



**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, October 2, 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.     [18-1164](#)       Approval of City Council Special Meeting Minutes of September 25, 2018

**Attachments:**   [9-25-2018 Special City Council Minutes](#)

- B.     [18-1011](#)       Approval of City Council Meeting Minutes of September 18, 2018

**Attachments:**   [9-18-2018 City Council Meeting Minutes](#)

- C.     [18-1159](#)       Approval of and authorization to execute a Fourth Amendment to  
Employment Agreement, by and between the City of Broken Arrow,  
Oklahoma and Michael L. Spurgeon

**Attachments:**   [FOURTH AMENDED EMPLOYMENT AGREEMENT](#)

- D.     [18-1148](#)       Approval of and authorization to execute a Professional Services Contract  
for Right of Way/Property Acquisition Services for various City Projects  
with RJP Real Estate Services, LLC

**Attachments:**   [Professional Services Agreement](#)

- E.     [18-1111](#)       Award the most advantageous bid to Armscor for the purchase of rifle  
ammunition

**Attachments:**   [FY19 Bid Tab 19.113 Duty Ammunition](#)

- F. [18-1120](#) Award the most advantageous bid to Rush Truck Center for the purchase of one (1) dump truck for the Streets and Stormwater Department
- Attachments:** [Bid Tab 19.110](#)
- G. [18-1116](#) Approval of and authorization to purchase one (1) ½-ton crew cab pickup truck from John Vance, pursuant to the Oklahoma Statewide Vehicle Contract, for the Police Department
- Attachments:** [FY19 Half Ton Crew Cab Truck](#)
- H. [18-1152](#) Approval of and authorization to execute a Change Order CO2 for Construction Contract 176038/176040; Events Park Regional Playground and Pavilions
- Attachments:** [Change Order C02](#)
- I. [18-1144](#) Acceptance of a Temporary Construction Easement for the Haikey Creek Sewer repair located at 4501 W Washington Street in NE/4 of the NW/4 of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from the Robert and Gwendolyn McCullough
- Attachments:** [Temporary Construction Easement](#)
- J. [18-1156](#) Approval of PT16-108A, Conditional Final Plat, North Rose Business Park, 13.20 acres, 13 lots, RM, R-2, CN, and CH to IL/PUD-253A, north of Kenosha Street, one-quarter mile east of Elm Place
- Attachments:** [1-Published PC Factsheet](#)  
[2-CHECKLIST.NORTH ROSE BUSINESS PARK](#)  
[3-CONDITIONAL FINAL PLAT AND COVENANTS](#)
- K. [18-1155](#) Approval of PT18-102, Conditional Final Plat, Silverleaf II, 121 lots, 31.17 acres, A-1 to PUD-225/RS-3, one-quarter mile north of Omaha Street, west of 37th Street
- Attachments:** [1-Published PC Factsheet](#)  
[2-SUBDIVISION CHECKLIST.SILVERLEAF II](#)  
[3-CONDITIONAL FINAL PLAT AND COVENANTS.SILVERLEAF II](#)
- L. [18-58](#) Approval of the Broken Arrow City Council Claims List for October 02, 2018
- Attachments:** [10-02-18 CL.pdf](#)

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

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

- A. [18-1115](#) Presentation by Development Services Director Michael Skates and Emergency Management Director Jamie Ott on Safe Room Rebate Program

**Attachments:** [Basic Information about ISR Programs](#)  
[BA Saferoom Instructions & Guidelines](#)  
[ISR Power Point - Broken Arrow-October 2018](#)  
[Notice of Intent](#)  
[VPN FOR BROKEN ARROW ISR - SEPT2018](#)

**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. [18-1158](#) Consideration, discussion, and possible approval of projects to be included in the sale of General Obligation ("GO") Bonds, Series 2018B, Series 2018C and Series 2018D

**Attachments:** [10-02-18 2014 GO Bond Authorization Project Listing](#)  
[10-02-18 2018 GO Bond Authorization Project Listing](#)

- B. [18-1150](#) Consideration, discussion, and possible approval of and authorization to execute a Use Agreement with Patio Condominium Homeowners Association, Inc., for the 9th Street Improvements, Elgin to El Paso (Project No. ST1210)

**Attachments:** [Use Agreement with Patio Condominium Home Owner's Association](#)

- C. [18-1145](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1135, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3, which consists of 0.25 acres of permanent Right-of-Way and a Temporary Construction Easement for Parcel 3A which consists of 0.10 acres for 9th Street Improvements, Elgin to El Paso, located at 303/307/309 S 9th Street in the NW/4 of Section 12, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from the Patio Condominium Homeowners Association, Inc., for the 9th Street Improvements, Elgin to El Paso, Parcel 3, 3A (Project No. ST1210)

**Attachments:** [Resolution 1135](#)  
[General Warranty Deed](#)  
[Temporary Construction Easement](#)

- D. [18-1147](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1137, a Resolution authorizing the Acting City Attorney to Agree to Judgment in the case of the City of Broken Arrow v. B-Z Properties LLC., Case No. CV-18-22 in Wagoner County District Court and directing the Acting City Attorney to prepare and file the necessary documents to effectuate settlement, including a Journal Entry of Judgment for the Court's approval
- Attachments:** [RESOLUTION NO 1137](#)
- E. [18-1146](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1138, a Resolution authorizing the Legal Department to file an answer agreeing to vacate a part of the amended plat of Lynn Lane Industrial Park, generally located east of Lynn Lane south of Houston Street, and waiving any objections to the Petition to Vacate in the matter of Alfa Laval, Inc., v. City of Broken Arrow et al., Tulsa County District Court Case No. CV-2018-01173
- Attachments:** [RESOLUTION NO 1138](#)
- F. [18-1157](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1139, a Resolution approving action taken by the Broken Arrow Municipal Authority authorizing the issuance of its Promissory Note in principal amount not to exceed \$21,305,000 to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement between the City and the Authority and containing other provisions relating thereto
- Attachments:** [10-02-18 Resolution 1039](#)
- G. [18-1167](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1141, a Resolution of the Broken Arrow City Council declaring an emergency as a result of a bridge failure resulting in undermining of the roadway on South Poplar between West Oakridge Street and West Pittsburg Court; activation of the City's Emergency Operation Protocols, including waiving state and local provisions pertaining to competitive bidding as allowed by law; authorizing an informal bidding process; authorizing the city manager to execute emergency contracts as necessary for repairs and any subsequent critical events; ratifying all prior actions of the city manager, including the purchase of necessary materials for repair of the bridge and the closure of South Poplar Avenue; providing for the termination and extension of the provisions of this resolution; and directing the City Manager to carry out all applicable provisions
- Attachments:** [Resolution 1141](#)



- H. [18-1149](#) Consideration, discussion, and possible approval to reject all bids for construction of the Nienhuis Park Sand Volleyball Courts (Project No. 186023) and find that the best interests of the City of Broken Arrow will be served by the rejection

**Attachments:** [180919 Certified Bid Tab 186023](#)

- I. [18-1121](#) Consideration, discussion, and possible approval to withdraw the purchase of one (1) 3/4-ton crew cab truck from Bill Knight Ford due to a pricing and option change on the statewide vehicle contract; and possible approval and authorization to purchase one (1) 3/4-ton crew cab truck from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract, for the Information Technologies Department

**Attachments:** [State contract 1000009355 3-4 crew cab IS bid tab](#)

**10. Preview Ordinances - NONE**

**11. Ordinances - NONE**

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

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

**14. Executive Session**

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

1. Potential litigation, including potential resolution of Lamont Tharps v. City of Broken Arrow, a pending tort claim, 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 Cloudi Mornings, LLC vs. City of Broken Arrow et al., Tulsa County District Court Case Number CV-2018-1213, 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 litigation and possible litigation and that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding in the public interest. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

**15. Adjournment**

**NOTICE:**

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

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

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

POSTED this \_\_\_\_ day of \_\_\_\_\_, 2018, at \_\_\_\_\_ a.m./p.m.

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 18-1164, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Approval of City Council Special Meeting Minutes of September 25, 2018

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:** \$27.36

**Funding Source:** City Clerk Operational Fund

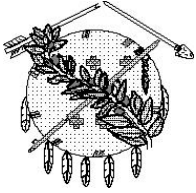
**Requested By:** Russell Gale, Assistant City Manager of Administration

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

**Attachments:** 9 25 18 City Council Special Meeting Minutes

**Recommendation:**

Approve the minutes of September 25, 2018 for the City Council Special 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 25, 2018**

**Time 5:00 p.m.**

**Council Chambers**

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**1. Call to Order**

Mayor Craig Thurmond called the meeting to order at approximately 5:00 p.m.

**2. Roll Call**

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

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

Mayor Thurmond led the Pledge of Allegiance to the Flag.

**4. General Council Business**

**18 1126 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1136, a Resolution approving an amendment to the Fiscal Year 2019 Amended 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**

Assistant City Attorney, Kim Slinkard, reported Staff recommended Council amend the recently adopted Manual of Fees. She reported, specifically, Staff recommended a medical marijuana license fee change for dispensaries, growers and processors. She reported Staff analyzed the cost of processing this type of license and determined it would cost Staff approximately \$1,000 dollars for the initial license, and approximately \$700 dollars for the renewal. She stated she would be happy to answer any questions.

City Manager, Michael Spurgeon, reported he had felt \$2,500 dollars was a reasonable fee, but it had been brought to his attention that perhaps it was not, and following discussion with Larry Curtis, Plan Development Manager, and Trevor Dennis, Acting City Attorney, he asked City Council to consider the fee change. He stated he did not personally approve the fee change, as he felt there were many reasons to keep the fee higher, but he asked Council to discuss and decide.

Council Member Mike Lester asked if \$1,000 covered staff expense for processing. City Manager Spurgeon responded in the affirmative; however, additional unanticipated cost to the city could be incurred as this was a new process. He stated he anticipated the fee would be adjusted next year once the city understood exactly what would go into the permit process.

Vice Mayor Eudey stated the legislative piece indicated \$750 dollars for the initial application fee and \$450 dollars for renewal, and now \$1,000 dollars initial and \$700 dollars renewal was recommended. He asked if it would be a problem as the legislative piece read differently and was staff certain that the cost was higher than first determined. Ms. Slinkard responded when the legislative piece was initially posted, calculations were made low to be safe; however, the cost had been thoroughly analyzed since. She explained this was a new and unique field, the city had no guidance from State Legislature and it was unknown what it would actually cost the city; however, this was the best possible educated estimate. Council Member Lester asked if the city was required to wait an entire year before changing the fee if processing cost was found to be higher. City Manager Spurgeon responded in the negative. Council Member Lester stated he wanted to be certain if the fees were raised the residents understood it was not arbitrary, it was necessary to cover cost. Ms. Slinkard concurred and stated she hoped the State would provide guidance soon. She stated the Legal Department was given ninety days to enact criminal ordinances, zoning, ordinances, licensing, application processes, etc. She explained this was a very unusual situation and ninety days was a very short time period in which to complete the enactment.

City Manager Spurgeon stated he felt it was important to discuss said fees and as the City became more experienced with the process, the fees would be adjusted accordingly. Mayor Thurmond asked if the City could reevaluate the cost and make adjustments as soon as four months into the process. Assistant City Attorney Slinkard responded in the affirmative. Council Member Debra Wimpee stated the fees would not be retroactive once changed. Ms. Slinkard concurred. Vice Mayor Eudey asked if there was a chart which listed how the cost

was broken down and calculated. Ms. Slinkard responded in the affirmative; Development Services had a chart which listed the estimated cost for each item in the application process.

Council Member Johnnie Parks stated he was not opposed to making this change, since as he understood it, there would be many changes moving forward due to the lack of guidance from the State level; however, he was uncomfortable changing the fee during this Special Meeting, after being served a law suit today. Ms. Slinkard reported the proposed fee change was posted well in advance of the city being served the law suit and had nothing to do with the law suit. She reported citizens had called and complained to staff regarding the cost of the application fee, and after speaking with the City Manager regarding said complaints the cost of processing the license was analyzed. She stated she felt this would be a positive in the law suit as it showed the city had analyzed the expense. Council Member Parks stated he wanted to be certain this was not a response to the law suit, but was an effort to be fair to the citizens of Broken Arrow in identifying the cost of the application process. Ms. Slinkard indicated it was indeed an effort to be fair to the Citizens of Broken Arrow.

City Manager Spurgeon stated while the law suit could not currently be discussed, if City Council desired, a special discussion could be held on Thursday or Friday morning; otherwise, Council would receive an update during the Executive Session at the next City Council Meeting.

MOTION: A motion was made by Mike Lester, seconded by Scott Eudey.  
**Move to approve and authorize execution of Resolution No. 1136, indicating an initial application fee for medical marijuana dispensaries, growers and processors of \$1,000 dollars, with a renewal application fee of \$750 dollars**

The motion carried by the following vote:

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

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

There were no Remarks and Inquiries by Governing Body Members.

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

City Manager Spurgeon thanked City Council for meeting on such short notice and for consideration of this item.

**7. Adjournment**

The meeting adjourned at approximately 5:09 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 #:** 18-1011, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Approval of City Council Meeting Minutes of September 18, 2018

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:** \$325.28

**Funding Source:** City Clerk Operational Fund

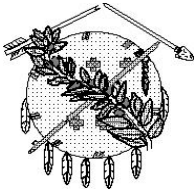
**Requested By:** Russell Gale, Assistant City Manager of Administration

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

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

**Recommendation:**

Approve the minutes of September 18, 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 18, 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 Ray Mills.

**3. Roll Call**

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

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

Council Member Mike Lester led the Pledge of Allegiance to the Flag.

**5. Consideration of Consent Agenda**

Mayor Thurmond reported Item K was to be removed from the Consent Agenda. He asked if there were any other items to be removed from the Consent Agenda. There were none.

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

**Move to approve the Consent Agenda excluding Item K**

The motion carried by the following vote:

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

- A. 18 1010 Approval of City Council Meeting Minutes of September 4, 2018**
- B. 18 1109 Approval of Special City Council Meeting Minutes of September 4, 2018**
- 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")**
- 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**
- 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**
- 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**
- 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**
- H. 18 1090 Approval of and authorization to purchase Cisco Smartnet Maintenance Services from Chickasaw Telecom, Inc. pursuant to the Oklahoma Statewide Contract**
- 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**
- 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**
- 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**
- 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**

- M. 18 1092 Notification of Change Orders or Work Orders with a value of less than \$25,000 on Public Contracts
- 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
- 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
- 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)
- 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

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

- 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**  
 Director of Engineering and Construction Alex Mills reviewed Item K from the Consent Agenda. He stated the Item before Council was the award of the lowest responsible bid for a Wolf Creek Subdivisions construction contract to Bright Lighting, Inc. He reported this was part of the 2014 GO Bond. He reported the Subdivision consisted predominantly of concrete streets; the project included concrete patching, curb and gutter, asphalt, and mill and overlay where appropriate. He reported the plans were completed in-house, the project was advertised on August 13<sup>th</sup>, 2018 and August 20<sup>th</sup>, 2018, and bids were received on September 11<sup>th</sup>, 2018. He reported there were two responsive bidders and the low bid was received from Bright Lighting, Inc. dba as BL Tower Construction. He indicated he was not familiar with Bright Lighting, Inc. personally, but Bright Lighting's references had been checked and approved, and a Broken Arrow Construction Administrator knew and highly recommended Bright Lighting. He requested City Council's approval of Item K.

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

**Move to approve Item K**

The motion carried by the following vote:

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

#### 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**

Community Relations Liaison Jennifer Hooks reported this was the 18<sup>th</sup> year of the Youth City Council Program which was started in 2001 by Mayor Wade McCaleb. She stated the new Youth City Council Members included eleven Juniors from various high schools around Broken Arrow and one new Senior Member. Ms. Hooks called the new members forward to commence the swearing in ceremony.

Acting City Attorney Trevor Dennis administered the Oath of Office for the new members of the Youth City Council. He congratulated the new members.

Council Member Parks encouraged the Youth Counselors to attend City Council Meetings occasionally and to introduce themselves to the City Council Members. He congratulated the new Youth City Council Members.

- B. 18 1113 **Presentation regarding the road closures for Evans Road Railroad Crossing in association with Union Pacific Railroad Rehabilitating the Crossing**

Director of Engineering and Construction Alex Mills reported he had been notified by Union Pacific Railroad that rehabilitation construction would be conducted on the railroad crossing south of Highway 51 on South 225<sup>th</sup>, Evans Road. He indicated the traffic control plans were included in the City Council information packet and this was a one day closure, from 8 a.m. until 5 p.m. He stated the City was not involved in the rehabilitation directly, but he felt it was important for City Council and the public to be aware of the activity. He asked if there were questions. There were none.



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

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

**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**
- Plan Development Manager, Larry Curtis, reported the applicant proposed to develop the site in phases to include an Event Center with a wedding chapel, banquet facility, and site improvements. He stated other proposed features were a vineyard and greenhouse, a bridge across the creek on the property, a gazebo, large patio area, as well as a pond. He reported the conceptual site plan included two driveways along 1<sup>st</sup> Place, and the required platting would include dedication of right of way. He stated Broken Arrow Creek flowed north-south along the east side of the property and the applicant was required to seek a section 404 permit for site work and flood planning, including construction of the bridge and pond. He stated the City of Broken Arrow was planning to construct a segment of the Broken Arrow Creek Trail along the west side of 1<sup>st</sup> Place and would provide pedestrian and bicycle access to Arrowhead Park to the north and the Freshman Academy and Liberty Parkway Trail to the south. He stated Staff evaluated the specific use permit for noise, lighting, signs and traffic; the Event Center was subject to the City's noise ordinance and exterior lighting would be directed downward to prevent light from spilling over into adjacent properties. He reported that the applicant indicated signage would be in accordance with the City of Broken Arrow zoning ordinance, which was A1. He explained places of assembly were permitted in agricultural districts with a specific use permit by the zoning ordinance; therefore, SP 289 was in accordance with the Comprehensive Plan. He reported in the Planning Commission Meeting of August 23<sup>rd</sup>, 2018, approval was recommended by a vote of 3 to 0 for SP 289 per Staff recommendation with modification conditions of approval to include requirement for screening and for a Traffic Impact Analysis (TIA) to be completed to determine the traffic improvements warranted. He reported five citizens spoke on the Item with concerns about traffic, drainage, noise, lighting, screening, and property values. He reported one citizen spoke in favor of the proposal stating it would generate revenue for the community. He stated the Planning Commission recommended the applicant hold a meeting with the area residents prior to project presentation in the City Council Meeting. He stated the applicant did meet with a group of area residents regarding the concerns raised. He stated Staff recommended approval of SP 289 per Planning Commission and Staff recommendations with modifications.

Mayor Thurmond asked if the TIA had been completed. Mr. Curtis responded in the negative; the TIA would be a part of engineering and would be completed prior to platting. Council Member Lester asked if the event center would be allowed to operate until 2 a.m. Mr. Curtis responded in the affirmative. Council Member Lester asked if the City could legally restrict the hours of operation for events located out of doors. Mr. Curtis responded in the affirmative; however, the City of Broken Arrow's Noise Ordinance prohibited noise disturbances after 10 p.m. Sunday through Thursday, and after 11 p.m. Friday and Saturday. Council Member Lester asked if this included music and over-zealous revelers. Mr. Curtis responded in the affirmative. Vice Mayor Eudey asked if the Noise Ordinance was enforceable by the proper authorities if violated. Mr. Curtis responded in the affirmative. Council Member Lester asked how many years the specific use permit was applicable. Mr. Curtis responded there was no time limit; however, Council did have the ability to apply a timeline. Council Member Lester asked how parking requirements were determined. Mr. Curtis responded parking was delegated by square footage and seats; zoning ordinance indicated for every four seats in the assembly location 1 parking space was required to be provided at a minimum, or a maximum of 125% of the requirement. He explained specifically, due to the 250 intended seats, the Event Center was required to provide a minimum of 78 parking spaces, but could provide up to 87 parking spaces maximum. He stated parking allotment was also determined by square footage to provide for staff parking as well. Council Member Lester stated he was concerned about Event Center parking bleeding into resident's yards or along the roadside. He stated this permit was for the entire project, not just the first phase; therefore, if parking requirements were not made at this stage the parking could become quite onerous and the City would not have any avenue of recourse. Mr. Curtis indicated this could be addressed through subsection C of the parking requirement which stated "if it is deemed that the nature of the development is over and is needing additional parking beyond what is capable of the facility," then the director could review the need and determine if the 125% could be exceeded; however, the need was required to be proven. He explained the cap on the number of allowed parking spaces was created in 1998 to avoid unused eyesore parking lots. Council Member Lester stated additional seats could be added following parking lot development and he asked if there was an avenue of recourse in this situation. Mr. Curtis responded in the affirmative; a limitation could be placed on the number of seats the Event Center was allowed to install. Council Member Lester stated it was not his intention to create a hardship for the Event Center he just wanted to be certain the City had the ability to fix any unforeseen problems.

Council Member Parks stated he felt there were quite a few broad generalized terms in this specific use permit and he wanted to be certain nothing was overlooked. He stated he understood why this specific use permit fit within the Comprehensive Plan and Zoning Ordinance; however, usually with a specific use permit the Council understood exactly what was being constructed, as well as

intended use. He stated the intended uses included in this specific use permit were pretty vague: an Event Center with a wedding chapel, banquet facility, site improvements, and places of assembly. He asked if the places of assembly were for weddings, or if any type of assembly could be held at the Center. Mr. Curtis stated the Zoning Ordinance indicated in the strictest sense this SP permit was an application specifically for a place of assembly; however, the sub-definitions for place of assembly included wedding chapels, events facilities, etc., and he felt the applicant was simply trying to list any possible events which might take place at the Center. Council Member Parks asked if the events were primarily intended to be wedding oriented. Mr. Curtis responded in the negative; however, the applicant would be better able to answer the question. Mayor Thurmond invited the applicant to come forward.

Mr. Nick Dennison, with 1 Architecture, LLC, stated his address was 1735 S. Eerie Avenue, Tulsa, OK. Council Member Parks asked what types of events were intended to be held in this location. Mr. Dennison responded while the property was geared toward weddings, it could also host family reunions, or similar type events. He stated there was no anticipation of rock concerts or motor bike rally type events. He stated churches could rent out the space for a barbecue. He stated there would be an abundance of outdoor space and landscaping. He explained it was intended to fall under assembly in agricultural to fit the zoning, and while it was geared toward weddings, it would not be restricted to host only weddings. Council Member Wimpee commented the PAC (Performing Arts Center) planned to have Church on the Move Services on Sunday and could use the Event Center as another possible location. Mr. Dennison concurred. He stated the application for the specific use permit had been submitted to make certain the intended use was acceptable prior to completion of the exact floor plan and site layout. He stated he and his client had been following due diligence, had met with the City, had met with the neighboring residents, and was now before Council. Vice Mayor Eudey asked about the meeting with the neighboring residents. Mr. Dennison responded it went fair; most of the residents had voiced the issues at the Planning Commission Meeting and he did his best to alleviate the resident's concerns. He stated berming along the south edge of the property had been discussed and written in as a requirement for the project, which would help with sound transition and would be visually pleasing. Council Member Lester stated he was concerned about noise pollution in the area, as this was a residential area and high school reunions could get quite boisterous, and berms would not eliminate that type of noise. He inquired how the Event Center would control such events. Mr. Dennison responded the facility would be a multimillion dollar facility with excellent sound proofing within the buildings which would prevent incoming, as well as outgoing noise. He stated there would be on site staffing in place to monitor all events indoors and outdoors. Vice Mayor Eudey asked if the rental agreements would include a requirement to abide by all Noise and Nuisance Ordinances. Mr. Dennison responded it could be included quite easily. He explained the on-site staff would monitor noise levels and parking to prevent parking in undesired locations. He stated after listening to City Council's concerns regarding parking he would speak with his clients regarding the possibility of overflow parking on site.

Citizen Marc Vessells stated his address was 116 East Laredo Place, Broken Arrow. He stated his greatest concern was traffic flow. He reported 1<sup>st</sup> Place was beginning to buckle from the sheer amount of traffic including maintenance trucks, fire engines, etc., and would require serious reconstruction very soon. He stated he was also concerned about over flow traffic. He explained he, as well as his neighbors, parked roadside and he was concerned traffic would flow through his neighborhood and drunk drivers would damage the vehicles. He stated he was also concerned that parking would overflow into his neighborhood. He stated children from the Freshman Academy often walked in the street in the area (there were no sidewalks) and he was concerned the children would be injured by drivers unfamiliar with the area. He stated he appreciated the new roadway which had been constructed to prevent school buses from using his neighborhood as a main thoroughfare. He stated he was extremely worried the Event Center would negatively affect his property value.

Vice Mayor Eudey asked if there were any improvements slated for the area in the near future which might address the road problems. City Manager Spurgeon replied the City received a grant to install a sidewalk which would run from the south to the north in the area, and if there was a need for road maintenance then it would certainly be scheduled as part of the street maintenance program.

Citizen Bruce Maxey stated his address was 2108 S. 1<sup>st</sup> Place, Broken Arrow. He stated 1<sup>st</sup> Place was a narrow two lane road with deep ditches and an excessive amount of traffic. He stated he felt the City should not approve this permit until the infrastructure was able to support it. He stated he also questioned the need for another event center, as there were six event centers in Broken Arrow currently. He stated he was concerned about a large commercial business being developed in a residential area, especially as he moved to Broken Arrow from Midtown in Tulsa to get away from commercial business areas. He stated he did not feel progress should be defined as building in every empty space.

Citizen Nate Lovelle stated his address was 10000 S. Lynn Lane, Broken Arrow. He reported he was the only land owner to the east of the Event Center property. He stated his family owned the land from the east border of the Event Center property to Lynn Lane. He stated he requested City

Council deny the petition. He stated his largest concern was this area was deemed level 1 rural residential and as such, per law, “should generally be kept free of significant vehicular traffic generators and noise or polluting uses.” He stated according to the information sent to him by Vice Mayor Eudey the property would include 182 parking spaces, up to 700 people, with “amplified sound expected to be used on the proposed patio area to the rear of the building” and “the applicant anticipates that some of the event spaces will be open until 2 a.m.” He stated the only type of venue typically open until 2 a.m. was a bar venue; therefore, he felt this event center would be in direct opposition to the rural residential location, free of noisy uses or significant vehicular traffic generators. He stated a full venue of 700 people occupying 182 parking spaces leaving the property at 2 a.m. at different levels of intoxication was a grave concern of his. He stated he felt it directly conflicted with the Master Plan. As a side note, he stated he had worked with Mr. Brent Murphy from the Planning Commission in the past and Mr. Murphy was a good person whom he appreciated.

Citizen G. Stephen Foerster stated his address was 2305 South 1<sup>st</sup> Place, Broken Arrow. He thanked City Council for the opportunity to speak. He stated he and Mr. Oscar Nips witnessed a terrible accident approximately four years ago in front of the Jehovah Witness Church. He displayed several photos of several accidents which occurred on South 1<sup>st</sup> Place. He stated the road was too narrow and too dangerous. He reported seven different types of emergency vehicles, including police, fire, ambulance, jail, street and stormwater, and Oklahoma Natural Gas used South 1<sup>st</sup> Place which had no shoulder and no sidewalk. He reported there was a gas pump for city vehicles located on South 1<sup>st</sup> Place. He displayed photos of the various vehicles which utilize South 1<sup>st</sup> Place and the City gas pump. He stated South 1<sup>st</sup> Place was a very narrow road with creeks, bridges, walls, and an event center would be an extremely poor, even dangerous, fit for the location. He stated South 1<sup>st</sup> Place was also the proposed location of a new fire station which would also increase traffic flow. He suggested several solutions to the problems along South 1<sup>st</sup> Place: access lanes from Lynn Lane or 101<sup>st</sup> Street, widening of the road and adding sidewalks, and finding a new location for the Event Center. He displayed a signed petition with 72 signatures taken from the surrounding area against the Event Center being located on South 1<sup>st</sup> Place. He displayed a petition in favor of the Event Center which had no signatures. He reported there were over 180 event centers in the Broken Arrow area within a 25 mile radius. He asked City Council to deny SP 289.

Citizen David Center stated his address was 208 East New Orleans, Broken Arrow. He reported he was the property owner on the south side of the proposed location. He stated he was hesitantly in favor of the project. He stated he felt something would be built in this location eventually, either an apartment complex or single family homes. He stated of the three possibilities of development he preferred the Event Complex, as he felt it would be an attractive addition to the location with the extensive landscaping, berming and screening. He stated his three biggest concerns were noise, lighting, and drainage, which had been addressed in the Planning Commission Meeting. He stated the only remaining issue would be traffic along 1<sup>st</sup> Place, which did not affect him personally, but he understood it was a problem. He explained he preferred to see the Event Complex in this location as opposed to an apartment complex or small single family homes.

Council Member Lester stated his biggest concern was the potential noise pollution. He stated he would feel more inclined to approve this if the Legal Department added a clause which restricted the outdoor venue hours of operation to be mindful of the neighbors. He stated he understood there were many event centers within Broken Arrow; however, event centers were driven by the economy and the applicant would not spend millions of dollars on this project if there was not a demand for this type of venue. He stated he was concerned about parking bleeding into the community, but this could be dealt with by the police department.

Vice Mayor Eudey stated he was concerned about noise and traffic. He stated Council Member Lester had a good solution for the noise pollution possibility. He commented parking could be addressed, and he hoped the Director would use his discretion in expanding the parking if necessary. He stated there were two churches, a New Leaf and a school nearby which created activity in the area; therefore, the area was accustomed to this type of activity; on the other hand, the event center could increase the traffic. He stated he felt it would be nice to do a traffic study in the location to determine traffic volume. He stated if Broken Arrow was using South 1<sup>st</sup> Place for its emergency vehicles it was a potential problem. He asked Police Chief Brandon Berryhill to speak in this regard.

Police Chief Brandon Berryhill stated the police facility at South 1<sup>st</sup> Place had been vacated in 2014. He reported there was a City gas pump in this location and a jail facility; however, he reported several years ago a program had been initiated which enabled City vehicles to obtain gas from any vendor in Broken Arrow. He stated this was not an operation staging area and no squad meetings were held in this location; therefore, you did not see many emergency vehicles responding away from the area. He stated dropping off prisoners and going to court were all non-emergency events; therefore, for the Police Department the traffic was not an issue. He reported police traffic in the area had significantly decreased since the Police Department relocated in 2014. Council Member Lester asked if the accident involving the youth was caused by inattention or by a drunk driver. Police Chief Berryhill replied the accident was caused by inattention and he briefly discussed the accident.

Mayor Thurmond asked if traffic counts for South 1<sup>st</sup> Place had been done recently. Mr. Alex Mills responded he had traffic counts from 2016; however, the 2018 traffic counts were not available as of yet. He stated he would have the 2018 traffic counts shortly and a comparison could be done to determine how traffic in the area had changed. Mayor Thurmond asked what kind of traffic a two lane arterial road sustained. Mr. Kenny Schwab, Assistant Director of Operations responded arterial roads typically sustained 12,000 to 13,000 vehicles per day. He speculated South 1<sup>st</sup> Place would be closer to 6,000 or 7,000 vehicles per day. Mr. Mills reported as a part of the new Trail Project, which was about to go to construction, a new signal would be installed at New Orleans and 1<sup>st</sup> Place. He stated while this would not address the road width issues, it would help control traffic on the south end.

Council Member Parks asked the Fire Chief to discuss the new fire station projected to be constructed along 1<sup>st</sup> Place. Fire Chief Jeremy Moore reported funds were included in the next GO Bond to develop a fire station on City owned property on the southeast corner of 1<sup>st</sup> Place and Washington. He explained Fire Department would primarily utilize Lynn Lane and Elm Place, unless something was occurring along 1<sup>st</sup> Place. He stated the Fire Department responded to the jail frequently, approximately 150 times in 2017. Council Member Wimpee asked when Chief Moore expected the new Fire Station to be completed. Chief Moore responded he was unsure, but the Fire Station would front 91<sup>st</sup> (Washington) and would exit onto 91<sup>st</sup> and go down to Lynn Lane or to Elm, unless called into the area of 1<sup>st</sup> Place.

Council Member Parks stated he felt the “places of assembly” in the specific use permit needed to be clearly identified. He asked if this could be done. Mr. Curtis responded in the negative; it was difficult to try to restrict which types of assembly could meet in a location; however, zoning ordinance did specifically state what a major event facility was (anything that draws 1,000 or more individuals). He explained there was no specific definition of small venue indoor event locations such as this, which was why it was classified as “places of assembly.” He stated zoning ordinance indicated that major events could not be held at the location, and outdoor events that might draw more than 1,000 attendees were restricted as well. Council Member Parks asked if a time constraint could be put in place. Mr. Curtis responded in the affirmative; an expiration time on the permit, as well as hours of operation of the facility could be written as a requirement into the specific use permit.

Vice Mayor Eudey asked if this item could be tabled and brought back after the amendments were made and traffic information was received. Acting City Attorney Dennis responded in the affirmative. Vice Mayor Eudey stated he would like to have more information regarding traffic in the area prior to a vote; therefore, he would like to table the item until he had the necessary information. Council Member Lester agreed. Council Member Parks stated tabling the item would also give city staff the opportunity to meet with the applicant to discuss the time constraint amendments.

MOTION: A motion was made by Scott Eudey, seconded by Johnnie Parks.  
**Move to table Item A until the meeting following receipt of the 2018 traffic counts**  
The motion carried by the following vote:

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

**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**

Director of Finance Cindy Arnold reported on 09/04/2018 a work session regarding the Manual Fees was conducted. She reported staff had incorporated all the changes requested by City Council into the Manual of Fees. She indicated the Cemetery Fees had been increased by 2.1% (CPI per cemetery sector); medical marijuana and alcohol fees had also been added. She stated Staff recommended approval of Resolution No. 1133 to adopt the Manual of Fees with an effective date of October 1<sup>st</sup>, 2018, she also added that the water rate increase won't be seen until the November bills. City Manager Spurgeon additionally commented that the large water line to be installed mentioned by Council Member Lester was also added to reflect cost plus 10%.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.  
**Move to approve Resolution No. 1133 and authorize its execution**  
The motion carried by the following vote:

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

Mayor Thurmond recused himself from Item 9C. He left the room at approximately 7:25 p.m.

**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**  
City Manager Spurgeon reported at the previous Council Meeting brief discussion was held

regarding entering into an agreement with IBTS (Institute for Building Technology and Safety) to possibly provide pre-emergency planning, as well as operation assistance for emergency management. He stated the item had been tabled to allow Council time to review the agreement. He stated the Oklahoma Municipal League working through the Oklahoma Municipal Services Corporation entered into an agreement with IBTS to provide members of OML with a pre-event contract for pre-disaster and recovery services. He stated while Broken Arrow was well prepared, and Mr. Jamie Ott did an excellent job with emergency preparedness, it was never a bad idea to have another agency available to assist in the event of an emergency. He stated if the contract was never used, no money would be expended. He explained if City Council approved this item he and Mr. Ott would meet with IBTS to determine if there was a way IBTS could be of service to Broken Arrow.

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

**Move to approve and authorize execution of 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**

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 7:29 p.m.

**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**

Acting City Attorney Dennis reported in 2006 City Council passed Ordinance No. 2774 which closed three feet of right of way on Date Avenue for this matter. He stated since that time the applicant had moved forward with filing a District Court Action to foreclose the right of the City to reopen that three feet of right of way. He reported there were no utilities there, it would not affect any of the citizens or adjacent land owners, and it was not required for public purposes; as such Staff recommended City Council approve Resolution No. 1131 authorizing the City Attorney to enter into a Final Journal Entry of Judgment in this matter.

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

**Move to approve Resolution No. 1133 and authorize its execution**

The motion carried by the following vote:

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

**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**

Acting City Attorney Dennis stated this matter involved an accident between a lawn mower and Mr. Loerch who was riding a bicycle on Liberty Trail. He reported Mr. Loerch sustained fractures to his spine, specifically L1, L2, and L3, and a broken clavicle. He stated through settlement discussions parties reached an agreement of \$85,000 dollars which Council previously authorized. He stated Staff recommended approval of Resolution No. 1132 authorizing the City Attorney to enter into a Journal Entry of Judgment settling this matter.

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

**Move to approve Resolution No. 1132 and authorize its execution**

The motion carried by the following vote:

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

**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**

Acting City Attorney Dennis reported on May 10<sup>th</sup>, 2018, Staff inspected this property, determined it was not in good repair, and it was a menace to health and public safety; notices were properly sent to the land owner, and the property owner, and there was subsequently a public hearing held on August 2<sup>nd</sup>, 2018. He stated the property remained unabated and as such Staff recommended Council authorize and approve Resolution No. 1134 and authorize its execution.

Council Member Lester asked if the Legal Department notified the mortgage company. Acting City Attorney Dennis responded in the affirmative.

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

**Move to approve Resolution No. 1134 and authorize its execution**

The motion carried by the following vote:

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

**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**

City Clerk Curtis Green asked for City Council's approval to reschedule the November 6, 2018, Broken Arrow City Council Meeting from Tuesday, November 6, 2018, to Monday, November 5, 2018 due to City Council's travel plans.

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

**Move to approve rescheduling the City Council Meeting from November 6<sup>th</sup>, 2018 to November 5<sup>th</sup>, 2018 at the same time**

The motion carried by the following vote:

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

**10. Preview Ordinances**

There were no Preview Ordinances.

**11. Ordinances**

**A. 18 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**

Plan Development Manager, Larry Curtis, reported this Ordinance had been previewed at the last Council Meeting and had not been changed since. He reported since that time Development Services had prepared applications for Medical Marijuana Commercial Growers, Manufacturing, and Dispensaries which would be readily available should City Council approve Ordinance No. 3540. He asked if there were any questions.

Mayor Thurmond asked if the Ordinance mirrored State Statutes. Mr. Curtis responded in the affirmative. Council Member Wimpee asked if there were changes going forward would City Council have the ability to change the Ordinance. Mr. Curtis responded in the affirmative; marijuana laws were in a growth period and would be changed periodically. Council Member Parks asked if he was correct in stating to meet state law Broken Arrow needed to have an ordinance in place and this was the best possible ordinance at this time. Acting City Attorney Dennis responded in the affirmative. He summarized the brief history which brought City Council to this point. He indicated marijuana laws were very fluid at this time and would most likely be adjusted in the future as State Laws were adjusted. He stated he felt this Ordinance was the culmination of the Legal Department's best efforts to match the State Question language at this time.

Citizen Ronald Durbin stated his address was 2401 West Aspen Street, Broken Arrow. He stated he did not feel Ordinance No. 3540 complied with State Question 788. He stated it clearly did not comply with Question 788 and he felt it did not comply with the guidance given by the Attorney General to the Board of Health. He stated some of the areas Broken Arrow was attempting to restrict and zone were expressly addressed by the Attorney General who outlined an overreach of authority. He stated there was nothing in Question 788 which gave the City of Broken Arrow authority to institute this Ordinance. He stated State Question 788 indicated cities could not change zoning with the express purpose of restricting access to people who have a medical cannabis license, processors, growers, or dispensaries. He stated he felt that was what Broken Arrow was attempting to do with the ordinances in question. He stated Broken Arrow had no right to restrict growers to growing indoors. He stated he knew his statements were true as he had filed litigation against the Department of Health regarding these issues. He stated he urged Broken Arrow to not be his test case in court. He stated he lived in Broken Arrow and it would be easy for him file litigation against the City. He stated Broken Arrow was overstepping its authority and he felt there was no reason to do this currently. He stated if Broken Arrow passed this Ordinance today it would set Broken Arrow up to be a test case for litigation.

Acting City Attorney Dennis stated Broken Arrow was not the Department of Health and as such had inherent plenary police powers to regulate the businesses in the City of Broken Arrow, including business locations. He stated specifically, State Question 788, when it talked about not restricting medical marijuana dispensaries, did not give a carte blanche right to medical marijuana dispensaries to be located anywhere within the City. He stated the actual language read cities may not "unduly restrict" dispensaries. He stated the proposal with the zoning ordinance allowed dispensaries throughout the City, and the City had the

right, under inherent police powers, to regulate and to indicate where it made sense to permit dispensary locations within the community. He stated he did not believe there was anything in the Attorney General's letter to the Department of Health which specifically prohibited the City of Broken Arrow from exercising its inherent police powers. He intimated obviously there would be a risk of litigation regardless of what Broken Arrow approved.

Acting City Attorney Dennis stated he understood applicants had already been approved by the Department of Health. He stated he wished the State would give more guidance regarding these issues; however, without additional State guidance, if an applicant came to Broken Arrow with a license issued by the Department of Medical Marijuana, and the business was registered with the Oklahoma Bureau of Narcotics and met State requirements, Broken Arrow needed to have a process in place to process applications and to determine where the business locations should be placed in a manner which made sense for the community of Broken Arrow.

Mayor Thurmond stated the zoning was not being changed; the ordinance determined where the businesses would be allowed. Mr. Curtis responded there was a change to the zoning ordinance to update and define exactly where the businesses were permissible, but it did not put undue restrictions beyond the State's requirements. Vice Mayor Eudey stated he understood this was not disparate from restricting locations of liquor stores or pharmacies. Mr. Curtis concurred. Vice Mayor Eudey stated he relied upon Acting City Attorney Dennis to ensure State regulations were met, and if in the future State regulations were amended then Broken Arrow would amend its ordinances as needed. He stated he agreed with Mayor Thurmond; he did not believe the ordinance changed zoning law, it simply determined where within the Comprehensive Plan of the City it made sense to place a certain type of business, just as zoning ordinances did with all businesses.

Acting City Attorney Dennis stated marijuana was still illegal under Federal Law; therefore, any licenses or use of medicinal marijuana was allowed only strictly under state law.

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

**Move to adopt Ordinance No. 3540**

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 for the emergency clause**

The motion carried by the following vote:

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

- 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**

Acting City Attorney Dennis stated this Ordinance clarified the differences in the industry standards regarding medical services and updated the fee structure to reflect if an uninsured individual used emergency services, said individual would be liable for 60% of the total emergency services bill. He stated Staff recommended City Council adopt Ordinance No. 3541 and approve the emergency clause.

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

**Move to adopt Ordinance No. 3541**

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 for the emergency clause**

The motion carried by the following vote:

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

- 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**

Acting City Attorney Dennis reported this was the sister ordinance to Ordinance No. 3540. He stated the City of Broken Arrow was not banning any of the legal medical marijuana activities under State law in the City of Broken Arrow, it simply ensured businesses were built in locations which made sense in the community, ensured the city could be certain businesses were conducted in a safe manner, and ensured businesses that entered into Broken

Arrow complied with State laws under the Department of Health and the Oklahoma Bureau of Narcotics. He explained when the Legal Department drafted this Ordinance it had looked very closely at the surrounding communities in Oklahoma who had undertaken an attempt to institute this ordinance, as well as other states' regulatory schemes. He explained it was within the city's inherent police power to license, and regulate, medical marijuana businesses, as well as any other business in the City of Broken Arrow.

Acting City Attorney Dennis reported since the preview of this Ordinance on September 4, 2018, two language changes had been made for clarity purposes, but the meaning had not changed. He stated Staff recommended City Council adopt Ordinance No. 3542 and approve the emergency clause.

Council Member Lester asked if the Ordinance now clearly indicated a medical marijuana business had to have written approval of the property owner. Acting City Attorney Dennis responded in the affirmative. Council Member Lester asked if the written permission was required to be notarized. Acting City Attorney Dennis responded in the affirmative.

Citizen Ronald Durbin stated he lived on 106<sup>th</sup> and Aspen. He stated he would be filing suit this week against the City of Broken Arrow. He stated Acting City Attorney Dennis was giving City Council terrible advice. He stated he understood the City of Broken Arrow had police powers, but there were limits to police powers. He stated the City Attorney was setting the city up for a law suit. He stated he only asked restraint and careful consideration prior to approving ordinances. He stated he had testified before the Joint Committee twice and had revised many of the proposed joint statutes that the legislative committee was considering. He stated while the legislative committee had not obtained enough signatures, he had written State Question 796 and State Question 797 which were out for signature for recreational medical marijuana. He stated he felt the ordinances City Council proposed far overstepped its authority. He directed City Council's attention to section 7-369a4 of the Ordinance which stated a description and plan of all equipment and methods employed to stop any impact to adjacent uses was required. He stated he felt this was impossible; any business would have an impact on adjacent uses. He stated he felt it was unreasonable to allow 90 to 120 days for application approval. He stated he felt this was designed to restrict licensing in the city. He stated he felt it was unfair to define marijuana businesses as a liquor store type businesses and was clearly a zoning change.

Council Member Wimpee stated there were several City Council Members that had wanted to restrict marijuana business much further, but that was not done. She explained a large amount of time had been spent considering the best ordinance for the city with respect to all the citizens of Broken Arrow. Mr. Durbin stated he felt Broken Arrow was overstepping what was allowed under State Question 788.

Citizen Randall Franklin stated his address was 3001 West Edgewater Street, Broken Arrow. He stated the Ordinance currently indicated that a PUD for a marijuana grower would not be recognized. He asked if a PUD IL would be allowed as a possible location for a growing facility. Mr. Larry Curtis responded Staff had determined that as the PUD was in place prior to the date of this zoning ordinance that the zoning ordinance which was in place when the PUD was approved regulated what could or could not go into the district. He stated a PUD was an overlay which locked in the zoning at the time; therefore, if there was zoning in place for an IL district with a PUD overlay, the PUD would be required to be amended in order for the use to be permissible. Mr. Franklin asked if, with an amendment, it would be possible to consider a location. Mayor Thurmond responded in the affirmative if the underlying zoning was IL. Mr. Franklin stated in order to obtain a State License a business was required to have an address and he was uncertain how to procure an address in the city without first having a State License. Council Member Lester asked if Mr. Franklin intended to lease a facility. Mr. Franklin answered in the affirmative. Council Member Lester stated a lease could be made subject to obtaining licensing, which was his recommendation. He explained this would protect Mr. Franklin. Vice Mayor Eudey stated he understood this was all very confusing at the moment, and the State of Oklahoma was not helping the situation. Mr. Franklin stated he understood, and he was patiently trying to determine what the rules were before moving forward.

Citizen Bryan Howard stated his address was 512 West Detroit, Broken Arrow. He read through the proposed medical marijuana laws which he felt would be passed in February if no special session was held before February. He stated what the City of Broken Arrow proposed in its ordinances was in direct conflict with the new law. He asked if the \$2,500 dollar application fee reflected the actual cost to the city. He stated he would like to see information which dictated how the city incurred \$2,500 dollars in cost for application approval. He suggested a tiered cost for multiple applications. He asked the city to consider allowing growing and processing in agricultural zoning, as opposed to only industrial. He stated he understood the concern was growers and processors being near residential homes and he felt permitting business establishments in agricultural zoning would allow better separation. He stated many industrial facilities prohibited growers and processors due to Federal lease regulations. He asked City Council to consider a medical marijuana citizen



committee to advise City Council.

