412	20303	045-3501-422.40-07	540.00
9/11/2018		6701				NORTHERN SAFETY COMPANY	002355	903083276	045-3501-422.30-87	1,671.97
9/11/2018		6862				THE SAXTON GROUP DBA	002440	08/28/18	045-3503-422.60-23	142.21
							002441	09/04/18	045-3501-422.60-23	95.77
9/11/2018		8280				CONRAD FIRE EQUIPMENT INC	PI 3254	444864	045-3501-422.70-02	46,739.96
9/11/2018		10594				STEPHANEE CORBET	002362	82718	045-3502-422.30-87	1,875.00
									9/11/2018 TOTAL -	55,119.91
									CUMULATIVE TOTAL -	83,022.15
9/12/2018		307				OTA PIKEPASS CENTER	002496	20180800114	045-3501-422.50-03	348.34
							002497	20180800114	045-3502-422.50-03	323.17
							002513	20180800114	045-3501-422.50-03	348.34
							002514	20180800114	045-3502-422.50-03	323.17
9/12/2018		2137				PRO OVERHEAD DOOR	002516	20302	045-3501-422.40-07	505.00
							002517	20310	045-3501-422.40-07	428.50
9/12/2018		3053				AIR CLEANING TECHNOLOGIES INC	002456	32295	045-3501-422.40-07	227.02
							002457	32294	045-3501-422.40-07	127.50
							002458	32293	045-3501-422.40-07	160.00
9/12/2018		5903				LIGHT HOUSE UNIFORMS CO.	002485	100376	045-3501-422.60-10	25.95
9/12/2018		6862				THE SAXTON GROUP DBA	002525	60001	045-3502-422.60-23	76.43

FUND	045	PUBLI C	SALES TAX				
DATE	VENDOR	VENDOR		VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
DUE	NO	NAME		NO	NO	NO	
9/12/2018	9812	EMS MANAGEMENT & CONSULTANTS I		002468	033963	045-3502-422.40-28	17,569.03
9/12/2018	9985	GREEN COUNTRY MEDICAL WASTE LL		002473	5290	045-3502-422.30-87	400.00
9/12/2018	10310	MARMIC FIRE & SAFETY CO INC		002554	5156246	045-3501-422.40-07	199.50
				002555	5156245	045-3501-422.40-07	99.50
				002556	5156244	045-3501-422.40-07	131.00
				002557	5156218	045-3501-422.40-07	13.50
				002558	5156217	045-3501-422.40-07	13.50
				002559	5156211	045-3501-422.40-07	113.50
				002560	5156212	045-3501-422.40-07	9.00
				002561	5156213	045-3501-422.40-07	13.50
				002562	5156203	045-3501-422.40-07	13.50
				002563	5156905	045-3501-422.40-07	9.00
				002645	5156161	045-3501-422.40-07	195.00
				002646	5153147	045-3501-422.40-07	195.00
				002647	5153145	045-3501-422.40-07	250.00
						9/12/2018 TOTAL -	20,774.93
						CUMULATIVE TOTAL -	103,797.08
9/13/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA		002699	50027266	045-3501-422.40-33	3.35
				002700	50027272	045-3501-422.40-33	4.35
				002701	50027277	045-3501-422.40-33	2.20
				002728	50027859	045-3501-422.40-33	3.95
				002729	50028835	045-3501-422.40-33	4.60
				002730	50028837	045-3501-422.40-33	5.90
				002735	50029139	045-3501-422.40-33	6.35
				002736	50029138	045-3501-422.40-33	6.35
				002737	50029134	045-3501-422.40-33	4.95
						9/13/2018 TOTAL -	42.00
						CUMULATIVE TOTAL -	103,839.08
9/18/2018	309	OKLAHOMA NATURAL GAS CO		000253	250193582	045-3501-422.50-24	159.42
				002745	179007809	045-3501-422.50-24	143.12
				002746	220113100	045-3501-422.50-24	100.20
				002747	180156873	045-3501-422.50-24	113.93
				007328	250193582	045-3501-422.50-24	2.27
9/18/2018	442	AMERICAN ELECTRIC POWER		004621	9509729320	045-3501-422.50-25	48.06
				004622	9517741030	045-3501-422.50-25	914.75
				004623	9519294580	045-3501-422.50-25	1,930.47
				004624	9534041030	045-3501-422.50-25	59.78
				004625	9562068412	045-3501-422.50-25	1,341.86
				004626	9565580431	045-3501-422.50-25	536.90
				004627	9570775800	045-3501-422.50-25	845.34
				004628	9571041030	045-3501-422.50-25	348.01
				004629	9577921030	045-3501-422.50-25	516.81
				004630	9579250710	045-3501-422.50-25	201.05
				004631	9599141030	045-3501-422.50-25	446.13
9/18/2018	6347	COX COMMUNICATIONS		002452	069152901	045-3501-422.50-23	144.94
				002709	066260401	045-3501-422.50-23	144.94
				002714	066260801	045-3501-422.50-23	144.94
				009765	066260501	045-3501-422.50-23	144.94
9/18/2018	8130	VERIZON		002758	2104765	045-3501-422.50-54	40.01

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FUND	DATE DUE	PUBLIC SALES TAX	SALES TAX VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/18/2018	8512	AT&T	MOBILITY	002759	8490267	045-3501-422.50-54	40.01
				002760	8940846	045-3501-422.50-54	40.01
				002761	8940851	045-3501-422.50-54	40.01
				002762	3702126	045-3502-422.50-54	40.01
				002763	3702790	045-3502-422.50-54	40.01
				002764	3701304	045-3502-422.50-54	40.01
				002765	3701504	045-3502-422.50-54	40.01
				002766	3701874	045-3502-422.50-54	40.01
				000918	2003583	045-3501-422.50-54	40.04
				000919	2006125	045-3501-422.50-54	40.04
				000920	2007759	045-3501-422.50-54	40.04
				000921	2313744	045-3501-422.50-54	40.04
				000922	2317072	045-3501-422.50-54	40.04
				000923	2317796	045-3501-422.50-54	40.04
				000924	2318158	045-3501-422.50-54	40.04
				000925	2318340	045-3501-422.50-54	40.04
				000926	2324713	045-3501-422.50-54	40.04
				000927	2327091	045-3501-422.50-54	40.04
				000928	2327728	045-3501-422.50-54	40.04
				000929	2373694	045-3501-422.50-54	40.04
				000930	2379084	045-3501-422.50-54	40.04
				000931	2609260	045-3501-422.50-54	40.04
				000932	2617054	045-3501-422.50-54	40.04
				000933	2617297	045-3501-422.50-54	40.04
				000934	2822212	045-3501-422.50-54	40.04
				000935	2825108	045-3501-422.50-54	40.04
				000936	2826892	045-3501-422.50-54	40.04
				000937	2827250	045-3501-422.50-54	40.04
				000938	2843377	045-3501-422.50-54	40.04
				000939	2844201	045-3501-422.50-54	40.04
				000940	3133458	045-3501-422.50-54	40.04
				000941	3446719	045-3501-422.50-54	40.04
				000942	3447283	045-3501-422.50-54	40.04
				000943	3447330	045-3501-422.50-54	40.04
				000944	3463757	045-3501-422.50-54	40.04
				000945	3469450	045-3501-422.50-54	40.04
				000946	4027844	045-3501-422.50-54	40.04
				000947	4389526	045-3501-422.50-54	40.04
				000948	4389634	045-3501-422.50-54	40.04
				000949	4389702	045-3501-422.50-54	40.04
				000950	4389983	045-3501-422.50-54	40.04
				000952	5132544	045-3501-422.50-54	40.04
				000953	6056822	045-3501-422.50-54	40.04
				000954	6133798	045-3501-422.50-54	40.04
				000955	7030941	045-3501-422.50-54	40.04
				000956	7341288	045-3501-422.50-54	40.04
				000957	7342996	045-3501-422.50-54	40.04
				000958	7345512	045-3501-422.50-54	40.04
				000959	8453439	045-3501-422.50-54	40.04
				000960	9825658	045-3501-422.50-54	40.04
				000961	9825675	045-3501-422.50-54	40.04

PREPARED 9/14/18, 7:18:13  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 48

FUND 045 PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				000962	2847466	045-3502-422.50-54	40.04
				000963	3449851	045-3502-422.50-54	40.04
				000964	3782766	045-3502-422.50-54	40.04
				000965	3782851	045-3502-422.50-54	40.04
				000966	3983977	045-3502-422.50-54	40.04
				000967	4021644	045-3502-422.50-54	40.04
				000968	4023886	045-3502-422.50-54	40.04
				000969	4039943	045-3502-422.50-54	40.04
				000970	4080325	045-3502-422.50-54	40.04
				000971	2617115	045-3501-422.50-54	40.04
				000972	3467671	045-3501-422.50-54	40.04
						9/18/2018 TOTAL -	10,810.11
						FUND 045 TOTAL -	114,649.19



PREPARED 9/14/18, 7:18:13  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 49

FUND	059 2008	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/20/2018	4730	DELL MARKETI NG L. P.	PI 3077	10263935632	059-3501-422.70-17		1,957.30
					8/20/2018 TOTAL -		1,957.30
					CUMULATI VE TOTAL -		1,957.30
8/29/2018	4997	HARRI S CORPORATI ON PSPC	PI 2836	93297689	059-3501-422.70-17		7,771.00
					8/29/2018 TOTAL -		7,771.00
					FUND 059 TOTAL -		9,728.30

PREPARED 9/14/18, 7:18:13  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 50

FUND	060 WORKMANS COMP						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/04/2018	10956	WORKER' S COMPENSATI ON ACCOUNT	002670	08/31/18	060-1700-419.30-88		10,060.81
			002671	09/10/18	060-1700-419.30-88		11,560.77
			002672	09/10/18	060-1700-419.30-08		3,257.36
					9/04/2018 TOTAL -		24,878.94
					CUMULATI VE TOTAL -		24,878.94
9/12/2018	10955	CONSOLIDATED BENEFITS RESOURCE	002462	2047	060-1700-419.30-87		5,833.33
					9/12/2018 TOTAL -		5,833.33
					FUND 060 TOTAL -		30,712.27

PREPARED 9/14/18, 7:18:13  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 51

FUND	070	DEBT	SERVI CE	FUND				
	DATE		VENDOR		VOUCHER	I NVOI CE	ACCOUNT	
	DUE		NO	VENDOR	NO	NO	NO	AMOUNT
				NAME				
	9/18/2018		50	BANK OF OKLAHOMA	002450	COBAOKGOBS08	070-7000-472.81-01	86,568.75
					002451	COBAOKGOBS08	070-7000-472.81-01	300.00
							9/18/2018 TOTAL -	86,868.75
							FUND 070 TOTAL -	86,868.75

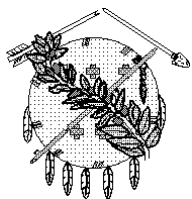
PREPARED 9/14/18, 7:18:13  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 53

FUND	091	2011	GO BOND ISSUE						
DATE			VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		
DUE			NO	NAME	NO	NO	NO	AMOUNT	
9/11/2018			3664	OKLAHOMA NATURAL GAS COMPANY	002408	55866	091-5305-438.70-09	86,000.00	
							9/11/2018 TOTAL -	86,000.00	
							FUND 091 TOTAL -	86,000.00	

FUND	092 2014	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/28/2018	5941	LOWES	PI 2873	02370	092-5300-431.70-15		110.89
8/28/2018	8702	ERGON ASPHALT & EMULSIONS INC	PI 3063	9401910804	092-5300-431.70-15		3,452.70
					8/28/2018 TOTAL -		3,563.59
					CUMULATIVE TOTAL -		3,563.59
9/11/2018	1057	TULSA WORLD	002371	492961-0712	092-5300-431.70-15		182.04
9/11/2018	8280	CONRAD FIRE EQUIPMENT INC	PI 3252	444864	092-3501-422.70-02		1,002,899.92
			PI 3255	444864	092-3501-422.70-02		182,499.58
9/11/2018	9918	VALBRI DGE PROPERTY ADVISORS	002375	OK01182909000	092-5300-431.70-16		5,300.00
9/11/2018	10728	H&G PAVING CONTRACTORS INC	002382	#2	092-5300-431.70-15		33,155.00
			002383	#3	092-5300-431.70-15		6,788.80
			002384	#4	092-5300-431.70-15		1,798.80
			002385	#6	092-5300-431.70-15		6,732.60
					9/11/2018 TOTAL -		1,239,356.74
					CUMULATIVE TOTAL -		1,242,920.33
9/12/2018	5279	HRAOK, INC.	002477	46575	092-5300-431.70-15		1,171.50
					9/12/2018 TOTAL -		1,171.50
					FUND 092 TOTAL -		1,244,091.83
					TOTAL ALL FUNDS -		3,359,671.56



# City of Broken Arrow

## Request for Action

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**File #:** 18-1089, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09/18/2018**

**Title:**

Consideration, appointment of and swearing in of the Youth City Council members for the 2018-2019 school year

**Background:**

The Youth City Council (YCC) was established by the City Council on June 16, 2001 by former Mayor Wade McCaleb. The Youth City Council represents an effort to link leaders of today with leaders of tomorrow. Vice Mayor Scott Eudey and Councilor Johnnie Parks are proud to lead the Youth City Council for the school Year 2018-2019. The following first year Youth City Council members are recommended for appointment during the 2018-2019 school year:

Sophie Arroyo	- Ward 3
Morgan Hubbard	- At Large
Tori Lynn Kostas	- Ward 3
Jeremiah Thomas	- Ward 1
Luke Macomber	- Ward 1
Hope Dewey	- Ward 2
Sawyer Paris	- Ward 3
Taylor Eudey	- Ward 4
Andrew Cloud	- Ward 1
Allison Shaw	- At Large
Jacob Shaw	- At Large

**Cost:** \$0

**Funding Source:** None

**Requested By:** Jennifer Hooks, Community Relations Liaison

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

**Attachments:** Oaths of Office

**Recommendation:**

Approve the appointment and swear in the Youth City Council members for the 2018-2019 school year.

**OATH OF OFFICE**

I, **Sophie Arroyo**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public



**OATH OF OFFICE**

I, **Morgan Hubbard**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, **Tori Lynn Kostas**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, **Jeremiah Thomas**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, **Luke Macomber**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, Hope Dewey, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, **Sawyer Paris**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                      ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, **Taylor Eudey**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, Andrew Cloud, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public



**OATH OF OFFICE**

I, Allison Shaw, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**OATH OF OFFICE**

I, **Jacob Shaw**, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

\_\_\_\_\_  
Affiant

State of Oklahoma     )  
                                      ) ss.  
County of Tulsa        )

Subscribed and sworn to before me this 18<sup>th</sup> day of September 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public



# City of Broken Arrow

## Request for Action

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**File #:** 18-1113, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 9-18-18**

**Title:**

Presentation regarding the road closures for Evans Road Railroad Crossing in association with Union Pacific Railroad Rehabilitating the Crossing

**Background:**

The Union Pacific (UP) Railroad plans to rehabilitate the Evans Road crossing on September 19, 2018. The crossing will be closed from 8:00 AM to 5:00 PM. The road closure will take effect from the intersection of the Evans Road and SH-51 to the south side of the UP Railroad. A detour route will be signed to take through traffic along 101st Street to 241st East Avenue to SH-51. It will just inconvenience the traveling public for one day.

The road closure will allow the contractor to complete the rehabilitation of the Railroad crossing in one day.

Traffic signs will be placed in roadway prior to closure advising the traveling public of the pending detour.

**Cost:** \$0

**Funding Source:** N/A

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

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

**Attachments:** Detour Plan by Road Safety Traffic

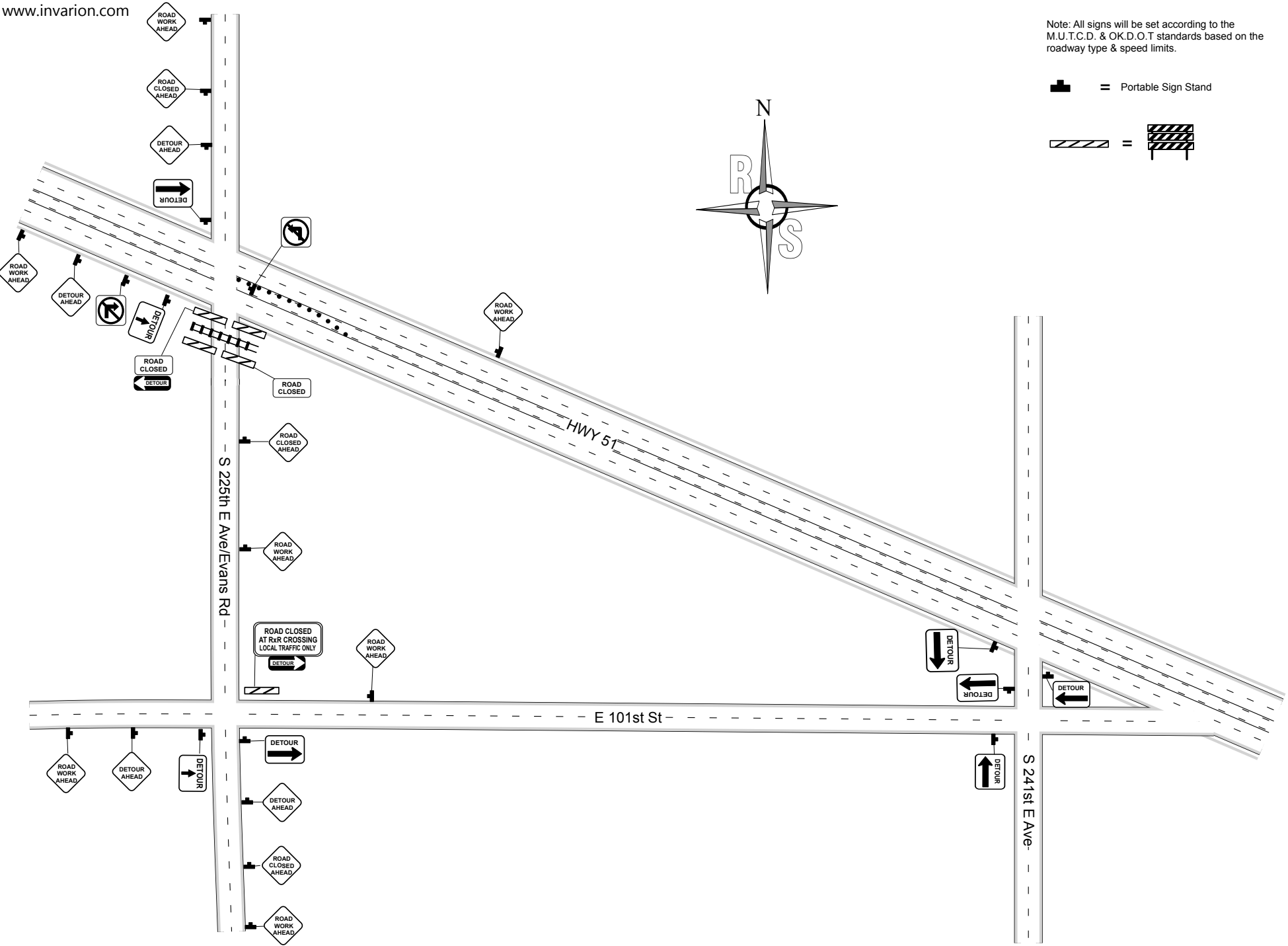
**Recommendation:**

No action required

Note: All signs will be set according to the M.U.T.C.D. & OK.D.O.T standards based on the roadway type & speed limits.

■ = Portable Sign Stand

▨ = ▨





# City of Broken Arrow

## Request for Action

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**File #: 18-1080, Version: 1**

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### **Broken Arrow City Council Meeting of: 09-18-2018**

#### **Title:**

Consideration, discussion, and possible approval of SP-289 (Specific Use Permit), Events Center, 21.05 acres, A-1, one-quarter mile north of New Orleans Street, east of 1st Place

#### **Background:**

SP-289 is a request for a Specific Use Permit for an events center to be placed in an agricultural zoning district. The unplatted property is located one-quarter mile north of New Orleans Street, east of 1<sup>st</sup> Place.

With SP-289, applicant is proposing to develop the site in phases to include an events center with a wedding chapel, banquet facility, and site improvements. Other site features proposed include a vineyard with greenhouse, a bridge across the creek leading to a gazebo, a large patio area, and a pond.

The conceptual site plan includes two driveways along 1<sup>st</sup> Place and 182 parking spaces. The required platting will require dedication of right-of-way necessitating a modified site plan. All proposed buildings will meet setback requirements. Broken Arrow Creek flows north/south along the east side of the property. The applicant will need to seek the appropriate permits (Section 404) from FEMA for site work in the floodplain including construction of a bridge and a pond. The City of Broken is planning to construct a segment of the Broken Arrow Creek Trail along the west side of 1<sup>st</sup> Place that will provide pedestrian and bicycle access to Arrowhead Park to the north and to the Freshman Academy and the Liberty Parkway Trail to the south.

Staff evaluated the Specific Use Permit request for noise, lighting, signs, and traffic. The events center is subject to the City's noise ordinance. Any exterior lighting should be directed downward to prevent light from spilling onto adjacent properties. The applicant has indicated that signage for the events center will be in accordance with the Zoning Ordinance.

Places of assembly are permitted in any agricultural district with a Specific Use Permit by the Zoning Ordinance. SP-289 is therefore in accordance with the comprehensive plan and zoning ordinance.

In their meeting of August 23, 2018, the Planning Commission recommended approval (3-0 vote) of SP-289 per Staff recommendation but with modified conditions of approval including a requirement for screening and for a Traffic Impact Analysis (TIA) to be completed to determine if traffic improvements are warranted. Five people spoke on this item with concerns about traffic, drainage, noise, lighting, screening, and property values. One person spoke in favor of the proposal stating that it would generate revenue for the community. The Planning Commission recommended that the applicant plan to have a meeting with people in the neighborhood prior to the City Council meeting on September 18, 2018. A resident provided a letter after the Planning Commission meeting that is attached.

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**File #:** 18-1080, **Version:** 1

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**Cost:** \$0

**Funding Source:** None

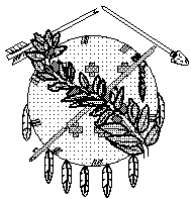
**Requested By:** Michael Skates, Development Services Director

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

**Attachments:** Published PC Fact Sheet  
Case Map  
Aerial Map  
Specific Use Permit Narrative  
Conceptual Site Plan  
Conceptual Building Elevation  
Letter submitted by Dr. G. Stephen Foerster after PC Meeting

**Recommendation:**

Approve SP-289 per Planning Commission and Staff recommendation with modified conditions of approval.



# City of Broken Arrow

## Request for Action

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**File #: 18-954, Version: 1**

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### Broken Arrow Planning Commission

08-23-2018

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:** Public hearing, consideration, and possible action regarding SP-289 (Specific Use Permit), Events Center, 21.05 acres, A-1, one-quarter north of New Orleans Street, east of 1<sup>st</sup> Place

#### Background:

**Applicant:** Nick Denison, 1Architecture  
**Owner:** Jade Capital LLC  
**Developer:** Jade Capital LLC  
**Engineer:** Walter P. Moore  
**Location:** One-quarter mile north of New Orleans Street, east of 1st Place  
**Size of Tract** 21.05 acres  
**Number of Lots:** 1  
**Present Zoning:** A-1  
**Comp Plan:** Level 1 and Greenway/Floodplain

SP-289 is a request for a Specific Use Permit for an events center to be placed in an agricultural zoning district. The unplatted property is located one-quarter mile north of New Orleans Street, east of 1<sup>st</sup> Place.

With SP 289, applicant is proposing to develop the site in phases to include an events center with a wedding chapel, banquet facility, and site improvements. Other site features proposed include a vineyard with greenhouse, a bridge across the creek leading to a gazebo, a large patio area, and a pond.

#### Access and Parking

The project site has approximately 695 feet of frontage. The conceptual site plan shows two access points. As proposed, the northernmost driveway is opposite Ithaca Place, and the main driveway is 200 feet south. The conceptual site plan shows 182 parking spaces. Per the Zoning Ordinance (Section 3.2.B.6), parking for a place of assembly in an agriculture zoning district shall not be permitted within a required front yard (50 feet) or building line setback. Proposed parking is setback approximately 75 feet from the front property line. However, with the required platting and right-of-way dedication, the site plan will need to be modified. The Specific Use Permit document indicates that the site will be designed with low impact guidelines by providing adequate parking, green space, a vineyard and water features. With a modified site plan and goal of using low impact guidelines, minimum parking requirements should be met but not exceeded.

Building setbacks

The required front setback is 50 feet. The side setback is a minimum of 25 feet on one side with a combined side setback of at least 60 feet. The rear setback is 50 feet or 20 percent of the lot depth, whichever is less. As proposed, the main building is approximately 560 feet from the rear of the site due to the floodplain on the eastern side of the site.

Noise

Amplified sound is expected be used on the proposed patio area to the rear of the main building. Section 16-12 (a)(2) and (5) of the Broken Arrow Codes of Ordinances makes it unlawful for the playing of music that disturbs the peace and quiet of any person in another dwelling and prohibits the creation of such disturbing noise from 10:00 p.m. until 7:00 a.m. The applicant anticipates that some of the event spaces will be open until 2:00 a.m. The applicant is proposing to use berms, walls, or trees as a buffer along the south property line.

Lighting

The applicant is proposing 16-foot-high light poles for this project. Section 5.6.E of the Zoning Ordinance identifies two methods for determining the appropriate lighting for a particular site. One method uses a fixture height standard, and the other uses a photometric standard.

Signs

The applicant has indicated that signage for the project will be according to the Zoning Ordinance. Section 5.7.E limits signs in agricultural and residential districts to 8 feet in height and 32 square feet of sign area. The site layout, building elevations, lighting, signs, and screening will all be reviewed during the site plan review.

Surrounding land uses and zoning classifications include the following:

North:	A-1	Large Lot Residential
East:	A-1	Large Lot Residential
South:	A-1	Large Lot Residential
West:	R-3	Single-Family Residential

The 100-year floodplain associated with Broken Arrow Creek flows north/south along the east through the property. The property is designated as “Rural Residential” and “Greenway/Floodplain” in the Comprehensive Plan. The applicant will need to seek the appropriate permits (Section 404) from the FEMA for site work in the floodplain including construction of a bridge and a pond. An environmental study may be needed. If on-site detention is required, the site plan will need to be modified to accommodate detention.

While the applicant has submitted a conceptual site plan, the Planning Commission is not approving the site plan but is reviewing whether the proposed use is appropriate for this particular location. Should the Specific Use Permit be approved, the applicant will then submit a revised site plan that addresses concerns identified, as well as engineering, and building plans for review.

The property associated with SP-289 has not been platted. Right-of-way and utility easements will need to be dedicated along South 1st Street in accordance with the subdivision regulations.

