



**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, December 4, 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.     [18-1372](#)       Approval of the Special City Council Meeting Minutes of November 13, 2018

**Attachments:**   [11-13-18 City Council Special Meeting](#)

- B.     [18-1133](#)       Approval of the City Council Meeting Minutes of November 20, 2018

**Attachments:**   [11-20-2018 City Council Meeting minutes](#)

- C.     [18-1384](#)       Approval of and authorization to execute Fiscal Year 2019 Budget Amendment No. 3 for additional money for legal services

**Attachments:**   [Legal Services #5](#)

- D.     [18-1383](#)       Approval of and authorization to execute Fiscal Year 2019 Budget Amendment No. 4 for the purchase of a Digital Fire Training System

**Attachments:**   [Digital Fire Training System #3](#)  
[Digital Fire Training System](#)

- E. [18-1382](#) Approval of and authorization to execute Fiscal Year 2018-19 Budget Amendment No. 5 for a Swift Water Rescue Boat that will be paid for by a grant from the Oklahoma Department of Emergency Management

**Attachments:** [Performance Grant- Rescue boat](#)  
[Swift Water Rescue Boat #4](#)

- F. [18-1369](#) Approval of and authorization to execute the Amendment No. 1 to Professional Services Agreement with Kleinfelder for the 37th Street Regional Detention Areas- Wetland & Stream Mitigation & Permitting (Project No. SW1312B)

**Attachments:** [Amendment No. 1](#)

- G. [18-1350](#) Approval of and authorization to execute a Promotional License on City Property allowing Ruts N Guts LLC to host the 2018 Ruts N Guts event

**Attachments:** [RUTS N GUTS LICENSE AGREEMENT](#)  
[RUTS Event Map](#)

- H. [18-1401](#) Approval of and authorization to execute a Fourth Amended Attorney Engagement Agreement between the City of Broken Arrow and Tammy Ewing for providing counsel and legal advice on an as-needed and as-assigned basis, which may include prosecution of Municipal Court cases, representation in State Court litigation and review of contracts and drafting ordinances and other documents

**Attachments:** [Fourth Amendment Agreement](#)

- I. [18-1368](#) Award the lowest responsible bid to Third Generation Electrical, Inc., and approve and authorize execution of a construction contract for the Indian Springs Sports Complex Soccer (ISSC) Field #28 Lighting (Project No. 196023)

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

- J. [18-1390](#) Approval of authorization to reject all bids for the Firing Range Tower foundation repair and find that rejection of the bids is in the best interest of the Citizens of Broken Arrow (Project No. 193036)

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

- K. [18-1380](#) Approval of and authorization to issue a temporary sanitary sewer service and connection for the Milestone mixed use project job trailer, located on Callaway lot, east of the proposed site 305 North Main Street, Broken Arrow, Oklahoma

**Attachments:** [Job Trailer Permit Application - Rose District](#)

- L. [18-1354](#) Acceptance of a Detention Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit A (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)
- Attachments:** [2-Detention Easement Dedication](#)  
[3-Exhibit A](#)
- M. [18-1355](#) Acceptance of a Detention Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit B (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)
- Attachments:** [2-Detention Easement Dedication](#)  
[3-Exhibit B](#)
- N. [18-1356](#) Acceptance of a Utility Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit A (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)
- Attachments:** [2-Utility Easement Dedication](#)  
[3-Exhibit A](#)
- O. [18-1357](#) Acceptance of a Utility Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit B (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)
- Attachments:** [2-Utility Easement Dedication](#)  
[3-Exhibit B](#)
- P. [18-1359](#) Acceptance of a Deed of Dedication from Terry Toomey and Carol Toomey on a portion of unplatted property north and east of the northeast corner of Albany Street and 51st Street (Evans Road), shown as Exhibit B (Section 33, T19N, R14E)
- Attachments:** [2-Deed of Dedication](#)  
[3-Exhibit B](#)
- Q. [18-1358](#) Acceptance of a Utility Easement from Terry Toomey and Carol Toomey on a portion of unplatted property north and east of the northeast corner of Albany Street and 51st Street (Evans Road), shown as Exhibit C (Section 33, T19N, R14E)
- Attachments:** [2-Utility Easement Dedication](#)  
[3-Exhibit C](#)

- R. [18-1377](#) Approval of (Planned Unit Development) PUD-283 and BAZ-2015 (Rezoning), Dollar General Broken Arrow, 2.00 acres, A-CH to CG, located west of the southwest corner of Aspen Avenue and Omaha Street

**Attachments:** [1-Published PC Factsheet](#)  
[2-CASE MAP](#)  
[3-AERIAL](#)  
[4-COMPREHENSIVE PLAN](#)  
[5-ORDINANCE NO. 1670](#)  
[6-PUD-283 DESIGN STATEMENT SUBMITTED 11 13 18](#)

- S. [18-1378](#) Approval of PT17-101, Conditional Final Plat, 121 Elm, 1 lot, 1.43 acres, A-1 to CN/PUD-199A, south and west of the southwest corner of Elm Place and Tucson Street

**Attachments:** [1-Published PC Factsheet](#)  
[2- CHECKLIST.PT17 101](#)  
[3-Conditional Final Plat Submitted 10 29 2018](#)

- T. [18-70](#) Approval of the Broken Arrow City Council Claims List for December 04, 2018

**Attachments:** [12-04-18 CL.pdf](#)

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

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

- A. [18-1347](#) Presentation of Service Award Pin to Councilmember Mike Lester

#### **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. [18-1324](#) Consideration, discussion, and possible appointment of three (3) representatives and one alternate representative to the Indian Nations Council of Governments (INCOG) Board of Directors and one representative and one alternate to the INCOG General Assembly, each for a two-year term beginning in January, 2019

**Attachments:** [INCOG Appointment Letter](#)

#### **10. Preview Ordinances - NONE**

#### **11. Ordinances**

- A. [18-1385](#) Consideration, discussion, and possible adoption of Ordinance No. 3547 an ordinance amending Chapter 7-Business Regulations and Licenses, Article 1-In General, Section 7-12, Mobile food vendors; repealing all ordinances to the contrary; and declaring an emergency

**Attachments:** [Ordinance No 3547](#)

**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. Possible litigation, including potential resolution, of a matter involving the tort claim of Patricia Smith vs. City of Broken Arrow, and taking appropriate action in open session, including possible authorization to settle this tort claim, under 25 O.S. §307(B)(4).**
- 2. A claim, potential litigation or action related to a lawsuit against the manufacturers and distributors of opioid prescription drugs and other potential related defendants, under 25 O.S. §307(B)(4).**
- 3. Litigation, including potential resolution, of a matter involving the litigation case of Brown & Perkins, LLC vs. City of Broken Arrow et al., Tulsa County District Court Case Number CV-2018-01338, under 25 O.S. §307(B)(4).**
- 4. Litigation, including potential resolution, of a matter involving the litigation case of City of Broken Arrow vs. Nikel Investment, LLC et al., Tulsa County District Court Case Number CJ-2017-1470, under 25 O.S. §307(B)(4).**

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

**15. Adjournment**

**NOTICE:**

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

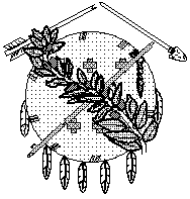
All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

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

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

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 18-1372, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 12-04-2018**

**Title:**

Approval of the Special City Council Meeting Minutes of November 13, 2018

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:** \$57.76

**Funding Source:** City Clerk Operational Fund

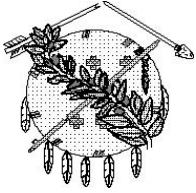
**Requested By:** Russell Gale, Assistant City Manager of Administration

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

**Attachments:** 11-13-18 City Council Special meeting minutes

**Recommendation:**

Approve the minutes of November 12, 2018 for the Special City Council meeting.



**City of Broken Arrow**  
**Special Meeting Minutes**  
**City Council**

City Hall  
220 S 1st Street  
Broken Arrow OK  
74012

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

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**Tuesday, November 13, 2018**

**Time 4:30 p.m.**

**Council Chambers**

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**1. Call to Order**

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

**2. Roll Call**

**Present:** 4 - Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**Absent:** 1 - Debra Wimpee

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

Mayor Thurmond led the Pledge of Allegiance to the Flag.

**4. General Council Business**

**A. 18-1309 Consideration, discussion, and possible approval of and authorization to execute agreement with North American Surety Insurance Company on Construction Contract Number 166028; Indian Springs Sports Complex Baseball and Soccer Improvements Project**

Director of Construction and Engineering, Alex Mills, reported on August 15, 2017 bids were opened for a 2011 GO Bond project for Baseball and Soccer Improvements at Indian Springs. He reported the low bidder was Hoey Construction. He stated the bid was awarded and construction had begun; however, on May 15, 2018 City Council recommended termination of the Construction Contract due to poor performance in terms of quality and timeliness. He stated staff contacted North American Surety Insurance per the Construction Contract and notified North American Surety of its options to fulfill the contract. He stated the contract before City Council was to complete the original Construction Contract; if City Council approved Surety had Notice to Proceed on December 1, 2018 with a 75 day construction time frame ignoring reasonable weather delays. He stated the contract would be for the remaining contract balance of \$264,626.73 dollars.

Council Member Mike Lester asked what options City Council had if performance was unsatisfactory. Mr. Mills responded Broken Arrow had all the sureties it had before within the contract with performance requirements which must be met, and the city could terminate the contract with Surety if the requirements were not met. He indicated Surety had a vested interest in ensuring the Contract was fulfilled properly and he anticipated good results.

Council Member Parks asked if it was unusual for the original company to be rehired to finish the project. Mr. Mill responded in the negative; research showed approximately 90% typically hired the contractor which did not perform well originally. Mayor Thurmond stated if Hoey Construction did not complete the work satisfactorily the bonding company would refuse to bond Hoey in the future. Mayor Thurmond stated it was important to supervise the work and ensure it was completed properly. Mr. Mills stated if the contract was approved he would contact the Surety representative for a meeting to encourage a team approach to completing this project. He stated he hoped it would be a positive experience.

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

**Move to approve and authorize execution of agreement with North American Surety Insurance Company on Construction Contract Number 166028; Indian Springs Sports Complex Baseball and Soccer Improvements Project**

The motion carried by the following vote:

**Aye:** 4 - Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**B. 18-1310 Receipt and consideration of bids for and possible action awarding the sale of \$10,860,000 in principal amount of Series 2018B General Obligation Bonds and authorization to execute the pertinent documents related thereto**

Director of Finance, Cindy Arnold, reported on October 16, 2018 Council approved bidding of the last issuance of the 2014 Bonds. She stated Mr. Jon Wolff had the information regarding lowest bid.

Municipal Finances Services Representative, Jon Wolff, stated there were three sales today; the first sale was for Series 2018B. He explained the bonds would be issued out of the 2014 election and of the three bids the lowest bidder was BOK Financial Securities at 3.52197% interest; the cover bid was from Robert W. Baird and Co. at 3.570718%. He stated he was comfortable the

three bids represented today's financial market. He recommended City Council award the bid to BOK Financial Securities.

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

**Move to approve and authorize action awarding the sale of \$10,860,000 in principal amount of Series 2018B General Obligation Bonds to BOK Financial Securities and authorize execution of the pertinent documents related thereto**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**C. 18-1311 Receipt and consideration of bids for and possible action awarding the sale of \$11,500,000 in principal amount of Series 2018C General Obligation Bonds and authorization to execute the pertinent documents related thereto**

Ms. Cindy Arnold stated this was the first sale of the 2018C GO Bonds voter approved in August. Mr. Jon Wolff stated the same three bidders came forward for this Bond issue with close to the same interest rates. He stated this was a 20 year term and once again BOK Financial Securities was the low bidder at a 3.518782% interest rate. He recommended awarding the bid to BOK Financial Securities.

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

**Move to approve and authorize action awarding the sale of \$11,500,000 in principal amount of Series 2018C General Obligation Bonds to BOK Financial Securities and authorize execution of the pertinent documents related thereto**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**D. 18-1312 Receipt and consideration of bids for and possible action awarding the sale of \$1,000,000 in principal amount of Series 2018D General Obligation Bonds and authorization to execute the pertinent documents related thereto**

Ms. Arnold reported this sale was for drainage improvements. Mr. Wolff stated three bids were received from BOK Financial Securities, Robert Baird and Co., and Hutchinson, Shockey, Erley and Co., with Hutchinson, Shockey, Erley and Co. as the low bidder at a true interest cost of 2.624431%. He stated this was sold separately and approved under a separate section of the Constitution as it had a separate legal authorization. He stated he recommended awarding the bid to Hutchinson, Shockey, Erley and Co.

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

**Move to approve and authorize action awarding the sale of \$1,000,000 in principal amount of Series 2018D General Obligation Bonds to Hutchinson, Shockey, Erley and Co. and authorize execution of the pertinent documents related thereto**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**5. Ordinances**

**A. 18-1314 Consideration, discussion, and possible adoption of Ordinance Number 3544, an ordinance providing for the issuance of \$10,860,000 General Obligation Bonds, Series 2018B by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue and declaring an emergency**

City Attorney, Trevor Dennis, stated Ordinance No. 3544 was the subsequent consideration of Item 4B which was approved. He stated staff recommended adoption of Ordinance No. 3544 providing for the issuance of the \$10,860,000 dollars General Obligation Bonds, Series 2018B and asked for a separate vote to declare an emergency for the Ordinance.

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

**Move to approve Ordinance No. 3544**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

**Move for emergency clause**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**B. 18-1315 Consideration, discussion, and possible adoption of Ordinance Number 3545, an ordinance providing for the issuance of \$11,500,000 General Obligation Bonds, Series 2018C by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue and declaring an emergency**

City Attorney, Trevor Dennis, stated ordinance No. 3545 was the subsequent consideration of Item 4C which was approved. He stated staff recommended adoption of Ordinance No. 3545 providing for the issuance of the \$11,500,000 dollars General Obligation Bonds, Series 2018C and asked for a separate vote to declare an emergency for the Ordinance.

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

**Move to approve Ordinance No. 3545**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

**Move for emergency clause**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**C. 18-1316 Consideration, discussion, and possible adoption of Ordinance Number 3546, an ordinance providing for the issuance of \$1,000,000 General Obligation Bonds, Series 2018D by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue and declaring an emergency**

City Attorney Dennis stated ordinance No. 3546 was the subsequent consideration of Item 4D which was approved. He stated staff recommended adoption of Ordinance No. 3546 providing for the issuance of the \$1,000,000 dollars General Obligation Bonds, Series 2018D and asked for a separate vote to declare an emergency for the Ordinance.

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

**Move to approve Ordinance No. 3546**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

**Move for emergency clause**

The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

There were no Remarks and Inquiries by Governing Body Members.

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

There were no Remarks and Updates by City Manager.

**8. Adjournment**

The meeting adjourned at approximately 4:48 p.m.

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

**Move to adjourn**

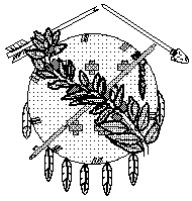
The motion carried by the following vote:

**Aye: 4 -** Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

Attest:

\_\_\_\_\_  
Mayor

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



# City of Broken Arrow

## Request for Action

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**File #:** 18-1133, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 12-04-2018**

**Title:**

Approval of the City Council Meeting Minutes of November 20, 2018

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:** \$48.64

**Funding Source:** City Clerk Operational Fund

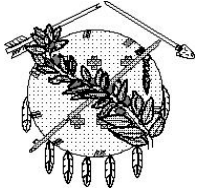
**Requested By:** Russell Gale, Assistant City Manager of Administration

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

**Attachments:** 11-20-18 City Council meeting minutes

**Recommendation:**

Approve the minutes of November 20, 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, November 20, 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 Scott Keele.

**3. Roll Call**

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

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

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

**5. Consideration of Consent Agenda**

Mayor Thurmond stated Item M was to be tabled until the next City Council meeting. 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 Scott Eudey.

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

The motion carried by the following vote:

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

- A. 18-1132 Approval of City Council Meeting Minutes of November 5, 2018**
- B. 18-1331 Ratification of Workers' Compensation Settlement for Charles A. Misener, former Fire Department employee**
- C. 18-1296 Approval of the nomination and appointment of Dana Ludwig to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2020**
- D. 18-1266 Approval of and authorization for acceptance of a \$25,263.98 grant from the Federal Emergency Management Agency Region 6**
- E. 18-1303 Acceptance of a donation in the amount of \$4,000 from Saint Francis Hospital South for the purpose of renewing the PulsePoint mobile application service**
- F. 18-1336 Approval of and authorization to execute Resolution No. 1165, a Resolution authorizing the acceptance of a General Warranty Deed for Parcel 4, which consists of 0.15 acres of Permanent Right-of-Way and 0.01 acres of Temporary Construction Easement for Florence Street improvements, Olive to Aspen, located in the Southwest Quarter of Section 28, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from Hugh, Phillip, Steven, and Gary McElroy, and Patricia Pound and authorization of payment in the amount of \$9,700.00 for the Florence Street Improvements: Olive to Aspen, (Project No. ST1410)**
- G. 18-1343 Approval of and authorization to execute a Professional Consultant Agreement with KKT Architects, Inc. for Broken Arrow City Council Chambers Renovations**
- H. 18-1345 Approval of and authorization to execute Amendment No. 3 to Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. (HUB) for revisions to design of Albany Street Improvements from 9th Street to 23rd Street (Project No. ST1411)**
- I. 18-1344 Approval of and authorization to execute the Amendment No. 1 to Agreement for Professional Consultant Services with Selser Schaefer Architects for the Public Safety Complex Renovation & Forensic Lab (Project No. 181707)**
- J. 18-1337 Ratification of the motorcycle safety training and awareness grant application and approval of and authorization to execute the proposed agreement for Fiscal year 2018-2019 with the Oklahoma Highway Safety Office**
- K. 18-1346 Ratification of the high visibility enforcement grant application and approval of and authorization to execute the proposed agreement for Fiscal year 2018-2019 with the Oklahoma Highway Safety Office**

- L. 18-1305 Approval of and authorization to execute a lease agreement with Sharon K. Petrik and the City of Broken Arrow for office space lease for the Broken Arrow Convention and Visitors' Bureau located at 111 East Commercial Street
- M. 18-1248 Approval of and authorization to execute a Professional Services Contract with ArtsOK The Regional Arts Alliance of Broken Arrow for the 2018-2019 Spotlight Series in the amount of \$5,000.00 per show for a period of three years, subject to annual appropriation
- N. 18-1339 Notification of Change Orders or Work Orders with a value of less than \$25,000 on Public Contracts
- O. 18-1334 Acceptance of Temporary Construction Easements consisting of 0.09 acres and 0.18 acres from Terrie Berry, on property located at 12430 S 185th E Ave located in part of the Northwest Quarter of Section 1, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, and authorization for payment in the amount of \$360.00 for the County Line Trunk Sewer Replacement, Parcel 5.1, 5.2 (Project No. S.1609)
- P. 18-1326 Acceptance of Temporary Construction Easements consisting of 0.089 acres and 0.16 acres from Kenneth C and Brenda K Nickels, on property located at 12422 S 185th E Ave located in part of the Northwest Quarter of Section 1, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, and authorization for payment in the amount of \$320.00 for the County Line Trunk Sewer Replacement, Parcel 8.1, 8.2 (Project No. S.1609)
- Q. 18-1332 Acceptance of Temporary Construction Easements consisting of 0.53 acres and 2.35 acres from Tucson Village LLC, an Oklahoma limited liability company, on property located at 12102 South 193rd East Avenue located in part of the Northeast Quarter of Section 1, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, and authorization for payment in the amount of \$3,760.00 for the County Line Trunk Sewer Replacement, Parcel 10.1, 10.2 (Project No. S.1609)
- R. 18-1333 Acceptance of a Temporary Construction Easement from Silverstar Investments, LLC, an Oklahoma limited liability company and Jerry and Kimberly Wilkins, the owners, on property located at 8451 S 9th Street, a tract of land in part of the Northwest Quarter of Section 12, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the County Line Trunk Sewer Replacement, Parcel 5.A (Project No. S.1609A)
- S. 18-1335 Approval of the conveyance of an Utility Easement consisting of 0.21 acres and 0.33 acres of Temporary Construction Easement from the City of Broken Arrow to the public on property located at 5420 S 23rd Street, a tract of land in part of the Northeast Quarter of Section 36, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the County Line Trunk Sewer Replacement, Parcel 14A.0, 14A.1 (Project No. S.1609)
- T. 18-1338 Acceptance of a Utility Easement consisting of 0.15 acres and 0.08 acres of Temporary Construction Easement from the Bryan S. Payne Trust, on property located at 19208 E 111th St located in part of the Northeast Quarter of Section 36, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, and authorization for payment in the amount of \$8,610.00 for the County Line Trunk Sewer Replacement, Parcel 18.0, 18.1 (Project No. S.1609)
- U. 18-1228 Approval of PT18-107, Conditional Final Plat, Freedom Wash, a replat of Lot 5 and Lot 7, Block 1 of Kenwood Acres (Plat #1417), 2.76 acres, 3 Lots, R-1 to PUD 172/RD and CH, north of Kenosha Street, one-quarter mile west of 9th Street, between 4th Street and 5th Street
- V. 18-67 Approval of the Broken Arrow City Council Claims List for November 20, 2018

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

Item M was removed from the Consent Agenda.

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

**Move to table Item M**

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

There were no Public Hearings, Appeals, Presentations, Recognitions or Awards.

#### 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)

No Citizens wished to address the Council on General Topics Related to City Business or Services.

## 9. General Council Business

### A. 18-1288 **Consideration, discussion, and possible approval of BAZ- 2014, Wall/Toomey Properties, 12.99 acres, A-1 to RS-2, north and east of the northeast corner of Albany Street and 51st Street**

Development Services Director, Michael Skates, stated BAZ-2014 was a request to change the zoning designation on 12.99 acres from A-1 to RS-2, single family residential. He stated the property was annexed into the City of Broken Arrow in 2001 by Ordinance No. 2393. He stated a lot split request was submitted to, and approved by, Wagoner County which divided the property into three parcels; however, the lots created in Wagoner County did not meet the minimum lot size and lot frontage requirements of the Broken Arrow zoning code for A-1 zoning which required 300 feet of frontage and 5 acres per lot. He explained after the lot split approved by Wagoner County was recorded, Ms. Sarah Wall purchased the northernmost parcel with the intent to construct a new single family residence; she enquired about a building permit and was referred to the Planning Department. He stated this was when the Planning Department discovered what had occurred and Ms. Wall was informed she would be required to come into compliance with Broken Arrow zoning ordinance as the property was located within Broken Arrow, not Wagoner County. He stated the property was designated Level 2 in the Comprehensive Plan, and RS-2 zoning was in conformance with the Comprehensive Plan in Level 2. He stated the Planning Commission, on October 21, 2018, recommended approval 4 to 0; Planning Commission recommended platting be waived provided right of way was dedicated along 51<sup>st</sup> Street or Evans Road in accordance with Subdivision Regulations. He stated three residents spoke at the Planning Commission Meeting in opposition to the rezoning with primary concerns being property division into smaller lots. He stated one resident worried about a residential single family neighborhood being developed in the area; however, it was explained this area was designated Level 2 within the Comprehensive Plan and residential single family neighborhood was allowed in Level 2. He indicated the current property owners had no intention of dividing the property further or of building more than one home for Sarah Wall. He stated he recommended approval of BAZ-2014 per Planning Commission and Staff recommendations.

Council Member Parks asked how large the lot was. Mr. Skates responded the property was 12.99 acres and Ms. Wall purchased a 3 acres parcel.

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

**Move to approve BAZ-2014 as recommended by the Planning Commission and Staff**

The motion carried by the following vote:

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

### B. 18-1342 **Consideration, discussion, and possible action on Resolution No. 1163 - Corrected, a Resolution of Necessity to Condemn Property located in the Northwest Quarter of Section 7, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the 23rd Street: Houston to Kenosha, widening project. Parcel 9 (Project No. ST0914)**

City Attorney, Trevor Dennis, stated this was a previously approved item; however, there were some scrivener's errors in the legal description which required correction. He stated he recommended City Council pass Resolution No. 1163 – Corrected.

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

**Move to approve and authorize execution of Resolution No. 1163 – Corrected**

The motion carried by the following vote:

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

### C. 18-1301 **Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1166, a Resolution of support for the Tulsa Chamber 2019 OneVoice Legislative Priorities**

Convention and Visitors Bureau Director, Lori Hill, reported the City of Broken Arrow had participated in the OneVoice for the past several years. She stated the Tulsa Metro Chamber of Commerce created the OneVoice Agenda to represent the Tulsa Metro Area at the State Capital and United States Capital as a unified voice. She stated each year OneVoice subcommittees met to discuss issues regarding the respective areas; this list was then narrowed down to a final list of State and Federal priorities as the OneVoice Legislative Priorities. She stated Resolution No. 1166 showed the city's support of the OneVoice Legislative Priorities.

Vice President of Government Affairs with Tulsa Metro Chamber of Commerce, Zach Stoycoff, thanked City Council for considering the OneVoice Agenda. He briefly described the work which went into the creation of the OneVoice Legislative Priorities and the various groups of individuals who participated in its creation. He stated education and economic incentives were well represented in the Legislative Priorities, as well as transportation funding. He reported last year the OneVoice was instrumental in acquiring raises for teachers.

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

**Move to approve Resolution No. 1166 and authorize its execution**

The motion carried by the following vote:

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

## 10. Preview Ordinances

- A. 18-1330 **Consideration, discussion, and possible preview of an ordinance amending Chapter 7-Business Regulations and Licenses, Article 1-In General, Section 7-12, Mobile food vendors; repealing all ordinances to the contrary; and declaring an emergency**

City Attorney Dennis stated this preview ordinance changed mobile vendor permitting requirements from a location based permit to an annual based permit which would allow mobile vendors to operate at various locations throughout the city.

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

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

The motion carried by the following vote:

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

Council Member Johnnie Parks left the Council Chambers at approximately 6:42 p.m.

## 11. Ordinances

- A. 18-1304 **Consideration, discussion, and possible adoption of Ordinance No. 3543, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2008, generally located one-half mile north of New Orleans Street, east of First Place, granting a RE zoning classification be placed upon the tract along with PUD-278, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

City Attorney Dennis reported on August 7, 2018, City Council approved BAZ-2008 and PUD-278 which rezoned the property generally located one-half mile north of New Orleans Street, east of First Place, from A-1 to RE; subsequently, it was determined combining the classifications for the property made sense within the Comprehensive Plan. He stated staff recommended City Council approve Ordinance No. 3543 and approve the emergency clause.

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

**Move to adopt Ordinance No. 3543**

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Mike Lester, Scott Eudey, Craig Thurmond

Recused: 1 - Johnnie Parks

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

**Move for the emergency clause**

The motion carried by the following vote:

Aye: 4 - Debra Wimpee, Mike Lester, Scott Eudey, Craig Thurmond

Recused: 1 - Johnnie Parks

Council Member Parks returned to the room at approximately 6:43 p.m. following the vote.

## 12. Remarks and Inquiries by Governing Body Members

Mayor Thurmond stated he had the honor of representing Broken Arrow last Friday in Washington DC in a meeting with HUD (Housing and Urban Development) and Secretary Carson. He stated regulations which imposed a cost to homeowners were the primary focus and Secretary Carson encouraged cutting many Federal Government regulations, as well as cutting regulations within local communities. He stated Secretary Carson encouraged home ownership and Broken Arrow was recognized as the best place for first time home buyers in the United States last July. He wished City Council, staff, and citizens a Happy Thanksgiving.

Council Member Wimpee reported Kristin Chenoweth would host a show called "Coming Home" Thanksgiving evening which was about her homecoming to Broken Arrow. She reported Thanksgiving morning, at 9:15 a.m., all Broken Arrow football players, past and present, were invited to go to the High School Stadium to talk with Broken Arrow State Champions.

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

There were no Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials.

At approximately 6:46 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 6:47 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 Scott Eudey, seconded by Mike Lester.

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

The motion carried by the following vote:

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

MOTION: A motion was made by Scott Eudey, seconded by 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 between the City Council, the City Manager, the City Attorney and any other pertinent staff members discussing and conferring on matters pertaining to:**

**1. Litigation, including potential resolution, of a matter involving the litigation case of Brown & Perkins, LLC vs. City of Broken Arrow et al., Tulsa County District Court Case Number CV-2018-01338, under 25 O.S. §307(B)(4).**

**2. Litigation, including potential resolution, of a matter involving the litigation case of City of Broken Arrow v. Abatement Systems Inc., Tulsa County District Court Case Number CV-2018-4, under 25 O.S. §307(B)(4).**

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

At approximately 7:10 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 find that Executive Session was necessary**

The motion carried by the following vote:

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

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

**Move to authorize the City Attorney to enter into settlement negotiation with Abatement Systems, Inc. and authorize the City Attorney to negotiate a lease agreement to remain on the subject property until April 30, 2019**

The motion carried by following vote:

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

At approximately 7:11 p.m. Mayor Thurmond and Vice Mayor Eudey left the Council Chambers prior to entering into another Executive Session and did not return.

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

**Move to enter into another Executive Session**

The motion carried by the following vote:

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

At approximately 8:02 p.m. the regular session of City Council was reconvened.

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

**Move to find that Executive Session was necessary**

The motion carried by the following vote:

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

#### 15. Adjournment

The meeting adjourned at approximately 8:04 p.m.

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

**Move to adjourn**

The motion carried by the following vote:

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

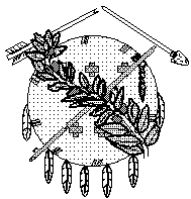
Attest:

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Mayor

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 18-1384, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/04/2018**

**Title:**

Approval of and authorization to execute Fiscal Year 2019 Budget Amendment No. 3 for additional money for legal services

**Background:**

During the budget process for fiscal year 2018-2019 staff budgeted \$100,000 for outside legal services. As of November 27, 2018 we have spent \$84,601.97 of the \$100,000. Due to pending litigation and not being fully staffed in the legal department we are anticipating that we will need an additional \$100,000 to see us to the end of the year. The additional money will be coming from additional sales tax that we have received that wasn't budgeted for.

**Cost:** \$100,000

**Funding Source:** General Fund Sales Tax

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

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

**Attachments:** Budget Amendment for additional legal services

**Recommendation:**

Approve and authorize execution of the Fiscal Year 2019 Budget Amendment No. 3 for additional legal services.

**General Fund**  
**BUDGET AMENDMENT #5**  
**FISCAL YEAR 2019**  
**12/04/2018**

**Estimated Revenue, Fund Balance or Transfers In**

<b>Account Number</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
010-0000-313.01-00	Sales Tax	\$ 21,235,300	\$ 100,000	\$ 21,335,300
		<u>\$ 21,235,300</u>	<u>\$ 100,000</u>	<u>\$ 21,335,300</u>

**Appropriations**

<b>Account Number</b>	<b>Project</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
010-0800-415.30-08		Outside lega	\$ 100,000	\$ 100,000	\$ 200,000
			<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 200,000</u>

**Explanantion**

To amend budget to accommodate the additional  
legal expenses that have incurred

Approved by the City Council  
Tuesday, December 4, 2018

Attest by City Clerk

\_\_\_\_\_  
Mayor, Craig Thurmand

\_\_\_\_\_  
Curtis Green

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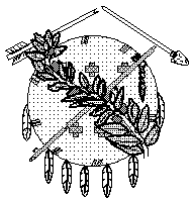
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# City of Broken Arrow

## Request for Action

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**File #:** 18-1383, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/04/2018**

**Title:**

Approval of and authorization to execute Fiscal Year 2019 Budget Amendment No. 4 for the purchase of a Digital Fire Training System

**Background:**

The City received a grant from the Oklahoma Office of Homeland Security for a Digital Fire Training System. The grant pays for 100% of training system. This was not budgeted for so we are requesting a budget amendment to amend the budget to recognize the additional revenue and expense of the equipment.

**Cost:** \$0

**Funding Source:** Grant from the Oklahoma Office of Homeland Security

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

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

**Attachments:** Budget Amendment to increase the budget by the amount of the grant and the award letter.

**Recommendation:**

Approve and authorize execution of a Fiscal Year 2019 Budget Amendment No.4 for the purchase of the Digital Fire Training System.