Citizen Paul Tay stated his address was 4004 South Toledo, Tulsa. He asked City Council what it was afraid of; no individual had died of a cannabis overdose. He stated more people died of peanuts and lightning than marijuana. He stated despite the propaganda, cannabis was a perfectly safe plant. He stated he used to have the same opinion as City Council, but it was not 1989 anymore, the war on drugs had failed and he felt City Council was continuing the failed war on drugs. He stated City Council was restricting, through zoning, the free trade and free flow of cannabis. He stated there were patients, vets, and PTSD (Post Traumatic Stress Disorder) cases in Broken Arrow waiting for cannabis legalization. He stated this was a conflict of law and Broken Arrow should not codify its law before the State codified its law. He stated he felt the State was doing due diligence in acquiring information and opinions of others. He stated the city did not need to take immediate action. He stated Broken Arrow should consider the opinion of Mr. Durbin as he had experience in medical marijuana law. He stated he felt Acting City Attorney Dennis had no experience in medical marijuana law. He asked City Council to consider its decisions as Mr. Durbin had indicated he planned to file suit against Broken Arrow. He stated he looked forward to watching the case. He stated City Council should wait for the State's direction as he felt there was no public safety issue at stake.

Acting City Attorney Dennis reported, at this time, the State had not passed any statutes signed by the Governor other than State Question 788, which he felt the Ordinance was in compliance with. He stated, to be clear, the setback requirements were only 1,000 feet from entrances from private and public schools; there were no setback requirements for churches, day cares, or parks. He stated if you read State Question 788 it did not include specific empowering statutes for any city; however, the only real restriction it included was: cities were not allowed to unduly restrict zoning for dispensaries. He stated under the proposed Ordinance medical marijuana dispensaries were allowed at multiple locations at main intersections; medical marijuana dispensaries were analogized similar to liquor stores and he felt Mr. Curtis did an excellent job creating a map which displayed the various locations available with the 1,000 foot setback requirements. He stated it did also allow medical growers and processors within the City of Broken Arrow which was not required by the State Question and many cities had completely outlawed growers and processors. He stated there were common sense restrictions for licensing to ensure these activities, which were illegal under Federal Law, were in compliance with State Law. He stated obviously this was an evolving area of law which would change as it evolved. He stated he understood there would be law suits, but this was Broken Arrow's best effort to regulate this new business in the City of Broken Arrow. He stated Staff had spent a remarkable amount of time developing this Ordinance. He stated he was surprised by the lack of feedback from citizens until just this evening. He stated the ordinance development has not been done in the dark; it had been ongoing, in public, and publicized since August 7, 2018. He stated he could not remember any ordinance being previewed three times. He commended city staff and Development Services for going above and beyond in attempting to navigate this very difficult issue, to ensure individuals who qualified would have access to medical marijuana, and that growers and processors had the opportunity to do business in Broken Arrow, but in a way that made sense for the community. He stated Staff requested City Council adopt Ordinance No. 3542 and approve the emergency clause.

Vice Mayor Eudey stated Mr. Howard visited with him regarding this issue and a very positive and thoughtful discussion was held. He stated the concept of developing a committee of citizens was discussed and he felt this was viable proposal. He commended the Legal Department, Planning Department and Staff for its efforts. He stated this ordinance had been previewed three times which had never been done before to his knowledge, there were some who wished restrictions to be more stringent, but his thought was the Ordinance before Council this evening followed the law. He stated he appreciated the Citizen's input.

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

**Move to adopt Ordinance No. 3542**

The motion carried by the following vote:

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

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

**Move for the emergency clause**

The motion carried by the following vote:

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

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

Council Member Lester stated he felt it was important to pray for North Carolina as it was being hit by Hurricane Florence.

Vice Mayor Eudey thanked and commended the Police Chief, and Fire Chief, and all in attendance, who had answered questions on a moment's notice.

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

City Manager Michael Spurgeon stated he felt Broken Arrow hosted a successful Scotfest last week. He stated he received great feedback and it seemed the festival attendees enjoyed the festivities.

He reported last week was the Oklahoma Municipal League Conference and Broken Arrow was well represented by sixteen city officials. He stated Broken Arrow was asked by the OML Staff to present; Krista Flasch presented regarding communications, Jennifer Hook presented regarding Youth City Council, and Farhad Daroga presented regarding economic land development.

City Manager Spurgeon asked Mr. Kenny Schwab to introduce the new Utilities Director. Mr. Schwab introduced Charles Vokes as the new Utilities Director. He reported there were numerous qualified candidates, but Mr. Vokes quickly rose to the top of the list. He stated Mr. Vokes came highly recommended and was very well qualified. He briefly reviewed Mr. Vokes' work history and qualifications. He stated he was very excited to have Mr. Vokes on board in Broken Arrow. Mr. Charles Vokes stated he was pleased to be a part of the Broken Arrow team and thanked City Council.

City Manager Spurgeon stated Mr. Norm Stephens title had been deservedly changed from Assistant to the City Manager to Economic Development Manager. He congratulated Mr. Stephens.

At approximately 8:17 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 8:19 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 Johnnie Parks, seconded by Mike Lester.

**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 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.**

At approximately 8:39 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 amend the employment contract of the City Manager as directed by City Council**

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 find that the Executive Session was necessary**

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 8:40 p.m.

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

**Move to adjourn**

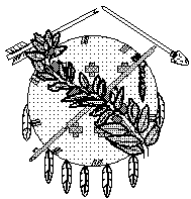
The motion carried by the following vote:

**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 #: 18-1159, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Approval of and authorization to execute a Fourth Amendment to Employment Agreement, by and between the City of Broken Arrow, Oklahoma and Michael L. Spurgeon

**Background:**

On July 21, 2015, the City Council appointed Michael L. Spurgeon to serve as the City Manager for the City of Broken Arrow. This relationship was formally memorialized by an Employment Agreement dated August 4, 2015. Mr. Spurgeon officially began his duties as City Manager on September 21, 2015. The Employment Agreement has been amended on three (3) prior occasions. The First Amendment was approved on June 7, 2016, and the second Amendment was approved on October 4, 2016 and third on September 17, 2017.

The 2015 Agreement, as amended, provides for an annual evaluation of Mr. Spurgeon's performance. Pursuant to the provisions of the Agreement, this evaluation was conducted on September 18, 2018. The Employment Agreement also provides for merit consideration for salary increases at least once each year of employment. Such increases can be given based upon satisfactory or better performance during each year of employment. Increases may be in the form of salary increases or bonuses.

On June 10, 2015, Bob O'Neill, Executive Director of the International City and County Manager's Association (ICMA) published an article entitled City Manager's Pay: Lots of Factors Need to Be Considered. This is an excellent article that discusses the significant responsibilities of City Managers, as well as the challenges of functioning as a Chief Executive Officer in the public sector. It also provides very good perspective on the justification for City Manager compensation packages. A portion of the article noted in pertinent part as follows:

"City and county managers are held accountable for the performance of organizations that can include hundreds...of employees and the administration of budgets that can range from a few million dollars to hundreds of millions. They perform at the discretion of their elected board with little or no job security. Like private sector CEO's, they are held accountable to the financial bottom line, and they must work in a very public environment respecting the principles of local government democracy. The skills, or lack thereof, that they bring to their roles can fundamentally impact the quality of life for the residents of the city or county that they serve."

In preparation for the City Manager's evaluation, the City Council was provided with the 2017-2018 City Management Compensation Survey (the "Survey") published by the Texas City Management Association and the Oklahoma Municipal Leagues latest survey on City Manager's compensation. Not surprisingly, the base annual salaries are substantially higher than those in Oklahoma. Based upon the base salary figures contained in the Survey, it is not surprising that Oklahoma City Managers, like teachers, continue to seek employment in Texas. For purposes of comparison, the City Manager of the City of Borger, Texas (population 13,251)

receives a base annual salary of \$155,500.00. The City Manager of Richardson, Texas, a City comparable in size to Broken Arrow, receives a base annual salary of \$278,226 and College Station 219,390.

As pointed out by Mr. Neill in his article, there are many factors that should be considered when determining the compensation package of a City Manager. Some of these include population, organizational size and complexity, the types of challenges facing a community, and the environment for skilled professionals. One highlighted aspect identified was organizational stability. Consideration of a competitive package for a City Manager, particularly for the City of Broken Arrow, would be very important in terms of providing continuity of leadership within the organization.

A Fourth Amendment to Employment Agreement is attached for the Council's consideration. Revisions to the amended 2015 Employment Agreement contained within this document include extension of the term of the Agreement from three (3) to seven (7) years, and adjustment of other dates to coincide with the term. It provides for an annual salary of \$187,695.00, which represents a 5% increase in annual compensation. The Amendment also provides for the payment of a one-time performance based stipend in the amount of \$10,000.00.

Finally, the proposed Fourth Amendment extends a current defined contribution special incentive plan approved last year. This particular benefit has been incorporated into at least two (2) other Oklahoma City Manager contracts. Beginning this year, funding will be placed into a deferred compensation account with OMRF. If Mr. Spurgeon completes the remaining term of his Agreement, he would be entitled to the total sum, plus interest. If he voluntarily leaves during that period of time, all sums would revert back to the City of Broken Arrow.

The Fourth Amendment is presented for the Council's consideration. Importantly, salary and all benefits are subject to annual appropriation in future fiscal years. Mr. Spurgeon has indicated that the terms reflected within the Agreement are satisfactory.

**Cost:** \$187,695.00 salary, plus benefits, a one-time \$10,000.00 stipend. Costs beyond this Fiscal Year are dependent upon annual appropriation and as set forth in the Agreement, as Amended

**Funding Source:** General Fund

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

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

**Attachments:** Fourth Amendment to Employment Agreement

**Recommendation:**

Approve the Fourth Amendment to Employment Agreement and authorize its execution.

## **FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT**

**THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT** (“Fourth”) made effective this 2nd day of October, 2018, by and between Michael L. Spurgeon, City Manager for the City of Broken Arrow (hereinafter “Spurgeon”) and the City of Broken Arrow, Oklahoma, an Oklahoma Municipal corporation (hereinafter “City”). Terms used and not otherwise defined in this Fourth Amendment shall be as defined in the August 4, 2015, Employment Agreement, as amended.

### **WITNESSETH:**

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

**WHEREAS**, on June 7, 2016, the 2015 Employment Agreement was amended to modify various provisions contained therein; and

**WHEREAS**, on October 4, 2016, the 2015 Employment Agreement, as amended was amended a second time to modify various provisions contained therein; and

**WHEREAS**, on September 19, 2017, the 2015 Employment Agreement, as amended was amended a second time to modify various provisions contained therein; and

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

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

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

### **ARTICLE A** **AMENDMENTS TO THE 2015 EMPLOYMENT AGREEMENT, AS AMENDED**

A.1 **Amendment to Section B. Term:** Section B, Term, is hereby amended to read as follows:

It is understood that Spurgeon shall begin the performance of his duties on September 21, 2015 ("Start Date"). This Agreement shall remain in effect for a period of seven (7) years from that date. It is the intent of the Council and the Council will make all reasonable efforts to ensure that this Agreement shall remain in effect for the term specified unless modified by mutual consent of the parties or unless terminated as herein provided. It is

specifically acknowledged that Spurgeon's salary and benefits for fiscal years 2019, 2020, 2021, 2022, 2023 are on a year-to-year basis subject to annual appropriation.

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

1. The City agrees to pay Spurgeon a base salary, payable in bi-weekly installments at the same time as other City employees are paid. The City shall pay Spurgeon an annual salary of \$187,697.57. Any reduction in Spurgeon's salary as the result of an across-the-board workplace salary reduction shall be commensurate with the percentage of adjustment afforded to other non-union employees.
2. On October 19, 2018, Spurgeon shall receive to a one-time performance-based stipend in the amount of \$10,000.00.

A.3 **Amendment to Section E.(1) Performance Reviews and Merit Consideration:** Section E.(1) Performance Reviews and Merit Consideration, is hereby amended to read as follows:

The City Council will conduct a formal evaluation of Spurgeon's performance on or before September 21<sup>st</sup> of each year during the term of this Agreement. Spurgeon shall be entitled to not less than fourteen (14) days to provide written responses to any allegations of unsatisfactory performance. Further, no later than June 14, 2022, the Council shall meet and confer and advise Spurgeon as to the Council's intent to enter into good faith negotiations for a new Employment Agreement.

A.4 **Addition of a new Section O. Defined Contribution Special Incentive Plan:** A new section O, Defined Contribution Special Incentive Plan, shall be inserted to read as follows:

#### **O. DEFINED CONTRIBUTION SPECIAL INCENTIVE PLAN**

The City agrees to establish a defined contribution special incentive plan for the benefit of Spurgeon. Effective September 21, 2018, and on or before the same day of each year thereafter, for a period of four (4) years upon annual renewal of Spurgeon's Agreement through the budgetary process, the City shall cause to be accrued as a liability in favor of Spurgeon, the sum of \$18,000.00 as a defined contribution special incentive plan for Spurgeon. The City may consider an adjustment in the allocation in subsequent years, based on the job performance of Spurgeon. Said fund proceeds shall be placed in a plan with the Oklahoma Municipal Retirement Fund (OMRF) subject to the terms and conditions of the plan document as approved by the City Council. In the event Spurgeon completes the entire remaining five (5) years of service as set forth in Section B, Spurgeon shall be entitled to receive the entire balance of the defined contribution special incentive plan, including all accrued interest. If Spurgeon voluntarily leaves the employment of the City prior to completing the required five (5) year length of service term as set forth in this Agreement, then Spurgeon shall forfeit unto the City any and all right, title or interest Spurgeon may have in and to said plan. If the City removes Spurgeon pursuant to his Employment Agreement, Spurgeon shall be entitled to receive the balance in the special

incentive plan which shall have accrued up to the date of Spurgeon's separation of service from the City, unless Spurgeon is removed for affirmative misconduct, including, but not limited to, an act of dishonesty, theft, or misappropriation of City property, malfeasance in office, conviction or plea of Guilty or *Nolo Contendere* for a crime involving moral turpitude, or the physical inability to perform the duties of office, in which case Spurgeon shall forfeit unto City any and all right, title or interest Spurgeon may have in and to said defined contribution special incentive plan. The parties agree that nothing in this paragraph shall impose any future year fiscal obligation on the City and shall be funded on an annual basis.

**ARTICLE B  
CONTINUING TERMS OF AGREEMENT**

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

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

Dated this 2nd day of October, 2018.

\_\_\_\_\_  
Michael L. Spurgeon

State of Oklahoma     )  
                                      ) SS:  
County of Tulsa         )

Subscribed and acknowledged by Michael L. Spurgeon before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, as his free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission No:  
My Commission Expires:



ATTEST:

THE CITY OF BROKEN ARROW,  
A municipal corporation

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Reviewed as to form and legality:

\_\_\_\_\_  
City Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 18-1148, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Approval of and authorization to execute a Professional Services Contract for Right of Way/Property Acquisition Services for various City Projects with RJP Real Estate Services, LLC

**Background:**

Additional Right-of-Way acquisition agents are needed based on the volume of work at various times. RJP Real Estate Services is eligible to provide the services needed by the City. It will be used on an as needed basis. Parcels needed for acquisition will be given to RJP Real Estate Services to complete the acquisition from beginning to closing or condemnation, whichever happens.

**Cost:** \$72,000.00

**Funding Source:** **General Fund**

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

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

**Attachments:** Professional Service Contract.

**Recommendation:**

Approve and authorize execution of Professional Services Contract with RJP Real Estate Services, LLC.

**CONTRACT  
CITY OF BROKEN ARROW  
RIGHT OF WAY / PROPERTY ACQUISITION SERVICES  
FOR VARIOUS CITY PROJECTS  
PROFESSIONAL SERVICES CONTRACT**

**1. Professional Services Provider:**

- a. Name: RJP Real Estate Services, LLC
- b. Telephone No.: 918-605-5965
- c. Address: 2714 South Florence Drive, Tulsa, OK 74114

**2. Project Title and Location:** Right of Way Services for Various City Projects

**3. Contract for:** Obtaining Right of Way or other properties required for various capital improvement projects in the City of Broken Arrow, in accordance with the attached Letter Agreement.

**4. Contract Data:**

- a. Contract Amount: Not to Exceed \$72,000.00
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 360 calendar days.

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

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

**6. Contract approved by the City Manager on:** \_\_\_\_\_

**CITY OF BROKEN ARROW  
RIGHT OF WAY / PROPERTY ACQUISITION SERVICES  
FOR VARIOUS CITY PROJECTS  
PROFESSIONAL SERVICES CONTRACT**

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and RJP Real Estate Services, LLC (Right of Way Agent) with his principal place of business located at 2714 South Florence Avenue, Tulsa, Oklahoma 74114, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of the Right-of-Way Agent to conduct Right of Way / Property Acquisition Services for various City projects as outlined in the Right-of-Way Agent's proposal, attached as Exhibit 1.

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

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

It is agreed that the Right-of-Way Agent shall be compensated at a rate not to exceed Seventy Two Thousand and No/100 (\$72,000.00) for the entire Scope of the Professional Services rendered. The Right-of-Way Agent shall submit invoices, requesting payment for services rendered, to the City Engineer in accordance with the attached Right-of-Way Agent's proposal (Exhibit 1). The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Right-of-Way Agent agrees that this professional service shall be treated as an important service to the City and agrees to commit the time necessary to perform the professional services in a professional manner.

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

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

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

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

Approved as to form:

*Lesli Myers*  
Assistant City Attorney

City of Broken Arrow, Oklahoma  
A Municipal Corporation

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

Attest:

Date \_\_\_\_\_

\_\_\_\_\_  
City Clerk [Seal]

RJP Real Estate Services, LLC

By: *[Signature]*  
Robert Parker  
2714 South Florence Drive  
Tulsa, Oklahoma 74114

Attest:

\_\_\_\_\_  
Corporate Secretary (Seal)

Date: \_\_\_\_\_

### VERIFICATIONS

State of Oklahoma     )  
                                  ) ss.  
County of Tulsa        )

Before me, a Notary Public, on this 25 day of Sept 2018, personally appeared Robert Parker, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (Please circle or specify)) of RJP Real Estate Services, LLC; and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:



*Sally S Moseby*  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES CONTRACT  
RIGHT OF WAY / PROPERTY ACQUISITION SERVICES  
FOR VARIOUS CITY PROJECTS**

**SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. The Right-of-Way Agent shall conduct Right of Way / Property Acquisition Services for various City projects identified by the City Engineer, as outlined in the Right-of-Way Agent's proposal, attached as Exhibit 1.

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

2.1. Furnish to Right-of-Way Agent all data, in its possession, necessary for the Right-of-Way Agent to complete the contract requirements.

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

**SP -3.0 SCOPE OF SERVICES: THE RIGHT-OF-WAY AGENT SHALL:**

3.1 As outlined in the attached Right-of-Way Agent's proposal, attached as Exhibit 1. The Right-of-Way Agent will submit a work schedule for each project identified by the City Engineer after this Contract has been signed.

**EXHIBIT 1**

**RIGHT-OF-WAY AGENT'S PROPOSAL AND FEE SCHEDULE**

August 17, 2018

Alex Mills, P.E.  
City Engineer  
City of Broken Arrow  
485 North Poplar Avenue  
Broken Arrow, OK 74013

RE: Letter Agreement  
Right of Way Projects

Dear Mr. Mills:

This letter will serve as the Proposal between RJP Real Estate Services, LLC (Right of Way Agent) and City of Broken Arrow (The City) concerning the Right of Way and Easement acquisition for projects as outlined and deemed appropriate by The City.

I SCOPE OF WORK:

- A. Right of Way Agent will initiate contact by letter and personal visit to all projected parcel owners.
- B. Right of Way Agent will initially try to obtain by gift all necessary easements or fee simple deeds.
- C. Right of Way Agent will follow up with offers to obtain necessary easements or fee simple deeds with approval by The City.
- D. Right of Way Agent will work with the City engineers or any Consulting Engineering firm to determine alignment and any changes affecting parcel owners.
- E. Right of Way Agent will have access to all engineering information needed to adequately perform duties.
- F. The City will provide the easements or deeds to Right of Way Agent. Right of Way Agent does have forms that can be used subject to The City's legal department.
- G. Right of Way Agent will keep The City informed of all negotiations, contacts and documentation.

This Scope of Work will be performed for a fee in the amount of \$1,800.00 per simple parcel.

II ADDITIONAL SCOPE OF WORK:

- A. TITLE RESEARCH-Initial title information will be provided by The City. The Right of Way Agent can obtain title information at the request of the City. If additional research will be needed either by the City or Right of Way Agent then research will be completed by outside contractor with payment directed through The City.



- B. APPRAISAL SERVICES-Appraisals will be coordinated with The City and ordered on an as needed basis with payment directed through The City.
- C. OTHER PROFESSIONAL SERVICES-Other services such as mortgage subordinations, closings, minor legal work or any other services as needed or as directed by The City will be performed on an as needed basis. The cost of these services will be determined by mutual agreement between The City and Right of Way Agent. The Right of Way Agent may invoice separately for any additional services requested.
- D. In the projects require federal acquisition criteria then the Right of Way Agent will have the ability to negotiate a fee based on the increased criteria.
- E. COURT PREPARATION AND/OR APPEARANCES-If the Right of Way Agent is required by the The City to prepare or appear on behalf of the Agents work for the The City, then additional charges will incur.

### III PAYMENT FOR SERVICES AND EXPENSES

- A. Payment will be invoiced for ¼ after the initial contact is made by Right of Way Agent.
- B. Payment will be invoiced for the balance after the obtaining of the documents or the filing of any condemnation.
- C. Right of Way Agent will be reimbursed for expenses, which would fall outside the Scope of Work at the direction of The City.
- D. Invoices will be paid within 30 days after receipt by The City.
- E. Payments will be made to RJP Real Estate Services, LLC.
- F. Other Professional Services shall billed bill at \$125.00 per hour of actual time and Administrative Assistant time shall be bill at \$50.00 per hour of actual time.

### IV TIME SCHEDULE

- A. Right of Way Agent will initiated contact after receiving approval of Agreement, obtaining work documents and obtaining addresses of parcel owners.
- B. The time frame is anticipated to be approximately 90 days from approval of Agreement or such time as is mutually agreed upon with The City and Right of Way Agent.

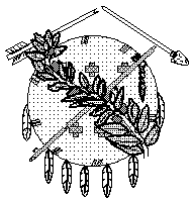
Approved:  
City of Broken Arrow

Approved:  
RJP Real Estate Services, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Parker-Right of Way Agent

\_\_\_\_\_  
Date



# City of Broken Arrow

## Request for Action

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**File #: 18-1111, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Award the most advantageous bid to Armscor for the purchase of rifle ammunition

**Background:**

On Target Ammunition returned the lowest bid of \$35,400 for rifle ammunition. On Target Ammunition bid a "Remington Arms" version of ammunition which has not been vetted by the Broken Arrow Police Rangemaster or firearms instructors. Since this is a duty round, that will be carried by working officers, we are hesitant to purchase any ammunition that has not been tested and recommended. On Target is a third party distributor for the ammunition and thus, delivery times is uncertain. Armscor has indicated that the ammunition will be delivered within 30 days of the order of placed as they manufacture their own ammunition.

Armscor has the second lowest bid for rifle ammunition of \$40,000 or \$4,600 more than On Target Ammunition. Armscor is a well-known company and is being utilized by other law enforcement agencies in the metropolitan area. The Armscor's rifle round can be used for duty and practice which saves on buying two different rounds. This also limits the changing of ammunition when officers are in training versus on-duty. We have tested the ammunition and it performs very well and is accurate in our rifles. It should also be noted that Armscor will absorb any and all shipping cost which helped defray the cost. Armscor advised that the ammunition will be done and delivered within 30-days.

Funds have been appropriated and are available in the police department's operational budget in the amount of \$90,624.00 for the purchase of ammunition.

**Cost:** \$40,000.00

**Funding Source:** Police Public Safety Sales Tax Fund

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

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

**Attachments:** Bid 19.113 Duty Ammunition

**Recommendation:**

Award the most advantageous bid to Armscor for the purchase of rifle ammunition.

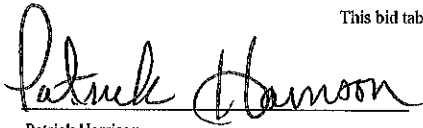
Bid 19,113  
Duty Ammunition  
Bid Date 09/05/2018

Item	Qty.	On Target Ammunition	Armscor	H & H shooting Sports	Precision Delta	RTP Armor	GT Distributors
Specification	Cases	Per case price	Per case price	Per case price	Per case price	Per case price	Per case price
223 REM-62 gr (100,000) rounds psp bonded, 1000 rds. Per case (Duty)	100	\$354.00	\$400.00	\$540.00	\$683.28	\$938.50	\$1,349.70
<b>Total</b>		\$35,400.00	<del>\$40,000.00</del>	\$54,000.00	\$68,328.00	\$93,850.00	\$134,970.00
Meet specs		N	Y	Y	Y	Y	Y
Notes:		See note on fact sheet					Bidding Federal
Warranty		2 yrs.	1 yr	1 yr	1 yr	1 yr	Limited
Delivery		90 days	30 days	90-120 days	180 days	20 days	90 days

Bid sent to 9 vendors

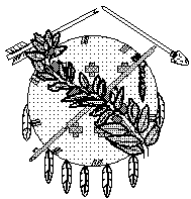
This bid tabulation is true and accurate to the best of my knowledge

Wednesday, September 05, 2018



Patrick Harrison

Purchasing Manager



# City of Broken Arrow

## Request for Action

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**File #:** 18-1120, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Award the most advantageous bid to Rush Truck Center for the purchase of one (1) dump truck for the Streets and Stormwater Department

**Background:**

The Streets and Stormwater Department has requested and sought bids for one (1) dump truck for the Streets Division. The Purchasing Department solicited bids from ten (10) vendors and six (6) bids were received. Four (4) bids meet specifications, with Rush Truck Center being second lowest bid, with only a \$33.00 difference. The Streets and Stormwater Department believes Rush Truck Center's bid to be the most advantageous bid due to one extra year of warranty on the transmission, 150 additional pounds of torque and the engine type has received a good review from fleet maintenance.

Funds are available in the Sales Tax Capital Improvement (STCI) Fund in the amount of \$135,000. (Project 195311, Account No.030-5310-431-70.04)

Staff recommends awarding the bid to the second lowest bidder, Rush Truck Center, due to above mentioned factors.

Base pricing of the dump truck is reflected in the attached bid tabulation sheet. The bid tabulation includes all vendors who submitted bids for this vehicle.

**Cost:** \$123,586.00

**Funding Source:** Sales Tax Capital Improvement Fund

**Requested By:** Rocky Henkel, Director of Streets and Stormwater

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

**Attachments:** Bid Tab 19.110

**Recommendation:**

Award the most advantageous bid to Rush Truck Center for the purchase of one (1) dump truck.

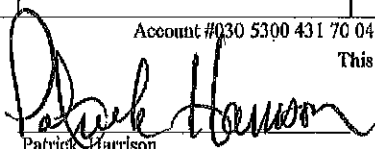
Bid 19.110  
Dump Truck  
Bid Date 8/22/2018

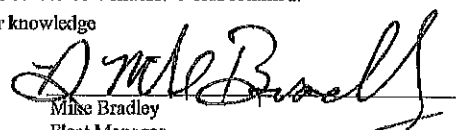
Item Num	Item	Qty	Premier Truck Group #1	Premier Truck Group #2	Premier Truck Group #3	Rush Truck Center	Summit Truck Group	Bruckner Truck Sales
			2020 Freightliner 114SD w/Hilbilt Material Bed	2020 Freightliner 114SD w/Hilbilt Material Bed Dump Body	2020 Freightliner 114SD w/Hilbilt Material Bed Dump Body	2019 or 2020 Peterbilt 348 w/Hilbilt Material Bed	2019 International HV507 Tandem w/Hilbilt	2020 Mack Granite w/Henderson Mark E Material
			Each Price	Each Price	Each Price	Each Price	Each Price	Each Price
	Dump Truck	1	\$114,975.00	\$114,975.00	\$119,936.00	\$119,869.00	\$121,084.46	\$174,321.00
	Option Chassis							
1	Keys	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
2	Tilt Steering and Cruise	1	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00
3	Power Windows	1	\$0.00	\$0.00	\$0.00	\$0.00	\$220.00	\$0.00
4	Additional Battery	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Snow Plow Wiring and Switches	1	\$0.00	\$0.00	\$0.00	\$200.00	\$95.00	\$0.00
6	Auxiliary Switches	1	\$0.00	\$0.00	\$0.00	\$0.00	\$475.00	\$0.00
	Options: Dump Body							
1	Bed Vibrator	1	\$850.00	\$850.00	\$850.00	\$950.00	\$950.00	\$320.00
2	Front Bumper Fabrication and Material							
	List	1	\$2,517.00	\$2,517.00	\$2,517.00	\$2,517.00	\$2,517.00	\$1,875.00
3	Move Front Tow Hooks	1	\$250.00	\$250.00	\$250.00	\$250.00	\$200.00	\$0.00
	<b>Total</b>		<b>\$118,592.00</b>	<b>\$118,592.00</b>	<b>\$123,553.00</b>	<b>\$123,586.00</b>	<b>\$125,616.46</b>	<b>\$176,526.00</b>
	Meet Specs		NO	NO	YES	YES	YES	YES
	List Delivery Time		120-180 Days	120-180 Days	120-180 Days	180 Days	90-150 Days	300 Days
	Chassis Warranty		24 Months Unlimited	24 Months Unlimited	24 Months Unlimited	12 Months Unlimited	12 Months Unlimited	12 Months 100,000 Miles
	Engine Manufacture and Warranty		Cummins L9 350HP 1000FT. LBS Torque 2 yr/250K	Detroit Diesel DD8 350HP 1050FT. LBS. Torque 3 yr/250K	Cummins L9 350HP 1000FT. LBS Torque 2yr/250K	Paccar PX-9 350HP 1150FT. LBS Torque 2yr/250K	Cummins L9 350HP 1000FT. LBS Torque 2 yr/250K	Mack MP-7 355HP 1260FT. LBS Torque 2yr/250K
	Transmission Manufacture and Warranty		Allison 3000RDS 2yr/Unlimited Mileage	Allison 3000RDS 2 yr/Unlimited Mileage	Allison 4500RDS 2yr/Unlimited Mileage	Allison 4500RDS 3yr/Unlimited Mileage	Allison 4500RDS 2yr/Unlimited Mileage	Allison 4500RDS 2yr/Unlimited Mileage
	Dump Body Manufacture and Warranty		Hilbilt Material Handler 15FT. 15YD 1 yr/Unlimited Mileage	Hilbilt Material Handler 15FT. 15YD 1 yr/Unlimited Mileage	Hilbilt Material Handler 15FT. 15YD 1 yr/Unlimited Mileage	Hilbilt Material Handler 15FT. 15YD 1 yr/Unlimited Mileage	Hilbilt Material Handler 15FT. 15YD 1 yr/Unlimited Mileage	Henderson Mark E Material Bed 15FT. 15YD 1 yr/Unlimited Mileage
	Notes:		Transmission specifications ask for a 4500 series automatic transmission. Vendor offered a 3000 series automatic transmission	Transmission specifications ask for a 4500 series automatic transmission. Vendor offered a 3000 series automatic transmission				

Account #030 5300 431 70 04 / Project #195311 Budget \$135,000.00. Bids were sent to 10 Vendors. 6 bids returned.

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

Wednesday, August 22, 2018

  
Patrick Harrison  
Purchasing Manager

  
Mike Bradley  
Fleet Manager



# City of Broken Arrow

## Request for Action

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**File #:** 18-1116, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Approval of and authorization to purchase one (1) ½-Ton Crew Cab Pickup Truck from John Vance, pursuant to the Oklahoma statewide Vehicle Contract, for the Police Department.

**Background:**

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 one ½-Ton Crew Cab Pickup for the Training Center.

John Vance submitted the lowest bid at \$28,577.00.

The current pickup that is assigned to the Training Center will be reassigned to the Traffic Unit for use as a Traffic Incident Management Vehicle.

Funds have been appropriated and are available in Police Department's portion of the Sales Tax Capital Improvement Fund.

**Cost:** \$28,577.00

**Funding Source:** Police Project 193001

**Requested By:** Brandon Berryhill, Police Chief

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

**Attachments:** ½ Ton Truck Crew Cab Statewide Contract 1000009315

**Recommendation:**

Approve the purchase of one (1) ½-Ton Crew Cab Pickup Truck from John Vance pursuant to the Oklahoma Statewide Contract.





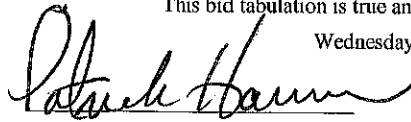
1/2 Ton Truck Crew Cab  
State Contract 1000009315  
Expires 11/14/2018

	Vendor		John Vance	Hudiburg Fleet Services	John Vance Auto Group
	Specification		2019 Ram 1500 Crew Cab	2019 Ford F150 Super Crew XI	2019 Chevrolet Silverado
Item Number	Item	Qty.	Each Price	Each Price	Each Price
	1/2 Ton Truck Crew Cab	1	\$23,558.00	\$25,876.00	\$25,478.00
	<b>Options</b>				
1	Larger V8 Gas Engine	1	Included	Included	Included
2	Long Bed- 6 1/2	1	\$580.00	\$475.00	\$389.00
3	Add 4WD w/Skid Plates	1	\$2,196.00	\$2,684.00	\$3,330.00
4	Add Limited Slip/Locking Diff.	1	\$375.00	\$420.00	\$395.00
5	Add Larger Alternator List Amps	1	N/A	N/A	\$142.50
6	Add Side Steps	1	\$425.00	\$350.00	\$390.00
9	Add Additional Keys	2	\$496.00	\$370.00	\$178.00
10	Add Deep Tinted Glass	1	\$189.00	\$186.00	\$225.00
11	Add Power Mirrors	1	Included	Included	Included
12	Add Carpet with Floor Mats	1	\$110.00	\$135.00	\$185.00
13	Add AM/FM/CD	1	\$223.00	\$550.00	\$200.00
14	Add All Terrain Tires	1	\$275.00	\$295.00	\$375.00
16	Add Hitch, Wiring, Receiver	1	\$150.00	\$195.00	\$375.00
	<b>Total</b>		<b>\$28,577.00</b>	<b>\$31,536.00</b>	<b>\$31,662.50</b>
	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 Dept. Project 193001

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

Wednesday, September 26, 2018



Patrick Harrison

Purchasing Manager



# City of Broken Arrow

## Request for Action

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**File #:** 18-1152, **Version:** 1

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### Broken Arrow City Council

**Meeting of: 10-02-2018**

**Title:**

Approval of and authorization to execute a Change Order CO2 for Construction Contract 176038/176040; Events Park Regional Playground and Pavilions

**Background:**

The Events Park Playground and Picnic Pavilions are 2014 Quality of Life General Obligation Bond projects. The purpose of the projects is to construct the Events Park Playground and Picnic Pavilions located on New Orleans St at S 209<sup>th</sup> E Ave. The bid documents included a Schedule A Base Bid and two Additive Alternatives for the Playground and a Schedule B Base Bid and two Additive Alternatives for the Picnic Pavilions. The project was advertised for bids on October 17<sup>th</sup> and 24<sup>th</sup>, 2017. Bids were opened on November 7<sup>th</sup>, 2017 and the contract was awarded Voy Construction, LLC with award of the Schedule A Base Bid with Additive Alternate No. 2, and Schedule B Base Bid for Events Park Playground and Picnic Pavilions in the amount of \$469,082.96.

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.

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order:	\$3,956.34
Total Cost of Change Orders:	\$54,556.34
Original Contract Amount:	\$469,682.96
Revised Contract Amount:	\$523,639.30
Percent Change in Contract:	11.63%
Applicable to Comp. Bid Act:	10.79%

**Cost:** \$3,956.34

**Funding Source:** 2014 Quality of Life General Obligation Bond

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

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

**Attachments:** 176038/176040 Events Park Playground Change Order #2

**Recommendation:**

Approve and execute the Change Order CO2 - for the Events Park Regional Playground and Pavilions Project.

## Contract Change Order # 2

Project Name: Events Park Regional Playground and Pavilions Project Number: 176038/176040  
Project Location: Events Park on 101st & Creek TrnPk Date of Application: Tuesday, September 25, 2018  
Contractor: Voy Construction, LLC Submitted By: Barry Burgard

### 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.
- 1) This change order cost is to adjust the original contract value to the reflected installed contract value.

#### Change in Contractual Project Time:

- 1) This change has created a lag in the project completion and the total delay time will be assessed upon completion of the project and addressed within a future change order.

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☐ Other: \_\_\_\_\_

### Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
CO1-2	NA	Reconcile Changes	N/A	\$ 3,956.34	1	\$ 3,956.34
						\$ -
Total Change Cost:						\$ 3,956.34

### Summary of Project Costs

Total Previous Change Orders:	\$ 50,600.00	Original Contract Amount:	\$ 469,082.96
Current Change Order:	\$ 3,956.34	Amended Contract Amount:	\$ 523,639.30
Total Cost of Change Orders:	\$ 54,556.34	Percent Change in Contract:	11.63%
Total Cost Applicable to CBA:	\$ 50,600.00	Percent Change Applicable to CBA:	10.79%

### Change Order Authorization

Change Order # 2 in the sum of: \$ 3,956.34 has been reviewed by all parties and is recommended for approval by:

Contractor Submitting Change Order:	<u>Barry B. Burgard</u> Name	<u>Barry B. Burgard</u> Signature	<u>9/25/18</u> Date
Construction Division Manager:	<u>for Timothy S Robins, PE</u> Name	<u>[Signature]</u> Signature	<u>9/25/18</u> Date
Director of Engineering & Construction:	<u>for Alex Mills, PE</u> Name	<u>[Signature]</u> Signature	<u>9/25/18</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>Kenneth D. Schwab</u> Signature	<u>09-25-18</u> Date
City Manager:	<u>Michael Spurgeon</u> Name	<u>[Signature]</u> Signature	<u>[Date]</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 : Tuesday, October 2, 2018



# City of Broken Arrow

## Request for Action

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**File #:** 18-1144, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Acceptance of a Temporary Construction Easement for the Haikey Creek Sewer repair located at 4501 W Washington Street in NE/4 of the NW/4 of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from the Robert and Gwendolyn McCullough

**Background:**

The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from the Gwendolyn L McCullough Trust for Haikey Creek Sewer Repair, located at 4501 W Washington Street in NE/4 of the NW/4 of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

**Cost:** \$0.00

**Funding Source:** N/A.

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

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

**Attachments:** Temporary Construction Easement

**Recommendation:**

Accept the Temporary Construction Easement conveyed to the City of Broken Arrow.



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, ROBERT K. MCCULLOUGH and GWENDOLYN L. MCCULLOUGH, CO-TRUSTEES of THE AMENDED AND RESTATED TRUST OF GWENDOLYN L. MCCULLOUGH DATED MARCH 2, 2004, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A" & "B"

for a period of not more than 12 MONTHS from the date of this instrument. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for the construction to repair a Haikey Creek sewer line crossing.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 18 day of September, 2018.

The Amended and Restated Trust of Gwendolyn L. McCullough, dated March 2, 2004

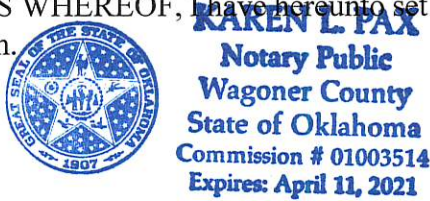
Robert K. McCullough, Co-Trustee

Gwendolyn L. McCullough, Co-Trustee

State of Oklahoma )  
County of Tulsa ) §.

Before me, the undersigned, a Notary Public within and for said County and State, on this 18 day of September, 2018, personally appeared Robert K. and Gwendolyn L. McCullough as Co-Trustees of the Amended and Restated Trust of Gwendolyn L. McCullough Dated March 2, 2004, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



Notary Public

Approved as to Form:  
Leslie Myers  
Assistant City Attorney

Approved as to Substance:  
City Manager

Attest:

Engineer: WSE checked: 9-18-18  
Project: Haikey Creek Sewer Repair

City Clerk

## **EXHIBIT "A"**

A tract of land that is part of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) of Section Twenty (20), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, According to the United States Government Survey thereof, less and except the North Sixty (60) feet thereof, and less and except beginning 50 feet South of the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4); thence South 40 feet; thence East 152.33 feet; Thence North 40 feet: thence West 152.33 feet to the Point of Beginning, and less and except Beginning at the Northwest corner of the NE/4 NW/4, Section 20, Township 18 North, Range 14 East of the Indian Base & Meridian, Tulsa County, Oklahoma. Thence a distance of 10.232 feet East of the of said NE corner of NE/4 NW/4 to the Point of beginning; thence S4°57' 54"E (4.965°) a distance of 55.210 feet; thence S15°11'42"E (15.195°) a distance of 132.937 feet; thence South a distance of 592.728 feet; thence East a distance of 230.985 feet thence N 15°11'42" W (15.195°) a distance of 747.137 feet; thence N4°57'54" W (4.965°) a distance of 55.211 feet; thence West a distance of 70.000 feet to The Point of Beginning.

## **EXHIBIT "B"**

### **SPECIAL CONDITIONS**

Access is hereby granted to the City of Broken Arrow to cross private property to repair a sewer crossing Haikey Creek with the following understanding. The City of Broken Arrow representative and the land owner agree on the following items.

1. Only trees between the yellow "Caution" ribbons will be removed. Those marked with RED paint may be removed and cut into fire wood or hauled off. Firewood may be left on site.
2. All brush removed from the access path may be moved to the field as a staging area while working on the job and removed on completion.
3. The terrain will be restored approximately to its original state.
4. All rock and gravel that is dumped on the ground in any staging area will be cleared from the ground where dumped and moved to the creek at completion of job. The field will remain free from stones and gravel when done.
5. Top soil will be provided to fill in the ruts made in the field by truck passage when finished.
6. Trucks shall only use gate entrance north of pond and stay off of asphalt surfaces.
7. If the creek crossing (two 24" culvert pipes) to the backfield is damaged by truck traffic the City shall repair such crossing. Owner would purchase new culvert pipes for city installation if that would help.
8. Gate shall be locked with City lock and closed in evenings. Gate may remain open during daytime work hours.
9. Owner shall be notified the day when work commences and the day work is complete.
10. City will be given a temporary front gate code for light vehicle access to work site if requested.

Bob McCullough    Feb 20, 2015  
Land Owner  
4501 West Washington, Broken Arrow



# City of Broken Arrow

## Request for Action

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**File #: 18-1156, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Approval of PT16-108A, Conditional Final Plat, North Rose Business Park, 13.20 acres, 13 lots, RM, R-2, CN, and CH to IL/PUD-253A, north of Kenosha Street, one-quarter mile east of Elm Place

**Background:**

The conditional final plat for North Rose Business Park contains 13.20 acres and is located north of Kenosha Street and one-quarter mile east of Elm Place.

On July 3, 2018, the Broken Arrow City Council recommended approval of PUD-253A, a Major Amended to PUD-253 to allow for additional uses. The applicant is proposing to construct a mixed-use development consisting of existing retail shop fronting Kenosha Street, warehouse/office, medical offices, and mini-storage to the north and three office buildings on the east side of the property. A public street, North Birch Avenue, will divide the property from Kenosha Street to the City of Broken Arrow Storm Water Detention Facility to the north.

On June 28, 2018, the Broken Arrow Planning Commission recommended approval of the Preliminary plat as recommended by staff.

This item was heard by TAC on September 11, 2018 and was recommended for approval (4-0 vote) by the Planning Commission in their meeting of September 13, 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

**Recommendation:**



Approve PT16-108A, Conditional Final Plat for North Rose Business Park, 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 #:** 18-1008, **Version:** 1

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### Broken Arrow Planning Commission

09-13-2017

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of PT16-108A, Conditional Final Plat, North Rose Business Park, 13.20 acres, 13 lots, RM, R-2, CN, and CH to IL/PUD-253A, north of Kenosha Street, one-quarter mile east of Elm Place**

#### **Background:**

**Applicant:** Mark Capron, Sisemore Weisz & Associates

**Owner:** Dunhill Properties Rental, LLC

**Developer:** Dunhill Properties Rental, LLC

**Engineer:** Sisemore Weisz & Associates

**Location:** North of Kenosha Street, one-quarter mile east of Elm Place

**Size of Tract** 13.20

**Number of Lots:** 1

**Present Zoning:** R-2, RM, CN, and CH to ON, CN, and IL (BAZ-1965).PUD-253A

**Comp Plan:** Levels 2 and 6 to Level 3 via BACP-123

The conditional final plat for North Rose Business Park contains 13.20 acres and is located north of Kenosha Street and one-quarter mile east of Elm Place.

On June 18, 2012, the City Council conditionally approved BACP-123, a request to change the Comprehensive plan designation on 6.51 acres from Level 2 (Urban Residential) to Level 6 (Regional Employment/Commercial). Approval was contingent upon the property being platted and developed through the PUD process.

On November 17, 2016, the City Council conditionally approved PUD-253 and BAZ-1965, a request to change the zoning from Residential Multifamily (RM), Single-Family (R-2), Commercial Neighborhood (CN), and Commercial Heavy (CH) to Industrial Light (IL) and PUD-253 for existing retail shop frontage, storage units, and office buildings. Approval was contingent upon the property being platted. As of today, the property is unplatted.

On June 14, 2018, the Broken Arrow Planning Commission recommended approval of PUD-253A, a Major Amended to PUD-253 to allow for additional uses. The recommendation will be heard by the Broken Arrow City Council on July 3, 2018.

On June 28, 2018, the Broken Arrow Planning Commission recommended approval of the Preliminary plat as recommend by staff.

On August 23, 2018, the Planning Commission recommended approval of BAL-2035 for three lot splits. At that time, the developer dedicated the Utility Easement and Right of Ways along Kenosha.

The applicant is proposing to construct a mixed-use development consisting of existing retail shop fronting Kenosha Street, warehouse/office, medical offices, and mini-storage to the north and three office buildings on the east side of the property. A public street, North Birch Avenue, will divide the property from Kenosha Street to the City of Broken Arrow Storm Water Detention Facility to the north.

Water and sanitary sewer service to this property are available from the City of Broken Arrow. According to the FEMA maps, none of the property is located in the 100-year floodplain area.

**Attachments:** Checklist  
Conditional Final Plat and Covenants

**Recommendation:**

Staff recommends PT16-108A, Conditional Final plat for Kenosha-Elm Business Park, be approved, subject to the attached checklist.