**Attachments:** Case map  
Aerial photo  
Specific Use Permit Narrative  
Conceptual Site Plan  
Conceptual Building Elevation



**Recommendation:**

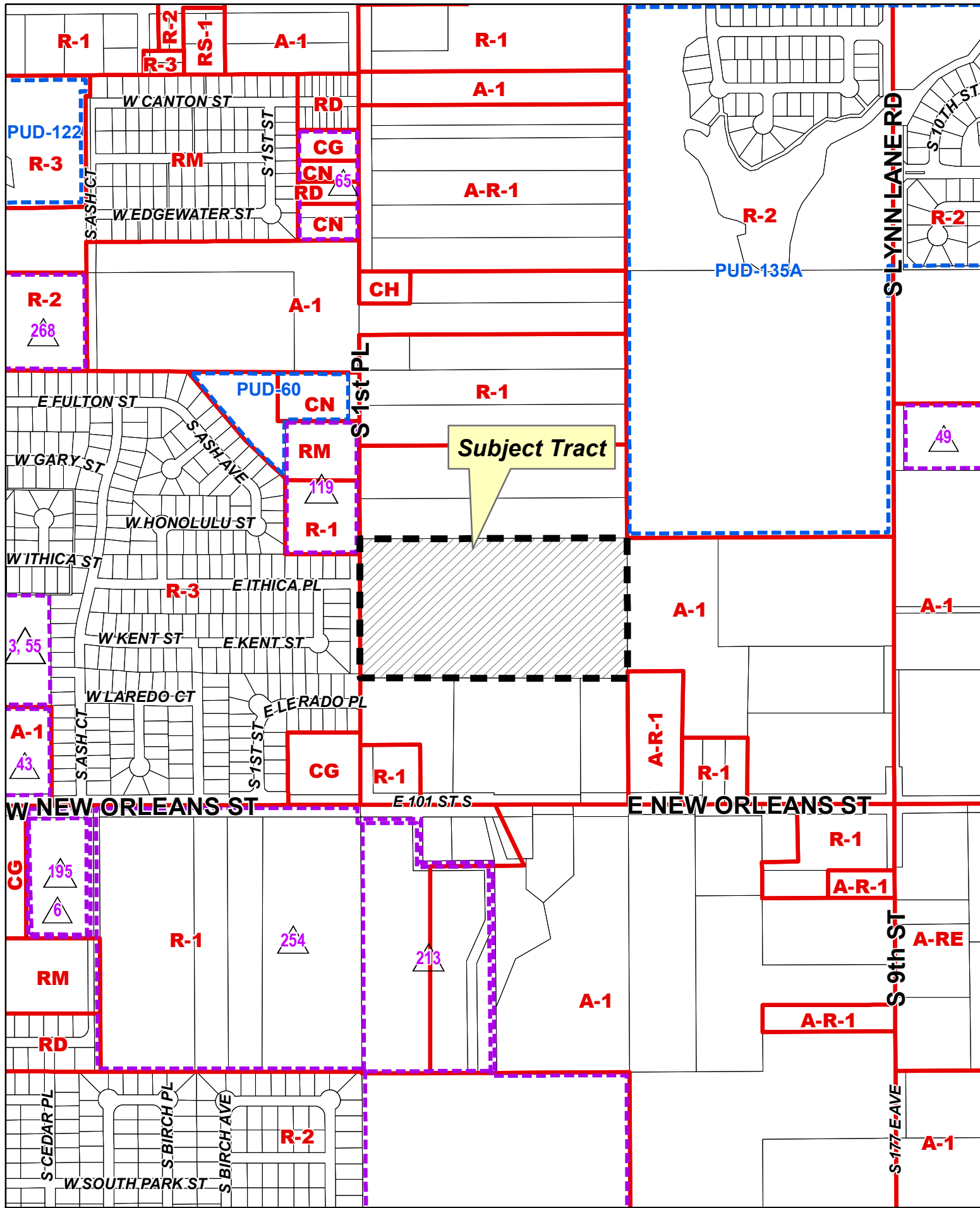
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that SP-289 be approved, subject to the following conditions of approval.

1. The uses permitted through SP-289 shall be for places of assembly like a chapel and banquet facility for weddings and other events.
2. The applicant shall plat the property within one year of approval and prior to approval of a site plan, landscape plan or issuance of a building permit.
3. In accordance with Section 16-12(a)(2) and (5) of the Broken Arrow Codes of Ordinances, the applicant shall make it unlawful for the playing of music that disturbs the peace and quiet of any person in another dwelling and prohibits the creation of such disturbing noise from 10:00 p.m. until 7:00 a.m. The applicant should be prepared to mitigate noise concerns through site design, monitoring decibel levels, and ending the use of amplified sound at 10:00 p.m.

**Reviewed By:        Larry R. Curtis**

**Approved By:        Michael W. Skates**

JMW

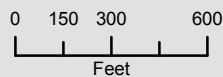


300' Radius



Subject  
Tract

**SP-289**



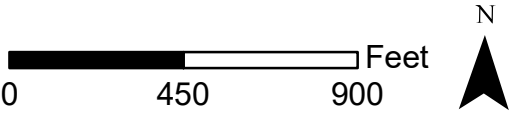
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SUP-289  
Events Center



# **Specific Use Permit**

**For the**

# **Event Space**

July 19, 2018

Owner:

**Jade Capital LLC**

9175 South Yale Avenue, Suite 300  
Tulsa, Oklahoma 74137  
Office: (918) 935-3999

**Original Prepared By:**

1Architecture, LLC

1319 East 6<sup>th</sup> Street

Tulsa, Oklahoma 74120

Office: (918) 764-9996

**Assisted By:**

Walter P Moore (Civil Engineer)

7666 East 61<sup>st</sup> Street, Suite 251

Tulsa, Oklahoma 74133

Office: (918) 806-7200



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Exhibit A	Conceptual Site Plan

## **Development Concept**

When finished, this Events Center will bring three different event space opportunities to Broken Arrow. The eastern 11 acres of this 21-acre site will be developed through the lens of an Italian village offering a space for small venues, an event space capable of seating larger assemblies, accessory space for these events, and a possible venue for bringing more nature into the event.

The site will be designed with low impact guidelines providing adequate parking with plenty of green space, a vineyard and multiple water features.

## Development Standards

### Land Area

Gross Lot Area:	917,017 sq. ft.	21.1 ac
Net Lot Area:	676,162 sq. ft.	15.5 ac

### Permitted Uses

Assembly

**Maximum Building Square Footage:** 265,000 sq. ft.

### Minimum Building Setbacks

Along S 1 <sup>st</sup> Place	50 FT
Along North & South	25 FT
Along East Boundary	60 FT

**Maximum Number of Stories:** Three Stories

**Maximum Building Height:** 55 FT

### Lighting

All parking and building mounted lighting shall be oriented to minimize light leaving the development. All pole mounted lighting shall be located to minimize light crossing property lines. No lighting standard shall exceed 16' in height as measured from the pavement to the light fixture.

### Signage

Signage and Signage Monuments shall conform to current City Ordinance.

### Screening

All trash and mechanical areas shall be screened from public view of person standing at ground level along South 1<sup>st</sup> Place.

## **Landscaping**

The development shall meet the requirements of the current City Ordinance.

## **Development Information**

### **Topography & Soils**

The elevation of the existing site varies from approximately 690' along South 1<sup>st</sup> Place just south of East Ithica Place to approximately 668' along the west side of creek (all elevations referenced to the North American Vertical Datum). The site drains to the east and will maintain this drainage pattern.

A geotechnical engineer has been contracted to perform a preliminary soils analysis. The NRCS data available indicates a silty loam with reasonable building characteristics should be expected on site.

### **Drainage**

It is anticipated that the site will be developed using Low Impact Development (LID) concepts. Efforts will be made to reduce the amount of runoff using sustainable practices around the hardscaped areas. Any detention that is required will be designed in accordance with the City of Broken Arrow Engineering Design Criteria

### **Vehicular and Pedestrian Access and Circulation**

The attached Site Plan depicts the vehicular access points and circulation anticipated to accommodate the conceptual site plan. Access to South 1<sup>st</sup> Place shall be subject to City of Broken Arrow curb cut approval.

### **Utilities**

Water service is provided to the site by an existing waterline along South 1<sup>st</sup> Place. A waterline loop will be constructed to provide fire protection and water service to the development.

Sanitary sewer service will be provided through a sanitary sewer main that is located on the property just east of the creek.

### **Parking**

Parking stalls will be 9'x18' and provided in the following manner:

Phase 1 Building – 200 seats (1:4)	50 spaces
Phase 2 Building – 450 seats (1:4)	113 spaces
Phase 4 Building – 50 seats (1:4)	13 spaces

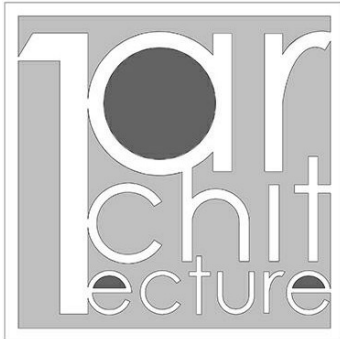


**Requirement to Plat**

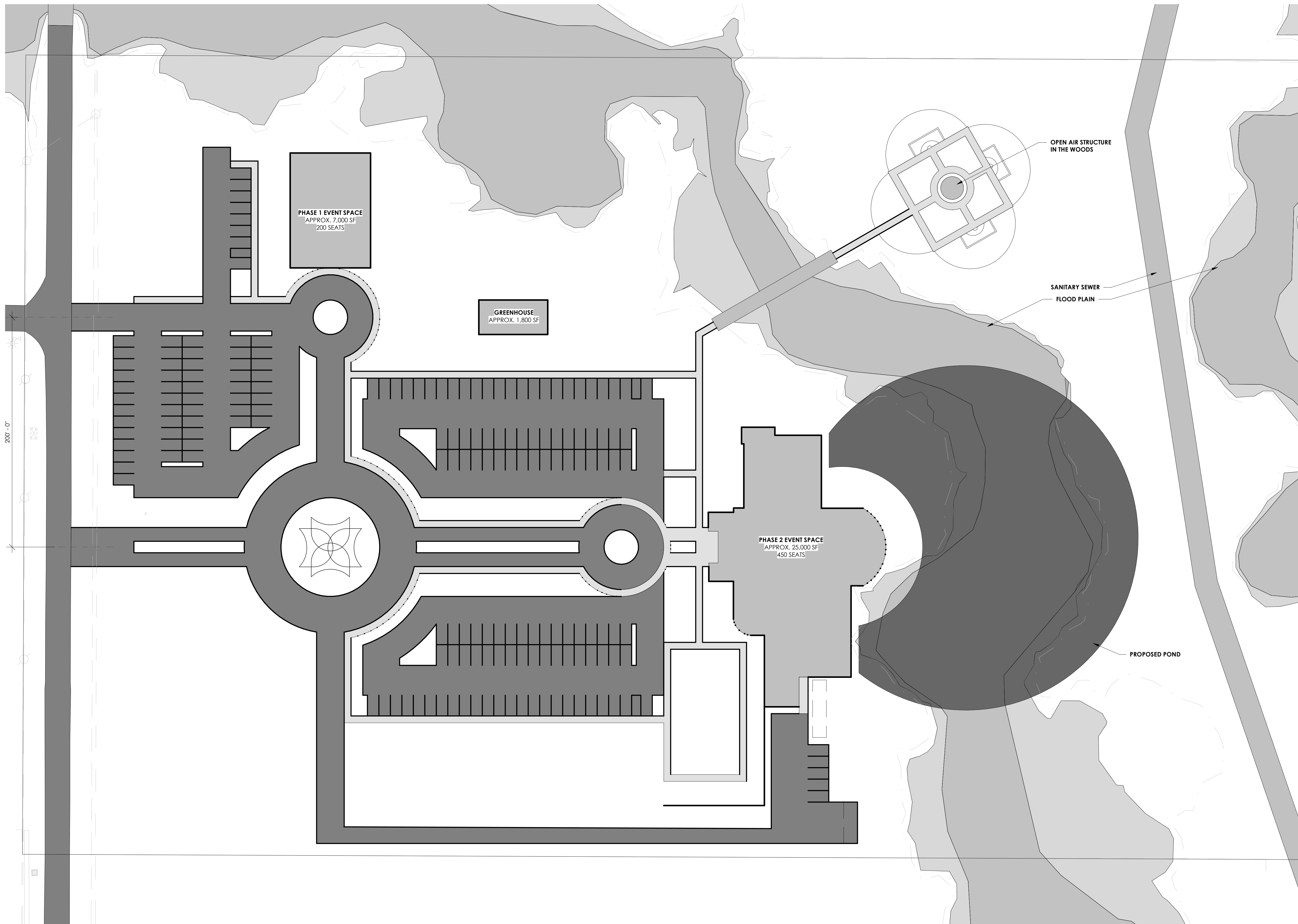
No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Broken Arrow Subdivision Regulations.

**Schedule of Development**

Development of Phase 1 is expected to begin in the Spring of 2019. Remaining phases to follow at Owner's discretion.



1Architecture, LLC  
1319 E. 6th St.  
Tulsa, OK 74120  
PH. 918.764.9996



E 101st St. & S 1st Pl.  
Broken Arrow, OK 74012

NO.	REVISION	DATE

PROJECT NUMBER:  
1806.010

ISSUE:  
PROJECT STATUS HERE

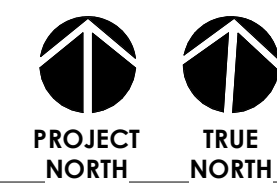
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DRAWN BY:  
PC

CHECKED BY:  
ND

SHEET TITLE:

ARCHITECTURAL SITE  
PLAN





STAIR  
TOWER

COVERED  
ENTRY  
TO CONF.

MAIN  
ENTRY

CHAPEL  
ENTRY

I have lived on 1st  
Place 9 years

Dear Mr. Jones,

I've seen police cars ram  
pick-up trucks trying to accelerate  
on 1st Place. (There was no shoulder.)

1 school child was killed trying  
to walk down 1st Place. (No sidewalks.)

The street is ALREADY too  
narrow. It also has no sidewalks

or shoulders. Kids have to walk on street.  
Bicycle riders go up & down the street too.

I suggest it be 4 lane to  
accommodate the Freshman Academy  
on the south end, all the accelerating  
City vehicles (Police, Fire, Ambulance),  
and this proposed Event Center. Along with  
The Courthouse, Jail, Street & Storm Water City Workers, etc.  
There also will be drinking at  
weddings.

Thank-You,

Dr. G. Stephen Foerster

Broken Arrow,

PS-

1st Place is ONLY  
2 lane now - no shoulder or  
sidewalks



# City of Broken Arrow

## Request for Action

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**File #:** 18-1100, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09/18/2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1133, a Resolution approving the Fiscal Year 2019 Manual of Fees, establishing fees costs charged by the City of Broken Arrow: authorizing the periodic adjustment and waiver of fees by the City Manager; providing an effective date of October 1, 2018

**Background:**

The Manual of Fees compiles fees and cost for development, licenses and registration of various occupations and establishments, Utilities, Parks and Recreation Department facilities, Fire Department Fees, including charges for Emergency Medical Services and other miscellaneous charges. This year due to state mandates additional fees for medical marijuana and alcohol were included.

On September 4, 2018, a work session was held to obtain input from the City Council. As a result of that meeting, changes in the proposed manual have been made, including an adjustment to cemetery fees based on the consumer price index for those services.

Staff is proposing that the Manual of Fees be adopted through Resolution # 1133.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Cynthia S. Arnold, Finance Director

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

**Attachments:** Fiscal Year 2018-2019 Manual of Fees and Resolution #1133

**Recommendation:**

Approve Resolution No. 1133 and authorize its execution



**BROKEN ARROW**

*Where opportunity lives*

# **CITY OF BROKEN ARROW MANUAL OF FEES**

**Effective:  
October 01, 2018**

# City of Broken Arrow Fees

## 1. DEVELOPMENT FEES

### **ENGINEERING PLAN AND INFRASTRUCTURE INSPECTION FEES** **ENGINEERING DESIGN REVIEW FEES**

Plan Design Review Fee – Initial Review*	\$2,000.00 for plan set 1-20 sheets \$3,000.00 for plan sets greater than 20 sheets
Plan Design Review Fee – 2 <sup>nd</sup> Submittal	No Charge
Plan Design Review Fee – 3 <sup>rd</sup> Submittal	Revised sheets 1 – 5 No charge Revised sheets greater than 5, \$50.00 per revised sheet
Plan Design Review Fee – 4 <sup>th</sup> submittal or more**	\$400.00 per Revised Sheet

\* Requires a pre-application meeting prior to initial submittal. Initial review fees are non-refundable.

\*\*Requires a meeting with Staff before the 4<sup>th</sup> submittal, then resubmittal

No fee for conceptual plan submittal.

### **INFRASTRUCTURE BONDS**

Public Improvement / Utility Bonds	100% performance and maintenance bonds only. Expiration date of bonds to be one (1) year from the date of on all improvements except sidewalk. Sidewalks require performance acceptance by the City.
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### **INFRASTRUCTURE INSPECTION FEES**

Infrastructure Inspection Fee; Special Conditions	\$300.00 (minimum) per 4-hour block for inspections that occur on holidays or more than 2 years after start of construction.
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### **BUILDING PERMIT FEES**

Plan Review and Application Fee (residential and commercial): \$100.00

Total Area	Permit Fees
Less than 200 square feet	\$ \$66.00
200 square feet to 499 square feet	\$ \$100.00
500 square feet to 999 square feet	\$ \$149.00
1,000 square feet to 1,499 square feet	\$ \$205.00
1,500 square feet to 1,999 square feet	\$ \$265.00
2,000 square feet to 2,499 square feet	\$ \$320.00

2,500 square feet to 2,999 square feet	\$497.00
3,000 square feet to 3,499 square feet	\$579.00
3,500 square feet to 3,999 square feet	\$662.00
4,000 square feet to 4,499 square feet	\$ 717.00
4,500 square feet to 4,999 square feet	\$799.00
5,000 square feet or more = the square footage × \$45.00 × 0.33 × 0.01 plus \$105.00.	
*Multi – Story Building Calculated on Total Square Footage of All Floors.	
Parks & Recreation Fee (Collected with Building Permit)	For single family home = <del>\$165.00</del> + <del>\$46.00</del> \$189.00 + \$53.00 per bedroom  For duplex houses = <del>\$165.00</del> \$189.00 /structure + <del>\$46.00</del> \$53.00 per bedroom  For Multi-family home - <del>\$275.00</del> \$315.00/structure + <del>\$46.00</del> \$53.00 per bedroom
Room additions and remodels	\$3.47 × est. cost × .001 + \$45.00 or a \$53.00 minimum
Swimming pools and spas:	\$3.47 × est. cost × .001 + \$45.00
Storage buildings to follow above table	(based on sq. ft.)
Pod (commercial) 10 days prior & 10 days post const.(180 max.)	\$66.00
Pod (residential) 30 days max.	\$66.00
Storm shelters	\$63.00
Retaining wall (3' height or greater)	\$61.00
Fuel tanks (in-ground/above ground) installation or removal	\$2.61 per \$1,000 plus \$53.00
Canopy, patio covers, and decks	\$0.44 per square foot + \$53.00
Temporary buildings or tents	\$0.44 per square foot + \$53.00 not to exceed \$150.00
Mobile/manufactured homes	\$87.00
Job Trailers	\$87.00
Recreational Vehicles (3 days plus extension: 10 day max.)	\$66.00
Demolition permit (residential/commercial) structure	\$87.00
Automatic fire-extinguishing system/fire suppression system permit	\$66.00
Fire alarm system permit	\$66.00
Temporary certificate of occupancy	\$61.00
Reissuance of Certificate of Occupancy	\$26.00
Data Retention Fee	\$2.10 per permit
Work started without a permit	\$122.00

Oklahoma Uniform Building Code Commission (OUBCC) fees in addition to the above: state \$4.00 and city \$0.50



## TRADE PERMITS FOR RESIDENTIAL CONSTRUCTION

Square foot	1,000— 1,499	1,500— 1,999	2,000— 2,499	2,500— 2,999	3,000— 3,499	3,500— 3,999	4,000—4,499	4,500 or greater
Trade↓								
Electric*	\$226.00	\$226.00	\$250.00	\$261.00	\$289.00	\$332.00	\$447.00	\$607.00
Mechanical*	\$100.00	\$100.00	\$174.00	\$174.00	\$250.00	\$250.00	\$324.00	\$324.00
Plumbing*	\$259.00	\$334.00	\$352.00	\$448.00	448.00	\$510.00	\$552.00	\$692.00
Gas Pipe	\$41.00	\$41.00	\$45.00	\$45.00	\$56.00	\$56.00	\$56.00	\$56.00
Gas Meter	\$27.00	\$27.00	\$27.30	\$27.00	\$27.30	\$27.00	\$27.00	\$27.00

\* Permit fee includes all required inspections

## TRADE PERMITS (INCLUDES ONE INSPECTION)

Backflow preventer (replacement or repair)	\$66.00
Irrigation Installation Permit	\$66.00
Trade permit (replacement or repair)	
Plumbing	\$66.00
Electrical	\$66.00
Mechanical	\$66.00
Building (not specified elsewhere)	\$66.00

## ELECTRICAL INSPECTION FEES

Electric Service per meter	\$27.00
Rough-in inspection	\$27.00
Circuits added to existing building or structures	\$27.00
Any motor not included in the schedule of devices	\$27.00
Luminous tube signs, border lights or outline lighting, per transformer	\$27.00
Elevators, in addition to fee for motors, each elevator	\$27.00
Rectifiers	\$27.00
Electrical work done in/on structures composed wholly/partially of canvas	\$27.00
Temporary power connections (saw poles, etc.)	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$83.00
Work started without a permit, plus cost of permit	\$122.00

## PLUMBING INSPECTION FEES

Gas meter	\$27.00
Gas piping per meter	\$27.00
Sewer connection to riser	\$27.00
Sewer tap	\$27.00
New water connection	\$27.00
Rough plumbing inspection	\$27.00
Top-out inspection	\$27.00
Backflow preventer	\$27.00
Control valve and head installation when required by inspection division	\$27.00
Final inspection	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Disapproved inspection fee	\$61.00
Underground Fire line piping inspection	\$27.00
Underground Fire line 150 lb. pressure test	\$27.00
Underground Fire line blocking inspection	\$27.00
Underground Fire line riser inspection	\$27.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

## MECHANICAL INSPECTION FEES

Gas meter	\$27.00
Gas piping, per meter	\$27.00
Heating	
Each appliance	\$27.00
Ducts, per system, per trip	\$27.00
Residential HVAC change-out of furnace, coil, and/or condenser	\$27.00
(first system inspection fee is included in permit fee)	
Temporary gas service for construction purposes	\$27.00
Air compressors and tanks, per receiver	\$27.00
Pressure vessels	\$27.00
Refrigeration unit, per unit	\$27.00
Hot and/or chilled water piping, per coil	\$27.00
Replacement of any major part of a mechanical system	\$27.00
Inspections call on work to be concealed, per trip	\$27.00
Final inspection	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$81.00
Work started without a permit, plus cost of permit	\$122.00

### AUTOMATIC FIRE-EXTINGUISHING SYSTEM INSPECTION FEES

Automatic fire-extinguishing system inspections	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Fire suppression above ground	\$27.00
50% installation inspection	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

### AUTOMATIC FIRE ALARM SYSTEM INSPECTION FEES

All work not covered elsewhere in this schedule	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

### FIRE AND LIFE SAFETY CODE INSPECTIONS FOR NEW CONSTRUCTION AND/OR RENOVATIONS REQUIRING A BUILDING PERMIT

Inspections not covered elsewhere in this schedule	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

### SIGN PERMIT FEES

Permanent ground sign - Height under 12 feet	\$110.00
Permanent ground sign - Height 12 feet to 20 feet	\$221.00
Permanent ground sign – Height 20 feet & higher	\$331.00
Accessory/Secondary Ground Sign	\$44.00
Wall sign – Principal Sign	\$82.00
Wall sign – Secondary/Additional wall signs	\$44.00
Awnings/Canopy sign	\$48.00
Construction sign	\$40.00
Copy Change, Remove & Rehang	\$56.00
Temporary/Banner/Inflatable/Mobile Ground sign	\$56.00
Work started without a permit, plus permit cost	\$122.00

### MISCELLANEOUS PERMIT FEES

Recreational fire	No Fee
Residential burn permits (less than 5 acres)	\$56.00
Burn permit (5 acres or greater) i.e., agricultural	\$56.00
Commercial burn permit	\$87.00
Commercial fireworks display	\$110.00
Residential Fireworks discharge	\$22.00
Parking lot (new, addition or renovation)	\$82.00
Curb cut/street cut	\$82.00
Liquefied petroleum gas equipment	\$40.00
Blasting permit, per day	\$44.00
Application for Temporary Use Permit	\$56.00
Generator Permit (Permanent Installation)	\$66.00
Grease Interceptor	\$66.00
Sanitary Sewer Tap: Residential/Commercial new tap on main line	<del>\$45.00</del> \$47.00

### EASEMENTS, VACATIONS & RIGHTS-OF-WAYS

Closure of Easement & Right-of-Way (Proposed Construction)	\$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (Existing Encroachment)	\$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (General)	\$1,000.00 (Non-Refundable)
Encroachment Agreement	\$500.00 (Non-Refundable)
Vacation of Plat	\$1,000.00 (Non-Refundable)
Notice of Easement or Right-of-Way Closing	\$6.00 per mailing label

### ANNEXATION FEES

Annexation or De-annexation	\$ \$525.00*
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper

### COMPREHENSIVE PLAN FEES

Comprehensive Plan Change or Amendment	\$ \$370.00
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### ZONING APPLICATION FEES

0.99 acres	\$125.00*
1-4.99 acres	\$175.00
5-19.99 acres	\$225.00*
20 or more acres	\$325.00*

\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### SPECIFIC USE FEES

Specific Use Permits	\$350.00*
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper

### PLANNED UNIT DEVELOPMENT (PUD) APPLICATION FEES

New Application	\$375.00*
Major Amendment	\$375.00*
Minor Amendment	\$325.00*

\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### PLATTING/DEVELOPMENT FEES

Preliminary Plat Application	\$175.00 + \$10.00 per lot
Conditional Final Plat Application	\$175.00 + \$10.00 per lot
Plat Filing/Release Fee	\$175.00 + \$10.00 per lot

### SITE PLAN FEES/LANDSCAPE PLAN FEES

0-4.99 acres	\$75.00 per submittal
5-19.99 acres	\$100.00 per submittal
20 acres or more	\$150.00 per submittal

### BOARD OF ADJUSTMENT

Board of Adjustment	<del>\$375.00</del> * 350.00
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### MISCELLANEOUS FEES

Public Hearing Appeals	\$150.00
Lot Split	\$100.00
Lot Combination	\$100.00
Limit of No Access (LNA)	\$100.00
Zoning Verification Letter and Record's Request	\$75.00
Excess Capacity Fee (Final Plat)	\$700.00 per acre
Street signs	\$175.00 per sign
Honorary Street Sign – 6" sign	\$90.00
Honorary Street Sign – 9" sign	\$105.00
Special Assessment research and letters	\$50.00

## **ZONING CLEARANCE PERMIT**

Permit Application/Review Fee Penalty	\$100.00 (Non-Refundable)
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## **SMALL CELL WIRELESS FACILITY**

Small Cell Wireless Facility	\$350.00
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## **WATER METER TAP FEES**

Tap Size (In Inches)	Cost
¾"	\$700.00
1"	\$815.00
1½"	\$3,575.00
2"	\$5,277.00
3"	\$10,302.00
4"	\$12,752.00
6"	\$15,871.00
8" or larger	Reimbursement of the actual cost of materials and labor plus 10% to the City of Broken Arrow

## **NON-METERED TAPS**

Reimbursement of the actual cost of materials and labor to the City of Broken Arrow.

Tap Type/Line Size	4" to 12"	greater than 12" to 24"
Main line or fire line taps	\$2,400.00 Escrow	\$3,500.00 Escrow
Greater than 24"	Actual cost	Actual cost

## **STREET CROSSING FOR WATER METER INSIDE CITY**

Line Size	Permit Fees
¾"	\$407.00
1"	\$475.00
1 1/2" or larger	Reimbursement of the actual cost of materials and labor to the City of Broken Arrow
Rock crossings @ contractor's expense	Maximum crossing distance is 37 feet.