Police Sales Tax Fund  
BUDGET AMENDMENT #3  
FISCAL YEAR 2019  
12/04/2018

Estimated Revenue, Fund Balance or Transfers In

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
044-0000-332.04-00	Federal Grants	\$ 100,000	\$ 13,650	\$ 113,650
		\$ 100,000	\$ 13,650	\$ 113,650

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
044-3001-421.70-17	193029	Vehicles	\$ 92,100	\$ 13,650	\$ 105,750
			\$ 92,100	\$ 100,000	\$ 192,100

Explanantion

To amend the budget for a grant that we received  
from the Oklahoma office of Homeland Security  
for a digital fire training system

Approved by the City Council  
Tuesday, December 4, 2018

Attest by City Clerk

\_\_\_\_\_  
Mayor, Craig Thurmand

\_\_\_\_\_  
Curtis Green

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Oklahoma Office of  
**Homeland Security**

Prevent, Protect, Prepare

P.O. Box 11415  
Oklahoma City, OK 73136  
(405) 425-7296 Office (405) 425-7295 Fax  
[www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)

**SUB-GRANTEE AWARD**

Sub-grantee -- Required for Reimbursement <b>FEI#</b>		<b>DUNS #</b>		Original Award Amount <b>\$13,650.47</b>	
City of Broken Arrow Michael Spurgeon, City Manager 220 S. First St. Broken Arrow, OK 74012				Award Number #880.501	
				Award Effective Date 8/6/2016	
				Project Period 9/1/2016 - 2/28/2019	
				CFDA 97.073 (OKOHS # 97.073 - 6200)	
Project Title/IJ Homeland Security Grant Program CERT Equipment Project/IJ #8		Applicable Funds Homeland Security Grant Program FY 2016 (SHSP - Local)		Region 7	
				County Tulsa	
Method of Payment: This is a Reimbursement Grant.			Is Sub-Grantee NIMS Compliant? (Please Check One) YES <input type="checkbox"/> NO <input type="checkbox"/>		
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner)			Project Contact/ Secondary Authorized Official (If Applicable)		
Title of Primary Authorized Official City Manager			Title of Secondary Authorized Official Emergency Management Director		
Name Michael Spurgeon			Name Jamie Ott		
Telephone 918-259-2400		Fax		Telephone 918-451-8309	
				Fax 918-451-2678	
Email <a href="mailto:mspurgeon@brokenarrowok.gov">mspurgeon@brokenarrowok.gov</a>			Email <a href="mailto:jott@brokenarrowok.gov">jott@brokenarrowok.gov</a>		
Signature of Primary Authorized Official: (Required)			Date		Signature of Secondary Authorized Official: (Required)
					Date
<b>The Primary Authorized Official certifies:</b> <ul style="list-style-type: none"><li>• Legal authorization to accept grants on behalf of the named governmental entity.</li><li>• Proposed project can be completed by February 28, 2019</li><li>• Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto.</li><li>• All submitted data is true and correct to the best of signatory's knowledge.</li></ul>					
Special Conditions					
OKOHS Approving Official  Kim Edd Carter Director			OKOHS Contact Information Oklahoma Office of Homeland Security P.O. Box 11415 Oklahoma City, OK 73136-0415		
Signature of OKOHS Approving Official  			Telephone (405) 425-7296		Fax (405) 425-7295

KIM EDD CARTER  
DIRECTOR



MARY FALLIN  
GOVERNOR

STATE OF OKLAHOMA  
OFFICE OF HOMELAND SECURITY

TO: City of Broken Arrow  
Michael Spurgeon, City Manager  
FROM: Kim Edd Carter, Director *[Signature]*  
DATE: November 15, 2018  
RE: Oklahoma Office of Homeland Security 2016 Homeland Security Grant Program;  
CERT Equipment Project; # 880.501

Your agency has been selected to receive \$13,650.47, (the Proposed Award), pursuant to the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2016 Homeland Security Grant Program (the 2016 Program). Among other initiatives, the 2016 Program provides this funding for the purchase of CERT equipment.

We have attached Schedule "C", which has a list of the approved items for this grant that should cost approximately \$13,650.47.

The 2016 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2016 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2016 Program is a reimbursement grant. The process requires the following actions:

- (1) Acceptance of the terms and conditions of the 2016 Program including but not limited to those noted on the attached Schedule "1";
- (2) You may purchase approved items listed on Schedule "C" however reimbursement from OKOHS is limited to the amount of the Proposed Award; and
- (3) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at [www.homelandsecurity.ok.gov](http://www.homelandsecurity.ok.gov)).
- (4) After your payment to the vendor has been processed you will need to submit a copy of the cancelled check and an inventory form to OKOHS.

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2016 Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each document listed on Schedule "1" (each of which is

KIM EDD CARTER  
DIRECTOR



MARY FALLIN  
GOVERNOR

**STATE OF OKLAHOMA  
OFFICE OF HOMELAND SECURITY**

included with this award packet) to OKOHS ON OR BEFORE **December 7, 2018** Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at [christina.daron@okoys.ok.gov](mailto:christina.daron@okoys.ok.gov) or Robbie Foster at 405-425-7510 or by e-mail at [robbie.foster@okoys.ok.gov](mailto:robbie.foster@okoys.ok.gov).

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_ 2018:

Government/Agency Name: \_\_\_\_\_

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

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

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

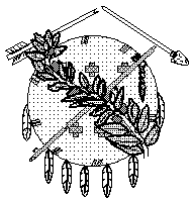
Schedule C

Award ID#	Region	Subgrantee	Agency	Line#	Project Description	Program	State / Local	ITEM (Approval Requested)	Est. Unit Cost	Qty	Total	November 2018 Approvals	Revised Award Amount	Total Approved To Date	Checks Written	Current Available
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Bulldoze digital simulation panel, V3 (Bulldoze)	\$ 9,250.00	1.00	\$ 9,250.00	\$9,250.00	\$ 13,650.47	\$ 13,650.45	\$ -	\$ 13,650.47
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Scup Remote for Bulldoze (Bulldoze)	\$ 125.00	1.00	\$ 125.00	\$125.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Panel Power supply - screw lock	\$ 90.00	1.00	\$ 90.00	\$90.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	C13 to type B power cable 6ft 18.4VWG	\$ 9.00	1.00	\$ 9.00	\$9.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Transport Case for ATTACK digital fire training panel and bulldoze digital simulation panel V2	\$ 960.00	1.00	\$ 960.00	\$960.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Industrial grade extinguisher carrying case	\$ 200.00	1.00	\$ 200.00	\$200.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	NFPA fire extinguisher at work DVD	\$ 249.50	1.00	\$ 249.50	\$249.50				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Bulldoze 2kg/5lb dry chemical digital laser extinguisher (RF) without charger	\$ 950.00	1.00	\$ 950.00	\$950.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	5lb BEE foam insert	\$ 32.00	1.00	\$ 32.00	\$32.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	charger new current	\$ 72.00	1.00	\$ 72.00	\$72.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	North American plug for BEE charger	\$ 15.00	1.00	\$ 15.00	\$15.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Bulldoze 5kg/10lb dry chemical digital laser extinguisher (RF) without charger	\$ 1,250.00	1.00	\$ 1,250.00	\$1,250.00				
880.501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/extinguisher	SHSP	Local	Foam insert for bulldoze extinguisher case 10# style	\$ 31.00	1.00	\$ 31.00	\$31.00				

Schedule C

Award ID#	Region	Subgrantee	Agency	IL#	Project Description	Program	State / Local	ITEM (Approval Requested)	Est. Unit Cost	Qty	Total	November 2018 Approvals	Revised Award Amount	Total Approved To Date	Checks Written	Current Available
880,501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/ extinguisher	SHSP	Local	Charger dry circuit	\$ 72.00	1.00	\$ 72.00	\$72.00				
880,501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/ extinguisher	SHSP	Local	North American plug for BEB charger	\$ 15.00	1.00	\$ 15.00	\$15.00				
880,501	7	Broken Arrow, City of	EM	8	CERT equipment - digital fire simulation w/ extinguisher	SHSP	Local	Shipping	\$ 329.95	1.00	\$ 329.95	\$329.95				

*QAL*  
*dfc*  
*KEC*



# City of Broken Arrow

## Request for Action

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**File #:** 18-1382, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/04/2018**

**Title:**

Approval of and authorization to execute Fiscal Year 2018-19 Budget Amendment No. 5 for a Swift Water Rescue Boat that will be paid for by a grant from the Oklahoma Department of Emergency Management

**Background:**

The City received a grant from the Oklahoma Department of Emergency Management to purchase one Zodiac Mil-Pro FC420 LSRF Rescue Boat for \$25,263.98. This was not budgeted for so we are requesting a budget amendment to amend the budget to recognize the additional revenue and expense of the boat.

**Cost:** \$0

**Funding Source:** Grant from the Oklahoma Department of Emergency Management will fund 100% of the purchase

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

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

**Attachments:** Budget Amendment to increase the budget by the amount of the grant and the award letter.

**Recommendation:**

Approve and authorize to execute Fiscal Year 2018 Budget Amendment No. 5 for the purchase of the Swift Water Rescue Boat.

MICHELANN OOTEN  
STATE DIRECTOR



MARY FALLIN  
GOVERNOR

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT

October 11, 2018

Invoice # EMPG-17 Special Project AEL#17WC-00-BOAT  
Special Project Name: CBRNE Prevention and Response Watercraft

I have reviewed the fully executed agreement for the sub-grant of Emergency Management Performance Grant (EMPG) funds with

The City of Broken Arrow  
In Care of: Broken Arrow Emergency Mgmt  
1101 N. 6<sup>th</sup> Street  
Broken Arrow, OK 74012

and do hereby find payment due in the amount of

\$25,263.98

The agreement and all reports and supporting documentation are on file at the Oklahoma Department of Emergency Management. I hereby authorize payment in the amount listed above.

Signed:   
STATE DIRECTOR

Approved under provisions of PL 85-606 for reimbursement of Emergency Management Assistance expenses. {CFDA #97.042}

Enclosure: EFT Voucher or State Warrant

P.O. Box 53365, OKLAHOMA CITY, OK 73152-3365 \* 2401 NORTH LINCOLN BLVD.  
(WILL ROGERS BUILDING TUNNEL), OKLAHOMA CITY, OK 73105  
405-521-2481; FAX 405-521-4053 \* [www.oem.ok.gov](http://www.oem.ok.gov)



STATE OF  
OKLAHOMA

Claim Jacket Voucher Form

Page 1 of 1 OMES AUDITED BY:

INVOICE NO	INV DATE
EMPG-17 Spec Proj 17WC-00-BOAT	10/11/2018

Description: EFT Payment

CLAIM OF: CITY OF BROKEN ARROW  
Address: PO BOX 610; BROKEN ARROW, OK, 74013-0610  
Alt Name:  
Vend ID: 0000064268 LOC: 0001

ASSIGNMENT SECTION

ASSIGNEE:

Address:

Alt Name:

Vend ID: 0000064268 LOC: 0001

I hereby assign this claim to the above assignee and authorize the State Treasurer to issue a warrant in payment to said assignee

25,263.98	30900	00072865	051751111
TOTAL CLAIM AMOUNT	AGENCY BUSINESS UNIT	CLAIM VOUCHER NO.	WARRANT NO.
VCR DT: November 07, 2018 Warr Dt: November 09, 2018			
Agency Board, Comm., Dept: Civil Emergency Management			
Claimant		Date	
Related Vcr No.			

ORDER NO.	AMOUNT	ACCOUNT	SUB ACCT	FUNDING CLASS	DEPT	BUD REF YR	CFDA	PROJECT	ACTIVITY	OPER UNIT	Program Code	Chart Field 2
	25,263.98	554120		42500	2000023	19	970420000				B0002	

TOTAL 25,263.98

I hereby approve this claim for payment and certify it complies with the purchasing laws of this State

Agency Approving Officer's signature  
Approving Officer's Name: Sandy Henry  
Title: Finance Officer

Date: 11/13/2018



VCHR

30900

00072865



FEMA

October 4, 2018

Michelann Ooten, Director  
State of Oklahoma Department of Emergency Management  
P.O. Box 53365  
Oklahoma City, OK 73152-33656

Attention: Bonnie McKelvey, EMPG Grant Coordinator

Dear Director, Ooten:

The DHS/FEMA Region 6 Grants Management Division has reviewed your request for \$25,263.98 to purchase one rescue boat for flooding and swift water response under the Fiscal Year 2017 Emergency management Performance Grant Program. This equipment meets the requirements detailed in the program guidance and is hereby approved.

Recipients are reminded that licensing, registration fees, insurance and all ongoing operational expenses are the responsibility of the recipient or local units of government and are not allowable under this grant program. Any future watercraft equipment requests must also be submitted to the Region 6 Grants Management Division for prior approval. Please contact your Program Analyst, Roberto Ramirez, at (940) 383-7329 if you have any questions.

Sincerely,

Mark D. Price, Director  
Grants Management Division  
DHS/FEMA Region 6



STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT

August 13, 2018

Mr. Roberto Ramirez, CFM  
Program Analyst – Non-Disaster Grants Team  
DHS/FEMA Region VI  
800 North Loop 288  
Denton, TX 76209

Reference: Watercraft Waiver- Oklahoma Department of Emergency Management  
Preparedness and Response Division, Grant # EMT-2017-EP-00003 (EMPG)

Dear Mr. Ramirez:

The Oklahoma Department of Emergency Management is submitting this request on behalf of the City of Broken Arrow of Emergency Management Task Force 1 for approval to purchase one Zodiac Mil-Pro FC420 LSRF Rescue Boat.

Description/Justification: City of Broken Arrow Task Force 1 unit has developed a Flood and Swift Water Boat program to support Oklahoma Task Force 1 Team during flood/swift water events. Beginning April of 2016, more than half of the 77 Oklahoma counties have been impacted by major flooding. Rescue boats were needed in the majority of these counties; which were responsible for saving the lives of citizens in need. Oklahoma Task Force 1 unit will be able to deliver training across the state and better prepare other state and local agencies in Flood and Swift Water safety. They will also have the ability for rapid intervention during immediate needs of flooding across the state and to coordinate efforts during these types of incidents or disasters to improve safety and operational readiness in Oklahoma.

The Oklahoma Task Force 1 unit's most recent event affecting many citizens in Oklahoma was the flash floods of November 2017. Another recent incident was the September 2017 EMAC request from Texas to assist with water rescue in the Houston Texas area. Teams from Oklahoma rescued many of the local citizens trapped by flood/swift water.

Solution Area: CBRNE Operational Search and Rescue Equipment

Expenditure: One Zodiac Rescue Boat- \$25,263.98



Triad Marine & Industrial Supply, Inc.  
 1155 FM 518  
 Kemah, Texas 77565  
 T: 281-334-0815  
 F: 281-334-0041  
 Email: tmiller@triadmarine.com

Date: 8/10/2018  
 Quote: tjlm091817-5  
 Pages 1

## QUOTE

Customer Info / Mailing Address			Ship To, if different		
Name	Broken Arrow Fire Department		Name		
Address	Attn: Rusty Stringer		Address		
Address			Address		
Address			Address		
City	State	Zip	City	State	Zip
Phone			Phone		
Fax					
Email	rstringer@brokenarrowok.gov				

### \*TASK FORCE PACKAGE

PART NUMBER	NSN	UNIT OF ISSUE	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
Z80221	*discount for TX-TF1 Packag	Each	1	Zodiac FC420 LSRF	\$ 14,500.00	\$ 14,500.00
		Each	1	6 gallon plastic fuel tank-EPA Approved	\$ 125.00	\$ 125.00
		Each	1	Galvanized Trailer, Custom Set for FC420. Includes bull horn winch stop, guides w/led lights, spare tire w/mount, tongue jack	\$ 2,550.00	\$ 2,550.00
						\$ -
						\$ -
		Each	1	Aluminum Tool Box mounted on tongue includes frame.	\$ 516.00	\$ 516.00
						\$ -
		Set	1	Ratchet Tie Down Straps, set of 3	\$ 45.00	\$ 45.00
		Set	1	Custom Lettering; black plaque w/white reflective lettering, installed; example Broken Arrow Fire/Rescue	\$ 425.00	\$ 425.00
						\$ -
		Each	1	Bow Winch Strap, Complet w/shackles	\$ 165.00	\$ 165.00
		Hour	4	Labor	\$ 140.00	\$ 560.00
		Each	1	Foam Matting installed on all alum floorboards	\$ 250.00	\$ 250.00
						\$ -
		Each	1	Motor Support	\$ 47.98	\$ 47.98
	MOTOR OPTIONS					\$ -
E40DRGL	Regular Prop	Each	1	Evinrude E40DRGL, w/4 blade aluminum prop, fuel hose and fitting.	\$ 5,105.00	\$ 5,105.00
						\$ -
	Prop Guard	Each	1	Prop protection guard	\$350.00	\$350.00
						\$ -
F40JEHA	Jet	Each	1	Yamaha F40 Jet, Long Shaft, Tiller steer, electric start w/battery		
						\$ -
Total						\$ 24,638.98
Sales Tax						
Registration						
**Freight						\$ 625.00
Grand Total						\$ 25,263.98

Approval to process as an order

Signature \_\_\_\_\_ Date \_\_\_\_\_

PO # \_\_\_\_\_

FOB: Factory Ship Point

Delivery: Dependent on Stock at Time of Order

Terms: Net 30 w/Government PO

Pricing: 30 Days

\*\*Estimated incoming freight to Triad. Customer to pick up at Triad.

### Notes

If you have any questions regarding this quote, please contact Tina Miller @ 281-334-0815 or tmiller@triadmarine.com

Bill Penka

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**From:** Ott, Jamie <jott@brokenarrowok.gov>  
**Sent:** Tuesday, October 9, 2018 3:30 PM  
**To:** Steve Palladino  
**Cc:** Bill Penka  
**Subject:** RE: Rescue Boat

Thank you much Steve, with all the flooding we have had this year, this will be very beneficial  
To our area.

Jamie

**From:** Steve Palladino <steve.palladino@oem.ok.gov>  
**Sent:** Tuesday, October 09, 2018 3:16 PM  
**To:** Ott, Jamie <jott@brokenarrowok.gov>  
**Cc:** Bill Penka <bill.penka@OEM.OK.GOV>  
**Subject:** Rescue Boat

Attached is the Rescue Boat FEMA approval Letter.  
Bill Penka is out today I will get with him Thursday this week to see when you will receive a check on this project.  
Thank you  
Steve

Steve Palladino  
Preparedness and Response Division Manager  
Oklahoma Department of Emergency Management  
Will Rogers Building Suite 51  
2401 N. Lincoln Ave.  
Oklahoma City, Oklahoma 73152  
Office: 405-521-2481  
Cell: 405-590-0109  
[steve.palladino@oem.ok.gov](mailto:steve.palladino@oem.ok.gov)

**Estimated Revenue, Fund Balance or Transfers In**

## Appropriations

### Explanation

**Attest by City Clerk**

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**Curtis Green**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

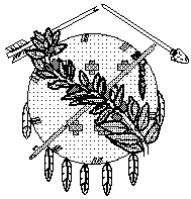
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# City of Broken Arrow

## Request for Action

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**File #:** 18-1369, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Approval of and authorization to execute the Amendment No. 1 to Professional Services Agreement with Kleinfelder for the 37th Street Regional Detention Areas- Wetland & Stream Mitigation & Permitting (Project No. SW1312B)

**Background:**

The City of Broken Arrow with the 2011 and 2014 G.O. Bond dedicated funding towards wetland and stream mitigation planning and permit of a regional stormwater detention facility in the Adams Creek watershed on the upstream side of the future 37th Street public roadway between Albany Street and Omaha Street. Kleinfelder, Inc. was selected by the City to provide services that include wetland mitigation planning and Section 404 permitting with the US Army Corp of Engineers for the proposed regional detention facility. The original fee negotiated with Kleinfelder was in the amount of \$26,900.00.

We have requested Kleinfelder submit a proposal and fee for additional wetland and stream delineation and the attached Agreement for Professional Consultant Services was prepared.

**Cost:** \$6,900.00

**Funding Source:** 2011 and 2014 GO Bond

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

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

**Attachments:** Amendment No. 1 to Professional Services Agreement

**Recommendation:**

Approve and authorize execution of Amendment No.1 to Agreement for Professional Consultant Services with Kleinfelder.



**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
CITY OF BROKEN ARROW  
37<sup>TH</sup> STREET REGIONAL DETENTION AREAS – WETLAND & STREAM  
MITIGATION PLANNING & PERMITTING  
PROJECT NO. SW1312B**

**1. Architect/Engineer Firm:**

- a. Name: Kleinfelder ("Consultant")
- b. Telephone No.: (918) 627-6161
- c. Address: 10835 E. Independence St., Suite 102, Tulsa, OK 74116

**2. Project Title and Location:** 37<sup>th</sup> Street Regional Detention Areas - Wetland & Stream Mitigation Planning & Permit.

**3. Amendment for:** Additional wetland & stream delineation and report for the regional detention areas 5, 6 and 7 off 37<sup>th</sup> St from Omaha St to Albany St.

**4. Contract Data:**

- a. Contract Amount: \$26,900.00 (Time and Materials not to Exceed)
- b. Amendment Amount: \$ 6,900.00 (Lump Sum)
- c. Total Not to Exceed: \$33,800.00
- d. Liquidated Damages: N/A.
- e. The total time allowed for contract completion (including Amendment No. 1) is 30 calendar days.

**5.** The City of Broken Arrow ("City"), represented by the City Manager, and the Consultant, 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 Amendment to this Contract
- c. Consultant's Letter Agreement

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

Gesli Myers  
Assistant City Attorney

City of Broken Arrow, Oklahoma  
A Municipal Corporation

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

Attest:

Date \_\_\_\_\_

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

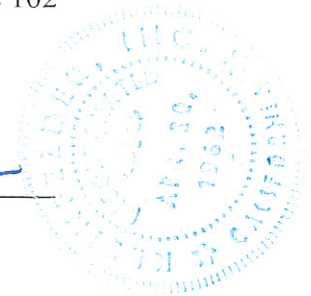
Kleinfelder, Inc.

By: \_\_\_\_\_  
10835 E. Independence St., Suite 102  
Tulsa, OK 74116

Attest:

Wendy Butler  
Corporate Secretary (Seal)

Date: November 7, 2008



### VERIFICATIONS

State of Oklahoma     )  
                                      ) ss.  
County of Tulsa        )

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (Please circle or specify)) of Kleinfelder, Inc. and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

See attached certificate

\_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

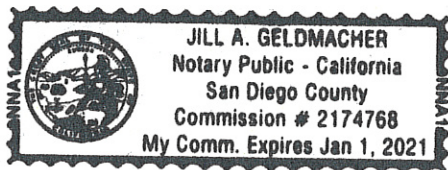
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of San Diego )  
 On November 7, 2018 before me, Jill A. Geldmacher, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared John A. Murphy and Deborah Butera  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jill A. Geldmacher  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Amendment No 1 Document Date: \_\_\_\_\_  
 Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John A. Murphy  
☒ Corporate Officer — Title(s): CFO  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: Kleinfelder, Inc

Signer's Name: Deborah Butera  
☒ Corporate Officer — Title(s): Secretary  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: Kleinfelder, Inc

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
CITY OF BROKEN ARROW  
37<sup>TH</sup> STREET REGIONAL DETENTION AREAS – WETLAND & STREAM  
MITIGATION PLANNING & PERMITTING  
PROJECT NO. SW1312B  
  
CONSULTANT’S LETTER AGREEMENT**



September 6, 2018

Ms. Geneva Nicholls  
Engineering & Construction Project Engineer  
City of Broken Arrow  
485 North Poplar Avenue  
Broken Arrow, OK 74013

**DELIVERED ELECTRONICALLY TO: [GNICHOLLS@BROKENARROWOK.GOV](mailto:GNICHOLLS@BROKENARROWOK.GOV)**

**RE: Proposal for Additional Wetland Delineation  
Broken Arrow 37<sup>th</sup> Street Regional Detention Areas  
Broken Arrow, Oklahoma**

Dear Ms. Nicholls:

Kleinfelder, Inc. (Kleinfelder) is pleased to present this proposal to provide environmental services concerning the proposed above-referenced project in Broken Arrow, Oklahoma. The majority of the project lies west of South 37<sup>th</sup> Street (South 209<sup>th</sup> East Avenue), between East Omaha Street South (East 51<sup>st</sup> Street South) and East Albany Street (East 61<sup>st</sup> Street South) (Project Site).

The following sections provide our understanding of the proposed project, scope of work, fee and schedule. It is our understanding that the City of Broken Arrow will provide a contract or contract amendment for the additional work contained in this proposal.

### **BACKGROUND and PROJECT UNDERSTANDING**

Based on a meeting held on August 28, 2018, additional areas will require an evaluation of potentially jurisdictional Waters of the United States (WOTUS), including wetlands. This work is being conducted in an effort to avoid and minimize impacts to wetlands and streams during construction of the 37<sup>th</sup> Street Detention Area. The three additional areas to be surveyed comprise approximately 14 acres of land (see attached figure). Prior to the commencement of work, we request that the City of Broken Arrow representatives review the attached figure and confirm the boundaries of the additional areas that require delineation.

To conduct this delineation, Kleinfelder will use procedures presented in the 1987 Corps Wetland Delineation Manual and the 2010 Midwest Regional Supplement. The wetland delineation mapping and report would be in support of a potential Section 404 Permit application, if needed. Potentially jurisdictional waterbodies at the Project Site will be delineated using global positioning systems (GPS). To accomplish these goals, Kleinfelder proposes to perform the tasks listed below.

### **SCOPE OF WORK**

#### **Wetland Delineation**

Kleinfelder proposes to review desktop resources and conduct fieldwork to assess the Project

Site for the presence of potentially jurisdictional Waters as defined in Section 404 of the Clean Water Act and Section 10 of the Rivers & Harbors Act. Our evaluation will be designed to identify the presence or absence of Waters of the U.S. and provide a routine delineation per the 1987 USACE Wetland Delineation Manual and the 2010 Midwest Regional Supplement. Our methods will include:

1. A review of the Natural Resources Conservation Service (NRCS) soil survey maps to evaluate the potential for hydric soils at or near these locations.
2. A review of the U.S. Geological Survey (USGS) 7.5-minute Topographic Maps and aerial photographs to evaluate the potential for waters of the U.S.
3. A review of the USFWS National Wetland Inventory (NWI) maps for this site.
4. Fieldwork will be conducted including the on-site collection of photographs, soils data, plant species, and hydrology observations. Wetland determination data forms will be used to log field collected data.
5. Wetland/water locations will be recorded using GPS technology. A figure of potentially jurisdictional wetlands on an aerial background will be prepared. Shapefiles will be provided upon request.

One option is to delineate wetlands and streams for all three additional parcels (Areas 5, 6, and 7). A second option is to delineate wetlands and streams for additional areas 6 and 7.

### **Preparation of Delineation Report**

Kleinfelder will prepare a Wetland Delineation Report documenting our findings that will be suitable for submission to the USACE in support of a jurisdictional determination, and permit applications, if needed. The reports will include Project Site location, and summary of information to include vegetation, soils, hydrology, and general habitat types of the Project Site. Additionally, maps, figures, photographs, and data forms will be provided that include the Project Site location and potentially jurisdictional waterbody boundaries. A figure will be provided that shows potentially jurisdictional wetlands and streams on an aerial photograph.

One report will be prepared for the new areas to be delineated (all three additional areas or only areas 6 and 7 – see above).

### **Schedule**

It is anticipated that fieldwork and report preparation will be completed within 30 days of receiving the executed contract/Notice to Proceed, assuming there are no delays related to weather, site access or information from the client.

### **COSTS**

Kleinfelder proposes to perform the scope of work outlined in this proposal **on a Fixed Fee** basis for the cost shown below. Invoices would be submitted monthly on a percent complete basis. Kleinfelder will not exceed this amount without prior approval from the Client. For work not estimated in the previous tasks, or outside the above-described scope, Kleinfelder will provide an estimate of the additional fees required and will submit to the Client for approval. The estimated project budget is summarized in the following table.

PROJECT BUDGET SUMMARY	
Wetland and Stream Delineation & Preparation of Report (Areas 5, 6, and 7) (*)	\$6,900
Wetland and Stream Delineation & Preparation of Report (Areas 6 and 7 only) (*)	\$5,900

(\*) See attached figure showing proposed additional wetland and stream delineation areas.

### **ASSUMPTIONS**

This proposal and cost estimate are based on the following assumptions:

1. Kleinfelder is not responsible for project delays due to consultation and coordination with agencies.
2. The Client will provide access to the Project Site and Project Site plans that accurately identify the project area and limits of disturbance.
3. The potentially jurisdictional wetland and stream areas will be mapped using GPS technology in the field. It is assumed that flagging of the wetland areas will not be required. GIS will be used by Kleinfelder staff to produce figures and graphics that display the potentially jurisdictional areas.
4. One final report will be issued upon completion of the work.
5. Meetings/conference calls not already described herein and revisions to the report not described herein, including responses to comments by regulatory agencies, are not included in our fee.

### **ACTIVITIES NOT COVERED BY THIS SCOPE OF WORK**

The following services or activities are not included in the scope of work for the work included in the proposal. Please note that some of the items listed below may be included in a separate scope of work and contract with the City of Broken Arrow.

1. Preparation of a CWA Section 404 permit application (general, nationwide or individual).
2. Preparation of a preliminary or final compensatory mitigation and monitoring plan.
3. Biological monitoring services that may be required by the USACE or USFWS.
4. Evaluation of wetland functions and value assessment.
5. No species-specific protocol surveys will be conducted.
6. Informal/Formal Section 7 Consultation with the USFWS.
7. Protocol surveys for T&E species are not included in this scope but can be provided at the request of the Client.
8. Cultural Resources Survey (which may be required for permitting). A cultural survey can be conducted for an additional fee.
9. Meetings with Regulatory Agencies or other coordination not outlined in this scope.

### **LIMITATIONS**

This report may be used only by the Client and only for the purposes stated within a reasonable time from its issuance. Land or facility use, on- and offsite conditions, regulations, or other factors may change over time, and additional work may be required with the passage of time. Any party other than the client who wishes to use this report shall notify Kleinfelder of such intended use. Based on the intended use of the report, Kleinfelder may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else will release Kleinfelder from any liability resulting from the use of this report.

by any unauthorized party and client agrees to defend, indemnify, and hold harmless Kleinfelder from any claim or liability associated with such unauthorized use or non-compliance.

Kleinfelder will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is part of the services offered by this proposal.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of services and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Kleinfelder offers a range of investigative and engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which may help the client understand and manage the degree of risk. Since such detailed services involve greater expense, our clients participate in determining the level of service, which provides adequate information for their purposes at an acceptable level of risk.

Acceptance of this proposal will indicate that the Client has reviewed the scope of service and determined that it does not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a change in fees.

#### **CLOSING REMARKS**

It is our understanding that the City of Broken Arrow will provide a contract or a contract amendment for the additional scope of work included in this proposal. The scope of work, schedule, and costs are valid only if authorized within **thirty (30)** business day from the listed proposal date.

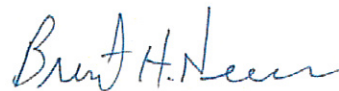
We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please contact either of the undersigned.

Sincerely,

**KLEINFELDER, INC.**

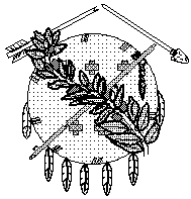


Jack Finley, PWS  
Project Professional



Brent H. Neece  
Project Manager

Enc: Figure: Proposed Additional Delineation Areas



# City of Broken Arrow

## Request for Action

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**File #:** 18-1350, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Approval of and authorization to execute a Promotional License on City Property allowing Ruts N Guts LLC to host the 2018 Ruts N Guts event

**Background:**

Ruts N Guts LLC will be hosting the annual Ruts N Guts event on December 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup>, 2018 at the Broken Arrow Events Park. The Special Events Committee in their meeting of November 15<sup>th</sup>, 2018 recommended approval of the request for Special Event Permit.

We are requesting review and approval of the Promotional License Agreement to provide the facility, security and support for this event which is not anticipated to exceed \$3,370.

**Cost:** \$3,370

**Funding Source:** General Fund

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

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

**Attachments:** License Agreement  
Site Plan

**Recommendation:**

Approve and authorize execution of the Promotional License on City Property and authorize its execution.