**Reviewed By: Larry R. Curtis**

**Approved By: Michael Skates**

LRC

# **BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST**

## **PLAT INFORMATION**

NAME OF PLAT: North Rose Business Park

CASE NUMBER: PT16-108A

RELATED CASE NUMBERS:

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: 02-18-14

GENERAL LOCATION: One-quarter mile east of Elm Place, north of Kenosha Street

CURRENT ZONING:

SANITARY SEWER BASIN:

STORM WATER DRAINAGE BASIN:

ENGINEER:

ENGINEER ADDRESS:

ENGINEER PHONE NUMBER:

DEVELOPER/OWNER:

DEVELOPER ADDRESS:

DEVELOPER PHONE NUMBER:

OWNER:

DEVELOPER ADDRESS:

DEVELOPER PHONE NUMBER:

## **PRELIMINARY PLAT**

APPLICATION MADE: June 4, 2018

TOTAL ACREAGE: 13.20

NUMBER OF LOTS: 13

TAC MEETING DATE: June 26, 2018

PLANNING COMMISSION MEETING DATE: June 26, 2018

COMMENTS:

1. \_\_\_\_ On the conceptual utilities, on the east side, there is an existing detention facility whose outfall discharges on to Lot 2, Block 2. Show a storm sewer from the outfall to Reserve A.
2. \_\_\_\_ Revise Section III of the covenants with the date of approval of PUD 253 by the City Council.
3. \_\_\_\_ Include bearings and dimensions on all proposed easements.
4. \_\_\_\_ Define L/S –Landscape Easement in the legend.
5. \_\_\_\_ Delete the Notice paragraph referencing COT & TMAPC
6. \_\_\_\_ Complete the Backflow Preventer Table
7. \_\_\_\_ Add City Council approval dates when available
8. \_\_\_\_ In the Screening & Building Aesthetics Requirements, state which side of the 8-foot wooden fence will face the Business Park and which side will face the adjoining Kenwood Additions
9. \_\_\_\_ Add corner clips to entry onto Main Street from Kenosha Street.
10. \_\_\_\_ Label rear building line and East building line in Development Area C.
11. \_\_\_\_ Utility easement in Development Area C along Kenosha Street needs to be 17.5-feet in width.
12. \_\_\_\_ Place case number (PT16-108A) in lower right corner of plat.
13. \_\_\_\_ Backflow preventer table needs to be removed and replaced with, "All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance thereof shall be at the sole expense of the property owner."
14. \_\_\_\_ Per PUD-253A, a land scape easement of 10 feet needs to be in place along North Birch Avenue.
15. \_\_\_\_ Remove the "W" in North Britch Avenue W.
16. \_\_\_\_ Encase the fire hydrants in U/E on lots 6 & 8, block 1; the 7.5' U/E is smaller than the fire hydrant offset in the standard drawing W-09 for the hydrant assembly.
17. \_\_\_\_ Complete the LNA along Kenosha St.
18. \_\_\_\_ Center the SW Drive within the 40' of access zone and the MAE, coordinate with the City's engineering dep with regards to the design plans for Kenosha.
19. \_\_\_\_ Section II4 covering information on Reserve A contains the following sentence. "..... and thereafter shall be a lien against lots of block 1 North Rose Business Park....." to describe how a lien would be filed in the event maintenance actions

were not performed by the property owners association as owners of the reserve area. Broken Arrow does not file liens against multiple lot owners that make up the membership of property owners associations, but simply would file a lien against the reserve owner which is the property owners association. Revise that portion of the sentence to read “ and thereafter shall be a lien against the property owners association as owners of Reserve A.....”.

20. \_\_\_\_\_ Section II4 covering information on Reserve B contains the following sentence. “..... and thereafter shall be a lien against lots of block 2 North Rose Business Park.....” to describe how a lien would be filed in the event maintenance actions were not performed by the property owners’ association as owners of the reserve area. Broken Arrow does not file liens against multiple lot owners that make up the membership of property owners associations, but simply would file a lien against the reserve owner which is the property owners association. Revise that portion of the sentence to read “ and thereafter shall be a lien against the property owners association as owners of Reserve B.....”.
21. \_\_\_\_\_ If the intent is for the lot owners of Block 1 to maintain Reserve A and lot owners of Block 2 to maintain Reserve B, then it should be set up so that two different property owners associations are formed with different maintenance responsibilities for each association.
22. \_\_\_\_\_ Section IIA states that the property owners association is formed for the general purpose of maintaining Reserves A and B. That section should also state that the property owners association should own reserves A and B.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT:

APPLICATION MADE:

TOTAL ACREAGE:

NUMBER OF LOTS:

TAC MEETING DATE:

PLANNING COMMISSION MEETING DATE:

CITY COUNCIL MEETING DATE:

COMMENTS:

23. \_\_\_\_\_ 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.
24. \_\_\_\_\_ Please show dedication of utility easements along Kenosha as by separate instrument and document number.
25. \_\_\_\_\_ On the conceptual utilities, on the east side, there is an existing detention facility whose outfall discharges on to Lot 2, Block 2. Show a storm sewer from the outfall to Reserve A.
26. \_\_\_\_\_ Include bearings and dimensions on all proposed easements.
27. \_\_\_\_\_ Define L/S –Landscape Easement in the legend (what is its purpose?)
28. \_\_\_\_\_ Label East building line in Development Area C.
29. \_\_\_\_\_ Utility easement in Development Area C along Kenosha Street needs to be 17.5-feet in width. Please note that with the addition of the corner clip, the UE needs to be updated to show the full 17.5-feet in width along the 45 degrees.
30. \_\_\_\_\_ Section I.4 covering information on Reserve A contains the following sentence. “..... and thereafter shall be a lien against lots of block 1 North Rose Business Park.....” to describe how a lien would be filed in the event maintenance actions were not performed by the property owners association as owners of the reserve area. Broken Arrow does not file liens against multiple lot owners that make up the membership of property owners associations, but simply would file a lien against the reserve owner which is the property owners association. Revise that portion of the sentence to read “ and thereafter shall be a lien against the property owners association as owners of Reserve A.....” If the intent is for the lot owners of Block 1 to maintain Reserve A and lot owners of Block 2 to maintain Reserve B, then it should be set up so that two different property owners associations are formed with different maintenance responsibilities for each association. This still should be a part of the Owners Association and should be filed within those documents.
31. \_\_\_\_\_ Landscaping plan must be submitted
32. \_\_\_\_\_ 10’ Landscaping buffer along Kenosha is required
33. \_\_\_\_\_ All Engineering plans must be submitted before reviewed and NET before the Conditional Final Plat goes to city council.

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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, APPROVED ON:  
\_\_\_\_ PAVING PLANS, APPROVED ON:  
\_\_\_\_ WATER PLANS, APPROVED ON:  
\_\_\_\_ SANITARY SEWER PLANS, APPROVED 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? \_\_\_\_\_ 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: \_\_\_\_\_  
\_\_\_\_ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT  
\_\_\_\_ MONUMENTS SHOWN ON PLAT  
\_\_\_\_ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

## 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	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE	\$ _____
____ 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.	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____

**TOTAL FEE(S)** \$ \_\_\_\_\_

## 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

# Draft Final Plat

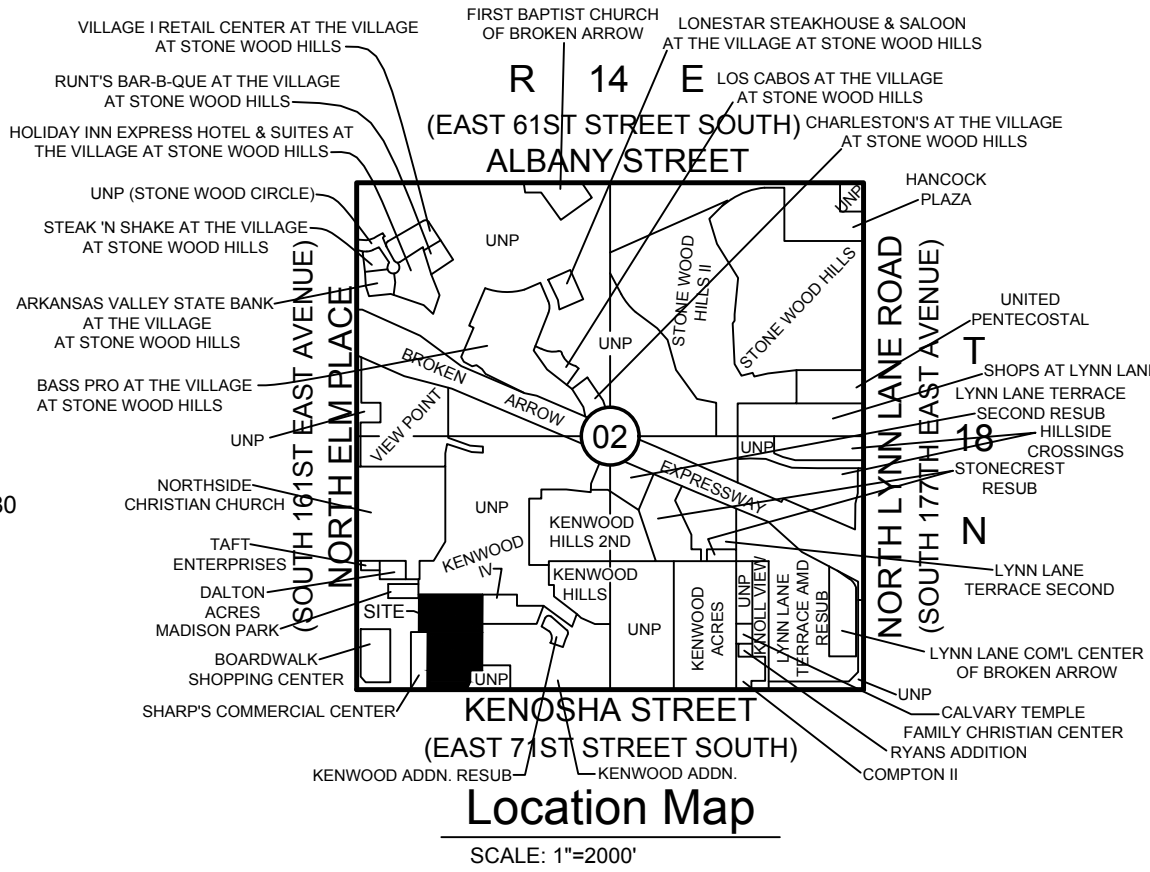
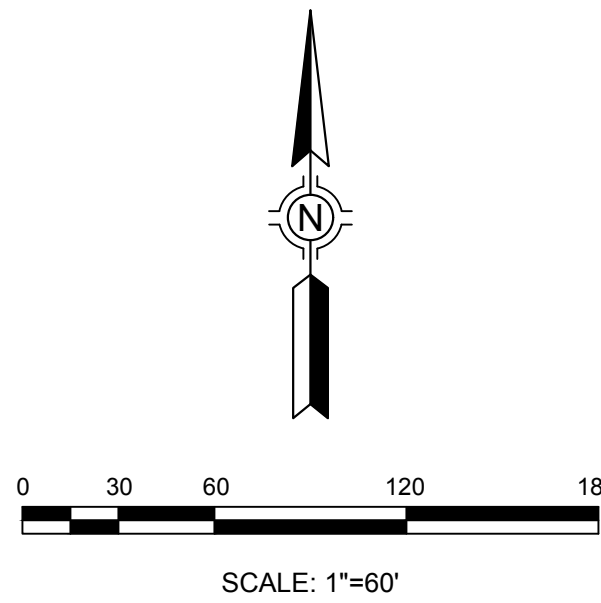
# North Rose Business Park

PART OF THE SW QUARTER (SW/4) OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST,  
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 253-A

Owner/Developer:  
Dunhill Properties Rental, LLC  
An Oklahoma Limited Liability Company  
5103 S. Sheridan Road, Suite #690  
Tulsa, OK 74145  
Phone: (918) 392-3500  
Contact: Mr. Abdul Salam Ahlou, General Partner

Engineer/Surveyor:  
Sisemore Weisz & Associates, Inc.  
Certificate of Authorization No. 2421 Exp. June 30, 2019  
6111 E. 32nd Place  
Tulsa, Oklahoma 74135  
Phone: (918) 665-3600  
E-mail: gweisz@sw-assoc.com



#### Subdivision Statistics:

SUBDIVISION CONTAINS THIRTEEN (13) LOTS IN THREE (3) BLOCKS  
AND TWO (2) RESERVE AREAS  
RESERVE AREA "A" CONTAINS 0.814 ACRES (35,490 SF)  
RESERVE AREA "B" CONTAINS 0.852 ACRES (37,114 SF)  
SUBDIVISION CONTAINS 13.195 TOTAL ACRES (574,780 SF)  
W. KENOSHA STREET R/W BEING DEDICATED BY PLAT CONTAINS 0.583 ACRES (25,407 SF)

#### Legend:

U/E = UTILITY EASEMENT  
EA/E = EMERGENCY ACCESS EASEMENT  
OD/E = OVERLAND DRAINAGE EASEMENT  
L/S = LANDSCAPE  
LS/E = LANDSCAPE EASEMENT  
B/L = BUILDING SETBACK LINE  
R/W = RIGHT-OF-WAY  
ACC = ACCESS  
LNA = LIMITS OF NO ACCESS  
ESMNT. = EASEMENT  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
IP = IRON PIN  
XXXX = STREET ADDRESS  
MA/E = MUTUAL ACCESS EASEMENT

#### Note:

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.

#### Monumentation:

3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS  
UNLESS OTHERWISE NOTED.

#### Basis of Bearing:

THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, WITH THE SOUTH LINE OF SECTION 2 AS SOUTH 88°32'07" WEST.  
  
Benchmark:  
CHISELED SQUARE ON CONCRETE CURB LOCATED APPROXIMATELY 57' SOUTHEAST OF THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, KENOSHA-ELM BUSINESS PARK.  
NAVD 1988 DATUM  
ELEVATION=738.40

#### Backflow Preventer Note:

ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE THEREOF SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER.

APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
  
Mayor \_\_\_\_\_  
  
Attest: City Clerk \_\_\_\_\_

THIS DOCUMENT IS PRELIMINARY IN  
NATURE AND IS NOT A FINAL, SIGNED  
AND SEALED DOCUMENT.

Draft Final Plat  
North Rose Business Park  
Sheet 1 of 3  
Date Prepared: August 18, 2018

Lot Area Table (Block 1)

Lot #	Area (SF)
1	32,204.90
2	26,914.36
3	31,769.63
4	31,769.63
5	37,064.63
6	37,064.63
7	37,504.36
8	44,803.72

Lot Area Table (Block 2)

Lot #	Area (SF)
1	28,851.23
2	28,867.22
3	34,654.60

Lot Area Table (Block 3)

Lot #	Area (SF)
1	19,258.64
2	29,619.25

Line Table

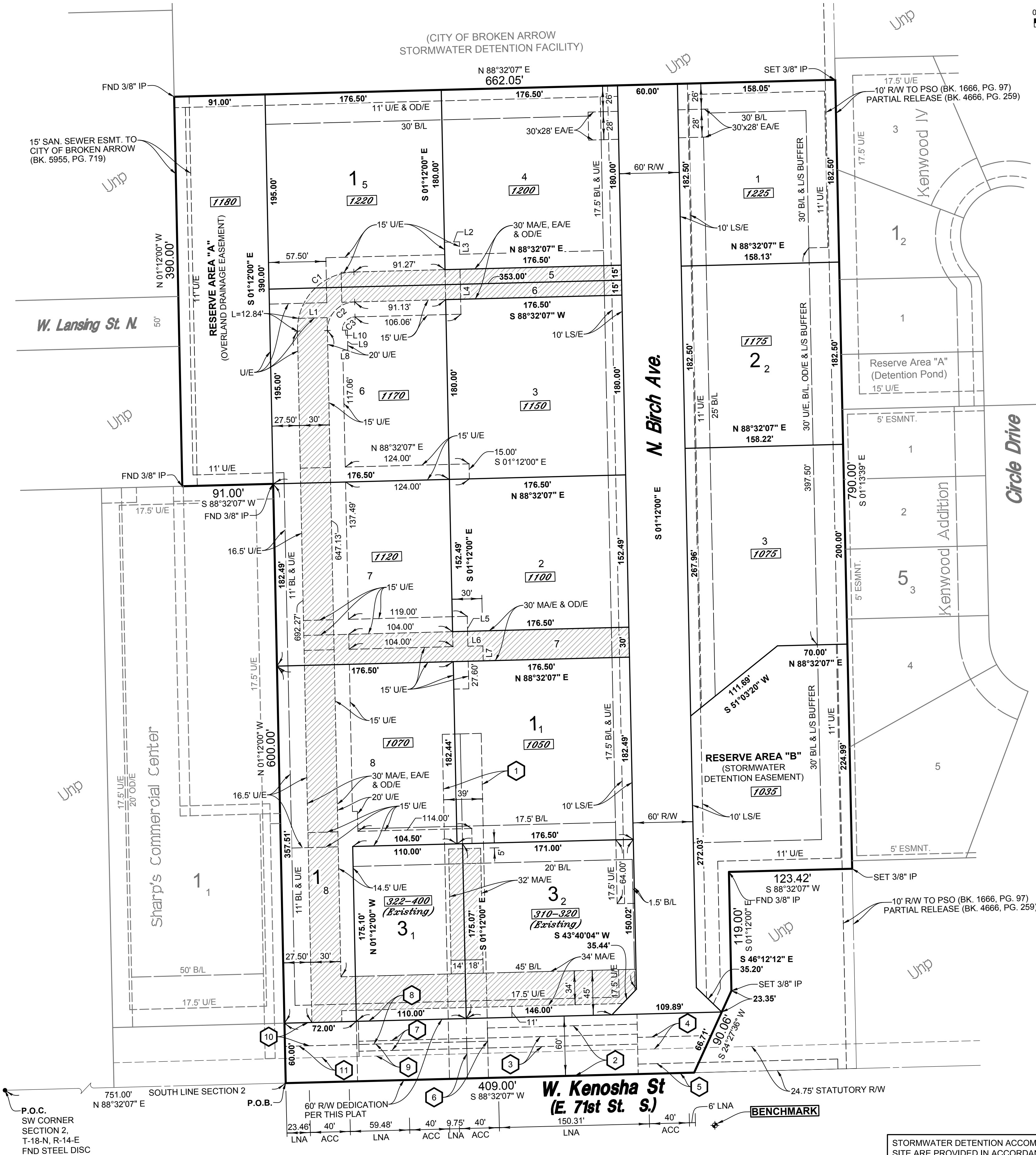
LINE #	LENGTH	BEARING
L1	28.58	S 88°32'07" W
L2	15.00	N 88°32'07" E
L3	12.50	S 01°12'00" E
L4	45.00	S 01°12'00" E
L5	30.00	S 01°12'00" E
L6	15.00	N 88°32'07" E
L7	15.00	S 01°12'00" E
L8	5.00	N 88°48'00" E
L9	20.00	N 01°12'00" W
L10	5.00	S 88°48'00" W

Curve Table

CURVE #	LENGTH	RADIUS	DELTA (Δ)	CHORD LENGTH	CHORD BEARING
C1	90.84'	58.00	89°44'07"	81.83'	N 43°40'04" E
C2	43.85'	28.00	89°44'07"	39.51'	S 43°40'04" W
C3	20.36'	13.00	89°44'07"	18.34'	N 43°40'04" E

#### Easement Legend:

- PERMISSIVE USE/ENCROACHMENT AGREEMENT (BK. 6498, PG. 1302) & (BK. 6688, PG. 2482) (TO BE CLOSED)
- DEED OF DEDICATION TO THE PUBLIC (BK. 2808, PG. 34)
- R/W TO OKLAHOMA NATURAL GAS (BK. 2358, PG. 434)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 997)
- R/W TO OKLAHOMA NATURAL GAS (BK. 2358, PG. 433)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 995)
- R/W TO OKLAHOMA NATURAL GAS (BK. 2358, PG. 432)
- SEWER EASEMENT TO CITY OF BROKEN ARROW (BK. 5041, PG. 823)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 999)
- SEWER EASEMENT TO THE CITY OF BROKEN ARROW (BK. 5208, PG. 268)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 993)



STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD-043018-16

CASE NO. PT16-108A DEVELOPMENT NO. XX-XXX



Draft Final Plat

# North Rose Business Park

PART OF THE SW QUARTER (SW/4) OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST,  
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## P.U.D. NO. 253-A

### Deed of Dedication North Rose Business Park

KNOW ALL MEN BY THESE PRESENTS:

DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

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

COMMENCING AT THE SOUTHWEST CORNER OF SECTION TWO (2); THENCE NORTH 88°32'07" EAST ALONG THE SOUTHERLY LINE OF THE SW/4 SW/4 OF SAID SECTION 2 FOR 751.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 01°12'00" WEST ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SHARP'S COMMERCIAL CENTER, A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALONG THE EASTERLY LINE OF SAID SHARP'S COMMERCIAL CENTER, FOR 600.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88°32'07" WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID SW/4 SW/4, AND ALONG THE NORTHERLY LINE OF SAID SHARP'S COMMERCIAL CENTER, FOR 91.00 FEET; THENCE NORTH 01°12'00" WEST FOR 390.00 FEET; THENCE NORTH 88°32'07" EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 662.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID SW/4 SW/4, THE SAME BEING A POINT ON THE WESTERLY LINE OF KENWOOD IV, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°13'39" EAST ALONG THE EASTERLY LINE OF SAID SW/4 SW/4, AND ALONG THE WESTERLY LINE OF KENWOOD IV, AND ALONG THE WESTERLY LINE OF KENWOOD, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALONG THE SOUTHERLY EXTENSION THEREOF, FOR 790.00 FEET TO A POINT THAT IS NORTH 01°13'39" WEST A DISTANCE OF 200.00 FEET FROM THE SOUTHEAST CORNER OF SAID SW/4 SW/4; THENCE SOUTH 88°32'07" WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 123.42 FEET; THENCE SOUTH 01°12'00" EAST FOR 119.00 FEET; THENCE SOUTH 24°27'38" WEST FOR 90.06 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW/4 SW/4; THENCE SOUTH 88°32'07" WEST ALONG THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 409.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 574,780 SQUARE FEET OR 13.195 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 13 LOTS, 3 BLOCKS, AND 2 RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "NORTH ROSE BUSINESS PARK", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

#### SECTION I. STREETS, EASEMENTS AND UTILITIES

##### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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, 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 RESERVES 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 RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT 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 AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

##### B. UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION, AS NECESSARY, IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
- 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 SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS 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 CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR 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 SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

##### C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, 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, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER 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.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

##### D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF KENOSHA-ELM BUSINESS PARK, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION FROM STREETS AND EASEMENTS. NO LOT OWNER(S) 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

##### E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

##### F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST KENOSHA STREET NORTH 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 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.

##### G. EMERGENCY ACCESS EASEMENT

THE OWNER HEREBY DEDICATES TO THE PUBLIC, A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "EMERGENCY ACCESS EASEMENT" FOR THE PURPOSE OF PROVIDING EMERGENCY ACCESS BY CITY TO SAID TRACT AND TO THE SUBDIVISION ADJACENT TO THE EAST BOUNDARY OF SAID TRACT, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, EMERGENCY MEDICAL AND AMBULANCE SERVICE. THIS EASEMENT IS NOT FOR ORDINARY ACCESS BY THE GENERAL PUBLIC.

CITY OF BROKEN ARROW IS HEREBY GIVEN AND GRANTED POSSESSION OF SAID ABOVE-DESCRIBED TRACT FOR THE PURPOSES AFORESAID, AND GRANTOR, FOR ITSELF AND ITS HEIRS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, COVENANTS THAT NO BUILDING, STRUCTURE, FENCE, WALL OR OTHER ABOVE GROUND OBSTRUCTION, INCLUDING BUT NOT LIMITED TO SHIPPING CONTAINERS, STORAGE CONTAINERS OR HEAVY EQUIPMENT, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED ON THE ABOVE DESCRIBED TRACT; AND FURTHER COVENANTS THAT IT WILL PROVIDE AND MAINTAIN OVER THE FULL WIDTH AND LENGTH OF EASEMENT AREA SURFACING OF GRAVEL OR OTHER ALL-WEATHER MATERIAL SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES; AND MAINTAIN THE EASEMENT AREA IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN; AND FURTHER COVENANTS THAT IN THE EVENT THE TERMS OF THIS PARAGRAPH ARE VIOLATED BY GRANTOR OR ANY PERSON IN PRIVITY WITH IT, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM CITY. CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION AND IN THE EVENT THE CITY REMOVES OR ELIMINATES SUCH VIOLATION, GRANTOR SHALL REIMBURSE CITY FOR THE COST.

##### H. MUTUAL ACCESS EASEMENT

THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS TO ALL OWNERS OF LOTS, OR PARTS THEREOF, IN THE SUBDIVISION, THEIR RESPECTIVE GRANTEEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE PERPETUAL EASEMENT ON, OVER AND ACROSS SUCH PAVED DRIVES AS MAY FROM TIME TO TIME EXIST WITHIN THE SUBDIVISION FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE ON, OVER AND ACROSS THE LOTS AND TO AND FROM THE PUBLIC STREETS ADJACENT TO THE LOTS. NOTWITHSTANDING THE FOREGOING, THE ACCESS RIGHTS HEREIN ESTABLISHED MAY, IN THE PARTICULAR INSTANCE AND WITH RESPECT TO A PARTICULAR LOT OR PART THEREOF, BE MODIFIED OR TERMINATED BY ACTION OF THE BROKEN ARROW PLANNING COMMISSION. NOTHING HEREIN SHALL BE DEEMED TO ESTABLISH CROSS-PARKING RIGHTS.

##### I. RESERVE AREA "A" (OVERLAND DRAINAGE EASEMENT)

- RESERVE AREA "A", DEPICTED ON THE ACCOMPANYING PLAT AS AN OVERLAND DRAINAGE EASEMENT, IS DEDICATED TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE OVERLAND DRAINAGE EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OF CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- MAINTENANCE OF THE OVERLAND DRAINAGE EASEMENT SHALL BE BY THE OWNER THEREOF IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OF THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE OWNER 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 LOTS OF BLOCK 1 NORTH ROSE BUSINESS PARK, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

##### J. RESERVE AREA "B", STORMWATER DETENTION EASEMENT

- STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA WITHIN THE SUBDIVISION, SHALL BE MAINTAINED BY THE OWNERS OF RESERVE "B", NORTH ROSE BUSINESS PARK. THE MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATIONS, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREAS. MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE AT THE COST OF THE OWNER OF THE LOTS OF BLOCK 2, NORTH ROSE BUSINESS PARK. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE KEPT FREE OF LITTER; AND
  - RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.
- IN THE EVENT THE OWNER THE LOTS OF BLOCK 2, NORTH ROSE BUSINESS PARK, FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF RESERVE "B", NORTH ROSE BUSINESS PARK.
- IN THE EVENT THE OWNER OF RESERVE "B", NORTH ROSE BUSINESS PARK, OBLIGATED TO MAINTAIN THE STORMWATER DETENTION EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE OF THE STORMWATER DETENTION EASEMENT AS ABOVE SET FORTH, 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 OWNER OF RESERVE "B", NORTH ROSE BUSINESS PARK. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### SECTION II. PROPERTY OWNERS' ASSOCIATION

##### A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER / DEVELOPERS SHALL FORM THE NORTH ROSE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT ENTITY ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA, AND FORMED FOR THE GENERAL PURPOSE OF MAINTAINING RESERVE AREAS "A" & "B", AND OTHER COMMON AREAS WITHIN NORTH ROSE BUSINESS PARK.

##### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL AUTOMATICALLY BECOME A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT IN THE SUBDIVISION SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.

#### SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, "NORTH ROSE BUSINESS PARK" WAS SUBMITTED AS PART OF PLANNED UNIT MAJOR AMENDMENT DEVELOPMENT PUD 253-A (PUD 253-A) PURSUANT TO THE BROKEN ARROW ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "BROKEN ARROW ZONING CODE"); AND

WHEREAS, PUD #253-A WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON JUN 14, 2018 AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JULY 3, 2018, OKLAHOMA; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THIS SUBDIVISION FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND AMENDMENTS THERETO; AND

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

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT WITHIN "NORTH ROSE BUSINESS PARK", AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AS HEREINAFTER SET FORTH.

##### A. PUD DEVELOPMENT AREA "A" - CONSISTING OF BLOCK 1, NORTH ROSE BUSINESS PARK

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS FOLLOWS:

- |  |                        |
|--|------------------------|
| 1. LAND AREA:  | 7.379 AC. (321,451 SF) |
| 2. EXISTING ZONING:  | RM, R-2, CN, CH        |
| 3. PROPOSED ZONING:  | PUD / IL               |
| 4. PERMITTED USES:   |                        |
| a. OFFICE WAREHOUSE WITH NO MINIMUM OFFICE COMPONENT AREA,   |                        |
| b. MEDICAL OFFICE OR CLINICS, BUSINESS OR PROFESSIONAL OFFICES, FINANCIAL INSTITUTION WITHOUT A DRIVE-THRU FACILITY, |                        |

- c. MINI-STORAGE FACILITY WITH AN ACCESSORY-USE OFFICE BUILDING AND,
- d. COMMUNICATIONS TOWER (CONTINGENT SPECIFIC USE PERMIT APPROVAL).

- |  |   |
|--|---|
| 5. MINIMUM LOT AREA:   | 12,000 SF   |
| 6. MINIMUM LOT FRONTAGE:   | 15 FEET<br>FLAG LOTS PERMITTED                        |
| 7. MAXIMUM BUILDING HEIGHT:  | 25 FEET   |
| 8. MINIMUM BUILDING SETBACKS:                                      |   |
| a. FROM THE EASTERLY BOUNDARY OF DEVELOPMENT AREA "A":             | 17.50 FEET  |
| b. FROM THE NORTHERLY BOUNDARY OF DEVELOPMENT AREA "A":            | 30 FEET   |
| c. FROM THE MOST WESTERLY BOUNDARY OF DEVELOPMENT AREA "A":        | 80 FEET   |
| d. FROM THE REMAINING WESTERLY BOUNDARIES OF DEVELOPMENT AREA "A": | 11 FEET   |
| e. FROM THE SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "A":          | 17.50 FEET  |
| f. COMMUNICATION TOWER   | LIMITED TO THE NORTH 390 FEET OF DEVELOPMENT AREA "A" |
| 9. MINIMUM LANDSCAPED AREA:  |   |

A LANDSCAPED AREA OF 30 FEET IN WIDTH IS REQUIRED ALONG THE NORTHERLY AND SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "A", WITH THE EXCEPTION OF THE MOST WESTERLY BOUNDARY OF DEVELOPMENT AREA "A" WHICH SHALL REQUIRE A MINIMUM 80' WIDTH NATURAL, UNDISTURBED AREA FOR THE PARK GROVE CREEK DRAINAGE WAY. BASED UPON FEMA 100-YEAR FLOODPLAIN LIMITS WITHIN THE EXTREME WESTERLY PORTION OF DEVELOPMENT AREA "A", NO NEW TREE PLANTINGS, FENCING, OR OTHER OBSTRUCTIONS ARE TO BE PLACED WITHIN THE SUBJECT PARK GROVE CREEK DRAINAGE / RESERVE AREA, WITHIN THE 30' WIDTH LANDSCAPE AREA FOR THE REMAINING NORTHERLY AND SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "A". A MINIMUM OF ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY SEVENTY-FIVE (75) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED.

ALONG THE FRONTAGE OF LOTS WITHIN DEVELOPMENT AREA "A" THAT ABUT THE NORTH BIRCH AVENUE RIGHT-OF-WAY, A LANDSCAPE AREA OF 10' IN WIDTH IS REQUIRED. WITHIN THIS 10' WIDTH LANDSCAPE AREA, A MINIMUM OF ONE TREE SHALL BE PLANTED FOR EVERY FIFTY (50) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED.

ALL TREES TO BE PLANTED IN THE ABOVE DESCRIBED LANDSCAPE AREAS ARE TO BE A MINIMUM 2" CALIPER WIDTH, SUCH TREES SHALL BE ON THE CITY'S APPROVED TREE LIST OR AS OTHERWISE APPROVED BY THE CITY, AND OTHER APPLICABLE LANDSCAPING REQUIREMENTS OF THE CITY OF BROKEN ARROW ZONING CODE SHALL BE MET.

##### 10. SCREENING / BUFFERING:

OUTDOOR STORAGE AREAS SHALL BE SCREENED FROM VIEW FROM BOUNDARIES OF DEVELOPMENT AREA A. SCREEN FENCE SHALL BE A MINIMUM OF 6' TALL. PARKING AREA SHALL NOT BE CONSIDERED AS STORAGE AREAS. CHAIN LINK FENCES FRONTING NORTH BIRCH AVENUE ARE PROHIBITED. FENCING PLANS WILL BE APPROVED AT THE TIME OF SITE PLAN APPROVAL OF EACH LOT.

THE BUILDING FACADES WHICH ARE DIRECTLY ADJACENT TO NORTH BIRCH AVENUE ROADWAY SHALL BE FULLY CONSTRUCTED OF MASONRY, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR A COMBINATION THEREOF, WITH THE EXCEPTION OF WINDOW OR DOOR OPENINGS.

##### LIGHTING:

ALL EXTERIOR LIGHTING WITHIN DEVELOPMENT AREA "A" SHALL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. SUBMITTAL AND APPROVAL OF EXTERIOR LIGHTING PLANS FOR EACH DEVELOPMENT LOT WITHIN DEVELOPMENT AREA "A" SHALL BE REQUIRED.

##### 11. OFF-STREET PARKING:

PARKING SHALL BE PROVIDED AT THE TIME OF SITE PLAN APPROVAL PER SCHEDULE C OR SECTION 5.4.D.3 OF THE BROKEN ARROW ZONING CODE.

##### 12. SIGNAGE:

INTERIOR SIGNAGE SHALL BE PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. ADDITIONALLY, ONE (1) OFF-PREMISES ADVERTISING SIGN FOR THE PROPERTY WITHIN AREA A OF NORTH ROSE BUSINESS PARK PROJECT SHALL BE ALLOWED NEAR WEST KENOSHA STREET, IN SOUTHWEST CORNER OF THE DEVELOPMENT. SUCH SIGNAGE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF TWENTY (20) FEET, CONTAIN NO GREATER THAN TWO-HUNDRED (200) FEET OF DISPLAY SURFACE AREA, AND MEET SIGNAGE PLACEMENT AND DESIGN CRITERIA AS SET FORTH IN THE CITY OF BROKEN ARROW ZONING CODE.

13. SOLID WASTE DISPOSAL:  
ANY NEW DUMPSTERS IN DEVELOPMENT AREA "A" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, SIX FOOT MINIMUM. ANY NEW DUMPSTER(S) IN DEVELOPMENT AREA "A" SHALL NOT BE LOCATED WITHIN THE SETBACK ADJACENT TO NORTH BIRCH AVENUE OR ANY MINIMUM LANDSCAPE BUFFERS.

##### 14. OTHER BULK AND AREA REQUIREMENTS:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

##### B. PUD DEVELOPMENT AREA "B" - CONSISTING OF BLOCK 2, NORTH ROSE BUSINESS PARK

DEVELOPMENT AREA "B" SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE ON DISTRICT, EXCEPT AS FOLLOWS:

- |   |   |
|---|---|
| 1. LAND AREA:   | 3.128 AC. (136,267 SF)  |
| 2. EXISTING ZONING:   | RM, R-2, CH   |
| 3. PROPOSED ZONING:   | PUD / ON  |
| 4. PERMITTED USES:  |   |
| MEDICAL OFFICE OR CLINICS, BUSINESS OR PROFESSIONAL OFFICES, FINANCIAL INSTITUTION WITHOUT A DRIVE-THRU FACILITY, |   |
| 5. MINIMUM LOT AREA:  | 12,000 SF   |
| 6. MAXIMUM LOT AREA:  | 2.49 ACRES  |
| 7. MINIMUM LOT FRONTAGE:  | 100 FEET  |
| 8. MAXIMUM BUILDING HEIGHT:   | 2-STORIES; UP TO 45 FEET FROM GRADE LEVEL TO THE HIGHEST BUILDING RIDGE LINE.                                 |
| 9. MINIMUM BUILDING SETBACKS:   |   |
| a. FROM THE EASTERLY RIGHT-OF-WAY LIMITS OF NORTH BIRCH AVENUE:   | 25 FEET   |
| b. FROM THE NORTHERLY BOUNDARY OF DEVELOPMENT AREA "B":   | 30 FEET   |
| c. FROM THE EASTERLY BOUNDARY OF DEVELOPMENT AREA "B":  | 30 FEET FOR BUILDING STRUCTURES OF 35' OR LESS IN HEIGHT; 50 FEET FOR BUILDING STRUCTURES OVER 45' IN HEIGHT. |
| d. FROM THE SOUTHERLY BOUNDARY OF THE MOST SOUTHERLY LOT LOCATED WITHIN DEVELOPMENT AREA "B":                     | 10 FEET   |
| e. FROM INTERNAL SIDE LOT LINES WITHIN DEVELOPMENT AREA "B":  | 0 FEET  |

APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma.

Mayor

Attest: City Clerk

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

Draft Final Plat  
North Rose Business Park

Sheet 2 of 3  
Date Prepared: August 18, 2018

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD-043018-16

CASE NO. PT16-108A DEVELOPMENT NO. XX-XXX



Draft Final Plat

# North Rose Business Park

PART OF THE SW QUARTER (SW/4) OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST,  
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication  
North Rose Business Park

## P.U.D. NO. 253-A

### 10. MINIMUM LANDSCAPED AREA:

A LANDSCAPED AREA OF 30 FEET IN WIDTH IS REQUIRED ALONG THE EXTREME EASTERLY BOUNDARY OF DEVELOPMENT AREA "B" AND MAY BE LARGE AND CONCURRENT WITH UTILITY EASEMENT(S). WITHIN THIS 30' WIDTH LANDSCAPED AREA, A MINIMUM OF ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY THIRTY (30) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED, PROVIDED NO SUCH REQUIRED TREES SHALL BE SPACED GREATER THAN A DISTANCE OF FORTY (40) LINEAL FEET AT ANY POINT ALONG SUCH LANDSCAPE AREA. A MINIMUM OF 75% OF THE TREES TO BE PLANTED IN THE SUBJECT LANDSCAPED AREA SHALL BE EVERGREEN, WITH SUCH EVERGREEN TREES HAVING A MINIMUM MATURE HEIGHT OF 15'. UP TO 25% OF THE TREES TO BE PLANTED IN THE LANDSCAPED AREA MAY BE BROADLEAF DECIDUOUS, HAVING A MINIMUM MATURE HEIGHT OF 15'.

ALONG THE NORTHERLY AND SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "B", WITH THE EXCEPTION OF NORTH BIRCH AVENUE ROADWAY AREAS, A LANDSCAPE AREA OF 30' IN WIDTH IS REQUIRED. WITHIN THIS 30' WIDTH LANDSCAPED AREA, A MINIMUM OF ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY SEVENTY-FIVE (75) LINEAL FEET OF LANDSCAPE AREA. ALONG THE FRONTAGE OF LOTS WITHIN DEVELOPMENT AREA "B" THAT ABUT THE NORTH BIRCH AVENUE RIGHT-OF-WAY, A LANDSCAPED AREA OF 10' IN WIDTH IS REQUIRED. WITHIN THIS 10' WIDTH LANDSCAPE AREA, A MINIMUM OF ONE TREE SHALL BE PLANTED FOR EVERY FIFTY (50) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED.

ALL TREES TO BE PLANTED IN THE ABOVE DESCRIBED LANDSCAPE AREAS ARE TO BE A MINIMUM 2" CALIPER WIDTH, SUCH TREES SHALL BE ON THE CITY'S APPROVED TREE LIST OR AS OTHERWISE APPROVED BY THE CITY, AND OTHER APPLICABLE LANDSCAPING REQUIREMENTS OF THE CITY OF BROKEN ZONING CODE SHALL BE MET.

THE ABOVE DESCRIBED LANDSCAPED AREA SHALL BE INSTALLED PER EACH LOT AND APPROVED AT THE TIME OF SITE PLAN AND LANDSCAPE PLAN APPROVAL.

### 11. SCREENING & BUILDING AESTHETIC REQUIREMENTS:

AN EIGHT (8) FOOT HEIGHT WOODEN OPAQUE SCREENING FENCE SHALL BE REQUIRED ALONG THE FULL LENGTH OF THE EXTREME EASTERLY BOUNDARY LINE OF DEVELOPMENT AREA "B" (ABUTTING THE KENWOOD AND KENWOOD IV ADDITIONS TO THE EAST). CONSTRUCTION OF SUCH SCREENING FENCING SHALL BE IN ACCORDANCE WITH CITY ZONING CODE REQUIREMENTS. THE PICKET SIDE OF THE FENCE SHALL FACE KENWOOD AND KENWOOD IV. CARE SHALL BE EXERCISED UPON CONSTRUCTION OF SUCH FENCING FOR PRESERVATION OF EXISTING EVERGREEN AND DECIDUOUS TREES THAT ARE PRESENTLY LOCATED ALONG THIS FENCE ALIGNMENT AREA. THE FENCE MAY ALSO BE PLACED WEST OF THE EASTERN BOUNDARY TO AVOID AFOREMENTIONED LANDSCAPE AND ESTABLISHED YARDS. THE ENTIRE SUBJECT FENCE WILL BE BUILT AT THE TIME OF THE SUBDIVISION DEVELOPMENT.

FOR ALL BUILDING FACADES WITHIN DEVELOPMENT AREA "B", SUCH BUILDING FACADES SHALL BE FULLY CONSTRUCTED OF MASONRY, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR A COMBINATION THEREOF, WITH THE EXCEPTION OF WINDOW OR DOOR OPENINGS FOR THE PROPOSED BUILDINGS TO BE CONSTRUCTED WITHIN DEVELOPMENT AREA "B". FOR TWO-STORY BUILDING STRUCTURES CONSTRUCTED WITHIN DEVELOPMENT AREA "B", ALL WINDOWS ON THE EAST-FACING UPPER LEVELS OF SUCH STRUCTURES SHALL FULLY CONTAIN TRANSLUCENT OR OBSCURE-VISION GLAZED GLASS. SKYLIGHTS, SOLATUBES, OR OTHER ROOF-MOUNTED PRODUCTS DESIGNED TO ALLOW NATURAL LIGHT INTO SUCH UPPER LEVEL AREAS OF SUCH TWO-STORY BUILDING STRUCTURES SHALL BE ALLOWED.

### 12. LIGHTING:

ALL EXTERIOR LIGHTING WITHIN DEVELOPMENT AREA "B" SHALL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. SUBMITTAL AND APPROVAL OF EXTERIOR LIGHTING PLANS FOR EACH DEVELOPMENT LOT WITHIN DEVELOPMENT AREA "B" SHALL BE REQUIRED.

### 13. OFF-STREET PARKING:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

### 14. SIGNAGE:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. ADDITIONALLY, ONE (1) OFF-PREMISES ADVERTISING SIGN FOR THE NORTH ROSE BUSINESS PARK PROJECT SHALL BE ALLOWED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH BIRCH AVENUE AND WEST KENOSHA STREET. SUCH SIGNAGE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF TWENTY (20) FEET, CONTAIN NO GREATER THAN TWO-HUNDRED (200) FEET OF DISPLAY SURFACE AREA, AND MEET SIGNAGE PLACEMENT AND DESIGN CRITERIA AS SET FORTH IN THE CITY OF BROKEN ARROW ZONING CODE.

### 15. SOLID WASTE DISPOSAL:

ANY NEW DUMPSTERS IN DEVELOPMENT AREA "B" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER. SIX FOOT MINIMUM. EXTERIOR MATERIALS USED UPON SUCH DUMPSTER SCREENING FENCING SHALL BE CONSISTENT WITH THE BUILDING MATERIALS APPLIED TO THE PRINCIPLE BUILDING STRUCTURE UPON SUCH LOT. DUMPSTERS IN DEVELOPMENT AREA "B" SHALL BE LOCATED AT LEAST 30 FEET FROM THE EASTERLY BOUNDARY OF DEVELOPMENT AREA "B".

### 16. OTHER BULK AND AREA REQUIREMENTS:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

### C. PUD DEVELOPMENT AREA "C" - CONSISTING OF BLOCK 3 NORTH ROSE BUSINESS PARK

DEVELOPMENT AREA "C" SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE CN DISTRICT, EXCEPT AS FOLLOWS:

- LAND AREA: 1.129 AC. (49,177 SF)
- EXISTING ZONING: CN
- PROPOSED ZONING: CN
- PERMITTED USES: AS A MATTER OF RIGHT IN A CN - COMMERCIAL NEIGHBORHOOD DISTRICT.
- MINIMUM LOT AREA, MAXIMUM LOT AREA FRONTAGE, MAXIMUM BUILDING HEIGHT: PER CN DISTRICT
- MINIMUM BUILDING SETBACKS:
  - FROM THE SOUTH (CENTERLINE OF W. KENOSHA ST. N.): 105 FEET
  - FROM THE EAST (COLLECTOR STREET): 1.5 FEET
  - FROM THE NORTH (REAR): 20 FEET
  - FROM THE WEST: 0 FEET
- LANDSCAPE REQUIREMENTS:
  - MINIMUM LANDSCAPED AREA: 6%
  - LANDSCAPE EDGE: NONE
  - NEW INTERIOR PARKING LOT LANDSCAPING: PER 5.2.B.C OF THE BROKEN ARROW ZONING ORDINANCE
- LIGHTING:

ALL EXTERIOR LIGHTING WITHIN DEVELOPMENT AREA "C" SHALL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. SUBMITTAL AND APPROVAL OF EXTERIOR LIGHTING PLANS FOR EACH DEVELOPMENT LOT WITHIN DEVELOPMENT AREA "B" SHALL BE REQUIRED.

### 9. OFF-STREET PARKING:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

### 10. SIGNAGE:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

### 11. SOLID WASTE DISPOSAL:

ANY NEW DUMPSTERS IN DEVELOPMENT AREA "C" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, SIX FOOT MINIMUM. EXTERIOR MATERIALS USED UPON SUCH DUMPSTER SCREENING FENCING SHALL BE CONSISTENT WITH THE BUILDING MATERIALS APPLIED TO THE PRINCIPLE BUILDING STRUCTURE UPON SUCH LOT.

### 12. OTHER BULK AND AREA REQUIREMENTS:

85% OF CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

### 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, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND TO THE CITY OF BROKEN. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, 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 OR TO RECOVER DAMAGES.

#### B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 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 BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LAND WITHIN THE SUBDIVISION AND WITH THE CONCURRENCE OF THE CITY OF BROKEN ARROW.