## 2. CEMETERY FEES

Grave Space for City of Broken Arrow Residents	<del>\$1,619.00</del> <b>\$1653.00</b>
Grave Space for non-residents	<del>\$2,611.00</del> <b>\$2665.00</b>
Grave Opening or closing	<del>\$1,118.00</del> <b>\$1141.00</b>
Opening for cremation interment at grave site	<del>\$ 627.00</del> <b>\$640.00</b>
Disinterment,	<del>\$2,088.00</del> <b>\$2131.00</b>
Babyland grave space	<del>\$ 105.00</del> <b>\$107.00</b>
Babyland grave opening or closing	<del>\$ 105.00</del> <b>\$107.00</b>
Monument settings per square inch	<del>\$ .63</del> <b>\$ .64</b>
Overtime fee	<del>\$ 523.00</del> <b>\$533.00</b>
Saturday service fee	<del>\$ 523.00</del> <b>\$533.00</b>
Deed for transfer for tradition or cremation niche	<del>\$25.00</del> <b>\$26.00</b>
Single Occupancy Cremation Niches (includes opening/closing and engraving)	
Center Columbarium, Bottom Row	<del>\$1,222.00</del> <b>\$1247.00</b>
Center Columbarium, Second Row Up	<del>\$1,324.00</del> <b>\$1351.00</b>
Center Columbarium, Third Row Up	<del>\$1,426.00</del> <b>\$1455.00</b>
Center Columbarium, Fourth Row Up	<del>\$1,528.00</del> <b>\$1560.00</b>
Center Columbarium, Fifth Row Up	<del>\$1,630.00</del> <b>\$1664.00</b>
Center Columbarium, Top Row	<del>\$1,732.00</del> <b>\$1768.00</b>
Wing or 48 Niche Columbarium, Bottom Row	<del>\$1,222.00</del> <b>\$ 1247.00</b>
Wing or 48 Niche Columbarium, Second Row Up	<del>\$1,324.00</del> <b>\$1351.00</b>
Wing or 48 Niche Columbarium, Third Row Up	<del>\$1,528.00</del> <b>\$1560.00</b>
Wing or 48 Niche Columbarium, Top Row	<del>\$1,630.00</del> <b>\$1664.00</b>
Memorial bench (Order item)	Retail price plus setting fee
Niche space for non-resident	<del>\$ 255.00</del> <b>\$260.00</b>
Change a previously owned or occupied single niche to a double (includes additional opening/closing, additional engraving, and deed change) (May require urn charge)	<del>\$ 306.00</del> <b>\$208.00</b> ( plus cost of replacement front panel if required)
Purchase niche as a double (includes additional opening/closing, additional engraving) (Restricted urn size)	<del>\$204.00</del> <b>\$208.00</b>
Columbarium disinterment or re-opening for other reason	\$102.00 each occurrence <b>\$ 104.00</b>

### 3. CONTRACTOR REGISTRATIONS

Electrical Contractor Registration	\$166.00 plus escrow deposit of \$500.00	Birthday
Fire Suppression Contractor Registration	\$83.00 plus escrow deposit of \$250.00	Birthday
Fire Alarm Contractor Registration	\$83.00 plus escrow deposit of \$250.00	Birthday
General Contractor/Builder Registration	\$83.00 plus escrow deposit of \$250.00	Birthday
Irrigation Contractor Registration	\$166.00 plus escrow deposit of \$250.00	Birthday
Mechanical Contractor Registration	\$166.00 plus escrow deposit of \$500.00	Birthday
Oversized Load Company Annual Registration	\$104.00 plus \$12.00 per load	Specific date
Roofing Contractor Registration	\$166.00 plus escrow deposit of \$250.00	Birthday
Plumbing Contractor Registration	\$166.00 plus escrow deposit of \$500.00	Birthday
Sign Contractor Registration	\$166.00 plus escrow deposit of \$250.00	Birthday

### 4. LICENSE/REGISTRATION FEES (OTHERS)

License Type	Cost/year	Expiration
Ambulance Personnel (Transport Company)	\$29.00	April 30th
Ambulance Service (Transport Company)	\$173.00	April 30th
Animal Adoption Fee	\$63.00	
Animal License Altered	\$7.00 per year \$21.00 (3 years)	Sept. 30th
Animal License Unaltered	\$18.00 \$54.00 (3 years)	Sept. 30th
Animal Hobbyist Permit	\$58.00	Sept. 30th
Certificate of Compliance	\$27.00	
Curbside Recycle (Business License)	\$12.00	one year
Dangerous Dog	\$29.00 \$87.00 (3 years)	Sept. 30th
Exotic Animal	\$116.00	Specific dates
Food License Establishment	Per County	June 30th
Food License Vehicle	Per County	June 30th
Gated Community	\$23.00	Dec. 31st
House Movers	\$116.00	Sept. 30th
Intrusion Alarm Permit	\$27.00/new \$12.00/renewal \$55.00/5 year renewal	Sept. 30th
Itinerant Merchant: See Vendor		
Limousine Driver	\$12.00 per person	April 30th
Limousine Service	\$29.00 per vehicle	April 30th



Massage Establishment Application/Renewal Fee	\$116.00	April 30th
Massage Technician, Therapist and Student Application/Renewal Fee	\$53.00	April 30th
Massage Outcall Service Application/Renewal Fee	\$53.00	April 30th
Mobile Food Vendor: See Vendor		
Medical Marijuana-Dispensary	2500.00	Sept 30th
Medical Marijuana- Grower	2500.00	Sept 30th
Medical Marijuana- Processor	2500.00	Sept 30th
Motor Vehicle Escort Guide	\$29.00 per vehicle	April 30th
Occupation Fee/Hotel Beverage License	\$1,005.00	one year
Occupation Fee/Hotel Beverage License Renewal	\$905.00	one year
Occupation Fee/Hotel Mini-bar(covers all rooms & room service)	\$1,005.00	one year
Occupation Fee/LowPoint Beer for consumption on premises	\$23.00	April 30 <sup>th</sup>
Occupation Fee/LowPoint Beer Package	\$12.00	one year
Occupation Fee/HighPoint Beer & wine License	\$500.00	one year
Occupation Fee/HighPoint Beer & wine Renewal	\$450.00	one year
Occupation Fee/Caterer License (w/occasional liquor	\$1,005.00	one year
Occupation Fee/Caterer Renewal	\$905.00	one year
Occupation Fee/Brewer License	<del>\$1,250.00</del> 125.00	one year
Occupation Fee/Brewer Renewal	\$125.00	one year
Occupation Fee/Distiller License	\$3,125.00	one year
Occupation Fee/Liquor Store/Retail Package Store	<del>\$905.00</del>	April 30th
Occupation Fee/Mixed Beverage	\$1,005.00	April 30th
Occupation Fee/Mixed Beverage Renewal	\$905.00	April 30 <sup>th</sup>
Occupation Fee/Mixed Beverage-Caterer combo license	\$1,250.00	one year
Occupation Fee/Rectifier (blended alcohol)	\$3,125.00	one year
Occupation Fee/Special Event Beer/Liquor	\$55.00	Specific dates
Occupation Fee/Wholesaler (spirits, wine, strong beer)	<del>\$3,500.00</del> \$3,000	one year
Occupation Fee/Strong beer, wine, and Champagne	\$500.00	April 30th
Occupation Fee/Winemaker (out of state applicant)	\$625.00	one year
Occupation Fee/Oklahoma winemaker	\$75.00	one year
Occupation Fee/On premises Beer and Wine License	\$500.00	one year

Occupation Fee/On premises Beer and Wine License Renewal	\$450.00	one year
Occupation Fee/Brewpub	\$1,005.00	one year
Occupation Fee/Brewpub Self Distribution	\$750.00	one year
Occupation Fee/Retail Beer	\$500.00	one year
Occupation Fee/Retail Wine	\$1,000.00	one year
Occupation Fee/Retail Spirits	\$905.00	one year
Occupation Fee/Beer Distributor	\$750.00	one year
Pawn Broker	\$58.00	April 30th
Peddler/Solicitors License	\$41.00 per company plus \$5.00 per card	up to 60 days/180days maximum
Public Dance Establishment	\$231.00	one year
Recreation Center for Adults	\$231.00	one year
Recreation Center for Family	\$231.00	one year
Sexually Oriented Business License Application, Application Renewal and Investigation Fee	\$1,155.00	one year
Sexually Oriented Business Annual License Fee	\$525.00	one year
Sexually Oriented Business Employee Application and Renewal Fee	\$158.00	one year
Shooting Range	\$58.00	one year
Trash Service (Refuse)	\$231.00	April 30th
Taxi Cab	\$29.00/vehicle	April 30th
Taxi Cab Driver	\$12.00/person	April 30th
Vendor - Mobile	\$50.00 vendor lic.+\$20.00 per day	Per year
Vendor - Push Cart	\$50.00 vendor lic.+\$20.00 per day	Per year
Vendor - Stationary	\$50.00 vendor lic.+\$128.00	180 days max per year
Vendor - Stationary Merchant	\$50.00 vendor lic.\$128.00	Per year

5. UTILITY CHARGES WATER SERVICE INITIATION FEE CHARGE

Initiation Fee	Inside City Limits	Outside City Limits
Single Family	\$30.00	\$ \$45.00
Multifamily/Commercial/Office/Light Industrial	\$30.00	<del>\$30.00</del> \$45.00

APPLICATION FOR SERVICE DEPOSIT CHARGE

Tap Type	Inside City Limits	Outside City Limit
Single Family	\$100.00	\$125.00
Multifamily/Commercial/Office/Light Industrial	\$100.00	\$100.00
Heavy Industrial/Park/Cemetery/Golf Course	\$225.00	\$350.00
Deposits may be increased or decreased at the discretion of the City Manager or his designee. Normal deposits will be 2 months est. billing during maximum service		

WATER SERVICE TRANSFER CHARGE

Transfer Type	Inside City Limits	Outside City Limits
		<del>\$45.00</del> <del>\$30.00</del>
Location Transfer	\$30.00	<del>\$45.00</del>
Ownership Transfer	\$10.00	\$10.00

TEMPORARY/CONSTRUCTION METERS SERVICE CHARGES

Service	Inside City Limits	Outside City Limits
Meter Deposit	\$1,200.00	\$1,200.00
Installation and removal	\$30.00	\$30.00
Daily Rental	\$5.00	\$5.00

Note: Only City-issued construction meters are authorized to be connected to a City fire hydrant.

### METER TESTING CHARGES

Meter Size (in inches)	Inside City Limits	Outside City Limits
3/4"	<del>\$40.00</del> <b>\$50.00</b>	<del>\$50.00</del> -\$65.00
1	<del>\$40.00</del> <b>\$50.00</b>	<del>\$50.00</del> -\$65.00
over 1"	Reimbursement of the actual cost to the City of Broken Arrow for materials and labor.	

### CHARGES ASSOCIATED WITH DISCONTINUATION OF SERVICE

Type of Charge	Inside City Limits	Outside City Limits
Returned Check /Insufficient funds	\$30.00	<del>\$40.00</del> <b>\$30.00</b>
Disconnect turn on charge	\$75.00	\$100.00
Water meter replacement	Cost of Labor and Materials	Cost of Labor and Materials
Replacement of water meter box	\$150.00	<del>\$150.00</del> -\$165.00
<b>Broken Lock</b>	<b>\$40.00</b>	<del>\$40.00</del> -\$55.00
<b>Broken Loops/Stop</b>	<b>\$150.00</b>	<del>\$150.00</del> -\$165.00
<b>Meter Pull</b>	<b>\$60.00</b>	<del>\$60.00</del> -\$75.00
<b>AMR Register</b>	<b>\$210.00</b>	<del>\$210.00</del> -\$225.00
<b>AMR Antenna</b>	<b>\$30.00</b>	<del>\$30.00</del> -\$45.00
<b>Water Line Tampering</b>	<b>\$100.00</b>	<del>\$100.00</del> -\$115.00
Charges associated with replacement of water meter vaults	Cost of Labor, Materials, and equipment	Cost of Labor and Materials
* service performed after normal working hours, add \$75.00		

### REREAD AND LEAK TEST CHARGES

Type of Charge	Inside City Limits	Outside City Limits
Leak test and reread charge	<del>\$30.00</del> <b>\$60.00</b>	<del>\$40.00</del> <b>\$60.00</b>
<b>AMR Graph 1<sup>st</sup> one free</b>	<del>\$75.00</del> -\$50.00	<b>\$75.00</b>

### WATER RATES **5.5% increase**

Water Meter Size	Inside City Limits	Outside City Limits
3/4 inch or less in size	<del>\$8.40</del> <b>\$8.87</b>	<del>\$9.30</del> <b>\$9.82</b>
1 inch	<del>\$9.25</del> <b>\$9.76</b>	<del>\$10.30</del> <b>\$10.87</b>
1 1/2 inch	<del>\$12.40</del> <b>\$13.09</b>	<del>\$13.80</del> <b>\$14.56</b>

2 inch	<del>\$17.70</del> <b>\$18.68</b>	<del>\$19.60</del> <b>\$ 20.68</b>
3 inch	<del>\$40.50</del> <b>\$42.73</b>	<del>\$45.00</del> <b>\$47.48</b>
4 inch	<del>\$66.50</del> <b>\$ 70.16</b>	<del>\$74.50</del> <b>\$78.60</b>
6 inch	<del>\$78.00</del> <b>\$82.29</b>	<del>\$82.00</del> <b>\$86.51</b>
8 inch	<del>\$110.00</del> <b>\$116.05</b>	<del>\$116.00</del> <b>\$122.38</b>
10 or more inches	<del>\$148.00</del> <b>\$156.14</b>	<del>\$156.00</del> <b>\$164.58</b>
Volume water charges per 1,000 gallons	Inside City Limits	Outside City Limits
Residential	<del>\$4.62</del> <b>\$4.88</b>	<del>\$5.38</del> <b>\$5.68</b>
Commercial	<del>\$4.62</del> <b>\$4.88</b>	<del>\$5.38</del> <b>\$5.68</b>
Parks/Cemeteries/Golf Courses	<del>\$6.38</del> <b>\$6.73</b>	None

### SPECIAL CONTRACT WATER RATES

Base Charge for meter used during limited term	<del>\$100.00</del> <b>\$105.50</b> per month
Default Charge Per 1,000 gallons or fraction thereof	<del>\$5.26</del> <b>\$5.55</b>
Customer takes less than 50% during peak months	<del>\$4.82</del> <b>\$5.09</b>
Customer takes 50% or more during peak months	<del>\$5.48</del> <b>\$5.79</b>
Emergency Service with no contract	<del>\$6.57</del> <b>\$6.94</b>
Peak Months: June, July, August, September	rates are Per 1,000 gallons or fraction thereof

### STORMWATER FEES **9% increase**

Stormwater Monthly Drainage System Service Charge	<del>\$6.29</del> <b>\$ 6.86</b> for each equivalent service unit assigned to a lot, tract or parcel of real estate
Fee-in-Lieu of Detention Rate	<del>\$ .35</del> <b>\$0.40</b> per square foot of increased impervious area added to the property
Stormwater Development Fee	\$26.00
Floodplain Development Fee	\$100.00
Earth Change Fee	\$ 53.00

### STREETLIGHT FEE

Streetlight Fee	\$1.50
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### SANITARY SEWER RATES **7% increase**

Water Meter Size	Inside City Limits	Outside City Limits
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3/4 inch or less in size	<del>\$8.20</del> <del>\$8.78</del>	<del>\$8.85</del> <del>\$9.47</del>
1 inch	<del>\$9.05</del> <del>\$9.69</del>	<del>\$9.80</del> <del>\$10.49</del>
1 1/2 inch	<del>\$12.10</del> <del>\$12.95</del>	<del>\$13.10</del> <del>\$14.02</del>
2 inch	<del>\$17.30</del> <del>\$17.65</del>	<del>\$18.60</del> <del>\$19.91</del>
3 inch	<del>\$39.50</del> <del>\$42.27</del>	<del>\$43.00</del> <del>\$46.01</del>
4 inch	<del>\$65.00</del> <del>\$69.55</del>	<del>\$70.50</del> <del>\$75.44</del>
6 inch	<del>\$76.00</del> <del>\$81.32</del>	<del>\$78.00</del> <del>\$83.46</del>
8 inch	<del>\$107.00</del> <del>\$114.49</del>	<del>\$110.00</del> <del>\$117.70</del>
10 or more inches	<del>\$144.00</del> <del>\$154.08</del>	<del>\$148.00</del> <del>\$158.36</del>
Volume charges per 1,000 gallons Residential Commercial Contract		
Residential	<del>\$3.29</del> <del>\$3.52</del>	<del>\$3.90</del> <del>\$4.18</del>
Commercial	<del>\$3.60</del> <del>\$3.86</del>	<del>\$4.10</del> <del>\$4.39</del>
Contract	<del>\$3.75</del> <del>\$4.02</del>	None

FLAT SERVICE SANITARY SEWER FEES ~~do these have increase also?~~  
FOR CUSTOMERS THAT DON'T RECEIVE CITY WATER

Physical Connection to sanitary sewer	\$45.00
Flat Service Charge*	\$41.20 inside city limits \$46.55 outside city limits

\* Applies to residential customers only. Outside City service and volume charges will apply to non-residential customers.

INDUSTRIAL PRETREATMENT CHARGES AND FEES

Type of Charge	Inside City Limits	Outside City Limits
Permit Application Fee	\$400.00	\$600.00
Biannual Permit Renewal	\$400.00	\$600.00
Monitoring, Inspecting, Surveillance*	\$50.00	\$50.00
Appeal Processing Fee (per appeal)	\$50.00	\$50.00
Biochemical Oxygen Demand (BOD) Surcharge (per pound)	\$0.50	\$0.59
Total Suspended Solids (TSS) Surcharge (per pound)	\$0.16	\$0.19
Oil and Grease Surcharge (per pound)	\$0.16	\$0.19
Hauled septic/industrial waste	\$65.00 per 1,000 gallons	\$65.00 per 1,000 gallons

\*this fee is in addition to direct charges for testing by independent laboratories if required

## SANITATION FEES

Standard Residential Monthly Fee	\$15.50
Outside City limit fee, in addition to standard monthly fee	no fee
Each bag of yard waste in excess of 10	\$1.25 per bag
Yard Waste bags larger than 30 gallons	charged as 2 bags
Mattress and/or Spring Sets	\$15.00
Hot Water Heaters	\$10.00
Major Appliances	\$15.00
Disassembled Swing Sets	\$10.00
Each item of Furniture	\$12.00
Loose Brush Pick Ups Per cubic yard	\$7.00
Bulk pickup per load, up to 5 cubic yards	\$36.00
Bulk pickup per load, 6 to 15 cubic yards	\$75.00

## 6. PARKS AND RECREATION FEES

### CITY FACILITIES RENTALS

Central Park Community Center-1500 S. Main Street	Resident Fee	Non-Resident Fee
Meeting Room w/o Kitchen	\$35.00/hr.	\$45.00/hr.
Kitchen Flat Fee	\$50 flat fee	\$60.00 flat fee
Art Room	\$25.00/hr.	\$30.00/hr.
Gym #1	\$45.00/hr.	\$60.00/hr.
Gym #2	\$40.00/hr.	\$55.00/hr.
Gym #3	\$40.00/hr.	\$55.00/hr.
Flooring for Gyms	\$150.00/event/gym	\$200.00/event/gym
Cleanup Deposit	\$125.00	\$125.00
Nienhuis Park Community Center – 3201 N. 9 <sup>th</sup> Street		
Meeting Room w/Kitchenette	\$35.00/hr.	\$45.00/hr.
Gym #1	\$40.00/hr.	\$55.00/hr.
Gym #2	\$40.00/hr.	\$55.00/hr.
Flooring for Gyms	\$150.00/event/gym	\$200.00/event/gym

Cleanup Deposit	\$125.00	\$125.00
Rose District Pavilion Rental	Resident/Non-Profits	Non Residents
Monday-Sunday	\$40.00/hr.	\$60.00/hr.
Clean-up Deposit	\$250.00	\$250.00
Ray Harral Nature Center	Resident Fee	Non-resident Fee
Meeting Room	<del>\$20.00/hr.</del> \$25.00/hr.	<del>\$25.00/hr.</del> \$30.00/hr.
Camino Villa –Park Building		
Meeting Room	\$30.00/hr.	\$35.00/hr.
Clean up Deposit	\$200.00	\$200.00

\*\$1 million General Liability Insurance Policy may be required depending on activity/event at facility.

\*Fees for the Broken Arrow Community Playhouse, the Main Place, the Broken Arrow Museum and the Broken Arrow Military History Center are set by the organizations who lease these facilities.

### SPECIAL EVENT FEES

Rose District Farmers Market Vendor	\$20.00 application fee
Road Closure	\$25.00/hr. per employee (2hr min.)
Police Officer ***	\$50.00/hr. per Officer (2 hr. min.)
Building Maintenance (Setup/Event/Teardown)	\$25.00/hr. per employee
Fire/Emergency Services***	\$50.00/hr. per employee
Special Event Beer/Liquor Permit*	\$55.00
Event Merchant/Vendor	\$120.00 per event
Tent or temporary structure	\$150.00
Pole Banner installation (Rose District)	\$100.00 per block (up to 8 banners)
Mobile Stage (Public Park use only)	\$500.00
Health Department Permit*	Per County
Facility Rental	See section related to facility rentals**

\*Other permits or licenses may be required depending on regulations from the State or respective County.

\*\*Deposits may be required

\*\*\*Hourly rate listed is budgetary – time will be billed as an actual expense.

### CITY SWIMMING POOL FEES

Pools	Daily Fees:	Daily Fees:	Private Rental:	Private Rental:
	Under 3 free Under 48" 55+	Over 48"	Resident	Non-Resident



Family Aquatic Center-1400 S. Main Street	\$5.00	\$6.00	\$250.00 /hr.	\$350.00 /hr.
Nienhuis Park Aquatic Facility-3201 N. 9th	\$5.00	\$6.00	\$250.00 /hr.	\$350.00 /hr.
Country Aire Pool-100 N Fir Ave	\$4.00	\$5.00	\$150.00 /hr.	\$200.00 /hr.
Pool Punch Cards for Residents Only	10 visits \$40.00			
Note: 2 hour minimum on private pool party reservations				

### SHELTERS

Park Shelters Reservations	Resident	Non-Resident
Jackson, Haskell, Sieling, <b>Events Park, Leisure Park</b> Country Aire, Nienhuis and Central	\$15.00/hr.	\$25.00/hr.
Reserve shelters twice a day only. Will have 30 minutes between rentals.		

### BATTLE CREEK GOLF COURSE FEES

Individual Membership	\$160.25per month, plus tax	\$1,875.00 plus tax, annually
Family Membership	<del>\$200.00</del> 201.61per month, plus tax	\$2,400.00 plus tax, annually
Weekday Membership	<del>\$131.25</del> \$132.85per month, plus tax	\$1,575.00 plus tax, annually
Public Rates with Cart		
Regular Rate	\$42.00 weekdays plus tax	\$47.00 Weekends & Holidays plus tax
Twilight 2:30pm-2:00 pm	\$33.00 plus tax	\$33.00 plus tax
Seniors 55+ (Weekdays Only)	\$32.00 plus tax	
Battle Card	\$32.00 plus tax, Weekdays	\$37.00 plus tax, Weekends & Holidays
Battle Card (Twilight 1:30)	<del>\$30.00</del> \$28.00 plus tax	
Senior Battle Card	\$37.00 plus tax, Weekends/\$27.00 plus tax, Weekdays	
9-hole	<del>\$29.00</del> 27.00 plus tax(with cart, tax included) <del>\$24.00</del> \$22.00 plus taxwalking	<del>\$34.00</del> (weekend, tax included)\$32.00 plus tax <del>\$29.00 walking</del> \$27.00 plus tax



## 7. FIRE DEPARTMENT FEES

### EMERGENCY MEDICAL SERVICES

Chargemaster Item	Rate
ALS Emergency Charge per mile	\$ 15.00
ALS Non-Emergency Charge per mile	\$ 15.00
ALS Supplies – Capnography	\$156.00
ALS Supplies – Defibrillation	\$231.00
ALS Supplies – EKG Pads	\$ 40.43
ALS Emergency-External Pacing	\$231.00
ALS Supplies – IO Infusion	\$288.48
ALS Supplies –IV Therapy	\$283.80
ALS Supplies – Needle Thoracotomy	\$ 31.40
ALS Supplies-Surgical Airway	\$314.75
ALS1 Emergency/Non-Emergency Base Rate	\$1,300.00
ALS2 Base Rate	\$1,400.00
Ambulance Wait Time (30 min.)	\$34.62
BLS Emergency/Non-Emergency Base Rate	\$1,100.00
BLS Emergency Charge Per Mile	\$15.00
BLS Non-Emergency Charge Per Mile	\$15.00
Drug Activated Charcoal	\$27.75
Drug – Adenosine	\$93.29
Drug – Albuterol	\$23.92
Drug – Amiodarone HCl	\$273.43
Drug – Aspirin Chewable	\$2.21
Drug – Atropine Sulfate	\$18.14
Drug – Calcium Chloride	\$28.57
Drug – Dextrose 50% (D50)	\$38.00
Drug – Dextrose D25	\$45.32
Drug – Diazepam	\$27.20
Drug-Diltiazem	\$49.16
Drug-Diphenhydramine	\$8.33
Drug-Dopamine	\$31.63
Drug-Epinephrine 1:10,000	\$2.65
Drug-Epinephrine 1:1,000	\$51.48
Drug-Etomidate	\$62.00
Drug-Fentanyl	\$40.80
Drug – Glucagon	\$236.00
Drug-Haloperidol	\$28.00
Drug-Hydralazine	\$5.20
Drug-Hydromorphone	\$50.00
Drug-Hydroxocobalamin	\$903.00
Drug – Ipratropium Bromide	\$5.00

Drug-Labetalol	\$40.00
Drug-Lidocaine Drip	\$41.93
Drug-Lidocaine HCl (2%)	\$34.54
Drug-Lorazepam	\$33.77
Drug – Magnesium Sulfate	\$24.01
Drug-Methylprednisolone	\$43.00
Drug-Midazolam	\$43.60
Drug –Morphine Sulfate	\$54.40
Drug-Norepinephrine	\$39.00
Drug-Nitroglycerin	\$7.57
Drug –Naloxone	\$18.47
Drug-Ondansetron	\$46.57
Drug-Oral Glucose	\$11.00
Drug-Phenylephrine 2%	\$5.74
Drug – Sodium Bicarbonate 50 CC	\$12.80
Extra Attend – 300+ lb. patient	\$44.00
Nu-/Quick Trake Surg Airway	\$330.00
Spinal Immobilization	\$202.95

### LIFE RIDE MEMBERSHIP FEES

Single Family Household Within City Limits	\$65.40 Annual Fee
Single Family Household Outside City Limits	\$90.00 Annual Fee
Apartment Unit	\$65.40 Annual Fee
Skilled/Unskilled Care Facilities Per Resident	\$65.40 Annual Fee

### FIRE RUNS FOR OUTSIDE CITY LIMITS

Fire Protection Services for residential and agricultural properties	\$700.00 per truck/per hour
Contracts for Fire Protection Services for non-residential/ non-agricultural properties	\$1,000.00 per truck/per hour

Note: minimum billing is one hour per truck; additional time shall be calculated to the nearest quarter hour after first hour.

## COPY AND SEARCH FEES

Copies of the Comprehensive Plan, Zoning Ordinance, Land Subdivision Code, Standard Construction Specifications and Development Policy Handbook	\$ Direct cost of copying
Copy Charge (8 1/2 x 14 or less)	\$0.25 per page
Copy Charge: Special Size Paper (larger than 8 1/2 x 14)	\$0.55 per page
Certified copy charge	\$1.00 per page
Paper larger than 11 x 17, microfilm, photographic paper or other specialty paper	Direct cost of reproduction
Any other media copy charge (such as flash or thumb drive, external hard drive, memory card, or other specialty media)	Direct cost of media reproduction
Audio/DVD/VCR/CD copy charge	\$10.00 per copy
Request solely for commercial purposes	direct cost of record search & copying
Request that disrupts the essential functions of the City	direct cost of record search & copying

The City Manager is authorized to waive any fee, or any portion of a fee, contained in this Manual of Fees if it is determined by the City Manager to be in the best interest of the City and within the authority granted by the Broken Arrow Code of Ordinances.

**RESOLUTION NO. 1133**

**A RESOLUTION APPROVING THE FISCAL YEAR 2019 MANUAL OF FEES, WHICH ESTABLISHES THE FEES AND COSTS CHARGED BY THE CITY OF BROKEN ARROW; AUTHORIZING PERIODIC ADJUSTMENT AND THE WAIVER OF FEES BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2018**

**WHEREAS**, the City Council of the City of Broken Arrow during the Fiscal Year 2019 budgeting process reviewed the fees charged for inspections, utility services, zoning and other services provided by the City; and

**WHEREAS**, presently, all fees regarding City services are located in the City's Manual of Fees; and

**WHEREAS**, the Manual of Fees, as set forth in Exhibit A attached hereto, maximizes transparency and provides a single reference source for citizens and those transacting business with the City; and

**WHEREAS**, the fees charged for City services are in need of adjustment to ensure the City will recover the costs and expenses associated with providing certain services; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW**, that the attached Manual of Fees for Fiscal Year 2018-2019, attached hereto as Exhibit A, is hereby approved.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Manager is authorized to adjust fees, as needed, to ensure the City will recover its expenses for services, and is hereby further authorized to waive fees if it is determined to be in the best interest of the City and within the authority granted by the Broken Arrow Code of Ordinances.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the effective date of the Manual of Fees is October 1, 2018.