**PROMOTIONAL LICENSE BETWEEN RUTS N GUTS LLC  
AND THE CITY OF BROKEN ARROW**

1. The City of Broken Arrow (CITY) hereby enters into this agreement with Ruts N Guts, LLC (RUTS). The CITY hereby grants the license to RUTS for the use of the Broken Arrow Events Park beginning at 7:00 a.m. on Saturday, December 1st and expiring on at 6:00 p.m., Wednesday, December 12th, 2018.
2. The license grants RUTS the use of the Events Park for the Ruts N Guts event. The license grants RUTS the use of the Events Park for set up purposes only, beginning at 7:00 a.m. on Saturday, December 1st, 2018 until 12:00 noon, Friday, December 7th, 2018. RUTS may open the Events Park to the public for the event no earlier than 8:00 a.m., Friday, December 7th, 2018, and shall terminate at 6:00 p.m. on December 9th, 2018. The Event may run on Friday, December 7th, 2018, between the hours of 8:00 a.m. and 11:00 p.m., Saturday, December 8th, 2018 from 7:00 a.m. to 11:00 p.m. and Sunday, December 9th, 2018 from 7:00 a.m. to 10:00 p.m. The Park may be used until 6:00 p.m. Wednesday, December 12th, 2018, for clean-up purposes only, at which time this license will expire.
3. RUTS may select at their discretion and expense, such promotional facilities and displays as it deems desirable as needed for recreational, artistic, or cultural displays. Permits, if required, shall be the responsibility of RUTS to obtain from appropriate CITY offices. RUTS may select or limit the vendors who are permitted to sell wares within the licensed area; however, this license does not provide for any such restrictions to private property. RUTS shall ensure that all such vendors have valid sales tax identification numbers and shall require by contract that all such vendors collect and report sales tax to Broken Arrow's account with the Oklahoma Tax Commission. RUTS shall provide a vendor list to the City by November 14th, 2018. The CITY retains the right to enforce all ordinances of the CITY as are applicable and appropriate to the location. Unless otherwise agreed by the parties, RUTS shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of the activities, and shall hold the CITY harmless from any claims arising in tort or in contract from the selection, installation, maintenance, or operation of such facilities or from the grant or refusal of vendor permits. Provided further that the actual selection of sites for any additional attracts, including but not limited to, carnival rides and other buildings/facilities, which are located in the park, shall be subject to the approval of the Community Events Manager and Chief Building Inspector, or other person(s) designated by the CITY.
4. RUTS shall further be responsible for arranging for all such utilities as may be required, including adequate sanitary facilities, and shall also be responsible for arranging and obtaining the necessary permits for the food booths from Tulsa City-County Health Department. The sale and consumption of alcoholic beverages is permitted within the

event area with the exception of any area designated as a Kids Zone. No alcoholic beverages may be sold at the event except through permitting requirements of state and local law. RUTS shall ensure that there is sufficient security where alcoholic beverages is being sold.

5. RUTS or its licensees shall not remove or damage any trees or other plantings in the licensed area, nor damage any publicly owned property such as traffic signals, sidewalks, streets, etc. in any way. Damages to the park, parking lots, and other facilities within the park resulting from the event shall be repaired at the expense of RUTS.
6. Neither RUTS nor any vendor may use any loud speaker system or public address system, except for the speaker system used at the grandstands or designated entertainment areas absent the separate advance approval of the City Council. The sound system for music shall be turned on only during the hours of Friday, December 7th, 2018 Saturday, December 8<sup>th</sup>, 2018 and Sunday, December 9<sup>th</sup>, 2018, between the hours of 9:00 a.m. and 11:00 p.m. so as not to unduly interfere with the peace and quietude of the adjoining residential areas.
7. RUTS shall be responsible for establishing and conducting a meeting with the Special Events Committee prior to the start of any construction. Said meetings shall be called to arrange for all appropriate public safety responses, and to minimize the interference with other CITY functions and locations not involving the licensed premises. Once the Special Events Committee has reviewed the site plan and recommended approval, the site plan will be used as a guide to determine services needed for the event. No changes that effect services provided may be made within 30 days of the date of the event. The CITY will provide Police, Fire, and other City personnel and services as necessary. See appendix A for details. Payment for services must be made within 45 days of expiration of this promotional license.
8. RUTS shall provide appropriate premise and general liability insurance policies with the single limit of \$1 million for all losses caused by the use of the licensed premises during the duration of the license. A copy of the policy shall be filed with the Risk Manager by November 7<sup>th</sup>, 2018, and shall name the CITY as an additional named insured.
9. RUTS shall be responsible for assuring the prompt removal of all event facilities and construction materials, and all activities. Such removal shall commence at the termination of the event and be completed by 6:00 p.m. on Wednesday, December 12th, 2018. RUTS shall be responsible for general clean-up of Events Park. RUTS shall also be responsible for trash removal.
10. It is the event organizers' responsibility to cancel events due to pending or forecasted inclement weather and to notify all parties of the cancellation. Should inclement weather be an imminent public safety concern then the City of Broken Arrow Emergency Manager shall have authority to cancel the event.

Dated this 2 day of November, 2018.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,  
OKLAHOMA

[Signature]  
Assistant City Attorney

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

RUTS N GUTS LLC  
BROKEN ARROW, OKLAHOMA

[Signature]

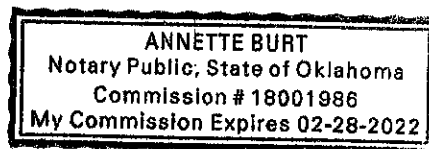
STATE OF OKLAHOMA    )  
                                  ) ss:  
COUNTY OF Tulsa    )

Before me, a Notary Public, on this 2<sup>nd</sup> day of November 2018, personally appeared, Mike Guillen, known to me to be the identical person who executed the within and foregoing instrument, as the President of the RUTS COMMUNICATIONS 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.

[Signature]  
Notary Public

My Commission Expires:

02-28-2022



## Appendix A


























Services to be provided at no cost for the RUTS N GUTS event scheduled for December 7<sup>th</sup> through December 9<sup>th</sup>, 2018.

Department	Estimated Cost of Services
Police	\$2,400
Fire	\$300
Streets	\$345
Parks and Recreation	\$325 (permits)
	\$0 (water)
	\$0 (electric)
	\$0 (trash containers)









Total estimated cost of services is \$3,370

# Ruts Map 2018


## Map

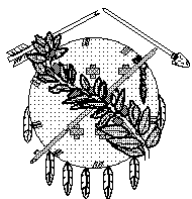
-  Finish
-  Pit
-  Staging
-  Stairs
-  Sand
-  Flyover
-  Von-Kinder Cross
-  Registration
-  VIP Team Area
-  VIP Team Area
-  Food Trucks
-  2 Toilets
-  2 toilets
-  1 toilet
-  UCI 80%
-  Podiums
-  Green Room
-  Wash Station
-  Pressure Washers
-  Electricity
-  EMT/Medical Staff
-  Official Stage
-  Sunday Stairs
-  Dirt Ramp
-  Ambulance Meet Point



-  Doping Control
  -  Course
  -  Course
  -  Stage
  -  Start
  -  Electricity
  -  Volunteer Tent
  -  RV Parking/Camping
- 

## Course #2

-  Course #2
-



# City of Broken Arrow

## Request for Action

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**File #: 18-1401, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12-4-2018**

**Title:**

Approval of and authorization to execute a Fourth Amended Attorney Engagement Agreement between the City of Broken Arrow and Tammy Ewing for providing counsel and legal advice on an as-needed and as-assigned basis, which may include prosecution of Municipal Court cases, representation in State Court litigation and review of contracts and drafting ordinances and other documents

**Background:**

Tammy Ewing is a well-respected attorney with vast legal knowledge and experience involving Municipal Law. The Acting City Attorney is recommending retention of Ms. Ewing due to her knowledge in Municipal Law, State Court litigation and review of contracts, ordinances and other documents.

The attached Fourth Amended Attorney Engagement Agreement memorializes retention of Ms. Ewing, costs and the hourly rates to be charged and amendment of paragraph X to reflect written notice subject to the applicable rules of professional conduct. The City agrees to pay Outside Counsel \$125.00 per hour. Costs and fees for this matter are capped at \$70,000.00 and it will expire on December 31, 2018.

**Cost:** Not to exceed \$70,000.00

**Funding Source:** General Fund General Government

**Requested By:** Trevor Dennis, City Attorney

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

**Attachments:** Fourth Amended Attorney Engagement Agreement

**Recommendation:**

Approve the Fourth Amended Attorney Engagement Agreement with Ms. Ewing and authorize its execution.

#### **FOURTH AMENDED ATTORNEY ENGAGEMENT AGREEMENT**

This Attorney Engagement Agreement (Agreement) is made and entered into by and between the City of Broken Arrow, a municipal corporation (City), and Tammy K. Ewing, 751 W. 150<sup>th</sup> Street, Glenpool, Oklahoma 74033 ("Outside Counsel").

Whereas, on May 31, 2018, Outside Counsel and the City of Broken Arrow entered into an Attorney Engagement Agreement to prosecute municipal court cases as identified in the agreement; and

Whereas, on September 9, 2018, the parties amended the agreement to extend the contract term and services to be provided by Outside Counsel; and

Whereas, on October 16, 2018, the parties amended the agreement to extend the contract term and services to be provided by Outside Counsel; and

Whereas, Outside Counsel and the City of Broken Arrow desire to modify a term as set forth in the Agreement; and

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

#### **ARTICLE A Amendment to the Amended Agreement**

A.1 Amendment to Section IV of the Amended Agreement: Section IV. Fees and Expenses, is hereby amended to read in its entirety as follows:

#### **IV. FEES AND EXPENSES**

City agrees to pay Outside Counsel an hourly fee of \$125.00. The maximum fees and costs and expenses shall not exceed \$70,000.00.

The parties recognize that the City is a political subdivision of the State of Oklahoma and cannot make payments for services rendered unless funds have been encumbered for such services. City shall not be responsible for any fees or expenses related to this matter until this Agreement is duly executed by the City Manager.

The City agrees to only pay for Outside Counsel's time spent providing legal services to City. The following types of expenditures will not be paid by City:

- Travel time;
- Administrative overhead, including time spent docketing or calendaring dockets, reviewing or processing this Agreement or invoices for services rendered under this Agreement, or any clerical or secretarial work; and
- Refreshments or meals.

A.2. Amendment to Section XIII of the Amended Agreement: Section XIII. Term, is hereby amended to read in its entirety as follows:

**XIII. TERM**

This Agreement shall commence on June 6, 2018 and shall remain in full force and effect through December 31, 2018, unless the term of this Agreement is extended by agreement of the parties.

A.3. Amendment to Section X of the Agreement: Section X. Termination, is hereby amended to read in its entirety as follows:

**X. TERMINATION**

The City, by written notice, may terminate this Agreement, in whole or in part, when services are no longer needed or such action is in the best interest of City. Outside Counsel, by written notice, may terminate this Agreement, subject to the applicable rules of professional conduct.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of THIS 4<sup>th</sup> day of December, 2018.


By:  CITY OF BROKEN ARROW, a municipal corporation  
Tammy K. Ewing

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

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

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

APPROVED:

  
Acting Deputy City Attorney

**AFFIDAVIT OF CLAIMANT**

STATE OF OKLAHOMA     )  
COUNTY OF TULSA     ) ss.

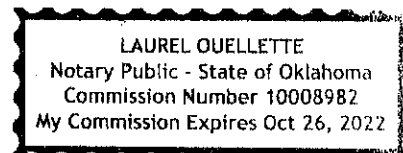
The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Broken Arrow will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance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

By: Tammy K. Ewing  
Tammy K. Ewing

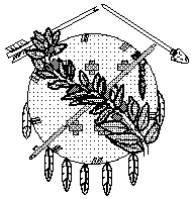
Subscribed and sworn to before me this 30<sup>th</sup> day of November, 2018.  
Laurel Ouellette  
Notary Public

My commission expires: Oct 26, 2022

My commission number: 10008982



**THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT**



# City of Broken Arrow

## Request for Action

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**File #:** 18-1368, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Award the lowest responsible bid to Third Generation Electrical, Inc., and approve and authorize execution of a construction contract for the Indian Springs Sports Complex Soccer (ISSC) Field #28 Lighting (Project No. 196023)

**Background:**

The project is located at the ISSC West Soccer Fields at the South end of Aspen (145th E Ave) approximately .63 miles South of Jasper (131st St South). The construction project consists of new lighting service to soccer field #28 including complete lighting installation, wiring of poles, and fixtures.

Bid documents were prepared and advertised on October 23<sup>rd</sup> and 30<sup>th</sup>, 2018. Three bids were received and opened on November 13, 2018. The lowest responsible bid was Third Generation Electrical, Inc. for \$99,254.00. The Engineer's Estimate for the project is \$105,100.00.

**Cost:** \$99,254.00

**Funding Source:** Park and Recreation Capital Improvement

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

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

**Attachments:** Certified Bid Tabulation

**Recommendation:**

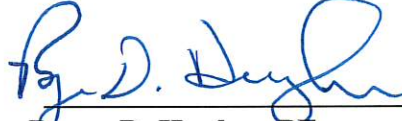
Award the lowest responsible bid to Third Generation Electrical, Inc., and approve and authorize execution of a construction contract for the Indian Springs Sports Complex Soccer (ISSC) Field #28 Lighting (Project No. 196023).

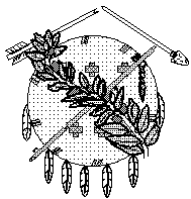
**BID TAB**  
**INDIAN SPRINGS SPORTS COMPLEX ADDITIONAL SOCCER FIELD LIGHTS**  
**PROJECT NO. 196023 BID NO. 19.125**

**BID OPENING NOVEMBER 13, 2018 AT 2:00 P.M. AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING**

				ENGINEER'S ESTIMATE		THIRD GENERATION ELECTRICAL, INC.		ELECTRICAL EXPRESS, LLC		STRONGHAND, LLC	
ITEM	DESCRIPTION	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	7 FIXTURE ASSEMBLY	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 15,775.00	\$ 31,550.00	\$ 19,450.00	\$ 38,900.00	\$ 59,890.00	\$ 119,780.00
2	LIGHT POLE WITH 7 FIXTURE ASSEMBLY	EA	2	\$ 21,250.00	\$ 42,500.00	\$ 23,625.00	\$ 47,250.00	\$ 25,550.00	\$ 51,100.00	\$ 51,355.00	\$ 102,710.00
3	1 1/2" CONDUIT IN BORING	FT	1,700	\$ 9.00	\$ 15,300.00	\$ 5.40	\$ 9,180.00	\$ 6.00	\$ 10,200.00	\$ 40.85	\$ 69,445.00
4	#4 AWG	FT	6,000	\$ 0.70	\$ 4,200.00	\$ 0.43	\$ 2,580.00	\$ 0.68	\$ 4,080.00	\$ 1.74	\$ 10,440.00
5	#10 AWG	FT	2,000	\$ 0.20	\$ 400.00	\$ 0.50	\$ 1,000.00	\$ 0.25	\$ 500.00	\$ 0.58	\$ 1,160.00
6	CONCRETE POLE BASE	EA	2	\$ 600.00	\$ 1,200.00	\$ 3,025.00	\$ 6,050.00	\$ 1,700.00	\$ 3,400.00	\$ 24,055.00	\$ 48,110.00
7	30 A/3 P CIRCUIT BREAKERS WITH MOUNTING ASS.	EA	3	\$ 500.00	\$ 1,500.00	\$ 548.00	\$ 1,644.00	\$ 1,500.00	\$ 4,500.00	\$ 6,135.00	\$ 18,405.00
<b>BASE BID TOTAL</b>				<b>\$ 105,100.00</b>		<b>\$ 99,254.00</b>		<b>\$ 112,680.00</b>		<b>\$ 370,050.00</b>	

I certify that this is a true and correct Tabulation of Bids received at 2:00 pm on November 13, 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, PE**  
**Engineering Division Manager**



# City of Broken Arrow

## Request for Action

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**File #:** 18-1390, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Approval of authorization to reject all bids for the Firing Range Tower foundation repair and find that rejection of the bids is in the best interest of the Citizens of Broken Arrow (Project No. 193036)

**Background:**

The Firing Range Tower is located at the Broken Arrow Police and Fire Training Facility at 4205 E. Omaha St. The tower is settling and beginning to lean to the east. A structural engineer was contracted to investigate the tower, provide a report with their findings and design a solution with construction documents to level the tower and prevent any additional settling or leaning in the future.

Bid documents were prepared and advertised on October 23<sup>rd</sup> and 30<sup>th</sup>, 2018. One bid was received and opened on November 13, 2018. Stronghand L.L.C. was the only bidder at \$63,500.00. The bid exceeds the available funds to construct.

**Cost:** \$0.00

**Funding Source:** Police Enhancement Fund - Fund 31

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

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

**Attachments:** Certified Bid Tabulation

**Recommendation:**

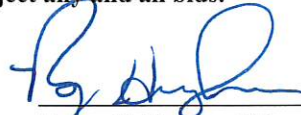
Reject all bids for the Firing Range Tower foundation repair and find that rejection is in the best interests of the Citizens of Broken Arrow (Project No. 193036).

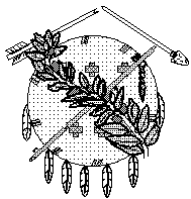
**BID TABULATION**  
**FIRING RANGE TOWER FOUNDATION REPAID**  
**PROJECT NO. 193019 BID NO. 19.122**

**BID OPENING NOVEMBER 13, 2018 AT 2:00 P.M. AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING**

Item # No.	Pay Item Description	Units	Quantity	Engineer's Estimate		Stronghand, LLC	
				Unit Cost	Extension	Unit Cost	Extension
1	Four (4) Micropile Design, Connection Detail and Installation and Concrete Repair	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 63,500.00	\$ 63,500.00
	<b>Total Base Bid</b>				<b>\$ 70,000.00</b>		<b>\$ 63,500.00</b>

I certify that this is a true and correct Tabulation of Bids received at 2:00 p.m. on November 13, 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, PE  
 Engineering Division Manager



# City of Broken Arrow

## Request for Action

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**File #:** 18-1380, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-18**

**Title:**

Approval of and authorization to issue a temporary sanitary sewer service and connection for the Milestone mixed use project job trailer, located on Callaway lot, east of the proposed site 305 North Main Street, Broken Arrow, Oklahoma

**Background:**

Cowen Construction is placing a job trailer on property east of the proposed Milestone mixed use facility at 305 N. Main. The property to the east will be used to stage the job trailer, materials and storage containers during construction of the proposed mixed use facility.

They are requesting a 3/4-inch water meter to connect to City water and requesting a sewer service line and tap to the City sanitary sewer system.

City staff have no objection or concern with water or sewer connection to City system. The connection to the City sewer system requires approval and authorization by Council prior to placement of service line or tap related to job trailers. The service line and tap will be installed per City requirements. The service line will be removed and the tap capped off at the completion of the mixed use facility construction and removal of the job trailer.

City staff recommends approval and authorization for Cowen Construction to connect to the City sanitary sewer system with their job trailer.

**Cost:** Applicable Tap and Inspection Fees

**Funding Source:** Applicant is responsible for costs

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

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

**Attachments:** Job Trailer Permit Application

**Recommendation:**

Approval and authorization for Cowen Construction to connect to the City sanitary sewer system with their job trailer.

**BROKEN ARROW***Where opportunity lives*

# **JOB TRAILER**

## **APPLICATION FOR PLAN EXAMINATION**

Application Number \_\_\_\_\_

Date Approved \_\_\_\_\_ By \_\_\_\_\_

Project Name Rose District Mixed UseJob Address 305 N Main St Zoning \_\_\_\_\_ County Tulsa

Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

**Meters**For City water, select size: domestic water meter size: ☒ 3/4" ☐ 1"**Sewer**City sewer request: ☒ Yes ☐ No**Requirements**

\$83.00 + OUBCC + \$2.00 data retention fee

(1) 8 1/2" x 11" Site/plot plan showing location of building project

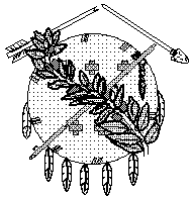
All contractors must be registered with the City of Broken Arrow**Trailer Data**Trailer Length 56 ft Width 24 ft Height \_\_\_\_\_ ft**Contractor Names**General Cowen Construction Phone # 918-582-2220Electrical Imajenus Phone # 918-357-8888**Authorization***I hereby certify that the proposed work is authorized by the owner of record.*Owner/Lessee Callaway Family Trust Phone # 918-505-9300 Fax # 918-286-7392Address 300 N Main St, Suite A City, State, Zip Broken Arrow, OK 74012Cell Phone # 918-845-5026 Email cody@callawaycm.comOwner Signature *[Signature]* Date 11/26/2018*I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws and jurisdiction.*Applicant Cowen Construction/Bridget Goodacre Phone # 918-582-2220 Fax # 918-584-8922Address 2200 S Utica Pl, Suite 100 City, State, Zip Tulsa, OK 74114Cell Phone # 918-637-4277 Email bridgetg@cowenconstruction.comApplicant Signature *[Signature]* Date 11.21.18PLEASE CALL Mike Cook WHEN PERMIT IS READY FOR PICK UP Phone # 918-924-8522**Restrictions**

-Permit conveys no right to occupy any street, alley, sidewalk or any part thereof, either temporarily or permanently.

-Encroachments on public property not specifically permitted under the building code must be approved at the jurisdiction.

-Connection to public sewer requires City Council approval.





# City of Broken Arrow

## Request for Action

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**File #:** 18-1354, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Acceptance of a Detention Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit A (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)

**Background:**

Pines at the Preserve, LLC is dedicating a detention easement for purposes of developing the Pines at the Preserve subdivision. The detention easement is shown as Exhibit A and is one of several easements being provided in association with this proposed subdivision.

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

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Detention Easement Dedication  
Exhibit A

**Recommendation:**

Accept the detention easement.

DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Pines at the Preserve, LLC the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Wagoner County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the public, forever, the following described property, to wit:

LEGAL DESCRIPTION

(See Attached Detention Easement Exhibit A)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing stormwater detention facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; the stormwater detention facilities and appurtenances located thereon shall be maintained and kept clear of debris by the grantor(s), and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

DATED this 31 day of October 2018.



Glenn Shaw, Manager

State of Oklahoma )  
 )ss.  
County of TULSA )

Before me, the undersigned Notary Public, in and for said County and State, on this 31<sup>ST</sup> day of October, 2018, personally appeared Glenn Shaw and \_\_\_\_\_ known to me to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he/she executed the same as his/her and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: 9-10-22

  
Notary Public

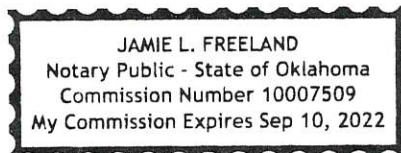
Approved as to Form:

  
Asst. City Attorney

Approved as to Substance:

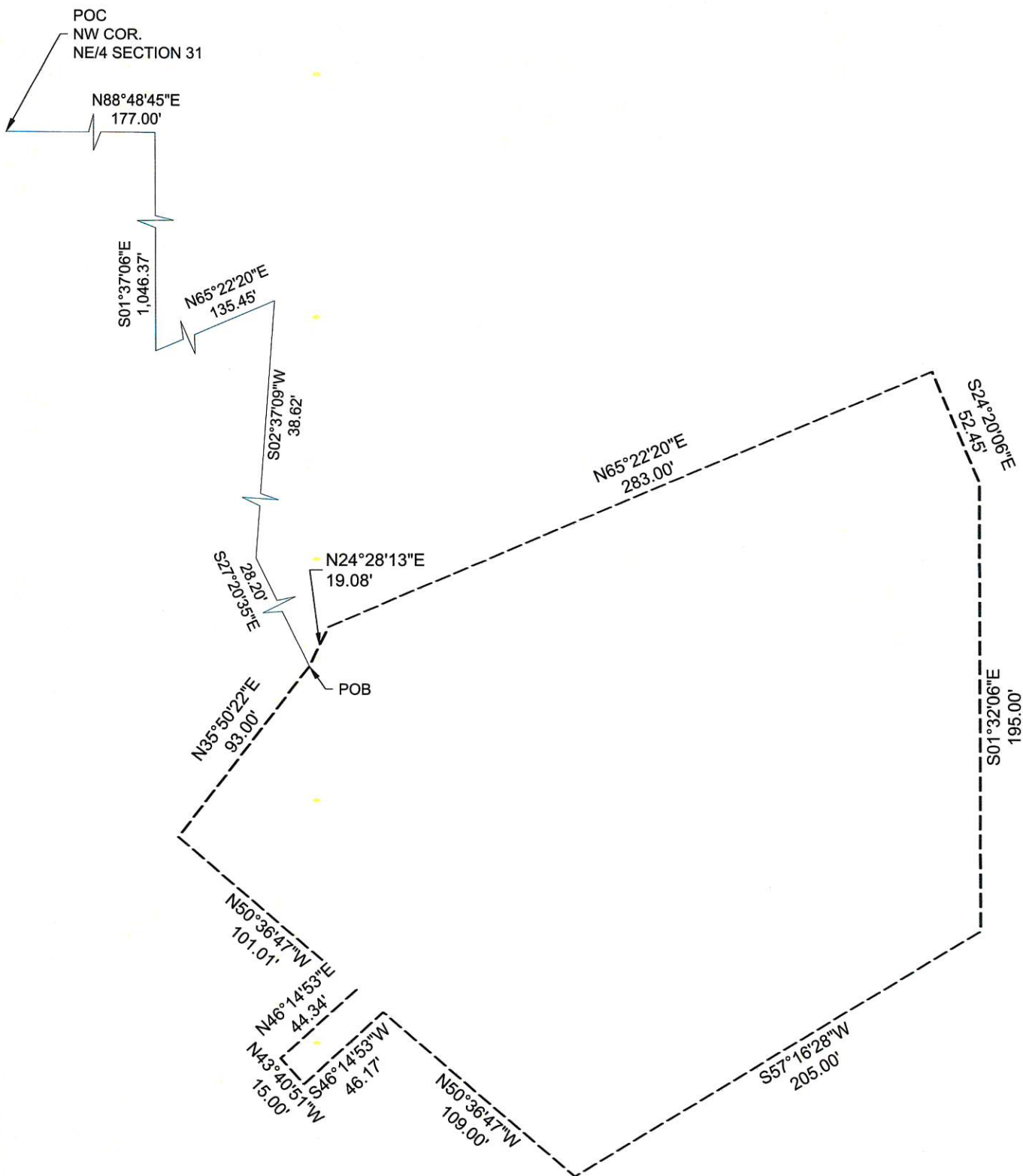
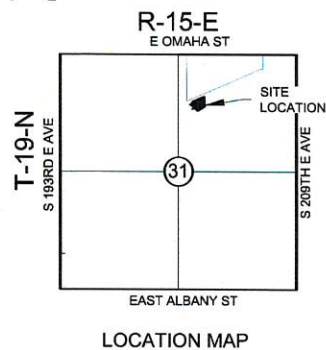
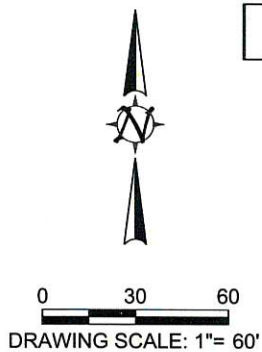
\_\_\_\_\_  
City Manager

Engineer  checked: 11-19-18  
Project:



# Detention Easement Exhibit A

(Page 1 of 2)



PLOT DATE: Mon, 29 Oct 2018 FILE: P:\1915\31-THE PRESERVE\NEW BEDFORD OFFSITE EASEMENT EXHIBITS

# Detention Easement

## Exhibit A

(Page 2 of 2)


A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

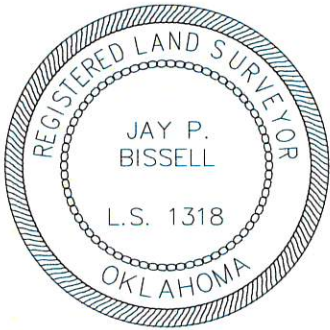
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, THENCE NORTH 88°48'45" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, A DISTANCE OF 177.00 FEET; THENCE SOUTH 01°37'06" EAST A DISTANCE OF 1,046.37 FEET; THENCE NORTH 65°22'20" EAST A DISTANCE OF 135.45 FEET; THENCE SOUTH 02°37'09" WEST A DISTANCE OF 38.62 FEET; THENCE SOUTH 27°20'35" EAST A DISTANCE OF 28.20 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 24°28'13" EAST A DISTANCE OF 19.08 FEET; THENCE NORTH 65°22'20" EAST A DISTANCE OF 283.00 FEET; THENCE SOUTH 24°20'06" EAST A DISTANCE OF 52.45 FEET; THENCE SOUTH 01°32'06" EAST A DISTANCE OF 195.00 FEET; THENCE SOUTH 57°16'28" WEST A DISTANCE OF 205.00 FEET; THENCE NORTH 50°36'47" WEST A DISTANCE OF 109.00 FEET; THENCE SOUTH 46°14'53" WEST A DISTANCE OF 46.17 FEET; THENCE NORTH 43°40'51" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 46°14'53" EAST A DISTANCE OF 44.34 FEET; THENCE NORTH 50°36'47" WEST A DISTANCE OF 101.01 FEET; THENCE NORTH 35°50'22" EAST A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING.

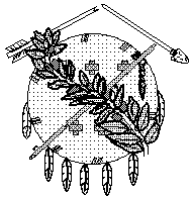
SAID TRACT CONTAINS 74,314 SQUARE FEET OR 1.71 ACRES, MORE OR LESS.

### REAL PROPERTY CERTIFICATION

I, JAY P. BISSELL, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

 10/29/2018  
\_\_\_\_\_  
JAY P. BISSELL  
OKLAHOMA PLS NO. 1318





# City of Broken Arrow

## Request for Action

---

**File #:** 18-1355, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Acceptance of a Detention Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit B (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)

**Background:**

Pines at the Preserve, LLC is dedicating a detention easement for purposes of developing the Pines at the Preserve subdivision. The detention easement is shown as Exhibit B and is one of several easements being provided in association with this proposed subdivision.

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

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Detention Easement Dedication  
Exhibit B

**Recommendation:**

Accept the detention easement.

DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Pines at the Preserve, LLC the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Wagoner County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the public, forever, the following described property, to wit:

LEGAL DESCRIPTION  
(See Attached Detention Easement Exhibit B)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing stormwater detention facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; the stormwater detention facilities and appurtenances located thereon shall be maintained and kept clear of debris by the grantor(s), and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

DATED this 31 day of October 20 18.