#### 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.

DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
ABDUL SALAM ALHLOU  
GENERAL PARTNER

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY ABDUL SALAM ALHLOU, AS GENERAL PARTNER OF DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

### NOTARY PUBLIC



MY COMMISSION EXPIRES:

AUGUST 14, 2019

COMMISSION NUMBER:

15007563

### CERTIFICATE OF SURVEY

I, DEAN ROBINSON OF SISEMORE WEISZ & ASSOCIATES, 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 AS "TOP DOG TRAINING FACILITY" IS A TRUE 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 AS ADOPTED.



\_\_\_\_\_  
DEAN ROBINSON  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO: 1146

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY DEAN ROBINSON AS A LICENSED PROFESSIONAL LAND SURVEYOR.

### NOTARY PUBLIC



MY COMMISSION EXPIRES:

AUGUST 14, 2019

COMMISSION NUMBER:

15007563

STORMWATER DETENTION ACCOMMODATIONS FOR THIS  
SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU  
OF DETENTION DETERMINATION NO: DD-043018-16

CASE NO. PT16-108A DEVELOPMENT NO. XX-XXX

APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma.

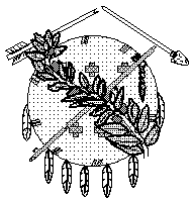
Mayor

Attest: City Clerk

THIS DOCUMENT IS PRELIMINARY IN  
NATURE AND IS NOT A FINAL, SIGNED  
AND SEALED DOCUMENT.

Draft Final Plat  
North Rose Business Park

Sheet 3 of 3  
Date Prepared: August 18, 2018



# City of Broken Arrow

## Request for Action

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**File #: 18-1155, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Approval of PT18-102, Conditional Final Plat, Silverleaf II, 121 lots, 31.17 acres, A-1 to PUD-225/RS-3, one-quarter mile north of Omaha Street, west of 37th Street

**Background:**

The conditional final plat of Silverleaf II contains 31.17 acres located one-quarter mile north of Omaha Street, west of 37th Street. The property is presently zoned A-1 (Agricultural). On February 4, 2014, the City Council approved PUD-225 along with BAZ-1904, a request to change the zoning on 6.47 acres from A-1 to RS-3. PUD-225 and BAZ-1904 were approved subject to the property being platted. While PUD-225 encompasses the entire property associated with Silverleaf II, BAZ-1904 is located just to the west. The preliminary plat for Silverleaf II was approved by the Planning Commission on February 22, 2018, subject to an attached checklist.

Previously, on November 1, 2004, the City Council reviewed and approved BAZ-1655 and PUD-148 on 43.84 acres (part of which includes the Silverleaf II property), subject to the property being platted. BAZ-1655 requested the underlying zoning be changed from A-1 to R-3S. On December 13, 2005, Hartford Park, a subdivision containing 24.41 acres was recorded in Wagoner County. The zoning on the property associated with Hartford Park was changed with Ordinance 2959. The zoning on the rest of the property remained A-1. The unplatted portion of BAZ-1665 was included with PUD-225 and is a part of Silverleaf II.

After the approval of PUD-148, the developer purchased an additional 25.08 acres to the south. In 2009, they submitted a request (BAZ-1827) to change the zoning on the 25.08 acres from A-1 to RS-3 and PUD-201. Because of a change in the street pattern previously approved with PUD-148, 6.01 acres of PUD-148 was included with PUD-201. PUD-201 and BAZ-1827 were approved by the City Council on May 19, 2009, subject to the property being platted. The property has not been platted, and as a result, the zoning remains A-1. PUD-225 incorporated the RS-3 area associated with BAZ-1827.

This item was heard by TAC on September 11, 2018 and was recommended for approval (4-0 vote) by the Planning Commission in their meeting of September 13, 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

**Recommendation:**

Approve PT18-102, Conditional Final Plat for Silverleaf II, 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 #:** 18-1044, **Version:** 1

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### Broken Arrow Planning Commission

**09-13-2018**

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of PT18-102, Conditional Final Plat, Silverleaf II, 121 lots, 31.17 acres, A-1 to PUD-225/RS-3, one-quarter mile north of Omaha Street, west of 37<sup>th</sup> Street**

**Background:**

**Applicant:** Alan Betchan, AAB Engineering, LLC

**Owner:** Fifty-First South LLC

**Developer:** Fifty-First South, LLC

**Engineer:** AAB Engineering, LLC

**Location:** One-quarter mile north of Omaha Street, west of 37th Street

**Size of Tract** 31.17 acres

**Number of Lots:** 121

**Present Zoning:** A-1

**Proposed Zoning:** PUD-225/RS-3

**Comp Plan:** Level 2

The conditional final plat of Silverleaf II contains 31.17 acres located one-quarter mile north of Omaha Street, west of 37<sup>th</sup> Street. The property is presently zoned A-1 (Agricultural). On February 4, 2014, the City Council approved PUD-225 along with BAZ-1904, a request to change the zoning on 6.47 acres from A-1 to RS-3. PUD-225 and BAZ-1904 were approved subject to the property being platted. While PUD-225 encompasses the entire property associated with Silverleaf II, BAZ-1904 is located just to the west. The preliminary plat for Silverleaf II was approved by the Planning Commission on February 22, 2018, subject to an attached checklist.

Previously, on November 1, 2004, the City Council reviewed and approved BAZ-1655 and PUD-148 on 43.84 acres (part of which includes the Silverleaf II property), subject to the property being platted. BAZ-1655 requested the underlying zoning be changed from A-1 to R-3S. On December 13, 2005, Hartford Park, a subdivision containing 24.41 acres was recorded in Wagoner County. The zoning on the property associated with Hartford Park was changed with Ordinance 2959. The zoning on the rest of the property remained A-1. The unplatted portion of BAZ-1665 was included with PUD-225 and is a part of Silverleaf II.

After the approval of PUD-148, the developer purchased an additional 25.08 acres to the south. In 2009, they submitted a request (BAZ-1827) to change the zoning on the 25.08 acres from A-1 to RS-3 and PUD-201. Because of a change in the street pattern previously approved with PUD-148, 6.01 acres of PUD-148 was included with PUD-201. PUD-201 and BAZ-1827 were approved by the City Council on May 19, 2009,

subject to the property being platted. The property has not been platted, and as a result, the zoning remains A-1. PUD-225 incorporated the RS-3 area associated with BAZ-1827.

Water to the addition will be provided by Rural Water District #4, while sanitary sewer will be provided by the City of Broken Arrow. According to FEMA maps, none of the property associated with the Silverleaf II plat is located in a 100-year floodplain area.

**Attachments:** Checklist  
Conditional final plat and covenants

**Recommendation:** Staff recommends PT18-102, conditional final plat for Silverleaf II, be approved subject to the attached checklist.

**Reviewed By:** Larry Curtis

**Approved By:** Michael W. Skates

BDM

# **BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST**

## **PLAT INFORMATION**

NAME OF PRELIMINARY PLAT: Silverleaf II  
CASE NUMBER: PT18-102  
RELATED CASE NUMBERS: PT14-109  
COUNTY: Wagoner  
SECTION/TOWNSHIP/RANGE: 30-19-15  
GENERAL LOCATION: One-quarter mile north of Omaha Street, west of 37<sup>th</sup> Street  
CURRENT ZONING: PUD-225/RS-3  
SANITARY SEWER BASIN: Lynn Lane Basin  
STORM WATER DRAINAGE BASIN: Adams Creek

ENGINEER: AAB Engineering (Attn: Alan Betchan)  
ENGINEER ADDRESS: P.O. Box 2136  
Sand Springs, OK 74063  
ENGINEER PHONE NUMBER: 918-514-4283

DEVELOPER: Fifty-First South, LLC (Attn: Chuck Ramsay)  
DEVELOPER ADDRESS: 1420 W Kenosha Street  
Broken Arrow, OK 74012  
DEVELOPER PHONE NUMBER: 918-258-6161

## **PRELIMINARY PLAT**

APPLICATION MADE: January 13, 2018  
TOTAL ACREAGE: 31.17  
NUMBER OF LOTS: 121  
TAC MEETING DATE: 02-06-2018  
PLANNING COMMISSION MEETING DATE: 02-08-2018  
COMMENTS:

1. \_\_\_\_\_ Identify the property along the east boundary as right-of-way and add a note that says "Right-of-way dedicated by this plat" along N. 37<sup>th</sup> Street.
2. \_\_\_\_\_ Place the total acreage with the Subdivision Statistics information.
3. \_\_\_\_\_ The Subdivision Statics information says there are 121 lots while the legal description on Sheet 2 says 122 lots. Please correct accordingly.
4. \_\_\_\_\_ Place case number (PT18-102) in lower right corner of plat.
5. \_\_\_\_\_ In Section II of the covenants regarding "Maximum Number of Lots", change 122 to 214 per the approved PUD.
6. \_\_\_\_\_ Identify what the southernmost dash line through Lots 8 – 12, Block 5 represents. According to the Hartford Park plat, this is an ONG Right of Way Agreement (Book 518, Page 650). This right of way should be labeled, and another dash line should be added.
7. \_\_\_\_\_ Change "N. 34<sup>th</sup> Street" to "N. 34<sup>th</sup> Place" as per the Hartford Park plat.
8. \_\_\_\_\_ Show the building setback line on Lot 7, Block 5 along the street frontage to be 25 feet instead of 20 feet.
9. \_\_\_\_\_ Provide bearings and dimensions to locate the diagonal building setback and utility lines on Lots 2 and 3, Block 1.
10. \_\_\_\_\_ Provide the lot frontage information on Lots 19 and 20, Block 2. Lots shall front onto the street for at least 30 feet. In addition, provide a written statement (email is acceptable) that the minimum lot frontage of 52 feet is obtained at the building setback line on all pie shaped lots.
11. \_\_\_\_\_ On Lot 6, Block 6, either show the building setback line to be 25 feet along the entire lot frontage, or show the building setback line to be 20 feet along Vail Street with a restricted access.
12. \_\_\_\_\_ Correct the type overlay problem on Lot 10, Block 4 (i.e. bearing and restricted access).
13. \_\_\_\_\_ Add addresses as assigned by the City of Broken Arrow.
14. \_\_\_\_\_ Section I.I of the covenants, second line change to say "owner/developer".
15. \_\_\_\_\_ As per PUD 225, show a 20 foot rear building setback line on the lots adjacent to 37<sup>th</sup> Street.
16. \_\_\_\_\_ In Section II.K, 2<sup>nd</sup> paragraph, last line, revise to say as per PUD 225, "The plat will show a 20' building setback line from the lot line adjacent to the west line of the reserve area along 37<sup>th</sup> Street and from the lot line adjacent to the north line of the reserve area along Omaha Street."
17. \_\_\_\_\_ Add language to the covenants that Silverleaf II is part of the overall Silverleaf homeowners association that is responsible for the overall maintenance of the reserve areas, perimeter fencing, and landscaping.

18. \_\_\_\_\_ In Section I.J.2 of the covenants, change "twenty (20) feet" to "twenty-five (25) feet". In addition, add a note to Sheet 1 that states, "On lots with restricted access, the building line setback shall be increased to 25 feet if vehicular access occurs within the restricted access area."
19. \_\_\_\_\_ An offsite drainage easement is needed for the southwestern most storm sewer. Document number associated with the easement shall be shown on the plat prior to the plat being recorded.
20. \_\_\_\_\_ Provide closure information.
21. \_\_\_\_\_ The preliminary plat and the Hartford Park plat do not match, please resolve.
22. \_\_\_\_\_ Table lengths for Curve numbers C4, C6, C12, C18, C24, & C27 do not equal the lots dimensions shown. Also, the total length given on Lot 7, Block 3 does not equal the lot dimensions shown for Lots 4-6.
23. \_\_\_\_\_ Show the 50' ONG Right of Way with book and page, and provide a 17.5' U/E outside of the ONG Right of Way.
24. \_\_\_\_\_ The side lot for Lot 33, Block 1 is inside of the entrance/exit to 37<sup>th</sup> street, change the R.A. to a L.N.A.
25. \_\_\_\_\_ Add a backflow preventer table with finished floor elevations.
26. \_\_\_\_\_ Show the Detention Determination number.
27. \_\_\_\_\_ On Lots 6-7, Block 1, additional utility easement will be needed to cover the storm sewer clipping the corner of Lot 7.
28. \_\_\_\_\_ Install public sanitary sewers on lots 24-33 block 1.
29. \_\_\_\_\_ Utility easement needed for the sanitary sewers between lots 19-20 block 1, on block 4, and on block 5.
30. \_\_\_\_\_ Use and show Broken Arrow fire hydrants spaced at most 600-feet.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT: Silverleaf II

APPLICATION MADE: August 2, 2018

TOTAL ACREAGE: 31.17

NUMBER OF LOTS: 121

TAC MEETING DATE: September 11, 2018

PLANNING COMMISSION MEETING DATE: September 13, 2018

CITY COUNCIL MEETING DATE: October 2, 2018

COMMENTS:

31. \_\_\_\_\_ 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.
32. \_\_\_\_\_ On Lots 23/24, Block 1, the utility easement line is shown to be more than 15 feet. If this is a drafting error, please correct. If the utility easement needs to be more than 15 feet, please provide bearings and dimensions.
33. \_\_\_\_\_ Lot 7, Block 5, change the building setback dimension from 20 feet to 25 feet. The building setback line appears to be drawn correctly.
34. \_\_\_\_\_ Show monuments on plat.
35. \_\_\_\_\_ In Blocks 1, 4, and 5, either provide written documentation from ONG that they are in agreement to have the utility easement extend into their right-of-way or provide a separate dimension for the utility easement that shows the utility easement to be located outside the ONG right-of-way.
36. \_\_\_\_\_ Add addresses as assigned by the City of Broken Arrow.
37. \_\_\_\_\_ Provide landscape plans and fence details for the landscaping and fencing in Reserves A and B.
38. \_\_\_\_\_ Move the bearing description on N. 36<sup>th</sup> Street by Lot 14, Block 3 so that it does not conflict with the Restrictive Access description.
39. \_\_\_\_\_ Confirm and add a note to Sheet 1 of the plat that all pie shaped lots meet the minimum lot frontage of 52.00 feet at the building setback line.
40. \_\_\_\_\_ Add space for the date that the plat was approved by the City Council to be added to the block that has the Mayor's and City Clerk's signatures.

## **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?

## 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 IMPERVIOUS AREA)	\$ _____

**TOTAL FEE(S)** \$ \_\_\_\_\_

## 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

# SILVERLEAF II

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

## OWNER/DEVELOPER

FIFTY-FIRST SOUTH, LLC  
1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-288-6161  
ATTN: CHUCK RAMSAY

## 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

## SUBDIVISION STATISTICS

SUBDIVISION CONTAINS 121 LOTS  
IN 6 BLOCKS AND 2 RESERVE AREAS.  
CONTAINING 31.17 ACRES

BLOCK 1 AREA:	6.25 ACRES - 33 LOTS
BLOCK 2 AREA:	5.02 ACRES - 28 LOTS
BLOCK 3 AREA:	3.90 ACRES - 24 LOTS
BLOCK 4 AREA:	1.83 ACRES - 10 LOTS
BLOCK 5 AREA:	2.54 ACRES - 12 LOTS
BLOCK 6 AREA:	2.40 ACRES - 14 LOTS
RESERVE A:	1.49 ACRES
RESERVE B:	0.82 ACRES

## MINIMUM FINISH FLOORS

BLOCK 1		BLOCK 2 (CONT)		BLOCK 3 (CONT)	
LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE
1	725.00	10	715.00	24	719.00
2	723.00	11	713.00	BLOCK 4	
3	716.00	12	710.00	LOT	MIN. FFE
4	714.00	13	713.00	1	720.50
5	713.00	14	713.00	2	721.00
6	712.00	15	714.00	3	722.00
7	711.00	16	714.00	4	722.50
8	713.00	17	715.00	5	723.00
9	713.00	18	715.00	6	724.00
10	715.00	19	715.00	7	724.00
11	717.00	20	714.00	8	725.00
12	719.00	21	713.00	9	725.00
13	720.00	22	713.00	10	725.00
14	721.00	23	712.50	BLOCK 5	
15	722.00	24	713.00	LOT	MIN. FFE
16	723.50	25	713.00	1	723.00
17	717.00	26	712.00	2	722.00
18	715.00	27	711.00	3	720.00
19	713.00	28	710.00	4	719.00
20	712.00	BLOCK 3		5	717.00
21	710.00	LOT	MIN. FFE	6	715.00
22	710.00	1	721.00	7	714.00
23	711.00	2	721.50	8	723.00
24	712.00	3	722.00	9	724.00
25	713.00	4	723.00	10	726.00
26	714.00	5	724.00	11	727.00
27	714.00	6	724.50	12	727.00
28	714.00	7	723.00	BLOCK 6	
29	713.00	8	722.00	LOT	MIN. FFE
30	712.00	9	720.00	1	728.00
31	711.00	10	718.00	2	728.00
32	710.00	11	717.00	3	728.70
33	708.00	12	717.00	4	728.70
BLOCK 2		13	713.00	5	728.80
LOT	MIN. FFE	14	716.00	6	728.50
1	717.00	15	717.00	7	728.00
2	717.00	16	718.00	8	727.00
3	718.00	17	719.00	9	725.00
4	718.00	18	720.00	10	724.00
5	719.00	19	721.00	11	722.00
6	719.00	20	721.00	12	721.50
7	719.00	21	720.00	13	720.00
8	718.00	22	719.00	14	720.00
9	717.00	23	719.00		

## CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.28'	25.00'	90°01'30"
C2	145.36'	150.00'	55°31'19"
C3	39.27'	25.00'	90°00'00"
C4	97.08'	100.00'	55°37'16"
C5	21.03'	25.00'	48°11'23"
C6	162.65'	50.00'	186°22'46"
C7	21.03'	25.00'	48°11'23"
C8	39.27'	25.00'	90°00'00"
C9	67.28'	150.00'	25°42'01"
C10	67.62'	150.00'	25°49'39"
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	39.27'	25.00'	90°00'00"
C16	39.27'	25.00'	90°00'00"
C17	39.27'	25.00'	90°00'00"
C18	145.62'	150.00'	55°37'16"
C19	39.27'	25.00'	90°00'00"
C20	28.29'	150.00'	10°48'28"
C21	65.16'	200.00'	18°40'00"
C22	2.47'	250.00'	0°33'58"
C23	48.87'	150.00'	18°40'00"
C24	37.73'	200.00'	10°48'28"
C25	39.27'	25.00'	90°00'00"
C26	39.27'	25.00'	90°00'00"
C27	96.90'	100.00'	55°31'19"
C28	39.27'	25.00'	90°00'00"
C29	30.09'	50.00'	34°28'41"
C30	60.18'	100.00'	34°28'41"
C31	39.27'	25.00'	90°00'00"
C32	39.26'	25.00'	89°58'30"

## 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

AEP / PSO  
212 EAST 6TH STREET  
BROKEN ARROW, OK 74119  
PHONE: 918.599.2351

WINDSTREAM TELECOM COMPANY  
2300 EAST 1ST PLACE  
BROKEN ARROW, OK 74012  
PHONE: 918.451.3427

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

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

MAYOR

ATTEST: CITY CLERK

SILVERLEAF II  
Case No. P118-102  
Sheet 1 of 3



0 50 100 200  
DRAWING SCALE: 1"= 100'

## LEGEND

BL.....BUILDING LINE  
LNA.....LIMITS OF NO ACCESS  
POB.....POINT OF BEGINNING  
POC.....POINT OF COMMENCEMENT  
ROW.....RIGHT OF WAY  
U/E.....UTILITY EASEMENT  
D/E.....DETENTION EASEMENT  
F/E.....FENCE EASEMENT  
BK.....BOOK  
PG.....PAGE  
R.A.....RESTRICTED ACCESS  
[XXXX].....ADDRESS

## FLOODPLAIN

PROPERTY IS NOT LOCATED WITHIN A FEDERALLY  
DEFINED SPECIAL FLOOD HAZARD AREA PER FIRM  
PANEL "40145C0105J" DATED SEPTEMBER 30, 2016.

## 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 01°20'54" E BEING THE EAST LINE OF  
THE SE/4 OF SECTION 30 T19N R15E.

LAND AREA  
1,357,988 SF ± / 31.17 ACRES ±

MONUMENTATION  
A 3/8"X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED  
"6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE,  
POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS  
OF REVERSE CURVE, 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

CERTIFICATE OF SURVEY  
THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM  
STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS  
ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE  
FOR PROFESSIONAL ENGINEER AND LAND SURVEYORS.



CONDITIONAL FINAL PLAT

SILVERLEAF II

OWNER/DEVELOPER

FIFTY-FIRST STREET SOUTH, LLC

1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-288-6161  
ATTN: CHUCK RAMSAY

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 SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

KNOW ALL MEN BY THESE PRESENTS:

FIFTY-FIRST SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HERINAFTER 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 PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 30; THENCE NORTH 01°20'54" WEST ALONG THE EAST LINE OF THE OF THE SE/4 FOR A DISTANCE OF 662.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°46'55" WEST FOR A DISTANCE OF 789.78 FEET TO THE SOUTHEAST CORNER OF BLOCK 2, SILVERLEAF, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA; THENCE NORTH 01°26'51" WEST ALONG THE EAST LINE OF SILVERLEAF FOR A DISTANCE OF 338.56 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SILVERLEAF FOR THE NEXT 7 CALLS; THENCE SOUTH 88°40'47" WEST FOR A DISTANCE OF 53.00 FEET; THENCE NORTH 01°26'51" WEST FOR A DISTANCE OF 290.00 FEET; THENCE SOUTH 54°04'30" WEST FOR A DISTANCE OF 64.78 FEET; THENCE NORTH 35°55'30" WEST FOR A DISTANCE OF 172.88 FEET; THENCE SOUTH 61°28'00" WEST FOR A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 7°23'29", A CHORD BEARING OF SOUTH 57°46'15" WEST, AND A CHORD LENGTH OF 32.23 FEET, FOR AN ARC DISTANCE OF 32.25 FEET; THENCE SOUTH 54°04'30" WEST FOR A DISTANCE OF 6.62 FEET; THENCE NORTH 35°55'30" WEST FOR A DISTANCE OF 145.37 FEET TO A POINT ON THE SOUTH LINE OF HARTFORD PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA; THENCE NORTH 54°10'25" EAST FOR A DISTANCE OF 587.96 FEET, ALONG A SOUTH LINE OF SAID HARTFORD PARK; THENCE NORTH 35°49'35" WEST ALONG THE EASTERLY RIGHT OF WAY OF NORTH 34TH PLACE FOR A DISTANCE OF 115.00 FEET; THENCE CONTINUING ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID HARTFORD PARK FOR THE NEXT 10 CALLS; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 09°10'25" EAST, AND A CHORD LENGTH OF 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 54°10'25" EAST FOR A DISTANCE OF 215.03 FEET; THENCE NORTH 35°49'35" WEST FOR A DISTANCE OF 367.78 FEET; THENCE NORTH 58°50'43" EAST FOR A DISTANCE OF 166.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°53'45", A CHORD BEARING OF SOUTH 76°12'24" EAST, AND A CHORD LENGTH OF 35.32 FEET, FOR AN ARC DISTANCE OF 39.22 FEET; THENCE SOUTH 31°15'32" EAST FOR A DISTANCE OF 31.37 FEET; THENCE ON ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 60°03'36", A CHORD BEARING OF SOUTH 61°17'28" EAST, AND A CHORD LENGTH OF 125.12 FEET, FOR AN ARC DISTANCE OF 131.04 FEET; THENCE NORTH 88°40'39" EAST FOR A DISTANCE OF 333.21 FEET; THENCE SOUTH 46°11'55" EAST FOR A DISTANCE OF 42.33 FEET; THENCE NORTH 88°40'39" EAST FOR A DISTANCE OF 50.15 FEET TO A POINT ON THE EAST LINE OF THE SE/4 OF SECTION 30; THENCE SOUTH 01°20'54" EAST ALONG THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 1676.21 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,357,988 SQUARE FEET OR 31.17 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 121 LOTS IN 6 BLOCKS AND 2 RESERVE AREAS EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SILVERLEAF II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "SILVERLEAF II" 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 RELAY 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 HEREIN 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

- 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.
- 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.
- 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.
- 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.

- 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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- 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.
- 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.
- 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.
- 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.
- 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. 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.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 37TH STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW 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.

H. RESERVE AREAS A & B

- THE USE OF RESERVE AREAS A & B DEDICATED ON THE PLAT OR SUBSEQUENTLY DEDICATED FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND DETENTION, AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREAS A & B WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN RESERVES A & B SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A & B NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS, 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 OWNERS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN RESERVES A & B.
- IN THE EVENT THE 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 FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNERS. IN THE EVENT THE 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 TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER/DEVELOPER 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

- 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.
- 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-FIVE (25) FEET.
- 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.
- 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS SILVERLEAF WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 225 PURSUANT TO SECTION 2.Y, ARTICLE A OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 2931) AS AMENDED AND EXISTED ON FEBRUARY 1, 2008 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"), WHICH P.U.D. NO. 225 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON JANUARY 9, 2014, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 4, 2014; WHEREAS THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRED THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUING COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

B. PERMITTED USES

SINGLE FAMILY DETACHED DWELLINGS

C. GROSS LAND AREA

51.04 ACRES

D. MINIMUM GROSS LAND AREA PER DWELLING UNIT: (DU)

8,500 SF

E. MAXIMUM NUMBER OF DWELLING UNITS

214

F. MINIMUM LOT WIDTH

52 FEET

G. MINIMUM LOT SIZE

6,000 SF

H. MINIMUM REAR YARD

20 FEET, INCLUDING LOTS ADJACENT TO THE RESERVE AREA PARALLELING 37TH E. AVENUE.

I. STREET DESIGN AND ACCESS LIMITATIONS

PUBLIC STREETS IN ACCORDANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL WILL ABUT EACH LOT. THE PROPOSED STREET NETWORK WILL CONNECT TO EXISTING STUB STREETS WITHIN HARTFORD PARK ON THE NORTH. THREE LANE ENTRIES CONFORMING TO CITY OF BROKEN ARROW LAND SUBDIVISION CODE WILL BE CONSTRUCTED AT 37TH STREET (209TH EAST AVENUE) ON THE EAST AND OMAHA STREET (51ST STREET SOUTH) ON THE SOUTH. NO LOT WITHIN THE SUBDIVISION WILL BE PERMITTED DIRECT ACCESS TO 37TH STREET. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG 37TH STREET AS WELL AS ALL RESERVE AREAS ABUTTING STREET RIGHT OF WAY. SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BROKEN ARROW LAND SUBDIVISION CODE.

J. UTILITIES

STORM SEWER AND SANITARY SEWER WILL BE CONSTRUCTED BY THE DEVELOPER ACCORDING TO CITY OF BROKEN ARROW STANDARDS AND WILL BE DEDICATED TO THE CITY OF BROKEN ARROW. THE WATERLINE WILL BE TURNED OVER TO WAGONER COUNTY RURAL WATER DISTRICT #4. FRANCHISE UTILITIES WILL BE INSTALLED WITHIN THE PROVIDED UTILITY EASEMENTS BY THEIR RESPECTIVE OWNERS. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND WITH THE EXCEPTION OF THOSE ABUTTING ARTERIAL STREETS.

K. LANDSCAPE AND SCREENING STANDARDS

LANDSCAPING AND SCREENING WILL BE PROVIDED ALONG 37TH STREET AND OMAHA STREET IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. IN ADDITION, A LANDSCAPE RESERVE AREA OF AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG 37TH STREET AND OMAHA STREET. AT LEAST ONE TREE FROM THE APPROVED LARGE TREE LIST IN THE BROKEN ARROW ZONING ORDINANCE SHALL BE INSTALLED IN THE RESERVE AREA FOR EVERY 40' FRONTAGE ALONG 37TH STREET AND OMAHA STREET. ALL TREES SHALL BE AT LEAST 2.5 INCHES IN CALIPER, EXCEPT THAT A TREE-FORM CRAPE MYRTLE, WITH ANTICIPATED FULL HEIGHT OVER 15 FEET MAY BE USED IN SELECTED LOCATIONS ALONG THE RESERVE AREA, HOWEVER, LESS THAN 50 PERCENT OF THE REQUIRED TREES SHALL BE CRAPE MYRTLE. IF OVERHEAD UTILITIES ARE INSTALLED ALONG THE 37TH STREET AND OMAHA STREET RIGHTS-OF-WAY, SMALL TREES MAY BE ALLOWED IN LIEU OF THE LARGE TREE COMMITMENT.

ALL OPEN SPACE RESERVE AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE 15' LANDSCAPE RESERVE SHALL BE WHOLLY CONTAINED WITHIN THE STANDARD 35' BUILDING SETBACK LINE ALONG 37TH STREET AND OMAHA STREET. THE PLAT WILL SHOW A 20' BUILDING SETBACK LINE FROM THE LOT LINE ADJACENT TO THE WEST LINE OF THE RESERVE AREA ALONG 37TH STREET AND FROM THE LOT LINE ADJACENT TO THE NORTH LINE OF THE RESERVE AREA ALONG OMAHA STREET.

AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE AT LEAST 6' IN HEIGHT SHALL BE CONSTRUCTED ALONG BOTH ARTERIAL STREETS IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. SAID FENCE SHALL BE INSTALLED BY THE OWNER/DEVELOPER IN RESERVE A AND SHALL INCLUDE A FENCE OFFSET OR 2' SQUARE MASONRY COLUMN SPACED NOT MORE THAN 80' ALONG THE LENGTH OF THE STREET RIGHT OF WAY. IN THE RESERVE ADJACENT TO 37TH STREET, THE FENCE SHALL BE CONSTRUCTED OF AN "AMERISTAR ORNAMENTAL FENCE," ROUND POST AND RAILS WITH VINYL COATED CHAIN LINK OR A SIMPLE THREE RAIL FENCE. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE HOMEOWNERS ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE CITY OF BROKEN ARROW CONCURRENTLY WITH THE LANDSCAPE PLANS. ANY TRAFFIC ISLANDS SURROUNDED BY STREET RIGHT OF WAY SHALL INCLUDE APPROPRIATE LANDSCAPING AND BERMS TO ADD VISUAL CHARACTER TO COMMUNITY AND AID IN SLOWING TRAFFIC PATTERNS THROUGH THE PROJECT SITE.

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE

- 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.
- 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.
- TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2019, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE SILVERLEAF II 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.



CONDITIONAL FINAL PLAT

SILVERLEAF II

OWNER/DEVELOPER

FIFTY-FIRST STREET SOUTH, LLC  
1420 WEST KENOSHA  
BROKEN ARROW, OK 74012  
PHONE: 918-258-6161  
ATTN: CHUCK RAMSAY

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION  
THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST.  
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

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

- 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.
- 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 III(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 SILVERLEAF II HOMEOWNERS' 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 IV. HOMEOWNERS' ASSOCIATION

- A. FORMATION OF HOMEOWNERS' ASSOCIATION  
THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN SILVERLEAF II (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 SILVERLEAF II. THE SILVERLEAF II HOMEOWNERS' ASSOCIATION IS A PART OF THE OVERALL SILVERLEAF HOMEOWNERS' ASSOCIATION ESTABLISHED ON RECORDED PLAT NO. PLC5-434B.
- 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 V. 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 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 PLANNING COMMISSION OF THE CITY OF BROKEN ARROW AND STAFF, OR ITS SUCCESSORS AND BY THE OWNER/DEVELOPER WHILE AN OWNER OF AT LEAST ONE (1) LOT, AND AFTER THE OWNER/DEVELOPER HAS TRANSFERRED ALL LOTS BY THE OWNER/DEVELOPER OF A MAJORITY OF THE LOTS CONTAINED WITHIN THE SUBDIVISION. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, 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 IV, 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: FIFTY-FIRST SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

FIFTY-FIRST SOUTH, 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY GLENN SHAW, MANAGER OF FIFTY-FIRST SOUTH, 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 "SILVERLEAF II" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

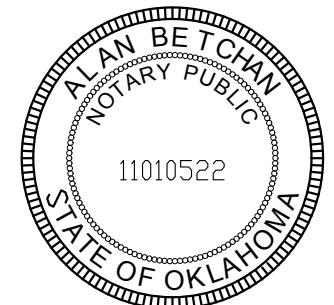
\_\_\_\_\_  
JAY P. BISSELL  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1318



STATE OF OKLAHOMA )  
) SS  
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS \_\_\_\_\_ 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 #: 18-58, Version: 1**

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FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
9/18/2011	7921	SPRING CREEK NURSERY	PI 3940	145511	010-6003-451.60-70		418.00		
					9/18/2011 TOTAL -		418.00		
					CUMULATIVE TOTAL -		418.00		
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 -		338.52		
4/11/2018	5683	QUALITY SIGNS & BANNER	PI 3778	456590	010-6000-451.60-23		240.00		
					4/11/2018 TOTAL -		240.00		
					CUMULATIVE TOTAL -		578.52		
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 -		727.15		
7/30/2018	5421	LUBER BROS INC.	PI 1869	INV00165736	010-6000-451.60-20		121.10		* HELD *
					7/30/2018 TOTAL -		121.10		
					CUMULATIVE TOTAL -		848.25		
8/01/2018	5941	LOWES	PI 3320	02983	010-6000-451.60-23		9.96		
					8/01/2018 TOTAL -		9.96		
					CUMULATIVE TOTAL -		858.21		
8/03/2018	6375	ATWOODS DISTRIBUTING	PI 3269	001505	010-6005-451.60-34		35.96		
					8/03/2018 TOTAL -		35.96		
					CUMULATIVE TOTAL -		894.17		
8/17/2018	6375	ATWOODS DISTRIBUTING	PI 3277	001515	010-6005-451.60-34		11.99		
					8/17/2018 TOTAL -		11.99		
					CUMULATIVE TOTAL -		906.16		
8/18/2018	5941	LOWES	PI 3733	01660	010-6005-451.60-23		15.74		
					8/18/2018 TOTAL -		15.74		
					CUMULATIVE TOTAL -		921.90		
8/23/2018	6344	PREFERRED TAPE INC	PI 3445	0159148	010-6002-451.60-18		163.22		
					8/23/2018 TOTAL -		163.22		
					CUMULATIVE TOTAL -		1,085.12		
8/24/2018	6375	ATWOODS DISTRIBUTING	PI 3281	001521	010-6005-451.60-34		35.96		
					8/24/2018 TOTAL -		35.96		
					CUMULATIVE TOTAL -		1,121.08		
8/28/2018	6531	KROMER COMPANY LLC	PI 3606	50368	010-6000-451.60-20		1,490.16		
					8/28/2018 TOTAL -		1,490.16		
					CUMULATIVE TOTAL -		2,611.24		
8/29/2018	6375	ATWOODS DISTRIBUTING	PI 3283	001523	010-6005-451.60-34		64.93		
8/29/2018	10526	EXPRESS PRESS	PI 3783	36628	010-5300-431.60-10		83.07		
					8/29/2018 TOTAL -		148.00		
					CUMULATIVE TOTAL -		2,759.24		

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
8/30/2018	6375			ATWOODS DI STRI BUTI NG	PI 3284	001524	010-6005-451.60-34	23.98
							8/30/2018 TOTAL -	23.98
							CUMULATI VE TOTAL -	2,783.22
8/31/2018	4572			LI GHTI NG I NC/ BROKEN ARROW ELEC	PI 3372	S2406248001	010-6003-451.60-23	167.31
8/31/2018	5371			PREMI ER TRUCK GROUP	PI 3917	12700594	010-5300-431.40-20	760.15
8/31/2018	6375			ATWOODS DI STRI BUTI NG	PI 3285	0011525	010-6005-451.60-34	20.98
							8/31/2018 TOTAL -	948.44
							CUMULATI VE TOTAL -	3,731.66
9/04/2018	90			NAPA AUTO PARTS	PI 3511	2210911564	010-1415-424.60-20	2.55
9/04/2018	5813			R&R PRODUCTS, I NC.	PI 3715	CD2274187	010-6000-451.60-20	214.26
					PI 3716	CD2274189	010-6000-451.60-20	770.28
9/04/2018	5941			LOWES	PI 3399	02946	010-6000-451.60-18	12.85
					PI 3400	12659	010-6002-451.60-23	9.44
9/04/2018	10566			SITE ONE LANDSCAPE SUPPLY LLC	PI 3712	87931096	010-6003-451.60-34	493.00
							9/04/2018 TOTAL -	1,502.38
							CUMULATI VE TOTAL -	5,234.04
9/05/2018	42			ARROW SAFE AND LOCK I NC	PI 3292	72238	010-5300-431.60-20	5.50
9/05/2018	90			NAPA AUTO PARTS	PI 3512	2210911608	010-6000-451.60-20	41.40
					PI 3516	2210911629	010-1415-424.60-20	132.99
9/05/2018	437			OCT EQUIPMENT I NC	PI 3673	SO20006821	010-5300-431.60-20	566.78
9/05/2018	4311			UNITED FORD	PI 3526	3148682	010-5300-431.60-20	27.85
9/05/2018	5371			PREMI ER TRUCK GROUP	PI 3477	125244418	010-5300-431.60-20	169.51
							9/05/2018 TOTAL -	944.03
							CUMULATI VE TOTAL -	6,178.07
9/06/2018	399			LOCKE SUPPLY COMPANY	PI 3640	3527727700	010-6000-451.60-23	28.14
					PI 3641	3527778800	010-6000-451.60-18	2.70
					PI 3642	3527854600	010-6003-451.60-18	11.54
					PI 3643	3528471300	010-1700-419.60-18	26.20
					PI 3644	3528474200	010-6000-451.60-18	1.06
9/06/2018	4311			UNITED FORD	PI 3528	3149557	010-6003-451.60-20	66.41
					PI 3529	3149559	010-5300-431.60-20	66.41
					PI 3530	3149568	010-5300-431.60-20	68.68
9/06/2018	5941			LOWES	PI 3654	02426	010-6000-451.60-23	238.87
					PI 3655	02450	010-6002-451.60-18	25.83
							9/06/2018 TOTAL -	535.84
							CUMULATI VE TOTAL -	6,713.91
9/07/2018	42			ARROW SAFE AND LOCK I NC	PI 3293	72326	010-5310-431.60-23	31.20
9/07/2018	399			LOCKE SUPPLY COMPANY	PI 3645	3528863100	010-6002-451.60-24	154.17
					PI 3646	3529166400	010-6000-451.60-18	74.34
9/07/2018	625			FASTENAL COMPANY	PI 3608	OKTU730286	010-6001-451.60-18	215.82
9/07/2018	4728			CHI CKASAW TELECOM I NC	PI 3842	211211607	010-1200-419.40-55	61,829.49
9/07/2018	5371			PREMI ER TRUCK GROUP	PI 3478	CM125243782	010-5300-431.60-20	46.23
9/07/2018	5941			LOWES	PI 3658	01155	010-1700-419.60-18	1.89
					PI 3659	01169	010-1700-419.60-18	1.89
					PI 3660	02583	010-6000-451.60-34	20.88
9/07/2018	6656			SOUTH EAST AUTO TRI M I NC.	PI 3718	56650	010-1415-424.40-20	300.00

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	9/07/2018	9813	JAMISON AUTO GLASS LLC	PI 3617	4086	010-5300-431.60-20	240.00
						9/07/2018 TOTAL -	62,823.45
						CUMULATIVE TOTAL -	69,537.36
	9/08/2018	420	APAC-CENTRAL, INC	PI 3499	7001147867	010-5300-431.60-80	1,134.64
				PI 3500	7001148184	010-5300-431.60-80	1,339.92
				PI 3503	7001147836	010-6000-451.60-27	93.10
						9/08/2018 TOTAL -	2,567.66
						CUMULATIVE TOTAL -	72,105.02
	9/10/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3290	S2409251001	010-6000-451.60-18	295.52
	9/10/2018	120	CINTAS CORPORATION	PI 3373	5011659363	010-6003-451.60-23	94.73
	9/10/2018	2372	WATKINS SAND COMPANY INC	PI 3506	17426X	010-6000-451.60-27	1,120.00
	9/10/2018	4937	ASSOCIATED PARTS & SUPPLY	PI 3558	835997	010-6002-451.60-18	320.00
	9/10/2018	5941	LOWES	PI 3341	02380	010-6000-451.60-27	21.84
				PI 3342	02380	010-6000-451.60-31	20.31
				PI 3343	12419	010-6003-451.60-23	4.26
	9/10/2018	7296	CHRIS NIKEL CHRYSLER JEEP DODG	PI 3425	695106	010-1415-424.60-20	61.09
	9/10/2018	7323	BEST BUY BUSINESS ADVANTAGE AC	PI 3566	3388730	010-1800-419.60-24	1,949.99
						9/10/2018 TOTAL -	3,887.74
						CUMULATIVE TOTAL -	75,992.76
	9/11/2018	90	NAPA AUTO PARTS	PI 3451	2210912155	010-5300-431.60-20	31.56
				PI 3457	2210912180	010-5300-431.60-20	6.20
				PI 3458	2210912184	010-5300-431.60-20	28.98
				PI 3463	2210912217	010-5300-431.60-20	7.38
	9/11/2018	452	GELICO UNIFORMS & SHOES INC	PI 3325	00236578	010-5300-431.60-10	116.99
	9/11/2018	724	O REILLY AUTOMOTIVE	PI 3473	0156258809	010-5310-431.60-23	15.99
	9/11/2018	5941	LOWES	PI 3346	138797	010-5300-431.60-23	41.76
	9/11/2018	6344	PREFERRED TAPE INC	PI 3476	0159494	010-6002-451.60-18	281.28
						9/11/2018 TOTAL -	530.14
						CUMULATIVE TOTAL -	76,522.90
	9/12/2018	377	KIMS INTERNATIONAL	PI 3393	0107940	010-6000-451.60-20	37.90
	9/12/2018	399	LOCKE SUPPLY COMPANY	PI 3383	3532486300	010-6000-451.60-18	2.81
				PI 3385	3533167500	010-6005-451.60-18	11.54
	9/12/2018	452	GELICO UNIFORMS & SHOES INC	PI 3326	00236603	010-5300-431.60-10	125.00
	9/12/2018	5941	LOWES	PI 3351	02987	010-6000-451.60-18	22.93
	9/12/2018	10529	FARMERS CO-OP	PI 3360	4310863	010-6000-451.60-34	968.50
						9/12/2018 TOTAL -	1,168.68
						CUMULATIVE TOTAL -	77,691.58
	9/13/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3808	S2411414001	010-5300-431.60-20	6.68
	9/13/2018	74	BROKEN ARROW LAWN & GARDEN	PI 3300	1426	010-6000-451.60-31	70.15
	9/13/2018	90	NAPA AUTO PARTS	PI 3924	2210912428	010-5300-431.60-20	183.61
				PI 3927	2210912465	010-6000-451.60-20	162.10
	9/13/2018	225	SUMMIT TRUCK GROUP	PI 3721	411214479	010-5300-431.40-20	425.00
				PI 3722	411214479	010-5300-431.60-20	34.80
	9/13/2018	251	SHERWIN WILLIAMS CO	PI 3699	6154	010-5300-431.60-36	589.95
	9/13/2018	378	KSM EXCHANGE LLC	PI 3894	P43439	010-5300-431.60-20	270.32
	9/13/2018	1409	SMITH FARM & GARDEN CO	PI 3324	822352	010-6000-451.60-20	354.78



FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/13/2018		2244		UNI VAR USA INC	PI 3950	TU631353	010-5300-431.60-23	2,316.00
9/13/2018		5941		LOWES	PI 3410	02130	010-5300-431.60-23	29.39
					PI 3412	02175	010-6000-451.60-18	138.63
9/13/2018		9213		HITCH IT TRAILERS, PARTS, SERV	PI 3329	13870CS	010-5300-431.60-23	63.49
							9/13/2018 TOTAL -	4,644.90
							CUMULATIVE TOTAL -	82,336.48
9/14/2018		90		NAPA AUTO PARTS	PI 3336	2210912558	010-6000-451.60-20	4.14
9/14/2018		120		CINTAS CORPORATION	PI 3375	5011659374	010-1700-419.60-23	415.02
9/14/2018		377		KIMS INTERNATIONAL	PI 3396	0108012	010-6000-451.60-20	32.18
9/14/2018		399		LOCKE SUPPLY COMPANY	PI 3389	3534555500	010-6001-451.60-18	60.20
					PI 3390	3534647000	010-6000-451.60-18	5.84
9/14/2018		734		WNFIELD SOLUTIONS, LLC	PI 3812	000062716813	010-6000-451.60-34	143.38
9/14/2018		2045		PROFESSIONAL TURF PRODUCTS	PI 3684	143125200	010-6000-451.60-20	82.10
9/14/2018		4447		BUILDERS SUPPLY, INC.	PI 3289	761769	010-6002-451.60-18	32.00
9/14/2018		5941		LOWES	PI 3413	01184	010-6000-451.60-23	33.24
					PI 3414	02317	010-6000-451.60-23	31.29
					PI 3415	12410	010-6002-451.60-18	219.31
9/14/2018		9213		HITCH IT TRAILERS, PARTS, SERV	PI 3871	13871CS	010-5300-431.60-23	49.99
							9/14/2018 TOTAL -	1,108.69
							CUMULATIVE TOTAL -	83,445.17
9/15/2018		420		APAC-CENTRAL, INC	PI 3785	7001149999	010-5300-431.60-80	154.50
					PI 3786	7001150074	010-5300-431.60-80	176.22
							9/15/2018 TOTAL -	330.72
							CUMULATIVE TOTAL -	83,775.89
9/16/2018		130		UNITED ENGINES INC	PI 3827	4091685	010-5300-431.40-20	670.95
							9/16/2018 TOTAL -	670.95
							CUMULATIVE TOTAL -	84,446.84
9/17/2018		437		OCT EQUIPMENT INC	PI 3936	SO20008071	010-5300-431.60-20	96.58
9/17/2018		5941		LOWES	PI 3878	02850/	010-6000-451.60-23	66.44
9/17/2018		8846		DUNHAM S ASPHALT PLANT	PI 3787	250615	010-5300-431.60-80	96.14
9/17/2018		10099		ZONES INC	PI 3833	K11072200101	010-1415-424.60-24	1,033.38
							9/17/2018 TOTAL -	1,292.54
							CUMULATIVE TOTAL -	85,739.38
9/18/2018		40		AVB	002817	AUG/ 2018	010-0501-415.50-28	11.23
9/18/2018		42		ARROW SAFE AND LOCK INC	PI 3819	72356	010-5300-431.60-20	13.00
9/18/2018		370		AIRGAS USA LLC	002805	9955929833	010-6000-451.40-33	93.10
					002806	9955929834	010-6000-451.40-33	93.10
					002813	9955929831	010-3501-422.40-33	292.68
					002814	9955929831	010-6000-451.40-33	36.32
9/18/2018		501		CHAMBER OF COMMERCE	002820	45265	010-0800-415.30-11	22.00
9/18/2018		815		RUSSELL GALE	002864	09/12-13/18	010-0300-413.50-03	135.50
9/18/2018		2045		PROFESSIONAL TURF PRODUCTS	PI 3937	143152200	010-6000-451.60-20	739.03
9/18/2018		2405		OKLAHOMA MUNICIPAL COURT CLERK	002890	OCT 2018	010-1800-419.30-85	55.00
9/18/2018		3272		OKLAHOMA MUNICIPAL JUDGE ASSOC	002891	10/25-26/18	010-1800-419.30-11	150.00
9/18/2018		4646		NORM STEPHENS	002862	10/17-19/18	010-0300-413.50-03	185.00
9/18/2018		5371		PREMIER TRUCK GROUP	PI 3938	125245855	010-5300-431.60-20	191.09



FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	9/18/2018	7337	MICHAEL SKATES	002879	10/07-12/18	010-1400-419.50-03	414.00
				002880	10/12-16/18	010-1400-419.50-03	203.55
	9/18/2018	7521	CRAIG THURMOND	002857	10/17-19/18	010-1700-419.50-03	222.00
	9/18/2018	8523	STRATEGIC GOVERNMENT RESOURCES	002845	2018100349	010-1102-419.30-87	1,000.00
	9/18/2018	9442	JSF TECHNOLOGIES	PI 3895	55650	010-5310-431.50-54	3,895.00
	9/18/2018	9794	IMPERIAL INC.	002828	826660	010-1700-419.60-23	39.45
	9/18/2018	9869	JENNIFER M HOOKS	002859	09/12-13/18	010-0300-413.50-03	11.80
	9/18/2018	10072	MOMENTUM SERVICES LLC	002881	18018	010-1415-424.30-87	425.00
				003155	20087230	010-1415-424.30-87	919.00
				003156	20087232	010-1415-424.30-87	2,507.00
				003157	20087231	010-1415-424.30-87	1,028.00
	9/18/2018	10214	TULSA'S GREEN COUNTRY STAFFING	002853	65182	010-5105-432.50-37	269.82
	9/18/2018	10264	MICHAEL SPURGEON	002861	09/11-13/18	010-0300-413.50-03	137.44
	9/18/2018	10294	KRISTA FLASCH	002860	09/12-13/18	010-0310-413.50-03	124.54
	9/18/2018	10310	MARMIC FIRE & SAFETY CO INC	002833	5156240	010-6002-451.40-07	67.50
				002834	5156226	010-6002-451.40-07	4.50
				002835	5156225	010-6002-451.40-07	54.00
				002836	5156210	010-6002-451.40-07	9.00
				002837	5156233	010-6001-451.40-07	76.50
				002838	5156232	010-6001-451.40-07	49.50
	9/18/2018	10366	MCDONALD, MCCANN, METCALF &	002839	7226	010-0800-415.30-08	4,112.26
	9/18/2018	10409	THE SMALL GO GROUP	002846	091801	010-1700-419.30-87	1,666.67
	9/18/2018	10504	GARY HARRIS	003140	11/06-08/18	010-5310-431.50-03	131.15
	9/18/2018	10526	EXPRESS PRESS	PI 3821	36621B	010-5300-431.60-10	36.99
	9/18/2018	10739	JEFF BURKART	003141	11/06-08/18	010-5310-431.50-03	131.50
	9/18/2018	10885	LARRY CURTIS	002878	10/07-12/18	010-1410-419.50-03	414.00
	9/18/2018	10906	DEBRA W MPEE	002858	09/12-13/18	010-1700-419.50-03	134.35
	9/18/2018	11394	KLD5 LLC	002830	09/06/18	010-6005-451.40-28	300.00
	9/18/2018	11397	JASON DICKESON	002872	10/12-16/18	010-1410-419.50-03	289.80
	9/18/2018	11403	SHERMAINE L MCNACK	003161	10/09-12/18	010-1102-419.50-03	167.75
	9/18/2018	11406	CINDY ARNOLD	003218	09/12-13/18	010-0501-415.50-03	20.00
				003219	09/18/18	010-0501-415.50-03	61.04
	9/18/2018	99999	MISC-A/R REFUNDS	002856	18-301514	010-0000-342.04-00	1,215.90
				002866	127732	010-0000-229.15-00	35.00
				002868	127850	010-0000-229.15-00	30.00
				002869	18-00002230	010-0000-341.01-00	644.00
				002870	SEPT 2018	010-0000-342.04-01	43.60
				002882	18-00002163	010-0000-341.01-00	434.00
				002886	18-288479	010-0000-342.04-00	95.94
				002893	17-1081920	010-0000-342.04-00	94.79
				002894	18-842673	010-0000-342.04-00	86.65
				002900	17-148389	010-0000-342.04-00	66.56
				003132	18-2176	010-0000-341.01-00	200.00
				003137	ST18-124	010-0000-341.01-00	60.00
					9/18/2018 TOTAL -		23,946.60
					CUMULATIVE TOTAL -		109,685.98
	9/19/2018	225	SUMMIT TRUCK GROUP	PI 3954	411168865	010-5300-431.60-20	509.47
	9/19/2018	251	SHERWIN WILLIAMS CO	PI 3816	78728	010-5300-431.60-80	65.55
	9/19/2018	734	WINFIELD SOLUTIONS, LLC	PI 3947	000062724636	010-6000-451.60-34	143.38
	9/19/2018	2599	WHELEN ENGINEERING CO INC	PI 3840	R86594	010-5310-431.40-55	164.04

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	9/19/2018	5941	LOWES	PI 3746	01119	010-6000-451.60-27	69.26
	9/19/2018	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 3813	86722209001	010-6000-451.60-23	175.61
						9/19/2018 TOTAL -	1,127.31
						CUMULATIVE TOTAL -	110,813.29
	9/20/2018	90	NAPA AUTO PARTS	PI 3744	2210913080	010-5300-431.60-23	43.50
	9/20/2018	225	SUMMIT TRUCK GROUP	PI 3955	CM411168865	010-5300-431.60-20	72.00
	9/20/2018	377	KIMS INTERNATIONAL	PI 3745	0108116	010-6000-451.60-20	58.13
	9/20/2018	1409	SMITH FARM & GARDEN CO	PI 3805	823418	010-5300-431.60-23	12.30
	9/20/2018	2599	WHELEN ENGINEERING CO INC	PI 3841	R86650	010-5310-431.60-31	395.39
						9/20/2018 TOTAL -	437.32
						CUMULATIVE TOTAL -	111,250.61
	9/21/2018	120	CINTAS CORPORATION	PI 3735	5011804316	010-5300-431.60-23	121.88
	9/21/2018	625	FASTENAL COMPANY	PI 3738	OKTU730392	010-5300-431.60-23	261.99
	9/21/2018	5129	DCI COMMUNICATIONS	PI 3762	614838	010-1200-419.60-50	91.60
	9/21/2018	8366	ID WHOLESALER	PI 3570	1516472	010-1200-419.60-23	1,448.00
	9/21/2018	11072	SECURE BY DESIGN INC	PI 3957	54433885	010-1200-419.40-55	3,780.00
						9/21/2018 TOTAL -	5,703.47
						CUMULATIVE TOTAL -	116,954.08
	9/24/2018	88	WEST THOMSON REUTERS	003026	838831284	010-0800-415.60-28	1,401.00
				003027	838916066	010-0800-415.60-28	456.86
	9/24/2018	160	DOERNER SAUNDERS DANIEL & ANDE	002953	208369	010-0800-415.30-08	100.00
				002954	208370	010-1700-419.30-08	4,742.10
	9/24/2018	501	CHAMBER OF COMMERCE	002940	45162	010-0300-413.30-11	15.00
				002941	45254	010-1700-419.30-11	15.00
				002942	45358	010-1700-419.30-11	15.00
				002943	45358	010-1700-419.30-11	15.00
				002944	45358	010-1700-419.30-11	15.00
	9/24/2018	891	STOREY WRECKER SERVICE INC	002989	472868	010-5300-431.40-20	168.00
				002990	470977	010-5300-431.40-20	208.15
	9/24/2018	1057	TULSA WORLD	003006	501221-0813	010-1700-419.50-05	206.08
				003007	503268-0822	010-1700-419.50-05	20.00
				003008	500060-0808	010-1700-419.50-05	1,429.58
				003009	501229-0813	010-1700-419.50-05	20.00
				003010	501195-0815	010-1700-419.50-05	206.08
				003011	501199-0815	010-1700-419.50-05	20.00
				003012	500106-0815	010-1700-419.50-05	1,429.58
				003013	504563-0825	010-1700-419.50-05	56.32
				003014	504567-0825	010-1700-419.50-05	69.12
				003015	504571-0825	010-1700-419.50-05	147.20
				003016	504578-0825	010-1700-419.50-05	478.72
				003017	495794-0723	010-1700-419.50-05	316.68
				003028	504409-0829	010-1700-419.50-05	32.00
				003029	504413-0829	010-1700-419.50-05	151.04
				003030	504671-0829	010-1700-419.50-05	506.88
				003031	504767	010-1700-419.50-05	55.04
	9/24/2018	3694	ARROW EXTERMINATORS INC	002908	603541	010-5300-431.40-07	32.50
				002910	602181	010-5105-432.40-07	25.00
				002913	602173	010-1700-419.40-07	75.00

FUND 010 GENERAL FUND		DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
		DUE	NO	NAME	NO	NO	NO	
					002914	602172	010-1700-419.40-07	30.00
					002919	602179	010-6000-451.40-07	25.00
					002920	602180	010-6001-451.40-07	25.00
					002921	602174	010-6002-451.40-07	95.00
					002922	603542	010-6002-451.40-07	70.00
					002923	602183	010-6002-451.40-07	35.00
					002924	603538	010-6005-451.40-07	25.00
9/24/2018	4409			NATIONAL OCCUPATIONAL HEALTH S	002969	1032408	010-1102-419.30-02	244.50
9/24/2018	5636			MTTA	002966	1VC031300	010-1700-419.40-28	26,689.73
9/24/2018	5904			ADDCO ELECTRIC INC.	002904	23317	010-1700-419.40-07	200.00
9/24/2018	7183			AMERICAN SERVICES INC.	002906	00363811	010-6000-451.40-28	757.00
9/24/2018	10360			JAVA DAVES EXECUTIVE COFFEE SE	002963	271927	010-1400-419.60-23	48.00
9/24/2018	10818			TULSA TECHNOLOGY CENTER	003005	001704756	010-1102-419.30-87	629.50
9/24/2018	11061			SIXPR LLC	002986	2018.0007	010-0310-413.30-87	1,500.00
9/24/2018	11401			BOUNCE SMART OK LLC	002937	3947699	010-6002-451.40-33	165.00
9/24/2018 TOTAL -								42,966.66
CUMULATIVE TOTAL -								159,920.74
9/25/2018	175			TULSA COUNTY ELECTION BOARD	003127	08/28/18	010-1700-419.30-83	10,573.70
9/25/2018	203			FEDERAL EXPRESS CORPORATION	003108	631347804	010-1700-419.50-39	207.12
					003109	631334441	010-1700-419.50-39	122.88
9/25/2018	575			CRAWFORD & ASSOCIATES, P. C.	003101	11813	010-0501-415.30-87	330.00
9/25/2018	1009			TULSA COUNTY CLERK	003125	303892	010-1700-419.50-86	526.00
					003126	304899	010-1700-419.50-86	901.00
9/25/2018	3964			THE ARROW GROUP	003123	74547	010-1700-419.50-76	14.30
9/25/2018	4409			NATIONAL OCCUPATIONAL HEALTH S	003114	1032538	010-1105-419.30-87	292.50
					003115	1032482	010-1105-419.30-87	633.00
					003116	1032643	010-1105-419.30-87	97.50
9/25/2018	8919			BRI NK' S INCORPORATED	003096	2363873	010-1800-419.40-28	547.09
					003097	2363873	010-6000-451.40-28	318.60
					003098	2363873	010-6002-451.40-28	496.24
9/25/2018	9151			CLEAN THE UNIFORM CO OKLAHOMA	003049	50029137	010-6002-451.40-33	17.85
					003051	50028824	010-1415-424.40-31	55.54
					003052	50029746	010-1415-424.40-31	55.54
					003054	50030211	010-1800-419.40-33	8.00
					003055	50030208	010-6000-451.40-31	100.25
					003056	50029759	010-6000-451.40-31	13.80
					003057	50029759	010-6003-451.40-31	22.99
					003060	50030201	010-5310-431.40-31	145.15
					003062	50030200	010-5300-431.40-31	140.34
					003064	50030200	010-5300-431.40-33	2.60
					003073	50030811	010-5105-432.40-31	10.38
					003074	50030817	010-1700-419.40-33	17.40
					003076	50031248	010-6000-451.40-31	100.25
					003077	50030820	010-6000-451.40-31	13.80
					003078	50030820	010-6003-451.40-31	25.41
					003079	50031240	010-5310-431.40-31	145.15
					003081	50031239	010-5300-431.40-31	146.92
					003083	50031239	010-5300-431.40-33	2.60
9/25/2018	10310			MARMIC FIRE & SAFETY CO INC	003113	5156215	010-6005-451.40-07	4.50
9/25/2018	10360			JAVA DAVES EXECUTIVE COFFEE SE	003110	161763	010-5310-431.60-23	8.00

FUND 010 GENERAL FUND							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
			003111	161763	010-5300-431.60-23	28.06	
					9/25/2018 TOTAL -	16,124.46	
					CUMULATIVE TOTAL -	176,045.20	
9/27/2018	574	SUPERIOR, LLC	003230	212390	010-1400-419.40-55	1,144.03	
			003232	212390	010-1800-419.40-55	533.32	
			003233	212390	010-1200-419.40-55	851.58	
			003234	212390	010-1400-419.40-55	4,171.86	
			003235	212390	010-1400-419.40-55	2,550.44	
			003236	212390	010-1400-419.40-55	2,640.74	
			003237	212390	010-1400-419.40-55	1,763.37	
			003238	212390	010-1400-419.40-55	5,866.41	
			003240	212390	010-0501-415.40-55	2,408.51	
			003242	212390	010-0501-415.40-55	9,995.28	
			003245	212390	010-1102-419.40-55	5,866.41	
			003254	212390	010-1800-419.40-55	7,745.90	
			003256	212390	010-1200-419.40-55	1,158.29	
			003257	212390	010-0501-415.40-55	997.80	
			003258	212390	010-1200-419.40-55	5,460.00	
			003259	212390	010-1102-419.40-55	663.56	
			003260	212390	010-6002-451.40-55	283.86	
			003261	212390	010-1400-419.40-55	1,027.92	
			003262	212390	010-1102-419.40-55	2,563.33	
			003264	212390	010-1400-419.40-55	1,445.12	
			003265	212390	010-1400-419.40-55	1,161.24	
			003266	212390	010-1800-419.40-55	2,116.03	
			003282	212390	010-1200-419.40-55	774.18	
			003283	212390	010-1200-419.40-55	2,322.53	
			003284	212390	010-1200-419.40-55	249.45	
			003285	212390	010-1200-419.40-55	300.00	
			003286	212390	010-1200-419.40-55	367.50	
			003287	212390	010-1200-419.40-55	662.34	
			003288	212390	010-1200-419.40-55	2,845.60	
			003289	212390	010-1400-419.40-55	1,657.62	
			003294	212390	010-1200-419.40-55	2,195.20	
			003297	212390	010-1200-419.40-55	247.56	
			003298	212390	010-1200-419.40-55	1,732.92	
			003299	212390	010-1200-419.40-55	251.88	
			003300	212390	010-1200-419.40-55	495.12	
			003301	212390	010-1200-419.40-55	1,237.80	
			003302	212390	010-1200-419.40-55	247.56	
			003303	212390	010-1200-419.40-55	781.74	
					9/27/2018 TOTAL -	78,784.00	
					CUMULATIVE TOTAL -	254,829.20	
10/02/2018	113	WAGONER COUNTY RURAL WATER #4	000306	126300	010-6005-451.50-23	13.43	
10/02/2018	309	OKLAHOMA NATURAL GAS CO	000591	110093891	010-6001-451.50-24	121.81	
10/02/2018	442	AMERICAN ELECTRIC POWER	000095	95168310308	010-5105-432.50-25	106.80	
			000568	9505665560	010-6005-451.50-25	469.92	
			000569	9589756821	010-6005-451.50-25	93.77	
			000657	9514797131	010-6004-451.50-25	425.14	

FUND	010 GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			000658	9597942140	010-6004-451.50-25		2,457.61
			001660	9562931030	010-1700-419.50-25		2,117.96
			002393	9537786031	010-6001-451.50-25		47.29
			004379	9558028930	010-6005-451.50-25		19.33
			007603	9501769030	010-6001-451.50-25		3,604.47
			009380	9526921030	010-6005-451.50-25		34.77
			009438	9509340221	010-1700-419.50-25		271.53
10/02/2018	6347	COX COMMUNI CATI ONS	000299	063475501	010-6000-451.50-54		71.95
			000587	061076801	010-1200-419.50-54		107.82
			000660	064999903	010-5300-431.50-22		102.61
			003037	066245901	010-6002-451.50-22		120.83
			003038	070830601	010-6000-451.50-54		73.95
			003039	070830501	010-6000-451.50-54		73.95
			003040	070830401	010-6000-451.50-54		73.95
			003781	067687001	010-6001-451.50-23		145.63
10/02/2018	7521	CRAI G THURMOND	000374	OCT 2018	010-1700-419.50-22		80.00
10/02/2018	7724	WINDSTREAM	007385	4558004	010-6000-451.50-22		127.66
			007569	2542286	010-6000-451.50-54		177.49
10/02/2018	7782	TIGER, INC.	003044	1100938	010-6001-451.50-24		18.03
10/02/2018	8044	MIKE LESTER	000377	OCT 2018	010-1700-419.50-22		80.00
10/02/2018	9746	JOHNNIE PARKS	000376	OCT 2018	010-1700-419.50-22		80.00
10/02/2018	10190	SCOTT EUDEY	000378	OCT 2018	010-1700-419.50-22		80.00
10/02/2018	10906	DEBRA W MPEE	000375	OCT 2018	010-1700-419.50-22		80.00
					10/02/2018 TOTAL -		11,277.70
					FUND 010 TOTAL -		266,106.90

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FUND 027 CONVENTION&VISITOR BUREAU							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
9/18/2018	3275	OKLAHOMA TOURISM & RECREATION	002840	42TB1904	027-1700-419.50-86	525.00	
					9/18/2018 TOTAL -	525.00	
					CUMULATIVE TOTAL -	525.00	
9/24/2018	11360	VISIT WIDGET LLC	003019	0000394	027-1700-419.30-87	4,788.00	
					9/24/2018 TOTAL -	4,788.00	
					CUMULATIVE TOTAL -	5,313.00	
9/25/2018	9332	ESKIMO JOE'S PROMOTIONAL PRODU	003107	849321	027-1700-419.50-86	718.78	
					9/25/2018 TOTAL -	718.78	
					FUND 027 TOTAL -	6,031.78	

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FUND	DATE DUE	B. A. PUBLIC GOLF VENDOR NO	AUTHORITY VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	10/15/2005	6036	CUTTER & BUCK	004564	14005841	028-0000-141.28-01	286.00-
				004565	90079053	028-0000-141.28-01	131.25
				004566	90079053	028-6103-451.60-60	6.55
						10/15/2005 TOTAL -	148.20-
						CUMULATIVE TOTAL -	148.20-
	12/31/2005	6036	CUTTER & BUCK	007973	90156546	028-0000-141.28-01	28.94-
				007974	90156547	028-0000-141.28-01	52.90-
						12/31/2005 TOTAL -	81.84-
						FUND 028 TOTAL -	230.04-

FUND	030	SALES TAX CAPITAL IMPROV	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
7/25/2018	9129	PROSOURCE OF TULSA LLC	PI 3319	CG813897	030-3009-421.70-15	935.43			
					7/25/2018 TOTAL -	935.43			
					CUMULATIVE TOTAL -	935.43			
7/27/2018	8679	CORE & MAIN	PI 3595	1997837	030-5300-431.70-15	200.00			
			PI 3596	1997837	030-5300-431.70-15	4,500.00			
			PI 3597	1997837	030-5300-431.70-15	141.00			
			PI 3598	1997837	030-5300-431.70-15	61,134.20			
			PI 3599	1997837	030-5300-431.70-15	60.00			
					7/27/2018 TOTAL -	66,035.20			
					CUMULATIVE TOTAL -	66,970.63			
7/31/2018	8679	CORE & MAIN	PI 3600	J243756	030-5300-431.70-15	12,913.00			
					7/31/2018 TOTAL -	12,913.00			
					CUMULATIVE TOTAL -	79,883.63			
8/17/2018	116	CHIEF FIRE & SAFETY CO INC	PI 3734	189326	030-3501-422.70-17	9,899.00			
					8/17/2018 TOTAL -	9,899.00			
					CUMULATIVE TOTAL -	89,782.63			
8/27/2018	9129	PROSOURCE OF TULSA LLC	PI 3321	CG813941	030-3009-421.70-15	283.68			
					8/27/2018 TOTAL -	283.68			
					CUMULATIVE TOTAL -	90,066.31			
8/31/2018	6733	CROSSLAND HEAVY CONTRACTORS INC	PI 3576	2	030-5300-431.70-15	120,302.02			
					8/31/2018 TOTAL -	120,302.02			
					CUMULATIVE TOTAL -	210,368.33			
9/03/2018	278	PHYSIO-CONTROL INC	PI 3667	418189403	030-3502-422.70-17	2,089.20			
					9/03/2018 TOTAL -	2,089.20			
					CUMULATIVE TOTAL -	212,457.53			
9/04/2018	8679	CORE & MAIN	PI 3619	J257516	030-5300-431.70-15	7,500.00			
			PI 3620	J257516	030-5300-431.70-15	5,051.00			
					9/04/2018 TOTAL -	12,551.00			
					CUMULATIVE TOTAL -	225,008.53			
9/07/2018	74	BROKEN ARROW LAWN & GARDEN	PI 3622	1012	030-5300-431.70-04	499.99			
					9/07/2018 TOTAL -	499.99			
					CUMULATIVE TOTAL -	225,508.52			
9/10/2018	4513	CUSTOM SERVICES	PI 3561	1296042	030-1700-419.70-17	7,392.00			
9/10/2018	5941	LOWES	PI 3404	02384	030-3009-421.70-15	21.27			
			PI 3405	02459	030-3009-421.70-15	21.97			
			PI 3406	02473	030-3009-421.70-15	9.49			
					9/10/2018 TOTAL -	7,444.73			
					CUMULATIVE TOTAL -	232,953.25			
9/14/2018	4997	HARRIS CORPORATION PSPC	PI 3322	93298852	030-5300-431.70-18	9,090.90			
					9/14/2018 TOTAL -	9,090.90			
					CUMULATIVE TOTAL -	242,044.15			



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FUND	030	SALES TAX CAPITAL IMPROV	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/17/2018	5666	VERMONT SYSTEMS, INC.	PI 3830	60122	030-6000-451.70-17				1,356.91
					9/17/2018 TOTAL -				1,356.91
					CUMULATIVE TOTAL -				243,401.06
9/18/2018	5941	LOWES	PI 3884	01966	030-3009-421.70-15				10.99
					9/18/2018 TOTAL -				10.99
					CUMULATIVE TOTAL -				243,412.05
9/19/2018	5941	LOWES	PI 3888	013670	030-3009-421.70-15				901.55
			PI 3890	02222	030-3009-421.70-15				20.83
9/19/2018	11265	AIR COMFORT INC	PI 3559	124053	030-3501-422.70-17				21,759.00
					9/19/2018 TOTAL -				22,681.38
					CUMULATIVE TOTAL -				266,093.43
9/24/2018	584	SAMS CLUB	002983	1915416852	030-3001-421.70-19				736.17
					9/24/2018 TOTAL -				736.17
					FUND 030 TOTAL -				266,829.60

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FUND	031	POLICE ENHANCEMENT					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/18/2018	4987	TODD GEI GER	002899	10/07-12/18	031-3001-421.50-03		231.80
9/18/2018	4993	UNI VERSI TY OF COLORADO DENVER	003162	2272	031-3001-421.30-11		3,750.00
					9/18/2018 TOTAL -		3,981.80
					FUND 031 TOTAL -		3,981.80

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FUND	032	PARK AND RECREATION	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
			DUE	NO	NAME	NO	NO	NO	
9/06/2018	11297	PLAY SAFE BY DESIGN DBA				PI 3670 1084		032-6000-451.70-15	755.00
						PI 3671 1084		032-6000-451.70-15	3,788.00
								9/06/2018 TOTAL -	4,543.00
								FUND 032 TOTAL -	4,543.00

FUND	035	HOUSING URBAN DEVELOPMENT					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/30/2018	244	GREEN ACRE SOD FARMS DBA	PI 3546	110902	035-8017-434.70-15		150.00
			PI 3547	110903	035-8017-434.70-15		150.00
					8/30/2018 TOTAL -		300.00
					CUMULATIVE TOTAL -		300.00
8/31/2018	244	GREEN ACRE SOD FARMS DBA	PI 3548	110909	035-8017-434.70-15		75.00
					8/31/2018 TOTAL -		75.00
					CUMULATIVE TOTAL -		375.00
9/17/2018	8846	DUNHAM S ASPHALT PLANT	PI 3788	250615	035-8017-434.70-15		261.74
					9/17/2018 TOTAL -		261.74
					CUMULATIVE TOTAL -		636.74
10/02/2018	77	BROKEN ARROW NEIGHBORS	003220	JULY 2018	035-8018-444.50-10		544.08
			003221	AUG 2018	035-8018-444.50-10		544.08
			003222	JULY/2018	035-8018-444.50-10		1,369.58
			003223	AUG/2018	035-8018-444.50-10		1,369.58
10/02/2018	79	BROKEN ARROW SENIORS INC	003224	JULY 2018	035-8018-444.50-10		1,511.17
			003225	AUG 2018	035-8018-444.50-10		1,511.17
					10/02/2018 TOTAL -		6,849.66
					FUND 035 TOTAL -		7,486.40

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FUND	037	CRIME PREVENTION					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/18/2018	7200	ERIC NESTER	003138	10/10-11/18	037-3001-421.50-03		96.25
9/18/2018	9482	ALESHA WICKERSHAM	003131	10/10-11/18	037-3001-421.50-03		96.25
					9/18/2018 TOTAL -		192.50
					FUND 037 TOTAL -		192.50

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FUND	040	BATTLE CREEK GOLF COURSE					
DATE	VENDOR	VENDOR	VOUCHER	I NVOL 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-

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FUND	042 STREET LIGHT FUND						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
8/30/2018	399	LOCKE SUPPLY COMPANY	PI 3634	3523458200	042-5300-431.60-35	36.54	
					8/30/2018 TOTAL -	36.54	
					CUMULATIVE TOTAL -	36.54	
9/07/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3557	S2408601001	042-5300-431.60-23	60.47	
					9/07/2018 TOTAL -	60.47	
					CUMULATIVE TOTAL -	97.01	
9/09/2018	5941	LOWES	PI 3662	12378	042-5300-431.60-35	9.13	
					9/09/2018 TOTAL -	9.13	
					CUMULATIVE TOTAL -	106.14	
9/12/2018	399	LOCKE SUPPLY COMPANY	PI 3338	3533116600	042-5300-431.60-23	21.99	
					9/12/2018 TOTAL -	21.99	
					CUMULATIVE TOTAL -	128.13	
9/14/2018	90	NAPA AUTO PARTS	PI 3928	2210912533	042-5300-431.60-35	6.54	
					9/14/2018 TOTAL -	6.54	
					CUMULATIVE TOTAL -	134.67	
9/17/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3743	S2412523001	042-5300-431.60-23	26.56	
					9/17/2018 TOTAL -	26.56	
					CUMULATIVE TOTAL -	161.23	
9/21/2018	602	GADES SALES CO INC	PI 3757	0074573	042-5300-431.60-35	1,250.00	
					9/21/2018 TOTAL -	1,250.00	
					FUND 042 TOTAL -	1,411.23	

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FUND	043 STREET SALES TAX						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/15/2018	420	APAC-CENTRAL, INC	PI 3857	7001150111	043-5300-431.70-15		2,536.01
					9/15/2018 TOTAL -		2,536.01
					FUND 043 TOTAL -		2,536.01



FUND 044 PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	8/13/2018	4311	UNITED FORD	PI 3779	3095773	044-3001-421.60-20 8/13/2018 TOTAL - CUMULATIVE TOTAL -	63.92 63.92 63.92
	9/04/2018	90	NAPA AUTO PARTS	PI 3510	2210911558	044-3001-421.60-20	2.55
	9/04/2018	1287	PRECISION DELTA CORPORATION	PI 3668	12647	044-3001-421.60-32	20,906.00
	9/04/2018	5941	LOWES	PI 3401	13169	044-3001-421.60-32	71.23
	9/04/2018	8362	EMBLEMS INC. DBA	PI 3423	27604	044-3001-421.60-10	730.00
						9/04/2018 TOTAL - CUMULATIVE TOTAL -	21,709.78 21,773.70
	9/05/2018	90	NAPA AUTO PARTS	PI 3513	2210911610	044-3001-421.60-20	118.01
				PI 3514	2210911619	044-3001-421.60-20	2.99
				PI 3515	2210911626	044-3001-421.60-20	18.00
	9/05/2018	786	CLIFFORD POWER SYSTEMS INC	PI 3584	INV0133662	044-3009-421.60-20	686.28
				PI 3565	INV0133662	044-3009-421.60-20	4.03
	9/05/2018	6683	AXON ENTERPRISE INC	PI 3621	SI 1551100	044-3001-421.60-32	5,300.00
						9/05/2018 TOTAL - CUMULATIVE TOTAL -	6,093.31 27,867.01
	9/06/2018	440	RAY ALLEN MANUFACTURING CO INC	PI 3675	RI NV074924	044-3001-421.60-47	38.99
	9/06/2018	4311	UNITED FORD	PI 3527	3148866	044-3001-421.60-20	377.02
	9/06/2018	4433	APPLIED CONCEPTS INC	PI 3571	334402	044-3001-421.40-20	155.00
						9/06/2018 TOTAL - CUMULATIVE TOTAL -	571.01 28,438.02
	9/07/2018	90	NAPA AUTO PARTS	PI 3707	2210911860	044-3001-421.60-20	150.55
	9/07/2018	5941	LOWES	PI 3661	11790	044-3001-421.60-20	13.20
	9/07/2018	7418	MATTHEWS FORD	PI 3677	F4CS221000	044-3001-421.40-20	121.95
						9/07/2018 TOTAL - CUMULATIVE TOTAL -	285.70 28,723.72
	9/09/2018	232	GALLS LLC, ACCT# 12321345	PI 3562	BC0670981	044-3008-421.60-10	1,225.84
						9/09/2018 TOTAL - CUMULATIVE TOTAL -	1,225.84 29,949.56
	9/10/2018	90	NAPA AUTO PARTS	PI 3710	2210912072	044-3001-421.60-20	99.98
	9/10/2018	4311	UNITED FORD	PI 3474	3150790	044-3001-421.60-20	190.24
				PI 3817	3151500	044-3001-421.60-20	223.41
	9/10/2018	8666	TIGER WINDOW TINTING	PI 3717	2743	044-3001-421.40-20	600.00
						9/10/2018 TOTAL - CUMULATIVE TOTAL -	1,113.63 31,063.19
	9/11/2018	90	NAPA AUTO PARTS	PI 3450	2210912154	044-3001-421.60-20	198.00
				PI 3452	2210912158	044-3001-421.60-20	6.48
				PI 3454	2210912160	044-3001-421.60-20	35.98
				PI 3464	2210912220	044-3001-421.60-20	5.73
				PI 3465	2210912221	044-3001-421.60-20	61.21
						9/11/2018 TOTAL - CUMULATIVE TOTAL -	307.40 31,370.59

FUND 044	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/12/2018	90	NAPA AUTO PARTS	PI 3468	2210912274	044-3001-421.60-20	38.98			
9/12/2018	4311	UNITED FORD	PI 3531	3153969	044-3001-421.60-20	52.59			
9/12/2018	6656	SOUTH EAST AUTO TRIM INC.	PI 3723	56662	044-3001-421.40-20	650.00			
					9/12/2018 TOTAL -	741.57			
					CUMULATIVE TOTAL -	32,112.16			
9/13/2018	90	NAPA AUTO PARTS	PI 3921	2210912385	044-3001-421.60-20	15.80			
			PI 3922	2210912399	044-3001-421.60-20	39.19			
			PI 3925	2210912435	044-3001-421.60-20	300.25			
9/13/2018	1287	PRECISION DELTA CORPORATION	PI 3669	12719	044-3001-421.60-32	2,090.60			
9/13/2018	4311	UNITED FORD	PI 3532	3151821	044-3001-421.60-20	64.66			
					9/13/2018 TOTAL -	2,510.50			
					CUMULATIVE TOTAL -	34,622.66			
9/14/2018	399	LOCKE SUPPLY COMPANY	PI 3391	35347902800	044-3008-421.60-18	118.18			
9/14/2018	3878	TRANSMISSION CLINICS LTD	PI 3540	3663	044-3001-421.40-20	3,135.00			
9/14/2018	4311	UNITED FORD	PI 3535	3155622	044-3001-421.60-20	52.59			
9/14/2018	11350	RISER ARMAMENT	PI 3820	4099	044-3001-421.60-24	2,911.26			
					9/14/2018 TOTAL -	6,217.03			
					CUMULATIVE TOTAL -	40,839.69			
9/17/2018	90	NAPA AUTO PARTS	PI 3524	2210912777	044-3001-421.60-20	239.79			
			PI 3931	2210912795	044-3001-421.60-20	79.81			
9/17/2018	238	GOODYEAR AUTO SERVICE CENTER	PI 3379	149451	044-3001-421.60-20	50.00			
9/17/2018	399	LOCKE SUPPLY COMPANY	PI 3872	3536119100	044-3008-421.60-18	29.39			
9/17/2018	4433	APPLIED CONCEPTS INC	PI 3822	334918	044-3001-421.70-02	6,726.60			
					9/17/2018 TOTAL -	7,125.59			
					CUMULATIVE TOTAL -	47,965.28			
9/18/2018	440	RAY ALLEN MANUFACTURING CO INC	PI 3839	RI NV075785	044-3001-421.60-47	176.99			
9/18/2018	584	SAMS CLUB	002843	1709740438	044-3009-421.60-23	199.80			
9/18/2018	695	BROKEN ARROW PUBLIC SCHOOLS	002819	08/01/18-06/19	044-3001-421.50-10	32,000.00			
9/18/2018	742	SECRETARY OF STATE	002895	10/2018	044-3006-421.30-11	10.00			
			002896	10/2018-B	044-3006-421.30-11	10.00			
			002897	10/2018-C	044-3006-421.30-11	10.00			
9/18/2018	2934	KEVIN MARKS	002889	10/06-09/18	044-3001-421.50-03	264.00			
			003153	10/29-11/02/18	044-3001-421.50-03	350.75			
9/18/2018	3425	UNION SCHOOL DISTRICT	002854	08/01/18-8/2019	044-3001-421.50-10	3,600.00			
9/18/2018	3792	BRANDON BERRYHILL	002887	10/06-09/18	044-3001-421.50-03	264.00			
9/18/2018	4105	SCOTT BENNETT	003160	10/29-11/02/18	044-3001-421.50-03	350.75			
9/18/2018	4225	LANGUAGE LINE SERVICE	002831	4381324	044-3006-421.30-87	177.19			
9/18/2018	6090	RAM PRODUCTS INC	002841	160025149	044-3001-421.70-02	764.57			
			002842	160025205	044-3001-421.70-02	356.08			
9/18/2018	6309	BATTERIES PLUS	PI 3837	P5946923	044-3001-421.60-20	184.98			
9/18/2018	6419	AARON WYLIE	003130	10/31-11/03/18	044-3001-421.50-03	264.00			
9/18/2018	7211	EXCITE PROMOS, INC.	002824	6668	044-3001-421.60-23	82.54			
			002825	6668	044-3001-421.60-23	1,000.00			
9/18/2018	8578	CHANE COTHRAN	003133	10/31-11/03/18	044-3001-421.50-03	264.00			
9/18/2018	9077	TREVOR DENNIS	002883	09/13/18	044-3001-421.50-03	133.65			
9/18/2018	9394	JOSHUA S RUSSELL	003143	10/31-11/03/18	044-3001-421.50-03	313.50			
9/18/2018	10583	KELLY HAMM	003144	10/08-12/18	044-3001-421.30-11	302.50			

FUND	044	PUBLIC SAFETY SALES TAX					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/18/2018	10782	LOCKED I NRN	002832	09/3, 5, 6/18	044-3008-421.30-87		252.00
9/18/2018	10995	DR. BINU THEVATHERIL DVM	002822	08/31, 09/07/18	044-3009-421.30-87		345.00
			002823	08/31, 09/07/18	044-3009-421.30-87		115.00
9/18/2018	11400	PUBLIC RELATIONS SOCIETY OF AM	002892	OCT 2018	044-3001-421.30-11		90.00
					9/18/2018 TOTAL -		41,881.30
					CUMULATIVE TOTAL -		89,846.58
9/19/2018	238	GOODYEAR AUTO SERVICE CENTER	PI 3870	149486	044-3001-421.60-20		50.00
9/19/2018	7296	CHRIS NIKEL CHRYSLER JEEP DODG	PI 3838	695464	044-3001-421.60-20		97.58
					9/19/2018 TOTAL -		147.58
					CUMULATIVE TOTAL -		89,994.16
9/20/2018	4311	UNITED FORD	PI 3949	3159548	044-3001-421.60-20		28.50
					9/20/2018 TOTAL -		28.50
					CUMULATIVE TOTAL -		90,022.66
9/24/2018	153	OKLAHOMA DEPT OF PUBLIC SAFETY	002972	211900641	044-3006-421.50-54		1,750.00
9/24/2018	584	SAMS CLUB	002978	1888650613	044-3008-421.60-23		455.13
			002979	1841820273	044-3008-421.60-23		267.68
			002980	1864908348	044-3008-421.60-23		576.50
			002981	1912099053	044-3008-421.60-23		199.73
			002982	1931165912	044-3009-421.60-23		99.80
9/24/2018	786	CLIFFORD POWER SYSTEMS INC	002945	SVC0075877	044-3009-421.40-07		378.78
9/24/2018	2010	WALGREENS COMPANY	003020	100240878	044-3008-421.30-87		190.03
9/24/2018	3694	ARROW EXTERMINATORS INC	002915	602171	044-3001-421.40-07		35.00
			002916	602170	044-3001-421.40-07		125.00
			002917	602169	044-3001-421.40-07		70.00
			002918	602168	044-3001-421.40-07		70.00
9/24/2018	3867	REASORS INC	002975	09/12/18	044-3008-421.60-23		160.90
9/24/2018	3964	THE ARROW GROUP	002993	74444	044-3006-421.30-11		30.00
			002994	74440	044-3006-421.30-11		30.00
			002995	74463	044-3006-421.30-11		30.00
9/24/2018	4513	CUSTOM SERVICES	002948	381506	044-3001-421.40-07		1,433.73
			002949	382223	044-3009-421.40-07		595.06
9/24/2018	6576	BAYSINGER POLICE SUPPLY	002935	1017620	044-3001-421.60-32		250.00
9/24/2018	9811	SIGN SOLUTIONS	002985	3383	044-3001-421.60-23		30.00
9/24/2018	10165	HENRY SCHEIN ANIMAL HEALTH	002958	PB83486	044-3009-421.60-23		187.15
			002959	PB83486	044-3009-421.60-23		183.60
			002960	PB84100	044-3009-421.60-23		231.00
9/24/2018	10782	LOCKED I NRN	002965	09/10, 10, 13/18	044-3008-421.30-87		252.00
					9/24/2018 TOTAL -		7,631.09
					CUMULATIVE TOTAL -		97,653.75
9/25/2018	584	SAMS CLUB	003119	89951	044-3001-421.50-89		155.86
			003120	1912188926	044-3008-421.60-23		907.02
9/25/2018	4513	CUSTOM SERVICES	003103	382452	044-3009-421.40-07		112.46
			003104	382451	044-3009-421.40-07		168.00
9/25/2018	4572	LIGHTING INC/ BROKEN ARROW ELEC	PI 3666	S2406340001	044-3001-421.60-18		101.09
9/25/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	003053	50030212	044-3001-421.40-33		17.20
			003092	50029760	044-3001-421.40-33		1.60
			003093	50029762	044-3009-421.40-33		4.45

FUND 044	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/25/2018	10995	DR. BINU THEVATHERI L DVM	003105	09/14/18	044-3009-421.30-87	405.00			
			003106	09/14/18	044-3009-421.30-87	160.00			
					9/25/2018 TOTAL -	2,032.68			
					CUMULATIVE TOTAL -	99,686.43			
9/27/2018	574	SUPERION, LLC	003251	212390	044-3006-421.40-55	12,647.09			
			003252	212390	044-3006-421.40-55	4,040.88			
			003253	212390	044-3006-421.40-55	5,258.31			
			003255	212390	044-3006-421.40-55	8,297.16			
			003268	212390	044-3006-421.40-55	5,094.42			
			003269	212390	044-3006-421.40-55	1,552.61			
			003270	212390	044-3006-421.40-55	2,808.75			
			003271	212390	044-3006-421.40-55	13,326.04			
			003272	212390	044-3006-421.40-55	17,793.30			
			003273	212390	044-3006-421.40-55	4,855.62			
			003274	212390	044-3006-421.40-55	17,793.30			
			003275	212390	044-3006-421.40-55	959.89			
			003276	212390	044-3006-421.40-55	1,086.32			
			003277	212390	044-3006-421.40-55	6,555.32			
			003278	212390	044-3006-421.40-55	2,006.73			
			003279	212390	044-3006-421.40-55	2,776.00			
			003280	212390	044-3006-421.40-55	2,199.12			
			003281	212390	044-3006-421.40-55	4,998.00			
			003290	212390	044-3006-421.40-55	642.78			
			003291	212390	044-3006-421.40-55	12,639.00			
			003292	212390	044-3006-421.40-55	5,848.32			
			003293	212390	044-3006-421.40-55	1,963.45			
			003295	212390	044-3006-421.40-55	1,806.71			
			003304	212390	044-3006-421.40-55	1,432.81			
					9/27/2018 TOTAL -	138,381.93			
					CUMULATIVE TOTAL -	238,068.36			
10/02/2018	309	OKLAHOMA NATURAL GAS CO	000303	110008282	044-3001-421.50-24	125.75			
			000304	252838500	044-3001-421.50-24	150.09			
			006796	114839300	044-3001-421.50-24	155.35			
10/02/2018	6347	COX COMMUNICATIONS	003041	069285801	044-3001-421.50-22	3,172.55			
10/02/2018	7724	WINDSTREAM	003042	3556421	044-3001-421.50-22	75.34			
10/02/2018	7782	TIGER, INC.	003045	1100082	044-3001-421.50-24	28.04			
			003046	2528385	044-3001-421.50-24	94.65			
			003047	1148393	044-3001-421.50-24	108.67			
					10/02/2018 TOTAL -	3,910.44			
					FUND 044 TOTAL -	241,978.80			

FUND	045	PUBLIC SAFETY	SALES TAX				
DATE	VENDOR	VENDOR		VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
DUE	NO	NAME		NO	NO	NO	
8/24/2018	370	AIRGAS USA LLC		PI 3286	9079643648	045-3501-422.60-23	274.34
						8/24/2018 TOTAL -	274.34
						CUMULATI VE TOTAL -	274.34
8/31/2018	68	BOUND TREE MEDI CAL		PI 3601	82970503	045-3502-422.60-23	23.28
				PI 3602	82970504	045-3502-422.60-23	725.00
8/31/2018	90	NAPA AUTO PARTS		PI 3496	2210911282	045-3501-422.60-23	14.48
8/31/2018	370	AIRGAS USA LLC		PI 3549	9079857933	045-3502-422.60-23	535.68
				PI 3550	9955929832	045-3502-422.60-23	523.32
8/31/2018	7665	LIFE ASSI ST INC		PI 3635	874700	045-3502-422.60-23	166.00-
				PI 3636	874701	045-3502-422.60-23	89.54-
8/31/2018	9700	ADVANCED I NDUSTRI AL SOLUTI ONS		PI 3607	237721	045-3501-422.60-30	207.05
						8/31/2018 TOTAL -	1,773.27
						CUMULATI VE TOTAL -	2,047.61
9/04/2018	251	SHERW N W LLI AMS CO		PI 3327	30150	045-3501-422.60-18	81.30
				PI 3328	30242	045-3501-422.60-18	67.86
9/04/2018	5770	HENRY SCHEI N I NC		PI 3611	19320347CR	045-3502-422.60-23	330.00-
						9/04/2018 TOTAL -	180.84-
						CUMULATI VE TOTAL -	1,866.77
9/05/2018	68	BOUND TREE MEDI CAL		PI 3555	82973138	045-3502-422.60-23	652.50
9/05/2018	90	NAPA AUTO PARTS		PI 3519	2210911659	045-3501-422.60-20	4.32
9/05/2018	97	CASCO I NDUSTRI ES I NC		PI 3624	198562	045-3501-422.60-31	1,431.00
9/05/2018	225	SUMMI T TRUCK GROUP		PI 3352	CM411167827	045-3501-422.60-20	4,210.49-
				PI 3353	411167827	045-3501-422.60-20	4,210.49
9/05/2018	5770	HENRY SCHEI N I NC		PI 3612	56939684	045-3502-422.60-23	660.00
						9/05/2018 TOTAL -	2,747.82
						CUMULATI VE TOTAL -	4,614.59
9/06/2018	206	FERGUSON PONTI AC GMC TRUCK		PI 3625	141673	045-3503-422.60-20	446.25
9/06/2018	5770	HENRY SCHEI N I NC		PI 3613	56290551	045-3502-422.60-24	733.44
				PI 3614	56591335	045-3502-422.60-24	733.44
						9/06/2018 TOTAL -	1,913.13
						CUMULATI VE TOTAL -	6,527.72
9/07/2018	370	AIRGAS USA LLC		PI 3815	908011505	045-3502-422.60-23	160.92
9/07/2018	6656	SOUTH EAST AUTO TRI M I NC.		PI 3719	56651	045-3501-422.40-20	60.00
						9/07/2018 TOTAL -	220.92
						CUMULATI VE TOTAL -	6,748.64
9/09/2018	68	BOUND TREE MEDI CAL		PI 3556	82976269	045-3502-422.60-23	3,046.82
						9/09/2018 TOTAL -	3,046.82
						CUMULATI VE TOTAL -	9,795.46
9/10/2018	206	FERGUSON PONTI AC GMC TRUCK		PI 3567	141724	045-3502-422.60-20	397.11
9/10/2018	225	SUMMI T TRUCK GROUP		PI 3354	CM411167835	045-3501-422.60-20	1,605.70-
				PI 3355	411167835	045-3501-422.60-20	1,605.70
9/10/2018	399	LOCKE SUPPLY COMPANY		PI 3381	3530464700	045-3501-422.60-18	3.74
						9/10/2018 TOTAL -	400.85
						CUMULATI VE TOTAL -	10,196.31