**PASSED AND APPROVED** by the Broken Arrow City Council on this 18th day of September, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

REVIEWED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney



**BROKEN ARROW**

*Where opportunity lives*

# **CITY OF BROKEN ARROW MANUAL OF FEES**

**Effective:  
October 01, 2018**

# City of Broken Arrow Fees

## 1. DEVELOPMENT FEES

### ENGINEERING PLAN AND INFRASTRUCTURE INSPECTION FEES ENGINEERING DESIGN REVIEW FEES

Plan Design Review Fee – Initial Review*	\$2,000.00 for plan set 1-20 sheets \$3,000.00 for plan sets greater than 20 sheets
Plan Design Review Fee – 2 <sup>nd</sup> Submittal	No Charge
Plan Design Review Fee – 3 <sup>rd</sup> Submittal	Revised sheets 1 – 5 No charge Revised sheets greater than 5, \$50.00 per revised sheet
Plan Design Review Fee – 4 <sup>th</sup> submittal or more**	\$400.00 per Revised Sheet

\* Requires a pre-application meeting prior to initial submittal. Initial review fees are non-refundable.

\*\*Requires a meeting with Staff before the 4<sup>th</sup> submittal, then resubmittal

**No fee for conceptual plan submittal.**

### INFRASTRUCTURE BONDS

Public Improvement / Utility Bonds	100% performance and maintenance bonds only. Expiration date of bonds to be one (1) year from the date of on all improvements except sidewalk. Sidewalks require performance acceptance by the City.
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### INFRASTRUCTURE INSPECTION FEES

Infrastructure Inspection Fee; Special Conditions	\$300.00 (minimum) per 4-hour block for inspections that occur on holidays or more than 2 years after start of construction.
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### BUILDING PERMIT FEES

Plan Review and Application Fee (residential and commercial): \$100.00

Total Area	Permit Fees
Less than 200 square feet	\$ \$66.00
200 square feet to 499 square feet	\$ \$100.00
500 square feet to 999 square feet	\$ \$149.00
1,000 square feet to 1,499 square feet	\$ \$205.00
1,500 square feet to 1,999 square feet	\$ \$265.00
2,000 square feet to 2,499 square feet	\$ \$320.00



2,500 square feet to 2,999 square feet	\$497.00
3,000 square feet to 3,499 square feet	\$579.00
3,500 square feet to 3,999 square feet	\$662.00
4,000 square feet to 4,499 square feet	\$ \$717.00
4,500 square feet to 4,999 square feet	\$799.00
5,000 square feet or more = the square footage × \$45.00 × 0.33 × 0.01 plus \$105.00.	
*Multi – Story Building Calculated on Total Square Footage of All Floors.	
Parks & Recreation Fee (Collected with Building Permit)	For single family home = \$189.00+ \$53.00 per bedroom  For duplex houses = \$189.00 /structure \$53.00 per bedroom  For Multi-family home - \$315.00/structure + \$53.00 per bedroom
Room additions and remodels	\$3.47 × est. cost × .001 + \$45.00 or a \$53.00 minimum
Swimming pools and spas:	\$3.47 × est. cost × .001 + \$45.00
Storage buildings to follow above table	(based on sq. ft.)
Pod (commercial) 10 days prior & 10 days post const. (180 max.)	\$66.00
Pod (residential) 30 days max.	\$66.00
Storm shelters	\$63.00
Retaining wall (3' height or greater)	\$61.00
Fuel tanks (in-ground/above ground) installation or removal	\$2.61 per \$1,000 plus \$53.00
Canopy, patio covers, and decks	\$0.44 per square foot + \$53.00
Temporary buildings or tents	\$0.44 per square foot + \$53.00 not to exceed \$150.00
Mobile/manufactured homes	\$87.00
Job Trailers	\$87.00
Recreational Vehicles (3 days plus extension: 10 day max.)	\$66.00
Demolition permit (residential/commercial) structure	\$87.00
Automatic fire-extinguishing system/fire suppression system permit	\$66.00
Fire alarm system permit	\$66.00
Temporary certificate of occupancy	\$61.00
Reissuance of Certificate of Occupancy	\$26.00
Data Retention Fee	\$2.10 per permit
Work started without a permit	\$122.00

**Oklahoma Uniform Building Code Commission (OUBCC) fees in addition to the above: state \$4.00 and city \$0.50**

## **TRADE PERMITS FOR RESIDENTIAL CONSTRUCTION**

Square foot	1,000— 1,499	1,500— 1,999	2,000— 2,499	2,500— 2,999	3,000— 3,499	3,500— 3,999	4,000— 4,499	4,500 or greater
Trade↓								
Electric*	\$226.00	\$226.00	\$250.00	\$261.00	\$289.00	\$332.00	\$447.00	\$607.00
Mechanical*	\$100.00	\$100.00	\$174.00	\$174.00	\$250.00	\$250.00	\$324.00	\$324.00
Plumbing*	\$259.00	\$334.00	\$352.00	\$448.00	448.00	\$510.00	\$552.00	\$692.00
Gas Pipe	\$41.00	\$41.00	\$45.00	\$45.00	\$56.00	\$56.00	\$56.00	\$56.00
Gas Meter	\$27.00	\$27.00	\$27.30	\$27.00	\$27.30	\$27.00	\$27.00	\$27.00

\* Permit fee includes all required inspections

## **TRADE PERMITS (INCLUDES ONE INSPECTION)**

Backflow preventer (replacement or repair)	\$66.00
Irrigation Installation Permit	\$66.00
Trade permit (replacement or repair)	
Plumbing	\$66.00
Electrical	\$66.00
Mechanical	\$66.00
Building (not specified elsewhere)	\$66.00

## **ELECTRICAL INSPECTION FEES**

Electric Service per meter	\$27.00
Rough-in inspection	\$27.00
Circuits added to existing building or structures	\$27.00
Any motor not included in the schedule of devices	\$27.00
Luminous tube signs, border lights or outline lighting, per transformer	\$27.00
Elevators, in addition to fee for motors, each elevator	\$27.00
Rectifiers	\$27.00
Electrical work done in/on structures composed wholly/partially of canvas	\$27.00
Temporary power connections (saw poles, etc.)	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$83.00
Work started without a permit, plus cost of permit	\$122.00

### **PLUMBING INSPECTION FEES**

Gas meter	\$27.00
Gas piping per meter	\$27.00
Sewer connection to riser	\$27.00
Sewer tap	\$27.00
New water connection	\$27.00
Rough plumbing inspection	\$27.00
Top-out inspection	\$27.00
Backflow preventer	\$27.00
Control valve and head installation when required by inspection division	\$27.00
Final inspection	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Disapproved inspection fee	\$61.00
Underground Fire line piping inspection	\$27.00
Underground Fire line 150 lb. pressure test	\$27.00
Underground Fire line blocking inspection	\$27.00
Underground Fire line riser inspection	\$27.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

### **MECHANICAL INSPECTION FEES**

Gas meter	\$27.00
Gas piping, per meter	\$27.00
Heating	
Each appliance	\$27.00
Ducts, per system, per trip	\$27.00
Residential HVAC change-out of furnace, coil, and/or condenser	\$27.00
(first system inspection fee is included in permit fee)	
Temporary gas service for construction purposes	\$27.00
Air compressors and tanks, per receiver	\$27.00
Pressure vessels	\$27.00
Refrigeration unit, per unit	\$27.00
Hot and/or chilled water piping, per coil	\$27.00
Replacement of any major part of a mechanical system	\$27.00
Inspections call on work to be concealed, per trip	\$27.00
Final inspection	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$81.00
Work started without a permit, plus cost of permit	\$122.00

### **AUTOMATIC FIRE-EXTINGUISHING SYSTEM INSPECTION FEES**

Automatic fire-extinguishing system inspections	\$27.00
All work not covered elsewhere in this schedule	\$27.00
Fire suppression above ground	\$27.00
50% installation inspection	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

### **AUTOMATIC FIRE ALARM SYSTEM INSPECTION FEES**

All work not covered elsewhere in this schedule	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

### **FIRE AND LIFE SAFETY CODE INSPECTIONS FOR NEW CONSTRUCTION AND/OR RENOVATIONS REQUIRING A BUILDING PERMIT**

Inspections not covered elsewhere in this schedule	\$27.00
Final inspection	\$27.00
Disapproved inspection fee	\$61.00
Walk-thru inspection	\$82.00
Work started without a permit, plus cost of permit	\$122.00

### **SIGN PERMIT FEES**

Permanent ground sign - Height under 12 feet	\$110.00
Permanent ground sign - Height 12 feet to 20 feet	\$221.00
Permanent ground sign – Height 20 feet & higher	\$331.00
Accessory/Secondary Ground Sign	\$44.00
Wall sign – Principal Sign	\$82.00
Wall sign – Secondary/Additional wall signs	\$44.00
Awnings/Canopy sign	\$48.00
Construction sign	\$40.00
Copy Change, Remove & Rehang	\$56.00
Temporary/Banner/Inflatable/Mobile Ground sign	\$56.00
Work started without a permit, plus permit cost	\$122.00

### **MISCELLANEOUS PERMIT FEES**

Recreational fire	No Fee
Residential burn permits (less than 5 acres)	\$56.00
Burn permit (5 acres or greater) i.e., agricultural	\$56.00
Commercial burn permit	\$87.00
Commercial fireworks display	\$110.00
Residential Fireworks discharge	\$22.00
Parking lot (new, addition or renovation)	\$82.00
Curb cut/street cut	\$82.00
Liquefied petroleum gas equipment	\$40.00
Blasting permit, per day	\$44.00
Application for Temporary Use Permit	\$56.00
Generator Permit (Permanent Installation)	\$66.00
Grease Interceptor	\$66.00
Sanitary Sewer Tap: Residential/Commercial new tap on main line	<del>\$45.00</del> \$47.00

### **EASEMENTS, VACATIONS & RIGHTS-OF-WAYS**

Closure of Easement & Right-of-Way (Proposed Construction)	\$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (Existing Encroachment)	\$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (General)	\$1,000.00 (Non-Refundable)
Encroachment Agreement	\$500.00 (Non-Refundable)
Vacation of Plat	\$1,000.00 (Non-Refundable)
Notice of Easement or Right-of-Way Closing	\$6.00 per mailing label

### **ANNEXATION FEES**

Annexation or De-annexation	\$ \$525.00*
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper

### **COMPREHENSIVE PLAN FEES**

Comprehensive Plan Change or Amendment	\$ \$370.00
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### **ZONING APPLICATION FEES**

0.99 acres	\$125.00*
1-4.99 acres	\$175.00
5-19.99 acres	\$225.00*
20 or more acres	\$325.00*

\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### **SPECIFIC USE FEES**

Specific Use Permits	\$350.00*
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper

### **PLANNED UNIT DEVELOPMENT (PUD) APPLICATION FEES**

New Application	\$375.00*
Major Amendment	\$375.00*
Minor Amendment	\$325.00*

\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### **PLATTING/DEVELOPMENT FEES**

Preliminary Plat Application	\$175.00 + \$10.00 per lot
Conditional Final Plat Application	\$175.00 + \$10.00 per lot
Plat Filing/Release Fee	\$175.00 + \$10.00 per lot

### **SITE PLAN FEES/LANDSCAPE PLAN FEES**

0-4.99 acres	\$75.00 per submittal
5-19.99 acres	\$100.00 per submittal
20 acres or more	\$150.00 per submittal

### **BOARD OF ADJUSTMENT**

Board of Adjustment	\$ 350.00
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\*+ \$6.00 per mailed notice + publication cost billed by newspaper.

### **MISCELLANEOUS FEES**

Public Hearing Appeals	\$150.00
Lot Split	\$100.00
Lot Combination	\$100.00
Limit of No Access (LNA)	\$100.00
Zoning Verification Letter and Record's Request	\$75.00
Excess Capacity Fee (Final Plat)	\$700.00 per acre
Street signs	\$175.00 per sign
Honorary Street Sign – 6" sign	\$90.00
Honorary Street Sign – 9" sign	\$105.00
Special Assessment research and letters	\$50.00

## **ZONING CLEARANCE PERMIT**

Permit Application/Review Fee Penalty	\$100.00 (Non-Refundable)
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## **SMALL CELL WIRELESS FACILITY**

Small Cell Wireless Facility	\$350.00
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## **WATER METER TAP FEES**

Tap Size (In Inches)	Cost
¾"	\$700.00
1"	\$815.00
1½"	\$3,575.00
2"	\$5,277.00
3"	\$10,302.00
4"	\$12,752.00
6"	\$15,871.00
8" or larger	Reimbursement of the actual cost of materials and labor plus 10% to the City of Broken Arrow

## **NON-METERED TAPS**

Reimbursement of the actual cost of materials and labor to the City of Broken Arrow.

<i>Tap Type/Line Size</i>	<i>4" to 12"</i>	<i>greater than 12" to 24"</i>
Main line or fire line taps	\$2,400.00 Escrow	\$3,500.00 Escrow
Greater than 24"	Actual cost	Actual cost

## **STREET CROSSING FOR WATER METER INSIDE CITY**

Line Size	Permit Fees
¾"	\$407.00
1"	\$475.00
1 1/2" or larger	Reimbursement of the actual cost of materials and labor to the City of Broken Arrow
Rock crossings @ contractor's expense	Maximum crossing distance is 37 feet.

## 2. CEMETERY FEES

Grave Space for City of Broken Arrow Residents	\$1,653.00
Grave Space for non-residents	\$ 2,665.00
Grave Opening or closing	\$ 1,141.00
Opening for cremation interment at grave site	\$ 640.00
Disinterment,	\$ 2,131.00
Babyland grave space	\$ 107.00
Babyland grave opening or closing	\$ 107.00
Monument settings per square inch	\$.64
Overtime fee	\$533.00
Saturday service fee	\$533.00
Deed for transfer for tradition or cremation niche	\$26.00
<b>Single Occupancy Cremation Niches (includes opening/closing and engraving)</b>	
Center Columbarium, Bottom Row	\$1,247.00
Center Columbarium, Second Row Up	\$1,351.00
Center Columbarium, Third Row Up	\$1,455.00
Center Columbarium, Fourth Row Up	\$1,560.00
Center Columbarium, Fifth Row Up	\$1,664.00
Center Columbarium, Top Row	\$1,768.00
Wing or 48 Niche Columbarium, Bottom Row	\$ 1,247.00
Wing or 48 Niche Columbarium, Second Row Up	\$1,351.00
Wing or 48 Niche Columbarium, Third Row Up	\$1,560.00
Wing or 48 Niche Columbarium, Top Row	\$1,664.00
Memorial bench (Order item)	Retail price plus setting fee
Niche space for non-resident	\$260.00
Change a previously owned or occupied single niche to a double (includes additional opening/closing, additional engraving, and deed change) (May require urn charge)	\$ 312.00 ( plus cost of replacement front panel if required)
Purchase niche as a double (includes additional opening/closing, additional engraving) (Restricted urn size)	\$208.00
Columbarium disinterment or re-opening for other reason	\$104.00 each occurrence



### 3. CONTRACTOR REGISTRATIONS

Electrical Contractor Registration	\$166.00 plus escrow deposit of \$500.00	Birthday
Fire Suppression Contractor Registration	\$83.00 plus escrow deposit of \$250.00	Birthday
Fire Alarm Contractor Registration	\$83.00 plus escrow deposit of \$250.00	Birthday
General Contractor/Builder Registration	\$83.00 plus escrow deposit of \$250.00	Birthday
Irrigation Contractor Registration	\$166.00 plus escrow deposit of \$250.00	Birthday
Mechanical Contractor Registration	\$166.00 plus escrow deposit of \$500.00	Birthday
Oversized Load Company Annual Registration	\$104.00 plus \$12.00 per load	Specific date
Roofing Contractor Registration	\$166.00 plus escrow deposit of \$250.00	Birthday
Plumbing Contractor Registration	\$166.00 plus escrow deposit of \$500.00	Birthday
Sign Contractor Registration	\$166.00 plus escrow deposit of \$250.00	Birthday

### 4. LICENSE/REGISTRATION FEES (OTHERS)

License Type	Cost/year	Expiration
Ambulance Personnel (Transport Company)	\$29.00	April 30th
Ambulance Service (Transport Company)	\$173.00	April 30th
Animal Adoption Fee	\$63.00	
Animal License Altered	\$7.00 per year \$21.00 (3 years)	Sept. 30th
Animal License Unaltered	\$18.00 \$54.00 (3 years)	Sept. 30th
Animal Hobbyist Permit	\$58.00	Sept. 30th
Certificate of Compliance	\$27.00	
Curbside Recycle (Business License)	\$12.00	one year
Dangerous Dog	\$29.00 \$87.00 (3 years)	Sept. 30th
Exotic Animal	\$116.00	Specific dates
Food License Establishment	Per County	June 30th
Food License Vehicle	Per County	June 30th
Gated Community	\$23.00	Dec. 31st
House Movers	\$116.00	Sept. 30th
Intrusion Alarm Permit	\$27.00/new \$12.00/renewal \$55.00/5 year renewal	Sept. 30th
Itinerant Merchant: See Vendor		
Limousine Driver	\$12.00 per person	April 30th
Limousine Service	\$29.00 per vehicle	April 30th

Massage Establishment Application/Renewal Fee	\$116.00	April 30th
Massage Technician, Therapist and Student Application/Renewal Fee	\$53.00	April 30th
Massage Outcall Service Application/Renewal Fee	\$53.00	April 30th
Mobile Food Vendor: See Vendor		
Medical Marijuana-Dispensary	\$2,500.00	Sept 30th
Medical Marijuana- Grower	\$2,500.00	Sept 30th
Medical Marijuana- Processor	\$2,500.00	Sept 30th
Motor Vehicle Escort Guide	\$29.00 per vehicle	April 30th
Occupation Fee/Hotel Beverage License	\$1,005.00	one year
Occupation Fee/Hotel Beverage License Renewal	\$905.00	one year
Occupation Fee/Caterer License	\$1,005.00	one year
Occupation Fee/Caterer Renewal	\$905.00	one year
Occupation Fee/Brewer License	\$ 125.00	one year
Occupation Fee/Brewer Renewal	\$125.00	one year
Occupation Fee/Distiller License	\$3,125.00	one year
Occupation Fee/Mixed Beverage	\$1,005.00	April 30th
Occupation Fee/Mixed Beverage Renewal	\$905.00	April 30 <sup>th</sup>
Occupation Fee/Mixed Beverage-Caterer combo license	\$1,250.00	one year
Occupation Fee/Rectifier (blended alcohol)	\$3,125.00	one year
Occupation Fee/Special Event Beer/Liquor	\$55.00	Specific dates
Occupation Fee/Wholesaler (spirits, wine)	\$3,000.00	one year
Occupation Fee/Winemaker (out of state applicant)	\$625.00	one year
Occupation Fee/Oklahoma winemaker	\$75.00	one year
Occupation Fee/On premises Beer and Wine License	\$500.00	one year
Occupation Fee/On premises Beer and Wine License Renewal	\$450.00	one year
Occupation Fee/Brewpub	\$1,005.00	one year
Occupation Fee/Brewpub Self Distribution	\$750.00	one year
Occupation Fee/Retail Beer	\$500.00	one year
Occupation Fee/Retail Wine	\$1,000.00	one year
Occupation Fee/Retail Spirits	\$905.00	one year
Occupation Fee/Beer Distributor	\$750.00	one year
Pawn Broker	\$58.00	April 30th
Peddler/Solicitors License	\$41.00 per company plus \$5.00 per card	up to 60 days/180days maximum
Public Dance Establishment	\$231.00	one year
Recreation Center for Adults	\$231.00	one year
Recreation Center for Family	\$231.00	one year

Sexually Oriented Business License Application, Application Renewal and Investigation Fee	\$1,155.00	one year
Sexually Oriented Business Annual License Fee	\$525.00	one year
Sexually Oriented Business Employee Application and Renewal Fee	\$158.00	one year
Shooting Range	\$58.00	one year
Trash Service (Refuse)	\$231.00	April 30th
Taxi Cab	\$29.00/vehicle	April 30th
Taxi Cab Driver	\$12.00/person	April 30th
Vendor – Mobile	\$30.00	Per year
Vendor - Push Cart	\$30.00	Per year
Vendor – Stationary	\$30.00	180 days max per year
Vendor - Stationary Merchant	\$50.00 vendor lic.\$128.00	Per year

## 5. UTILITY CHARGES WATER SERVICE INITIATION FEE CHARGE

<i>Initiation Fee</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Single Family	\$30.00	\$45.00
Multifamily/Commercial/Office/Light Industrial	\$30.00	\$45.00

## APPLICATION FOR SERVICE DEPOSIT CHARGE

<i>Tap Type</i>	<i>Inside City Limits</i>	<i>Outside City Limit</i>
Single Family	\$100.00	\$125.00
Multifamily/Commercial/Office/Light Industrial	\$100.00	\$100.00
Heavy Industrial/Park/Cemetery/Golf Course	\$225.00	\$350.00
<i>Deposits may be increased or decreased at the discretion of the City Manager or his designee. Normal deposits will be 2 months est. billing during maximum service</i>		

## WATER SERVICE TRANSFER CHARGE

<i>Transfer Type</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Location Transfer	\$30.00	\$45.00
Ownership Transfer	\$10.00	\$25.00

### **TEMPORARY/CONSTRUCTION METERS SERVICE CHARGES**

<i>Service</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Meter Deposit	\$1,200.00	\$1,200.00
Installation and removal	\$30.00	\$30.00
Daily Rental	\$5.00	\$5.00

**Note: Only City-issued construction meters are authorized to be connected to a City fire hydrant.**

### **METER TESTING CHARGES**

<i>Meter Size (in inches)</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
3/4"	\$50.00	\$65.00
1	\$50.00	\$65.00
over 1"	Reimbursement of the actual cost to the City of Broken Arrow for materials and labor.	

### **CHARGES ASSOCIATED WITH DISCONTINUATION OF SERVICE**

<i>Type of Charge</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Returned Check /Insufficient funds	\$30.00	\$30.00
Disconnect turn on charge	\$75.00	\$100.00
Water meter replacement	Cost of Labor and Materials	Cost of Labor and Materials
Replacement of water meter box	\$150.00	\$165.00
Broken Lock	\$40.00	\$55.00
Broken Loops/Stop	\$150.00	\$165.00
Meter Pull	\$60.00	\$75.00
AMR Register	\$210.00	\$225.00
AMR Antenna	\$30.00	\$45.00
Water Line Tampering	\$100.00	\$115.00
Charges associated with replacement of water meter vaults	Cost of Labor, Materials, and equipment	Cost of Labor and Materials
<i>* service performed after normal working hours, add \$75.00</i>		

### **REREAD AND LEAK TEST CHARGES**

<i>Type of Charge</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Leak test and reread charge	\$60.00	\$60.00

## **WATER RATES**

<i>Water Meter Size</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
3/4 inch or less in size	\$8.87	\$9.82
1 inch	\$ 9.76	\$10.87
1 1/2 inch	\$13.09	\$14.56
2 inch	\$18.68	\$ 20.68
3 inch	\$42.73	\$47.48
4 inch	\$ 70.16	\$78.60
6 inch	\$82.29	\$86.51
8 inch	\$116.05	\$122.38
10 or more inches	\$156.14	\$164.58
Volume water charges per 1,000 gallons	Inside City Limits	Outside City Limits
Residential	\$4.88	\$5.68
Commercial	\$4.88	\$5.68
Parks/Cemeteries/Golf Courses	\$6.73	None

## **SPECIAL CONTRACT WATER RATES**

Base Charge for meter used during limited term	\$105.50 per month
Default Charge Per 1,000 gallons or fraction thereof	\$5.55
Customer takes less than 50% during peak months	\$5.09
Customer takes 50% or more during peak months	\$5.79
Emergency Service with no contract	\$6.94
<i>Peak Months: June, July, August, September</i>	<i>rates are Per 1,000 gallons or fraction thereof</i>

## **STORMWATER FEES**

Stormwater Monthly Drainage System Service Charge	\$ 6.86 for each equivalent service unit assigned to a lot, tract or parcel of real estate
Fee-in-Lieu of Detention Rate	\$0.40 per square foot of increased impervious area added to the property
Stormwater Development Fee	\$26.00
Floodplain Development Fee	\$100.00
Earth Change Fee	\$ 53.00

### **STREETLIGHT FEE**

Streetlight Fee	\$1.50
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### **SANITARY SEWER RATES**

<i>Water Meter Size</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
3/4 inch or less in size	\$8.78	\$9.47
1 inch	\$9.69	\$10.49
1 1/2 inch	\$12.95	\$14.02
2 inch	\$17.65	\$19.91
3 inch	\$42.27	\$46.01
4 inch	\$69.55	\$75.44
6 inch	\$81.32	\$83.46
8 inch	\$114.49	\$117.70
10 or more inches	\$154.08	\$158.36
Volume charges per 1,000 gallons Residential		
Commercial Contract		
Residential	\$3.52	\$4.18
Commercial	\$3.86	\$4.39
Contract	\$4.02	None

### **FLAT SERVICE SANITARY SEWER FEES** **FOR CUSTOMERS THAT DON'T RECEIVE CITY WATER**

Physical Connection to sanitary sewer	\$45.00
Flat Service Charge*	\$41.20 inside city limits \$46.55 outside city limits

\* Applies to residential customers only. Outside City service and volume charges will apply to non-residential customers.

### **INDUSTRIAL PRETREATMENT CHARGES AND FEES**

<i>Type of Charge</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Permit Application Fee	\$400.00	\$600.00
Biannual Permit Renewal	\$400.00	\$600.00
Monitoring, Inspecting, Surveillance*	\$50.00	\$50.00

Appeal Processing Fee (per appeal)	\$50.00	\$50.00
Biochemical Oxygen Demand (BOD) Surcharge (per pound)	\$0.50	\$0.59
Total Suspended Solids (TSS) Surcharge (per pound)	\$0.16	\$0.19
Oil and Grease Surcharge (per pound)	\$0.16	\$0.19
Hauled septic/industrial waste	\$65.00 per 1,000 gallons	\$65.00 per 1,000 gallons
*this fee is in addition to direct charges for testing by independent laboratories if required		

### **SANITATION FEES**

Standard Residential Monthly Fee	\$15.50
Outside City limit fee, in addition to standard monthly fee	no fee
Each bag of yard waste in excess of 10	\$1.25 per bag
Yard Waste bags larger than 30 gallons	charged as 2 bags
Mattress and/or Spring Sets	\$15.00
Hot Water Heaters	\$10.00
Major Appliances	\$15.00
Disassembled Swing Sets	\$10.00
Each item of Furniture	\$12.00
Loose Brush Pick Ups Per cubic yard	\$7.00
Bulk pickup per load, up to 5 cubic yards	\$36.00
Bulk pickup per load, 6 to 15 cubic yards	\$75.00

## **6. PARKS AND RECREATION FEES**

### **CITY FACILITIES RENTALS**

<b><i>Central Park Community Center-1500 S. Main Street</i></b>	<b><i>Resident Fee</i></b>	<b><i>Non-Resident Fee</i></b>
Meeting Room w/o Kitchen	\$35.00/hr.	\$45.00/hr.
Kitchen Flat Fee	\$50 flat fee	\$60.00 flat fee
Art Room	\$25.00/hr.	\$30.00/hr.
Gym #1	\$45.00/hr.	\$60.00/hr.
Gym #2	\$40.00/hr.	\$55.00/hr.
Gym #3	\$40.00/hr.	\$55.00/hr.
Flooring for Gyms	\$150.00/event/gym	\$200.00/event/gym
Cleanup Deposit	\$125.00	\$125.00
<b><i>Nienhuis Park Community Center – 3201 N. 9<sup>th</sup> Street</i></b>		

Meeting Room w/Kitchenette	\$35.00/hr.	\$45.00/hr.
Gym #1	\$40.00/hr.	\$55.00/hr.
Gym #2	\$40.00/hr.	\$55.00/hr.
Flooring for Gyms	\$150.00/event/gym	\$200.00/event/gym
Cleanup Deposit	\$125.00	\$125.00
<b>Rose District Pavilion Rental</b>	<i>Resident/Non-Profits</i>	<i>Non Residents</i>
Monday-Sunday	\$40.00/hr.	\$60.00/hr.
Clean-up Deposit	\$250.00	\$250.00
<b>Ray Harral Nature Center</b>	<b>Resident Fee</b>	<b>Non-resident Fee</b>
Meeting Room	\$25.00/hr.	\$30.00/hr.
<b>Camino Villa –Park Building</b>		
Meeting Room	\$30.00/hr.	\$35.00/hr.
Clean up Deposit	\$200.00	\$200.00

**\*\$1 million General Liability Insurance Policy may be required depending on activity/event at facility.**

**\*Fees for the Broken Arrow Community Playhouse, the Main Place, the Broken Arrow Museum and the Broken Arrow Military History Center are set by the organizations who lease these facilities.**

### **SPECIAL EVENT FEES**

Rose District Farmers Market Vendor	\$20.00 application fee
Road Closure	\$25.00/hr. per employee (2hr min.)
Police Officer ***	\$50.00/hr. per Officer (2 hr. min.)
Building Maintenance (Setup/Event/Teardown)	\$25.00/hr. per employee
Fire/Emergency Services***	\$50.00/hr. per employee
Special Event Beer/Liquor Permit*	\$55.00
Event Merchant/Vendor	\$120.00 per event
Tent or temporary structure	\$150.00
Pole Banner installation (Rose District)	\$100.00 per block (up to 8 banners)
Mobile Stage (Public Park use only)	\$500.00
Health Department Permit*	Per County
Facility Rental	See section related to facility rentals**

**\*Other permits or licenses may be required depending on regulations from the State or respective County.**

**\*\*Deposits may be required**

**\*\*\*Hourly rate listed is budgetary – time will be billed as an actual expense.**



### **CITY SWIMMING POOL FEES**

<i>Pools</i>	<i>Daily Fees:</i>	<i>Daily Fees:</i>	<i>Private Rental:</i>	<i>Private Rental:</i>
	<i>Under 3 free Under 48" 55+</i>	<i>Over 48"</i>	<i>Resident</i>	<i>Non-Resident</i>
Family Aquatic Center-1400 S. Main Street	\$5.00	\$6.00	\$250.00 /hr.	\$350.00 /hr.
Nienhuis Park Aquatic Facility-3201 N. 9th	\$5.00	\$6.00	\$250.00 /hr.	\$350.00 /hr.
Country Aire Pool-100 N Fir Ave	\$4.00	\$5.00	\$150.00 /hr.	\$200.00 /hr.
Pool Punch Cards for Residents Only	10 visits \$40.00			
Note: 2 hour minimum on private pool party reservations				

### **SHELTERS**

<i>Park Shelters Reservations</i>	<i>Resident</i>	<i>Non-Resident</i>
Jackson, Haskell, Sieling, Events Park, Leisure Park Country Aire, Nienhuis and Central	\$15.00/hr.	\$25.00/hr.
Reserve shelters twice a day only. Will have 30 minutes between rentals.		