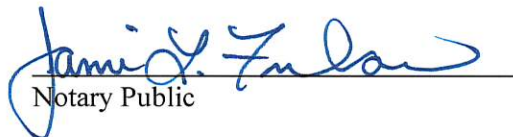
Glenn Shaw, Manager

State of Oklahoma       )  
  )ss.  
County of TULSA )

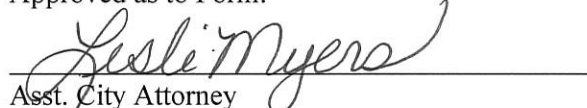
Before me, the undersigned Notary Public, in and for said County and State, on this 31 day of October, 2018, personally appeared Glenn Shaw and \_\_\_\_\_ known to me to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he/she executed the same as his/her and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: 9-10-22

  
Notary Public

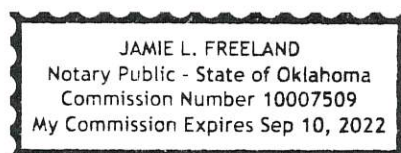
Approved as to Form:

  
Asst. City Attorney

Approved as to Substance:

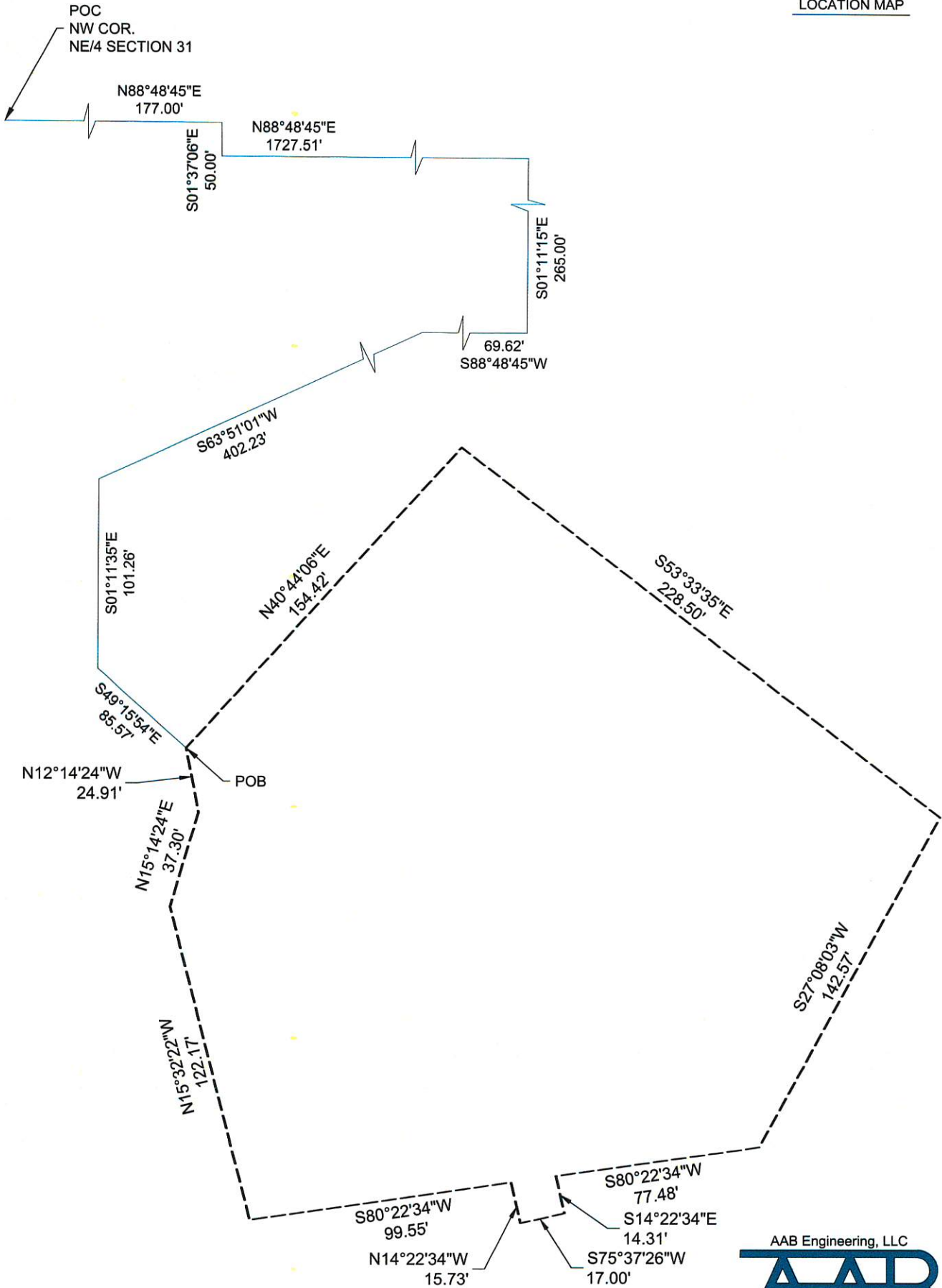
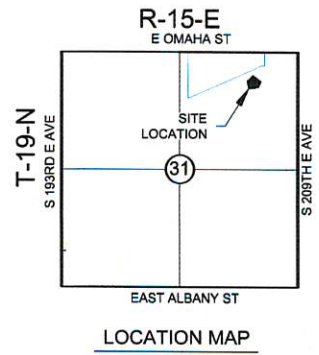
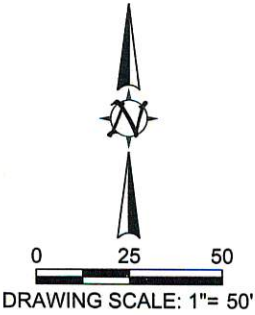
\_\_\_\_\_  
City Manager

Engineer  checked: 11-19-18  
Project:



# Detention Easement Exhibit B

(Page 1 of 2)



PLOT DATE: Mon, 29 Oct 2018 FILE: P:\191531-THE PRESERVE\NEW BEDFORD OFFSITE EASEMENT EXHIBITS

AAB Engineering, LLC

Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063  
OK CA#8318 Exp. June 30, 2020  
KS CA#2252 Exp. Dec. 31, 2018  
Office: (918) 514-4283 Fax: (918) 514-4288

# Detention Easement Exhibit B

(Page 2 of 2)

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, THENCE NORTH 88°48'45" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, A DISTANCE OF 177.00 FEET; THENCE SOUTH 01°37'06" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 88°48'45" EAST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31 A DISTANCE OF 1727.51 FEET; THENCE SOUTH 01°11'15" EAST A DISTANCE OF 265.00 FEET; THENCE SOUTH 88°48'45" WEST A DISTANCE OF 69.62 FEET; THENCE SOUTH 63°51'01" WEST A DISTANCE OF 402.23 FEET; THENCE SOUTH 01°11'35" EAST A DISTANCE OF 101.26 FEET; THENCE SOUTH 49°15'54" EAST A DISTANCE OF 85.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40°44'06" EAST A DISTANCE OF 154.42 FEET; THENCE SOUTH 53°33'35" EAST A DISTANCE OF 228.50 FEET; THENCE SOUTH 27°08'03" WEST A DISTANCE OF 142.57 FEET; THENCE SOUTH 80°22'34" WEST A DISTANCE OF 77.48 FEET; THENCE SOUTH 14°22'34" EAST A DISTANCE OF 14.31 FEET; THENCE SOUTH 75°37'26" WEST A DISTANCE OF 17.00 FEET; THENCE N 14°22'34" WEST A DISTANCE OF 15.73 FEET; THENCE SOUTH 80°22'34" WEST A DISTANCE OF 99.55 FEET; THENCE NORTH 15°32'22" WEST A DISTANCE OF 122.17 FEET; THENCE NORTH 15°14'24" EAST A DISTANCE OF 37.30 FEET; THENCE NORTH 12°14'24" WEST A DISTANCE OF 24.91 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 55,041 SQUARE FEET OR 1.26 ACRES, MORE OR LESS.

## REAL PROPERTY CERTIFICATION

I, JAY P. BISSELL, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

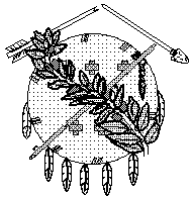
*Jay P. Bissell 10/29/2018*

JAY P. BISSELL

OKLAHOMA PLS NO. 1318



AAB Engineering, LLC  
**AAB**  
Engineering • Surveying • Land Planning  
PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2020  
KS CA#2282 Exp: Dec 31, 2018  
Office: (918) 514-4283 Fax: (918) 514-4288



# City of Broken Arrow

## Request for Action

---

**File #:** 18-1356, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Acceptance of a Utility Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit A (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)

**Background:**

Pines at the Preserve, LLC is dedicating a utility easement for purposes of developing the Pines at the Preserve subdivision. The utility easement is shown as Exhibit A and is one of several easements being provided in association with this proposed subdivision.

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

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Utility Easement Dedication  
Exhibit A

**Recommendation:**

Accept the utility easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Pines at the Preserve, LLC the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Wagoner County, State of Oklahoma to wit:

LEGAL DESCRIPTION  
(See Attached Utility Easement Exhibit A)

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 31 day of October 2018.

  
Glenn Shaw, Manager

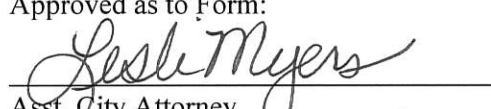
State of Oklahoma       )  
  ) ss.  
County of TULSA       )

Before me, the undersigned, a Notary Public within and for said County and State, on this 31 day of October 2018, personally appeared Glenn Shaw to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

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

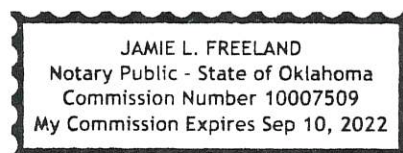
My Commission expires: 9-10-22

  
Notary Public

Approved as to Form:  
  
Asst. City Attorney

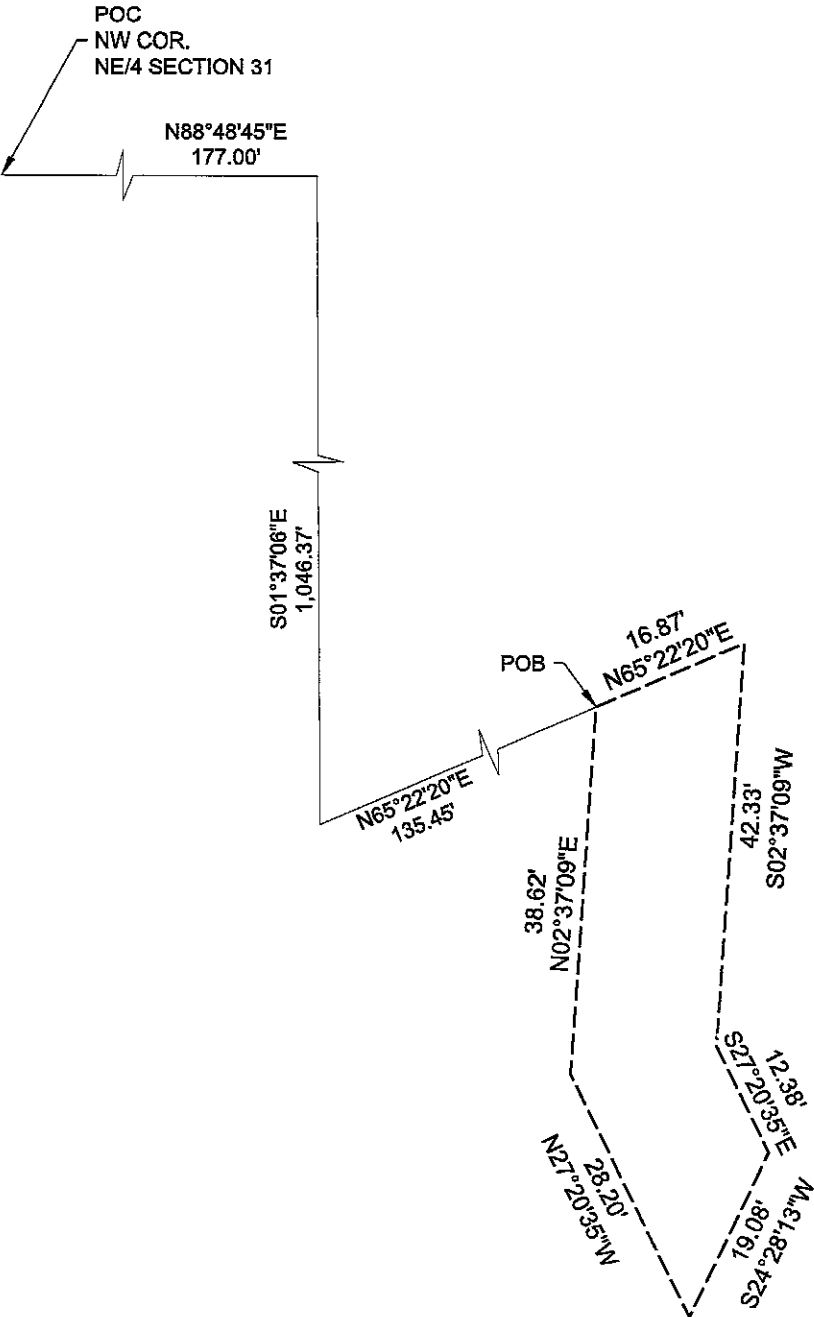
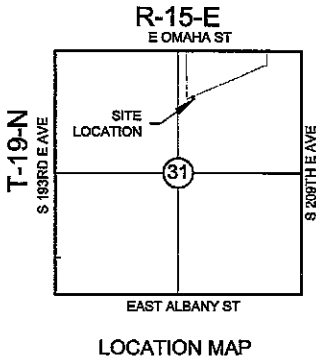
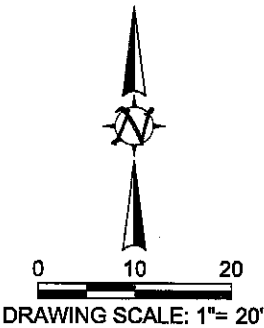
Approved as to Substance:  
\_\_\_\_\_  
City Manager

Engineer: AD checked: 11-19-18  
Project:



# Utility Easement Exhibit A

(Page 1 of 2)



# Utility Easement

## Exhibit A

(Page 2 of 2)

A TRACT OF LAND FIFTEEN (15) FEET IN WIDTH, BEING PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, THENCE NORTH 88°48'45" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, A DISTANCE OF 177.00 FEET; THENCE SOUTH 01°37'06" EAST A DISTANCE OF 1,046.37 FEET; THENCE NORTH 65°22'20" EAST A DISTANCE OF 135.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 65°22'20" EAST A DISTANCE OF 16.87 FEET; THENCE SOUTH 02°37'09" WEST A DISTANCE OF 42.33 FEET; SOUTH 27°20'35" EAST A DISTANCE OF 12.38 FEET; THENCE SOUTH 24°28'13" WEST A DISTANCE OF 19.08 FEET; THENCE NORTH 27°20'35" WEST A DISTANCE OF 28.20 FEET; THENCE NORTH 02°37'09" EAST A DISTANCE OF 38.62 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 911 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

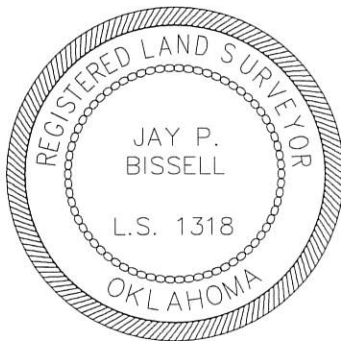
### REAL PROPERTY CERTIFICATION

I, JAY P. BISSELL, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

 10/22/2018

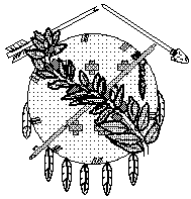
JAY P. BISSELL

OKLAHOMA PLS NO. 1318



AAB Engineering, LLC

**AAB**  
Engineering • Surveying • Land Planning  
PO Box 2136 Sand Springs, OK 74063  
OK CARS18 Exp: June 30, 2020  
KS CARS2292 Exp: Dec. 31, 2018  
Office: (918) 514-4283 Fax: (918) 514-4288



# City of Broken Arrow

## Request for Action

---

**File #:** 18-1357, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Acceptance of a Utility Easement from Pines at the Preserve, LLC on a portion of unplatted property approximately one-quarter mile south of Omaha Street, one-half mile west of 37th Street, shown as Exhibit B (Section 31, T19N, R15E) (Pines at the Preserve Subdivision)

**Background:**

Pines at the Preserve, LLC is dedicating a utility easement for purposes of developing the Pines at the Preserve subdivision. The utility easement is shown as Exhibit B and is one of several easements being provided in association with this proposed subdivision.

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

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Utility Easement Dedication  
Exhibit B

**Recommendation:**

Accept the utility easement.

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Pines at the Preserve, LLC the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Wagoner County, State of Oklahoma to wit:

LEGAL DESCRIPTION

(See Attached Utility Easement Exhibit B)

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1<sup>st</sup> day of November 2018.

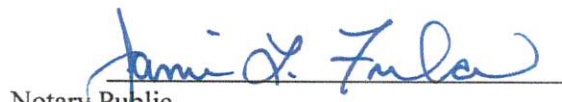
  
\_\_\_\_\_  
Glenn Shaw, Manager

State of Oklahoma )  
 ) ss.  
County of TULSA )

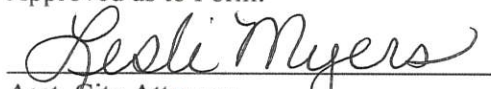
Before me, the undersigned, a Notary Public within and for said County and State, on this 1 day of November 2018, personally appeared Glenn Shaw to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

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

My Commission expires: 9-10-22


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

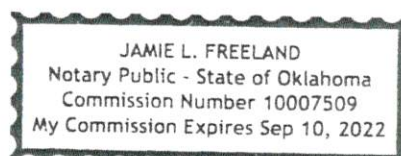
Approved as to Form:

  
\_\_\_\_\_  
Asst. City Attorney

Approved as to Substance:

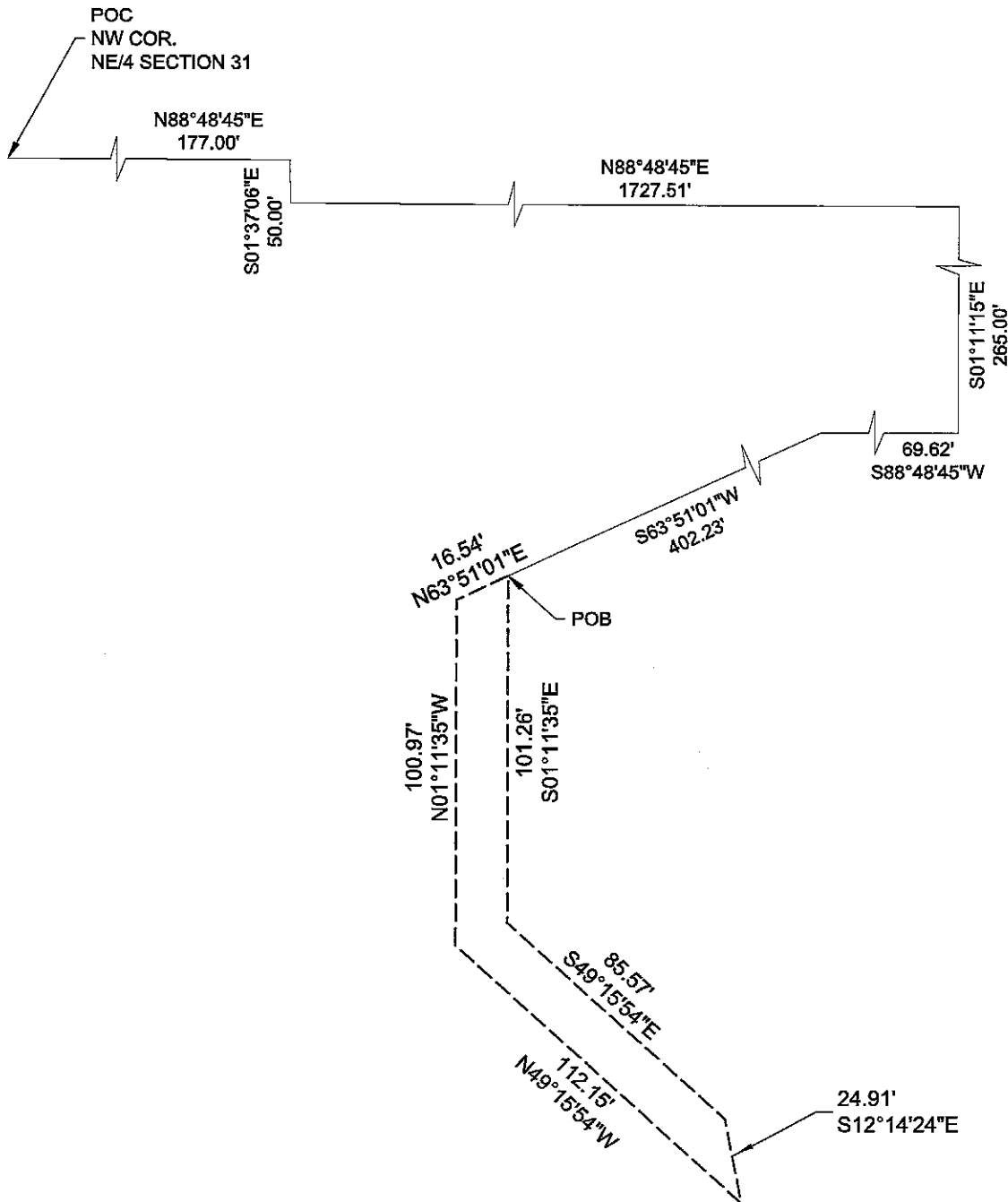
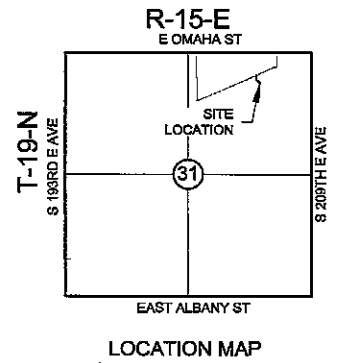
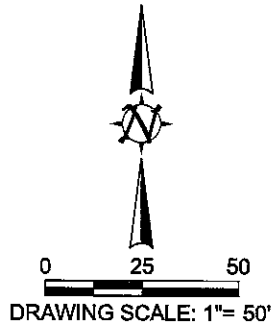
\_\_\_\_\_  
City Manager

Engineer:  checked: 11-18-18  
Project:



# Utility Easement Exhibit B

(Page 1 of 2)



# Utility Easement Exhibit B

(Page 2 of 2)

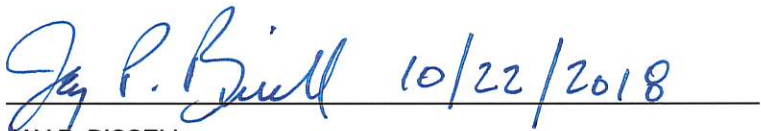
A TRACT OF LAND FIFTEEN (15) FEET IN WIDTH, BEING PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, THENCE NORTH 88°48'45" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, A DISTANCE OF 177.00 FEET; THENCE SOUTH 01°37'06" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 88°48'45" EAST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31 A DISTANCE OF 1727.51 FEET; THENCE SOUTH 01°11'15" EAST A DISTANCE OF 265.00 FEET; THENCE SOUTH 88°48'45" WEST A DISTANCE OF 69.62 FEET; THENCE SOUTH 63°51'01" WEST A DISTANCE OF 402.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°11'35" EAST A DISTANCE OF 101.26 FEET; THENCE SOUTH 49°15'54" EAST A DISTANCE OF 85.57 FEET; SOUTH 12°14'24" EAST A DISTANCE OF 24.91 FEET; THENCE NORTH 49°15'54" WEST A DISTANCE OF 112.15 FEET; THENCE NORTH 01°11'35" WEST A DISTANCE OF 100.97 FEET; THENCE NORTH 63°51'01" EAST A DISTANCE OF 16.54 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,000 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

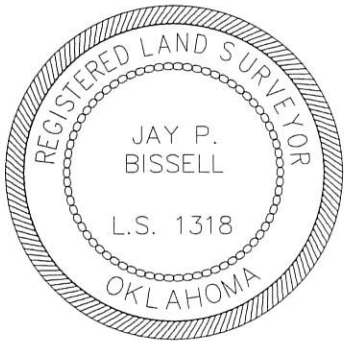
### REAL PROPERTY CERTIFICATION

I, JAY P. BISSELL, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

 10/22/2018

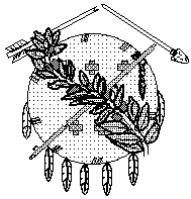
JAY P. BISSELL

OKLAHOMA PLS NO. 1318



AAB Engineering, LLC

**AAB**  
Engineering • Surveying • Land Planning  
PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2020  
KS CA#2292 Exp: Dec. 31, 2016  
Office: (918) 514-4283 Fax: (918) 514-4288



# City of Broken Arrow

## Request for Action

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**File #:** 18-1359, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Acceptance of a Deed of Dedication from Terry Toomey and Carol Toomey on a portion of unplatted property north and east of the northeast corner of Albany Street and 51st Street (Evans Road), shown as Exhibit B (Section 33, T19N, R14E)

**Background:**

BAZ-2014, a request to change the zoning on property located north and east of the northeast corner of Albany Street and 51<sup>st</sup> Street (Evans Road) from A-1 to RS-2, was approved by the City Council on November 20, 2018. BAZ-2014 was approved subject to right-of-way and utility easements being dedicated along 51<sup>st</sup> Street (Evans Road) in accordance with the Subdivision Regulations.

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

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Deed of Dedication  
Exhibit B

**Recommendation:**

Accept the deed of dedication.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A" B

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

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

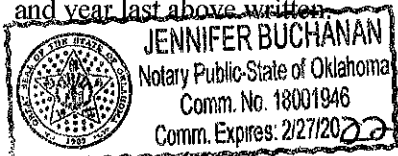
DATED this 13 day of NOVEMBER 20 18.

Carol F. Toomey

State of Oklahoma )  
 ) ss.  
County of \_\_\_\_\_)

Before me, the undersigned, a Notary Public within and for said County and State, on 13 day of November, 20 18, personally appeared Terry Toomey and Carol Toomey to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

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



My Commission Expires: 2-27-2022

Jennifer Buchanan  
Notary Public

Approved as to Form:

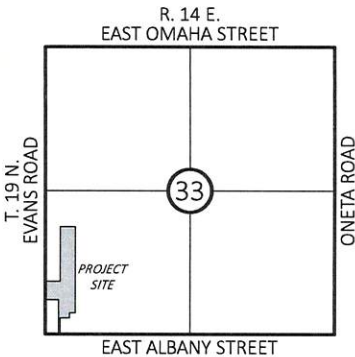
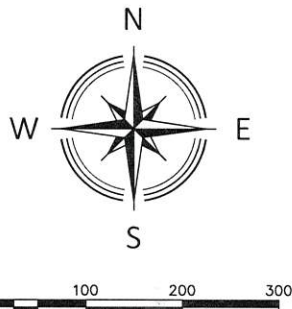
  
Asst. City Attorney

Approved as to Substance:

\_\_\_\_\_  
Mayor

Engineer \_\_\_\_\_ Checked: \_\_\_\_\_ Project:

EXHIBIT "B"  
50' DEDICATION



LOCATION MAP

A tract of land located in the Southwest Quarter (SW/4) of Section Thirty-Three (33), Township Nineteen (19) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government Survey thereof, and being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4; Thence North 01°24'21" West and along the West line of said SW/4, for a distance of 634.50 feet to the POINT OF BEGINNING; Thence continuing North 01°24'21" West and along said West line, for a distance of 340.52 feet; Thence North 88°47'29" East and parallel with the South line of said SW/4, for distance of 50.00 feet; Thence South 01°24'21" East and parallel with said West line, for a distance of 340.86 feet; Thence South 89°11'20" West, for a distance of 50.00 feet to the POINT OF BEGINNING.

OWNERS:  
TERRY TOOMEY  
PARCEL ID:  
301333-000002-001000

PROPERTY ADDRESS:  
5881 SOUTH 225th EAST AVENUE

STATEMENT OF BEARINGS  
Basis of Bearings: Oklahoma State Plane Coordinate  
System North Zone, 3501, NAD 83 (1993)

Nathaniel J. Reed  
Oklahoma P.L.S. #1744

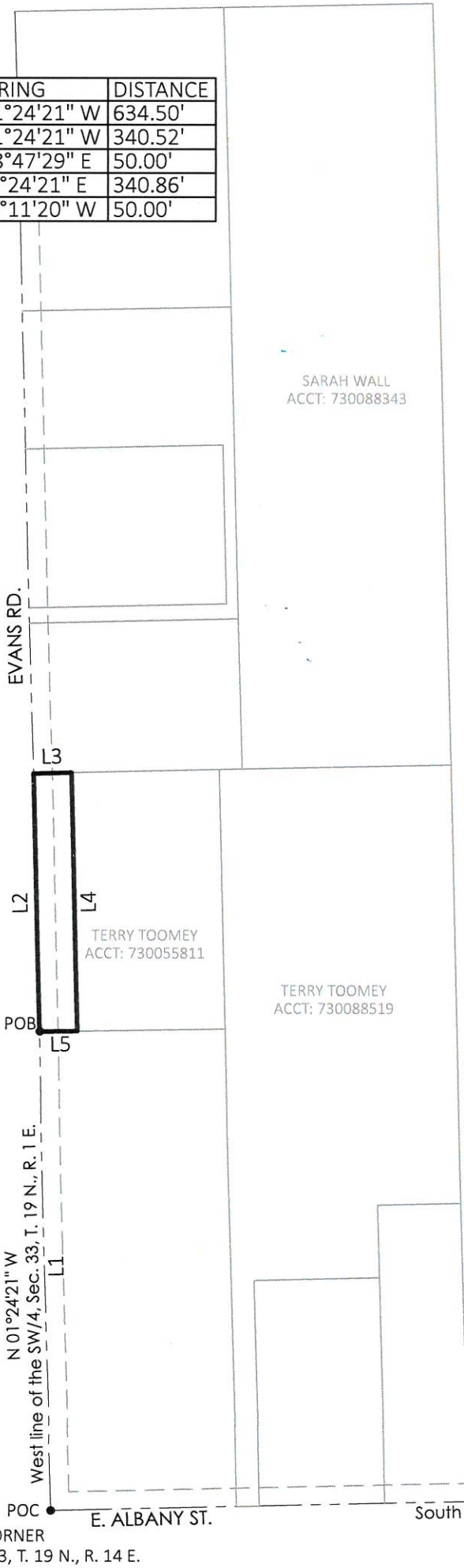
9.13.2018  
Date

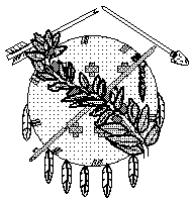
City of Broken Arrow

SEP 17 2018  
LEGEND

POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT

LINE	BEARING	DISTANCE
L1	N 01°24'21" W	634.50'
L2	N 01°24'21" W	340.52'
L3	N 88°47'29" E	50.00'
L4	S 01°24'21" E	340.86'
L5	S 89°11'20" W	50.00'





# City of Broken Arrow

## Request for Action

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**File #:** 18-1358, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Acceptance of a Utility Easement from Terry Toomey and Carol Toomey on a portion of unplatted property north and east of the northeast corner of Albany Street and 51st Street (Evans Road), shown as Exhibit C (Section 33, T19N, R14E)

**Background:**

BAZ-2014, a request to change the zoning on property located north and east of the northeast corner of Albany Street and 51<sup>st</sup> Street (Evans Road) from A-1 to RS-2, was approved by the City Council on November 20, 2018. BAZ-2014 was approved subject to right-of-way and utility easements being dedicated along 51<sup>st</sup> Street (Evans Road) in accordance with the Subdivision Regulations.

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

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Utility Easement Dedication  
Exhibit C

**Recommendation:**

Accept the utility easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: 1

That the undersigned, TERRY TOOMEY & CAROL TOOMEY the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONA County, State of Oklahoma to wit:

SEE EXHIBIT C

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 13 day of November 2018.

State of Oklahoma )  
 ) ss.  
County of \_\_\_\_\_ )

Terry L. Toomey  
Carol J. Toomey

Before me, the undersigned, a Notary Public within and for said County and State, on this 13 day of November, 2018, personally appeared Terry Toomey & Carol Toomey who me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

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

My Commission expires: 2-27-2022  
Jenifer Buchanan  
Notary Public

Approved as to Form:  
Leslie Myers  
Asst. City Attorney

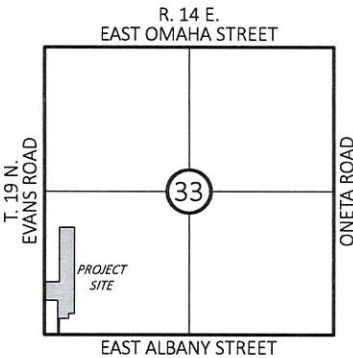
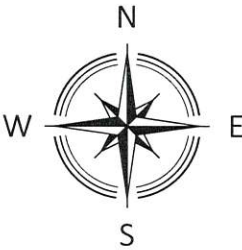
Approved as to Substance:

\_\_\_\_\_  
City Manager

Engineer: Ⓡ checked: 11-12-18  
Project:



EXHIBIT "C"  
17.5' UTILITY EASEMENT



LOCATION MAP

A tract of land located in the Southwest Quarter (SW/4) of Section Thirty-Three (33), Township Nineteen (19) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government Survey thereof, and being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4; Thence North 01°24'21" West and along the West line of said SW/4, for a distance of 634.50 feet; Thence North 89°11'20" East, for a distance of 50.00 feet to the POINT OF BEGINNING; Thence North 01°24'21" West and parallel with said West line, for a distance of 340.86 feet; Thence North 88°47'29" East and parallel with the South line of said SW/4, for distance of 17.50 feet; Thence South 01°24'21" East and parallel with said West line, for a distance of 340.98 feet; Thence South 89°11'20" West, for a distance of 17.50 feet to the POINT OF BEGINNING.

LINE	BEARING	DISTANCE
L1	N 01°24'21" W	634.50'
L2	N 89°11'20" E	50.00'
L3	N 01°24'21" W	340.86'
L4	N 88°47'29" E	17.50'
L5	S 01°24'21" E	340.98'
L6	S 89°11'20" W	17.50'

EVANS RD.

L4

L3

TERRY TOOMEY  
ACCT: 730055811

POB

L2 L6

TERRY TOOMEY  
ACCT: 730088519

N 01°24'21" W  
West line of the SW/4, Sec. 33, T. 19 N., R. 1 E.

POC

E. ALBANY ST.

SW CORNER  
SEC. 33, T. 19 N., R. 14 E.

OWNERS:  
TERRY TOOMEY  
PARCEL ID:  
301333-000002-001000

PROPERTY ADDRESS:  
5881 SOUTH 225th EAST AVENUE

STATEMENT OF BEARINGS  
Basis of Bearings: Oklahoma State Plane Coordinate  
System North Zone, 3501, NAD 83 (1993)

Nathaniel J. Reed  
Oklahoma P.L.S. #1744  
Date 09-13-2018

S 88°47'29" W  
South line of the SW/4, Sec. 33, T. 19 N., R. 1 E.