FUND	045	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/11/2018		90				NAPA AUTO PARTS	PI 3461	2210912204	045-3501-422.60-20	298.53
							PI 3466	2210912222	045-3501-422.60-20	53.94
							PI 3467	2210912230	045-3501-422.60-20	45.00-
9/11/2018		225				SUMMIT TRUCK GROUP	PI 3358	411168247	045-3501-422.60-20	1,081.99
9/11/2018		399				LOCKE SUPPLY COMPANY	PI 3382	3532108800	045-3501-422.60-18	109.57
9/11/2018		8897				ULINE	PI 3829	101113785	045-3502-422.60-23	264.10
9/11/2018		9892				GOODYEAR COMMERCIAL TIRE	PI 3569	2541011929	045-3501-422.60-19	1,643.76
									9/11/2018 TOTAL -	3,406.89
									CUMULATIVE TOTAL -	13,603.20
9/12/2018		90				NAPA AUTO PARTS	PI 3919	2210912352	045-3501-422.60-20	40.50
9/12/2018		101				WELDON PARTS TULSA	PI 3449	215673100	045-3501-422.60-20	8.97
9/12/2018		377				KIMS INTERNATIONAL	PI 3394	0107943	045-3501-422.60-20	21.24
9/12/2018		399				LOCKE SUPPLY COMPANY	PI 3384	3533026300	045-3501-422.60-18	16.39
							PI 3386	3533203400	045-3501-422.60-18	36.29
									9/12/2018 TOTAL -	123.39
									CUMULATIVE TOTAL -	13,726.59
9/13/2018		90				NAPA AUTO PARTS	PI 3334	2210912415	045-3501-422.60-20	81.00
9/13/2018		399				LOCKE SUPPLY COMPANY	PI 3387	3534079800	045-3501-422.60-18	72.73-
							PI 3388	3534106200	045-3501-422.60-18	14.94-
9/13/2018		8280				CONRAD FIRE EQUIPMENT INC	PI 3302	530236	045-3501-422.60-31	1,146.33
									9/13/2018 TOTAL -	1,139.66
									CUMULATIVE TOTAL -	14,866.25
9/14/2018		90				NAPA AUTO PARTS	PI 3335	2210912540	045-3501-422.60-20	7.98
9/14/2018		97				CASCO INDUSTRIES INC	PI 3825	198954	045-3501-422.60-20	47.36
							PI 3826	198954	045-3501-422.60-20	3.24
9/14/2018		120				CINTAS CORPORATION	PI 3374	5011659373	045-3501-422.60-23	203.49
9/14/2018		225				SUMMIT TRUCK GROUP	PI 3725	411168571	045-3501-422.60-20	108.74
9/14/2018		4937				ASSOCIATED PARTS & SUPPLY	PI 3397	836343	045-3501-422.60-18	127.90
									9/14/2018 TOTAL -	498.71
									CUMULATIVE TOTAL -	15,364.96
9/16/2018		5941				LOWES	PI 3416	12048	045-3502-422.60-23	10.43
									9/16/2018 TOTAL -	10.43
									CUMULATIVE TOTAL -	15,375.39
9/17/2018		786				CLIFFORD POWER SYSTEMS INC	PI 3831	0134872	045-3501-422.60-20	20.30
							PI 3832	0134872	045-3501-422.60-20	34.73
9/17/2018		4884				STRYKER SALES CORPORATION	PI 3835	2495590	045-3502-422.60-23	148.45
9/17/2018		5941				LOWES	PI 3882	13128	045-3501-422.60-18	9.49
9/17/2018		6409				NAFECO	PI 3753	946780	045-3501-422.70-17	11,900.00
									9/17/2018 TOTAL -	12,112.97
									CUMULATIVE TOTAL -	27,488.36
9/18/2018		68				BOUND TREE MEDICAL	PI 3741	82985744	045-3502-422.60-23	2,389.97
9/18/2018		4345				PHILIP REID	003158	10/24-26/18	045-3504-422.50-03	178.50
							003159	11/05-09/18	045-3504-422.50-03	302.50
9/18/2018		4884				STRYKER SALES CORPORATION	PI 3836	2496636	045-3502-422.60-24	435.50
9/18/2018		5770				HENRY SCHEIN INC	PI 3742	57409259	045-3502-422.60-23	97.30



FUND	045	PUBLIC SAFETY	SALES TAX					
DATE	VENDOR	VENDOR		VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME		NO	NO	NO		
9/18/2018	6214	TI MOTHY TYNER		002898	09/08-09/18	045-3503-422.50-03		102.00
9/18/2018	7088	MI KE HATCHETTE		003154	10/24-26/18	045-3504-422.50-03		178.50
9/18/2018	10708	H. O. W. FOUNDATION		002827	0028631	045-3501-422.40-07		127.50
9/18/2018	11306	DAVID FRIEND		003134	SUMMER 2018	045-3501-422.30-11		1,000.00
9/18/2018	11362	JAKE SHERIDAN		002888	09/08-09/18	045-3503-422.50-03		102.00
9/18/2018	11396	WALTER MAY		002865	SEPT 2018	045-3501-422.30-11		5,208.62
						9/18/2018 TOTAL -		10,122.39
						CUMULATIVE TOTAL -		37,610.75
9/19/2018	101	WELDON PARTS TULSA		PI 3945	216046300	045-3501-422.60-20		71.08
						9/19/2018 TOTAL -		71.08
						CUMULATIVE TOTAL -		37,681.83
9/20/2018	240	GRAINGER		PI 3761	9911303460	045-3501-422.60-28		12.80
						9/20/2018 TOTAL -		12.80
						CUMULATIVE TOTAL -		37,694.63
9/21/2018	8280	CONRAD FIRE EQUIPMENT INC		PI 3760	530334	045-3501-422.60-20		26.05
						9/21/2018 TOTAL -		26.05
						CUMULATIVE TOTAL -		37,720.68
9/24/2018	4	ACCURATE FIRE EQUIPMENT CO INC		002902	886650	045-3501-422.30-87		130.60
9/24/2018	90	NAPA AUTO PARTS		PI 3525	2210912709	045-3501-422.60-20		6.99
9/24/2018	97	CASCO INDUSTRIES INC		002938	198798	045-3501-422.60-31		88.00
				002939	198799	045-3501-422.60-31		15.00
9/24/2018	317	OKLAHOMA FIRE CHIEFS ASSOC		002973	5301	045-3501-422.30-85		36.00
9/24/2018	779	OKLAHOMA CHAPTER OF IAAI		002970	9930	045-3504-422.30-11		190.00
				002971	9931	045-3504-422.30-11		190.00
9/24/2018	891	STOREY WRECKER SERVICE INC		002988	472559	045-3502-422.40-20		166.50
9/24/2018	2137	PRO OVERHEAD DOOR		002974	20353	045-3501-422.40-07		200.00
9/24/2018	3694	ARROW EXTERMINATORS INC		002925	603540	045-3501-422.40-07		50.00
				002926	602278	045-3501-422.40-07		50.00
				002927	602175	045-3501-422.40-07		45.00
				002928	602260	045-3501-422.40-07		10.00
				002929	603539	045-3501-422.40-07		55.00
				002930	602176	045-3501-422.40-07		35.00
				002931	603543	045-3501-422.40-07		40.00
				002932	603544	045-3501-422.40-07		45.00
				002933	602178	045-3501-422.40-07		65.00
				002934	602177	045-3501-422.40-07		35.00
9/24/2018	4209	RDJ SPECIALTIES INC		002976	107428	045-3504-422.60-23		847.85
9/24/2018	9734	EMS TECHNOLOGY SOLUTIONS LLC		002955	21608	045-3502-422.40-55		240.00
9/24/2018	11338	ARKANSAS FIRE ACADEMY		002907	00558	045-3504-422.30-11		350.00
9/24/2018	11402	HANGAR 14 SOLUTION		002957	2505	045-3501-422.70-17		2,500.00
						9/24/2018 TOTAL -		5,390.94
						CUMULATIVE TOTAL -		43,111.62
9/25/2018	97	CASCO INDUSTRIES INC		003094	195490	045-3501-422.40-29		548.00
9/25/2018	4826	PORTA-JOHN COMPANY		003117	392816	045-3503-422.30-87		137.00
9/25/2018	8506	SAINT FRANCIS HOSPITAL SOUTH		003118	09/14/18	045-3501-422.30-02		7,452.00
9/25/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA		003084	50029756	045-3501-422.40-33		4.35

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND 045 PUBLIC SAFETY SALES TAX							
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
<hr/>							
			003085	50029750	045-3501-422.40-33		3.35
			003086	50029761	045-3501-422.40-33		2.20
			003087	50030209	045-3501-422.40-33		3.95
			003088	50031246	045-3501-422.40-33		4.95
			003089	50030821	045-3501-422.40-33		4.60
			003090	50031250	045-3501-422.40-33		6.35
			003091	50031251	045-3501-422.40-33		6.35
					9/25/2018 TOTAL -		8,173.10
					CUMULATIVE TOTAL -		51,284.72
9/27/2018	574	SUPERIOR, LLC	003248	212390	045-3501-422.40-55		1,718.43
			003249	212390	045-3501-422.40-55		1,011.39
			003250	212390	045-3501-422.40-55		1,011.39
			003296	212390	045-3501-422.40-55		1,427.30
					9/27/2018 TOTAL -		5,168.51
					CUMULATIVE TOTAL -		56,453.23
10/02/2018	309	OKLAHOMA NATURAL GAS CO	001671	254389900	045-3501-422.50-24		139.92
			007676	179445691	045-3501-422.50-24		116.62
					10/02/2018 TOTAL -		256.54
					FUND 045 TOTAL -		56,709.77



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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	060 WORKMANS COMP						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/18/2018	10956	WORKER' S COMPENSATI ON ACCOUNT	002884	09/17/18	060-1700-419.30-88		22,717.82
			002885	09/17/18	060-1700-419.30-87		232.98
			003163	09/24/18	060-1700-419.30-88		10,639.03
			003164	09/24/18	060-1700-419.30-88		103.83
			003165	09/24/18	060-1700-419.50-90		7,550.44
			003166	09/24/18	060-1700-419.50-90		571.55
			003167	09/24/18	060-1700-419.30-08		280.00
			003168	09/24/18	060-1700-419.30-87		1,500.00
					9/18/2018 TOTAL -		42,244.89
					FUND 060 TOTAL -		42,244.89

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	061	GROUP	HEALTH AND	LIFE				
DATE		VENDOR	VENDOR		VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
DUE		NO	NAME		NO	NO	NO	
9/24/2018		10398	CORESOURCE INC		002946	OCT 2018	061-1700-419.30-87	74,610.62
							9/24/2018 TOTAL -	74,610.62
							FUND 061 TOTAL -	74,610.62

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	070 DEBT SERVICE FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/18/2018	11398			JOHN F LOERCH JR	002877	06/30/17	070-0000-103.01-02	85,000.00
							9/18/2018 TOTAL -	85,000.00
							FUND 070 TOTAL -	85,000.00

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	082 AGENCY	DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
		DUE	NO	NAME	NO	NO	NO	
9/18/2018			99999	MI SC- A/ R REFUNDS	002871	15-00001348	082-0000-229.03-02	9,708.00
							9/18/2018 TOTAL -	9,708.00
							FUND 082 TOTAL -	9,708.00

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	091	2011	GO BOND ISSUE				
DATE		VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE		NO	NAME	NO	NO	NO	
4/19/2018		11080	HOEY CONSTRUCTION CO	PI 3574	4	091-6000-451.70-15	61,341.12
						4/19/2018 TOTAL -	61,341.12
						CUMULATIVE TOTAL -	61,341.12
8/22/2018		4152	MAGNUM CONSTRUCTION INC	PI 3575	2	091-6000-451.70-15	35,701.10
						8/22/2018 TOTAL -	35,701.10
						CUMULATIVE TOTAL -	97,042.22
8/24/2018		8849	KLEINFELDER	PI 3854	001208794	091-5305-438.70-16	1,104.96
						8/24/2018 TOTAL -	1,104.96
						CUMULATIVE TOTAL -	98,147.18
9/11/2018		11241	LAND3 STUDIO LLC	PI 3581	12649	091-6000-451.70-15	150.00
						9/11/2018 TOTAL -	150.00
						CUMULATIVE TOTAL -	98,297.18
9/20/2018		4988	GARVER ENGINEERS	PI 3855	1103723031	091-5300-431.70-16	975.00
						9/20/2018 TOTAL -	975.00
						FUND 091 TOTAL -	99,272.18

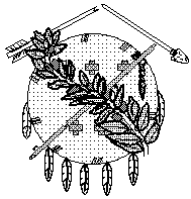
FUND	092 2014	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/28/2018	6375	ATWOODS DISTRIBUTING	PI 3282	001522	092-5300-431.70-15		74.85
					8/28/2018 TOTAL -		74.85
					CUMULATIVE TOTAL -		74.85
9/01/2018	420	APAC-CENTRAL, INC	PI 3497	7001145340	092-5300-431.70-15		65,919.36
			PI 3502	7001145271	092-5300-431.70-15		1,241.45
					9/01/2018 TOTAL -		67,160.81
					CUMULATIVE TOTAL -		67,235.66
9/06/2018	8702	ERGON ASPHALT & EMULSIONS INC	PI 3553	9401916193	092-5300-431.70-15		1,029.85
					9/06/2018 TOTAL -		1,029.85
					CUMULATIVE TOTAL -		68,265.51
9/08/2018	420	APAC-CENTRAL, INC	PI 3498	7001147559	092-5300-431.70-15		19,858.97
			PI 3501	7001148184	092-5300-431.70-15		9,456.04
					9/08/2018 TOTAL -		29,315.01
					CUMULATIVE TOTAL -		97,580.52
9/10/2018	104	WESCO	PI 3828	340028	092-1700-419.70-16		636.00
					9/10/2018 TOTAL -		636.00
					CUMULATIVE TOTAL -		98,216.52
9/12/2018	5823	B&H PHOTO	PI 3304	147195166	092-1700-419.70-16		4,944.00
					9/12/2018 TOTAL -		4,944.00
					CUMULATIVE TOTAL -		103,160.52
9/13/2018	7113	ALABACK DESIGN ASSOCIATES, INC	PI 3578	180905	092-6000-451.70-16		2,100.00
			PI 3579	180906	092-6000-451.70-16		2,300.00
					9/13/2018 TOTAL -		4,400.00
					CUMULATIVE TOTAL -		107,560.52
9/15/2018	420	APAC-CENTRAL, INC	PI 3784	7001149980	092-5300-431.70-15		13,329.04
9/15/2018	4730	DELL MARKETING L.P.	PI 3303	10266990048	092-1700-419.70-16		8,564.42
					9/15/2018 TOTAL -		21,893.46
					CUMULATIVE TOTAL -		129,453.98
9/18/2018	9883	FRANKLIN & ASSOCIATES, INC	003139	10787	092-5300-431.70-08		800.00
9/18/2018	11272	JOHN STORY COMPANY LLC	003142	09/08/18	092-5300-431.70-08		5,700.00
9/18/2018	11405	AARON D MEEK	003217	08/01/18	092-5300-431.70-08		7,300.00
					9/18/2018 TOTAL -		13,800.00
					FUND 092 TOTAL -		143,253.98

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	900	PAYROLL FUND					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/11/2018	494	VI SI ON SERVI CE PLAN CT	PR0930	20180911	900-0000-218.24-00		19.49-
9/11/2018	9695	MI NNESOTA LI FE I NSURANCE CO.	PR0930	20180911	900-0000-218.48-00		7.40-
					9/11/2018 TOTAL -		26.89-
					FUND 900 TOTAL -		26.89-
					TOTAL ALL FUNDS -	2,965,973.30	



# City of Broken Arrow

## Request for Action

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**File #: 18-1115, Version: 1**

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### **Broken Arrow City Council Meeting of: 10-02-2018**

#### **Title:**

Presentation by Development Services Director Michael Skates and Emergency Management Director Jamie Ott on Safe Room Rebate Program

#### **Background:**

In early April this year, representatives of Oklahoma Emergency Management (OEM) presented the Safe Room Rebate Program during one of the sessions at the Oklahoma Floodplain Managers Conference. This presentation led to a conversation with the City of Tulsa Assistant Director of Development about having a phone conference with OEM on the Safe Room Rebate Program. A phone conference was held Monday, April 23, 2018 with Tulsa, OEM, and City of Broken Arrow Staff.

City staff determined that this program was different than past rebate programs and we should pursue the opportunity of this program with our citizens. We held several internal meetings to discuss the potential program impact, process, logistics and time frame. This program would offer a rebate of up to 75%, not to exceed \$2,000, for installation of a below ground or above ground shelter within 100 feet of the main home or inside the home for owner occupied residents.

We made application for Notice of Intent (NOI) to the State OEM in early July to participate in the program. The application identified a possible participation level of 100 homes. Our Emergency Management Director prepared various program forms for use and received a copy of the OEM presentation. These documents are attached.

The program requires two (2) initial public meetings. The public meetings are scheduled for Thursday, October 4, 2018 and Tuesday, October 9, 2018. OEM will present the program to those in attendance and City staff will hand out program participation forms and verify that the residents property is not in a floodplain or historic district. City staff will be providing public notice of these 2 meetings through a press release and other available media.

The voluntary participation notice (VPN) application can be completed while at the meeting or residents can return the application to the City no later than November 16, 2018. All applications submitted will be sent to OEM no later than November 22, 2018. OEM will forward to FEMA (Federal Emergency Management Agency) for review and approval. This may take up to 3 months maybe longer.

FEMA will notify OEM, City and the residents of their approved application for the Safe Room Rebate Program. A meeting will be held with those residents receiving approval to hand out a safe room packet that provides detailed instructions on purchase of a safe room and installation. Some of the requirements are as follows:



- The safe room be within 100 feet of the home
- Safe room installed on the property cited on the application
- Adhere to the guidelines
- Own the property cited and be the primary residence on the application
- Install safe room after attending the mandatory meeting and picking up VPN
- Installation by a certified contractor
- Safe Room to meet current FEMA and ICC guidelines
- Obtain City safe room permit
- Have contractor certify installation and inspections
- Receive Certificate of Occupancy for installed safe room
- Provide all proof of payment (keep receipts)
- Complete W-9
- 2 Pictures (1 of installed safe room and 1 of full front of house)

(Note: All of the information will be presented by OEM and City staff with all approved residents.

A date to still be determined will be set OEM/City for the completed safe room installation and return of all required documents. Upon receipt of documents, City staff will review and forward to OEM for final approval and release of rebate funds to the City which in turn will mail the rebate check to each resident for the safe room installation.

This overall process may take up to 1 year for approval, installation, submittal of required documentation and reimbursement.

**Cost:** \$0

**Funding Source:** Any necessary expenditures for the public meetings will be from the Development Services department budget

**Requested By:** Michael Skates, Development Services Director

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

**Attachments:** Basic Information about ISR Programs  
City of Broken Arrow Individual Safe Room Rebate Program Guidelines  
OEM Powerpoint  
City of Broken Arrow Notice of Intent  
City of Broken Arrow Voluntary Participation Form

**Recommendation:**  
No Action Required

# BASIC INFORMATION ABOUT ISR PROGRAMS

1/ Your HMGP Plan must be Approved and on file with FEMA – OR if your plan is in the update/approved pending adoption stage you will still be able to apply for this Grant.

2/ Complete a Notice of Intent and return it to the EOC

- Notice of Intent will request a \$\$ Amount – explain how many saferoom rebates you would like to apply for, take that number and multiply it by \$2,000.00 (max rebate amount) and you will have the Federal Amount of \$\$ you would like to apply for

3/ Decide HOW you would like to organize Public Meetings:

- If you are a County – you may wish to have multiple meetings scattered throughout your major towns/cities
- If you are a City/Town – You may wish to have multiple meetings on one day or multiple days
- Public comes to the meetings to Hear who is eligible and how the program works (basic guidelines)
- If they wish, at the end of the meeting, public signs up for the program by completing a Voluntary Participation Notice or VPN
- Have a location which has internet (if possible) – when citizens hand in their VPN someone (employees/volunteers) look up each person's address on GPS to confirm home location as well as correct coordinates
- REASON FOR THIS TASK: You will have to have GPS of each homeowner's property as well as provide a marked FIRM Map of that location when you turn in your application to OEM and gathering this info w/homeowner verifying location greatly speeds up the process

4/ Decide HOW you will Advertise the Program & Times/Dates of Meetings:

- Press Release
- Local Radio
- Local TV Reporters
- Newspaper
- Social Media
- Flyers (in Bright Colors) Hung up throughout the Town/City (post office, library, utility office, etc)
- Letter mailed in Utility Bill

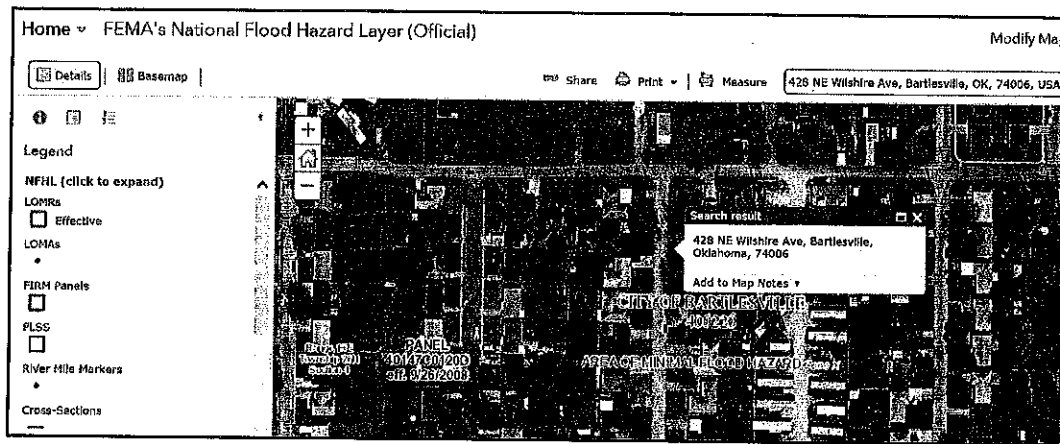
You want to reach as many of your citizens as possible, **use MULTIPLE Methods** – someone will always approach afterward stating they did not know about the program. You want to reach as many citizens as possible. A lot of times in the smaller communities "word of mouth" will help to spread the word. SEE ATTACHED EXAMPLE OF FLYER

5/ HOW to create/complete the Grant Application for ISR Programs:

- Once homeowners have completed their VPN's, you will use the VPN's to create a spreadsheet. You will need to give OEM a copy of the spreadsheet as well as an electronic copy (OEM has an example we can send you to use to create this spreadsheet)
- Use the VPN's to create a Marked FIRM Map for each homeowner. GO to FEMA Map Service Center – you are able to enter either the address or GPS location (for GPS enter the negative number first). Map Service Center can give you a satellite version as well as give you the Panel Number, Date of Map, and Zone home located in

EXAMPLE:

- CHECKLIST



- Scan all completed VPN's and Marked FIRM Maps in the order of the homeowner spreadsheet
- Either create two (2) CD's of these VPN's & FIRM Maps or put this data on two (2) flash drives and return with other documents. One copy of VPN's is for the OEM Application – One Copy goes to FEMA with copy of your application

## 6/ Create and Send Out Environmental Letters:

You will need to Create a Letter (on Letterhead) to send to the Environmental Agencies. **Letter will be sent with a copy of the completed Homeowner Spreadsheet.** Letters just state you are applying for an HMGP Grant application for an ISR Program and ask if each agency has any problems with the property locations on the list.

Letters need to be sent to:

- Local or County Floodplain Manager
- DEQ
- NCRS
- Army Corp of Engineers

Should take about 30-45 days to receive a response from each agency. The Response Letters will need to be submitted to OEM along with other documentation.

## 7/ Complete Grant Application:

- It is a "condensed" fill-in-the-blank application (8-10 pages)
- You complete this last because we do not know how many rebates you will qualify for (see below)
  - ✓ You only had 150 people sign up – therefore we would fund you for 100 rebates with 50% Alternates
  - ✓ You had 1,000 people sign up – but you only want to administer 500 rebates, so you would have 500 rebates and 500 Alternates
  - ✓ There is NO Limit (unless we only have a certain amount of money left in open disasters)
  - ✓ If you Notice of Intent only asked for 100 rebates – but you had enough people to sign up for 200 rebates with 50% Alternates – that's okay – if we have the \$\$ in an open grant – we would just adjust the NOI totals
- OEM will assist you with the application and the financial forms once grant establishes how many rebates will be in this grant

Again, these are the Basic Steps for Creating and Submitting an Application for an ISR Program. OEM is here to assist and we will help you through the process. If requested, we can come to your jurisdiction to assist with the Public Meetings as well as all other steps, just let us know! We will want to ensure you know the "ins and outs" of ISR Grants as well as the regulations/requirements before you begin taking up the VPN's from the citizens.

ATTACHED is an example of the PowerPoint Presentation used by a previous County/City for your review



## CITY OF BROKEN ARROW INDIVIDUAL SAFE ROOM REBATE PROGRAM GUIDELINES

Please follow these steps to ensure your eligibility in receiving a rebate for your safe room/storm shelter. For questions, please contact Jamie Ott, Emergency Management Director, Broken Arrow Emergency Management, (918) 451-8309 and leave a message if needed. He will return your call as soon as possible.

STEP 1: To be eligible to receive a rebate for your safe room/storm shelter through the City of Broken Arrow Individual Safe Room Rebate Program, you must meet the following criteria:

- Adhere to these guidelines.
- Install your safe room/storm shelter within 100 feet of your home.
- Install your safe room/storm shelter on the property cited on your application.
- Own the property cited on your application.
- The property listed on your application must be your primary residence.
- Install your safe room/storm shelter AFTER attending a MANADATORY MEETING and picking up your guideline packet.
- The property listed on your application is not located within a Special Flood Hazard Area (SFHA).

STEP 2: Homeowners ARE NOT ALLOWED TO INSTALL THEIR SAFE ROOM/STORM SHELTER by themselves. It must be installed by a company/professional.

STEP 3: Contract with a vendor within 60 days of attending the mandatory meeting and picking up your guideline packet. Your vendor must build and/or install the safe room/storm shelter that meets and/or exceeds current versions of the FEMA Publication 320 (Taking Shelter From the Storm, Building a Safe Room for your Home or Small Business), FEMA 361 (Design and Construction Guidance for Community Safe Rooms) as well as the International Code Council (ICC) 500 (Standard for the Design and Construction of Storm Shelters). Contractors must also provide documentation that their units have been debris impact and pressure tested to withstand winds up to 250+ mph. We cannot recommend vendors; you alone must research possible vendors and check their references to ensure quality. The vendor will be required to sign a notarized form showing the safe room/storm shelter meets and/or exceeds current versions of the above listed publications. We recommend residents use a vendor that is a current member of the National Storm Shelter Association (NSSA) OR American Tornado Association (ATSA) and is in good standing.

**NOTE: City of Broken Arrow, Oklahoma Emergency Management or FEMA DOES NOT ENDORSE, APPROVE, CERTIFY OR RECOMMEND ANY CONTRACTORS, INDIVIDUALS, FIRMS OR PRODUCTS for safe rooms/storm shelters. You must be aware of the numerous advertisements that intentionally mislead customers by stating a company's shelters are "FEMA Approved". Ask contractors for references and call or check with friends, neighbors, etc. about companies they have used; remember they must build and/or install the safe room/storm shelter that meets and/or exceeds current versions of the FEMA Publication 320 (Taking Shelter From the Storm, Building a Safe Room for your Home or Small Business), FEMA 361 (Design and Construction Guidance for Community Safe Rooms) as well as the International Code Council (ICC) 500 (Standard for the Design and Construction of Storm Shelters). To ensure safe rooms/storm shelters construction and design criteria outlined in FEMA 361 and ICC 500 are met for any federally funded safe room/storm shelter, we will request documentation of test results demonstrating safe**

room/storm shelters meet the missile impact and pressure test criteria specified in these design documents. FEMA will review any documentation provided to ensure design standards are met. Failure to meet these design criteria will result in safe rooms/storm shelters ineligible for federal funding.

Homeowners who choose to have a custom safe room/storm shelter that is not “pre-fabricated” and must be constructed on site must contact the City of Broken Arrow BEFORE they are approved for the rebate. Homeowners will have to provide a list of materials and plans they intend to use to build the safe room/storm shelter. The City of Broken Arrow will then have to forward this information to Oklahoma Emergency Management, they will forward to FEMA, and the homeowner is required to wait for an approval from FEMA. If FEMA approves the designs and after the safe room/storm shelter is built, the homeowner must submit a report signed and stamped by a Licensed Design Professional that the safe room/storm shelter was built correctly and meets and/or exceeds current versions of FEMA Publication 320 (Taking Shelter From the Storm, Building a Safe Room for your Home or Small Business), FEMA 361 (Design and Construction Guidance for Community Safe Rooms) as well as the International Code Council (ICC) 500 (Standard for the Design and Construction of Storm Shelters), which is expensive and will not be a reimbursable expense.

~~STEP 4: Complete the Safe Room Application and return to Jamie Ott, Director of Broken Arrow Emergency Management, 1101 N. 6<sup>th</sup> Street, Broken Arrow, Oklahoma 74012. You will keep all other forms until construction is complete and you apply for reimbursement.~~

**This step should be completed at the mandatory meeting.**

STEP 5: Have your selected contractor complete the Building Permit Application (include a plot plan if your shelter will be outside) and bring to the City of Broken Arrow Development Services Department at 220 S. First Street, along with a check for \$46.00 to obtain a Building Permit.

STEP 6: Once a Building Permit has been issued, proceed with construction of the shelter and have your contractor ensure that all necessary building inspections are coordinated with the City of Broken Arrow Inspectors. Install your safe room/storm shelter by \_\_\_\_\_, 2018.

STEP 7: Upon completion of construction, a final inspection will be required and a Certificate of Occupancy will be issued. Once the Certificate of Occupancy is issued by the City of Broken Arrow building official, **YOU WILL BE REQUIRED TO BRING THE FOLLOWING DOCUMENTS** to Jamie Ott, Director of Emergency Management, 1101 N. 6<sup>th</sup> Street, Broken Arrow, OK 74012. The information must be submitted by \_\_\_\_\_, 2018:

- Building Permit with Plot Plan
- Final Inspection
- Completed Certificate of Installation Form with signed and notarized contractor certification showing the safe room/storm shelter meets and/or exceeds current versions of FEMA Publication 320, FEMA 361 and ICC 500
- Safe room/storm shelter Registration Form
- 2 Pictures: 1 of the installed safe room/storm shelter (front of unit including door) and 1 of the full front of the house.
- Proof of Payment – copy of canceled check (front and back from your bank) or credit card receipt proving the safe room/storm shelter is paid in full and the amount paid.
- Reimbursement Request Form
- Completed W-9

STEP 8: Upon receiving all the documents listed above, a full review will be performed of all documentation by City of Broken Arrow staff. If any documents are missing or need to be corrected, you will be contacted. If you are contacted, please return the requested items ASAP. Your rebate will not be processed until all documents are received and review is completed.

**Complete these reviews with the homeowner present, so we would not have to chase them down later.**

REBATE CHECK: All sets of completed reviews/documents will be sent to Oklahoma Emergency Management Office once a month. The State will process one large payment to the City of Broken Arrow who will then process individual checks and rebate payments which will be mailed to the appropriate homeowner within 10-12 weeks after the completed review. **I would say 12-16 weeks.**

Please keep in mind that if you were asked to provide updated/missing documents, and they were not returned before the end of the month, your rebate request may be sent to the State the following month, therefore, it will take longer for you to receive your rebate check.

ADDITIONAL INFORMATION:

The homeowner DOES NOT have to file the safe room/storm shelter rebate on their taxes. The City of Broken Arrow uses an amended W-9 because it is the only "legal" form we can use in order to obtain your Social Security Number, which is required for the issuance of a rebate check. This is the only reason we use the amended W-9 form. The safe room/storm shelter rebate is exempt from tax liability as a federally-funded assistance program.

The Oklahoma Constitution provides that up to 100 square feet of a safe room/storm shelter installed after January 1, 2002, shall be exempt from taxation.

There are no State or Federal tax incentives associated with this safe room/storm shelter rebate program at this time.

Contact Numbers:

For questions concerning the safe room program:

Program Questions	Paula Cain	(918) 451-8309
Building Questions	Michael Skates	(918) 259-2400 ext. 5426
	Joe Williford	(918) 259-2400 ext. 7337

Broken Arrow Emergency Management	1101 N. 6 <sup>th</sup> Street Broken Arrow, OK 74012
Broken Arrow Development Services Department	220 S. First Street Broken Arrow, Ok 74012

# Storm Shelter Rebate Program

## HMGP Individual Safe Room Program



# WANT TO PARTICIPATE?

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- MUST BE THE HOMEOWNER
- MUST BE PRIMARY RESIDENCE
- IF LOCATED IN FLOOD AREA YOU WILL NEED TO BE REVIEWED SEPERATELY & MAY BE DENIED
- CAN NOT ALREADY HAVE A SAFE ROOM OR STORM SHELTER
- CAN NOT BE UNDER CONTRACT FOR A SAFE ROOM OR STORM SHELTER



# What is a Safe Room?

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- FEMA defines it as a structure that provides “near absolute protection”
- ✓ For this Program: It is known as a Storm Shelter or Saferoom that meets/exceeds current Federal Guidelines

# Above or Below Ground

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- In Garage Allowed
- In Back Yard Allowed
- Inside or Outside A House
- Mobile Home Must Install Outside

# EXAMPLES

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**UNDERGROUND**



**GARAGE FLOOR**



# EXAMPLES OF ABOVE GROUND

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# SORRY, THESE WOULD BE DENIED

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# Safe Rooms Save Lives

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- ♦ 2013 – Team of Saferoom Experts Came to Oklahoma to Inspect Saferooms & Storm Shelters in the Damage Path
- ♦ Units that met current standards ALL PASSED – NO Injuries to Homeowners

Review Report for FREE at [fema.gov](http://fema.gov)

- [https://www.fema.gov/media.../FEMA\\_P-1020\\_Moore\\_Tornado\\_Report\\_508.pdf](https://www.fema.gov/media.../FEMA_P-1020_Moore_Tornado_Report_508.pdf)



# 2013 MOORE TORNADO









# Slope Front Unit













# THIS IS WHY YOU GO TO THE CENTER OF THE HOUSE!

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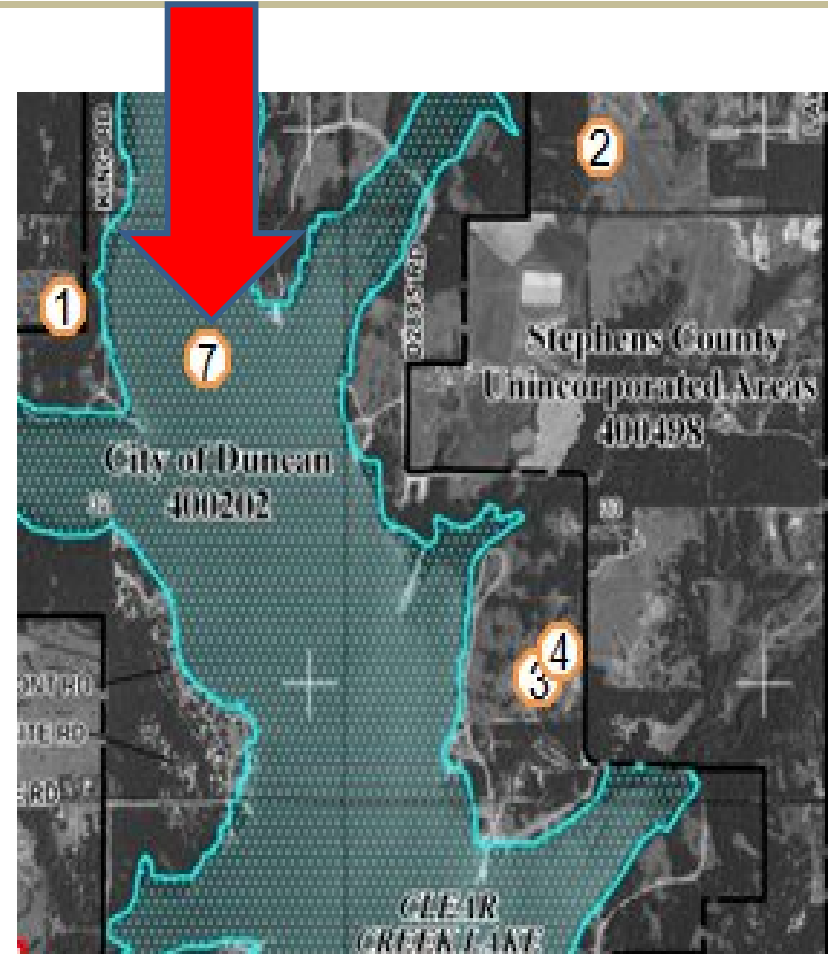
# NOT Eligible

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- ♦ Renters &/or Land Lord
- ♦ NO Public Property
- ♦ NO Homes Located in the Flood Plain
- ♦ NO Safe Rooms already installed
- ♦ If Mobile Home – Can not Lease Land
- ♦ NO Apartments
- ♦ NO Businesses
- ♦ NO Churches

# Properties Located in SFHA Areas

- If Broken Arrow Reviews Home/Property & Home in Flood Plain - Property will Be Denied – Unable to Participate
- You Must Be Removed from Program





# HOME IN FLOODPLAIN



# Why Do I Have to Wait?

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- ♦ This is a Process
- ♦ Broken Arrow must complete a Grant Application
- ♦ Homeowner Completes 1 Page
- ♦ EM will turn in about 300 pgs of documentation/paperwork



# When Will I Be Approved?

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- **THIS PROCESS TAKES TIME**
- Broken Arrow will contact you when it is Approved
- You Will Become **INELIGIBLE** if You Install Before Given Approval
- Everyone Registered for the Program will be approved at the Same Time & Notified at same time

# What If I Don't Want to Wait?

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- ♦ **Contact Broken Arrow and be removed from List/Program**
- ♦ Your Family Lives Are Worth More than \$2,000 However FEMA will not allow a project to begin before grant is approved

# Who Do I Hire?

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- If you are Selected for the Rebate - You will receive Approval Packet with ALL Instructions
- **READ & FOLLOW ALL Rules and Regulations** stated by Creek County
- Winners Will be **Required** to hire special safe room contractors
- Unit must Meet or Exceed FEMA 320/361 &/or ICC-500 Guidelines
- **AGAIN, Read ALL Rules and Regulations**

# Who Will Decides Who Gets Rebate?

---

- ♦ Broken Arrow will review ALL applications
- ♦ Applicants will then be in Random Drawing – Broken Arrow will contact all winners personally
- ♦ City is Required to Submit 50% Alternates for # of Rebates
- ♦ Alternates will be Contacted on a One on One Basis

# Review Process

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- ❖ It WILL Take A Few Months
- ❖ The State Will Ask Broken Arrow for any Additional/Missing Info for application or homeowner
- ❖ If You Delay Returning Requested Info:  
You Hold Up EVERYONE in Program
- ❖ Application will be Submitted to FEMA for Review

# Step #1: Voluntary Participation Notice

- Required of **ALL** Participating Property Owners
- Read before Signing
- Must be Reviewed to Determine Eligibility

**Individual Safe Room Voluntary Participation Form**

Application/Property # \_\_\_\_\_

Homeowners Name: \_\_\_\_\_

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

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

Home Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

WHAT YEAR WAS YOUR HOME BUILT: \_\_\_\_\_

WHAT TYPE OF SAFE ROOM ARE YOU CONSIDERING? (PLEASE CIRCLE ONE BELOW)

ABOVE GROUND      BELOW GROUND

WILL YOUR SAFE ROOM BE INSTALLED WITHIN 100 FEET OF THE HOME FOUNDATION?

YES      NO (WHY NOT?) \_\_\_\_\_

IS YOUR HOME LOCATED IN A HISTORIC DISTRICT?      Yes      No

IF YOUR HOME WAS BUILT BEFORE 1980, IF IT IS LOCATED IN A HISTORIC DISTRICT, OR YOU WILL INSTALL THE SAFEROOM FURTHER THAN 100 FEET FROM THE FOUNDATION, YOU WILL HAVE TO COMPLETE ADDITIONAL PAPERWORK. PLEASE SEE THE EMERGENCY MANAGER OR THE PERSON IN CHARGE OF THIS PROGRAM.

I, (HOMEOWNER), certify that I am the owner of the above described property and that it is my primary residence. I agree to comply with criteria and guidelines for the Safe Room Rebate Incentive Program. I understand that this is a reimbursement program approved by the Federal Emergency Management Agency and that, as the applicant, am required to complete my financial obligation to my Safe Room Contractor prior to seeking reimbursement from the grant administration. I understand that the local share of F254 is my responsibility. I, as the applicant, will receive reimbursement \$0.00 (JURISDICTION) for 75% of the cost of my safe room up to the maximum amount of \$0 (MAXIMUM YOU HAVE SET) upon receipt by the (JURISDICTION) of funds from FEMA. The (JURISDICTION) will have no obligation of reimbursement to the applicant if, for any reason, funds are not received from FEMA. A contractual obligation between \$0.00 and (JURISDICTION) does not exist until I have been notified of my acceptance into the Individual Safe Room Rebate Program. I will not initiate a contract for installation of my safe \$0.00, under this program, before I have been notified by (JURISDICTION) that this program has been approved by the Federal Emergency Management Agency and that I have been okayed to begin installing my safe room. I understand that as the homeowner I will be responsible for any and all maintenance \$0.00 to my safe room. I understand that I am responsible for making sure my safe room meets or exceeds FEMA 320/361 Guidelines and I have a signed, notarized statement from my Safe Room Contractor stating such. Once I have been notified that it is okay to install my safe room, I will send a Progress Report to the (JURISDICTION) Program Manager every 90 days until my safe room has been installed, paid for, and I have received reimbursement.

**\*\*Your Jurisdiction may also want to add a deadline for installing the safe room (EX: I understand I my safe room must be installed within 6 months, etc.) Or any other rules or regulations for your program can be added in this paragraph.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_





OKC Zoo by M. Moore

# Are You Bored Yet?

# COMPLETING VPN FORM

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- **NAME** – IF MARRIED ADD BOTH
- IF HOME IN LIVING TRUST – JUST ADD HOMEOWNER'S NAME
- TRUST OKAY IF OWNER IS STILL ALIVE – IF HOME ALREADY IN CARE OF FAMILY THIS IS NOT ELIGIBLE
- **IF NOT MARRIED** – HOMEOWNER MUST COMPLETE FORM



# COMPLETING VPN FORM

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- **PROPERTY (PHYSICAL) ADDRESS** –SAME YOU WOULD GIVE TO THE FIRE DEPT OR AMBULANCE
- **YEAR HOME BUILT** – BEST ESTIMATE - FEMA IS LOOKING FOR HOMES BUILT IN **1890 OR EARLIER**
- **ABOVE OR BELOW ?**– THIS IS FOR SURVEY PURPOSES ONLY (BEING NOSEY) – IF YOU CHANGE YOUR MIND, THAT IS OK

# COMPLETING VPN FORM

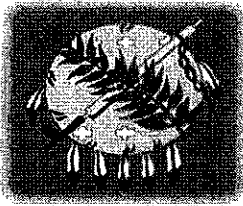
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- **WILL YOU INSTALL WITHIN 100 FT OF HOME ?** – IF YOU PLAN TO INSTALL THE UNIT OVER 100FT FROM THE FOUNDATION OF YOUR HOME WE MUST REVIEW THIS & GET MORE INFO.
- WILL REQUIRE ADDT'L ENVIRONMENTAL REVIEWS
- 100FT IS ALSO FOR LIFE SAFETY ISSUES
- INSIDE GARAGE OR ON BACK PATIO IS FINE – COUNTS AS ZERO FT FROM FOUNDATION

# COMPLETING VPN FORM

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- HOME IN HISTORIC DISTRICT ? – BE SURE AND LET US KNOW WHEN YOU TURN IN YOUR FORM
- ADDITIONAL INFORMATION & PHOTOS WILL BE NEEDED
- TOP OF BOTTOM PARAGRAPH – ADD YOUR NAME – SIGN THE BOTTOM
- IF YOU ARE MARRIED – ONLY ONE SIGNATURE



STATE OF OKLAHOMA  
NOTICE OF INTENT (NOI)  
HAZARD MITIGATION GRANT  
PROGRAM (HMGP)



**IMPORTANT:** Please use this form if you have a potential mitigation project. Complete the form as soon as possible and return to the **Oklahoma State Hazard Mitigation Officer** as shown below. If you have more than one project, this form can be copied for your use as needed.

**PART I - APPLICANT INFORMATION**

Applicant: City of Broken Arrow, Oklahoma

Mailing address: 1101 North 6th Street

City: Broken Arrow Zip: 74012 County: Tulsa

Name of contact person: Jamie Ott

Title of contact person: Director of Emergency Management

Telephone number: ( 918 ) 451-8309

Fax number: ( 918 ) 451-2678 E-Mail: jott@brokenarrowok.gov

Date of Approved Hazard Mitigation Plan (attach here to a copy of the December 12, 2017  
plan page(s) where this project is shown as a mitigation action)

Applicant is eligible for HMGP funding in accordance with 44 CFR 206.434 (a):

- (1) ☒ State / local government;  
(2) ☐ Private non-profit which owns or operates a critical facility (see criteria);  
(3) ☐ Tribal government

**PART II - PROJECT INFORMATION**

Project Description:  
ISR Project for 100 storm shelter rebates

Estimated Project Cost: \$ \_\_\_\_\_ Local share (25%) \$ \_\_\_\_\_

Amount requested from the Hazard Mitigation Grant Program: \$ \$200,000  
(Not more than 75 percent of the total project cost.)

Is the applicant delinquent on any federal debt? No ☒ Yes ☐

Are you receiving or requesting assistance from any other source? No ☒ Yes ☐

If yes, list source: \_\_\_\_\_

Do you currently have matching funds (25 percent of the project cost?): No ☐ Yes ☒

Will the 25 percent match be: Cash ☐ In-kind ☒ Combination ☐

If other, provide explanation. \_\_\_\_\_

Requested project start date: 8-1-2018 Population served by this project: 110,00

If the project is for flood mitigation:

- Is the applicant a member of the National Floodplain Insurance Program? No ☐ Yes ☒
- If "No" and the project will be in the Special Hazard Flood Area, the sub-applicant must participate in the National Floodplain Insurance Program (NFIP). If the project will not be in the Special Hazard Flood Area, then participation is not required.