### **BATTLE CREEK GOLF COURSE FEES**

Individual Membership	\$160.25per month, plus tax	\$1,875.00 plus tax, annually
Family Membership	201.61per month, plus tax	\$2,400.00 plus tax, annually
Weekday Membership	\$132.85per month, plus tax	\$1,575.00 plus tax, annually
<b><i>Public Rates with Cart</i></b>		
Regular Rate	\$42.00 weekdays plus tax	\$47.00 Weekends & Holidays plus tax
Twilight 2:30pm-2:00 pm	\$33.00 plus tax	\$33.00 plus tax
Seniors 55+ (Weekdays Only)	\$32.00 plus tax	
Battle Card	\$32.00 plus tax, Weekdays	\$37.00 plus tax, Weekends & Holidays
Battle Card (Twilight 1:30)	\$28.00 plus tax	
Senior Battle Card	\$37.00 plus tax, Weekends/\$27.00 plus tax, Weekdays	
9-hole	\$27.00 plus tax(with cart) \$22.00 plus tax walking	<del>\$34.00</del> (weekend, tax included) \$32.00 plus tax <del>\$29.00 walking</del> \$27.00 plus tax

## **7. FIRE DEPARTMENT FEES**

### **EMERGENCY MEDICAL SERVICES**

<b><i>Chargemaster Item</i></b>	<b><i>Rate</i></b>
ALS Emergency Charge per mile	\$ 15.00
ALS Non-Emergency Charge per mile	\$ 15.00
ALS Supplies – Capnography	\$156.00
ALS Supplies – Defibrillation	\$231.00
ALS Supplies – EKG Pads	\$ 40.43
ALS Emergency-External Pacing	\$231.00
ALS Supplies – IO Infusion	\$288.48
ALS Supplies –IV Therapy	\$283.80
ALS Supplies – Needle Thoracotomy	\$ 31.40
ALS Supplies-Surgical Airway	\$314.75
ALS1 Emergency/Non-Emergency Base Rate	\$1,300.00
ALS2 Base Rate	\$1,400.00
Ambulance Wait Time (30 min.)	\$34.62
BLS Emergency/Non-Emergency Base Rate	\$1,100.00
BLS Emergency Charge Per Mile	\$15.00
BLS Non-Emergency Charge Per Mile	\$15.00
Drug Activated Charcoal	\$27.75
Drug – Adenosine	\$93.29
Drug – Albuterol	\$23.92
Drug – Amiodarone HCl	\$273.43
Drug – Aspirin Chewable	\$2.21
Drug – Atropine Sulfate	\$18.14
Drug – Calcium Chloride	\$28.57
Drug – Dextrose 50% (D50)	\$38.00
Drug – Dextrose D25	\$45.32
Drug – Diazepam	\$27.20
Drug-Diltiazem	\$49.16
Drug-Diphenhydramine	\$8.33
Drug-Dopamine	\$31.63
Drug-Epinephrine 1:10,000	\$2.65
Drug-Epinephrine 1:1,000	\$51.48
Drug-Etomidate	\$62.00
Drug-Fentanyl	\$40.80
Drug – Glucagon	\$236.00
Drug-Haloperidol	\$28.00
Drug-Hydralazine	\$5.20

Drug-Hydromorphone	\$50.00
Drug-Hydroxocobalamin	\$903.00
Drug – Ipratropium Bromide	\$5.00
Drug-Labetalol	\$40.00
Drug-Lidocaine Drip	\$41.93
Drug-Lidocaine HCl (2%)	\$34.54
Drug-Lorazepam	\$33.77
Drug – Magnesium Sulfate	\$24.01
Drug-Methylprednisolone	\$43.00
Drug-Midazolam	\$43.60
Drug –Morphine Sulfate	\$54.40
Drug-Norepinephrine	\$39.00
Drug-Nitroglycerin	\$7.57
Drug –Naloxone	\$18.47
Drug-Ondansetron	\$46.57
Drug-Oral Glucose	\$11.00
Drug-Phenylephrine 2%	\$5.74
Drug – Sodium Bicarbonate 50 CC	\$12.80
Extra Attend – 300+ lb. patient	\$44.00
Nu-/Quick Trake Surg Airway	\$330.00
Spinal Immobilization	\$202.95

### **LIFE RIDE MEMBERSHIP FEES**

Single Family Household Within City Limits	\$65.40 Annual Fee
Single Family Household Outside City Limits	\$90.00 Annual Fee
Apartment Unit	\$65.40 Annual Fee
Skilled/Unskilled Care Facilities Per Resident	\$65.40 Annual Fee

### **+FIRE RUNS FOR OUTSIDE CITY LIMITS**

Fire Protection Services for residential and agricultural properties	\$700.00 per truck/per hour
Contracts for Fire Protection Services for non-residential/ non-agricultural properties	\$1,000.00 per truck/per hour

**Note: minimum billing is one hour per truck; additional time shall be calculated to the nearest quarter hour after first hour.**

## **COPY AND SEARCH FEES**

Copies of the Comprehensive Plan, Zoning Ordinance, Land Subdivision Code, Standard Construction Specifications and Development Policy Handbook	\$ Direct cost of copying
Copy Charge (8 1/2 x 14 or less)	\$0.25 per page
Copy Charge: Special Size Paper (larger than 8 1/2 x 14)	\$0.55 per page
Certified copy charge	\$1.00 per page
Paper larger than 11 x 17, microfilm, photographic paper or other specialty paper	Direct cost of reproduction
Any other media copy charge (such as flash or thumb drive, external hard drive, memory card, or other specialty media)	Direct cost of media reproduction
Audio/DVD/VCR/CD copy charge	\$10.00 per copy
Request solely for commercial purposes	direct cost of record search & copying
Request that disrupts the essential functions of the City	direct cost of record search & copying

**The City Manager is authorized to waive any fee, or any portion of a fee, contained in this Manual of Fees if it is determined by the City Manager to be in the best interest of the City and within the authority granted by the Broken Arrow Code of Ordinances.**



# City of Broken Arrow

## Request for Action

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**File #:** 18-1064, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09/4/2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute a Service Agreement for Disaster Recovery Services between the Institute for Building Technology and Safety (IBTS) and the City of Broken Arrow, Oklahoma and an Agreement with the Oklahoma Municipal League for Disaster Recovery Services as a membership benefit

**Background:**

The Oklahoma Municipal Services Corporation (OMSC) and the Institute for Building Technology and Safety (IBTS), a 501(c)(3) nonprofit organization, have entered into an agreement that offers Oklahoma Municipal League (OML) members access to pre-event contracts ahead of disaster for recovery services.

Under the proposed agreement, OML members have access to sub-recipient agreements, disaster planning and plan activation, initial disaster response, post disaster phase, recovery administration, active recovery, grant closeout, resilience planning, and other associated shared services.

The City of Broken Arrow, as an OML member, can sign a pre-disaster contract with IBTS, which is only implemented upon action if it faces an emergency or would like to use IBTS for disaster preparedness planning and mitigation programs. The City would only be responsible for services contracted and not a retainer fee.

Having access to said services would definitely be helpful the City and our Emergency Management Operations during man-made or natural disaster situation. Should the City enter into this agreement, Broken Arrow would be the first city in Oklahoma and the United States to sign the pre-event contract.

**Cost:** \$0

**Funding Source:** N/A

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

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

**Attachments:** Service Agreement for Disaster Recovery Services with Institute for Building Technology and Safety (IBTS)  
Agreement with OML for Disaster Recovery Services  
IBTS Information Guide

**Recommendation:**

Approve and authorize execution of a Service Agreement for Disaster Recovery Services between the Institute for Building Technology and Safety (IBTS) and the City of Broken Arrow, Oklahoma and an Agreement with the Oklahoma Municipal League for Disaster Recovery Services as a membership benefit

# **SERVICE AGREEMENT FOR DISASTER RECOVERY SERVICES**

## **BETWEEN**

### **INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY**

## **AND**

### **CITY OF BROKEN ARROW, OKLAHOMA**

On this 5th day of September, 2018, the City of Broken Arrow, herein after referred to as "Jurisdiction", located at 220 S. First Street, Broken Arrow, OK 74012 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

## **WITNESSETH**

WHEREAS, the Oklahoma Municipal Services Corporation ("OMSC"), along with IBTS has made available to Jurisdiction disaster recovery services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, Jurisdiction desires to participate in the national services offered by IBTS.

NOW THEREFORE, in consideration of the above, IBTS and Jurisdiction hereby enter into this Service Agreement and agree as follows:

## **1.0 DEFINITIONS**

"Service Agreement" refers to this Service Agreement for Disaster Recovery Services entered into by Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction.

"Services" refers to IBTS provided disaster planning, plan activation, response phase, post disaster response, recovery administration, active recovery, grant closeout, resilience planning, subrecipient agreements, and other associated services as selected by the Jurisdiction.

## **2.0 CUSTOMER SERVICE**

Should an issue arise for any Jurisdiction pertaining to the delivery of Services by IBTS, the Jurisdiction should notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

## **3.0 SERVICE SELECTION**

The full scopes of the disaster recovery Services offered by IBTS are listed as attachments to this Service Agreement. The Jurisdiction hereby selects to implement the disaster recovery Services identified below by initialing beside each Service it desires to use.

\_\_\_\_\_: Disaster Planning Services & Fees, Attachment A

\_\_\_\_\_: Plan Activation Services & Fees, Attachment B

\_\_\_\_\_: Response Phase Services & Fees, Attachment C

\_\_\_\_\_: Post Disaster Response Services & Fees, Attachment D

\_\_\_\_\_: Recovery Administration Services & Fees, Attachment E

\_\_\_\_\_: Active Recovery Services & Fees, Attachment F

\_\_\_\_\_: Grant Closeout Services & Fees, Attachment G

\_\_\_\_\_: Resilience Planning Services and Fees, Attachment H

\_\_\_\_\_: Subrecipients Services and Fees, Attachment I

#### **4.0 CHANGES AND ADDITIONAL SERVICES**

Jurisdiction may request additional Services at any time by making a written request for a modification to this Service Agreement. If any such change causes an increase in the cost of or in the time required for performance of this Service Agreement, such change will be included in the amendment.

#### **5.0 USE OF REGISTERED TRADEMARKS**

IBTS and Jurisdiction give mutual permission to each other to utilize each other's registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

#### **6.0 FEE COLLECTION:**

IBTS or the jurisdiction may collect the fees for all services as described in the attachments to this agreement.

#### **6.1 PAYMENT TERMS AND PROCESS**

IBTS shall submit monthly statements for all Services rendered.



Invoices will be mailed to: City of Broken Arrow  
ATTN: Accounts Payable  
P.O. Box 610  
Broken Arrow, OK 74103

Or by email to [acctpay@brokenarrowok.gov](mailto:acctpay@brokenarrowok.gov)

Invoices shall be submitted on or after the first day of the month subsequent to the month in which the Services being invoiced for were performed, subject to the other provisions of this Section. Jurisdiction will pay IBTS net 30 days after it has received proper invoices submitted by IBTS.

#### **7.0 TERM OF AGREEMENT**

This initial one-year Service Agreement term shall begin on the date first written above. After the initial term, the Service Agreement and all subsequent amendments may renew and be extended upon mutual agreement of the parties hereto. During the term of the Service Agreement, the Jurisdiction agrees to use IBTS as its exclusive provider of the Services selected. Prior to the start of any renewal, the rate of compensation and the handling fees will be negotiated as appropriate.

#### **8.0 TAXES**

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for its Services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

#### **9.0 JURISDICTION-FURNISHED RESOURCES**

Jurisdiction shall appoint a Program Manager to coordinate the Services under this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

#### **10.0 IBTS-FURNISHED RESOURCES**

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

#### **11.0 TERMINATION FOR CAUSE**

The Jurisdiction may terminate this Service Agreement for cause if IBTS fails to comply with the terms and/or conditions of this Service Agreement, provided that the Jurisdiction shall give IBTS written notice specifying IBTS's alleged failure and be given the opportunity to cure such failure within thirty (30) days. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

## **12.0 INDEMNIFICATION**

IBTS hereby agrees to indemnify and hold harmless the Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees, to the extent caused by any negligent act or omission of IBTS in the performance and/or failure to perform within this Service Agreement, including the negligent acts or omission of any subcontractor or any employees of IBTS or its subcontractors.

## **13.0 DISPUTE RESOLUTION**

Any dispute arising under this Service Agreement which is not settled by agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Service Agreement, IBTS shall proceed to diligently perform the Services under this Service Agreement.

## **14.0 ASSIGNMENT**

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to the Jurisdiction and obtaining written consent of the Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

## **15.0 AGREEMENT MODIFICATION**

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

## **16.0 CONFIDENTIALITY**

The Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. The Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. The Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in the Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, the Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for the Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

## **17.0 SUBCONTRACTORS**

IBTS may use consultants or staff provided by a Subcontractor. In such case, IBTS will be fully responsible for the work completed by the consultant and staff provided by a Subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to the Jurisdiction for any breach in the performance of IBTS's duties.

## **18.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

## **19.0 INSURANCE**

- a. IBTS Insurance. IBTS shall submit evidence of insurance to the Jurisdiction and will add the Jurisdiction as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- b. Worker's Compensation Insurance. IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- c. Commercial General Liability Insurance. IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Jurisdiction and any subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone directly or indirectly employed by either of them. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.
- d. Automobile Insurance. IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

## 20.0 NOTICES

All contractual notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**  
Attn: Jonas Manalansan, Contracts Administrator  
45207 Research Place  
Ashburn, VA 20147  
[jmanalansan@ibts.org](mailto:jmanalansan@ibts.org)

**City of Broken Arrow**  
Attn:  
220 S. First Street  
Broken Arrow, OK 74012

All technical notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**  
Attn: Steve Traina, Program Director  
45207 Research Place  
Ashburn, VA 20147  
[straina@ibts.org](mailto:straina@ibts.org)

**City of Broken Arrow**  
Attn:  
220 S. First Street  
Broken Arrow, OK 74012

## 21.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

## 22.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments. Secondary priority shall be given to the provisions of the IBTS Scope of Services and its amendments.

## 23.0 GOVERNING LAW

This Service Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any conflicts of laws principles. Any lawsuits arising out of this Service Agreement shall be filed in the appropriate State Court of competent jurisdiction located in Tulsa County, Oklahoma.

## 24.0 COMPLETE AGREEMENT

This Service Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Service Agreement and supersedes all prior discussions, communications and understandings in respect to the subject of this Service Agreement, whether written or oral.

## 25.0 INCORPORATION OF ATTACHMENTS

Attachments selected by the Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the date first written above.

<b>Institute for Building Technology and Safety</b>	<b>City of Broken Arrow, OK</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:

  
ASSISTANT CITY ATTORNEY

## **ATTACHMENT A – DISASTER PLANNING SERVICES**

### **1.1 ENGAGE PROFESSIONALS SERVICES**

IBTS professionals will assist in securing the services of qualified professionals who are key to an entitlement community's success. We have the ability to identify the proper professionals and vendors to perform the recovery efforts in advance of the disaster. We understand the importance for communities to draw on the ability and experience of professionals with the expertise to operate effectively. Our qualified staff will perform their due diligence in securing program administration by checking references, publishing RFQ's and following up with RFP's. We will ensure that all services are competitively procured as per HUD regulations and regional guidelines and requirements. We recognize that the primary role as Program Administrator is the coordination and management of emergency services as well as the acknowledgment that government at all levels cannot manage disasters alone.

### **1.2 FUNDING OPTIONS SERVICES**

After review of the Needs Assessment, IBTS will assist in determining which funds are best suited to fit the needs of the community. IBTS understands that the Disaster Relief Fund (DRF) is the main account used to fund a wide variety of programs that provide grants and other support to assist state and local governments. Of the three major categories of disaster aid available, IBTS will determine what combination of (PA), Individual Assistance (IA), and Hazard Mitigation is required.

### **1.3 REVISE EXISTING POLICIES SERVICES**

By emphasizing planning, partnerships, and capabilities development that improve preparedness and resilience, IBTS is able to mitigate the effects and costs of natural disasters. Understanding that policy revisions require action at all levels, IBTS will build partnerships and cooperation between the public and private sectors. Due to variabilities in laws and regulations, policies need to be reviewed annually and after every emergency or disaster. By utilizing virtual or tabletop exercises, IBTS will renew policies every time an emergency occurs.

### **1.4 STAFFING EVALUATIONS SERVICES**

As Program Administrator, IBTS will identify and designate staff to adequately administer the CDBG-DR grant. By deploying professional seminars, specialized in-house educational programs, and applying the use of experienced consultants and vendors, IBTS will incorporate tailored study programs that fit the needs of your organization. IBTS will deliver the training that is necessary to assist professional restorers and recovery contractors in maintaining compliance with general FEMA/HUD operations. Our processes will define the titles and functions of each team member involved in the disaster recovery process. IBTS understands that in a small community or organization, the entire staff may become the Disaster Recovery Team and will properly evaluate, and train current staff so that they may act quickly and effectively when needed.

## 1.5 DETERMINE RECOVERY STRATEGY SERVICES

Key elements of a successful Recovery Strategy include recognizing the importance of pre-disaster preparedness, mitigation and recovery capacity building. IBTS's will draft a Recovery Strategy that utilizes a timely decision making process to significantly reduce recovery time and cost. An important aspect of the process is that the impacted community assumes the lead role in developing recovery priorities and activities that are realistic, well-planned and clearly communicated. The approach will include the adoption of a recovery strategy that begins with pre-disaster preparedness and a wide range of planning activities. It will be tailored around the community's needs, and will concentrate on the available funding options with a clear post-recovery goal. The recovery strategy will clearly define the roles and responsibilities for stakeholders in the recovery process, both pre- and post-disaster. It will recognize that recovery is a continuum and that there are opportunities within recovery. IBTS will ensure that the national objectives are recognized and achieved. IBTS understands that when disaster occurs, it impacts some segments of the population more than others and that the recovery strategy must incorporate these nuances. The efforts of IBTS Recovery Strategy will result in a resilient community with an improved ability to withstand, respond to and recover from disasters.

## 1.6 DISASTER PLANNING FEES

Service	Hourly Rates			
	Executive	Manager	SME	Admin
Engage Professionals	\$285	\$190	\$130	\$65
Funding Options (Teaming Partner-Ernst & young)	\$325	\$265	\$210	\$85
Revise Existing Policies	\$285	\$190	\$130	\$65
Staffing Evaluation	\$285	\$190	\$130	\$65
Determine Recovery Strategy	\$285	\$190	\$130	\$65

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.

## **ATTACHMENT B – PLAN ACTIVATION SERVICES**

### **1.1 COMMUNICATION COORDINATION PROGRAM SERVICES**

As part of the Disaster Recovery Strategy, IBTS will develop and incorporate a reliable and accessible communication plan and an information system that will be utilized during and immediately after a disaster. These communication protocols will connect affected people, families, and communities with first responders and support systems. Concerned family members will be informed which is key to a community's resilience.

### **1.2 EMERGENCY MANAGEMENT SERVICES**

The IBTS approach to Emergency Management Services establishes organizational readiness to minimize the adverse impact of the extreme events that effect a community directly following a disaster. The IBTS method of preparedness includes adopting pre-impact activities that provide a means of active responses to protect the health and safety of individuals and the integrity and functionality of physical structures.

This approach entails an understanding of the goals of the emergency response, the resources of the community as a system, and the functional interactions of the different units within the system. The primary goal of IBTS' Emergency Management methodology is to protect the health and safety of the emergency responders and the public. In addition, the emergency response should protect public and private property and the environment, as well as minimize the disruption of community activities.

#### **1.2.1 Temporary Shelters**

IBTS recognizes that temporary dwellings constitute a crucial step of recovery and reconstruction in the post-disaster aftermath. The importance of temporary dwellings stems from the role they play in incubating people and providing a habitable environment while the outcomes of a disaster are being assessed and then rectified. The main goal of IBTS's Emergency Management approach is to establish a series of guidelines and recommendations to speed the process of successfully designing and constructing temporary dwellings of high quality while being sensitive to contextual issues and aiming for significant cost, efforts and time savings.

#### **1.2.2 Debris Monitoring**

Compliance with FEMA's rigid debris monitoring standards can be a daunting task. IBTS can provide the expert resources and accompanying process to ensure compliance in this area. Some of the tasks provided by IBTS are initial verification of vehicle capaCounty, capaCounty monitoring at landfills or debris staging facilities, total daily yardage verification, invoice verification and compliance certifications. All monitoring activities will be performed by FEMA certified resources.



### **1.2.3 Debris Removal**

A best practice of the IBTS Emergency Management approach will include the implementation of a Debris Management Plan that is performed to reduce or eliminate the immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of an emergency or disaster event. The implementation of the Debris Management Plan will significantly improve the community's ability to conduct debris management operations in a way that ensures debris-removal activities are tailored to meet their specific needs and are consistent with FEMA eligibility criteria. The plan ensures that the entitlement community maximizes the federal funds it is eligible to receive and retains those funds through the reimbursement and audit process.

## **1.3 UTILITIES SERVICES**

The IBTS Recovery Strategy will recommend that local and regional utility stakeholders move aggressively from a defensive responsive capaCounty to a more offensive approach. Taking a prepared stance regarding events that can have prolonged impact on their ability to generate, transmit, distribute and provide critical customer and internal business services is essential. IBTS recognizes that all-hazard consequence management makes utilities more resilient because it helps to identify specific actions that will eliminate or mitigate consequences associated with specific problems, regardless of the cause.

## **1.4 FIRE & LOCAL POLICE SERVICES**

The IBTS disaster response approach includes the immediate mobilization of emergency service providers and first responders. This 'first wave' of emergency services includes police, firefighters and emergency medical personnel. The IBTS approach incorporates the notion that a strong first responders' presence in these situations can help ease victims' fears and concerns. At first glance, the specific role of first responders is very direct. Police provide public safety and keep 'law and order'. Firefighters limit the spread of existing or potential fires, and EMS workers provide medical assistance. In the IBTS methodology, their roles are quite varied, in depth – and obviously invaluable. Local law enforcement agencies will undergo specialized disaster management training. While each disaster is different, the plans that go into effect are structured and organized. With proper training law enforcement can be quite efficient in executing their duties. Likewise, firefighters play an important role in the IBTS Disaster Response approach to disaster management. In addition to handling fire, they also rely on their disaster relief training and offer some of the same roles as local law enforcement. Emergency medical workers and medics will work in partnership with the firefighters to treat and transport victims to temporary shelters, but their duties can be expanded because 'of the moment', helping whoever may be in need.

## **1.5 STAFFING SERVICES**

The IBTS Disaster Recovery approach requires the assessment of existing staff that will assist local officials and community leaders in identifying and filling the human resource shortages associated with a disaster recovery operation. These assessments align with the National Disaster Recovery Framework (NDRF). IBTS refers to "The Local Disaster Recovery Staffing Guide" as a useful tool that outlines the processes and practices to effectively staff community disaster recovery activities.

## 1.6 STATE ADMINISTRATION INTERFACE SERVICES

The IBTS disaster response approach recognizes that local government maintains control of all assets used in the response and recovery efforts, regardless of the source of those assets. IBTS approach also understands that State governments serve as agents for the local jurisdictions, when a local jurisdiction does not have the resources it needs to respond to a disaster. The IBTS methodology recognizes the significance of state and federal interface and will assist in obtaining the available resources.

## 1.7 PLAN ACTIVATION FEES

Services	Hourly Rates				Unit Pricing	
	Executive	Manager	SME	Admin	Unit Rate	Unit
Community Coordination Program	\$285	\$190	\$130	\$65		
Emergency Management Services					TBD	CY
Temporary Shelter	\$285	\$190	\$130	\$65		
Debris Monitoring	\$285	\$190	\$130	\$65		
Debris Removal (Teaming Partner-DRC Inc.) CY Price TBD	\$325	\$265	\$210	\$85	TBD	CY
Utilities	\$325	\$265	\$210	\$85		
Local Police & Fire	\$285	\$190	\$130	\$65		
Staffing	\$285	\$190	\$130	\$65		
State Administration Interface	\$285	\$190	\$130	\$65		

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.

## **ATTACHMENT C – RESPONSE PHASE SERVICES**

### **1.1 RESCUE EFFORT SERVICES**

The IBTS Response Phase Methodology incorporates a number of critical elements, for example; warning/evacuation, search and rescue, providing immediate assistance, assessing damage, continuing assistance and the immediate restoration of infrastructure. The aim of IBTS emergency response approach is to provide immediate assistance to maintain life, improve health and support the morale of the affected population. Rescue efforts may range from providing specific but limited aid, such as assisting refugees with transport, temporary shelter, and food, to establishing semi-permanent settlement in camps and other locations. It also may involve initial repairs to damaged infrastructure. The focus during the response phase is on meeting the basic needs of the people until more permanent and sustainable solutions can be found.

### **1.2 EMERGENCY MEDICAL**

In the IBTS disaster response strategy, the local emergency medical services (EMS) authority play a lead role in disaster response and collaborate with other appropriate agencies in a unified command structure as determined by the specific disaster. EMS physicians and administrators will participate in the four phases of disaster management for a defined community (mitigation, planning, response, and recovery).

### **1.3 INITIAL DAMAGE EVALUATION SERVICES**

In the IBTS Disaster Recovery Strategy the initial damage assessment is an integral part of facilitating effective and efficient response by government agencies and other organizations. A properly conducted damage assessment will facilitate the processes of effective response and relief operations such as evacuation, sheltering, search and rescue, mass casualty management, etc.

### **1.4 TEMPORARY INFRASTRUCTURE OF UTILITIES SERVICES**

In the context of crises and disasters the IBTS Disaster Response approach addresses the need for temporary shelter and the most essential basic infrastructure in a timely manner and adapts them to the community's respective needs. Immediately following a disaster, communities are faced with a widespread destruction of productive and social infrastructure. This includes roads and bridges, housing, water supply systems, private and public buildings, schools and health posts. To swiftly alleviate the suffering, the IBTS approach to disaster response will provide temporary shelter and basic infrastructure within the initial months following a disaster.

#### **1.4.1 Debris Monitoring**

Compliance with FEMA's rigid debris monitoring standards can be a daunting task. IBTS can provide the expert resources and accompanying process to ensure compliance in this area. Some of the tasks provided by IBTS are initial verification of vehicle capacity, capacity monitoring at landfills or debris staging facilities, total daily yardage verification, invoice verification and compliance certifications. All monitoring activities will be performed by FEMA certified resources.