SEP 17 2018

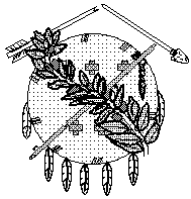
LEGEND

POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT



**HARDEN & ASSOCIATES**  
SURVEYING AND MAPPING, PC  
5807 South Garnett Road, Suite K, (918) 234-4859 Office  
Tulsa, Oklahoma 74146 (918) 893-5552 Fax  
Certificate of Authorization No. 4656 Expires June 30, 2019

PARCEL: 1.2	PROJECT No.: 171023
DRAWING: PARCEL 1.2	DATE: SEPTEMBER 2018
REVISION:	DRAWN: JLN
	SCALE: 1:200'
	CHECKED: NJR
	SHEET NO.: 1 OF 1



# City of Broken Arrow

## Request for Action

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**File #: 18-1377, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12-04-2018**

**Title:**

Approval of (Planned Unit Development) PUD-283 and BAZ-2015 (Rezoning), Dollar General Broken Arrow, 2.00 acres, A-CH to CG, located west of the southwest corner of Aspen Avenue and Omaha Street

**Background:**

Planned Unit Development (PUD)-283 and BAZ-2015 involve a 2.00 acre undeveloped tract located west of the southwest corner of Aspen Avenue and Omaha Street. Applicant is requesting that the zoning on the unplatted property be changed from A-CH (Annexed-Commercial Heavy) to CG (Commercial General). A preliminary plat, Dollar General Broken Arrow, has been submitted and is being reviewed for the December 6, 2018 Planning Commission meeting.

This property was annexed into the City of Broken Arrow by Ordinance No. 1670 on October 7, 1991. With PUD-283, applicant is proposing to develop a Dollar General on the site. The conceptual layout submitted with the PUD-283 shows the proposed location of the building, driveways and parking.

PUD-283 is proposed to be developed in accordance with the CG development standards with the following modifications:

- Screening shall not be required along the eastern and southern property lines
- A single access point will be permitted to the site via a drive separated from the existing drive to the west by not less than 200' measured centerline to centerline
- Water is available from the City of Broken Arrow. Sanitary sewer is available from both City of Broken Arrow and City of Tulsa
- Site lighting shall conform to the Broken Arrow Zoning Ordinance with the exception that light poles will be allowed within utility easements abutting street rights-of-way. A note shall be placed on the face of the site plan stating "Property owner(s) assumes all liability and replacement responsibilities for any damage to light poles placed in utility easements." Through the platting process, the applicant intends to provide a mutual access easement to allow future developments to the east to utilize the drive.

In their meeting of November 15, 2018, the Planning Commission recommended approval (4-0 vote) of PUD-283 & BAZ-2015 per Staff recommendation. Staff recommended approval of PUD-283 and BAZ-2015 subject to the property being platted, all wall-pak lighting shall be equipped with shield to direct light downward and all freestanding signs will have a monument type base of the same masonry material as the principle building. No one spoke on this item.

**Cost:** \$0

**Funding Source:** None

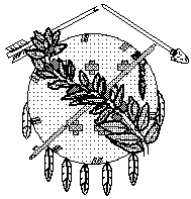
**Requested By:** Michael Skates, Development Services Director

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

**Attachments:** Planning Commission Fact Sheet  
Case map  
Aerial photo  
Comprehensive Plan  
Ordinance No. 1670  
PUD-283 design statement

**Recommendation:**

Approve PUD-283 & BAZ-2015 per Planning Commission and Staff recommendation.



# City of Broken Arrow

## Request for Action

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**File #: 18-1313, Version: 1**

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**Broken Arrow Planning Commission  
11-15-2018**

**To:** Chairman and Commission Members  
**From:** Development Services Department  
**Title:** Public hearing, consideration, and possible action regarding PUD-283 (Planned Unit Development) and BAZ-2015 (Rezoning), Dollar General Broken Arrow, 2.00 acres, A-CH to CG, located west of the southwest corner of Aspen Avenue and Omaha Street

**Background:**

**Applicant:** AAB Engineering, LLC  
**Owner:** James Morrow  
**Developer:** Dollar General  
**Engineer:** AAB Engineering, LLC  
**Location:** West of the southwest corner of Aspen Avenue and Omaha Street  
**Size of Tract** 2.00 acres  
**Present Zoning:** A-CH  
**Proposed Zoning:** CG  
**Comp Plan:** Level 6 (Regional Employment/Commercial)

Planned Unit Development (PUD)-283 and BAZ-2015 involve a 2.00 acre undeveloped tract located west of the southwest corner of Aspen Avenue and Omaha Street. Applicant is requesting that the zoning on the unplatted property be changed from A-CH (Annexed-Commercial Heavy) to CG (Commercial General). A preliminary plat, Dollar General Broken Arrow, has been submitted and is being reviewed for the December 6, 2018 Planning Commission meeting.

This property was annexed into the City of Broken Arrow by Ordinance No. 1670 on October 7, 1991. With PUD-283, applicant is proposing to develop a Dollar General on the site. The conceptual layout submitted with the PUD-283 shows the proposed location of the building, driveways and parking.

PUD-283 is proposed to be developed in accordance with the CG development standards with the following modifications:

- Screening shall not be required along the eastern and southern property lines
- A single access point will be permitted to the site via a drive separated from the existing drive to the west by not less than 200' measured centerline to centerline
- Water is available from the City of Broken Arrow. Sanitary sewer is available from both City of Broken

Arrow and City of Tulsa

- Site lighting shall conform to the Broken Arrow Zoning Ordinance with the exception that light poles will be allowed within utility easements abutting street rights-of-way. A note shall be placed on the face of the site plan stating “Property owner(s) assumes all liability and replacement responsibilities for any damage to light poles placed in utility easements.” Through the platting process, the applicant intends to provide a mutual access easement to allow future developments to the east to utilize the drive.

#### SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

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

Location	Development Guide	Zoning	Land Use
North	City of Tulsa	CS	Undeveloped
East	Level 6	A-CH	Undeveloped
South	Level 6	A-CH	Undeveloped
West	Level 3	RM/PUD-177C	Creekside Apartments

According to the FEMA Maps, none of this property is located in the 100 year floodplain. Water service is available from the City of Broken Arrow. Sanitary Sewer from the City of Broken Arrow is available west of the property within the Creekside Apartment complex. If an easement can be obtained, this sewer will be extended to provide service to the property. If an easement is not attainable then a connection can be made to the City of Tulsa sanitary sewer located north of Omaha Street.

The property associated with PUD-283 and BAZ-2015 is shown in the Comprehensive Plan as Level 6. The CG zoning requested with BAZ-2015 and incorporated into PUD-283 is considered to be in conformance with the Comprehensive Plan in Level 6.

**Attachments:** Case map  
Aerial photo  
Comprehensive Plan  
Ordinance No. 1670  
PUD-283 Design Statement

#### **Recommendation:**

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-283 and BAZ-2015 be approved, subject to the following:

1. The property being platted.
2. All wall-pak lighting shall be equipped with shield to direct light downward.
3. All freestanding signs will have a monument type base of the same masonry material as the principle building.

**Reviewed By:** Larry R. Curtis

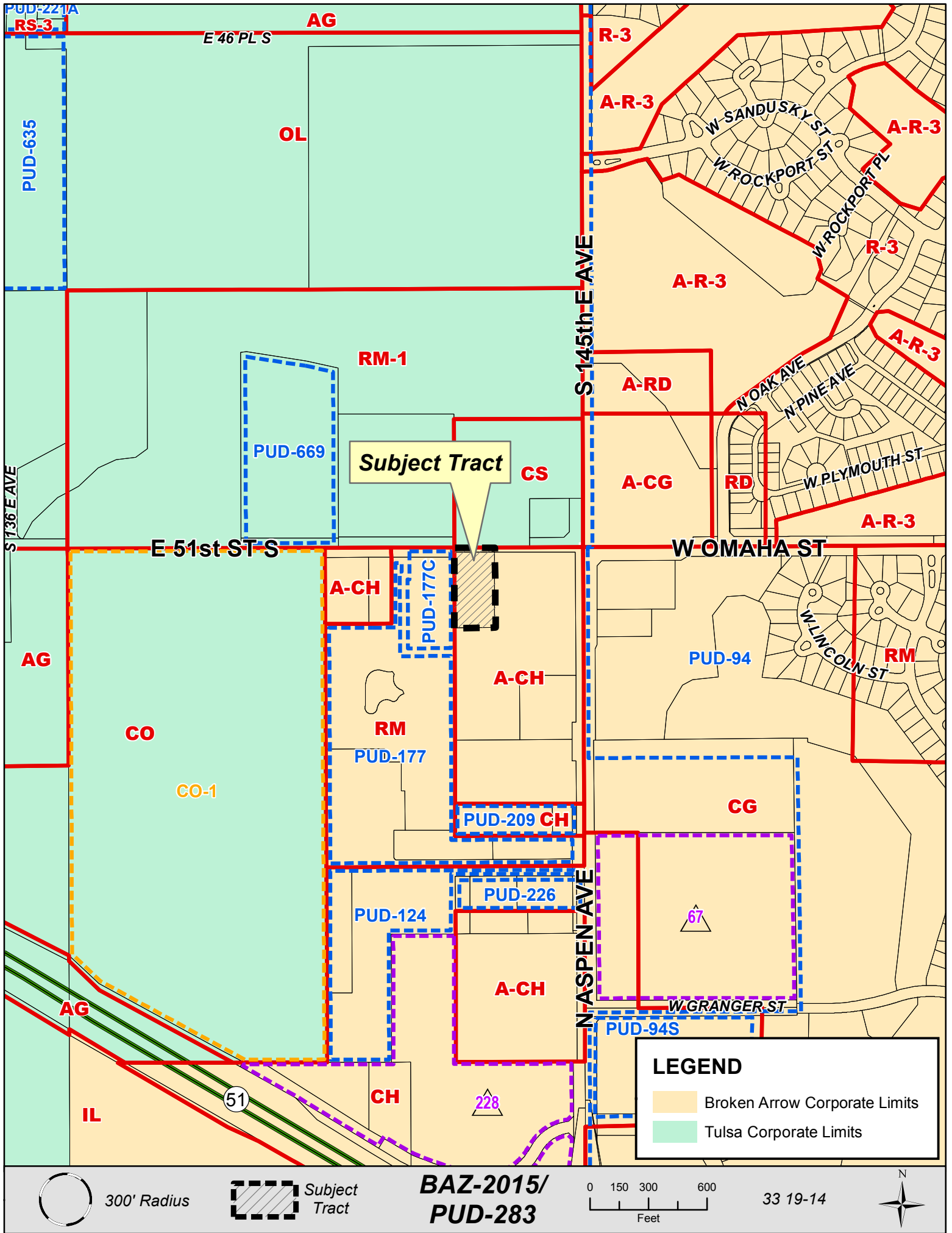
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**File #: 18-1313, Version: 1**

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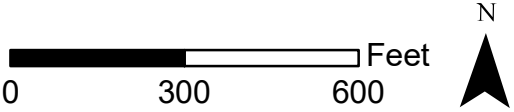
**Approved By: Michael W. Skates**

ALY





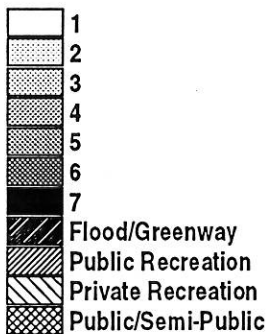
PUD-283 & BAZ-2015  
Dollar General Broken Arrow



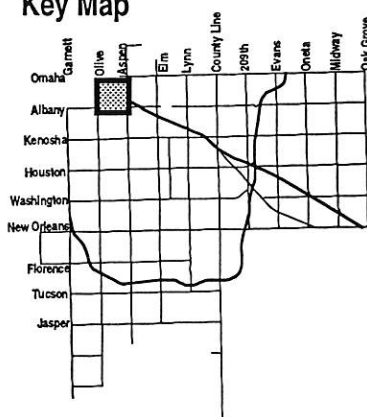
### Omaha/Aspen/Albany/Olive (Section 33-19-14)

Level 6 designations are given to this section based mostly on zoning and high level of traffic and traffic carrying capacity. Two tracts on Albany are zoned O-3. This zoning is lower than could be allowed by Level 6 designation, however, all surrounding tracts are zoned in accordance with a Level 6 designation.

#### LUIS Classification



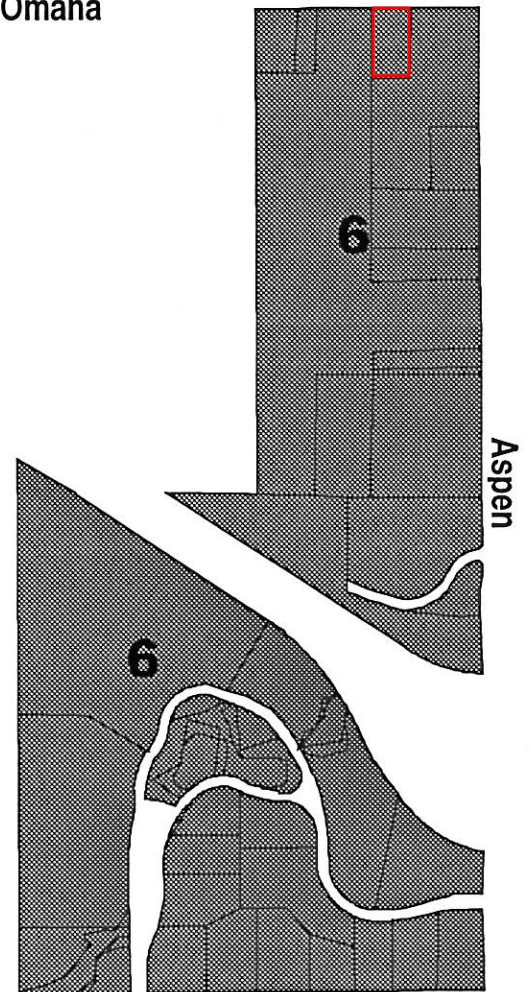
#### Key Map



Olive

PUD-283 & BAZ-2015

Omaha



Albany

ORDINANCE NO. 1670

AN ORDINANCE ANNEXING A CERTAIN CONTIGUOUS TRACT OF LAND FORMING A PART OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, OKLAHOMA, TO THE CITY LIMITS OF THE CITY OF BROKEN ARROW, OKLAHOMA, GRANTING AN AC-5 ZONING CLASSIFICATION, ADOPTING A SERVICE PLAN, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE BROKEN ARROW CITY COUNCIL:

Section I: That the following described tract of land lying adjacent to the present corporate limits of the City of Broken arrow, to-wit:

The East half (E/2) of the Northeast quarter (NE/4) Section 33, Township 19 North, Range 14 East, in Tulsa County, Oklahoma, less the North 24.75 feet thereof,

be and the same is hereby annexed to the City of Broken Arrow, Oklahoma, and the corporate limits of said City are hereby extended to include the above described tract of land. After the effective date of this ordinance, all property located therein, and all persons residing or otherwise occupying the land shall be subject to the jurisdiction of this City and all laws made pursuant thereto. The land shall be assigned AC-5 zoning. City Council expressly finds that all requirements of 11 O.S. §21-103 have been fully complied with in advance of the issuance of this ordinance.

SECTION II: Police, fire, and zoning services shall be extended immediately upon annexation. Utilities shall be extended during the normal development process, with sewer services being provided from the South and water services being provided from the East.

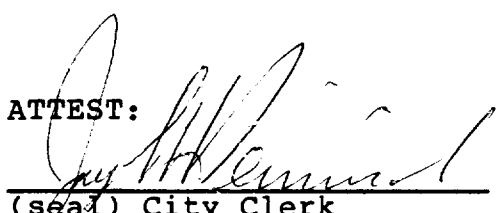
SECTION III: Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

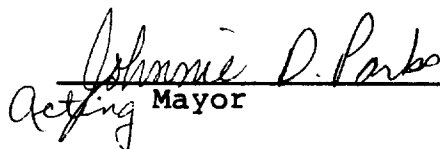
SECTION IV: An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon  
separately this 7<sup>th</sup> day of October, 1991.

DATED this 7<sup>th</sup> day of October, 1991.

ATTEST:

  
(seal) City Clerk

  
Acting Mayor

APPROVED:

  
City Attorney

# **Dollar General Aspen and Omaha**

## **Planned Unit Development #283**

### **Submitted**

**November 8, 2018**

### **Location**

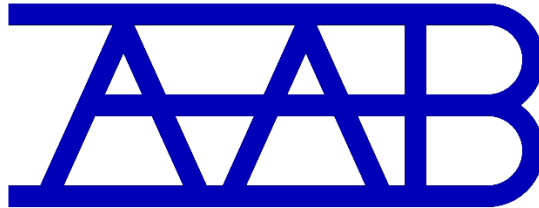
**West of the southwest corner of Aspen Avenue and Omaha St.**

### **Owner**

**James N. Morrow  
30677 S 4195 RD UNIT 4195  
INOLA, OK 74036**

### **Prepared By:**

**AAB Engineering, LLC**



**Engineering • Surveying • Land Planning**

PO Box 2136 Sand Springs, OK 74063  
Office: (918) 514-4283 Fax: (918) 514-4288

## **Development Concept**

PUD-283 is an approximately 2.00 acre development located west of the southwest corner of Aspen Avenue and Omaha St. The site is currently vacant and is abutted by vacant land to the south and east and by the Creekside Apartments to the west. See Exhibit A for the overall site plan showing the surrounding areas. The property is currently zoned A-CH meaning that it was annexed as CH zoning but requires rezoning to conform to City of Broken Arrow zoning code. See attached Exhibit B for the surrounding zoning classifications. This PUD application has been submitted along with a rezoning application that proposes CG for the parcel (BAZ-2015). The project proposes a Dollar General retail store with an access to Omaha Street near the eastern property line. Since this access will not meet the driveway separation requirements set out in the zoning code a PUD is necessary to provide relief of that requirement. See the attached Exhibit C for a conceptual site plan of the development.

## **Development Standards**

This PUD is intended to allow the construction of a Dollar General store conforming to the conceptual site plan shown in Exhibit C. The PUD shall be developed in accordance with the use and development regulations of the CG district of the Broken Arrow Zoning Ordinance, except as modified by this document.

## **Landscape and Screening Standards**

The PUD shall be developed in accordance with the landscaping provisions of the Broken Arrow Zoning Ordinance, except as hereinafter modified:

The adjacent properties are vacant and zoned A-CH which when rezoned will likely be to a non-residential zoning classification. Since a screening fence would not be necessary adjacent to a non-residential zoning classification a screening fence will not be required along the eastern or southern property lines

## **Access and Circulation**

Access to the site will be derived from a single driveway connection to Omaha Street. Due to the limited site frontage and the location of the existing access point to the west there is no location that will allow an access point that conforms to the zoning code's separation standards. A single access will be permitted to the site via a drive separated from the existing drive to the west by not less than 200' measured centerline to centerline. A mutual access easement will be included on the plat that allows the adjacent property to the east to access Omaha Street via the proposed drive.

## **Utilities and Drainage**

Water service is provided to the site by the City of Broken Arrow via an existing 12" line along the arterial frontage. An 8" City of Broken Arrow sewer line is located west of the property within the Creekside Apartment Complex. If an easement can be obtained this sewer will be extended to provide service to the property. If an easement is not attainable then a connection can be made to the City of Tulsa sanitary sewer located north of Omaha St. Franchise utilities currently serve the project area with communications, natural gas, and electricity. We anticipate underground services throughout the development.

The site drains generally from east to west towards the adjacent apartment complex. This drainage pattern will be largely maintained with the increase in runoff being mitigated by the construction of an onsite detention facility.

### **Lighting**

Site lighting shall conform to the standards of City of Broken Arrow Zoning Ordinance with the exception that light poles will be allowed within utility easements abutting street rights-of-way. A note shall be placed on the face of the site plan stating: "Property owner(s) assumes all liability and replacement responsibilities for any damage to light poles placed in utility easements."

### **Site Plan Review**

No building permit shall be issued until a detailed site plan and a detailed landscape plan is submitted to and approved by the City of Broken Arrow as conforming to these PUD restrictions.

### **Schedule of Development**

Construction is expected to occur in early 2019.

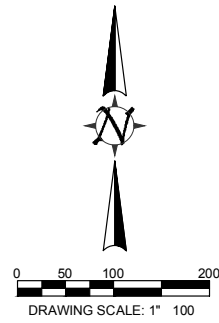


Exhibit A  
Surrounding Areas  
for  
**Dollar General Broken Arrow**

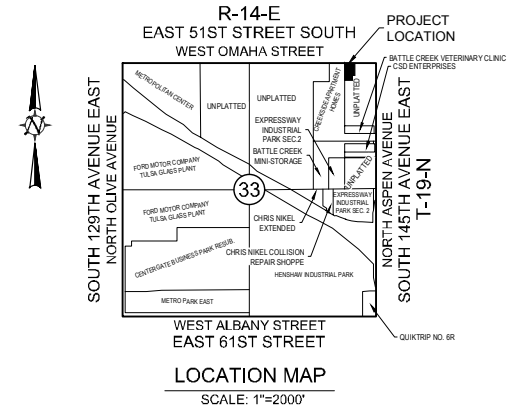
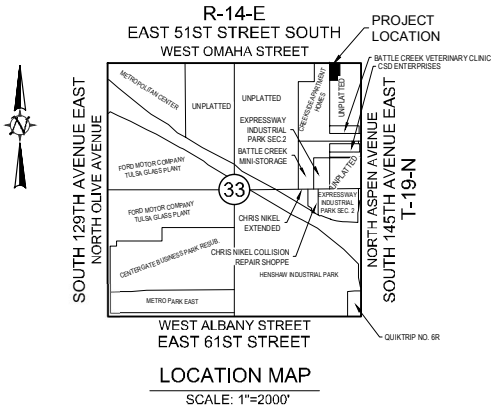
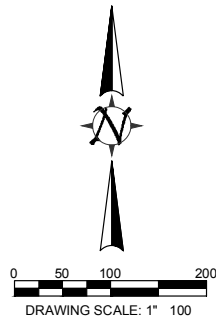


Exhibit B

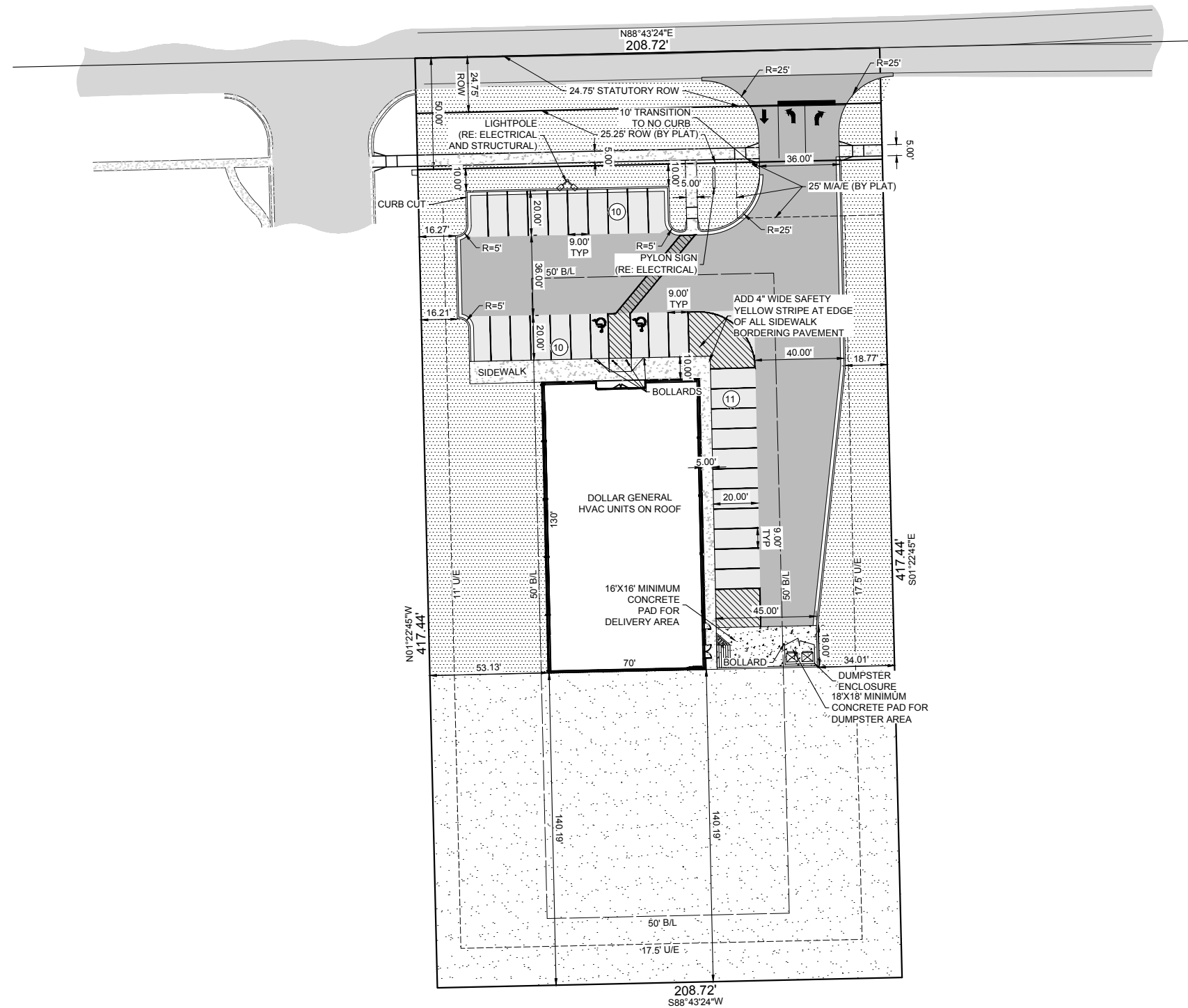
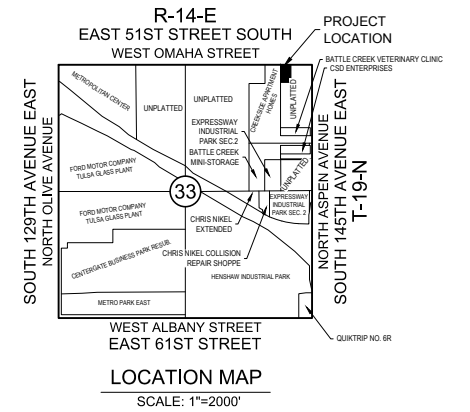
Existing Zoning  
for

Dollar General Broken Arrow



- LEGEND**
- ZONED AG (AGRICULTURE)
  - ZONED CS (COMMERCIAL)
  - ZONED RM (RESIDENTIAL MULTI-FAMILY)





AAB Engineering, LLC



The logo features the letters 'AAB' in a large, bold, blue serif font. A thick blue horizontal bar runs across the top of the letters, and another thick blue horizontal bar runs across the bottom, effectively framing the letters and creating a stylized, blocky appearance.

Engineering • Surveying • Land Planning

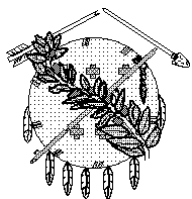
PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2018  
KS CA#2292 Exp: Dec. 31, 2018  
Office: (918) 514-4283 Fax: (918) 514-4288

## **Exhibit D**

### **Legal Description**

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN AND ALSO A PART OF QUIKTRIP COMMERCIAL CENTER #50, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION EIGHTEEN (18) THENCE NORTH  $88^{\circ}51'01''$  EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST (NE/4) OF SAID SECTION EIGHTEEN (18) FOR A DISTANCE OF 301.89 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE FOR STATE HIGHWAY 51; THENCE SOUTH  $25^{\circ}03'52''$  EAST FOR A DISTANCE OF 0.00 TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2950.79 FEET, A CENTRAL ANGLE OF  $07^{\circ}11'07''$ , A CHORD BEARING AND DISTANCE OF SOUTH  $28^{\circ}39'26''$  EAST FOR 369.81 FEET, FOR AN ARC DISTANCE OF 370.05 FEET TO THE SOUTHEAST CORNER OF LOT 2 BLOCK 1 OF SAID QUIKTRIP COMMERCIAL CENTER #50; THENCE SOUTH  $61^{\circ}40'41''$  WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 FOR A DISTANCE OF 249.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH  $28^{\circ}19'24''$  EAST FOR A DISTANCE OF 22.00 FEET; THENCE SOUTH  $01^{\circ}25'30''$  EAST ALONG THE WEST LINE OF LOT 3 BLOCK 1 SAID QUIKTRIP COMMERCIAL CENTER #50 FOR A DISTANCE 119.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND ALSO BEING THE SOUTHEAST CORNER OF RESERVE AREA "A"; THENCE NORTH  $88^{\circ}46'20''$  WEST ALONG THE SOUTH LINE OF SAID RESERVE AREA "A" FOR A DISTANCE OF 259.11 FEET TO A POINT ON THE EAST BOUNDARY LINE OF OAK CREEK ESTATES ADDITION; THENCE NORTH  $01^{\circ}25'30''$  WEST ALONG THE EAST BOUNDARY LINE OF OAK CREEK ESTATES ADDITION FOR A DISTANCE OF 569.75 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 216,104.37 SQUARE FEET / 4.96 ACRES MORE OR LESS.



# City of Broken Arrow

## Request for Action

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**File #: 18-1378, Version: 1**

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### Broken Arrow City Council

**Meeting of: 12-04-2018**

**Title:**

Approval of PT17-101, Conditional Final Plat, 121 Elm, 1 lot, 1.43 acres, A-1 to CN/PUD-199A, south and west of the southwest corner of Elm Place and Tucson Street

**Background:**

PT17-101, the conditional final plat for “121 Elm” contains 1.43 acres, is one lot and is located south and west of the southwest corner of Elm Place and Tucson Street.

On March 17, 2009, the City Council approved BAZ-1825 to change the zoning on the property from A-1 to CN along with PUD-199. BAZ-1825 and PUD-199 were approved subject to the property being platted. A preliminary plat, Wilburn Square, which contained 13.00 acres, was reviewed and approved by the Planning Commission on February 26, 2009. However, only the northeast corner of the property was platted. On June 24, 2009, “CVS at Wilburn Square,” which contained 2.71 was recorded in Tulsa County, and a CVS pharmacy was constructed on the property. The rest of the property has remained undeveloped and unplatted. PUD-199A, a request for a minor amendment to PUD-199, was submitted with the preliminary plat for “121 Elm” and was approved by the Planning Commission on April 27, 2017.

Water and sanitary sewer service to the addition will be provided by the City of Broken Arrow. According to FEMA maps, 100-year floodplain associated with an unnamed stream is located near the west side of the property. All of the 100-year floodplain is shown to be located outside of this property.

This item was heard by TAC on November 13, 2018 and was recommended for approval (3-0 vote) by the Planning Commission in their meeting of November 15, 2018, per Staff recommendation. No one spoke against this item.

**Cost:** \$0

**Funding Source:** None

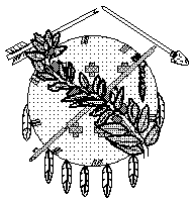
**Requested By:** Michael Skates, Development Services Director

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

**Attachments:** Published Planning Commission Factsheet  
Checklist  
Conditional Final Plat and Covenants

**Recommendation:**

Approve PT17-101, Conditional Final Plat for “121 Elm”, 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 #:** 18-1249, **Version:** 1

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### Broken Arrow Planning Commission

11-15-2018

**To:** Chairman and Commission Members

**From:** Development Services Department

**Title:**

**Approval of PT17-101, Conditional Final Plat, 121 Elm, 1 lot, 1.43 acres, A-1 to CN/PUD-199A, south and west of the southwest corner of Elm Place and Tucson Street**

**Background:**

**Applicant:** Tanner Consulting, LLC

**Owner:** K&S Commercial, LLC

**Developer:** K&S Commercial, LLC

**Engineer:** Tanner Consulting, LLC

**Location:** South and west of the southwest corner of Elm Place and Tucson Street

**Size of Tract** 1.43 acres

**Number of Lots:** 1

**Present Zoning:** A-1

**Proposed Zoning:** CN/PUD-199A

**Comp Plan:** Level 4

PT17-101, the conditional final plat for “121 Elm” contains 1.43 acres, is one lot and is located south and west of the southwest corner of Elm Place and Tucson Street.

On March 17, 2009, the City Council approved BAZ-1825 to change the zoning on the property from A-1 to CN along with PUD-199. BAZ-1825 and PUD-199 were approved subject to the property being platted. A preliminary plat, Wilburn Square, which contained 13.00 acres, was reviewed and approved by the Planning Commission on February 26, 2009. However, only the northeast corner of the property was platted. On June 24, 2009, “CVS at Wilburn Square,” which contained 2.71 was recorded in Tulsa County, and a CVS pharmacy was constructed on the property. The rest of the property has remained undeveloped and unplatted. PUD-199A, a request for a minor amendment to PUD-199, was submitted with the preliminary plat for “121 Elm” and was approved by the Planning Commission on April 27, 2017.