This project is eligible for HMGP funding in accordance with criteria established in 44 CFR 206.434 (c) – (g): (use the attached Project Eligibility Checklist to indicate applicable criteria).

### PART III – ASSURANCE

I, the undersigned, hereby certify that all information provided in this Notice of Intent to submit an application for financial assistance in accordance with policies of the Federal Emergency Management Agency is true and correct to the best of my knowledge. I certify that the applicant (i.e., organization, city, county, etc.) will fulfill all requirements of the program as contained in the program guidelines.

Printed Name of Authorized Official: Jamie R. Ott

Signature: \_\_\_\_\_

*Jamie R. Ott*

Title: \_\_\_\_\_

Director of Emergency Management

Date: \_\_\_\_\_

7-3-2018

### STATE HAZARD MITIGATION OFFICER:

Matt Rollins  
State Hazard Mitigation Officer  
Oklahoma Department of Emergency Management  
P O Box 53365  
Oklahoma City, OK 73152  
Phone: (405) 521-2481  
Fax: (405) 522-1947  
E-mail: Matthew.Rollins@oem.ok.gov

## PROJECT ELIGIBILITY CHECKLIST

(check all of the following criteria which most closely describe your project and its purpose)

- (c) **Minimum project criteria.** To be eligible for the Hazard Mitigation Grant Program, a project must:

- ☒ (1) Be in conformance with the State Mitigation Plan and Local Mitigation Plan approved under 44 CFR part 201;
- ☒ (2) Have a beneficial impact upon the designated disaster area, whether or not located in the designated area;
- ☒ (3) Be in conformance with 44 CFR part 9, Floodplain Management and Protection of Wetlands, and 44 CFR part 10, Environmental Considerations;
- ☒ (4) Solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed. Projects that merely identify or analyze hazards or problems are not eligible;
- ☒ (5) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster. The grantee must demonstrate this by documenting that the project:
  - ☒ (i) Addresses a problem that has been repetitive, or a problem that poses a significant risk to public health and safety if left unsolved;
  - ☒ (ii) Will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur. (OEM Note: Both costs and benefits will be computed on a net present value basis.)
  - ☒ (iii) Has been determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options;
  - ☒ (iv) Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address;
  - ☒ (v) Considers long-term changes to the areas and entities it protects, and has manageable future maintenance and modification requirements.

- (d) **Eligible activities —**

- (1) **Planning.** Up to 7% of the State's HMGP grant may be used to develop State, tribal and/or local mitigation plans to meet the planning criteria outlined in 44 CFR part 201.
- (2) **Types of projects.** Projects may be of any nature that will result in protection to public or private property. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to:
  - ☐ (i) Structural hazard control or protection projects;
  - ☒ (ii) Construction activities that will result in protection from hazards;
  - ☐ (iii) Retrofitting of facilities;
  - ☐ (iv) Property acquisition or relocation, as defined in paragraph (e) of this section;
  - ☐ (v) Development of State or local mitigation standards;
  - ☐ (vi) Development of comprehensive mitigation programs with implementation as an essential component;
  - ☐ (vii) Development or improvement of warning systems.

- (e) **Property acquisition and relocation requirements.** Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007 must be implemented in accordance with Part 80 of this chapter. For major disasters declared prior to December 3, 2007, a project involving property acquisition or the relocation of structures and individuals is eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Director that provides assurances that:

- (1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property):
  - ☐ (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and
  - ☐ (ii) No new structure(s) will be built on the property except as indicated below:
    - ☐ (A) A public facility that is open on all sides and functionally related to a

- ☐ designated open space or recreational use;
- ☐ (B) A rest room; or
- ☐ (C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director approves in writing before the construction of the structure begins.
- (iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.
- ☐ (2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.
- ☐ (3) Any structures built on the property according to paragraph (d)(1) of this section, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.
- ☐ (f) **Duplication of programs.** Section 404 funds cannot be used as a substitute or replacement to fund projects or programs that are available under other Federal authorities, except under limited circumstances in which there are extraordinary threats to lives, public health or safety or improved property.
- ☐ (g) **Packaging of programs.** Section 404 funds may be packaged or used in combination with other Federal, State, local, or private funding sources when appropriate to develop a comprehensive mitigation solution, though section 404 funds cannot be used as a match for other Federal funds.

# CITY OF BROKEN ARROW

## Individual Safe Room Voluntary Participation Form

Application/Property # \_\_\_\_\_ (OFFICIAL USE ONLY)

Homeowners Name: \_\_\_\_\_

Property (Physical) Address: \_\_\_\_\_

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

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_

(1) WHAT YEAR WAS YOUR HOME BUILT: \_\_\_\_\_

(2) WHAT TYPE OF SAFE ROOM ARE YOU CONSIDERING? (PLEASE CIRCLE ONE) ABOVE GROUND BELOW GROUND

(3) WILL YOUR SAFE ROOM BE INSTALLED WITHIN 100 FEET OF THE HOME FOUNDATION? \_\_\_\_\_

IF NO (WHY NOT?) \_\_\_\_\_ (will require additional review)

(4) IS YOUR HOME LOCATED IN A HISTORIC DISTRICT? YES NO

\*\*IF YOUR HOME WAS BUILT BEFORE 1890, IF IT IS LOCATED IN A HISTORIC DISTRICT, OR YOU WILL INSTALL THE SAFEROOM FURTHER THAN 100FT FROM THE FOUNDATION, YOU WILL HAVE TO COMPLETE ADDITIONAL PAPERWORK, PLEASE SEE THE EMERGENCY MANAGER OR THE PERSON IN CHARGE OF THIS PROGRAM.

I, \_\_\_\_\_, certify that I am the owner of the above described property and that it is my primary residence. I agree to comply with criteria and guidelines for the Safe Room Rebate Incentive Program. I understand that this is a reimbursement program approved by the Federal Emergency Management Agency and that, as the applicant, am required to complete my financial obligation to my Safe Room Contractor prior to seeking reimbursement from the grant administrator. I understand that the local share of 25% is my responsibility. I, as the applicant, will receive reimbursement from BROKEN ARROW for 75% of the cost of my safe room up to the maximum amount of \$2,000.00 upon receipt by the BROKEN ARROW of funds from FEMA. BROKEN ARROW will have no obligation of reimbursement to the applicant if, for any reason, funds are not received from FEMA. A contractual obligation between myself and BROKEN ARROW does not exist until I have been notified of my acceptance into the Individual Safe Room Rebate Program. I will not initiate a contract for installation of my safe room, nor will I install my safe room under this program before I have been notified by BROKEN ARROW that this program has been approved by the Federal Emergency Management Agency and that I have been approved to begin installing my safe room. I understand that as the homeowner I will be responsible for any and all maintenance or repairs to my safe room. I understand that I am responsible for making sure my safe room is designed, manufactured, and installed correctly to meet or exceed the current FEMA 320/361 &/or ICC-500 Guidelines. I will have a signed notarized statement from my Safe Room Contractor stating such, and may be required to provide documentation and debris impact & pressure testing upon request. Once I have been notified that it is okay to install my safe room, I will install it and return the required paperwork to BROKEN ARROW by the deadline. I understand that if I have received a saferoom rebate for my property from a different program, I will not be eligible for another rebate due to federal regulations concerning duplication of benefits.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_





# City of Broken Arrow

## Request for Action

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**File #: 18-1158, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval of projects to be included in the sale of General Obligation (“GO”) Bonds, Series 2018B, Series 2018C and Series 2018D

**Background:**

The City of Broken Arrow has authorized but unsold bond funds related to projects approved by the citizens of Broken Arrow in August 2014 and August 2018 in the amount of \$221,910,000. Staff is recommending the sale of \$10,860,000 in bonds authorized in 2014 and the sale of \$12,500,000 in bonds authorized in 2018 for the projects shown on the attached exhibits. The sale of these bonds in these amounts will allow the City to complete the sale of the 2014 GO bonds and begin the planned sales of the 2018 GO bonds. The sale date will be set at the October 16, 2018 Council meeting and the sale awarded at a November 2018 Council meeting with the closing on the bonds to take place at the end of December 2018.

The bonds will be sold as Series 2018B for the projects authorized in 2014 and Series 2018C and 2018D for the projects authorized in 2018. Upon approval by the Council, staff will work with the City’s Bond Counsel and Financial Advisor to prepare the necessary documents for consideration at the October 16, 2018 meeting.

**Cost:** Estimated \$220,000 in issuance costs

**Funding Source:** Proceeds of the GO bond sale.

**Requested By:** Cynthia Arnold, Finance Director

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

**Attachments:** 2014 GO Bond Authorization Project Listing  
2018 GO Bond Authorization Project Listing

**Recommendation:**

Approve Projects to be included in the General Obligation Bond Series 2018B, 2018C and 2018D sale.

## CITY OF BROKEN ARROW, OKLAHOMA

## 2014 BOND ISSUE

## FUND 92

UPDATED SEPTEMBER 25, 2017

	ORIGINAL PROPOSITION	PREVIOUSLY SOLD FISCAL YEAR			PROJECTED SALE DATE FISCAL YEAR	
		2015	2016	2017	2018	2019
<b>STREETS</b>						
23RD: KENOSHA/HOUSTON - 5 LANE	3,150,000	650,000		2,500,000		0
WASHINGTON: GARNETT/OLIVE	4,400,000		1,502,500		2,897,500	0
ALBANY: 9TH/23RD 4 & 5 LANE/INTERSECTION 23RD	4,305,000					4,305,000
37TH STREET: OMAHA/ALBANY - 3 LANES	4,200,000	4,200,000				0
FLORENCE: OLIVE/ASPEN - 3 & 5 LANE	3,675,000				3,675,000	0
OLIVE: ALBANY/KENOSHA - 4 LANE	3,000,000			1,000,000		2,000,000
KENOSHA: DATE/MAIN 5 LANE	1,890,000			1,890,000		0
9TH STREET: FLIGHT SAFETY/HOUSTON - 5 LANES	1,800,000		1,800,000			0
WOLF CREEK - CONCRETE REPAIR	1,785,000				1,785,000	0
MAIN STREET STREETSCAPES PHASE 4 DALLAS/HOUSTON	1,312,500		1,312,500			0
OLD TOWN STREETS: ASH & 1ST: COLLEGE/DALLAS	1,050,000			525,000	525,000	0
KENOSHA RESURFACING: ASPEN/GARNETT	1,050,000			1,050,000	0	0
ARROW SUBDIVISION - MILL/ASPHALT OVERLAY	945,000			945,000	0	0
CENTRAL PARK ESTATES/PLAZA STREETS = CONCRETE REPAIR	840,000				840,000	0
ASPEN RESURFACING: WASHINGTON/NEW ORLEANS	800,000			800,000	0	0
RESURFACE 7 MILES OF 2 LANE ARTERIAL STREETS	750,000			375,000	375,000	0
ASPEN CREEK SUBDIVISION - MILL/ASPHALT OVERLAY	472,500				472,500	0
LANCASTER PARK/PLACE: MILL/ASPHALT OVERLAY	393,750				393,750	0
WEDGEWOOD - CONCRETE REPAIR	393,750				393,750	0
HOUSTON: ELM/GARNETT - 3 TO 5 LANE ENGINEERING	262,500				262,500	0
<b>TOTAL FUNDING</b>	<b>36,475,000</b>	<b>4,850,000</b>	<b>4,615,000</b>	<b>9,085,000</b>	<b>11,620,000</b>	<b>6,305,000</b>

**CITY OF BROKEN ARROW, OKLAHOMA**  
**2014 BOND ISSUE**  
**FUND 92**

	ORIGINAL PROPOSITION	PREVIOUSLY SOLD FISCAL YEAR			PROJECTED SALE DATE FISCAL YEAR	
		2015	2016	2017	2018	2019
<b>PUBLIC SAFETY</b>						
POLICE/FIRE TRAINING CENTER	367,500			367,500		
POLICE MOBILE DATA TECHNOLOGY	630,000		210,000	304,000	33,000	83,000
RADIO COMMUNICATIONS TOWER - SOUTH BROKEN ARROW	500,000					500,000
POLICE-FIRE: COMMAND/SPECIAL OPERATIONS TEAM VEHICLE	500,000					500,000
FIRE STATION #3	1,800,000		1,800,000			
PUBLIC SAFETY COMPLEX PHASE I	450,000				450,000	
PUBLIC SAFETY COMPLEX PHASE II	950,000					950,000
6TH STREET WIDENING TO PSC	525,000					0
AERIAL FIRE TRUCK	1,200,000				1,200,000	
SCBAs	840,000			840,000		
LAND/DESIGN NEW FIRE STATION	787,500			400,000	387,500	
<b>TOTAL FUNDING</b>	<b>8,550,000</b>	<b>0</b>	<b>2,010,000</b>	<b>1,911,500</b>	<b>2,070,500</b>	<b>2,033,000</b>
<b>PUBLIC BUILDINGS</b>						
MAINTENANCE CENTER - LAND-A/E DESIGN	790,000				790,000	
LAND - SAND/SALT STORAGE	325,000				325,000	
<b>TOTAL FUNDING</b>	<b>1,115,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,115,000</b>	<b>0</b>

**CITY OF BROKEN ARROW, OKLAHOMA**  
**2014 BOND ISSUE**  
**FUND 92**

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

**CITY OF BROKEN ARROW, OKLAHOMA**  
**2014 BOND ISSUE**  
**FUND 92**

	ORIGINAL PROPOSITION	PREVIOUSLY SOLD FISCAL YEAR			PROJECTED SALE DATE FISCAL YEAR	
		2015	2016	2017	2018	2019
<b>STORMWATER</b>						
LAND/DRAINAGE IMPROVEMENTS - BAX/ELM PHASE I	630,000	630,000				
37TH STREET REGIONAL DETENTION FACILITY	370,000	370,000				
DRAINAGE IMPROVEMENTS VICINITY OF: NEW ORLEANS EAST OF GARNETT 23RD STREET SOUTH OF 151ST EAST AVENUE WEST SHREVEPORT STREET EAST OF ASPEN INCLUDING BRIDGE	315,000					315,000
DRAINAGE IMPROVEMENTS VICINITY OF: TUCSON EAST OF LYNN LANE 23RD STREET SOUTH OF WASHINGTON	315,000					315,000
DRAINAGE IMPROVEMENTS VICINITY OF: ALBANY BETWEEN LYNN LANE & 23RD STREET	2,100,000			850,500	1,249,500	
<b>TOTAL FUNDING</b>	<b>3,730,000</b>	<b>1,000,000</b>	<b>0</b>	<b>850,500</b>	<b>1,249,500</b>	<b>630,000</b>
<b>PROPOSITION 6 &amp; 7 -- REPURPOSING</b>						
6 - CONFERENCE CENTER	5,855,000	5,855,000		0		
7 - ART CENTER	1,400,000			1,400,000		
<b>TOTAL PROPOSITIONS 6 &amp; 7</b>	<b>7,255,000</b>	<b>5,855,000</b>	<b>0</b>	<b>1,400,000</b>	<b>0</b>	<b>0</b>
<b>TOTAL BOND PROJECTS</b>	<b>67,190,000</b>	<b>11,705,000</b>	<b>6,625,000</b>	<b>18,720,000</b>	<b>18,755,000</b>	<b>10,860,000</b>

## 2018 GO BOND PROGRAM LIST OF PROPOSED PROJECTS AND COSTS

### Series 2018C

#### Proposition 1

Widen Houston Street from 9 <sup>th</sup> Street to Old Highway 51	\$590,000
Widen Washington Street from Olive Avenue to Aspen Avenue	\$560,000
Construct improvements to the intersection at Elm Place and New Orleans Street	\$600,000
Construct improvements to the intersection at 9 <sup>th</sup> Street and Kenosha Street	\$180,000
Construct improvements to the intersection at 9 <sup>th</sup> Street and Hillside Drive	\$150,000
Widen 23 <sup>rd</sup> Street from Omaha Street to Albany Street	\$400,000
Construct bridge replacement on 23 <sup>rd</sup> Street between Omaha Street and Albany Street	\$330,000
Rehabilitate and/or resurface various residential streets located throughout the city	\$1,150,000
Old Town streets rehabilitation	\$500,000
Sidewalk improvements – various locations	\$250,000
Downtown infrastructure improvements	<u>\$600,000</u>
Proposition 1 Subtotal	\$5,310,000

#### Proposition 3

Replace existing picnic pavilion with new picnic pavilion at Wolf Creek Park	\$35,000
Improvements to Nienhuis Park Skate Park	\$50,000
Improvements to Indian Springs Sports Complex	\$25,000
Construct, furnish and equip a new park to be located in the southwest part of Broken Arrow	\$240,000
Acquisition and construction of pedestrian trails for a community trail network	\$400,000
Events Park – synthetic turf for softball fields	<u>\$750,000</u>
Proposition 3 Subtotal	\$1,500,000

#### Proposition 4

Construct Armed Forces meeting hall near Veteran's Park in downtown area	\$660,000
Construct new Senior Citizens meeting/activity center located in the downtown area	\$280,000
Acquisition of land for additional Senior Citizens Center and	\$1,300,000

improvements to serve Senior Citizen Center and Arrowhead Park located in the downtown area	
Software upgrade for city facilities	<u>\$1,630,000</u>
Proposition 4 Subtotal	\$3,870,000

Proposition 5

Drainage improvements in the vicinity of Stone Ridge Towne Center located at Albany Street and State Highway 51	\$240,000
Drainage and channelization improvements in the vicinity of Indian Springs, near Jasper Street and Aspen Avenue	\$330,000
Drainage improvements in the vicinity of Tiger Creek Nature Park and Tiger Creek floodplain located near Albany Street between 9 <sup>th</sup> Street and 23 <sup>rd</sup> Street	\$125,000
Drainage improvements in the vicinity of the detention facility within the Shops at Adams Creek Wetlands Preserve, located along Hillside Drive between 9 <sup>th</sup> Street and 23 <sup>rd</sup> Street	\$125,000
Proposition 5 Subtotal	\$820,000

**Series 2018D**

Proposition 6

Drainage improvements in Adams Creek basin – channelization, bank stabilization, detention, clearing of drainage way	\$250,000
Drainage improvements in Broken Arrow Creek basin – channelization, bank stabilization, detention, clearing of drainage way	\$250,000
Drainage improvements in Haikey Creek basin – channelization, bank stabilization, detention, clearing of drainage way	\$250,000
Drainage improvements in Elm or Aspen Creek basin – channelization, bank stabilization, detention, clearing of drainage way	\$250,000
Proposition 6 Subtotal	\$1,000,000





# City of Broken Arrow

## Request for Action

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**File #: 18-1150, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute a Use Agreement with Patio Condominium Homeowners Association, Inc., for the 9th Street Improvements, Elgin to El Paso (Project No. ST1210)

**Background:**

The attached Use Agreement with Patio Condominium Homeowners Association, Inc., is for two parking lots in the City of Broken Arrow. A GWD consisting of 0.25 acres of permanent Right-of-Way located in the NW Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma was needed from Patio Condominium's for the 9<sup>th</sup> Street widening. As a result, the parking along the front of Patio Condominium's was removed for the street project. Two new parking lots are being built on City property and will be leased for \$1.00 per year for the next 99 years to the Patio Condominium Homeowners Association to provide parking removed by the street project.

**Cost:** \$0.00

**Funding Source:** N/A.

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

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

**Attachments:** Use Agreement with Patio Condominium Homeowners Association, Inc.

**Recommendation:**

Approve the Use Agreement with Patio Condominium Homeowners Association, Inc. and authorize its execution.

**CITY BROKEN ARROW USE AGREEMENT WITH PATIO CONDOMINIUM HOME OWNERS' ASSOCIATION, INC.**

This Agreement is entered on the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Patio Condominium Home Owners' Association, Inc., a/k/a Patio Condominiums, Inc. (**Licensee**).

**I. LICENSE**

City grants an exclusive license and agrees to allow **Licensee** to use two parking lots in the City of Broken Arrow as shown on attachment "A" and "B" (**Premises**). **Licensee** shall pay the City a licensee fee in the amount of \$1.00 per year, total amount of \$99.00 for initial 99 year term payable upon execution of the Agreement.

**II. TERM**

This Agreement shall be in effect from the date of its approval by both parties through June 30<sup>th</sup>, 2118. Thereafter this Agreement shall automatically renew for successive one-year periods corresponding with the **City's** fiscal year of July 1<sup>st</sup> through June 30<sup>th</sup>.

**III. IMPROVEMENTS**

The **Premises** shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission from the **City**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the **City**. Any improvement, structures or fixtures of any kind, which are built or brought upon said property, shall become the property of the **City** upon the termination of this Agreement unless the city gives prior written permission for their removal. Any additions or modification authorized to be removed shall be removed in a manner approved by the **City** immediately upon termination of the Agreement and **Licensee** shall restore the **Premises** to the condition that existed prior to the additions or modifications. All such equipment and furnishings provided by **Licensee** for use at the **Premises** shall remain the property of **Licensee** unless otherwise donated to **City**.

**IV. MAINTENANCE**

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

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

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

The **Licensee** shall be responsible for installation, repair, maintenance and upkeep of all signage, irrigation and snow and ice removal of **Premises at the Licensee's** expense.

**Licensee** shall perform all custodial duties of the **Premises** as needed, and on a regular basis to ensure cleanliness of Premises. **Licensee** shall pick up all trash and deposit in an appropriate trash receptacle.

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

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

The **City** shall be responsible for installation, repair, maintenance and upkeep of paving, lighting, fencing and striping of the parking spaces on the **Premises** as the City deems necessary. That in the event this Agreement is terminated by the parties hereto, all improvements shall remain on the **Premises**.

## V. INDEMNIFICATION

**Licensee** is not affiliated with the **City** in any respect under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee partnership, joint venture or association as between the **City** and **Licensee** or its officers, employees, contractors or representatives for any purposes.

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

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

## **VI. INSURANCE AND WAIVER OF SUBROGATION**

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

## **VII. TERMINATION**

This Agreement shall be subject to termination upon expiration of this Agreement, June 20, 2118, by either party for any reason at any time by the terminating party notifying the other party in writing of such termination. The terminating party must provide 60 day notice of its intent to terminate to the other party.

Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **City** from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **Licensee or the City without the prior written consent of the parties hereto.**

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

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

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

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

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

As approved to form:

City of Broken Arrow

*Leslie Myers*  
Assistant City Attorney

By: \_\_\_\_\_  
Craig Thurmond, Mayor

Attested:

Patio Condominium Home Owners' Association,  
Inc.

\_\_\_\_\_  
City Clerk/Seal

By: *Jose C. Gutierrez*  
President

Date of Execution:

Printed Name: JOSE GUTIERREZ

Mailing address (other than the premises address):

PO BOX 150220  
TULSA OK 74115

State of Oklahoma     )  
  )ss.  
County of Tulsa     )

Before me, a Notary Public, on this 11 day of April, 2018, personally appeared Jose Gutierrez known to me to be the identical person who executed the within and foregoing instrument, and as a President of Patio Condominium Home Owners' Association, Inc., a/k/a Patio Condominiums, Inc., acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of said corporation for the uses and purposes therein set forth.

My Commission Expires:

\_\_\_\_\_

Tammy R. Seale  
Notary Public



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



# City of Broken Arrow

## Request for Action

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**File #: 18-1145, Version: 1**

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**Broken Arrow City Council**

**Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1135, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3, which consists of 0.25 acres of permanent Right-of-Way and a Temporary Construction Easement for Parcel 3A which consists of 0.10 acres for 9th Street Improvements, Elgin to El Paso, located at 303/307/309 S 9th Street in the NW/4 of Section 12, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from the Patio Condominium Homeowners Association, Inc., for the 9th Street Improvements, Elgin to El Paso, Parcel 3, 3A (Project No. ST1210)

**Background:**

The attached General Warranty Deed and Temporary Construction Easement are being donated to the City of Broken Arrow, a municipal corporation, from the Patio Condominium Homeowners Association, Inc., the owner. Parcel 3 includes the GWD consisting of 0.25 acres of permanent Right-of-Way and the TCE consisting of 0.10 acres of construction easement, both located in the NW Quarter of Section 12, Township 18 North, Range 14 East. Tulsa County, State of Oklahoma.

**Cost:** \$0.00

**Funding Source:** N/A.

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

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

**Attachments:** Resolution No. 1135  
General Warranty Deed  
Temporary Construction Easement

**Recommendation:**

Approve Resolution No. 1135 and authorize its execution.



**RESOLUTION NO. 1135**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 3, WHICH CONSISTS OF 0.25 ACRES OF PERMANENT RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT FOR PARCEL 3A WHICH CONSISTS OF 0.10 ACRES FOR 9TH STREET IMPROVEMENTS, ELGIN TO EL PASO, LOCATED AT 303/307/309 S 9TH STREET IN THE NW/4 OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM THE PATIO CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., FOR THE 9TH STREET IMPROVEMENTS, ELGIN TO EL PASO, PARCEL 3, 3A (PROJECT NO. ST1210)**

**WHEREAS**, the right-of-way acquisition for the 9th Street Improvements, Elgin to El Paso, has been approved as General Obligation Bond 2014; and

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

1. The City of Broken Arrow accept the General Warranty Deed and Temporary Construction Easement for parcel 3 from the Patio Condominium Homeowners Association, Inc.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2<sup>nd</sup> day of October 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(seal) CITY CLERK

APPROVED AS TO FORM:

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

**GENERAL WARRANTY DEED**  
(Oklahoma Statutory Form)

THIS INDENTURE, Made this \_\_\_\_ day of \_\_\_\_\_, 2018, between Patio Condominiums Homeowners' Association, Inc., Owners, Grantor, and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, Grantee.

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

**SEE EXHIBIT "A" & "B"**

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

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

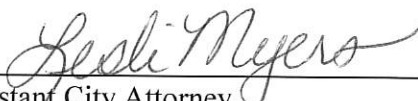
And said Grantor, for themselves and their heirs, executors, and administrators, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that he(she) is lawfully seized in his(her) own right of an absolute and indefeasible estate of inheritance in fee simple,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

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

Patio Condominiums Homeowners' Association, Inc.

See attached signature pages

Approved as to Form:

  
\_\_\_\_\_  
Assistant City Attorney

Approved as to Substance:

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

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

Engineer WSE Checked: 9-24-18  
Project: #ST1210 - 9<sup>th</sup> Street Improvements: Elgin to ElPaso

**Patio Condominiums Home Owner's Association, Inc. – PARCEL 3.0**

**EXHIBIT "A"**

**PROPOSED RIGHT-OF-WAY LEGAL DESCRIPTION**

A tract of Land that is part of Patio Condominiums Home Owner's Association, Inc., according to the Conditions, Covenants and Restrictions for Patio Condominiums A Unit Ownership Estate, Recorded in Book 4411, at Page 185, inclusive, as corrected in Book 4418, at Page 472, all situated in the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eighteen North (18), Range Fourteen (14) East of the Indian Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot One (1), Block Four (4), of Blocks 4 through 7, Arrow Village Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof; said point being 50 feet Easterly of the West Line of said Northwest Quarter (NW1/4); thence S 01°14'53" E parallel with said West line a distance of 425.00 feet; thence N 88°46'52" E a distance of 135.00; thence N 01°14'53" W a distance of 5.00 feet; thence S 88°46'58" W a distance of 111.00 feet; thence N 01°14'53" W a distance of 412.00 feet; thence S 88°46'52" W a distance of 24.00 feet to the POINT OF BEGINNING, containing 10,755 square feet or 0.25 acres, more or less.

**SURVEYOR'S CERTIFICATE**

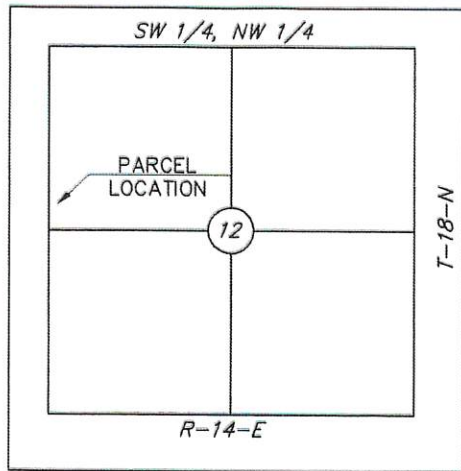
I, Paul E. Davis of Garver, LLC, certify that the legal description heron closes in accordance with current tolerances and is a true representation of the real property described, and that the survey of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 26<sup>th</sup> day of July, 2017.



Paul E. Davis, PLS  
Oklahoma No. 1565  
Cert. of Auth. 4193  
Exp. Date June 30, 2018

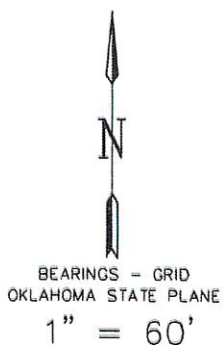




LOCATION MAP  
NOT TO SCALE

POB - POINT OF BEGINNING  
POC - POINT OF COMMENCEMENT  
R/W - RIGHT OF WAY  
T.C.E. - TEMPORARY CONSTRUCTION  
EASEMENT

LINE	ANGLE	DISTANCE
L1	N 01°14'53" W	5.00'
L2	S 88°46'58" W	111.00'
L3	S 88°46'52" W	24.00'
L4	N 88°46'52" E	24.00'
L5	N 88°46'52" E	5.00'
L6	N 88°46'52" E	15.00'
L7	S 88°46'58" W	5.00'
L8	S 01°14'53" E	25.00'
L9	S 88°46'58" W	8.00'
L10	S 01°14'53" E	18.00'
L11	S 01°14'53" E	7.00'



Tract Area	77,000	S.F.	1.77	Acres
Existing R/W	-	S.F.	0.00	Acres
New R/W	10,755	S.F.	0.25	Acres
Rem in Tract	66,245	S.F.	1.52	Acres
Perpetual Easement	-	S.F.	0.00	Acres
Temp Construction Easement	4,507	S.F.	0.10	Acres

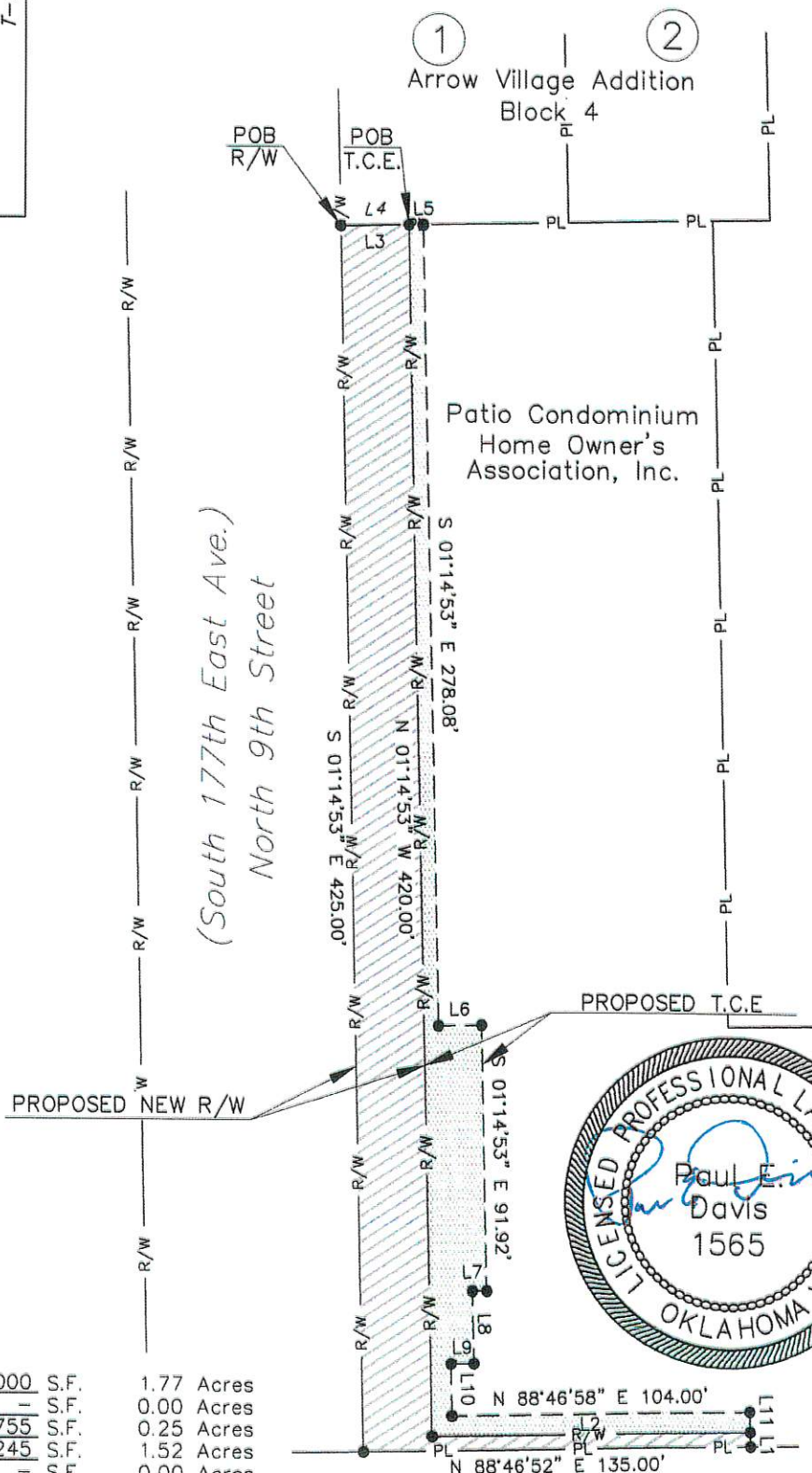
## Exhibit 'B'

PARCEL NO. 3  
COUNTY: TULSA

## LEGAL DESCRIPTION

See Exhibit "A"

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



Unit No. 1, Building No. 1;  
Unit No. 12, Building No. 5;  
Unit No. 14, Building No. 5;  
Unit No. 20, Building No. 7;  
Unit No. 21, Building No. 7;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

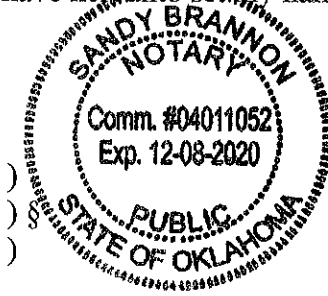
Jose C. Gutierrez  
Jose C. Gutierrez

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
21<sup>st</sup> day of February, 2018, personally appeared Jose C. Gutierrez, to me known  
to be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

State of )  
County of )



Sandy Brannon  
Notary Public

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known to be the identical person(s) who executed the within and  
foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and  
purposes therein set forth.

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

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

Unit No. 2, Building No. 1;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

  
David Edward Boggs

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
2nd day of February, 2018, personally appeared David Edward Boggs, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

State of Oklahoma )  
 ) §  
County of Tulsa )



  
Notary Public

Before me, the undersigned, a Notary Public within and for said County and State, on this  
2nd day of February, 2018, personally appeared David Edward Boggs  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

  
Notary Public

Unit No. 3, Building No. 1;  
Unit No. 4, Building No. 2;  
Unit No. 5, Building No. 2;  
Unit No. 16, Building No. 6;  
Unit No. 24, Building No. 8;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Abaas Al-Kazaz

Abaas Al-Kazaz

Alia Abdulmir

Alia Abdulmir

State of

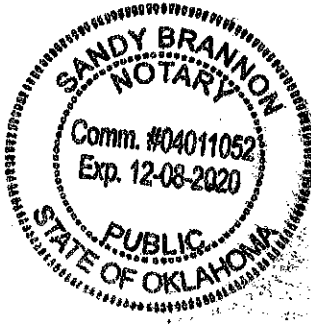
Oklahoma

County of

Tulsa

Before me, the undersigned, a Notary Public within and for said County and State, on this  
24th day of February, 2018, personally appeared Abaas Al-Kazaz and Alia  
Abdulmir, husband and wife, to me known to be the identical person(s) who executed the  
within and foregoing instrument as the free and voluntary act and deed of such person(s) for the  
uses and purposes therein set forth.

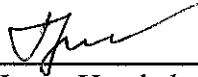
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year last above written.



Sandy Brannon  
Notary Public



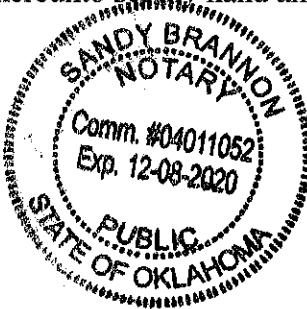
Unit No. 6, Building No. 2;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

  
\_\_\_\_\_  
Hanna Hryshchenko

State of Oklahoma,  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
23rd day of February, 2018, personally appeared Hanna Hryshchenko, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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




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

State of )  
 ) §  
County of )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

  
Olga Koman

Notary Public

Unit No. 8, Building No. 3;  
Unit No. 11, Building No. 5;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

  
Richard Buntt

  
Cheryl Buntt

State of

Oklahoma

County of


Tulsa ) §  
)

Before me, the undersigned, a Notary Public within and for said County and State, on this  
18 day of June, 2018, personally appeared Richard Buntt and Cheryl  
Buntt, husband and wife, to me known to be the identical person(s) who executed the within and  
foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and  
purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

  
Notary Public

Unit No. 9, Building No. 4;  
Unit No. 19, Building No. 7;  
Unit No. 22, Building No. 8;  
Unit No. 27, Building No. 9;  
Unit No. 28, Building No. 9;  
Unit No. 29, Building No. 9;  
Unit No. 31, Building No. 10;  
Unit No. 32, Building No. 10;

and an Undivided interest in and to the common elements appurtenant thereto in PATIO Condominiums, as designated by Declaration of Conditions, Covenants and Restrictions of Patio Condominiums, a Unit Ownership Estates, recorded in Book 4411, Pages 185 to 212, inclusive, being situated in the City of Broken Arrow, Tulsa County, State of Oklahoma

Jose C. Gutierrez  
J. Gutierrez Properties, L.L.C.

State of Oklahoma)  
County of Tulsa) §

Before me, the undersigned, a Notary Public within and for said County and State, on this 01st day of February, 2018, personally appeared Jose C. Gutierrez, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



Sandy Brannon  
Notary Public

Unit No. 10, Building No. 4;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Janet G. Oshansky  
Janet G. Oshansky

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
14 day of June, 2018, personally appeared Janet G. Oshansky, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

[Signature]  
Notary Public

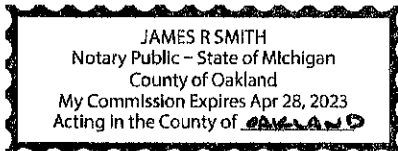
State of )  
County of ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Unit No. 15, Building No. 6;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma

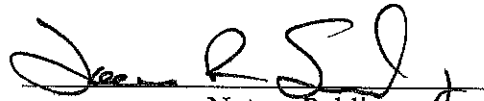


  
Motoo Yamakura

State of MICHIGAN )  
 ) §  
County of OAKLAND )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
21 day of FEBRUARY, 2018, personally appeared Motoo Yamakura, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

  
Notary Public

State of )  
 ) §  
County of )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Jan Eden / Eden Realty  
Eden Realty Inc.

Sammy R. Seale  
Notary Public



Unit No. 18, Building No. 7;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Star Mattox  
Star Mattox, Settler of the Star Mattox Trust

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
13 day of March, 2018, personally appeared Star Mattox, Settler of the Star  
Mattox Revocable Trust, to me known to be the identical person(s) who executed the within and  
foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and  
purposes therein set forth.

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



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

Tammy R. Seale  
Notary Public

Becky Ann Jacobs  
Becky Ann Jacobs

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



LE *Benny R. Seale*  
Notary Public

Before me, the undersigned, a Notary Public within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

Notary Public

Unit No. 25, Building No. 8;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Jose C. Gutierrez  
Jose Gutierrez

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
15th day of July, 2018, personally appeared Jose Gutierrez, to me known to  
be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

[Signature]  
Notary Public

State of )  
County of ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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



Unit No. 26, Building No. 9;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Louvetia J. Swearengin  
Louvetia J. Swearengin

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
15th day of February, 2018, personally appeared Louvetia J. Swearengin, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



KAREN L. PAX  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

[Signature]  
Notary Public

State of )  
County of ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

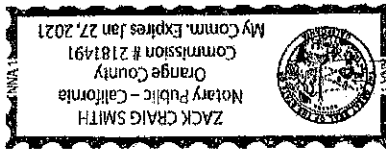
Unit No. 26, Building No. 9;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma

  
Dinita S. Medcalf

State of CA )  
 ) §  
County of Orange )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
15 day of February, 2018, personally appeared Dinita S. Medcalf, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

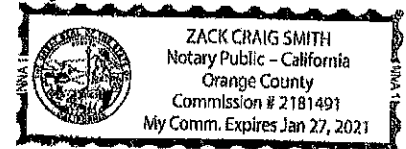
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year last above written.



  
Notary Public

State of  
County of

)  
) §  
)



Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

  
Marcia K. Reecher

Notary Public

Unit No. 26. Building No. 9;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Janice M. Curry  
Janice M. Curry  
David N. Curry  
David N. Curry

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
26 day of February, 2018, personally appeared Janice M. Curry, to me known  
to be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

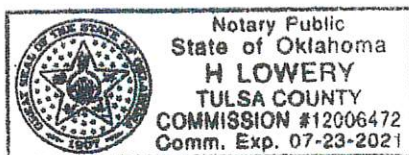


H. Lowery  
Notary Public

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
26 day of February, 2018, personally appeared David N. Curry,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



H. Lowery  
Notary Public



Unit No. 30, Building No. 10;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Joanne Beach  
Joanne Beach

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
23<sup>rd</sup> day of February, 2018, personally appeared Joanne Beach, to me known to  
be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



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

Tammy R. Seale  
Notary Public

State of )  
 ) §  
County of )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Unit No. 33, Building No. 10;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Jose Gutierrez  
Jose Gutierrez

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
17th day of September, 2018, personally appeared Jose Gutierrez, to me known to  
be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

State of Oklahoma )  
County of Tulsa ) §

**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

Karen L. Pax  
Notary Public

Before me, the undersigned, a Notary Public within and for said County and State, on this  
17th day of September, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Patio Condominiums Homeowners' Association, Inc., the Owner(s), of the legal and equitable title to the following described real estate situated in TULSA County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

**SEE EXHIBIT "A" and "B"**

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

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

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

Patio Condominiums Homeowners' Association, Inc.

See attached signature pages

Approved as to Form:

  
Assistant City Attorney

Approved as to Substance:

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

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

Engineer abc Checked: 9-24-18  
Project: #ST1210 - 9<sup>th</sup> Street Improvements: Elgin to El Paso



Patio Condominiums Home Owner's Association, Inc. . – PARCEL 3.A

EXHIBIT "A"

PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

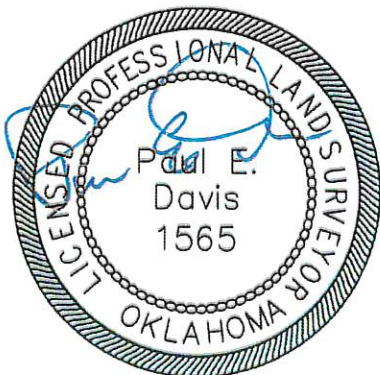
A tract of Land that is part of Patio Condominiums Home Owner's Association, Inc., according to the Conditions, Covenants and Restrictions for Patio Condominiums A Unit Ownership Estate, Recorded in Book 4411, at Page 185, inclusive, as corrected in Book 4418, at Page 472, all situated in the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eighteen North (18), Range Fourteen (14) East of the Indian Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, being more particularly described as follows:


Commencing at the Southwest corner of Lot One (1), Block Four (4), of Blocks 4 through 7, Arrow Village Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof; thence N 88°46'52" E a distance of 24.00 feet to the POINT OF BEGINNING; thence N 88°46'52" E a distance of 5.00 feet; thence S 01°14'53" E a distance of 278.08 feet; thence N 88°46'52" E a distance of 15.00 feet; thence S 01°14'53" E a distance of 91.92 feet; thence S 88°46'58" W a distance of 5.00 feet; thence S 01°14'53" E a distance of 25.00 feet; thence S 88°46'58" W a distance of 8.00 feet; thence S 01°14'53" E a distance of 18.00 feet; thence N 88°46'58" E a distance of 104.00 feet; thence S 01°14'53" E a distance of 7.00 feet; thence S 88°46'58" W a distance of 111.00 feet; thence N 01°14'53" W a distance of 420.00 feet to the POINT OF BEGINNING containing 4,507 square feet or 0.10 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description heron closes in accordance with current tolerances and is a true representation of the real property described, and that the survey of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 26<sup>th</sup> day of July, 2017.