#### **1.4.2 Debris Removal**

A best practice the IBTS Emergency Management approach will include the implementation of a Debris Management Plan that is performed to reduce or eliminate the immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of an emergency or disaster event. The implementation of the Debris Management Plan will significantly improve the community's ability to conduct debris management operations in a way that ensures debris-removal activities are tailored to meet their specific needs and that they are consistent with FEMA eligibility criteria. The plan ensures that the entitlement community maximizes the federal funds it is eligible to receive and retains those funds through the reimbursement and audit process.

#### **1.5 GENERAL PUBLIC COMMUNICATIONS SERVICES**

During and immediately after a disaster, communication with the community becomes especially critical. The IBTS Emergency Management approach will include alerts and warnings; directives about evacuation, curfews, and other self-protective actions; and information about response status, family members, available assistance, and other matters that impact response and recovery. Well-conceived and effectively delivered emergency messages will help ensure public safety, protect property, facilitate response efforts, elicit cooperation, instill public confidence, and help families reunite.

#### **1.6 PROVIDE TEMPORARY SHELTERS SERVICES**

IBTS recognizes that temporary dwellings constitute a crucial step of recovery and reconstruction in the post-disaster aftermath. The importance of temporary dwellings stems from the role they play in providing a habitable environment while the outcomes of a disaster are being assessed and then rectified. The main aim of IBTS's Emergency Management approach is to set a series of guideline recommendations which can lead the process of successfully designing and constructing temporary dwellings of quality while being sensitive to contextual issues and aiming for significant cost, efforts and time savings. The IBTS disaster response strategy also recognizes that as per the Health and Safety Code Section 34070 – 34072, local government communities are responsible to provide or contract with recognized community organizations to ensure that emergency or temporary shelter is available for people made homeless by a natural disaster or other emergency.

#### **1.7 STAKEHOLDER COMMUNICATIONS SERVICES**

In the IBTS Disaster Recovery Strategy the main objective of stakeholder communications is to articulate the same message to stakeholders no matter who is providing the message (Mayor, County Manager, Emergency Manager, etc.). Under IBTS guidance, communications will be easily understood and simple to narrate back to stakeholders. The emphasis is on relaying information needed to alleviate an onslaught of communication to be dealt with in lieu of dealing with disaster recovery. IBTS understands that communications before, during and following an emergency is bi-directional. Stakeholders or audiences will ask questions and request information. Articulating transparent and accurate communications with stakeholders, especially the media, during and after a crisis contributes to a successful resolution of the problem, including a positive evaluation by stakeholders and the public. The IBTS Disaster Response Communications approach recognizes that policies, procedures, and an incident command structure -- are the primary tool management has to ensure staff follow protocols during an emergency in contacting stakeholders, the media, and others. A key task of the Communication approach is to develop a priority list of stakeholders to contact in various scenarios, depending on the severity or scope of the event.

First responders (911, EMS, fire, police), utility companies (power, water, gas), residents and families, employees, volunteers, and families, News media (print, broadcast, internet), regulators (local/state/federal), elected officials, etc. and state health care associations and others.

## 1.8 RESPONSE PHASE FEES

Service	Hourly Rates			
	Executive	Manager	SME	Admin
Community Coordination Program	\$285	\$190	\$130	\$65
Emergency Management Services	\$285	\$190	\$130	\$65
Temporary Shelter	\$285	\$190	\$130	\$65
Debris Monitoring	\$285	\$190	\$130	\$65
Debris Removal (Teaming Partner-DRC Inc.) CY Price TBD	\$285	\$190	\$130	\$65
Utilities	\$285	\$190	\$130	\$65
Local Police & Fire	\$285	\$190	\$130	\$65
Staffing	\$285	\$190	\$130	\$65
State Administration Interface	\$285	\$190	\$130	\$65

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.

## **ATTACHMENT D – POST DISASTER RESPONSE SERVICES**

### **1.1 DEBRIS MONITORING SERVICES**

Compliance with FEMA's rigid debris monitoring standards can be a daunting task. IBTS can provide the expert resources and accompanying process to ensure compliance in this area. Some of the tasks provided by IBTS are initial verification of vehicle capaCounty, capaCounty monitoring at landfills or debris staging facilities, total daily yardage verification, invoice verification and compliance certifications. All monitoring activities will be performed by FEMA certified resources.

#### **1.1.1 Debris Removal Services**

As a best practice the IBTS Emergency Management approach will include the implementation of a Debris Management Plan that is performed to reduce or eliminate the immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of an emergency or disaster event. The implementation of the Debris Management Plan will significantly improve the community's ability to conduct debris management operations in a way that ensures debris-removal activities are tailored to meet their specific needs and that they are consistent with FEMA eligibility criteria. The plan ensures that the entitlement community maximizes the federal funds it is eligible to receive and retains those funds through the reimbursement and audit process. The IBTS Emergency Management approach recognizes that the removal of debris after a disaster is funded through FEMA's Public Assistance Program under Category A, Debris Removal. IBTS will properly manage these funds in accordance to the FEMA 325 Public Assistance Debris Management Guide.

### **1.2 RESTORE ALL INFRASTRUCTURE SERVICES**

As a best practice, the IBTS Disaster Recovery strategy will develop a pre-disaster inventory of all infrastructure facilities, as well as utilize planning and zoning maps to expedite analysis following a disaster. Once damage has been identified, IBTS will document the work, and perform an estimate analysis on the actual cost required to perform Emergency Work and restore damaged infrastructure. By capturing the impact that lost or damaged infrastructure had on the jurisdiction IBTS can effectively illustrate the impact of the disaster and can help determine whether or not the disaster is beyond the capaCounty of the impacted jurisdiction or governing state and whether supplemental Federal assistance is required for proper recovery. Aligning with FEMA's requirements the IBTS Recovery strategy will integrate upgrades to the community's infrastructure systems to meet the requirements of reasonable applicable codes and standards as well as consider reasonable and cost-effective hazard mitigation measures as part of the repair.

### **1.3 TEMPORARY HOUSING SERVICES**

The IBTS Disaster Recovery strategy will utilize FEMA funds to provide temporary housing to disaster survivors in accordance with FEMA guidelines for a specified period of time following the occurrence of fire, flood, storm, or any other catastrophe. Any home that is deemed unsafe or livable will qualify the resident to be eligible for Disaster Assistance under FEMA's Individuals and Households Program (IHP). Under the IBTS Disaster Recovery strategy applicants may receive assistance in the form of temporary housing, rental assistance, repair/replacement money, replacement housing, transient accommodations, and permanent/semi-permanent housing construction which is common only in insular areas or remote locations specified by FEMA, where no other type of housing assistance is possible.

#### **1.4 FEMA MAPPING SERVICES**

The IBTS Disaster Recovery strategy anticipates that FEMA mapping is an important part of the National Flood Insurance Program (NFIP), as it is the basis of the NFIP regulations and flood insurance requirements. The disaster recovery strategy will incorporate FEMA data that is made available through the Flood Insurance Rate Maps (FIRMs) and risk assessments and comply with all FIRMs statistical information such as data for river flow, storm tides, hydrologic/hydraulic analyses and rainfall and topographic surveys to guide all mitigation activities.

#### **1.5 FEMA FUNDING DISBURSEMENT SERVICES**

IBTS's Disaster Recovery Strategy anticipates FEMA funding and is structured to secure funding in compliance with FEMA requirements for debris removal, emergency protective measures, and infrastructure restoration. IBTS workflow processes engage first with the FEMA PAC Crew Leader and the assigned State PA Representative to determine the extent of damage that occurred to the infrastructure facilities and repair costs meet the Public Assistance Program eligibility criteria. The IBTS strategy also anticipates FEMA reimbursement costs for actions taken by the community before, during, and after a disaster to save lives, and private property.

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## 1.6 POST DISASTER FEES

Services	Hourly Rates				Unit Pricing	
	Executive	Manager	SME	Admin	Unit Rate	Unit
Debris Monitoring	\$285	\$190	\$130	\$65		
Debris Removal (Teaming Partner-DRC, Inc.)					TBD	CY
Restore all Infrastructure	\$285	\$190	\$130	\$65		
Temporary Housing	\$285	\$190	\$130	\$65		
FEMA Mapping (Teaming Partner-Ernst & Young)	\$325	\$265	\$210	\$85		
FEMA Funding Disbursement (Teaming Partner-Ernst & Young)	\$325	\$265	\$210	\$85		

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.



## **ATTACHMENT E – RECOVERY ADMINISTRATION SERVICES**

### **1.1 ACTION PLANS SERVICES**

The purpose of the IBTS Disaster Recovery Action Plan is to clarify what resources are necessary to align the community's goals with CDBG-DR compliance requirements, to formulate a timeline for when specific tasks need to be completed and to determine what resources will be required to accomplish the required tasks. The Disaster Recovery Action Plan will outline the community development priorities and multiyear goals based on an assessment of housing and community development needs, economic market conditions and available resources.

### **1.2 NEEDS ASSESSMENT SERVICES**

The IBTS Disaster Recovery strategy utilizes the "Unmet Needs Assessment" to identifying and prioritizing critical unmet needs for long-term community recovery. IBTS will use the needs assessment to determine and addressing needs, or "gaps" between the current post disaster conditions and desired conditions or "wants" that are articulated and anticipated in the Disaster Recovery Action Plan. The Plan dictates that the discrepancies between the current condition and the desired condition must be measured to appropriately identify the need. The need can be either a desire to improve current performance or to correct a deficiency. IBTS understands that the ultimate goal of the "Needs Assessment" is to enable the grantee to better design recovery programs that are responsive to the types and locations of actual needs on the ground.

### **1.3 POLICY & PROCEDURE MANAGEMENT**

The IBTS Disaster Recovery strategy will integrate Policy & Procedural Management to establish policies for Community Development Block Grant funded Disaster Recovery Programs which is directed to the owners of disaster recovery efforts seeking to Rehabilitate or Reconstruct communities to pre-disaster conditions. The policies may be supplemented or modified to address changes to rules, regulations, or the changing unmet recovery needs of the applicant population. From time to time, Disaster Recovery Programs will issue policy revisions which may modify the management process.

### **1.4 SOP'S SERVICES**

A component of IBTS's Policy & Procedural Management are the development of Standard Operating Procedures (SOP) which define processes, program policies and procedures for each process within the Disaster Relief Program and are applicable to all stakeholders (employees, consultants and contractors). IBTS defines policy as: guidelines that establish the minimum requirements or controls to address organizational strategy, compliance with law, rules or regulations or mitigation of other identified risks. Policies help align the organization to achieve its objectives. They must be actionable and enforceable. Procedure is defined as measures that specify how to satisfy the requirements of a Policy or other organizational requirement by providing specific instructions. They may include such things as roles and responsibilities, examples, scenarios, diagrams, flowcharts or other visuals, links, job aids and FAQs.

## **1.5 PROJECT EXECUTION PLAN SERVICES**

A component IBTS's Policy & Procedural Management is the development of the Project Execution Plan (PEP) that details the manner in which the project will be planned, managed and executed. The objective of the PEP will be to define the approach to be used by the project team to deliver the intended project and how the information will be communicated. The IBTS PEP will be updated as necessary to reflect changes in the project and all revisions will be submitted to the Program implementer for review and comment and possible revision.

## **1.6 OUTREACH SERVICES**

IBTS will implement local public awareness activities through targeted community interaction as needed. Disaster Relief outreach activities are those efforts that can directly affect the behavior of the public through local interaction.

## **1.7 ELIGIBILITY SERVICES**

The IBTS Disaster Recovery strategy determination of entitlement eligibility requirements is based of HUD population data provided by the U.S. Census Bureau and metropolitan area delineations published by the Office of Management and Budget. Aligning with HUD guidelines IBTS will anticipate the amount of each entitlement grantee's annual funding allocation by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

## **1.8 APPLICANT COMMUNICATIONS SERVICES**

After the immediate danger and basic needs are addressed, The IBTS Disaster Recovery strategy facilitate the development of semi-permanent accommodations, temporary offices, and medical centers to aid victims. It will also provide communication capabilities which can scale quickly and become more permanent or remain mobile as needed.

## **1.9 OVERSIGHT SERVICES**

IBTS will implement internal controls to ensure that programs operate in compliance with statutory provisions, the terms and conditions of the funding agreement and the program requirements, and standards set or accepted by the funding agency. These internal controls typically involve the design and implementation of a compliance and monitoring plan. IBTS compliance and monitoring plans include the tools government agencies and grantees need to validate program operation and identify potential weaknesses in adhering to program and regulatory requirements. The IBTS compliance and monitoring plan will help the grantee in identifying programs with the highest risk and provide a mechanism to identify areas in need of correction or modification throughout the life cycle of a program.

## 1.10 RECVOERY ADMINISTRATION FEES

Services	Hourly Rates				Unit Pricing	
	Executive	Manager	SME	Admin	Unit Rate	Unit
Action Plans					TBD	ea.
Needs Assessment					TBD	ea.
Policy & Procedures Management	\$285	\$190	\$130	\$65		
SOPs					TBD	ea.
Project Execution Plan					TBD	ea.
Outreach	\$285	\$190	\$130	\$65		
Eligibility					TBD	ea.
Applicant Communications	\$285	\$190	\$130	\$65		
Oversight	\$285	\$190	\$130	\$65		

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.

## **ATTACHMENT F – ACTIVE RECOVERY SERVICES**

### **1.1 DAMAGE ASSESSMENT – HUD ENVIRONMENTAL REVIEW SERVICES**

IBTS has the capability to perform all required NEPA environmental reviews for both FEMA, CDBG and CDBG DR funding streams. This includes broad reviews, Tier I reviews, Tier II reviews and site specific reviews. IBTS will provide all required submissions and technical assistance to receive agency approvals.

### **1.2 DAMAGE ASSESSMENT (CDBG COMPLIANT) SERVICES**

The IBTS Disaster Recovery strategy will facilitate the damage assessments process which will determine whether the structure is destroyed (no longer standing), has severe damage (not practical to repair), major damage (greater than 50% damage based on FMU), moderate damage or no damage. Damage Assessments are a determination to confirm the structure was damaged by the storm based upon visual observation. IBTS will assess evidence of completed repairs to damage also indicate whether there is any unrepaired storm damage.

### **1.3 DAMAGE ASSESSMENT – ASBESTOS & LEAD SURVEYS SERVICES**

IBTS can provide turnkey asbestos/lead based paint assessment and planning services for FEMA/CDBG DR housing, rental or small business programs. IBTS employs numerous certified HUD Lead based paint risk assessors to support remediation planning and costing. Also EPA trained asbestos abatement staff professionals can disseminate asbestos surveys and develop abatement plans and costing. All LBP/asbestos services are compliant with Federal, State and local guidelines.

### **1.4 CONTRACTOR PROCUREMENT SERVICES**

The IBTS Disaster Recovery strategy will ensure all procurement procedures required by the grant mechanism are followed, in accordance with all state and federal regulations, as well as local governmental laws and policies.

### **1.5 CONSTRUCTION MANAGEMENT SERVICES**

A Construction Management Plan will be prepared by IBTS to establish uniform policies and procedures to be used by construction management personnel to implement technical and administrative tasks for contracts. This management plan will provide guidance and will be flexible in its application with revisions and improvements made to the plan as warranted. The IBTS Program Construction Manager is responsible for implementing the plan and issuing updates as appropriate.

### **1.6 CUSTOMER SERVICE SERVICES**

The IBTS Disaster Recovery strategy provides for an effective Customer Service component. It institutes policies which offer applicants or other interested parties an avenue to obtain program news and updates via email or by phone through a toll-free number. IBTS will provide Housing Recovery Specialists to answer frequently asked questions about the program and provide explanations.

## 1.7 APPEALS SERVICES

If there is a need to appeal a decision of the funding agency, IBTS will assist the jurisdiction in the appeal preparation when there is reason to believe program guidelines were not adhered to by the funding agency or that a particular decision regarding the application or program was made incorrectly.

## 1.8 ACTIVE RECOVERY FEES

Services	Hourly Rates				Unit Pricing	
	Executive	Manager	SME	Admin	Unit Rate	Unit
Damage Assessment – HUD Environmental Review					\$1,200	ea.
Damage Assessment (CDBG Compliant)					\$1,985	ea.
Damage Assessment – Asbestos & Lead Surveys					\$1,875	ea.
Contractor Procurement					TBD	ea.
Construction Management					\$3,180	ea.
Customer Service	\$285	\$190	\$130	\$65		
Appeals	\$285	\$190	\$130	\$65		

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.

## **ATTACHMENT G – GRANT CLOSEOUT SERVICES**

### **1.1 COMPLIANCE SERVICES**

To verify compliance, IBTS will preserve data in a manner consistent with regulatory compliance rules. Compliance to federal and state grant expenditure guidelines is critical to funding reimbursement. IBTS will perform periodic reviews, reports and audits as the basis for verification of the accuracy of project cost estimates.

### **1.2 RECORD KEEPING SERVICES**

Compliance is key to the success of any recovery program. In order to demonstrate compliance, specific, and accurate records must be maintained. IBTS has developed a cloud based compliance tool that ensures all records are maintained, updated and readily available to Stakeholders, and agencies on a 24 hour 7 day per week basis.

### **1.3 FINAL INSPECTION SERVICES**

The IBTS Disaster Recovery strategy incorporates the Final Inspection process for Grant Closeout. The inspection process guarantees that all work called for in the contract has been completed according to specifications. The final inspection will be as thorough and deliberate as the initial inspection. IBTS policy will assure the maintenance of accurate Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the State and Federal guidelines. Such files will be open for inspection as to qualifications, bids, and awards. Waivers to the requirements in these Guidelines can only be approved by the grantee and must be provided to IBTS in writing. In the event that these Guidelines conflict with local, state, or federal law, the more stringent requirement will prevail, provided that the requirement does not violate local, state or federal law.

### **1.4 HUD AUDIT PREP SERVICES**

HUD Audits are extensive reviews of sub-grantee award and monitoring activities. The audit consists of a series of specific tests and procedures that determine compliance with the financial requirements in the CDBG regulations. IBTS audit preparation will verify the application of OMB Omni Circular Cost Principles ensuring costs are allowable, allocable and reasonable with adequate supporting documentation. IBTS will verify that costs reimbursed are consistent with the approved budget and adequate internal controls were applied. IBTS audit preparation confirms that payouts were made on a timely basis by the oversight agency and that financial monitoring activities were conducted consistently with an approved monitoring plan. IBTS audit preparation will include standardized document processes to ensure consistency with policies and procedures and the monitoring plan.

### **1.5 ACCOUNTING CLOSEOUT SERVICES**

IBTS will prepare the final accounting and maintain a complete and accurate set of records, and documentation of procurement guidelines. The final accounting closeout will include the validation, approval, approved funding, and audit of the program. IBTS will maintain a separate cost accounting/

record keeping system to accurately record all activities and expenditures related to disaster recovery work. The accounting closeout will include all costs associated with the following expenditures: labor costs, equipment and contract costs, and miscellaneous costs.

## 1.6 CLOSEOUT REPORTING

IBTS will initiate the closeout of a Disaster Relief Grant once HUD determines that all applicable administrative and program requirements of the applicable Grant Agreement between HUD and the Grantee and/or the Entitlement Community have been completed. Once the HUD field office determines that all of the funds are expended and the activities are completed, or if the grantee or entitlement requests initiation of the closeout process, IBTS will proceed with the grant closeout procedures. In general, a project is ready for close-out when the following conditions are met:

1. All activities are eligible, have been completed and met a national objective
2. All grant funds are expended in full or all remaining funds are to be returned to HUD
3. All reporting requirements completed and submitted
4. All audit and monitoring issues are resolved

## 1.7 GRANT CLOSEOUT FEES

Service	Hourly Rates			
	Executive	Manager	SME	Admin
Compliance	\$285	\$190	\$130	\$65
Record Keeping	\$285	\$190	\$130	\$65
Final Inspection	\$285	\$190	\$130	\$65
HUD Audit Prep	\$285	\$190	\$130	\$65
Accounting Closeout	\$285	\$190	\$130	\$65
Closeout Report	\$285	\$190	\$130	\$65

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.

## **ATTACHMENT H – RESILIENCE PLANNING SERVICES**

### **1.1 LESSONS LEARNED SERVICES**

IBTS bases Resilience Planning on forward-looking, science-based local disaster recovery planning that addresses recovery, resilience, and revitalization needs. To institutionalize the implementation of thoughtful, innovative, and resilient approaches to addressing future risk, IBTS will assist the community in planning and to incorporate disaster recovery efforts that makes them more resilient to future threats or hazards, while also improving quality of life for existing residents and making communities more resilient to economic stresses or other shocks. IBTS will fully inform and engage community stakeholders about the current and projected impacts of climate change and develop pathways to resilience based on sound science. IBTS will work with the community to leverage investments from the philanthropic community to help define problems, set policy goals, explore options, and craft solutions to inform local and regional resilient recovery strategies.

### **1.2 IDENTIFY DISASTER PLANNING REVISIONS**

IBTS will identify disaster planning revisions and planning procedures that seek to bring local, regional, and international knowledge to bear in order to (a) contribute to a better understanding of the region's vulnerabilities, strengths, and interdependencies; (b) generate design proposals that focus on regionally applicable solutions, increase resilience, develop and promote innovation, and integrate local efforts in the region; (c) build the capacity of local communities and federal agencies while promoting an integrated regional approach; (d) connect to local efforts and strengthen the collaboration within governments and between government, business, academic, non-profit, and other organizations; (e) ignite innovation, outside-the-box perspectives, and address new trends; and (f) execute world-class projects with regional impact (either large scale or replicable across the region).

### **1.3 CODES, ORDINANCE REVIEWS & REVISIONS SERVICES**

In a fiscally constrained environment, finding ways to better prepare for and recover from disasters in a manner that is cost-efficient is all the more important. Although a community's true resilience will only be evident after a disaster strikes, much can be done to prepare a community in advance. Among the actions that may make a difference are the identification and training of community leaders; the development of recovery networks; the use of leaders and their networks to promote individual and organizational preparedness; and generally speaking, increasing individual preparedness with such efforts as enhanced community-based CPR classes.

### **1.4 POLICY & ORGANIZATIONAL REVIEWS**

IBTS will revise the Grantee's existing Disaster Response Policies to include up-to-date disaster management practices, incorporating four main principals: (a) the concept of disaster vulnerability; (b) how individuals respond to hazard risks; (c) challenges associated with effective hazard mitigation; and (d) the idea of policy learning in the area of disasters. IBTS will encourage local participation in redevelopment



planning and institutional cooperation to achieve equity, mitigation and sustainable development. IBTS will evaluate and encourage Resiliency Plans which strengthen local organizational capacity to facilitate economic, social, and physical development after the disaster.

## 1.5 RESILIENCE PLANNING FEES

Service	Hourly Rates			
	Executive	Manager	SME	Admin
Lessons Learned	\$285	\$190	\$130	\$65
Identify Disaster Planning Revisions	\$285	\$190	\$130	\$65
Codes, Ordinances Reviews & Revisions	\$285	\$190	\$130	\$65
Policy & Organizational Reviews (Teaming Partner- Ernst & Young)	\$325	\$265	\$210	\$85

The fee schedule presented above does not include IBTS "ODC's" (other direct costs). Some examples of typical ODC's are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.

## ATTACHMENT I – SUBRECIPIENT SERVICES

### 1.1 SUBRECIPIENT SERVICES

The not-for-profit structure of IBTS allows us to operate in a Subrecipient capacity when grant funds are being utilized. By entering into a Subrecipient Agreement with IBTS, the Grant Recipient or Grantee can be afforded numerous advantages.

- CDBG “open” procurement requirements are waived with this structure, which can save a community well over 90 days for typical procurement
- IBTS is limited to “Direct Costs” only in this structure, which yields substantially reduced hourly rates
- IBTS shares in the implementation and execution of the grant funds with the Community

### 1.2 SUBRECIPIENT FEES

ALTERNATIVE PRICING	Hourly Rates			
	Executive	Manager	SME	Admin
IBTS pricing could be substituted for reduced "Subrecipient" rates. These rates are based upon actual payroll cost so they may vary slightly from the examples provided. To receive these rates IBTS must enter into a "Subrecipient" agreement with a Grantee or Grant Recipient.	\$140	\$105	\$68	\$32

The fee schedule presented above does not include IBTS “ODC’s” (other direct costs). Some examples of typical ODC’s are travel costs, per diem, lodging, temporary office arrangements, etc. These costs will be invoiced separately at actual cost plus 10%, or as otherwise stipulated in grant agreements.



**OKLAHOMA MUNICIPAL LEAGUE  
MEMBERSHIP BENEFIT  
DISASTER RECOVERY SERVICES**



Oklahoma Municipal Services Corporation (OMSC) and the Institute for Building Technology and Safety (IBTS), a 501(3)(c) nonprofit organization, have entered into a Master Service Agreement dated August 14, 2018 ("MSA") to provide expedited access to disaster recovery services to OML members. Broken Arrow, OK ("City") hereby acknowledges their ability to procure the services of IBTS in accordance with the Service Agreement for Disaster Recovery Services ("Service Agreement"), which when signed, the City can activate services as needed.

**1. SERVICE SELECTION**

As a member of OML, IBTS extends the below services to City. IBTS offers as a member benefit the short form procurement to communities. This is limited to \$50,000 as permitted by the Community Development Block Grant Program ("CDBG") regulations or the maximum noncompetitive procurement allowed by your jurisdiction whichever is less. The full scope of the Disaster Recovery services offered by IBTS are attached to the Service Agreement. Please initial the services you desire at this time.

INITIAL	SERVICE	ATTACHMENT	INITIAL	SERVICE	ATTACHMENT
	Disaster Planning	A		Active Recovery	F
	Plan Activation	B		Grant Closeout	G
	Response Phase	C		Resilience Planning	H
	Post Disaster Response	D		Subrecipient	I
	Recovery Administration	E			

IBTS may update the service descriptions and fees in accordance with the terms of the Service Agreement.

**2. ORDERING SERVICES**

City may order services as needed. Until services are needed, City has no financial obligations to IBTS under the Service Agreement. City may, at any time, request to add Services not initially requested above or new services not currently offered. Additional information and orders can be submitted to:

Dana Johnston: [djohnston@ibts.org](mailto:djohnston@ibts.org) 571-305-3463

**3. CONFIDENTIALITY**

City owns and will have the right to all data from the Services. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for City for use in other business areas. IBTS will maintain records of the information related to the Services it performs. IBTS will comply with all Federal, State, and Local requirements.

ACCEPTED AND AGREED TO BY OML Member City:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
OML Member City: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by IBTS: \_\_\_\_\_



# DISASTER HAPPENS. ARE YOU PREPARED?



## IBTS NOW PROVIDES DISASTER PLANNING AND RECOVERY EXPERTISE ACCESS TO OML MEMBER COMMUNITIES

The Oklahoma Municipal Services Corporation (OMSC) and the Institute for Building Technology and Safety (IBTS), a 501(c)(3) nonprofit organization, have entered into an agreement that offers Oklahoma Municipal League (OML) members access to pre-event contracts ahead of a disaster for recovery services. Establishing a relationship with a firm that has already been vetted can accelerate communities' time to recovery.

Under the agreement, members have access to subrecipient agreements, disaster planning and plan activation, initial disaster response, post disaster phase, recovery administration, active recovery, grant closeout, resilience planning, and other associated shared services.

### ◆ Disaster Planning

- Proper procurement of professional services
- Funding options support
- Policy review
- Recovery strategies

### ◆ Post-Disaster Phase

- Debris removal and monitoring
- Infrastructure restoration
- Temporary housing
- FEMA mapping services
- FEMA grant management

### ◆ Grant Close-out

- Compliance and monitoring services
- Grant audit preparation
- Documentation and reporting
- Final inspection
- Close-out accounting services

### ◆ Disaster Plan Activation

- Communication coordination program services
- Emergency management
- Local police and fire services
- Staffing assistance

### ◆ Disaster Recovery Admin.

- HUD action plan services
- Needs assessments
- Policy and procedure management
- Stakeholder outreach

### ◆ Resilience Planning

- Lessons learned services
- Disaster plan review and revision
- Local codes and ordinance review and revision
- Local organizational review

### ◆ Initial Disaster Response

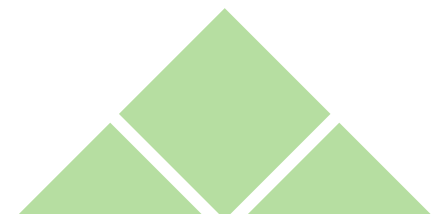
- Rescue and medical services
- Initial damage assessments
- Temporary shelters and utility infrastructure
- State and Federal interface

### ◆ Active Disaster Recovery

- Damage assessments for long-term funding
- Project scoping
- Contractor procurement
- Customer/stakeholder services
- Construction management
- Funding agency appeals

### ◆ Subrecipient Services

- Faster and easier procurement
- Lower hourly rates





# IBTS DISASTER MANAGEMENT HIGHLIGHTS

Augment your government's abilities to plan, respond, and recover from disasters.