Water and sanitary sewer service to the addition will be provided by the City of Broken Arrow. According to FEMA maps, 100-year floodplain associated with an unnamed stream is located near the west side of the property. All of the 100-year floodplain is shown to be located outside of this property.

The Technical Advisory Committee reviewed the preliminary plat for 121 Elm on November 13, 2018.

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

**Recommendation:** Staff recommends PT17-101, conditional final plat for 121 Elm, be approved subject to the attached checklist.

**Reviewed By:** Larry Curtis

**Approved By:** Michael Skates

ALY

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

## **PLAT INFORMATION**

NAME OF PLAT: 121 Elm

CASE NUMBER: PT17-101

RELATED CASE NUMBERS: PUD-199, PUD-199A, BAZ-1825

COUNTY: TULSA

SECTION/TOWNSHIP/RANGE: 03/17/14

GENERAL LOCATION: South and west of the southwest corner of Tucson Street and Elm Place

CURRENT ZONING: A-1/PUD-199

SANITARY SEWER BASIN: Lynn Lane

STORM WATER DRAINAGE BASIN: Elm Creek

ENGINEER: Tanner Consulting, LLC

ENGINEER ADDRESS: 5323 S Lewis Avenue  
Tulsa, OK 74105

ENGINEER PHONE NUMBER: 918-745-9929

DEVELOPER: K & S Commercial, LLC

DEVELOPER ADDRESS: Attn: Pete Kourtis  
12150 E 96<sup>th</sup> St. N. Ste 200  
Owasso, OK 74055

DEVELOPER PHONE NUMBER: 918-376-6533

## **PRELIMINARY PLAT**

APPLICATION MADE: March 20, 2017

TOTAL ACREAGE: 8.91

NUMBER OF LOTS: 3

TAC MEETING DATE: April 25, 2017

PLANNING COMMISSION MEETING DATE: April 27, 2017

COMMENTS:

1. \_\_\_\_ Place case number (PT17-101) in lower right corner of plat.
2. \_\_\_\_ Show the width of the right-of-way (to the nearest hundredth) dedicated by this plat along Tucson Street.
3. \_\_\_\_ By the Subdivision Regulations, line L1 should be at a 30° angle instead of a 90° angle.
4. \_\_\_\_ Show the existing access points on the north side of Tucson Street. Confirm that the proposed access points are in conformance with the Zoning Ordinance and PUD 199.
5. \_\_\_\_ Limits of no access across Lot 2, Block 1 is incorrect, revise to reflect existing point of access.
6. \_\_\_\_ Show 50-foot building line setback on Lot 2, Block 1 for the area outside the mutual access easement.
7. \_\_\_\_ In the title description, change "PUD 199" to "PUD 199 and PUD 199A" and in Section III, reference the approval of PUD 199A by the Planning Commission. Add to the covenants that other than the minor modifications made with PUD 199A, all the other requirements of PUD 199 remained unchanged.
8. \_\_\_\_ Update Section III of the covenants to comply with PUD 199A.
9. \_\_\_\_ Add the FIRM panel map number to the floodplain information.
10. \_\_\_\_ In Section 2.1.1 of the covenants delete "signage". In addition, in Section 2.1.3 of the covenants, identify that the maintenance of Reserve A is the responsibility of the property owner.
11. \_\_\_\_ It is not clear where the 17.5' utility easement and 15' landscape easement along the north property line on Lot 2, Block 1 terminates on the west side of the lot. Please clarify.
12. \_\_\_\_ In the Certificate of Survey, change "Registered Surveyor" to "Licensed Surveyor".
13. \_\_\_\_ According to the plat, 55-feet of right-of-way has been dedicated on Tucson Street and 70-feet of right-of-way has been dedicated on Elm Place. However, not all of the information needed to confirm the right-of-way dedication has been provided. Please reference all information needed to demonstrate previous right-of-way dedication on Tucson Street and Elm Place has been provided.
14. \_\_\_\_ Label "POC" and "POB" and include abbreviations in legend.
15. \_\_\_\_ Give bearings and distance from POC to POB.
16. \_\_\_\_ Please add the DD number to the face of the plat, DD# 013117-01.
17. \_\_\_\_ Storm sewer easements may be required depending on how each lot collects and conveys its storm water.
18. \_\_\_\_ If any public utility is extended onto any lot, it must be covered by an appropriate easement.
19. \_\_\_\_ Tucson Street is misspelled on the plat, please correct.

## **CONDITIONAL FINAL PLAT**

NAME OF CONDITIONAL FINAL PLAT: 121 Elm

APPLICATION MADE: 10-08-2018

TOTAL ACREAGE: 1.43

NUMBER OF LOTS: 1

TAC MEETING DATE: 11-13-2018

PLANNING COMMISSION MEETING DATE: 11-15-2018

CITY COUNCIL MEETING DATE: 12-18-2018

COMMENTS:

20. \_\_\_\_ Add PUD-199A to the title.
21. \_\_\_\_ Correct the case number on both sheet to PT17-101.
22. \_\_\_\_ Show document number or book and page for the 30'x35' U/E near the southwest corner of the property.
23. \_\_\_\_ Add address as assigned by the City of Broken Arrow.
24. \_\_\_\_ Provide information in the covenants on the approval of the minor amendment to PUD-199, PUD-199A.
25. \_\_\_\_ 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.
26. \_\_\_\_ Finished for elevations (FFE) shall be shown for each lot on the Final Plat.
27. \_\_\_\_ Show monuments on plat.

## **CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT**

### **LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?**

\_\_\_\_ NATURAL GAS COMPANY APPROVAL

\_\_\_\_ ELECTRIC COMPANY APPROVAL

\_\_\_\_ TELEPHONE COMPANY APPROVAL

\_\_\_\_ CABLE COMPANY APPROVAL

### **CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?**

\_\_\_\_ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH

OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

### **DEVELOPMENT SERVICES/ENGINEERING APPROVAL**

\_\_\_\_ STORMWATER PLANS NET'D ON: \_\_\_\_\_

\_\_\_\_ PAVING PLANS, NET'D ON: \_\_\_\_\_

\_\_\_\_ WATER PLANS, NET'D ON: \_\_\_\_\_

\_\_\_\_ SANITARY SEWER PLANS, NET'D ON: \_\_\_\_\_

\_\_\_\_ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: \_\_\_\_\_

\_\_\_\_ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: \_\_\_\_\_

\_\_\_\_ IS A SIDEWALK PERFORMANCE BOND DUE? \_\_\_\_\_ HAS ONE BEEN SUBMITTED? \_\_\_\_\_

\_\_\_\_ ARE PERFORMANCE BONDS/ESCROW CHECK OR LETTER OF CREDIT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE)  
HAVE THEY BEEN SUBMITTED? \_\_\_\_\_

## PLANNING DEPARTMENT APPROVAL

\_\_\_\_ ADDRESSES REVIEWED AND APPROVED

\_\_\_\_ DETENTION DETERMINATION # ASSIGNED AND VERIFIED? # \_\_\_\_\_, FEE IN LIEU OF DUE? \_\_\_\_\_

### FEES

____ FINAL PLAT PROCESSING FEE (\$150 + ((\$5 X NO ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X NO ACRES ____)	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC. (\$150 X NO OF SIGNS ____)	\$ _____
____ STORM WATER FEE-IN-LIEU OF DET. (.35 x increased impervious area)	\$ _____
<b>TOTAL FINAL PLAT FEE(S)</b>	<b>\$ _____</b>

### FINAL PROCESSING OF PLAT

\_\_\_\_ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: \_\_\_\_\_

\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_

\_\_\_\_ FINAL PLAT PICKED UP FOR FILING ON: \_\_\_\_\_

\_\_\_\_ 6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

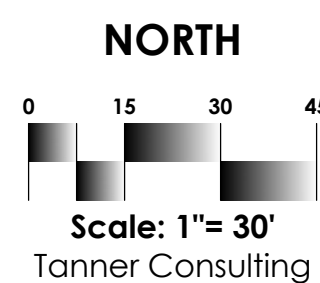
\_\_\_\_ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

\_\_\_\_ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:

# 121 Elm

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3)  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2019  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929



B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY
	EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
$\Delta$	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/34	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE # 2)



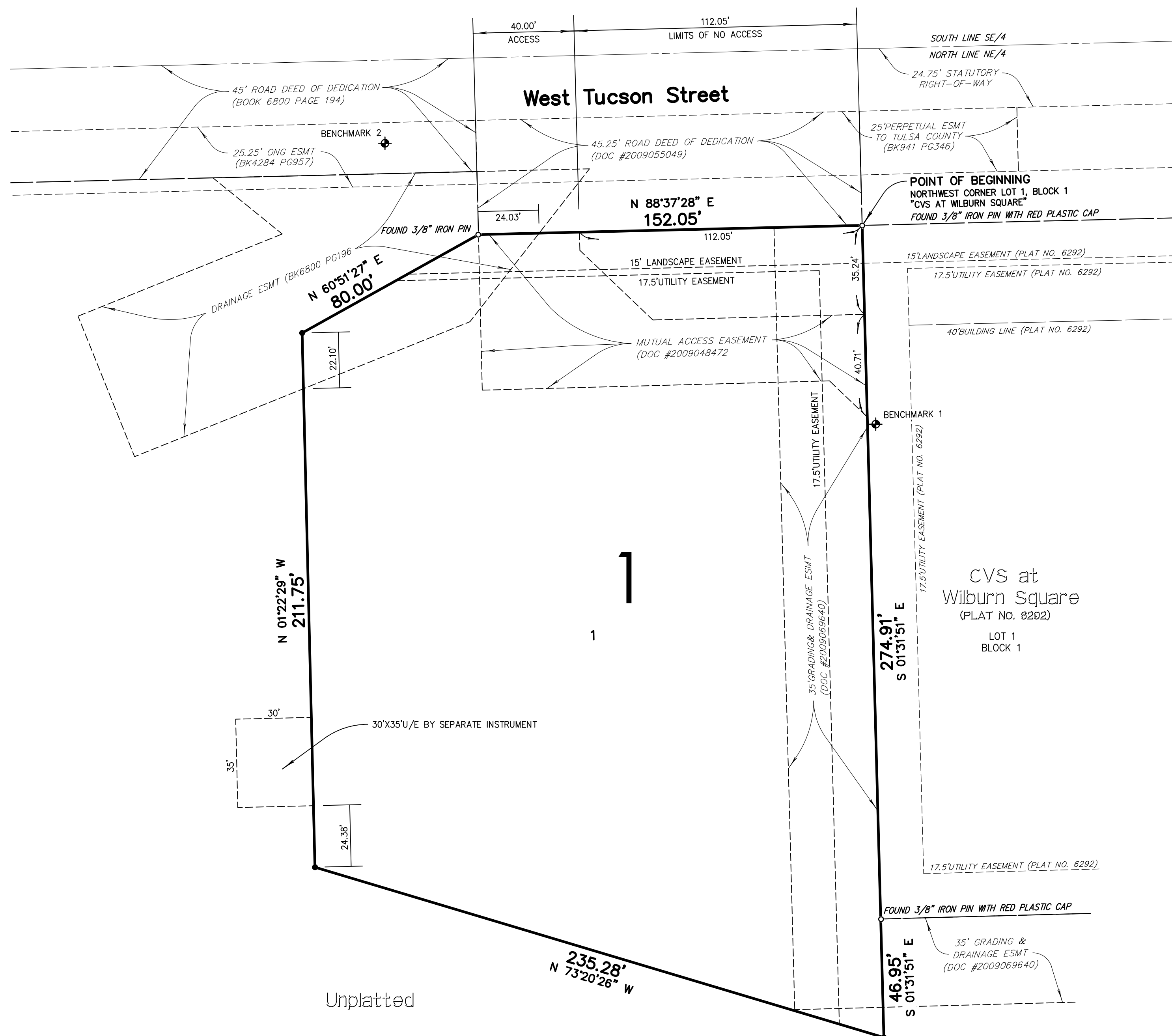
ONE (1) LOT  
IN ONE (1) BLOCK  
WITH NO RESERVE AREAS

GROSS SUBDIVISION AREA: 1.432 ACRES

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
  - (a) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), "CVS AT WILBURN SQUARE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6292);
  - (b) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE SOUTHWEST CORNER OF SAID LOT 1;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.

4. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST TUCSON STREET BY VIRTUE OF STATUTORY RIGHT-OF-WAY AND THAT DEED OF DEDICATION OF RIGHT-OF-WAY DATED MAY 7TH, 2008 AND FILED JUNE 6, 2009 IN THE RECORDS OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2009055049.
6. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION RPD-013137-01.



CHISELED BOX SET ON TOP OF CURB AT  
NORTH END ON INLET, APPROXIMATELY  
3.2' EAST AND 78.9' SOUTH OF THE  
NORTHEAST PROPERTY LINE.  
(367013.1090N, 2619730.3220E)

CHISELED BOX SET ON TOP OF CURB AT  
EAST END ON INLET, APPROXIMATELY 36.2'  
WEST AND 37.0' NORTH OF THE  
NORTHWEST PROPERTY LINE.  
(367124.4190N, 2619535.8940E)

ELEVATION = 652.89 (NAVD 88)

Attest: City Clerk

DATE OF PREPARATION: October 29, 2018

**121 Elm**  
CASE NO. PT09-101B  
SHEET 1 OF 2

Conditional Final Plat

121 Elm

PUD-199

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3) TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT K&S COMMERCIAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER, THE "OWNER") IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), "CVS AT WILBURN SQUARE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6292); THENCE SOUTH 1°31'51" EAST ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 274.91 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1; THENCE CONTINUING SOUTH 1°31'51" EAST FOR A DISTANCE OF 46.95 FEET TO A POINT; THENCE NORTH 73°20'26" WEST FOR A DISTANCE OF 235.28 FEET TO A POINT; THENCE NORTH 1°22'29" WEST FOR A DISTANCE OF 211.75 FEET TO A POINT; THENCE NORTH 60°51'27" EAST FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF WEST TUCSON STREET, THENCE NORTH 88°37'28" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 152.05 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 62,398 SQUARE FEET OR 1.432 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE NORTHWEST CORNER OF SAID LOT 1 OF "CVS AT WILBURN SQUARE";
- (2) FOUND 3/8" IRON PIN WITH RED PLASTIC CAP AT THE SOUTHWEST CORNER OF SAID LOT 1 OF "CVS AT WILBURN SQUARE";

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°31'51" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "121 ELM", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "121 ELM" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. EASEMENTS

THE OWNERS 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, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 THE UTILITY EASEMENTS SHALL BE PLACED, ERCTED, 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.

1.1. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT.

1.1.2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.

1.1.3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.1.4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE NORTH PERIMETER UTILITY EASEMENT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

1.3.2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.4. GAS SERVICE

1.4.1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.4.2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.4.3. THE COVENANTS SET FORTH IN THIS SECTION 1.4 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND HEREBY.

1.5. SURFACE DRAINAGE

THE LOT OWNER SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION OUTSIDE OF THE SUBDIVISION. NO OWNER WITHIN THE SUBDIVISION 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 THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION

1.5 SHALL BE ENFORCEABLE BY THE LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.6. SIDEWALKS

THE LOT OWNER SHALL CONSTRUCT A SIDEWALK ALONG WEST TUCSON STREET IN ACCORDANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA.

1.7. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FORGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND HEREBY

1.8. LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA, A PERPETUAL, NON-EXCLUSIVE LANDSCAPE EASEMENT OVER AND UPON THE AREA DESIGNATED AS "LANDSCAPE EASEMENT" ON THE ACCOMPANYING PLAT. THE LANDSCAPE EASEMENT IS FOR THE LIMITED PURPOSE OF INSTALLING AND MAINTAINING REQUIRED STREET FRONTAGE LANDSCAPING AS SET FORTH WITHIN THE DEVELOPMENT STANDARDS OF PLANNED UNIT DEVELOPMENT NO. 199. WITHIN THE LANDSCAPE EASEMENT, THE LOT OWNER SHALL INSTALL AND THEREAFTER MAINTAIN OF ALL LANDSCAPING.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, 121 ELM WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 199) AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON MARCH 17, 2009; AND

WHEREAS, PUD NO. 199 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON MARCH 12, 2009 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON MARCH 17, 2009; AND

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

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 199 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

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

2.1. GENERAL DEVELOPMENT AND CONDITIONS

THE DEVELOPMENT OF 121 ELM SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON MARCH 17, 2009, OR AS MAY BE SUBSEQUENTLY AMENDED.

2.2. PERMITTED USES

THOSE USES INCLUDED AS A MATTER OF RIGHT IN THE COMMERCIAL NEIGHBORHOOD DISTRICT (CN) AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

2.3. MAXIMUM BUILDING COVERAGE

THE MAXIMUM COVERAGE OF ANY BUILDING ON ANY LOT OR PARCEL SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE NET LOT AREA.

2.4. MAXIMUM BUILDING FLOOR AREA 100,000 S.F.

2.5. MINIMUM LOT SIZE 18,000 S.F.

2.6. ACCESS TO ABUTTING STREETS

THERE SHALL BE A MAXIMUM OF FOUR ACCESS POINTS TO TUCSON STREET AND ONE ACCESS POINT TO ELM PLACE WITHIN PUD 199. ALL ACCESS POINTS SHALL BE LOCATED AT LEAST 200 FEET APART, CENTERLINE TO CENTERLINE. CROSS ACCESS SHALL BE PERMITTED BETWEEN EACH LOT WITHIN PUD 199.

2.7. MINIMUM LOT FRONTAGE ON A PUBLIC STREET 100 FEET

2.8. LOT SPLITS

LOT SPLITS SHALL BE PERMITTED PROVIDED THE LOTS MEET THE MINIMUM SIZE OF 18,000 SQUARE FEET AND EACH LOT HAS A MINIMUM FRONTAGE OF 100 FEET ON A PUBLIC STREET OR FRONTS UPON A PRIVATE DRIVE THAT PROVIDES ACCESS TO A PUBLIC STREET AND NO ADDITIONAL ACCESS POINT IS ESTABLISHED TO ELM PLACE OR TUCSON STREET.

2.9. MAXIMUM BUILDING HEIGHT 35 FEET

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED THE MAXIMUM BUILDING HEIGHT WITH SITE PLAN APPROVAL.

2.10. OFF-STREET PARKING

AS REQUIRED BY CHAPTER 5 OF THE BROKEN ARROW ZONING ORDINANCE FOR THE PERMITTED USES. PART OF THE REQUIRED OFF-STREET PARKING FOR ANY LOT MAY BE PROVIDED ON ANOTHER LOT WITH APPROVED MUTUAL ACCESS AND PARKING COVENANTS.

2.11. MINIMUM BUILDING SETBACKS: FROM THE CENTERLINE OF WEST TUCSON STREET 110 FEET FROM THE CENTERLINE OF SOUTH ELM PLACE 110 FEET FROM THE SOUTH BOUNDARY OF PUD 199 17.5 FEET FROM THE WEST BOUNDARY OF PUD 199 17.5 FEET FROM INTERIOR BOUNDARIES 0 FEET

2.12. LANDSCAPING

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT A LANDSCAPE EDGE AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG ELM PLACE AND TUCSON STREET. AT LEAST 10% OF THE NET LOT AREA OF EACH LOT SHALL BE LANDSCAPED OPEN SPACE. THE AMOUNT OF LANDSCAPE AREA SHALL BE CALCULATED AND SHOWN ON THE SITE PLAN SUBMITTED TO THE CITY.

2.13. VISUAL SCREENING

VISUAL SCREENING SHALL NOT BE REQUIRED ALONG THE BOUNDARIES OF ADJACENT STORMWATER DRAINAGE AREAS DEVELOPED UNDER AN APPROVED STORMWATER DRAINAGE PLAN. VISUAL SCREENING, IF ANY IS REQUIRED, SHALL BE ESTABLISHED AS PART OF THE SITE PLAN REVIEW AND APPROVAL.

2.14. SIGNS

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. ALL FREE STANDING SIGNS SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 14 FEET AND A MAXIMUM SIZE OF 100 SQUARE FEET WITH A MONUMENT TYPE BASE. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIALS AS THE PRINCIPAL BUILDING ON THE LOT. NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON ANY OF THE LOTS OR ON ANY LIGHT POLES ON THE LOT. NO SIGNS SHALL BE LOCATED IN A UTILITY EASEMENT, UNLESS HOLD HARMLESS AGREEMENT IS AGREED TO BY THE CITY. FURTHERMORE, THE MAXIMUM NUMBER OF FREE-STANDING SIGNS ALLOWED ON TUCSON STREET IS LIMITED TO FOUR, WHILE THE MAXIMUM NUMBER IF FREE-STANDING SIGNS ALLOWED ON ELM PLACE IS LIMITED TO TWO.

2.15. LIGHTING

EXTERIOR LIGHTING FOR THE DEVELOPMENT SHALL CONFORM TO THE STANDARDS SET FORTH IN SECTION 5.6 OF THE BROKEN ARROW ZONING ORDINANCE.

2.16. BUILDING FACADES

THE BUILDING FACADES SHALL BE DESIGNED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5.8.G. ALL FACADES OF EACH BUILDING SHALL BE MADE OF BRICK MASONRY.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

3.1. 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. EASEMENTS, SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND III., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I., II., OR III., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF LAND WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS 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.

3.2. DURATION

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

3.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND

ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD 199 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

3.4. 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 OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

K&S COMMERCIAL, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY \_\_\_\_\_  
PETE KOURTIS, MANAGER

STATE OF OKLAHOMA )  
COUNTY OF TULSA )SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGER OF K&S COMMERCIAL, LLC, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF K&S COMMERCIAL, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.



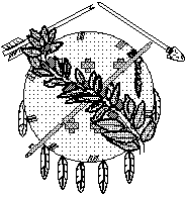
BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
COUNTY OF TULSA )SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_ JENNIFER MILLER, NOTARY PUBLIC



# City of Broken Arrow

## Request for Action

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**File #: 18-70, Version: 1**

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FUND	010 GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
11/10/2017	420	APAC-CENTRAL, INC	PI 5890	7001178184	010-6000-451.60-27		64.80
					11/10/2017 TOTAL -		64.80
					CUMULATIVE TOTAL -		64.80
2/01/2018	11085	RI TZ SAFETY DBA SLATE ROCK SAF	PI 0144	19281	010-5310-431.60-10		79.48-
					2/01/2018 TOTAL -		79.48-
					CUMULATIVE TOTAL -		14.68-
10/03/2018	6375	ATWOODS DISTRIBUTING	PI 5951	001550	010-6005-451.60-34		47.96
					10/03/2018 TOTAL -		47.96
					CUMULATIVE TOTAL -		33.28
10/10/2018	6375	ATWOODS DISTRIBUTING	PI 5955	001556	010-6005-451.60-34		11.99
					10/10/2018 TOTAL -		11.99
					CUMULATIVE TOTAL -		45.27
10/15/2018	101	WELDON PARTS TULSA	PI 5484	217490600CM	010-1700-419.50-86		79.95-
					10/15/2018 TOTAL -		79.95-
					CUMULATIVE TOTAL -		34.68-
10/16/2018	400	L & M OFFICE FURNITURE INC	PI 5895	795730	010-6005-451.60-24		1,015.00
					10/16/2018 TOTAL -		1,015.00
					CUMULATIVE TOTAL -		980.32
10/17/2018	10301	KUBOTA CONSTRUCTION EQUIPMENT	PI 5805	5650T	010-5300-431.40-20		141.95
					10/17/2018 TOTAL -		141.95
					CUMULATIVE TOTAL -		1,122.27
10/18/2018	3540	LESLIES POOL SUPPLIES INC	PI 5806	72700210217	010-6003-451.60-23		210.94
					10/18/2018 TOTAL -		210.94
					CUMULATIVE TOTAL -		1,333.21
10/25/2018	6375	ATWOODS DISTRIBUTING	PI 5958	001561	010-6004-451.60-23		5.99
					10/25/2018 TOTAL -		5.99
					CUMULATIVE TOTAL -		1,339.20
10/29/2018	400	L & M OFFICE FURNITURE INC	PI 5801	794550	010-0501-415.60-24		3,069.23
10/29/2018	5371	PREMIER TRUCK GROUP	PI 5966	125249804	010-6000-451.60-20		493.33
					10/29/2018 TOTAL -		3,562.56
					CUMULATIVE TOTAL -		4,901.76
10/30/2018	427	MOTOROLA SOLUTIONS INC	PI 5802	16020731	010-1200-419.60-50		502.24
10/30/2018	452	GELICO UNIFORMS & SHOES INC	PI 5777	00238010	010-1415-424.60-10		107.99
10/30/2018	5371	PREMIER TRUCK GROUP	PI 5967	125250191	010-6000-451.60-20		16.10
			PI 5969	125250207	010-5300-431.60-20		164.34
10/30/2018	5941	LOWES	PI 5822	02912	010-6000-451.60-18		6.81
10/30/2018	6375	ATWOODS DISTRIBUTING	PI 5960	001564	010-6000-451.60-23		7.94
					10/30/2018 TOTAL -		805.42
					CUMULATIVE TOTAL -		5,707.18
10/31/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 5716	S2433578001	010-6000-451.60-23		82.35

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	10/31/2018	5371	PREMIER TRUCK GROUP	PI 5968 PI 5970	CM125249804 125250258	010-6000-451.60-20 010-5300-431.60-20 10/31/2018 TOTAL - CUMULATIVE TOTAL -	186.20- 156.78 52.93 5,760.11
	11/01/2018	5371	PREMIER TRUCK GROUP	PI 6013	125250471	010-5300-431.60-20	278.72
	11/01/2018	5941	LOWES	PI 5828 PI 5829 PI 5830 PI 5733	01485 01512/ 01529 61689063	010-6000-451.60-23 010-5300-431.60-23 010-6001-451.60-23 010-5300-431.60-36 11/01/2018 TOTAL - CUMULATIVE TOTAL -	22.79 1.99 24.98 3,349.20 3,677.68 9,437.79
	11/01/2018	10747	AVERY DENNISON CORP	PI 5751	S2435009001	010-6000-451.60-18	198.59
	11/02/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 5838	19797	010-6003-451.60-34	23.72
	11/02/2018	5941	LOWES	PI 6015	160031633	010-5300-431.60-20	7.64
	11/02/2018	6090	RAM PRODUCTS INC	PI 5745	250898	010-5300-431.60-80	951.28
	11/02/2018	8846	DUNHAM S ASPHALT PLANT			11/02/2018 TOTAL - CUMULATIVE TOTAL -	1,181.23 10,619.02
	11/03/2018	420	APAC-CENTRAL, INC	PI 5900	7001174404	010-5300-431.60-80 11/03/2018 TOTAL - CUMULATIVE TOTAL -	166.49 166.49 10,785.51
	11/05/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 5752 PI 5753 PI 5754	S2430624001 S2435471001 2435166001	010-5310-431.60-23 010-6000-451.60-18 010-6000-451.60-23	65.83 7.59 39.23
	11/05/2018	120	CINTAS CORPORATION	PI 5975	5012104978	010-6000-451.60-23	43.68
	11/05/2018	309	OKLAHOMA NATURAL GAS CO	000591 004039 004043	110093891 179333536 111358527	010-6001-451.50-24 010-6000-451.50-24 010-5300-431.50-24	171.13 69.67 115.86
	11/05/2018	442	AMERICAN ELECTRIC POWER	000568 000569 000657 000658 001660 002393 004379 007603 009380 009438	9505665560 9589756821 9514797131 9597942140 9562931030 9537786031 9558028930 9501769030 9526921030 9509340221	010-6005-451.50-25 010-6005-451.50-25 010-6004-451.50-25 010-6004-451.50-25 010-1700-419.50-25 010-6001-451.50-25 010-6005-451.50-25 010-6001-451.50-25 010-6005-451.50-25 010-1700-419.50-25	637.21 140.92 156.40 964.60 1,251.19 41.21 19.33 2,224.76 73.23 124.91
	11/05/2018	5941	LOWES	PI 5841 PI 5842 PI 5843	02050 02927 02958	010-5310-431.60-23 010-6000-451.60-23 010-5300-431.60-23	142.47 36.54 19.46
	11/05/2018	6347	COX COMMUNICATIONS	000299 000587 000660 003038 003039 003040 003781	063475501 061076801 064999903 070830601 070830501 070830401 067687001	010-6000-451.50-54 010-1200-419.50-54 010-5300-431.50-22 010-6000-451.50-54 010-6000-451.50-54 010-6000-451.50-54 010-6001-451.50-23	71.95 107.82 103.35 73.95 73.95 73.95 146.00

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	11/05/2018	7486	BUILDING SPECIALTIES/ L&W SUPPL	004026	086245901	010-6002-451.50-22	122.35
	11/05/2018	7521	CRAIG THURMOND	PI 5721	182212692	010-1700-419.60-18	44.80
	11/05/2018	7724	WINDSTREAM	000374	DEC 2018	010-1700-419.50-22	80.00
				004045	2544015	010-6000-451.50-54	172.36
				004047	3555028	010-6002-451.50-22	42.59
				007385	4558004	010-6000-451.50-22	128.34
				007569	2542286	010-6000-451.50-54	177.83
	11/05/2018	8044	MIKE LESTER	000377	DEC 2018	010-1700-419.50-22	80.00
	11/05/2018	9746	JOHNNIE PARKS	000376	DEC 2018	010-1700-419.50-22	80.00
	11/05/2018	10190	SCOTT EUDEY	000378	DEC 2018	010-1700-419.50-22	80.00
	11/05/2018	10906	DEBRA W MPEE	000375	DEC 2018	010-1700-419.50-22	80.00
					11/05/2018 TOTAL -		8,084.46
					CUMULATIVE TOTAL -		18,869.97
	11/06/2018	42	ARROW SAFE AND LOCK INC	PI 5756	72600	010-5310-431.60-23	5.00
				PI 5757	72602	010-6000-451.60-20	7.80
	11/06/2018	442	AMERICAN ELECTRIC POWER	000095	95168310308	010-5105-432.50-25	81.79
	11/06/2018	2045	PROFESSIONAL TURF PRODUCTS	PI 6017	143656401	010-6000-451.60-20	24.96
	11/06/2018	7782	TIGER, INC.	003044	1100938	010-6001-451.50-24	147.47
	11/06/2018	10241	AMERICAN SWING PRODUCTS INC	PI 5764	67589	010-6000-451.60-33	426.70
					11/06/2018 TOTAL -		693.72
					CUMULATIVE TOTAL -		19,563.69
	11/07/2018	90	NAPA AUTO PARTS	PI 5914	2210917135	010-5300-431.60-23	12.58
				PI 5915	2210917136	010-5300-431.60-23	12.58
				PI 5916	2210917137	010-5300-431.60-23	12.58
				PI 5917	2210917138	010-5300-431.60-23	12.58
				PI 5918	2210917139	010-5300-431.60-23	12.58
				PI 5919	2210917140	010-5300-431.60-23	12.58
				PI 5922	2210917152	010-5300-431.60-23	60.56
				PI 5925	2210917176	010-5300-431.60-20	23.79
	11/07/2018	120	CINTAS CORPORATION	PI 5748	5012104990	010-1700-419.60-23	391.42
	11/07/2018	452	GELCO UNIFORMS & SHOES INC	PI 6088	00238250	010-5300-431.60-10	125.00
	11/07/2018	2045	PROFESSIONAL TURF PRODUCTS	PI 6018	143656400	010-6000-451.60-20	57.01
	11/07/2018	5941	LOWES	PI 5856	02450/	010-6002-451.60-18	54.27
				PI 5862	13646	010-5300-431.60-23	30.32
	11/07/2018	10747	AVERY DENNISON CORP	PI 5763	61689374	010-5300-431.60-36	500.63
					11/07/2018 TOTAL -		1,318.48
					CUMULATIVE TOTAL -		20,882.17
	11/08/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 5984	S2437395001	010-5310-431.60-24	1,256.08
				PI 5985	S2437535001	010-6005-451.60-23	16.37
	11/08/2018	399	LOCKE SUPPLY COMPANY	PI 6047	3579016100	010-6000-451.60-18	23.44
	11/08/2018	452	GELCO UNIFORMS & SHOES INC	PI 6089	00238286	010-6000-451.60-10	125.00
	11/08/2018	5941	LOWES	PI 5863	02703/	010-5300-431.60-23	16.13
				PI 5865	17884-	010-5300-431.60-23	12.33-
				PI 6058	11698	010-6002-451.60-23	48.83
					11/08/2018 TOTAL -		1,473.52
					CUMULATIVE TOTAL -		22,355.69
	11/09/2018	377	KIMS INTERNATIONAL	PI 6051	0109157	010-5300-431.60-20	199.24