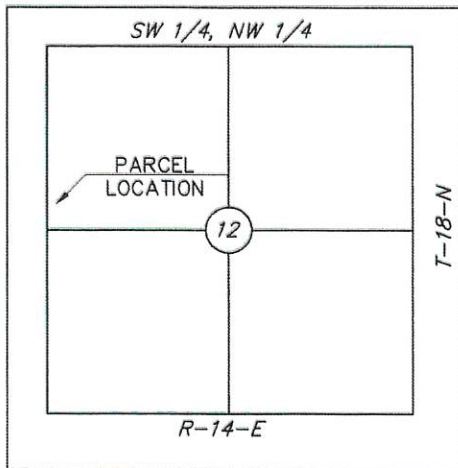
  
Paul E. Davis, PLS  
Oklahoma No. 1565  
Cert. of Auth. 4193  
Exp. Date June 30, 2018

# Exhibit 'B'

PARCEL NO. 3  
COUNTY: TULSA

## LEGAL DESCRIPTION See Exhibit "A"

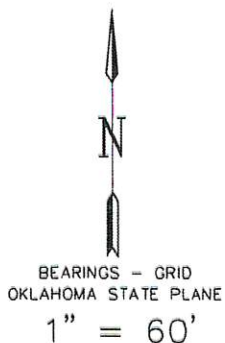
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



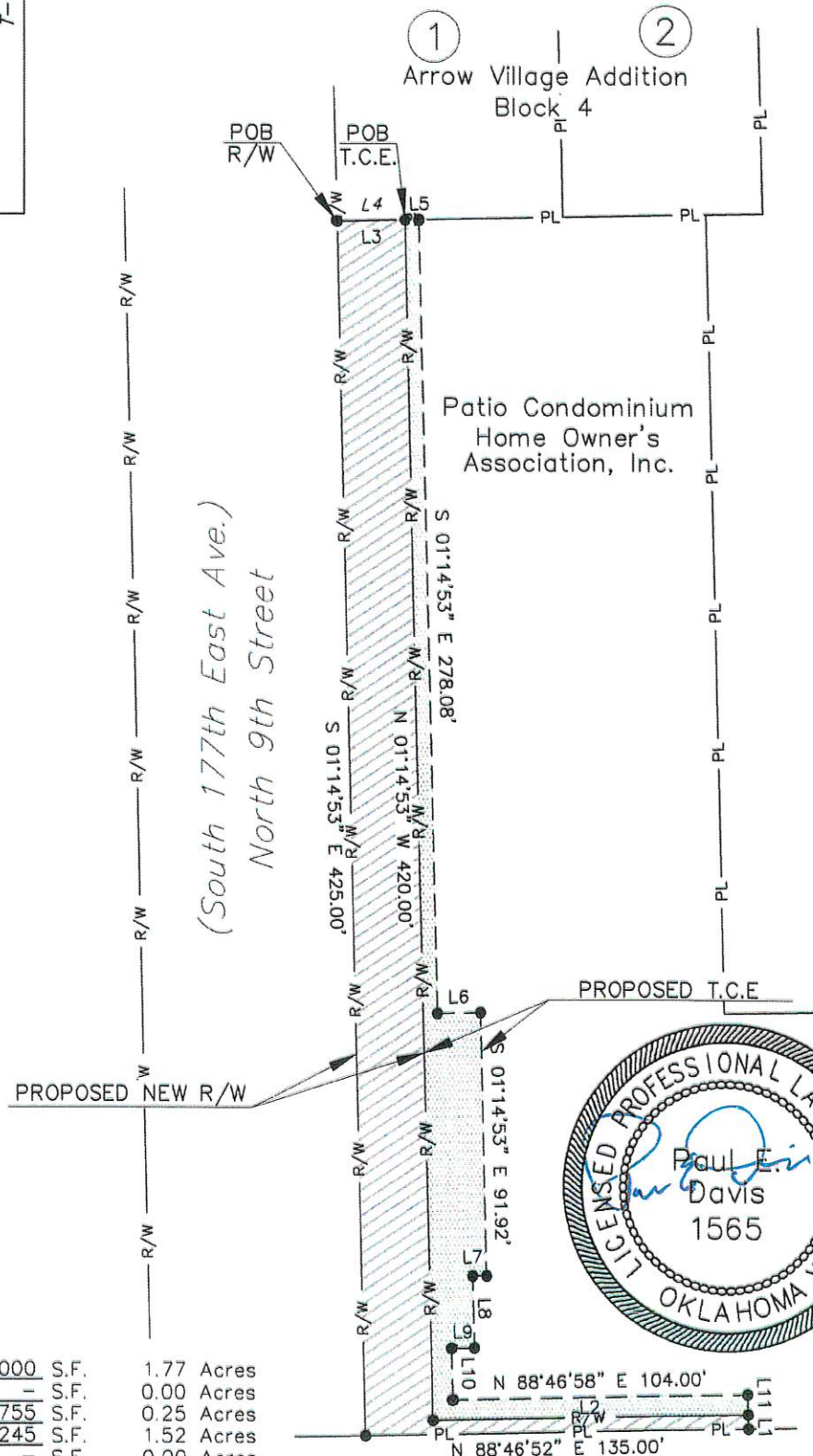
LOCATION MAP  
NOT TO SCALE

POB - POINT OF BEGINNING  
POC - POINT OF COMMENCEMENT  
R/W - RIGHT OF WAY  
T.C.E. - TEMPORARY CONSTRUCTION EASEMENT

LINE	ANGLE	DISTANCE
L1	N 01°14'53" W	5.00'
L2	S 88°46'58" W	111.00'
L3	S 88°46'52" W	24.00'
L4	N 88°46'52" E	24.00'
L5	N 88°46'52" E	5.00'
L6	N 88°46'52" E	15.00'
L7	S 88°46'58" W	5.00'
L8	S 01°14'53" E	25.00'
L9	S 88°46'58" W	8.00'
L10	S 01°14'53" E	18.00'
L11	S 01°14'53" E	7.00'



Tract Area	77,000	S.F.	1.77	Acres
Existing R/W	-	S.F.	0.00	Acres
New R/W	10,755	S.F.	0.25	Acres
Rem in Tract	66,245	S.F.	1.52	Acres
Perpetual Easement	-	S.F.	0.00	Acres
Temp Construction Easement	4,507	S.F.	0.10	Acres



Unit No. 1, Building No. 1;  
Unit No. 12, Building No. 5;  
Unit No. 14, Building No. 5;  
Unit No. 20, Building No. 7;  
Unit No. 21, Building No. 7;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Jose C. Gutierrez  
Jose C. Gutierrez

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
21<sup>st</sup> day of February, 2018, personally appeared Jose C. Gutierrez, to me known  
to be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

State of )  
County of ) §



Sandy Brannon  
Notary Public

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_  
\_\_\_\_\_, to me known to be the identical person(s) who executed the within and  
foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and  
purposes therein set forth.

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

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



Unit No. 2, Building No. 1;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

  
David Edward Boggs


State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
2nd day of February, 2018, personally appeared David Edward Boggs, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

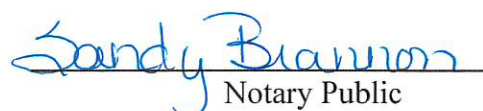
State of Oklahoma )  
 ) §  
County of Tulsa )



  
Notary Public

Before me, the undersigned, a Notary Public within and for said County and State, on this  
2nd day of February, 2018, personally appeared David Edward Boggs  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

  
Notary Public



Unit No. 3, Building No. 1;  
Unit No. 4, Building No. 2;  
Unit No. 5, Building No. 2;  
Unit No. 16, Building No. 6;  
Unit No. 24, Building No. 8;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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State of Oklahoma

Abaas Al-Kazaz  
Abaas Al-Kazaz

Alia Abdulmir  
Alia Abdulmir

State of Oklahoma  
County of Tulsa

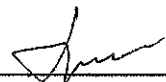
Before me, the undersigned, a Notary Public within and for said County and State, on this  
20th day of February, 2018, personally appeared Abaas Al-Kazaz and Alia  
Abdulmir, husband and wife, to me known to be the identical person(s) who executed the  
within and foregoing instrument as the free and voluntary act and deed of such person(s) for the  
uses and purposes therein set forth.

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



Sandy Brannon  
Notary Public

Unit No. 6, Building No. 2;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma


  
\_\_\_\_\_  
Hanna Hryshchenko

State of Oklahoma  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
23rd day of February, 2018, personally appeared Hanna Hryshchenko, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



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


State of )  
County of ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Unit No. 7, Building No. 3;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
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State of Oklahoma

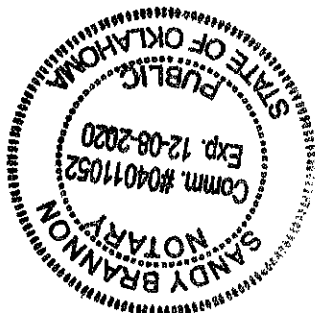
  
\_\_\_\_\_  
Olga Koman

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
01st day of February, 2018, personally appeared Olga Koman, to me known to  
be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

State of )  
County of ) §



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


Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Unit No. 8, Building No. 3;  
Unit No. 11, Building No. 5;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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State of Oklahoma

  
Richard Buntt

  
Cheryl Buntt

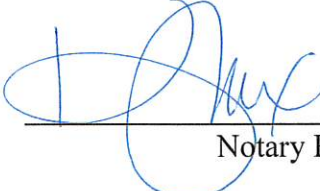
State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
18th day of June, 2018, personally appeared Richard Buntt and Cheryl  
Buntt, husband and wife, to me known to be the identical person(s) who executed the within and  
foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and  
purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

  
Notary Public

Unit No. 9, Building No. 4;  
Unit No. 19, Building No. 7;  
Unit No. 22, Building No. 8;  
Unit No. 27, Building No. 9;  
Unit No. 28, Building No. 9;  
Unit No. 29, Building No. 9;  
Unit No. 31, Building No. 10;  
Unit No. 32, Building No. 10;

and an Undivided interest in and to the common elements appurtenant thereto in PATIO Condominiums, as designated by Declaration of Conditions, Covenants and Restrictions of Patio Condominiums, a Unit Ownership Estates, recorded in Book 4411, Pages 185 to 212, inclusive, being situated in the City of Broken Arrow, Tulsa County, State of Oklahoma

Jose C. Gutierrez  
J. Gutierrez Properties, L.L.C.

State of Oklahoma )  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this 21<sup>st</sup> day of February, 2018, personally appeared Jose C. Gutierrez, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



Sandy Brannon  
Notary Public

Unit No. 10, Building No. 4;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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State of Oklahoma

  
\_\_\_\_\_  
Janet G. Oshansky

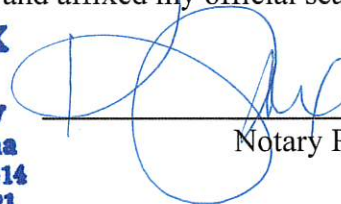
State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
14 day of June, 2018, personally appeared Janet G. Oshansky, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

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

State of )  
County of ) §

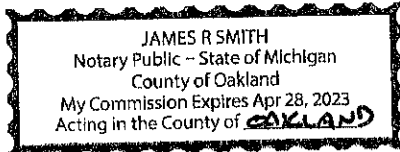
Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

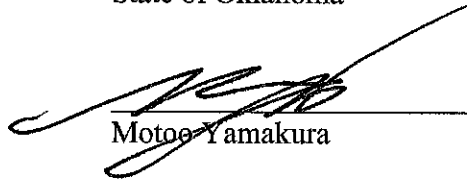
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year last above written.

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



Unit No. 15, Building No. 6;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
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State of Oklahoma

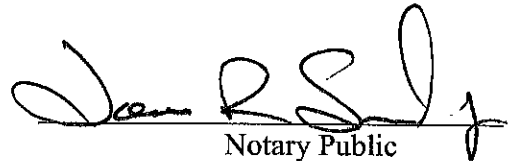


  
Motoo Yamakura

State of MICHIGAN )  
 ) §  
County of OAKLAND )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
21 day of FEBRUARY, 2018, personally appeared Motoo Yamakura, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

  
Notary Public

State of )  
 ) §  
County of )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Jim Eden / Eden Realty  
Eden Realty Inc.

Lammy R. Seale  
Notary Public

Unit No. 18, Building No. 7;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Star Mattox

Star Mattox, Settler of the Star Mattox Trust

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
13 day of March, 2018, personally appeared Star Mattox, Settler of the Star  
Mattox Revocable Trust, to me known to be the identical person(s) who executed the within and  
foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and  
purposes therein set forth.

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



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

Tammy R. Seale  
Notary Public

Becky Ann Jacobs

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

Sammy R Seale  
Notary Public

Before me, the undersigned, a Notary Public within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

Notary Public



Unit No. 25, Building No. 8;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Jose Gutierrez  
Jose Gutierrez

State of Oklahoma )  
County of Tulsa ) §  
)

Before me, the undersigned, a Notary Public within and for said County and State, on this  
15th day of July, 2018, personally appeared Jose Gutierrez, to me known to  
be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

[Signature]  
Notary Public

State of )  
County of ) §  
)

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Unit No. 26, Building No. 9;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Louvetia J. Swearengin  
Louvetia J. Swearengin

State of Oklahoma )  
County of Tulsa ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
13th day of February, 2018, personally appeared Louvetia J. Swearengin, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires April 11, 2021

[Signature]  
Notary Public

State of )  
County of ) §

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

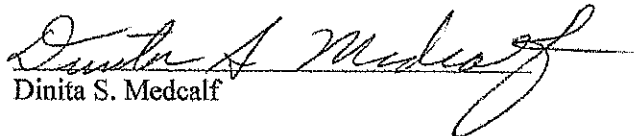
\_\_\_\_\_  
Notary Public



  
Marcia K. Reecher

Notary Public

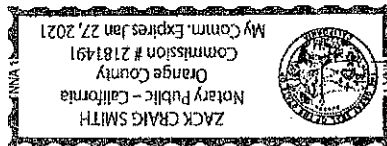
Unit No. 26, Building No. 9;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
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State of Oklahoma

  
Dinita S. Medcalf

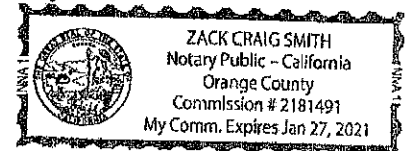
State of CA )  
 ) §  
County of Orange )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
15 day of February, 2018, personally appeared Dinita S. Medcalf, to me  
known to be the identical person(s) who executed the within and foregoing instrument as the free  
and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



  
Notary Public



State of )  
 ) §  
County of )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Unit No. 26. Building No. 9;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Janice M. Curry  
Janice M. Curry  
David N. Curry  
David N. Curry

State of Oklahoma )  
 ) §  
County of musu )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
26 day of February, 2018, personally appeared Janice M. Curry, to me known  
to be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

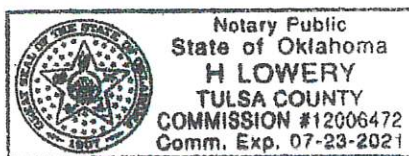


H Lowery  
Notary Public

State of Oklahoma )  
 ) §  
County of musu )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
26 day of February, 2018, personally appeared David N. Curry,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



H Lowery  
Notary Public



Unit No. 30, Building No. 10;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Joanne Beach  
Joanne Beach

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
23<sup>rd</sup> day of February, 2018, personally appeared Joanne Beach, to me known to  
be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



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

Tammy R. Seale  
Notary Public

State of )  
 ) §  
County of )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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

Unit No. 33, Building No. 10;  
and an Undivided interest in and to the  
common elements appurtenant thereto in  
PATIO Condominiums, as designated by  
Declaration of Conditions, Covenants and  
Restrictions of Patio Condominiums, a Unit  
Ownership Estates, recorded in Book 4411,  
Pages 185 to 212, inclusive, being situated in  
the City of Broken Arrow, Tulsa County,  
State of Oklahoma

Jose C Gutierrez  
Jose Gutierrez

State of Oklahoma )  
County of Tulsa ) §  
)

Before me, the undersigned, a Notary Public within and for said County and State, on this  
17th day of July, 2018, personally appeared Jose Gutierrez, to me known to  
be the identical person(s) who executed the within and foregoing instrument as the free and  
voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

[Signature]  
Notary Public

State of )  
) §  
County of )

Before me, the undersigned, a Notary Public within and for said County and State, on this  
17th day of September, 2018, personally appeared \_\_\_\_\_,  
to me known to be the identical person(s) who executed the within and foregoing instrument as  
the free and voluntary act and deed of such person(s) for the uses and purposes therein set forth.

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

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



# City of Broken Arrow

## Request for Action

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**File #: 18-1147, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-18**

**Title:**

**Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1137, a Resolution authorizing the Acting City Attorney to Agree to Judgment in the case of the City of Broken Arrow v. B-Z Properties LLC., Case No. CV-18-22 in Wagoner County District Court and directing the Acting City Attorney to prepare and file the necessary documents to effectuate settlement, including a Journal Entry of Judgment for the Court's approval**

**Background:**

On February 6, 2018, Counsel approved the filing of a Petition for Condemnation to acquire property generally located at the east side of 23<sup>rd</sup> Street North of Highway 51 in Section 7, Township 18 North, Range 15 East for the purpose of completing the 23<sup>rd</sup> Street improvements between Houston and Kenosha Streets. The City filed its Petition for condemnation on February 23, 2018, following unsuccessful settlement negotiations. The hearing to appoint commissioners was held on April 23, 2018, with the Commissioners report valuing the property at \$74,500.00 filed on May 24, 2018. The City's appraiser issued its report on August 31, 2018, valuing the property at \$95,000.00. In addition, B-Z Properties LLC., filed an inverse condemnation action in Wagoner County District Court, CV-2018-43, demanding property rent that B-Z Properties, LLC., lost from April 30, 2017 through May 24, 2018. B-Z Properties, LLC., has offered to settle Case No. CV-18-22 and dismiss its inverse condemnation Case No. CV-18-43 for \$135,633.40, inclusive of any fees or cost.

Settlement of both of these matters would be less than the costs including attorney fees, accrued in proceeding with the condemnation action.

**Cost:** \$135,633.40

**Funding Source:** Tax Rolls

**Requested By:** Trevor Dennis, Acting City Attorney

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

**Attachments:** Resolution No. 1137

**Recommendation:**

Approve Resolution No. 1137 and authorize it's execution





## **RESOLUTION NO. 1137**

**A RESOLUTION AUTHORIZING THE ACTING CITY ATTORNEY TO AGREE TO JUDGMENT IN THE CASE OF THE CITY OF BROKEN ARROW V. B-Z PROPERTIES LLC., CASE NO. CV-18-22 IN WAGONER COUNTY DISTRICT COURT AND DIRECTING THE ACTING CITY ATTORNEY TO PREPARE AND FILE THE NECESSARY DOCUMENTS TO EFFECTUATE SETTLEMENT, INCLUDING A JOURNAL ENTRY OF JUDGMENT FOR THE COURT'S APPROVAL**

**WHEREAS**, on February 6, 2018 Council approved the filing of a Petition for Condemnation to acquire permanent right-of-way generally located at the east side of 23<sup>rd</sup> Street North, Range 15 East for the purpose of completing the 23<sup>rd</sup> Street Improvements between Houston and Kenosha Streets described as follows:

PARCEL 17:

PERMANENT RIGHT-OF-WAY:

LOTS 1, BLOCK 7, AMENDED PLAT OF PART OF ANGUS ACRES 2<sup>ND</sup> ADDITION, A SUBDIVISION OF A PART OF THE NW/4 OF SECTION 7, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, CONTAINS 14,000 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.

BASIS OF BEARING IS NOT APPLICABLE

**WHEREAS**, the hearing to appoint Commissioners in this matter was held on April 23, 2018; and

**WHEREAS**, the Commissioners filed their report on May 24, 2018 and valued the taking listed in the Petition at \$74,500.00; and

**WHEREAS**, on August 31, 2018, State Certified Appraiser, John Story III issued his Real Estate Appraisal report valuing the subject property at \$95,000.00; and

**WHEREAS**, B-Z Properties has offered to settle this matter and dismiss with prejudice the matter of B-Z Properties, LLC v. City of Broken Arrow in Wagoner County District Court No. CV-18-43, the inverse condemnation case related to the lack of payment of protective rent in this matter in the amount of \$135,633.40; and

**WHEREAS**, settlement of this matter would be less than the cost accrued in proceeding with the condemnation action; and

**WHEREAS**, Council has determined that resolution of this condemnation action and dismissal with prejudice of CV-18-43 for the sum of \$135,633.40 is reasonable and proper; and

**WHEREAS**, it is the desire for the Council to approve such settlement agreement by authorizing the Acting City Attorney to prepare and file the necessary documents to settle this case, including a Journal Entry of Judgment that represents a compromise settlement of disputed evaluations.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA** that the Acting City Attorney be, and is hereby directed to prepare and file the necessary documents, including a Journal Entry of Judgment incorporating the terms of the settlement agreement and attending this Resolution as authorized for settlement in the sum of \$135,633.40 in the District Court of Wagoner County, Oklahoma in case No. CV-18-22 and to execute any and all necessary documents to effectuate this settlement for the Court's approval.

ADOPTED and APPROVED by the Mayor of the Council of the City of Broken Arrow on this 2<sup>nd</sup> day of October, 2018.

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Mayor

Attest:

---

City Clerk

Approved as to form:

---

Acting City Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 18-1146, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1138, a Resolution authorizing the Legal Department to file an answer agreeing to vacate a part of the amended plat of Lynn Lane Industrial Park, generally located east of Lynn Lane south of Houston Street, and waiving any objections to the Petition to Vacate in the matter of Alfa Laval, Inc., v. City of Broken Arrow et al., Tulsa County District Court Case No. CV-2018-01173

**Background:**

On September 13, 2018, Alfa Laval, Inc. filed a Petition to Vacate a Platted Tract pursuant to 11 O.S. § 42-102. Alfa Laval, Inc. is a New Jersey Corporation and registered to do business as a foreign corporation in the State of Oklahoma. Alfa Laval is the fee simple title owner of the following described real property located in the City of Broken Arrow, Tulsa County, State of Oklahoma, Lots One (1) and Two (2) of Bloc one (1) and Reserve "A", of the Amended Plat of Lynn Lane Industrial Park, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma according to the Plat thereof.

The Legal Department and City staff recommend that the City Council authorize the City Attorney to file an answer agreeing to vacate a part of the amended plat of Lynn Lane Industrial Park, generally located east of the Lynn Lane south of Houston Street, and waiving any objections to the Petition to Vacate in the matter of Alfa Laval, Inc., v. City of Broken Arrow et al., Tulsa County, District Court Case No. CV-2018-01173 and entering into a Journal Entry of Judgment authorizing the vacation of a portion of Plat #5005.

**Cost:** \$0

**Funding Source:** Source

**Requested By:** Trevor Dennis, Acting City Attorney

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

**Attachments:** Resolution No. 1138

**Recommendation:**

Approve Resolution No. 1138 and authorize its execution

## **RESOLUTION NO. 1138**

**A RESOLUTION AUTHORIZING THE LEGAL DEPARTMENT TO FILE AN ANSWER AGREEING TO VACATE A PART OF THE AMENDED PLAT OF LYNN LANE INDUSTRIAL PARK, GENERALLY LOCATED EAST OF LYNN LANE SOUTH OF HOUSTON STREET, AND WAIVING ANY OBJECTIONS TO THE PETITION TO VACATE IN THE MATTER OF ALFA LAVAL, INC., V. CITY OF BROKEN ARROW ET AL., TULSA COUNTY DISTRICT COURT CASE NO. CV-2018-01173**

**WHEREAS**, on September 13, 2018, Alfa Laval, Inc. ("Alfa Laval"), a New Jersey corporation, filed a Petition to Vacate a part of a platted tract pursuant to 11 O.S. § 42-102 in the District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2018-01173; and

**WHEREAS**, Alfa Laval is the fee simple title owner of the following described real property located in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:

LOTS ONE (1) AND TWO (2), BLOCK ONE (1) AND RESERVE "A", OF THE AMENDED PLAT OF LYNN LANE INDUSTRIAL PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF.

**WHEREAS**, Alfa Laval's property described above includes a portion of the land platted for municipal purposes as Amended plat of Lynn Lane Industrial Park, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, dedicated by that Certificate of Dedication and Restrictive Covenants dated June 21, 1994 and recorded in the office of the Tulsa County Clerk as Plat #5005; and

**WHEREAS**, Alfa Laval properties, described above will be vacated as Lots One (1) and Two (2) of Block one (1) and Reserve "A", of the Amended Plat of Lynn Lane Industrial Park, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, as it is not required for municipal purpose; and

**WHEREAS**, Alfa Laval has complied with the requirements of 11 O.S. § 42-101 through 115.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA** that the City Attorney be, and is hereby directed to agree to file an Answer agreeing to vacate Lots One (1) and Two (2) of Block one (1) and Reserve "A", of the Amended Plat of Lynn Lane Industrial Park, in the case of ALFA LAVAL, INC. v City of Broken Arrow et al., Tulsa County District Court, Case No. CV-2018-01173, and entering into a Journal Entry of Judgment authorizing the vacation of a portion of Plat #5005.

**ADOPTED and APPROVED** by the Mayor of the Council of the City of Broken Arrow on this 2<sup>nd</sup> day of October, 2018.

---

Mayor

Attest:

---

City Clerk

Approved as to form:

---

Assistant City Attorney





# City of Broken Arrow

## Request for Action

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**File #: 18-1157, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1139, a Resolution approving action taken by the Broken Arrow Municipal Authority authorizing the issuance of its Promissory Note in principal amount not to exceed \$21,305,000 to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement between the City and the Authority and containing other provisions relating thereto

**Background:**

The City must approve any debt incurred by the Broken Arrow Municipal Authority ("BAMA"). Resolution Number 1139 approves the action taken by BAMA under Resolution Number 1140 authorizing the issuance of its Series 2018 Financial Assistance Program Promissory Note in a principal amount not to exceed \$21,305,000 to the Oklahoma Water Resources Board.

**Cost:** Not to exceed \$21,305,000

**Funding Source:** To be reimbursed to BAMA from OWRB financial assistance proceeds.

**Requested By:** Cynthia Arnold, Finance Director

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

**Attachments:** Resolution No. 1139

**Recommendation:**

Approve Resolution No. 1139 and authorize its execution.

RESOLUTION NO. 1139

A RESOLUTION APPROVING ACTION TAKEN BY THE BROKEN ARROW MUNICIPAL AUTHORITY AUTHORIZING THE ISSUANCE OF ITS PROMISSORY NOTE IN PRINCIPAL AMOUNT NOT TO EXCEED \$21,305,000 TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT AND A SECURITY AGREEMENT BETWEEN THE CITY AND THE AUTHORITY AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Broken Arrow Municipal Authority (the "Authority") has heretofore, by resolution duly adopted, authorized the issuance of its Series 2018 FAP Promissory Note in principal amount of not to exceed \$21,305,000 to the Oklahoma Water Resources Board for the purpose of financing or refinancing all or a portion of various water and sewer system improvements; and

WHEREAS, the City Council hereby determines such action taken by the Authority to be in the best interests of the City and therefore should be approved.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Issuance of Promissory Note. The issuance by the Authority of its Series 2018 FAP Promissory Note in principal amount not to exceed \$21,305,000, as authorized by Authority Resolution No. 1140 adopted on even date hereof is hereby approved. All action taken by the Authority in connection with the issuance, sale and delivery of said Note, and all other aspects of the loan transaction pertaining thereto, is hereby approved.

Section 2. Ratification of Lease Agreement and Security Agreement. The Lease Agreement and Operation and Maintenance Contract dated as of August 1, 1979, between the City and the Authority (the "Lease"), whereby the Authority agrees to operate and maintain the water, sewer and solid waste systems of the City (the "System"), and the Security Agreement dated as of June 1, 1992, between the City and the Authority whereby the City, in consideration for the Authority's agreement to issue certain obligations for the benefit of the City and to operate and maintain the System for the benefit of the City, agrees to annually appropriate and pay all sales tax proceeds derived from City Ordinance 714 over to the Authority to be used exclusively for the purposes set out in said Ordinance, is hereby ratified and confirmed and the terms of said Lease and Security Agreement are hereby extended until the indebtedness approved in Section 1 hereof is paid in full.

Section 3. Necessary Action. The Mayor, Vice Mayor, City Clerk and Assistant City Clerk are hereby authorized and empowered to execute and deliver all documents or instruments requested or required in connection with the issuance by the Authority of the Note described in Section 1 hereof.

PASSED AND APPROVED THIS 2ND DAY OF OCTOBER, 2018.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE  
OF  
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Broken Arrow, Oklahoma.

I further certify that the City Council of the City of Broken Arrow, Oklahoma, held a Regular Meeting at 6:30 o'clock P.M., on October 2, 2018, following notice duly given in full compliance with Title 25, Oklahoma Statutes 2011, Section 301-314, inclusive, as amended (the Oklahoma Open Meeting Act).

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by the City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that listed below are those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

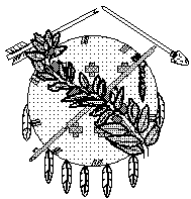
NAY:

WITNESS MY HAND THIS 2ND DAY OF OCTOBER, 2018.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

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



# City of Broken Arrow

## Request for Action

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**File #: 18-1167, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1141, a Resolution of the Broken Arrow City Council declaring an emergency as a result of a bridge failure resulting in undermining of the roadway on South Poplar between West Oakridge Street and West Pittsburg Court; activation of the City's Emergency Operation Protocols, including waiving state and local provisions pertaining to competitive bidding as allowed by law; authorizing an informal bidding process; authorizing the city manager to execute emergency contracts as necessary for repairs and any subsequent critical events; ratifying all prior actions of the city manager, including the purchase of necessary materials for repair of the bridge and the closure of South Poplar Avenue; providing for the termination and extension of the provisions of this resolution; and directing the City Manager to carry out all applicable provisions

**Background:**

In the afternoon hours of September 21, 2018 during a significant rain event, representatives of the Streets and Stormwater Department were advised that the street on South Poplar Avenue, between West Oakridge Street and West Pittsburg Court in the Wedgewood 2nd Addition had undermined. Engineering Department staff reported to the area and discovered that this section of roadway is a bridge that consists of three (3) 84" corrugated steel stormwater pipes. Engineering Department staff immediately began to investigate the cause of the significant failure and undermining. Upon further investigation Engineering Department staff discovered that one (1) of the three (3) 84" corrugated steel stormwater pipes located under South Poplar Avenue had deflected or otherwise experienced a significant failure. The affected bridge is a critical part of the Wedgewood 2nd Addition connectivity for Lynn Wood Elementary School and for public safety and welfare.

On September 21, 2018, Streets and Stormwater staff closed South Poplar Avenue at the bridge eliminating connectivity for vehicular and pedestrian traffic. It is further necessary to expeditiously purchase materials and supplies necessary for repairs to the deficient bridge. Said repairs need to be done as soon as possible, to restore connectivity within the affected area for both vehicular and pedestrian traffic.

On September 22, 2018, city staff immediately began the process of preparing for repair of the deficient structure. In accordance with the provisions of the Broken Arrow Code of Ordinances, the City Manager authorized closure of South Poplar Avenue to facilitate repair of the bridge and, in accordance with the provisions of the Broken Arrow Code of Ordinances. With the approval of this resolution, the City Manager will authorize Staff to purchase approximately 112 LF of ten (10) foot by eight (8) foot reinforced concrete boxes necessary to make the identified repairs.

It is reasonable and proper for the City Council to declare an emergency to close South Poplar Avenue and purchase the reinforced concrete box and all other materials and supplies necessary to effectuate repair of the bridge. The deficient bridge constitutes a natural emergency as defined in Section 9-1 of the Broken Arrow Code justifying adoption of a Resolution to such effect. Immediate attention has been required and continues to

be required to protect the public safety, public welfare and insure public safety. This bridge failure constitutes a significant event as defined in the Oklahoma Emergency Management Act of 2003, and justifies declaration of an emergency and notification to the Oklahoma Department of Emergency Management. During this period of declared emergency, it is necessary and prudent that the City Manager be able to take action and implement policies quickly and expeditiously in the best interest of the residents of the City of Broken Arrow. The procedures set forth in the Public Competitive Bidding Act codified in 61 O.S. § 101, et seq., and § 2-28 of the Broken Arrow Code will take in excess of sixty (60) days. It is estimated that the savings that would occur as a result of the competitive bidding process would not be sufficient to justify the potential danger to the safety of the public. It is necessary that the City Manager be able to enter into contracts quickly and expeditiously during this time of declared emergency, in order to serve the residents of Broken Arrow. It is further necessary that during this period of declared emergency, it is necessary and prudent that the City Manager be able to take action and implement policies quickly and expeditiously in the best interest of the residents of the City of Broken Arrow.

**Cost:** \$53,760.00

**Funding Source:** Capital Outlay SW1801 (20-5305-438.70-15)

**Requested By:** Rocky Henkel, Director of Streets and Stormwater

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

**Attachments:** Resolution No. 1141

**Recommendation:**

Approve Resolution No. 1141 and authorize its execution.



## **RESOLUTION NO. 1141**

**A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL DECLARING AN EMERGENCY AS A RESULT OF A BRIDGE FAILURE RESULTING IN UNDERMINING OF THE ROADWAY ON SOUTH POPLAR BETWEEN WEST OAKRIDGE STREET AND WEST PITTSBURG COURT; ACTIVATION OF THE CITY'S EMERGENCY OPERATION PROTOCOLS, INCLUDING WAIVING STATE AND LOCAL PROVISIONS PERTAINING TO COMPETITIVE BIDDING AS ALLOWED BY LAW; AUTHORIZING AN INFORMAL BIDDING PROCESS; AUTHORIZING THE CITY MANAGER TO EXECUTE EMERGENCY CONTRACTS AS NECESSARY FOR REPAIRS AND ANY SUBSEQUENT CRITICAL EVENTS; RATIFYING ALL PRIOR ACTIONS OF THE CITY MANAGER, INCLUDING THE PURCHASE OF NECESSARY MATERIALS FOR REPAIR OF THE BRIDGE AND THE CLOSURE OF SOUTH POPLAR AVENUE; PROVIDING FOR THE TERMINATION AND EXTENSION OF THE PROVISIONS OF THIS RESOLUTION; AND DIRECTING THE CITY MANAGER TO CARRY OUT ALL APPLICABLE PROVISIONS**

**WHEREAS**, in the afternoon hours of September 21, 2018 during a significant rain event, representatives of the Streets and Stormwater Department were advised that the street on South Poplar Avenue, between West Oakridge Street and West Pittsburg Court in the Wedgewood 2nd Addition had undermined; and

**WHEREAS**, Engineering Department staff reported to the area and discovered that this section of roadway is a bridge that consists of three (3) 84" corrugated steel stormwater pipes; and

**WHEREAS**, Engineering Department staff immediately began to investigate the cause of the significant failure and undermining; and

**WHEREAS**, upon further investigation Engineering Department staff discovered that one (1) of the three (3) 84" corrugated steel stormwater pipes located under South Poplar Avenue had deflected or otherwise experienced a significant failure; and

**WHEREAS**, the affected bridge is a critical part of the Wedgewood 2nd Addition connectivity for Lynn Wood Elementary School and for public safety and welfare; and

**WHEREAS**, on September 21, 2018, Streets and Stormwater staff closed South Poplar Avenue at the bridge eliminating connectivity for vehicular and pedestrian traffic; and

**WHEREAS**, it is further necessary to expeditiously purchase materials and supplies necessary for repairs to the deficient bridge; and

**WHEREAS**, said repairs need to be done as soon as possible, to restore connectivity within the affected area for both vehicular and pedestrian traffic; and

**WHEREAS**, on September 22, 2018, city staff immediately began the process of preparing for repair of the deficient structure; and

**WHEREAS**, in accordance with the provisions of the Broken Arrow Code of Ordinances, the City Manager authorized closure of South Poplar Avenue to facilitate repair of the bridge.

**WHEREAS**, and in accordance with the provisions of the Broken Arrow Code of Ordinances, the City Council hereby authorizes the City Manager to declare an emergency and further authorizes the purchase of 112 LF of ten (10) foot by eight (8) foot reinforced concrete boxes necessary to make the identified repairs; and

**WHEREAS**, it is reasonable and proper for the City Council to authorize the City Manager's decision to close South Poplar Avenue and purchase the reinforced concrete box and all other materials and supplies necessary to effectuate repair of the bridge; and

**WHEREAS**, the deficient bridge constitutes a natural emergency as defined in Section 9-1 of the Broken Arrow Code justifying adoption of a Resolution to such effect; and

**WHEREAS**, immediate attention has been required and continues to be required to protect the public safety, public welfare and insure public safety; and

**WHEREAS**, this bridge failure constitutes a significant event as defined in the Oklahoma Emergency Management Act of 2003, and justifies declaration of an emergency and notification to the Oklahoma Department of Emergency Management; and

**WHEREAS**, during this period of declared emergency, it is necessary and prudent that the City Manager be able to take action and implement policies quickly and expeditiously in the best interest of the residents of the City of Broken Arrow; and

**WHEREAS**, the procedures set forth in the Public Competitive Bidding Act codified in 61 O.S. § 101, et seq., and § 2-28 of the Broken Arrow Code will take in excess of sixty (60) days; and

**WHEREAS**, it is estimated that the savings that would occur as a result of the competitive bidding process would not be sufficient to justify the potential danger to the safety of the public; and

**WHEREAS**, it is necessary that the City Manager be able to enter into contracts quickly and expeditiously during this time of declared emergency, in order to serve the residents of Broken Arrow; and

**WHEREAS**, it is further necessary that during this period of declared emergency, it is necessary and prudent that the City Manager be able to take action and implement policies quickly and expeditiously in the best interest of the residents of the City of Broken Arrow; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW THAT** an emergency exists due to one (1) of the 84" corrugated steel stormwater pipes failure and the resultant undermining of City infrastructure, both of which compromises the safety and welfare of the public; and

**BE IT FURTHER RESOLVED THAT** the City of Broken Arrow, its agents, employees, contractors and assigns are hereby authorized to enter onto private and public property for the purpose of repairing the City's bridge and public infrastructure; and

**BE IT FURTHER RESOLVED THAT** the City of Broken Arrow, its agents, employees, contractors, and assigns will suffer neither liability nor be responsible for any damages caused to private or public property during this emergency; and

**BE IT FURTHER RESOLVED THAT** City staff is prepared for full activation of the City's Emergency Operations Protocols; and

**BE IT FURTHER RESOLVED THAT** during this period of declared emergency, the City Manager is hereby authorized and directed to exercise the powers possessed by the City Manager as set forth in the Code of Ordinances, in state law, and as directed by this Resolution, and to further expressly take all actions necessary in the best interest of the citizens of Broken Arrow, in keeping with the policies of the City; and

**BE IT FURTHER RESOLVED THAT** all acts and policies taken, made, and implemented to this date by the City Manger are hereby ratified and approved, including, but not limited to the closure of South Poplar Avenue and the purchase of the reinforced concrete boxes and other supplies necessary for repairs; and

**BE IT FURTHER RESOLVED THAT** the City Manager is expressly authorized to contact other political subdivisions and the State of Oklahoma pursuant to mutual aid agreements, the state mutual aid agreement, and in accordance with state law, as are necessary in his judgment; and

**BE IT FURTHER RESOLVED THAT** the City Manager is hereby authorized to accept all services, equipment, supplies and aid from other political subdivisions, agencies, and the State of Oklahoma in assistance with this emergency; and

**BE IT FURTHER RESOLVED THAT** the City Council hereby authorizes and directs that the amounts set forth in the Broken Arrow Code which defines the limits of the contracting authority for the City Manager are hereby suspended during the effective period of this Resolution and the City Manager is hereby authorized to contract for, purchase, or issue purchase authorizations as provided in the Code, but without necessity of the approval of the City Council; and

**BE IT FURTHER RESOLVED THAT** the City Council hereby waives the competitive bidding procedure, authorizes an informal bidding process, and authorizes the City Manager to execute emergency contracts and bonds as are necessary in the repair of the trunk line and any subsequent catastrophic event; and

**BE IT FURTHER RESOLVED THAT** the provisions of this Resolution shall expire ten (10) days from this date; and

**BE IT FURTHER RESOLVED THAT** the City Council may terminate or extend the provisions

of this Resolution prior to said date of expiration; and

**BE IT FURTHER RESOLVED THAT** these actions are all taken for the safety and general welfare of the City of Broken Arrow and its residents.

**ADOPTED BY THE BROKEN ARROW CITY COUNCIL THIS 2<sup>ND</sup> DAY OF OCTOBER, 2018.**

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MAYOR

ATTEST:

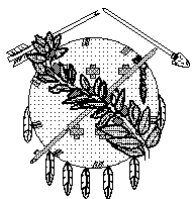
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(Seal) City Clerk

APPROVED AS TO FORM:

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Assistant City Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 18-1149, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval to reject all bids for construction of the Nienhuis Park Sand Volleyball Courts (Project No. 186023) and find that the best interests of the City of Broken Arrow will be served by the rejection

**Background:**

The City of Broken Arrow had four sand volleyball courts designed at Nienhuis Park. Bid documents were prepared and advertised on August 28 and September 4, 2018. Six bids were received and opened on September 18, 2018. Four of the bids were non-responsive and two remaining bids were at least 48.6% higher than the project budget. The apparent low bidder for the base bid alone was \$222,896.00 while the project budget was \$150,000.00.

**Cost:** N/A

**Funding Source:** 2014 General Obligation Bond

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

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

**Attachments:** Certified Bid Tabulation

**Recommendation:**

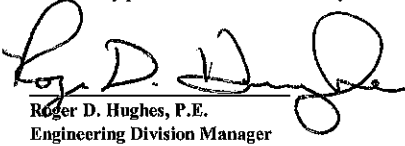
Reject all bids for the construction of the Nienhuis Park Sand Volleyball Courts and such action is in the best interests of the City of Broken Arrow

**BID TABULATION**  
**NIENHUIS PARK SAND VOLLEYBALL COURTS**  
**PROJECT NO. 186023    BID NO. 19.104**  
**BID OPENING 9/18/2018 AT 2:00 P.M. AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING**

Item # No.	Pay Item Description	Units	Quantity	Architect's Estimate		Magnum Construction, Inc.		Ground Level, LLC		Builders Unlimited, Inc. <sup>1</sup>		Stronghand LLC <sup>1</sup>		Southstone Construction <sup>2</sup>		Precision Construction & Contracting LLC <sup>3</sup>	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Four Sand Volleyball Courts - Complete in Place	LS	1	\$ 139,364.58	\$ 139,364.58	\$ 203,800.00	\$ 203,800.00	\$ 218,963.41	\$ 218,963.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Sand (Moderate Quality)	CY	616	\$ 35.00	\$ 21,560.00	\$ 31.00	\$ 19,096.00	\$ 23.54	\$ 14,500.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Base Bid				\$ 160,924.58		\$ 222,896.00		\$ 233,464.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	ADDITIVE ALTERNATES NO. 1 (BLEACHERS & PADS)																
3	Bleacher Units (Complete in Place)	EA	4	\$ 2,688.00	\$ 10,752.00	\$ 3,500.00	\$ 14,000.00	\$ 2,274.80	\$ 9,099.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Concrete Pads	SY	960	\$ 6.50	\$ 6,240.00	\$ 6.70	\$ 6,432.00	\$ 6.00	\$ 5,760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Additive Alternate No. 1				\$ 16,992.00		\$ 20,432.00		\$ 14,859.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	ADDITIVE ALTERNATES NO. 2 (SHOWER/FOOTWASH/FOUNTAIN COMBO)																
5	Additional Cost Model 550 Shower/Footwash/Fountain w/ surface carrier & shut off	EA	1	\$ (2,175.00)	\$ (2,175.00)	\$ 575.00	\$ 575.00	\$ 3,773.00	\$ 3,773.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Additive Alternate No. 2				\$ (2,175.00)		\$ 575.00		\$ 3,773.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	ADDITIVE ALTERNATES NO. 3 (PREMIUM SAND)																
6	Additional Cost for Premium Sand	CY	616	\$ 160.00	\$ 98,560.00	\$ 225.00	\$ 138,600.00	\$ 224.95	\$ 138,569.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Additive Alternate No. 3				\$ 98,560.00		\$ 138,600.00		\$ 138,569.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

- 1. Nonresponsive - sand sample submission missing
- 2. Nonresponsive - complete bid book not submitted
- 3. Nonresponsive - bid book not sealed in envelope

I certify that this is a true and correct Tabulation of Bids received at 2:00pm on September 18, 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.

  
Roger D. Hughes, P.E.  
Engineering Division Manager





# City of Broken Arrow

## Request for Action

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**File #: 18-1121, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-02-2018**

**Title:**

Consideration, discussion, and possible approval to withdraw the purchase of one (1) 3/4-ton crew cab truck from Bill Knight Ford due to a pricing and option change on the statewide vehicle contract; and possible approval and authorization to purchase one (1) 3/4-ton crew cab truck from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract, for the Information Technologies Department

**Background:**

The Information Technologies (IT) Department has budgeted for the purchase of one (1) 3/4-ton crew cab pickup. This truck was authorized and approved for purchase at the August 21, 2018 Council meeting.

On August 30, the selling dealer contacted the Purchasing Manager with the news that the add carpet option required an upgrade appearance package that included chrome wheels, bumpers and grille and other appearance features. The IT Department felt that having this appearance package on a work truck can send a wrong message to the public about how we make use of public funds.

The IT Director asked the Purchasing Manager to remove the options from the bid tab that require an upgraded appearance package to be purchased or be included. For Chevrolet and Dodge, this is the bucket seat option, for Ford it is the carpet option. Bill Knight Ford also informed the Purchasing Department that pricing had increased on some options since original approval on August 21<sup>st</sup>. With the bid tab adjusted to remove the options that cause an appearance package to be required and adjust for any price increases, the Bill Knight Ford truck is now not the lowest price of those available in the state contract for this type of truck. The lowest price truck is now a Dodge Ram from Bob Howard Dodge. The changes resulted in a decrease of \$1,638 from the original approved purchase amount.

Staff recommends that the Council withdraw the approval and authorization to purchase the truck from Bill Knight Ford and approve and authorize the purchase of the truck from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract, for the IT department

**Cost:** \$29,852.00

**Funding Source:** Sales Tax Capital Improvement Fund

**Requested By:** Lee Zirk, General Services Director

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

**Attachments:** State contract 1000009355 bid tabulation with changes

**Recommendation:**

Approve the withdraw of the purchase of one (1) 3/4-ton crew cab truck from Bill Knight Ford and approve and authorize the purchase of one (1) 3/4-ton crew cab truck from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract

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

	Vendor		Bob Howard Dodge	Carter Chevrolet	Bill Knight Ford
	Specification		2019 Dodge Ram crew cab pickup	2018 Siverado 2500 crew cab pickup	2019 F250 crew cab pickup
	Item	Qty.	each price	each price	each price
	3/4 Ton crew cab truck	1	\$24,998.00	\$25,679.00	\$26,281.00
Item number	<b>Options</b>				
1	Add four wheel drive	1	\$2,699.00	\$2,475.00	\$2,592.00
2	Add power supply	1	included	\$140.00	\$38.00
3	Add side steps	1	\$415.00	\$560.00	\$409.00
4	Add trailering mirrors	1	\$185.00	\$325.00	included
5	Add keys	1	\$295.00	\$125.00	\$65.00
6	Add tinted windows	1	\$195.00	\$196.00	\$185.00
7	Add carpet w/floor mats	1	\$110.00	\$98.00	*not selected
8	Add heavy duty floor mats	1	\$95.00	\$150.00	\$130.00
9	Add radio	1	\$225.00	not available	\$522.00
10	Add bucket seats with console		*not selected	*not selected	\$281.00
11	Add all terrain tires	1	\$225.00	\$196.00	\$152.00
12	Add hitch,wiring,reciever	1	included	\$276.00	included
13	Add electric brake controller	1	\$270.00	\$250.00	\$260.00
14	Add upfitter switches	1	\$140.00	\$120.00	\$152.00
	<b>Total</b>		<b>\$29,852.00</b>	\$30,590.00	\$31,067.00
	<b>Notes</b>		*Not selected/requires upgraded appearance package Bob Howard Dodge takes the place of John Vance Motors Dodge, as they are not able to verify the price and do not have a time frame as to when they will.	*Not selected/requires upgraded appearance package	*Not selected/requires upgraded appearance package
	Delivery		120 days	120 days	120 days
	Warranty bumper to bumper		3yr/36K	3yr/36K	3yr/36K
	Warranty drive train		5yr/100K	5yr/100K	5yr/60K

Information Technology project 191210

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

Friday, September 07, 2018



Patrick Harrison  
Purchasing Manager