Access experienced disaster response teams who:

- Understand political challenges and respond with effective communication plans
- Recognize physical challenges of crippled infrastructure and mass debris
- Navigate post-disaster regulatory compliance demands
- Assess damage and engage private sector, restoring homes and other infrastructure:
  - Estimation support
  - Environmental risk management
  - Contractor bid development
  - Code enforcement
  - Construction management
- Develop architectural and engineering specifications to guide reconstruction and rehabilitation work
- Value the importance of maintaining community character
- Effectively implement preservation and restoration of treasured historical assets
- Understand benefit-management challenges of distributing relief funds to citizens

## Performing as a Grant Subrecipient

- CDBG-DR "open" procurement requirements are waived with this structure, which can save a community over 90 days for typical procurement
- As a subrecipient, IBTS is limited to "Direct Costs" only, which reduces hourly rates
- Sharing the implementation and execution of grant funds with the community



## Providing Pre-Disaster Mitigation Planning

FEMA requires state and local governments to develop and adopt hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance.

Thanks to the agreement, OML members can access disaster experts and educators that offer training and preparedness solutions. Counties benefit from services ranging from community outreach and counseling, debris removal, environmental risk management, and resilience planning. These custom programs range from key manager point discussions and seminars to comprehensive community disaster management planning action—offered on an à la carte or subscription basis.

IBTS bases resilience planning on forward-looking, science-based local disaster recovery preparation that addresses recovery, resilience, and revitalization needs. We assist communities in planning and implementing disaster recovery efforts that makes them more resilient to future threats, hazards, or economic stresses, while also improving quality of life for residents.

Community leadership and facility managers can engage with IBTS for a working mitigation program, which prepares county management to respond quickly when disaster strikes.



## CONTACT

**Dana Johnston**  
Development Manager  
571.305.3463  
djohnston@ibts.org

## CONNECT

 [facebook.com/ibts.org](https://facebook.com/ibts.org)

 [@IBTS\\_org](https://twitter.com/IBTS_org)

 [Institute for Building Technology and Safety](https://www.instituteibts.org)



# City of Broken Arrow

## Request for Action

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**File #:** 18-1098, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-18**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No.1131, a Resolution authorizing the City Attorney to enter into a Final Journal Entry of Judgment without admitting liability in the matter of Mike W. Rugg and Jana L. Rugg v. City of Broken Arrow, et al., Tulsa County District Court Case No. CV-2018-01068, authorizing the foreclosure and vacation of street right of way generally located on North Date Avenue

**Background:**

On January 17, 2006 City Council for the City of Broken Arrow passed Ordinance No. 2774 granting the closure of street right of way which extends along North Date Avenue. No public convenience or necessity exists for the reopening of the street right of way closed by the City of Broken Arrow pursuant to City of Broken Arrow Ordinance No. 2774. The foreclosure of the right to reopen the street right of way closed by Ordinance No. 2774 will not injuriously affect the right of the owners of the property in the vicinity of the street right of way as it is no longer required for public purposes.

All the defendants in this matter are anticipated to disclaim interest in the street right of way that is the subject of the Final Journal Entry of Judgment.

The Legal Department and City staff recommend that the City Council authorize the City Attorney to enter into a Final Journal Entry of Judgment foreclosing and vacating the above-described street right of way that was closed by the City Council pursuant to Ordinance No. 2774 on January 17, 2006.

On September 18, 2018, the City Council for the City of Broken Arrow passed Resolution No.1131 authorizing the City Attorney to enter into a Final Journal Entry of Judgment in Mike W. Rugg and Jana L. Rugg v. City of Broken Arrow et al., Case No.CV-2018-01068

**Cost:** \$0

**Funding Source:** No Source

**Requested By:** Trevor Dennis, Acting City Attorney

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

**Attachments:** Resolution No. 1131

**Recommendation:**

Approve Resolution No. 1131

## **RESOLUTION NO. 1131**

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A FINAL ENTRY OF JUDGMENT WITHOUT ADMITTING LIABILITY IN THE MATTER OF MIKE W. RUGG AND JANA L. RUGG V. CITY OF BROKEN ARROW, ET AL., TULSA COUNTY DISTRICT COURT CASE CV-2018-01068, AUTHORIZING FORECLOSURE AND VACATION OF STREET RIGHT OF WAY GENERALLY LOCATED ON NORTH DATE AVENUE.**

**WHEREAS**, on January 17, 2006, pursuant to the provisions of 11 O.S. § 42-110, The City of Broken Arrow adopted Ordinance No. 2774 closing a street right of way located in the East 3.00 feet of the South 45.00 feet of the above-described right of way, generally located on North Date Avenue, more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 27, ORIGINAL TOWN OF BROKEN ARROW, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE S 89°42'38" W A DISTANCE OF 3.00 FEET; THENCE N. 00°06'24"E A DISTANCE OF 45.00 FEET; THENCE N89°42'38" E A DISTANCE OF 3.00 FEET; THENCE S00°06'24" W A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING, LOCATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

**WHEREAS**, there is no necessity for reopening the street right of way closed by the City of Broken Arrow pursuant to Ordinance 2774 and the street right of way is no longer required for public purposes; and

**WHEREAS**, no public convenience or necessity exists for the reopening of the street right of way closed by Ordinance No. 2774. The foreclosure of the right of way to reopen the street right of way closed by Ordinance No.2774 will not injuriously affect the right of the owners of the property in the vicinity of the street right of way and the street right of way is no longer required for public purposes; and

**WHEREAS**, all Defendants in this matter are anticipated to disclaim interest in the street right of way that is the subject of the Final Journal Entry of Judgment; and

**WHEREAS**, the street right of way closed by Ordinance No. 2774 was originally dedicated by the Plat of Original Town of Broken Arrow. No Utilities are in place in this street right of way; and

**WHEREAS**, the Legal Department and Staff are recommending that the City Council authorize the City Attorney to enter into a Final Journal Entry of Judgment foreclosing and

vacating the above described street right of way that was closed by the City Council pursuant to Ordinance No. 2774 on January 17, 2006; and

**WHEREAS**, it is the desire of the Council to authorize the City Attorney to enter into the Final Journal Entry of Judgment in the above matter.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA** that the City Attorney is authorized to enter into a Final Journal Entry of Judgment foreclosing and vacating the street right of way previously closed by City Council on January 17, 2006 pursuant to Ordinance No. 2774.

ADOPTED and APPROVED by the Mayor of the Council of the City of Broken Arrow on this \_\_\_\_ day of September, 2018.

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Mayor

Attest:

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City Clerk

Approved as to form:

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Assistant City Attorney





# City of Broken Arrow

## Request for Action

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**File #:** 18-1085, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 9-18-2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1132, a Resolution authorizing the City Attorney to enter into a proposed Joint Application for Approval of Settlement and a Journal Entry of Judgment in regard to the matter of John F. Loerch, Jr. v. City of Broken Arrow, et al. Case No. CJ-2017-2627 in the District court for Tulsa County, State of Oklahoma and directing the City Attorney to prepare and file the necessary documents to effectuate settlement, including a Journal Entry of Judgment for the Court's approval, pursuant to 51 O.S. § 158

**Background:**

On June 30, 2017 John F. Loerch, Jr. filed suit against the City of Broken Arrow, Case No. CJ-2017-2627, alleging the City of Broken Arrow negligently caused a collision between a City of Broken Arrow lawnmower and bicycle driven by Mr. Loerch. Mr. Loerch was diagnosed with a broken right clavicle and fractures of the L1, L2 and L3 vertebra as a result of the collision. A settlement of all claims was reached between the parties in the sum of \$85,000 which Council previously authorized.

The attached Resolution authorizes the Journal Entry of Judgment in this matter as well as direction to prepare and file documentation necessary to effectuate the terms of the settlement.

**Cost:** \$85,000.00

**Funding Source:** Debt Service Fund

**Requested By:** Trevor Dennis, Acting City Attorney

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

**Attachments:** Resolution No. 1132

**Recommendation:**

Approve Resolution No. 1132 and authorize its execution.

**RESOLUTION NO. 1132**

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A PROPOSED JOINT APPLICATION FOR APPROVAL OF SETTLEMENT AND A JOURNAL ENTRY OF JUDGMENT IN REGARD TO THE MATTER OF JOHN F. LOERCH, JR. V. CITY OF BROKEN ARROW, ET AL., CASE NO. CJ-2017-2627 IN THE DISTRICT COURT FOR TULSA COUNTY, STATE OF OKLAHOMA AND DIRECTING THE CITY ATTORNEY TO PREPARE AND FILE THE NECESSARY DOCUMENTS TO EFFECTUATE SETTLEMENT, INCLUDING A JOURNAL ENTRY OF JUDGMENT FOR THE COURT'S APPROVAL, PURSUANT TO 51 O.S. § 158**

**WHEREAS**, on June 30, 2017, John F. Loerch, Jr. filed a Petition against the City of Broken Arrow and by virtue thereof alleged the City of Broken Arrow negligently caused a collision between a City of Broken Arrow lawnmower and bicycle driven by Mr. Loerch; and

**WHEREAS**, after reviewing the facts in this matter, the City Council has determined that settlement in this matter is proper in the sum of \$85,000.00; and

**WHEREAS**, City Council has determined that such resolution is a just and reasonable settlement; and

**WHEREAS**, it is the desire of the Council to approve such settlement agreement by authorizing the City Attorney to prepare and file all the necessary documents to settle this case, including a Journal Entry of Judgment which does not admit liability, but does represent a compromised settlement of the disputed claims.

**NOW, THEREFORE, BE IT RESOLVED** that the City Attorney be and is hereby directed to agree to entry of judgment without admitting liability in the case of John F. Loerch, Jr. v. City of Broken Arrow, et al, Case No. CJ-2017-2627 and to execute any and all necessary documents to effectuate the settlement for the Court's approval pursuant to 51 O.S. § 158 in the amount of \$85,000.00.

**ADOPTED AND APPROVED** by the Mayor of the Council of the City of Broken Arrow, Oklahoma, this 18th day of September, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(seal) City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
ACTING CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #: 18-1108, Version: 1**

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**Broken Arrow City Council  
Meeting of: 05-15-2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1134, a Resolution 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 1617 South Pine Avenue, Broken Arrow, Oklahoma 74012

**Background:**

On May 10, 2018, City Staff inspected the property located at 1617 South Pine Ave., Broken Arrow, Oklahoma 74012, and determined that the main structure in its present condition was not in good repair, not structurally sound or sanitary, and constituted not only a menace to the health and safety of the public, but is also a public nuisance; due to dilapidation and disrepair.

On July 2, 2018, a Notice to Abate the Nuisance Public Hearing was mailed to the owner of the property as shown on the current year's tax rolls in the Tulsa County Treasurer's Office by the United States Postal Service, namely to Matthew and Hollye Foster, 1617 South Pine Ave, Broken Arrow, Oklahoma 74012. A public hearing was held on August 2, 2018, after an Order of Abatement was issued by Hearing Officer, Russell Gale. The Order of Abatement was also sent to the record owners.

Title 50 O.S. § 17 provides that in cases where it is deemed impractical to summarily abate any such nuisance, a city or town may bring suit in the District Court in the county in which nuisances are located by the governing body by the town or city adopting a resolution to direct or bring a lawsuit in the proper court for the purpose of abating a nuisance.

As noted above, the structure located at 1617 South Pine Ave., Broken Arrow, Oklahoma 74012, on the real estate described as: Lots 5, Block 16, Stacey Lynn Fifth, City of Broken Arrow, Tulsa County, Oklahoma, was previously declared a public nuisance and remains a public nuisance. The Legal Department requests that the City Council approve the Resolution authorizing the City Attorney to file an action in the District Court to obtain a Decree ordering the abatement of the nuisance and should the owner fail to abate the nuisance as ordered, with the matter being referred to the Development Services Department which will take all necessary action to demolish and remove said structure.

**Cost:** All costs associated with the abatement

**Funding Source:** Development Services Operational Budget

**Requested By:** Trevor Dennis, Acting City Attorney

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**File #:** 18-1108, **Version:** 1

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

**Attachments:** Resolution No. 1134

**Recommendation:**

Approve Resolution No. 1134 and authorize its execution.

## RESOLUTION NO. 1134

### **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 1617 SOUTH PINE AVE., BROKEN ARROW, OKLAHOMA, 74012**

**WHEREAS**, the property located 1617 South Pine Ave., Broken Arrow, Oklahoma, 74012, was inspected by representatives of the City of Broken Arrow who determined that the main structure in its present condition constitutes not only a menace to the health and safety of the public, but is also a public nuisance; and

**WHEREAS**, on July 2, 2018, a Notice to Abate a Nuisance public hearing letter was mailed to the owner of the property by United States Postal Service at 1617 South Pine Ave., Broken Arrow, Oklahoma 74012, at the address shown at the current year's tax rolls in the Tulsa County Treasurer's office, namely: Matthew and Hollye Foster; and

**WHEREAS**, that the public hearing held on August 2, 2018, Russell Gale, the Hearing Officer for the City of Broken Arrow, Oklahoma, found the structure at 1617 South Pine Ave., Broken Arrow, Oklahoma, 74012, to be in violation of City Ordinance § 15-1.C(15) and 15-4, and Oklahoma State Statute, Title 11, O.S. §§ 22-111, 112; and

**WHEREAS**, following the public hearing on August 2, 2018, an Order of Abatement was issued finding that the structure in its present condition was a dilapidated structure in violation of City Ordinance 15-1.C(15) and 15-4, and Oklahoma State Statute, Title 11, O.S. §§ 22-111, 112; and

**WHEREAS**, the above-described public nuisance remains unabated.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BROKEN ARROW, OKLAHOMA**, that the main structure on the property legally described as Lot 5, Block 16, Stacey Lynn Fifth, City of Broken Arrow, Tulsa County, State of Oklahoma, and locally known as 1617 South Pine Ave., Broken Arrow, Oklahoma, 74012, has previously been declared a public nuisance; and

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

APPROVED AND PASSED in Open Meeting by the City Council of the City of Broken Arrow on this 18<sup>th</sup> day of September, 2018.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Assistant City Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 18-1086, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Consideration, discussion, and possible approval to reschedule the November 6, 2018, Broken Arrow City Council meeting to Monday, November 5, 2018, due to Council members attending the National League of Cities Annual Conference in Los Angeles, CA

**Background:**

The National League of Cities (NLC) will hold its 2018 Annual Conference from November 7 - 10, 2018, in Los Angeles, California. The NLC Annual Conference is the largest gathering of local elected officials and staff in the country. The Conference creates opportunity for discussions and seminars covering a variety of topics from economic development to public safety, and infrastructure development to sustainable local economies and technology.

Due to Council members attending the NLC 2018 Conference, there will not be a quorum present at the November 6, 2018, City Council meeting. Mayor Craig Thurmond requests that the November 6th meeting be cancelled and rescheduled to November 5, 2018, at the usual time of 6:30 p.m.

**Cost:** \$0

**Funding Source:** N/A

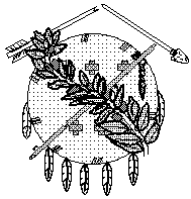
**Requested By:** Curtis Green, City Clerk

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

**Attachments:** None

**Recommendation:**

Approve to reschedule the November 6, 2018, Broken Arrow City Council meeting to Monday, November 5, 2018



# City of Broken Arrow

## Request for Action

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**File #: 18-1104, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Consideration, discussion, and possible adoption of Ordinance No. 3540, an ordinance amending Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance; and declaring an emergency

**Background:**

Modifications to the Broken Arrow Zoning Ordinance are being proposed that will establish regulations for Retail Medical Marijuana Dispensaries and Medical Marijuana Commercial Growing/Cultivating facilities. The reason for this update is in regards to the recent passage of State Question 788 and the subsequent change to Title 63 O.S.

As these particular use types were not something that was envisioned with the 2008 City of Broken Arrow Zoning Ordinance, it is necessary to adjust the zoning code to new uses that have become legal by Oklahoma law. Through many meetings, staff has drafted the proposed modifications to Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance.

It is proposed to add two subcategories to Section 3.1.F (Table 3.1-1) Table of Allowed Uses. These subcategory uses being Medical Marijuana Commercial Growing/Cultivation and Medical Marijuana Retail Sales.

Through research staff has determined most medical marijuana growth is conducted in an enclosed facility. Staff has determined that this type of environment would best be established in IL (Industrial Light) or IH (Industrial Heavy) zoning districts. This use must be done within a building.

Staff looked closely to related uses for Medical Marijuana Dispensary. Title 63 O.S. § 420A states that all applicants (for a medical marijuana license) must be eighteen (18) years or older. A special exception is granted to an applicant under the age of eighteen (18), however these applications must be signed by two (2) physicians and the applicant's parent or legal guardian, but a caregiver who is 18 years or older must make the purchase. In addition it states that a Medical Marijuana Dispensary cannot be located within one thousand (1,000) feet from any public or private school entrance. The zoning code defines schools as public or private facilities for College & Universities, Elementary, Middle, or High School, and Trade Schools. The zoning code does specifically state that Child Care Facilities do not include public or private schools.

When beginning their analyses, staff first thought of classifying the Medical Marijuana Dispensary/Retail Sales use similar to pharmacies. Pharmacies are a permitted use in the use group of General Retail. But when comparing a pharmacy type use, staff looked at companies like Walgreens and CVS. These types of facilities



are not restricted by law on all sales by age nor by location to a school or other facility. As most general retail does not have such limitations, it was determined that the general retail use was not the best category to define a Medical Marijuana Dispensary/Retail Sales. Staff concluded that such a use most closely related to Alcoholic beverage Retail Sales as the purchase of Medical Marijuana is strictly regulated by age and by distance to schools (public or private). By doing so, this use would be permissible in the CM (Commercial Mixed Use), DM (Downtown Mixed Use), CN (Commercial Neighborhood), CG (Commercial Neighborhood), and CH (Commercial Heavy) zoning districts while also being permissible within Area 6 and 7 of the Downtown Residential Overlay District.

The proposed modification of Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A is to add a subcategory to the parking requirements for Medical Marijuana Commercial Growing / Cultivation. The proposed parking requirement is the same standard as other industrially zoned developments.

The proposed modification to Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types is to add a definition for Medical Marijuana Commercial Growing/Cultivation. It is defined as Indoor commercial medical marijuana growing /cultivation as established by Title 63 OS. §422A State of Oklahoma.

The proposed modification to Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types is to add a definition for Medical Marijuana, Retail Sales. It is defined as a retail establishment, like a Medical Marijuana Dispensary, licensed to sell Medical Marijuana as established by Title 63 O.S. § 421A State of Oklahoma.

In addition, the ordinance proposes to reinforce the state requirement that 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 line point of the dispensary.

Medical Marijuana Processing (creation of product) will be interpreted by staff to be a permissible use under the subcategory of Manufacturing Light which is only permissible in the IL (Industrial Light) or IH (Industrial Heavy) zoning districts. This use must be done within a building.

The Planning Commission will have a meeting on August 30, 2018 to discuss and make recommendations. Those findings will be presented at the City Council on September 4, 2018.

**Cost:** \$0

**Funding Source:** Source

**Requested By:** Michael Skates, Development Services Director

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

**Attachments:** Ordinance No. 3540  
Published Planning Commission Fact Sheet  
Map of Possible Locations

**Recommendation:**

Adopt Ordinance No. 3540 and approve the emergency clause.

# ORDINANCE NO. 3540

An ordinance amending Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance (No. 2931); repealing all ordinances or parts of ordinances in conflict herewith; and declaring an emergency.

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

**SECTION I.** Section 3.1.F (Table 3.1-1) Table of Allowed Uses, of the Broken Arrow Zoning Code (No. 2931) is hereby amended to read as follows:

## F. Table of Allowed Uses

USE CATEGORY	USE TYPE	TABLE 3.1-1 TABLE OF ALLOWED USES																								
		A G	RESIDENTIAL						DROD AREAS							MIXED USE				COMMERCIAL /OFFICE				IND'L		SPECIFIC USE PERMIT STANDARDS
			RS1 / R1 RS2 / R2 RS3 / R3/R S4	R D	R M	R M H	1	2	3	4	5	6	7	N M	C M	D M	D F	O N	C N	C G	C H	I L	I H			
RESIDENTIAL USES																										
Household Living	Dwelling, duplex				P	P		P	P																	
	Dwelling, multi-family					P		P				P	P	P	P	P	P	P								
	Dwelling, single-family attached				P	P		P	P						P	P	P	P								
	Dwelling, single-family detached	P	P	P	P		P	P	P	P	P							P								
	Dwelling, mobile home	S					P																		3.2.A.1.	
	Dwelling, zero lot line				P										P			P								
	Mobile home park						P																			
	Mobile home subdivision						P																			
Group Living	Boarding, dormitory, and rooming house					P																				
	Group home	P	P	P	P	P	P	P	P	P	P															
	Convalescent home, nursing home, or assisted living facility	S	S	S	P	P		S	S	S	S	P	P	P	P	P	P	P	P						3.2.A.2.	

## PUBLIC/INSTITUTIONAL USES

Parks and Open Space	Arboretum or botanical garden	P	S	S																								3.2.B.1.
	Campground	S																										
	Community playfields and parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Telecom-munication Facility	Tower (including any facility with tower)			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P				5.9	
	Broadcasting or recording studio, (no tower)										P	P	P	P	P	P	P	P	P	P	P	P	P	P				
	Transmitting station (no tower)																		P	P	P	P	P	P				
Transportation on Facility	Airport	S																			S	S	S					
	Bus and passenger train terminal										S	S	P		P	S	S	S	P	P	P	P	P					
	Heliport	S																		S	S	S	S					
Utility	Utility facility, major	S																		S	S	S	P					
	Utility facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
COMMERCIAL USES																												
Agriculture	Agriculture	P																										
	Medical Marijuana Commercial Growing /Cultivation																							P	P			
Animal Sales and Services	Animal pet shop, retail												P		S					P	P	P						
	Animal training school	S																			S	P				3.2.C.1.		
	Kennel	S																			S	P				3.2.C.1.		
	Veterinary clinic/animal hospital	S											S		S					S	P	P				3.2.C.1.		
	Veterinary clinic, large animal	S																								3.2.C.1.		
Financial Service	Financial institution, with drive-thru										S	P	P	S	P	P	S	S	P	P	P							
	Financial institution, without drive-thru										P	P	P	P	P	P	P	P	P	P								

## COMMERCIAL USES

## INDUSTRIAL USES

**SECTION II.** Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A, of the Broken Arrow Zoning Code (No. 2931) is hereby amended to read as follows:

## SECTION II.

**SECTION II.** Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A, of the Broken Arrow Zoning Code (No. 2931) is hereby amended to read as follows:

**TABLE 5.4.1: OFF-STREET PARKING SCHEDULE A**

Use Category	Use Type	Minimum Parking Spaces Required
<b>RESIDENTIAL USES</b>		
<b>Household Living</b>	Dwelling, duplex	2 per unit
	Dwelling, multi-family	2 per unit
	Dwelling, single-family attached	2 per unit
	Dwelling, single-family detached	2 per unit
	Dwelling, mobile home	2 per unit
	Dwelling, zero lot line	2 per unit
	Mobile home park	2 per unit (include visitor parking – 2 spaces per 3 mobile homes)
	Mobile home subdivision	2 per unit (include visitor parking – 2 spaces per 3 mobile homes)
<b>Group Living</b>	Boarding, dormitory, and rooming house	1 per bed
	Group home	1 per 2 beds, plus 1 per 100 square feet of assembly area
	Convalescent home, nursing home, or assisted living facility	1 per 2 beds/rooms (whichever is greater), plus 1 space per 2 employees on largest shift
<b>PUBLIC INSTITUTIONAL USES</b>		
<b>Community Service</b>	Cemetery	See Schedule C
	Crematorium, without funeral parlor or public area	1 space per 400 square feet of office area
	Government administration and civic buildings	1 per 300 square feet
	Municipal or community recreation center	1 per 300 square feet
	Place of assembly	1 per 4 seats in meeting area or 1 per 100 square feet in meeting area without seats
	Public safety facility	1 per 300 square feet
	Art gallery or museum, public	1 per 400 square feet
<b>Cultural Facility</b>	Library, public	1 per 300 square feet
<b>Child Care Facility</b>	Child care center	1 per 400 square feet plus 1 additional space for pick-up and delivery of children
	Day care center / nursery school	1 per 400 square feet plus 1 additional space for pick-up and delivery of children
	Home day care	2 per dwelling unit plus 1 space for day care patrons
<b>Education</b>	College or university	1 per 400 square feet
	Elementary school	1 per 800 square feet
	Middle school or high school	1 per 400 square feet
	Trade school	1 per each 2 students, based on design capacity
<b>Health Care Facility</b>	Medical office or clinic	1 per 250 square feet
	Hospital	1 per 2 beds plus 1 space per 300 square feet of office area
<b>Parks and Open Space</b>	Arboretum or botanical garden	1 per 300 square feet
	Campground	1 per tent site plus 1 per employee on largest shift
	Community playfields and parks	See Schedule C
<b>Telecommunication Facility</b>	Tower (including any facility with tower)	No parking requirement
	Broadcasting or recording studio (no tower)	1 per 300 square feet
	Transmitting station (no tower)	1 per 200 square feet
<b>Transportation Facility</b>	Airport	See Schedule C
	Bus and passenger train terminal	See Schedule C
	Heliport	See Schedule C
<b>Utility</b>	Utility facility, major	See Schedule C
	Utility facility, minor	See Schedule C



**TABLE 5.4.1: OFF-STREET PARKING SCHEDULE A**

Use Category	Use Type	Minimum Parking Spaces Required
<b>COMMERCIAL USES</b>		
<b>Agriculture</b>	Agriculture	See Schedule C
	Medical Marijuana Commercial Growing /Cultivation	1 per 1,500 square feet
<b>Animal Sales and Services</b>	Animal pet shop, retail	1 per 300 square feet
	Animal training school	See Schedule C
	Kennel	1 per 200 square feet
	Veterinary clinic/animal hospital	1 per 200 square feet
	Veterinary clinic, large animal	1 per 200 square feet
<b>Financial Service</b>	Financial institution, with drive-thru	1 per 300 square feet, plus stacking spaces per Section 5.4.E. (Ord No. 3057, adopted 10-06-09)
	Financial institution, without drive-thru	1 per 300 square feet
<b>Food and Beverage Service</b>	Bar/Nightclub	1 per 100 square feet (including outdoor serving/seating areas)
	Catering service	1 per 300 square feet
	Fruit and vegetable market	1 per 300 square feet
	Restaurant, drive-in	1 per 100 square feet (including outdoor serving/seating areas)
	Restaurant, without drive-thru	1 per 100 square feet (including outdoor serving/seating areas)
	Restaurant, with drive-thru	1 per 100 square feet (including outdoor serving/seating areas) plus stacking requirements per Section 5.4.E (Ord No. 3057, adopted 10-06-09)
	Micro food and beverage production	See Schedule B
<b>Office</b>	Office, business or professional	1 per 300 square feet
	Research laboratory	1 per 500 square feet
<b>Recreation and Entertainment, Outdoor</b>	General outdoor recreation	See Schedule C
	Golf course or driving range, unlighted or lighted	Golf course: 6 per hole Driving range: 1.5 spaces per tee Buildings: Additional 1 per 400 square feet
	Major entertainment facility	1 per each four seats provided in the main seating area(s)
	Race track (auto, dog, or horse)	1 per each four seats provided in the main seating area(s)
	RV campground/park	See Schedule C
	Shooting range	1 per bay
	Zoo	See Schedule C
<b>Recreation And Entertainment Indoor</b>	Art gallery or museum, private	1 per 400 square feet
	Fitness and recreational sports center	1 per 250 square feet
	General indoor recreation,	1 per 250 square feet
	Major entertainment facility	See Schedule C
	Movie theatre	1 per each 4 seats provided
<b>Retail (Personal Service)</b>	Dry cleaning and laundry service	1 per 300 square feet
	Funeral services	1 per 4 seats of main assembly room
	General personal services	Under 2,000 square feet (gross floor area): 1 per 250 square feet 2,000 square feet or more (gross floor area): 1 per 300 square feet
	Instructional services	See Schedule C
<b>Retail (Sales)</b>	Alcoholic beverages, retail sale Medical Marijuana, retail sale	1 per 300 square feet
	Convenience store with gas sales	1 per dispensing station plus 1 space per 200 square feet of retail space
	Horticulture nursery sales	1 per 300 square feet
	Open-air market or flea market	See Schedule B
	Retail, general	1 per 300 square feet
	Retail, large	1 space per 300 square feet

TABLE 5.4.1: OFF-STREET PARKING SCHEDULE A		
Use Category	Use Type	Minimum Parking Spaces Required
	Sexually oriented business	Bar, restaurant, or entertainment space: 1 space per 100 square feet; Retail sales/rental space: 1 space per 300 square feet
<b>Vehicles and Equipment</b>	Boat and/or RV storage	1 per 50 vehicles stored
	Car wash	1 per 500 square feet of building area
	Gasoline sales	1 per dispensing station plus 1 space per 200 square feet of retail space
	Parking structure	No requirement
	Vehicle sales and rental	1 per 400 square feet of office sales area, plus 1 space per 1,000 square feet outdoor display area
	Vehicle service and repair, major	1 per 400 square feet
	Vehicle service and repair, minor	1 per 400 square feet
<b>Visitor Accommodation</b>	Bed and breakfast	1 per bedroom, plus 2 spaces for primary residence
	Hotel or motel	1 per room, plus 1 space per employee on largest shift, plus 1 space per 300 square feet of meeting or restaurant and bar area
<b>INDUSTRIAL USES</b>		
<b>Industrial Service</b>	Fossil fuel storage	1 per employee on largest shift
	General industrial service	See Schedule C
<b>Manufacturing and Production</b>	Assembly, light	1 per 1,500 square feet
	Manufacturing, light	1 per 1,500 square feet
	Manufacturing, heavy	1 per 1,500 square feet
<b>Mining and Processing</b>	Minerals and raw materials	See Schedule C
	Oil and gas	See Schedule C
<b>Warehouse and Freight Movement</b>	Mini-storage	1 per 3,000 square feet
	Motor freight terminal	See Schedule B
	Office warehouse	See Schedule B
	Storage yard	See Schedule B
	Warehouse	See Schedule B
	Wholesale establishment	See Schedule B
<b>Waste and Salvage</b>	Auto Salvage Yard	See Schedule C
	Scrap Operations	See Schedule C
	Recycling center (outdoor or indoor)	See Schedule C
	Solid waste disposal	See Schedule C

**SECTION III.** Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance (No. 2931) is hereby amended to read as follows:

**1. Agriculture**

The use of land for purposes including farming, ranching, dairying, pasturage, horticulture, animal and poultry husbandry, and accessory uses.