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	11/09/2018	399	LOCKE SUPPLY COMPANY	PI 6048	3580008300	010-6000-451.60-23	12.23
	11/09/2018	5371	PREMIER TRUCK GROUP	PI 6014	125251253	010-5300-431.60-20	41.22
						11/09/2018 TOTAL -	252.69
						CUMULATIVE TOTAL -	22,608.38
	11/10/2018	420	APAC-CENTRAL, INC	PI 5902	7001177715	010-5300-431.60-80	677.04
						11/10/2018 TOTAL -	677.04
						CUMULATIVE TOTAL -	23,285.42
	11/13/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 5988	S2439429001	010-6005-451.60-23	99.86
	11/13/2018	90	NAPA AUTO PARTS	PI 5722	2210917621	010-1700-419.50-86	44.84
	11/13/2018	1993	G W VAN KEPPEL COMPANY	PI 6111	PS01518811	010-5300-431.60-20	74.45
	11/13/2018	5941	LOWES	PI 6062	01010	010-5300-431.60-23	9.48
	11/13/2018	7483	LAFERRY'S LP GAS COMPANY	PI 6053	27926	010-5300-431.60-80	74.00
						11/13/2018 TOTAL -	212.95
						CUMULATIVE TOTAL -	23,498.37
	11/14/2018	90	NAPA AUTO PARTS	PI 5731	2210917713	010-5300-431.60-20	18.36
	11/14/2018	7483	LAFERRY'S LP GAS COMPANY	PI 6054	27934	010-5300-431.60-80	56.00
						11/14/2018 TOTAL -	74.36
						CUMULATIVE TOTAL -	23,572.73
	11/15/2018	120	CINTAS CORPORATION	PI 5976	5012268851	010-5300-431.60-23	105.83
						11/15/2018 TOTAL -	105.83
						CUMULATIVE TOTAL -	23,678.56
	11/16/2018	5941	LOWES	PI 6101	01602	010-6000-451.60-23	9.53
				PI 6103	02948	010-6005-451.60-23	35.59
						11/16/2018 TOTAL -	45.12
						CUMULATIVE TOTAL -	23,723.68
	11/20/2018	3161	BRENT MURPHY	004805	10/07-12/18	010-1410-419.50-03	24.40
				004806	09/30-10/02/18	010-1410-419.50-03	71.33
	11/20/2018	3500	JANNETTE MCCORMICK	004748	11/05-09/18	010-1102-419.50-03	173.60
				004807	FALL 2018	010-1102-419.30-11	1,526.98
	11/20/2018	7521	CRAIG THURMOND	004743	11/15-17/18	010-1700-419.50-03	190.00
	11/20/2018	9034	THOR ROOKS	004814	10/13/18	010-6002-451.50-03	60.10
	11/20/2018	9264	DENNIS SAGELY	004745	10/24-26/18	010-1800-419.50-03	181.54
	11/20/2018	9668	JIM REED	004808	11/13/18	010-6002-451.50-03	48.80
	11/20/2018	9786	MICHAEL WILBURN	004811	11/13/18	010-6002-451.50-03	48.80
	11/20/2018	10072	MOMENTUM SERVICES LLC	004975	20087277	010-1415-424.30-87	580.00
				004976	20087275	010-1415-424.30-87	1,173.00
				004977	20087276	010-1415-424.30-87	783.00
	11/20/2018	10885	LARRY CURTIS	004974	11/15-17/18	010-1410-419.50-03	190.00
	11/20/2018	11046	KONGCHENG MATTHEW HER	004810	11/13/18	010-6002-451.50-03	48.80
	11/20/2018	11165	STONE CREEK CONFERENCE CENTER	004812	2075	010-1700-419.50-89	7,364.37
	11/20/2018	11397	JASON DICKESON	004749	10/12-16/18	010-1410-419.50-03	120.00
	11/20/2018	11406	CINDY ARNOLD	004746	11/05-09/18	010-0501-415.50-03	173.60
	11/20/2018	11463	CURTIS GREEN	004744	11/15/18	010-1800-419.50-03	27.50
	11/20/2018	11464	SHELLY CHALAKEE	004753	10/26/18	010-1800-419.50-03	27.50
	11/20/2018	11466	JOHN DARLING	004809	11/13/18	010-6002-451.50-03	48.80

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	11/20/2018	99999	MISSOURI REFUNDS	004741	128771	010-0000-229.15-00	35.00
				004754	17-137618	010-0000-342.04-00	191.37
				004755	18-771029	010-0000-342.04-00	16.95
						11/20/2018 TOTAL -	13,105.44
						CUMULATIVE TOTAL -	36,829.12
	11/26/2018	40	AVB	004845	SEPT 2018	010-0501-415.50-28	12.68
				004846	OCT 2018	010-0501-415.50-28	11.09
	11/26/2018	88	WEST THOMSON REUTERS	004901	839264355	010-0800-415.60-28	228.43
				004902	839176392	010-0800-415.60-28	1,401.00
	11/26/2018	160	DOERNER SAUNDERS DANIEL & ANDE	004867	209525	010-1700-419.30-08	1,388.40
				004868	209504	010-0800-415.30-08	5,056.75
				004869	209526	010-0800-415.30-08	100.00
	11/26/2018	203	FEDERAL EXPRESS CORPORATION	004907	637027710	010-1700-419.50-39	88.63
				004908	636987792	010-1700-419.50-39	194.12
	11/26/2018	370	AIRGAS USA LLC	004988	9957314457	010-6000-451.40-33	36.30
	11/26/2018	501	CHAMBER OF COMMERCE	004847	45941	010-1700-419.30-11	15.00
				004848	45943	010-1700-419.30-11	15.00
				004849	45944	010-1700-419.30-11	15.00
				004850	45945	010-1700-419.30-11	15.00
				004851	45945	010-0300-413.30-11	15.00
				004991	45991	010-1700-419.30-11	22.00
				004992	45992	010-1700-419.30-11	22.00
				004993	45993	010-0800-415.30-11	22.00
	11/26/2018	556	OFFICE TEAM	005007	51895807	010-1400-419.50-37	472.73
				005008	51955974	010-1400-419.50-37	236.37
				005009	51765952	010-1400-419.50-37	184.48
				005010	51765975	010-1400-419.50-37	92.24
				005011	51772183	010-1400-419.50-37	38.51
				005012	51813003	010-1400-419.50-37	484.26
				005013	51862828	010-1400-419.50-37	461.20
				005014	51913105	010-1400-419.50-37	480.57
				005015	51963639	010-1400-419.50-37	484.26
				005016	52214092	010-1400-419.50-37	484.26
	11/26/2018	575	CRAWFORD & ASSOCIATES, P. C.	004997	11985	010-0501-415.30-87	250.00
	11/26/2018	1057	TULSA WORLD	004926	515034-1004	010-1700-419.50-05	43.52
				004927	515406-1005	010-1700-419.50-05	93.44
				004928	515413-1010	010-1700-419.50-05	94.72
				004929	519480-1022	010-1700-419.50-05	143.36
				004930	519335-1024	010-1700-419.50-05	142.08
	11/26/2018	3694	ARROW EXTERMINATORS INC	004816	614094	010-5300-431.40-07	32.50
				004818	612715	010-5105-432.40-07	25.00
				004821	612707	010-1700-419.40-07	75.00
				004822	612706	010-1700-419.40-07	30.00
				004826	612713	010-6000-451.40-07	25.00
				004827	612714	010-6001-451.40-07	25.00
				004828	612708	010-6002-451.40-07	95.00
				004829	612717	010-6002-451.40-07	35.00
				004830	614095	010-6002-451.40-07	70.00
				004831	614091	010-6005-451.40-07	25.00
	11/26/2018	4409	NATIONAL OCCUPATIONAL HEALTH S	004885	1033223	010-1102-419.30-02	97.50

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
						004915	1033488	010-1102-419.30-02	87.50
						004916	1033341	010-1102-419.30-02	32.50
						004917	1033342	010-1105-419.30-87	32.50
11/26/2018		5407			ASCE/ MEMBERSHI P	004989	1044195995	010-1400-419.30-85	265.00
11/26/2018		5636			MTTA	004914	1 NC031543	010-1700-419.40-28	26,889.73
11/26/2018		8427			OKLAHOMA DEPARTMENT OF LABOR	005017	180927E31641	010-6004-451.40-07	225.00
11/26/2018		8919			BRI NK' S I NCORPORATED	004904	2431848	010-1800-419.40-28	597.06
						004905	2431848	010-6000-451.40-28	344.88
11/26/2018		9332			ESKI MO JOE' S PROMOTI ONAL PRODU	005002	865611	010-0300-413.60-23	76.76
11/26/2018		10310			MARM C FIRE & SAFETY CO INC	004880	5170018	010-1700-419.40-07	62.00
11/26/2018		10360			JAVA DAVES EXECUTIVE COFFEE SE	004875	2272265	010-5310-431.60-23	10.00
						004876	2272265	010-5300-431.60-23	40.43
						004911	272266	010-1800-419.60-23	1.79
						004912	165721	010-1400-419.60-23	48.00
						004913	272264	010-1400-419.60-23	24.00
11/26/2018		10700			LEVO	005005	CBA448	010-0310-413.50-36	4,850.00
11/26/2018		10722			MARKS ROSE CARE	005006	BA110518	010-6003-451.40-28	2,592.90
11/26/2018		10882			ALTA LANGUAGE SERVI CE I NC	004815	1 S398749	010-1102-419.30-87	50.00
11/26/2018		11426			VI CENTE SEDERBERG LLC	004899	28629	010-0800-415.30-08	3,951.18
								11/26/2018 TOTAL -	53,360.63
								CUMULATI VE TOTAL -	90,189.75
11/27/2018		9151			CLEAN THE UNI FORM CO OKLAHOMA	004932	50036267	010-1415-424.40-31	55.54
						004933	50037328	010-1415-424.40-31	55.54
						004934	50038401	010-1415-424.40-31	55.54
						004935	50039498	010-1415-424.40-31	55.54
						004936	50040821	010-1415-424.40-31	55.54
						004939	50038883	010-1800-419.40-33	8.00
						004940	50038873	010-5310-431.40-31	145.15
						004942	50038872	010-5300-431.40-31	158.26
						004944	50038872	010-5300-431.40-33	2.60
						004945	50038882	010-6002-451.40-33	3.65
						004946	50040059	010-6002-451.40-33	17.85
						004947	50040058	010-6000-451.40-31	100.25
						004948	50039507	010-6000-451.40-31	13.80
						004949	50039507	010-6003-451.40-31	27.12
						004950	50039499	010-5105-432.40-31	15.39
						004954	50039504	010-1700-419.40-33	17.40
						004959	50040050	010-5310-431.40-31	145.15
						004961	50040049	010-5300-431.40-31	158.26
						004963	50040049	010-5300-431.40-33	2.60
						004965	50040822	010-5105-432.40-31	15.39
						004966	50040831	010-5105-432.40-33	1.35
						005029	50039509	010-6002-451.40-33	10.00
						005032	50041155	010-6000-451.40-31	100.25
						005033	50040832	010-6000-451.40-31	13.80
						005034	50040832	010-6003-451.40-31	27.12
						005036	50041148	010-5310-431.40-31	145.15
						005038	50041147	010-5300-431.40-31	156.77
						005040	50041147	010-5300-431.40-33	2.60
								11/27/2018 TOTAL -	1,565.61
								FUND 010 TOTAL -	91,755.36

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ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	025	EXCESS CAPACITY	SEWER ESC				
DATE	VENDOR		VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE	NO		NAME	NO	NO	NO	
11/10/2017	420		APAC-CENTRAL, INC	PI 5893	7001178184	025-5415-435.70-15	92.05
						11/10/2017 TOTAL -	92.05
						FUND 025 TOTAL -	92.05

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FUND	DATE DUE	CONVENTION&VISITOR VENDOR NO	BUREAU VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
027	11/20/2018	11462	BUSINESS MANAGEMENT DAILY	004742	43788606/2019	027-1700-419.50-86	171.00
						11/20/2018 TOTAL -	171.00
						CUMULATIVE TOTAL -	171.00
	11/26/2018	501	CHAMBER OF COMMERCE	004994	45993	027-1700-419.30-11	22.00
						11/26/2018 TOTAL -	22.00
						CUMULATIVE TOTAL -	193.00
	11/29/2018	11471	SHARON KAY PETRIK	005075	11/01/18	027-1700-419.40-33	5,280.00
						11/29/2018 TOTAL -	5,280.00
						FUND 027 TOTAL -	5,473.00

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

FUND 030	SALES TAX CAPITAL IMPROV	DATE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/25/2018	8940	911	CUSTOM	PI 6034 32718		030-5310-431.70-02		5,100.91
				PI 6035 32720		030-5310-431.70-02		2,298.62
						9/25/2018 TOTAL -		7,399.53
						CUMULATIVE TOTAL -		7,399.53
10/08/2018	4728		CHICKASAW TELECOM INC	PI 5737 43319A		030-1103-419.70-18		51,400.50
						10/08/2018 TOTAL -		51,400.50
						CUMULATIVE TOTAL -		58,800.03
10/22/2018	10317		PDI DOOR & HARDWARE LLC DBA	PI 6072 20181363		030-1700-419.70-15		1,037.66
						10/22/2018 TOTAL -		1,037.66
						CUMULATIVE TOTAL -		59,837.69
10/24/2018	8940	911	CUSTOM	PI 6041 33116		030-3001-421.70-02		2,020.16
				PI 6042 33116		030-3001-421.70-02		45.00
						10/24/2018 TOTAL -		2,065.16
						CUMULATIVE TOTAL -		61,902.85
10/26/2018	8940	911	CUSTOM	PI 6043 331161		030-3001-421.70-02		412.41
						10/26/2018 TOTAL -		412.41
						CUMULATIVE TOTAL -		62,315.26
10/29/2018	10695		PRO MOW LAWN & LANDSCAPE DBA	PI 5965 CL1018.90		030-6000-451.70-17		1,096.50
						10/29/2018 TOTAL -		1,096.50
						CUMULATIVE TOTAL -		63,411.76
10/30/2018	427		MOTOROLA SOLUTIONS INC	PI 5803 16020731		030-1200-419.70-17		1,558.60
10/30/2018	8940	911	CUSTOM	PI 6038 327181		030-5310-431.70-02		454.30
				PI 6039 327201		030-5310-431.70-02		206.20
						10/30/2018 TOTAL -		2,219.10
						CUMULATIVE TOTAL -		65,630.86
10/31/2018	6733		CROSSLAND HEAVY CONTRACTORS INC	PI 5818 4		030-5300-431.70-15		275,513.40
						10/31/2018 TOTAL -		275,513.40
						CUMULATIVE TOTAL -		341,144.26
11/06/2018	4728		CHICKASAW TELECOM INC	PI 6011 43981A		030-6000-451.70-17		2,149.74
				PI 6012 43981A		030-6000-451.70-17		2,149.74
						11/06/2018 TOTAL -		4,299.48
						CUMULATIVE TOTAL -		345,443.74
11/07/2018	8940	911	CUSTOM	PI 6065 331162		030-3001-421.70-02		859.67
				PI 6066 331162		030-3001-421.70-02		36.53
				PI 6067 331162		030-3001-421.70-02		177.44
						11/07/2018 TOTAL -		1,073.64
						CUMULATIVE TOTAL -		346,517.38
11/19/2018	10082		THIRD GENERATION ELECTRICAL INC	PI 5827 3 FINAL		030-1103-419.70-17		2,452.90
						11/19/2018 TOTAL -		2,452.90
						CUMULATIVE TOTAL -		348,970.28

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FUND	030	SALES TAX CAPITAL IMPROV					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
11/26/2018	1057	TULSA WORLD	004924	511968-0925	030-1700-419.70-15		199.26
11/26/2018	11325	CATALYST COMMERCIAL INC	004990	3533	030-1700-419.70-17		49,100.35
					11/26/2018 TOTAL -		49,299.61
					FUND 030 TOTAL -		398,269.89

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FUND	031	POLICE	ENHANCEMENT				
DATE	VENDOR	VENDOR		VOUCHER	INVOICE	ACCOUNT	
DUE	NO	NAME		NO	NO	NO	AMOUNT
11/21/2018	11445	FALCON NORTHWEST COMPUTER SYS	PI 5792	S138136		031-3001-421.70-18	6,534.00
						11/21/2018 TOTAL -	6,534.00
						CUMULATIVE TOTAL -	6,534.00
11/26/2018	1057	TULSA WORLD	004925	519468-1023		031-3001-421.70-17	191.88
						11/26/2018 TOTAL -	191.88
						FUND 031 TOTAL -	6,725.88

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FUND 032 PARK AND RECREATION						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
10/31/2018	8895	GEM DIRT, LLC	PI 5719	20441	032-6000-451.70-15	728.00
					10/31/2018 TOTAL -	728.00
					CUMULATIVE TOTAL -	728.00
11/07/2018	5941	LOWES	PI 6055	02530	032-6000-451.70-15	16.61
					11/07/2018 TOTAL -	16.61
					CUMULATIVE TOTAL -	744.61
11/26/2018	1057	TULSA WORLD	004923	519477-1023	032-6000-451.70-17	196.80
					11/26/2018 TOTAL -	196.80
					FUND 032 TOTAL -	941.41

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FUND	040	BATTLE CREEK GOLF COURSE					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
6/01/2006	6385	MACGREGOR GOLF COMPANY	004890	917284	040-0000-141.28-01		480.00-
					6/01/2006 TOTAL -		480.00-
					CUMULATI VE TOTAL -		480.00-
6/09/2006	6385	MACGREGOR GOLF COMPANY	005406	917394	040-0000-141.28-01		380.00-
					6/09/2006 TOTAL -		380.00-
					CUMULATI VE TOTAL -		860.00-
8/07/2018	7516	YAMAHA GOLF CAR COMPANY	PI 6031	91457185	040-6104-451.70-04		10,809.00
			PI 6032	91457186	040-6104-451.70-04		6,950.00
			PI 6033	91457187	040-6104-451.70-04		6,455.00
					8/07/2018 TOTAL -		24,214.00
					CUMULATI VE TOTAL -		23,354.00
11/12/2018	7516	YAMAHA GOLF CAR COMPANY	PI 6046	91516448	040-6104-451.70-04		96,768.00
					11/12/2018 TOTAL -		96,768.00
					FUND 040 TOTAL -		120,122.00

FUND	042 STREET LIGHT FUND	FUND					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT	
DUE	NO	NAME	NO	NO	NO		
9/25/2018	8940	911 CUSTOM	PI 6036	32720	042-5310-437.70-02	2,298.65	
					9/25/2018 TOTAL -	2,298.65	
					CUMULATIVE TOTAL -	2,298.65	
10/29/2018	399	LOCKE SUPPLY COMPANY	PI 5798	3569640100	042-5300-431.60-35	5.00	
					10/29/2018 TOTAL -	5.00	
					CUMULATIVE TOTAL -	2,303.65	
10/30/2018	8940	911 CUSTOM	PI 6040	327201	042-5310-437.70-02	206.21	
					10/30/2018 TOTAL -	206.21	
					CUMULATIVE TOTAL -	2,509.86	
11/07/2018	399	LOCKE SUPPLY COMPANY	PI 5810	35775075800	042-5300-431.60-35	57.70	
11/07/2018	5941	LOWES	PI 5858	02507/	042-5300-431.60-35	66.36	
					11/07/2018 TOTAL -	124.06	
					CUMULATIVE TOTAL -	2,633.92	
11/08/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 5983	S2437391001	042-5300-431.60-35	82.32	
					11/08/2018 TOTAL -	82.32	
					CUMULATIVE TOTAL -	2,716.24	
11/09/2018	5941	LOWES	PI 6060	02976	042-5300-431.60-35	10.78	
					11/09/2018 TOTAL -	10.78	
					CUMULATIVE TOTAL -	2,727.02	
11/13/2018	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 5986	S2439091001	042-5300-431.60-23	76.16	
			PI 5987	S2439211001	042-5300-431.60-23	77.12	
					11/13/2018 TOTAL -	153.28	
					CUMULATIVE TOTAL -	2,880.30	
11/26/2018	602	GADES SALES CO INC	PI 6108	0074969	042-5300-431.60-35	175.90	
11/26/2018	6670	DAVIS H. ELLIOT / OKLAHOMA INC	005001	418251	042-5300-431.40-28	1,430.48	
					11/26/2018 TOTAL -	1,606.38	
					FUND 042 TOTAL -	4,486.68	

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FUND 043 STREET SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
11/03/2018	420	APAC-CENTRAL, INC	PI 5898	7001174393	043-5300-431.70-15	13,106.41
			PI 5899	7001174398	043-5300-431.70-15	33,685.71
					11/03/2018 TOTAL -	46,792.12
					CUMULATI VE TOTAL -	46,792.12
11/05/2018	8846	DUNHAM S ASPHALT PLANT	PI 6078	250906	043-5300-431.70-15	242.88
					11/05/2018 TOTAL -	242.88
					CUMULATI VE TOTAL -	47,035.00
11/13/2018	90	NAPA AUTO PARTS	PI 5724	2210917626	043-5300-431.70-15	60.65
			PI 5725	2210917633	043-5300-431.70-15	6.82-
					11/13/2018 TOTAL -	53.83
					FUND 043 TOTAL -	47,088.83

FUND	044	PUBLIC SAFETY	SALES TAX				
DATE	VENDOR	VENDOR		VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE	NO	NAME		NO	NO	NO	
10/01/2018	6375	ATWOODS DISTRIBUTING		PI 5949	001548	044-3009-421.60-23	38.97
						10/01/2018 TOTAL -	38.97
						CUMULATIVE TOTAL -	38.97
10/02/2018	6375	ATWOODS DISTRIBUTING		PI 5950	001549	044-3009-421.60-23	46.17
						10/02/2018 TOTAL -	46.17
						CUMULATIVE TOTAL -	85.14
10/03/2018	9818	5TH GEAR CYCLE		PI 5775	4321/ M46774	044-3001-421.70-02	23,660.01
				PI 5776	4321/ M467775	044-3001-421.70-02	23,660.01
						10/03/2018 TOTAL -	47,320.02
						CUMULATIVE TOTAL -	47,405.16
10/24/2018	7644	SOUTHERN AGRICULTURE		PI 5710	521514	044-3001-421.60-47	53.49
						10/24/2018 TOTAL -	53.49
						CUMULATIVE TOTAL -	47,458.65
10/30/2018	71	BROKEN ARROW ELECTRIC SUPPLY I		PI 5714	S2432710001	044-3001-421.60-23	361.59
						10/30/2018 TOTAL -	361.59
						CUMULATIVE TOTAL -	47,820.24
10/31/2018	399	LOCKE SUPPLY COMPANY		PI 5800	3572282700	044-3001-421.60-18	39.70
						10/31/2018 TOTAL -	39.70
						CUMULATIVE TOTAL -	47,859.94
11/01/2018	90	NAPA AUTO PARTS		PI 5906	2210916691	044-3001-421.60-20	2.79
				PI 5907	2210916706	044-3001-421.60-20	2.79
				PI 5908	2210916714	044-3001-421.60-20	2.79
				PI 5911	2210916738	044-3001-421.60-20	13.57
11/01/2018	5941	LOWES		PI 5831	02251/	044-3001-421.60-18	55.99
				PI 5832	02294	044-3001-421.60-18	5.68
				PI 5835	89617	044-3001-421.60-18	158.64
						11/01/2018 TOTAL -	242.25
						CUMULATIVE TOTAL -	48,102.19
11/02/2018	6090	RAM PRODUCTS INC		PI 6016	160031633	044-3001-421.60-20	159.00
						11/02/2018 TOTAL -	159.00
						CUMULATIVE TOTAL -	48,261.19
11/03/2018	5941	LOWES		PI 5839	14813	044-3001-421.60-23	62.92
						11/03/2018 TOTAL -	62.92
						CUMULATIVE TOTAL -	48,324.11
11/05/2018	309	OKLAHOMA NATURAL GAS CO		000303	110008282	044-3001-421.50-24	148.77
				000304	252838500	044-3001-421.50-24	157.33
				004041	114669973	044-3001-421.50-24	215.98
				006796	114839300	044-3001-421.50-24	174.42
11/05/2018	5941	LOWES		PI 5845	13370	044-3009-421.60-23	5.69
11/05/2018	6347	COX COMMUNICATIONS		003041	069285801	044-3001-421.50-22	3,693.31
				004025	072144601	044-3009-421.50-22	74.18
11/05/2018	7782	TI GER, INC.		003045	1100082	044-3001-421.50-24	92.59

FUND	044	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
							003046	2528385	044-3001-421.50-24	108.03
							003047	1148393	044-3001-421.50-24	156.05
									11/05/2018 TOTAL -	4,826.35
									CUMULATIVE TOTAL -	53,150.46
11/06/2018		5941				LOWES	PI 6094	11362	044-3001-421.60-23	408.56
									11/06/2018 TOTAL -	408.56
									CUMULATIVE TOTAL -	53,559.02
11/07/2018		90				NAPA AUTO PARTS	PI 5921	2210917148	044-3001-421.60-20	16.99
11/07/2018		206				FERGUSON PONTIAC GMC TRUCK	PI 5791	142277	044-3001-421.60-20	180.90
11/07/2018		5941				LOWES	PI 5855	02406	044-3001-421.60-18	29.16
							PI 5860	02568	044-3001-421.60-18	34.65
									11/07/2018 TOTAL -	261.70
									CUMULATIVE TOTAL -	53,820.72
11/08/2018		90				NAPA AUTO PARTS	PI 5928	2210917237B	044-3001-421.60-20	257.42
									11/08/2018 TOTAL -	257.42
									CUMULATIVE TOTAL -	54,078.14
11/09/2018		120				CINTAS CORPORATION	PI 5749	5012268813	044-3001-421.60-23	26.49
11/09/2018		206				FERGUSON PONTIAC GMC TRUCK	PI 6109	142287	044-3001-421.60-20	95.78
11/09/2018		5941				LOWES	PI 6097	1799-	044-3001-421.60-23	136.21
									11/09/2018 TOTAL -	13.94
									CUMULATIVE TOTAL -	54,064.20
11/13/2018		90				NAPA AUTO PARTS	PI 5726	2210917655	044-3001-421.60-20	99.98
11/13/2018		7483				LAFERRY'S LP GAS COMPANY	PI 6052	27925	044-3001-421.60-23	20.00
									11/13/2018 TOTAL -	119.98
									CUMULATIVE TOTAL -	54,184.18
11/14/2018		90				NAPA AUTO PARTS	PI 5729	2210917697	044-3001-421.60-20	4.99
11/14/2018		6576				BAYSI NGER POLICE SUPPLY	PI 6008	102988	044-3001-421.60-10	712.37
							PI 6009	102988	044-3001-421.60-11	841.91
									11/14/2018 TOTAL -	1,559.27
									CUMULATIVE TOTAL -	55,743.45
11/15/2018		5941				LOWES	PI 6100	11102	044-3001-421.60-23	165.76
									11/15/2018 TOTAL -	165.76
									CUMULATIVE TOTAL -	55,909.21
11/20/2018		5731				JOHN E. REID & ASSOC., INC.	004973	187107	044-3001-421.30-11	100.00
11/20/2018		11351				RODNEY GARNER	004752	11/14/18	044-3001-421.50-03	61.00
									11/20/2018 TOTAL -	161.00
									CUMULATIVE TOTAL -	56,070.21
11/26/2018		355				INCOG	005004	E001344	044-3001-421.50-22	2,410.83
11/26/2018		584				SAMS CLUB	004887	3783	044-3001-421.60-23	67.51
							004920	2013480373	044-3009-421.60-23	296.56
11/26/2018		2010				WALGREENS COMPANY	004900	100242289	044-3008-421.30-87	36.98
							005021	100239544	044-3008-421.30-87	1,297.67

FUND 044 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
11/26/2018	3694	ARROW EXTERMINATORS INC	004823	612705	044-3001-421.40-07	35.00
			004824	612704	044-3001-421.40-07	125.00
			004825	612703	044-3001-421.40-07	70.00
11/26/2018	4225	LANGUAGE LINE SERVICE	004879	4421898	044-3006-421.30-87	139.00
11/26/2018	4513	CUSTOM SERVICES	004863	382453	044-3009-421.40-07	84.00
			004864	384924	044-3008-421.40-07	694.39
			005000	385099	044-3008-421.40-07	131.00
11/26/2018	5246	POLICE EXECUTIVE RESEARCH FORUM	004918	6300	044-3001-421.30-85	475.00
11/26/2018	10995	DR. BINU THEVATHERIL DVM	004870	11/02/18	044-3009-421.30-87	620.00
			004871	11/09/18	044-3009-421.30-87	530.00
					11/26/2018 TOTAL -	7,012.94
					CUMULATIVE TOTAL -	63,083.15
11/27/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	005050	50040833	044-3001-421.40-33	1.60
			005051	50040835	044-3009-421.40-33	4.45
					11/27/2018 TOTAL -	6.05
					FUND 044 TOTAL -	63,089.20

FUND	045	PUBLIC SAFETY	SALES TAX					
DATE	VENDOR	VENDOR		VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME		NO	NO	NO		
8/26/2018	8852	FABRICLEAN SUPPLY OF OKLAHOMA		PI 5771	S3314720.001	045-3501-422.60-23		724.39
						8/26/2018 TOTAL -		724.39
						CUMULATIVE TOTAL -		724.39
9/27/2018	4536	PRECISION INDUSTRIES INC		PI 5944	2404	045-3501-422.60-20		464.96
						9/27/2018 TOTAL -		464.96
						CUMULATIVE TOTAL -		1,189.35
10/02/2018	8852	FABRICLEAN SUPPLY OF OKLAHOMA		PI 5778	S3314720002	045-3501-422.60-23		122.66
						10/02/2018 TOTAL -		122.66
						CUMULATIVE TOTAL -		1,312.01
10/08/2018	68	BOUND TREE MEDICAL		PI 5740	83003628	045-3501-422.70-17		2,613.49
						10/08/2018 TOTAL -		2,613.49
						CUMULATIVE TOTAL -		3,925.50
10/09/2018	68	BOUND TREE MEDICAL		PI 5741	83004954	045-3501-422.70-17		394.99
						10/09/2018 TOTAL -		394.99
						CUMULATIVE TOTAL -		4,320.49
10/10/2018	4536	PRECISION INDUSTRIES INC		PI 5718	2414	045-3501-422.60-20		142.66
						10/10/2018 TOTAL -		142.66
						CUMULATIVE TOTAL -		4,463.15
10/14/2018	8968	ARROW INTERNATIONAL INC		PI 5894	9500623359	045-3502-422.60-23		2,850.00
						10/14/2018 TOTAL -		2,850.00
						CUMULATIVE TOTAL -		7,313.15
10/15/2018	7651	RESCUE TECHNOLOGY		PI 5961	14804	045-3501-422.70-17		2,794.30
						10/15/2018 TOTAL -		2,794.30
						CUMULATIVE TOTAL -		10,107.45
10/16/2018	68	BOUND TREE MEDICAL		PI 5742	83010513	045-3501-422.70-17		1,042.88
						10/16/2018 TOTAL -		1,042.88
						CUMULATIVE TOTAL -		11,150.33
10/19/2018	97	CASCO INDUSTRIES INC		PI 5804	200243	045-3501-422.70-17		1,266.00
						10/19/2018 TOTAL -		1,266.00
						CUMULATIVE TOTAL -		12,416.33
10/23/2018	4536	PRECISION INDUSTRIES INC		PI 5963	2441CM	045-3501-422.60-20		122.55-
						10/23/2018 TOTAL -		122.55-
						CUMULATIVE TOTAL -		12,293.78
10/24/2018	7651	RESCUE TECHNOLOGY		PI 5962	14865	045-3501-422.70-17		1,805.00
						10/24/2018 TOTAL -		1,805.00
						CUMULATIVE TOTAL -		14,098.78
10/25/2018	370	AIRGAS USA LLC		PI 5738	9081763909	045-3503-422.60-20		555.33
						10/25/2018 TOTAL -		555.33
						CUMULATIVE TOTAL -		14,654.11