**a. Medical Marijuana Commercial Growing /Cultivation**

Indoor commercial medical marijuana growing/cultivation as established by Title 63 O.S. § 422A State of Oklahoma. Must be contained within a building per the Building Code adopted by the City of Broken Arrow.

**SECTION IV.** Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance (No. 2931) is hereby amended to read as follows:

**9. Retail (Sales)**

Establishments engaged in the sale, lease, or rent of new or used products to the public. No outdoor display of merchandise is permitted unless specifically authorized by this Ordinance. Accessory uses may include offices, parking, storage of goods, and assembly, repackaging, or repair of goods for on-site sale. Specific use types include, but are not limited to:

**a. *Alcoholic Beverages, Retail Sales***

A retail establishment, such as a liquor store, licensed to sell alcoholic beverages such as beer, wine, and liquor. No on-site consumption is allowed.

**b. *Medical Marijuana, Retail Sales***

A retail establishment, like a Medical Marijuana Dispensary, licensed to sell Medical Marijuana as established by Title 63 O.S. § 421A State of Oklahoma.

- i. 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 line point of the dispensary.

**c. *Convenience Store with Gas Sales (Amended 4-5-11)***

An establishment engaged in the sale of convenience goods, such as but not limited to pre-packaged food items, tobacco, over-the-counter drugs, periodicals, and other household goods; and which also provides the retail sale of petroleum products that are dispensed through gasoline pumps and other supplies for motor vehicles. **(Ord No. 3155 adopted 4-5-11)**

**d. *Horticulture Nursery Sales***

Land or buildings used to raise flowers, shrubs, trees, and other plants for retail sale.

**e. *Open Air Market or Flea Market***

Premises intended for individual vendors who display and sale merchandise in small quantities including but not limited to household goods, appliances, tools, food, and arts and crafts. The display and sale of merchandise may be indoor or outdoor in facilities including but not limited to building, open air, or partially enclosed booths or stalls. This definition does not include retail sidewalk sales or garage sales.

**f. *Retail, General***

Retail establishments not elsewhere classified that provide goods directly to the consumer, including but are not limited to: apparel shops, appliance sales, auto parts store, bait shop, bakeries, bookstores, camera shops, clothing stores, convenience stores without gas pumps, department stores, electronic stores, factory outlet stores, florists, grocery stores, furniture stores, hardware and building material sales, pet shops, pawn shops, pharmacies, shoe stores, and toy stores.

**g. *Retail, Large***

A building that meets the definition of "general retail" and is 75,000 square feet or greater.

**h. Sexually Oriented Business**

- i. Amusement or entertainment businesses which are distinguished or characterized by an emphasis on acts or on materials depicting, describing or relating to Sexual Conduct or Specified Anatomical Areas as defined in this Ordinance, including but not limited to topless or bottomless dancers, strippers, male or female impersonators, or similar entertainment;
- ii. An establishment having as a significant portion of its stock in trade books, film, tape, photographs, magazines, or other periodicals which are distinguished or characterized by an emphasis on depicting or describing Sexual Conduct or Specified Anatomical Areas;
- iii. An enclosed building used for presenting material in a theater, or theater formats, which is distinguished or characterized by an emphasis on depicting or describing Sexual Conduct or Specified Anatomical Areas;
- iv. A motel wherein material is presented, as a part of the motel services, via closed circuit T.V. or otherwise, which is distinguished or characterized by an emphasis on depicting or describing Sexual Conduct or Specified Anatomical Areas;
- v. Any arcade or similar facility to which the public is permitted or invited to make use of coin-operated or slug operated or electronically, electrically or mechanically controlled, still or motion picture machines, projectors, or other image-producing devices which are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis or depicting or describing Sexual Conduct or Specified Anatomical Areas;
- vi. Any place where for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations, electric or magnetic treatments, or any other treatment of manipulation of the human body occurs as part of or in connection with Sexual Conduct; also, any place where any person providing any such treatment, manipulation or service related thereto, exposes Specified Anatomical Areas;
- vii. Any place, other than a university or college art class, where, for any form of consideration or gratuity, figure models who display Specified Anatomical Areas are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying such consideration or gratuity;
- viii. Any building or structure which contains or is used for commercial entertainment where the patron directly or indirectly is charged a fee to engage in personal contact with or to allow personal contact by, employees, devices, or equipment or by personnel provided by the establishment which appeals to the prurient interest of the patron in Sexual Conduct.

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

**SECTION VI.** 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.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

\_\_\_\_\_  
ACTING CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #: 18-1020, Version: 1**

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**Broken Arrow Planning Commission  
08-30-2018**

**To: Chairman and Board Members**  
**From: Development Services Department**  
**Title:**

**Public hearing, consideration, and possible action regarding the proposed changes to Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance**

Modifications to the Broken Arrow Zoning Ordinance are being proposed that will establish regulations for Retail Medical Marijuana Dispensaries and Medical Marijuana Commercial Growing/Cultivating facilities. The reason for this update is in regards to the recent passage of State Question 788 and the subsequent change to Title 63 O.S.

As these particular use types were not something that was envisioned with the 2008 City of Broken Arrow Zoning Ordinance, it is necessary to adjust the zoning code to new uses that have become legal by Oklahoma law. Through many meetings, staff has drafted the proposed modifications to Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance.

It is proposed to add two subcategories to Section 3.1.F (Table 3.1-1) *Table of Allowed Uses*. These subcategory uses being *Medical Marijuana Commercial Growing/Cultivation* and *Medical Marijuana Retail Sales*.

Through research staff has determined most medical marijuana growth is conducted in an enclosed facility. Staff has determined that this type of environment would best be established in IL (Industrial Light) or IH (Industrial Heavy) zoning districts. This use must be done within a building.

Staff looked closely to related uses for Medical Marijuana Dispensary. Title 63 O.S. § 420A states that all applicants (for a medical marijuana license) must be eighteen (18) years or older. A special exception is granted to an applicant under the age of eighteen (18), however these applications must be signed by two (2) physicians and the applicant's parent or legal guardian, but a caregiver who is 18 years or older must make the purchase. In addition it states that a Medical Marijuana Dispensary cannot be located within one thousand (1,000) feet from any public or private school entrance. The zoning code defines schools as public or private facilities for College & Universities, Elementary, Middle, or High School, and Trade Schools. The zoning code does specifically state that Child Care Facilities do not include public or private schools.

When beginning their analyses, staff first thought of classifying the Medical Marijuana Dispensary/Retail Sales use similar to pharmacies. Pharmacies are a permitted use in the use group of General Retail. But when comparing a pharmacy type use, staff looked at companies like Walgreens and CVS. These types of facilities are not restricted by law on all sales by age nor by location to a school or other facility. As most general retail does not have such limitations, it was determined that the general retail use was not the best category to define a Medical Marijuana Dispensary/Retail Sales. Staff concluded that such a use most closely related to Alcoholic beverage Retail Sales as the purchase of Medical Marijuana is strictly regulated by age and by distance to schools (public or private). By doing so, this use would be permissible in the CM (Commercial Mixed Use), DM (Downtown Mixed Use), CN (Commercial Neighborhood), CG (Commercial Neighborhood), and CH (Commercial Heavy) zoning districts while also being permissible within Area 6 and 7 of the Downtown Residential Overlay District.

The proposed modification of Section 5.4 (Table 4.4.1) *Off-Street Parking Schedule A* is to add a subcategory to the parking requirements for Medical Marijuana Commercial Growing / Cultivation. The proposed parking requirement is the same standard as other industrially zoned developments.

The proposed modification to Section 10.3.D.1 *Definitions of General Use Categories and Specific Use Types* is to add a definition for Medical Marijuana Commercial Growing/Cultivation. It is defined as Indoor commercial medical marijuana growing /cultivation as established by Title 63 OS. §422A State of Oklahoma.

The proposed modification to Section 10.3.D.1 *Definitions of General Use Categories and Specific Use Types* is to add a definition for Medical Marijuana, Retail Sales. It is defined as a retail establishment, like a Medical Marijuana Dispensary, licensed to sell Medical Marijuana as established by Title 63 O.S. § 421A State of Oklahoma.

In addition, the ordinance proposes to reinforce the state requirement that 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 line point of the dispensary.

Medical Marijuana Processing (creation of product) will be interpreted by staff to be a permissible use under the subcategory of Manufacturing Light which is only permissible in the IL (Industrial Light) or IH (Industrial Heavy) zoning districts. This use must be done within a building.

The Planning Commission has the ability to revise these recommendations. They can add additional requirements or reduce requirements.

**Attachments:**

Modifications to Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance

Map of possible locations of Medical Marijuana Dispensary/Retail Sales within the City of Broken Arrow

**Recommendation:**

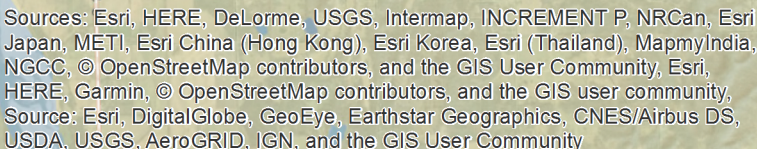
Recommend approval of modifications to Section 3.1.F (Table 3.1-1) Table of Allowed Uses; and Section 5.4 (Table 4.4.1) Off-Street Parking Schedule A; and Section 10.3.D.1 Definitions of General Use Categories and Specific Use Types; and Section 10.3.D.9 Definitions of General Use Categories and Specific Use Types of the Broken Arrow Zoning Ordinance, as presented, and an Ordinance be drafted for City Council approval.

**Prepared By: Larry R. Curtis**

**Approved By: Michael W. Skates**

LRC







# City of Broken Arrow

## Request for Action

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**File #:** 18-1110, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-18-2018**

**Title:**

Consideration, discussion, and possible adoption of Ordinance No. 3541, an ordinance amending Chapter 26, Emergency Medical Services, of the City of Broken Arrow Code of Ordinances, Section 26-8 Insurance Provision, Subrogation and Assignment; specifically providing the percentage of an emergency medical services bill to be paid by the subscriber to the City's Medical Service Program who is uninsured; repealing all ordinances to the contrary; and declaring an emergency

**Background:**

Ordinance No. 3541 amends Chapter 26, Section 8, Insurance Provision, Subrogation and Assignment of the Broken Arrow Code changing the "State or Federal Health Care Program" to the "State or Federal Medical Care Program". This Amendment clarifies the differences in the insurance industry regarding medical services, and clarifying the section by adding "All persons subscribing to the City's Medical Services Program who are uninsured shall be liable for sixty percent (60%) of their total emergency medical services bill as set forth 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:** Ordinance No 3541

**Recommendation:**

Adopt Ordinance No. 3541 and approve the emergency clause.



**Ordinance No. 3541**

**An ordinance amending Chapter 26, Emergency Medical Services, of the City of Broken Arrow Code of Ordinances, Section 26-8 Insurance Provision, Subrogation and Assignment; specifically providing the percentage of an emergency medical services bill to be paid by the subscriber to the City's Medical Service Program who is uninsured; 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 26-8, Insurance Provision Subrogation and Assignment, is hereby amended to read as follows:

**Section 26-8 Insurance Provision, Subrogation and Assignment**

All persons subscribing to the City's Medical Service Program shall provide information on their insurance coverage and/or participation in a state or federal medical care program. All persons subscribing shall further be deemed to have agreed to an assignment to the City of all their right and entitlement to the benefits of any insurance or state or federal health care programs attributable to emergency medical services provided by the City pursuant to this Chapter. Similarly, all residents of the City subject to the provisions of this Chapter shall be obligated to pay for emergency medical services in a sum equivalent to their insurance coverage. Any person receiving insurance benefits and failing to pay emergency medical services to the city shall be liable for the same. All persons subscribing to the City's Medical Services Program who are uninsured shall be liable for sixty percent (60%) of their total emergency medical services bill as set forth in the Manual of Fees.

**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 18<sup>th</sup> day of September, 2018.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

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CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #: 18-1112, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-18-2018**

**Title:**

Consideration, discussion, and possible adoption of Ordinance No. 3542, 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. Ordinance No. 3542 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. Ordinance No. 3542 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:** Ordinance No. 3542

**Recommendation:**

Adopt Ordinance No. 3542 and approve the emergency clause.

**Ordinance No. 3542**

**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.*

- (7) Permit means a current and valid Permit for a Medical Marijuana Dispensary, Commercial Grower or Marijuana Processor issued under this Ordinance, which shall be granted to a Permit Holder only for and limited to a specific Permitted Premises and specific Permitted Property.
- (8) Permit Holder means the person that holds a current and valid Permit issued under this Ordinance.
- (9) Permitted Premises means the particular building or buildings within which the Permit Holder will be authorized to conduct the Facility's activities pursuant to the Permit. Permitted Property means the real property comprised of a lot, parcel or other designated unit of real property upon which the Permitted Premises is situated.

#### SECTION 7-364 Permit Required; General Provisions.

- A. No person shall operate a Medical Marijuana Dispensary, Commercial Grower or Marijuana Processor at any time or at any location within the City of Broken Arrow unless a currently effective Permit for that Person at that location has been issued under this Ordinance.
- B. A Medical Marijuana Dispensary, Commercial Grower or Marijuana Processor shall operate only as allowed under this Ordinance.
- C. The requirements set forth in this Ordinance shall be in addition to, and not in lieu of, any other licensing or permitting requirements imposed by applicable federal, state or local laws, regulations, codes or ordinances.
- D. A Permit and Renewal Permit shall not confer any vested rights or reasonable expectation of subsequent renewal on the Applicant or Permit Holder, and shall remain valid only until the August 25<sup>th</sup> immediately following its approval.
- E. It is the sole and exclusive responsibility of each Permit Holder or Person applying to be a Permit Holder to immediately provide the City of Broken Arrow with all material changes in any information submitted on an Application and any other changes that may materially affect any Commercial Establishment License or City of Broken Arrow Permit.
- F. No Permit issued under this Ordinance may be assigned or transferred to any Person unless the assignee or transferee has submitted an Application and all required fees under this Ordinance and has been granted a Permit by the City of Broken Arrow. No Permit issued under this Ordinance is transferrable to any other location except for the Permitted Premises.



- G. The original Permit issued under this Ordinance shall be prominently displayed at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement and administrative authorities.
- H. No Permit shall be granted or renewed for a Medical Marijuana Dispensary, Commercial Grower or Marijuana Processor in a residence.

#### SECTION 7-365 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 25<sup>th</sup> 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 Development Services prior to commencing operation.
  - 1. Prior to issuance of a Medical Marijuana Dispensary permit, the physical address of the proposed Medical Marijuana Dispensary will be subject to a property inspection by an authorized City Inspector to insure compliance with all City Codes. The property inspection will occur at a time scheduled and approved by both the applicant and City Inspector. The applicant is required to be present during the inspection. All structures, equipment and apparatuses shall comply with all building and fire codes adopted by the State of Oklahoma and City of Broken Arrow.
- 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.
  12. One copy of all of the following:
    - a. All documentation showing the proposed Permit Holder's valid tenancy, ownership or other legal interest in the proposed Permitted Premises. If the Applicant is not the owner of the proposed Permitted Premises, a notarized statement from the owner of such property authorizing the use of the property for a Medical Marijuana Dispensary.
    - b. A valid, unexpired driver's license or state issued ID for all owners, directors, officers and managers of the proposed Facility.
    - c. Evidence of a valid sales tax license for the business if such a license is required by state law or local regulations.
    - d. Application for Sign Permit, if any sign is proposed.
    - e. Any other information reasonably requested by the City of Broken Arrow to be relevant to the processing or consideration of the Application.
- 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 7-366 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 25<sup>th</sup> 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 Development Services prior to commencing operation.
  1. Prior to issuance of a Commercial Grower permit, the physical address of the proposed Commercial Grower will be subject to a property inspection by an authorized City Inspector to insure compliance with all City Codes. The property inspection will occur at a time scheduled and approved by both the applicant and City Inspector. The applicant is required to be present during the inspection. All structures, equipment and apparatuses shall comply with all building and fire codes adopted by the State of Oklahoma and City of Broken Arrow.
- 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.
  12. One copy of all of the following:
    - a. All documentation showing the proposed Permit Holder's valid tenancy, ownership or other legal interest in the proposed Permitted Premises. If the Applicant is not the owner of the proposed Permitted Premises, a notarized statement from the owner of such property authorizing the use of the property for a Medical Marijuana Dispensary.
    - b. A valid, unexpired driver's license or state issued ID for all owners, directors, officers and managers of the proposed Facility.
    - c. Evidence of a valid sales tax license for the business if such a license is required by state law or local regulations.
    - d. Application for Sign Permit, if any sign is proposed.
    - e. Any other information reasonably requested by the City of Broken Arrow to be relevant to the processing or consideration of the Application.
- 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 would be located within one thousand (1,000) feet from any public or private school entrance. The distance specified shall be measure from any entrance of the school to the nearest property point of the dispensary.
  2. A Commercial Grower Permit will not be granted to any applicant where the proposed location is not allowed by the Broken Arrow Zoning Ordinance.

#### H. Conditions of Operation for Commercial Grower.

1. All Commercial Grower facilities shall be located within an entirely enclosed and secured structure.
2. All Commercial Grower facilities must be constructed in such a manner that the growing of the medical marijuana plants cannot be seen by the public from the public right of way.
3. All Commercial Grower facilities shall comply with all building and fire codes adopted by the State of Oklahoma and the City of Broken Arrow.
4. All Commercial Grower facilities must be properly vented so as to not create humidity, mold or other related problems.
5. All Commercial Grower facilities shall be conducted in a manner that does not constitute a public nuisance. A public nuisance may be deemed to exist if growing marijuana produces light, glare, heat, noise, odor or vibration that is detrimental to public health, safety or welfare or interferes with the reasonable enjoyment of life and property.

#### SECTION 7-367 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 25<sup>th</sup> 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 Development Services prior to commencing operation.
  1. Prior to issuance of a Marijuana Processor permit, the physical address of the proposed Marijuana Processor will be subject to a property inspection by an authorized City Inspector to insure compliance with all City Codes. The property inspection will occur at a time scheduled and approved by both the applicant and City Inspector. The applicant is required to be present during the inspection. All structures, equipment and apparatuses shall comply with all building and fire codes adopted by the State of Oklahoma and City of Broken Arrow.

- 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.
  12. One copy of all of the following:
    - a. All documentation showing the proposed Permit Holder's valid tenancy, ownership or other legal interest in the proposed Permitted Premises. If the Applicant is not the owner of the proposed Permitted Premises, a notarized statement from the owner of such property authorizing the use of the property for a Medical Marijuana Dispensary.
    - b. A valid, unexpired driver's license or state issued ID for all owners, directors, officers and managers of the proposed Facility.
    - c. Evidence of a valid sales tax license for the business if such a license is required by state law or local regulations.
    - d. Application for Sign Permit, if any sign is proposed.
    - e. Any other information reasonably requested by the City of Broken Arrow to be relevant to the processing or consideration of the Application.
- 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 Commercial Grower 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 measure from any entrance of the school to the nearest property point of the dispensary.
  - 2. A Marijuana Processor Permit will not be granted to any applicant where the proposed location is not allowed by the Broken Arrow Zoning Ordinance.
- H. Conditions of Operation for Commercial Grower.
  - 1. All Marijuana Processor facilities must be constructed in such a manner that the processing of the medical marijuana cannot be seen by the public from the public right of way.
  - 2. All Marijuana Processor facilities shall be located within an entirely enclosed and secure structure.
  - 3. All Marijuana Processor facilities shall comply with all building and fire codes adopted by the State of Oklahoma and the City of Broken Arrow.
  - 4. All Marijuana Processor facilities must be properly vented so as to not create humidity, mold or other related problems.
  - 5. All Marijuana Processor facilities shall be conducted in a manner that does not constitute a public nuisance. A public nuisance may be deemed to exist if growing marijuana produces light, glare, heat, noise, odor or vibration that is detrimental to public health, safety or welfare or interferes with the reasonable enjoyment of life and property.

#### SECTION 7-368 Approval, Issuance, Denial and Appeal.

- A. All inspections, review and process of any Application under this Ordinance shall be completed within ninety (90) days of receipt of a complete Application and all required fees. Development Services shall approve or deny the Permit within one hundred twenty (120) days of receipt of the completed Application and fees. The processing time may be extended upon written notice by Development Services for good cause, and any failure to meet the required

processing times shall not result in the automatic grant of the Permit. Any denial must be in writing and must state the reason(s) for denial. Any final denial of a Permit may be appealed to a court of competent jurisdiction; provided that the pendency of an appeal shall not stay or extend the expiration of any Permit. The City of Broken Arrow has no obligation to process or approve any incomplete Application, and any times provided under this Ordinance shall not begin to run until the City of Broken Arrow receives a complete Application as determined by Development Services. A determination of a complete Application shall not prohibit the Township from requiring supplemental information.

- B. Renewal Applications shall require approval by Development Services and shall be submitted to and received by Development Services not less than sixty (60) days prior to the expiration of the annual Permit. A Permit Holder whose Permit expires and for which a complete Renewal Application has not been received by the expiration date shall be deemed to have forfeited the Permit under this Ordinance. The City of Broken Arrow will not accept Renewal Applications after the expiration date of the Permit. The same requirements that apply to all new Applications for a Permit apply to all Renewal Applications.

#### SECTION 7-369 Operational and Business Plan Requirements for Medical Marijuana Dispensary, Commercial Grower and Marijuana Processor Permit Holders

- A. Business and Operation Plan. All Applicants for a Medical Marijuana Dispensary Permit, Commercial Grower Permit and/or Marijuana Processor Permit shall submit a business and operations plan with their Application showing in detail the Medical Marijuana Dispensary's, Commercial Grower's and/or Marijuana Processor's proposed plan of operation, including without limitation, the following:
  - 1. A description of the type of Facility proposed and the anticipated or actual number of employees.
  - 2. A description by category of all products to be sold.
  - 3. A list of Material Safety Data Sheets for all nutrients, pesticides and other chemicals proposed for use in the Facility.
  - 4. A description and plan of all equipment and methods that will be employed to stop any impact to adjacent uses, including enforceable assurances that no odor will be detectable from outside of the Permitted Premises.
  - 5. A plan for the disposal of Marijuana and related byproducts that will be used in the Facility.
  - 6. A security plan which shall include a general description of the security systems and confirmation that those systems will meet State requirements and be approved by the State prior to commencing operations.



- B. Operational Requirements. All Permit Holders shall at all times comply with the following operational requirements, which the City of Broken Arrow may review and amend from time to time as it determines reasonable.
1. All Permitted Premises shall comply with all respective applicable codes of the local zoning, building and health departments. The Facility must hold a valid local Permit and Commercial Establishment License for the type of Facility intended to be carried out on the Permitted Property. The Facility operator, owner or Licensee must have documentation available that local and State sales tax requirements, including holding any licenses, if applicable, are satisfied.
  2. No Permit Holder shall be permitted to operate from a moveable, mobile or transitory location except as allowed under the Oklahoma State Department of Health rules that authorize and license the transportation of medical marijuana. No person under the age of eighteen (18) shall be allowed to enter into the Permitted Premises without a parent or legal guardian.
  3. All activities of a Medical Marijuana Dispensary, Commercial Grower and Marijuana Processor, including without limitation, distribution, growth, cultivation, or the sale of Marijuana and all other related activity permitted under the Permit Holder's License or Permit must occur indoors. The Facility's operation and design shall minimize any impact to adjacent uses, including the control of any odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.
  4. Waste Disposal. The Permit Holder, owner and operator of the Facility shall use lawful methods in controlling waste or by-products from any activities allowed under the Permit.
  5. The City of Broken Arrow may impose such reasonable terms and conditions on a Medical Marijuana Dispensary, Commercial Grower and Marijuana Processor as may be necessary to protect the public health, safety and welfare, and to obtain compliance with the requirements of this Ordinance and applicable law.

#### SECTION 7-370 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.

- C. Growing medical marijuana shall not be conducted in a manner that constitutes a public nuisance. A public nuisance may be deemed to exist if growing marijuana produces light, glare, heat, noise, odor or vibration that is detrimental to public health, safety or welfare or interferes with the reasonable enjoyment of life and property.

#### SECTION 7-371 Additional Regulations:

1. The smell of noxious odor emitted from smoking or consumption of medical marijuana by a person possessing a valid state issued medical marijuana license shall constitute a public nuisance.
2. Smoking and vaping marijuana shall be prohibited on all city property including vehicles, buildings, parks or other facilities.
3. Revocation or suspension of Municipal issued marijuana license; hearing.
  - a. The City Manager or designee shall revoke or suspend a license issued under this Article on any of the following grounds:
    - i. Violation of City ordinance, State law or Department of Health regulations governing medical marijuana.
    - ii. The license was procured by fraudulent conduct or false statement of a material fact or a fact concerning the applicant was not disclosed at the time of the application, and such fact would have constituted just cause for refusal to issue the license.
  - b. Prior to suspension or revocation the permittee shall be given notice of the proposed action to be taken and shall have an opportunity to be heard before the City Manager or designee. If an employee has been designated by the City Manager, such designee shall make a report to the City Manager together with a recommendation as to whether the license should be suspended or revoked.
  - c. Revocation of any Department of Health Marijuana License shall result in the immediate revocation of any City issued permit under this Article.
4. Any person or entity applying for or issued a Permit by the City of Broken Arrow under this Article shall comply with all State law and Department of Health rules and regulations.

**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 18th day of September, 2018.

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MAYOR

ATTEST:

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(seal) CITY CLERK

APPROVED:

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ACTING CITY ATTORNEY