FUND	045	PUBLIC SAFETY	SALES TAX				
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
10/26/2018	68	BOUND TREE MEDICAL	PI 5819	83019400	045-3502-422.60-23	48.75	
			PI 5820	83019401	045-3502-422.60-23	450.67	
10/26/2018	370	AIRGAS USA LLC	PI 5739	9081867174	045-3502-422.60-23	175.33	
					10/26/2018 TOTAL -	674.75	
					CUMULATIVE TOTAL -	15,328.86	
10/29/2018	5770	HENRY SCHEIN INC	PI 5712	58806520	045-3502-422.60-23	108.55	
					10/29/2018 TOTAL -	108.55	
					CUMULATIVE TOTAL -	15,437.41	
10/30/2018	8280	CONRAD FIRE EQUIPMENT INC	PI 5743	531181	045-3501-422.60-20	832.94	
					10/30/2018 TOTAL -	832.94	
					CUMULATIVE TOTAL -	16,270.35	
10/31/2018	5770	HENRY SCHEIN INC	PI 5713	58874044	045-3502-422.60-23	660.00	
					10/31/2018 TOTAL -	660.00	
					CUMULATIVE TOTAL -	16,930.35	
11/01/2018	68	BOUND TREE MEDICAL	PI 5979	83024444	045-3501-422.60-23	764.10	
			PI 5980	83024445	045-3502-422.60-23	230.25	
11/01/2018	90	NAPA AUTO PARTS	PI 5905	210916734	045-3501-422.60-20	7.21	
11/01/2018	5941	LOWES	PI 5834	11147	045-3501-422.60-23	9.49	
					11/01/2018 TOTAL -	1,011.05	
					CUMULATIVE TOTAL -	17,941.40	
11/02/2018	370	AIRGAS USA LLC	PI 5992	9082142409	045-3502-422.60-23	450.61	
11/02/2018	5941	LOWES	PI 5836	02441	045-3501-422.60-18	36.06	
			PI 5837	10059	045-3502-422.60-20	31.88	
11/02/2018	8294	FLEETPRIDE INC	PI 5787	13290144	045-3501-422.60-20	127.35	
			PI 5788	13290144	045-3502-422.60-20	181.70	
11/02/2018	10554	JIM NORTON CHEVROLET	PI 5815	CTCS99445	045-3503-422.40-20	832.71	
					11/02/2018 TOTAL -	1,660.31	
					CUMULATIVE TOTAL -	19,601.71	
11/05/2018	42	ARROW SAFE AND LOCK INC	PI 5755	72598	045-3501-422.60-18	149.93	
11/05/2018	120	CINTAS CORPORATION	PI 5747	5012104979	045-3501-422.60-23	202.36	
11/05/2018	238	GOODYEAR AUTO SERVICE CENTER	PI 5785	150013	045-3501-422.60-20	50.00	
11/05/2018	240	GRAINGER	PI 5734	9956098157	045-3501-422.60-31	234.52	
11/05/2018	309	OKLAHOMA NATURAL GAS CO	001671	254389900	045-3501-422.50-24	342.52	
			004040	110382200	045-3501-422.50-24	233.15	
			005052	254389900	045-3501-422.50-24	2.55	
			007676	179445691	045-3501-422.50-24	177.44	
11/05/2018	377	KIMS INTERNATIONAL	PI 5812	0109069	045-3501-422.60-20	16.20	
					11/05/2018 TOTAL -	1,408.67	
					CUMULATIVE TOTAL -	21,010.38	
11/06/2018	68	BOUND TREE MEDICAL	PI 5981	83028400	045-3502-422.60-23	1,515.50	
11/06/2018	101	WELDON PARTS TULSA	PI 5558	218782200	045-3501-422.60-20	33.71	
11/06/2018	240	GRAINGER	PI 5790	9957383632	045-3501-422.60-23	26.18	
11/06/2018	5941	LOWES	PI 5848	02228	045-3501-422.60-18	28.98	
			PI 5849	11358	045-3501-422.60-18	15.65	

FUND	045	PUBLIC SAFETY	SALES TAX				
DATE	VENDOR	VENDOR		VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE	NO	NAME		NO	NO	NO	
11/06/2018	8968	ARROW INTERNATIONAL INC		PI 5851 16197- PI 5904 9500697809		045-3501-422.60-18 045-3502-422.60-23 11/06/2018 TOTAL - CUMULATIVE TOTAL -	28.93- 1,915.50 3,506.59 24,516.97
11/07/2018	5941	LOWES		PI 5857 02450/ PI 5859 02554		045-3501-422.60-18 045-3501-422.60-18	11.39 37.76
11/07/2018	8294	FLEETPRIDE INC		PI 5789 13939311		045-3501-422.60-20 11/07/2018 TOTAL - CUMULATIVE TOTAL -	166.15 215.30 24,732.27
11/08/2018	90	NAPA AUTO PARTS		PI 5926 2210917225		045-3501-422.60-20 11/08/2018 TOTAL - CUMULATIVE TOTAL -	100.59 100.59 24,832.86
11/11/2018	4536	PRECISION INDUSTRIES INC		PI 5732 2421		045-3501-422.60-20 11/11/2018 TOTAL - CUMULATIVE TOTAL -	110.64 110.64 24,943.50
11/12/2018	68	BOUND TREE MEDICAL		PI 5982 83033376		045-3502-422.60-23	874.18
11/12/2018	97	CASCO INDUSTRIES INC		PI 6020 200991		045-3501-422.60-24	739.00
11/12/2018	8940	911 CUSTOM		PI 6068 33191		045-3501-422.60-20 11/12/2018 TOTAL - CUMULATIVE TOTAL -	234.00 1,847.18 26,790.68
11/13/2018	90	NAPA AUTO PARTS		PI 5723 2210917621 PI 5727 2210917657		045-3501-422.60-20 045-3502-422.60-20	13.53- 26.49-
11/13/2018	240	GRAINGER		PI 6115 9003935575		045-3501-422.60-23	51.02
11/13/2018	399	LOCKE SUPPLY COMPANY		PI 6049 3582644600		045-3501-422.60-18 11/13/2018 TOTAL - CUMULATIVE TOTAL -	99.46 110.46 26,901.14
11/15/2018	4572	LIGHTING INC/ BROKEN ARROW ELEC		PI 6064 S2440519001		045-3501-422.60-18	229.75
11/15/2018	5941	LOWES		PI 6099 11068		045-3501-422.60-23	18.98
11/15/2018	8280	CONRAD FIRE EQUIPMENT INC		PI 6110 531505		045-3501-422.60-20	316.20
11/15/2018	9700	ADVANCED INDUSTRIAL SOLUTIONS		PI 6019 238856		045-3501-422.60-30 11/15/2018 TOTAL - CUMULATIVE TOTAL -	173.01 737.94 27,639.08
11/19/2018	5903	LIGHT HOUSE UNIFORMS CO.		PI 6069 102119		045-3501-422.60-10 11/19/2018 TOTAL - CUMULATIVE TOTAL -	224.60 224.60 27,863.68
11/20/2018	10259	JEREMY MOORE		004750 11/05-09/18		045-3501-422.50-03	16.80
11/20/2018	11289	DUSTIN BATES		004747 SUMMER 2018		045-3501-422.30-11 11/20/2018 TOTAL - CUMULATIVE TOTAL -	109.75 126.55 27,990.23
11/26/2018	370	AIRGAS USA LLC		004987 9957314457		045-3501-422.40-33	302.60
11/26/2018	501	CHAMBER OF COMMERCE		004852 45942		045-3501-422.30-11	15.00
11/26/2018	653	OKLAHOMA STATE UNIVERSITY		004886 70297		045-3501-422.30-11	800.00

FUND 045 PUBLIC SAFETY SALES TAX							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
11/26/2018	891	STOREY WRECKER SERVICE INC	005020	474372	045-3501-422.40-20	184.50	
11/26/2018	3694	ARROW EXTERMINATORS INC	004832	612709	045-3501-422.40-07	45.00	
			004833	612786	045-3501-422.40-07	10.00	
			004834	614092	045-3501-422.40-07	55.00	
			004835	612710	045-3501-422.40-07	35.00	
			004836	614096	045-3501-422.40-07	40.00	
			004837	614097	045-3501-422.40-07	45.00	
			004838	612712	045-3501-422.40-07	65.00	
			004839	612805	045-3501-422.40-07	50.00	
			004840	612702	045-3501-422.40-07	70.00	
			004841	612711	045-3501-422.40-07	35.00	
			004842	614093	045-3501-422.40-07	50.00	
11/26/2018	3964	THE ARROW GROUP	004888	75715	045-3501-422.30-87	30.00	
11/26/2018	8280	CONRAD FIRE EQUIPMENT INC	004853	531343	045-3501-422.30-87	247.00	
			004854	531344	045-3501-422.30-87	247.00	
			004855	531345	045-3501-422.30-87	247.00	
			004856	531346	045-3501-422.30-87	247.00	
			004857	531347	045-3501-422.30-87	247.00	
			004858	531348	045-3501-422.30-87	247.00	
			004859	531349	045-3501-422.30-87	247.00	
			004860	531350	045-3501-422.30-87	247.00	
			004861	531351	045-3501-422.30-87	247.00	
			004862	531352	045-3501-422.30-87	247.00	
11/26/2018	8512	AT&T MOBILITY	005061	2329159	045-3501-422.50-54	8.86	
			005062	2373446	045-3501-422.50-54	8.86	
11/26/2018	8772	MODERN MARKETING	004883	MMI 130209	045-3504-422.60-23	329.19	
			004884	MMI 130192	045-3504-422.60-23	556.86	
11/26/2018	9734	EMS TECHNOLOGY SOLUTIONS LLC	004872	22583	045-3502-422.40-55	240.00	
11/26/2018	10708	H. O. W. FOUNDATION	004909	0028740	045-3501-422.40-28	106.25	
					11/26/2018 TOTAL -	5,552.12	
					CUMULATIVE TOTAL -	33,542.35	
11/27/2018	9151	CLEAN THE UNIFORM CO OKLAHOMA	005041	50040061	045-3501-422.40-33	6.35	
			005042	50040060	045-3501-422.40-33	11.55	
			005043	50040056	045-3501-422.40-33	4.95	
			005044	50040824	045-3501-422.40-33	3.35	
			005045	50040834	045-3501-422.40-33	2.20	
			005046	50040829	045-3501-422.40-33	4.35	
			005047	50041156	045-3501-422.40-33	3.95	
			005048	50039510	045-3501-422.40-33	5.90	
			005049	50039508	045-3501-422.40-33	4.60	
					11/27/2018 TOTAL -	47.20	
					FUND 045 TOTAL -	33,589.55	

PREPARED 11/30/18, 14:45:43  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 35

FUND	059 2008	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		
DUE	NO	NAME	NO	NO	NO		AMOUNT
11/01/2018	5290	HOLLOWAY, UPDIKE AND BELLEN IN PI 6075	#21		059-5300-431.70-16		5,530.80
					11/01/2018 TOTAL -		5,530.80
					FUND 059 TOTAL -		5,530.80

PREPARED 11/30/18, 14:45:43  
 PROGRAM GM314L  
 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 36

FUND	060 WORKMANS COMP						
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
11/20/2018	10956	WORKER'S COMPENSATION ACCOUNT	004978	11/26/18	060-1700-419.30-88		2,357.25
			004979	11/26/18	060-1700-419.30-88		116.67
			004980	11/26/18	060-1700-419.30-87		19.60
					11/20/2018 TOTAL -		2,260.18
					CUMULATIVE TOTAL -		2,260.18
11/26/2018	10955	CONSOLIDATED BENEFITS RESOURCE	004906	2086	060-1700-419.30-87		5,833.33
					11/26/2018 TOTAL -		5,833.33
					CUMULATIVE TOTAL -		8,093.51
11/30/2018	10956	WORKER'S COMPENSATION ACCOUNT	005080	11/26/18	060-1700-419.30-88		12,922.06
			005081	11/26/18	060-1700-419.50-90		12,483.38
			005082	11/26/18	060-1700-419.30-08		4,743.00
					11/30/2018 TOTAL -		30,148.44
					FUND 060 TOTAL -		38,241.95

PREPARED 11/30/18, 14:45:43  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 37

FUND	070	DEBT	SERVICE	FUND				
	DATE		VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	
	DUE		NO	NAME	NO	NO	NO	AMOUNT
11/05/2018		50		BANK OF OKLAHOMA	005053	BROKARROK16B	070-7000-471.81-01	345,000.00
					005054	BROKARROK16B	070-7000-472.81-01	94,718.75
					005055	BROKARROK16B	070-7000-475.81-01	300.00
					005056	BROKARROK16A	070-7000-471.81-01	605,000.00
					005057	BROKARROK16A	070-7000-472.81-01	166,918.75
					005058	BROKARROK16A	070-7000-475.81-01	300.00
							11/05/2018 TOTAL -	1,212,237.50
							FUND 070 TOTAL -	1,212,237.50

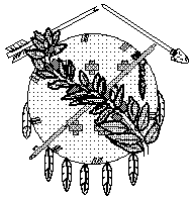
FUND 091 2011	GO BOND ISSUE						
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/26/2018	4152	MAGNUM CONSTRUCTION INC	PI 5816	4	091-6000-451.70-15		4,595.00
					9/26/2018 TOTAL -		4,595.00
					CUMULATIVE TOTAL -		4,595.00
10/31/2018	5955	GH2 ARCHITECTS, LLC	PI 6071	04	091-3501-422.70-16		15,960.00
10/31/2018	10570	ELLSWORTH CONSTRUCTION LLC	PI 5817	3	091-5300-431.70-15		79,184.29
					10/31/2018 TOTAL -		95,144.29
					CUMULATIVE TOTAL -		99,739.29
11/01/2018	6670	DAVIS H. ELLIOT / OKLAHOMA INC	PI 5826	4 FINAL	091-5305-438.70-15		23,788.33
					11/01/2018 TOTAL -		23,788.33
					FUND 091 TOTAL -		123,527.62

PREPARED 11/30/18, 14:45:43  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE					
FUND	DUE DATE	AMOUNT	CREDIT	BALANCE	
100	12/31/98	100.00		100.00	
200	12/31/98	200.00		200.00	
300	12/31/98	300.00		300.00	
400	12/31/98	400.00		400.00	
500	12/31/98	500.00		500.00	
600	12/31/98	600.00		600.00	
700	12/31/98	700.00		700.00	
800	12/31/98	800.00		800.00	
900	12/31/98	900.00		900.00	
TOTAL					

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FUND	092 2014	GO BOND ISSUE	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	8/03/2018	97	CASCO INDUSTRIES INC	PI 5795	197461			092-3501-422.70-17	10,818.10
								8/03/2018 TOTAL -	10,818.10
								CUMULATIVE TOTAL -	10,818.10
	10/31/2018	7407	PROFESSIONAL ENGINEERING CONSULTING	PI 6037	518726			092-6000-451.70-16	48,010.00
								10/31/2018 TOTAL -	48,010.00
								CUMULATIVE TOTAL -	58,828.10
	11/01/2018	5290	HOLLOWAY, UPDIKE AND BELLEN INC	PI 6076	#21			092-5305-438.70-15	719.20
								11/01/2018 TOTAL -	719.20
								CUMULATIVE TOTAL -	59,547.30
	11/06/2018	1738	PLANNING DESIGN GROUP	PI 6044	4544			092-6000-451.70-16	2,500.07
				PI 6045	4544			092-6000-451.70-16	1,872.93
	11/06/2018	4728	CHICKASAW TELECOM INC	PI 6010	43981A			092-1700-419.70-15	1,121.20
								11/06/2018 TOTAL -	5,494.20
								FUND 092 TOTAL -	65,041.50
								TOTAL ALL FUNDS -	3,262,123.22



# City of Broken Arrow

## Request for Action

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**File #:** 18-1347, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/4/2018**

**Title:**

Presentation of Service Award Pin to Councilmember Mike Lester

**Background:**

Councilor Mike Lester was first elected as City Councilmember in 2007 and was re-elected in 2011 and 2015. During his time on the City Council, he served as Mayor from 2009 to 2012. In addition to his time as an elected official, Mr. Lester served nine years on the Planning Commission and one year on the Board of Adjustment.

As a result of his dedication to the citizens of Broken Arrow, it is appropriate to recognize his service with a service award pin. Councilmember Lester is receiving a 20-year pin.

**Cost:** \$0

**Funding Source:** N/A

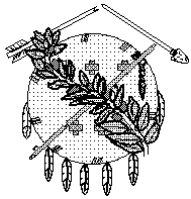
**Requested By:** Russell Gale, Assistant City Manager - Administration

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

**Attachments:** None

**Recommendation:**

No action necessary.



# City of Broken Arrow

## Request for Action

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**File #:** 18-1324, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 12/4/2018**

**Title:**

Consideration, discussion, and possible appointment of three (3) representatives and one alternate representative to the Indian Nations Council of Governments (INCOG) Board of Directors and one representative and one alternate to the INCOG General Assembly, each for a two-year term beginning in January, 2019

**Background:**

The City of Broken Arrow is allocated three (3) positions on the Indian Nations Council of Governments (INCOG) Board of Directors. Each representative serves a two-year term commencing the first day in January of each odd numbered year. Generally, because three Broken Arrow City Council members serving on the Board of Directors would result in a public meeting posting by the City, the designated representatives have historically been two City Council members and the City Manager, with a third City Council Member as the alternate.

As a participating member of INCOG, the City of Broken Arrow may also appoint one elected official as a representative to the General Assembly. Historically, the City Manager has served as the alternate.

At the May 2, 2017 City Council meeting, Mayor Craig Thurmond, Vice Mayor Scott Eudey and City Manager Michael Spurgeon were nominated to serve as INCOG board members with Councilor Johnnie Parks nominated as board alternate.

At the May 2, 2017 meeting, City Manager Michael Spurgeon was approved as a member of the INCOG General Assembly and Councilor Parks as the alternate.

**Cost:** \$0

**Funding Source:** N/A

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

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

**Attachments:** None

**Recommendation:**

1. Appoint three representatives and an alternate to the INCOG Board of Directors for the current term.
2. Appoint one representative and an alternate to the INCOG General Assembly for the current term.



Regional Partners — Regional Solutions

2 West Second Street Suite 800 | Tulsa, OK 74103 | 918.584.7526 | [www.INCOG.org](http://www.INCOG.org)

November 26, 2018

CITY OF BROKEN ARROW

Honorable Craig Thurmond  
Mayor of Broken Arrow  
P O Box 610  
Broken Arrow OK 74013-0610

NOV 29 2018

CITY MANAGER'S OFFICE

Re: Appointments to INCOG Board of Directors and General Assembly

Dear Mayor Thurmond:

According to the INCOG By-laws, "the officers and members of the Board of Directors shall hold office for a term of two (2) years, said term commencing on the first day of January on each odd-numbered year, following their selection." Further, "The governing body of each participating city having more than 50,000 populations shall select one (1) representative for each 50,000 increment of population or any fraction thereof. The majority of said representatives shall be public officials who hold an elective office and shall be members of the governing body of said city."

We are requesting that the City of Broken Arrow designate its three representatives, and alternates if desired, to the INCOG Board of Directors for the upcoming two-year terms. Currently, you, Vice Mayor Scott Eudey and City Manager Michael Spurgeon are the Broken Arrow representatives on the INCOG Board of Directors, and Councilor Johnnie Parks is designated as the alternate.

Also, the INCOG By-laws provide for the appointment of a representative to the INCOG General Assembly. Each participating member may appoint one elected official as a representative to the General Assembly. The General Assembly typically meets once a year. Currently, Michael Spurgeon is the Broken Arrow representative to the General Assembly and Johnnie Parks is the alternate.

Please notify us of your INCOG Board and General Assembly appointments in writing or by email to [lbrewer@incog.org](mailto:lbrewer@incog.org) by January 4, 2019, if possible. If you have any questions, please do not hesitate to contact me or LaDonna Brewer, at (918) 584-7526. We look forward to continuing to work with you in the coming year.

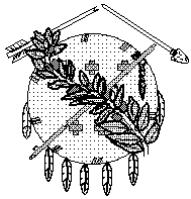
Sincerely,

A handwritten signature in dark ink, appearing to read "Rich Brierre".

Rich Brierre  
Executive Director

RB/lb

cc: Scott Eudey  
Michael Spurgeon



# City of Broken Arrow

## Request for Action

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**File #:** 18-1385, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-04-2018**

**Title:**

Consideration, discussion, and possible adoption of Ordinance No. 3547 an ordinance amending Chapter 7-Business Regulations and Licenses, Article 1-In General, Section 7-12, Mobile food vendors; repealing all ordinances to the contrary; and declaring an emergency

**Background:**

This ordinance regulates the permitting of mobile vendors. The amendment provides for an annual permit instead of a permit being requires per location the vendor operates at. The fee charged for such permit is no longer required per location but instead on an annual basis. Further, site plans are no longer required before a permit will be issued. This will allow mobile vendors to operate at various locations within the City pursuant to an annual permit.

**Cost:** \$0

**Funding Source:** No Source

**Requested By:** Trevor Dennis, City Attorney

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

**Attachments:** Ordinance No. 3547

**Recommendation:**

Adopt Ordinance No. 3547 and approve the emergency clause.

## ORDINANCE NO. 3547

### AN ORDINANCE AMENDING CHAPTER 7- BUSINESS REGULATIONS AND LICENSES, ARTICLE 1-INGENERAL, SECTION 7-12, MOBILE FOOD VENDORS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

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

**SECTION I.** That Chapter 7-Business Regulations and Licenses, Article 1 - In General, Section 7-12- Mobile food vendors shall read as follows:

Sec. 7-12. - Mobile food vendors.

The purpose of this section is to regulate the actions of mobile vendors. It has been determined that the public health, safety, good order and general welfare of the residents of the city require the regulation and management of such enterprises. The receipt of a mobile vendor license is a privilege which may be suspended, limited or revoked for violating the intent and letter of this section.

- (a) *Definitions.* Use of words and phrases. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

*Commissary.* An approved facility that provides support services for specific required functions of a mobile vendor. Any food establishment permitted or licensed by a regulatory agency, such as a catering operation, restaurant, grocery store or similar establishment or any otherwise approved facility in which food, containers or supplies are kept, handled, prepared, packaged or stored. When not required at the mobile vendor, commissaries may provide a three compartment sink for washing, rinsing and sanitization of equipment/utensils in addition to hand wash and rest room facilities. Services required of the commissary will be based on the food sold and the mobile vendor type and capabilities this may require the installation of a grease interceptor. A private residence may not be used as a commissary.

*Concessionaire.* A person engaged in the sale of food or other goods or services in a city park or on city property, including without limitation those who operate or maintain a concession stand, in accordance with a written agreement or franchise therefore as lawfully approved in writing by the city.

*Director* shall mean the director of development services or such other person designated by the city manager to enforce the provisions of this chapter or that person's designee.

*Farmers markets.* Farmers market means a designated area in which farmers, growers or producers from a defined region gather on a regularly scheduled basis to sell at retail non-potentially hazardous farm food products and whole shell eggs to the public. A portion of the raw food ingredients used by the individual vendor to produce a product must have been grown or raised by the vendor. A farmers' market must have written operational

guidelines and a minimum of six vendors along with a designated market manager or advisory board who will be responsible for distribution of a copy of the guidelines to the vendors. Farmers markets must be registered by the state department of agriculture, food and forestry. This definition does not include individual farmers who grow and sell unprocessed fruit and/or vegetables from the farm, roadside or truck.

*Food* has its usual and ordinary meaning, and includes all items designed for human consumption, including but not limited to ice cream, candy, gum, popcorn, hotdogs, sandwiches, peanuts, soft drinks, coffee and dairy products.

*Mobile vendor.* An outdoor seller, as defined herein, and any business operator or vendor who conducts business from or through use of a vehicle as defined herein.

*Outdoor seller.* Any person offering for retail sale, or making retail sales of, any goods, products, wares or merchandise of any type, other than food as defined here in at any permitted location; provided, however, that this definition shall not include merchants who ordinarily and regularly offer such items for retail sale within permanent structures located on the same premises; provided further that this definition shall not include those sales commonly known as a garage sale, porch sale, backyard sale, patio sale, lawn sale, yard sale, attic sale, estate sale, moving sale or any similar sale of tangible personal property held out for sale to the public and conducted from or on any lot in a residential zoning district conducted by an individual who owns, leases or has the permission of the owner of the structure located on the same premises.

*Special events.* A special event is an event whether indoors or outdoors, that can reasonably be expected to cause a public gathering not part of the normal course of business at the location. It may also be defined as any event where a large number of people are brought together to watch or participate.

*Vehicle* shall mean a push cart, a trailer, a three-wheeled pedal carrier or like device or a motorized vehicle that is registered and licensed by the state department of motor vehicles.

- (b) *Types of mobile vendors.* The following mobile vendor operations shall be licensed as set forth in this chapter:

- (1) *Seasonal food service establishment.* These are seasonal food services described by the city health code as type 45 class S operations.

The seasonal food service establishment is limited to serving coffee, and snow cones with use of liquid milk, raw fruits, raw vegetables, nuts in the shell, and commercially bottled syrup, sorghum, honey, sweet cider, and other non-time/temperature control for safety foods.

These operations shall be restricted to a maximum annual operation of 180 consecutive days.

These operations are restricted to commercial, industrial, business districts.

The business license shall specify the approval date and the expiration date. No license may be issued for any length of time longer than 180 days from the date of approval.

- (2) *Mobile food service establishment.* Mobile food service establishment is a facility that prepares food and is vehicle-mounted (is department of transportation road approved, including wheels and axles), is readily moveable and remains at one physical address for no more than 12 hours at one time.

These operations include the sale of packaged foods from a stationary display and all other types of food preparation operations as identified and approved by the county health department prior to the issuance of a license by the city as provided herein.

These vehicles must physically return to their commissaries daily for health department compliance, including but not limited to wastewater disposal, maintenance, cleaning, etc.

These operations must notify the city, in writing, as part of the application for license process, the following information:

- a. A schedule of times and locations for their operations;
- b. Location, street address, of their commissary;

These operations are restricted to commercial, industrial, and business zoning districts.

If this service is to be located on private property for any time, prior written approval of the operation from the private property owner must be immediately provided to the City upon request.

- (3) *Mobile push cart food services.* "Mobile push cart" means a non-self-propelled food unit that can be manually moved.

These operations shall relocate at intervals not to exceed every four hours if located in public right-of-way.

These services may operate in permitted locations, including, city right-of-way.

If this service is to be located on private property for any time, prior written approval of the operation from the private property owner must be immediately provided to the City upon request.

These operations are restricted to commercial, industrial, business zoning districts and the downtown Farmers Market or pursuant to a special events permit.

These operations performed inside commercial businesses such as hospitals, mall shopping centers, etc. are exempt.

- (c) *Exemptions.* The following activities, businesses and/or persons, as such are commonly known, shall be exempt from coverage of this chapter, but this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

- (1) Newspaper couriers;
- (2) Traditional neighborhood lemonade stands;

- (3) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;
  - (4) Delivery or distribution of food, goods or products ordered or purchased by customers from a source or point of sale other than a mobile vehicle operated for the purpose of soliciting customers while traveling or while located on city streets or property;
  - (5) Delivery or distribution of food by or for any not-for-profit organization, governmental agency or other charitable organization, including without limitation Meals on Wheels and the Food Bank; and
  - (6) Concessionaires as defined in this chapter, except that concession agreements with the city shall include health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by this chapter.
  - (7) Special events that have been permitted and approved by the council.
- (d) *License—Required.* It is unlawful for a mobile vendor to engage in sales business within the city except when licensed as a mobile vendor in compliance with the provisions of this chapter. A separate mobile vendor site permit may be required for each location as provided hereinafter.
- (e) *License application process—Application.* Applicants for a license pursuant to this chapter, shall file an application on a form to be furnished by the city, which shall contain the following information:
- (1) The name or names, birth date, and address (street and mailing, if different) of the applicant;
  - (2) Vehicle license number and description of all vehicles from which the applicant proposes to conduct business;
  - (3) The identity of the commissary, if applicable, its proprietor, its street and mailing address and phone number;
  - (4) A document from the county health department, certifying that the mobile vending business has complied with all applicable state and local health department regulations;
  - (5) A verification that the applicant or the applicant's employer is a vendor register with the state tax commission, or other proof that sales tax has been or is being paid on the items sold or to be sold; or proof that the applicant or the applicant's employer is exempt from the payment of sales tax;
  - (6) Such other information as the city may require and as requested in said application form.
- (f) *Review and investigation—Issuance or denial.* Upon receipt of an application for a license pursuant to this chapter, the director shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and ordinances as well as other applicable provisions of this Code. An annual inspection by the fire department and code

enforcement must be completed before an application is approved. An applicant shall permit representatives of the police department, health department, fire department, code enforcement or other applicable agencies to inspect the premises for the purpose of insuring compliance with City, State and Federal Laws at any time it is occupied or open for business.

Upon completion of any investigation as provided for by this chapter, the application shall be reviewed to ensure compliance with all requirements.

That the applicant or the applicant's employer is a vendor registered with the state tax commission for the payment of sales tax, or that he or she has otherwise demonstrated that sales tax has been or is being paid on the items sold, or that the applicant or the applicant's employer is exempt from payment of such tax;

That the applicant or the applicant's employer is aware of the responsibility to collect and pay sales tax, unless tax exempt;

That the business operation described shall not endanger property, public or private; shall not obstruct pedestrian or vehicular traffic and shall not increase risks to public safety;

Applications for a license shall be accompanied by a nonrefundable processing fee (refer to the Manual of Fees).

The annual license fee (refer to the Manual of Fees) shall be due and payable by the applicant at the time the license is issued and may be prorated quarterly.

Within 15 business days after receipt of the application, the application shall either be approved or disapproved. Grounds for disapproval shall be the following:

- (1) A finding that the application is incomplete;
  - (2) Nonpayment of all applicable fees;
  - (3) Failure of the applicant to verify that he, she or it, is a vendor registered with the state tax commission for the payment of sales tax; or that sales tax has been or is being paid on the items sold; or that he, she, or it, is otherwise exempt from payment of sales tax;
  - (4) A finding that the application is not in conformance with any other applicable provisions of this section;
  - (5) The applicant is a person required to be registered pursuant to the state Sex Offenders Registration Act (57 O.S. § 581 et seq.), as amended; and
  - (6) The applicant shall not be subject to any outstanding warrants for arrest.
  - (7) Failed inspections as required by subsection (f).
- (g) *Expiration of license.* A license issued under this chapter shall expire June 30 each year, except for seasonal food service establishment and seasonal outdoor sellers, which shall expire 180 days from the date of issuance.

Each licensee shall reapply for a license annually. Upon the submission of an updated application and the payment of the annual license fee, the license shall be renewed, provided that he continues to meet the requirements of this chapter.

In the event that the licensee shall cease operation, either voluntarily or involuntarily, before the end of the period for which a license is issued, no part of the license fee shall be refunded.

- (h) *Renewal of license.* The holder of any expiring license, issued under this chapter, who desires a new license, shall file a written application for renewal. The application for renewal shall contain the information required.
- (i) *Exhibition of license—Transfer.* A license issued under this chapter shall be posted conspicuously at the place of business. Licenses issued under this chapter are not transferable.
- (j) *Health regulations.* All mobile vendors shall comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment and devices used for the handling, storage, transportation and/or sale of food shall comply with all applicable laws, rules and regulations, as presently worded and as may be amended by law, in addition to any other rules and regulations as may be established by the county health department.
- (k) *Mobile vendor standards.* All mobile vendors licensed under this chapter shall conform to the following standards unless otherwise approved by the council:

*Geographical restrictions.* No mobile vendor shall sell or vend from his or her vehicle or conveyance when:

- (1) Within 300 feet of a public or private school grounds during the hours of regular school session, classes or school-related events in said public or private school, except when authorized in writing by said school; or
- (2) Within 300 feet of the entrance to a business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the mobile vendor unless authorized in writing by the stationary business establishment; or
- (3) Within 300 feet of a restaurant, cafe or eating establishment which is open for business unless authorized in writing by the stationary business establishment; or
- (4) Within 300 feet of a public park of the city where a city authorized concession stand is located during times other than during the course of a public celebration except as approved by the city; or
- (5) Within 300 feet of city property where a city authorized concession stand is located during the course of a public celebration when nonprofit organizations are permitted to engage in the sale of merchandise and food at such property; or
- (6) Within 300 feet of the location for which a special event permit has been issued during the time specified from the start through completion of the special event;
- (7) No mobile vendor shall conduct business so as to violate any ordinances of the city regulating traffic and rights-of-way, as now in effect or hereafter amended;

- (8) No mobile vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where food or other items are being sold or offered for sale;
  - (9) No customer shall be served on the street side of the mobile unit. All service must be on the curb side when the mobile unit is on or abutting a public street;
  - (10) Absolutely no seating shall be provided or permitted as part of a mobile vendor business as contemplated in this chapter;
  - (11) No drive thru or drive by customer service shall be provided or permitted as part of a mobile vendor business as contemplated in this chapter;
  - (12) All mobile vendors shall provide garbage receptacles for customer use;
  - (13) No mobile vendor shall locate his or her vehicle or other conveyance in such a manner as to cause a traffic hazard;
  - (14) At the conclusion of business activities at a given location the mobile vendor shall remove the vehicle, all table and chairs, and shall clean all the public way surrounding his or her vehicle of all debris, trash and litter generated by the vendor's business activities;
  - (15) All mobile vendors preparing food by cooking, frying or other means shall be equipped with one 20-pound type K fire extinguisher and a 10-pound minimum rating of 2A-40-BC;
  - (16) Applicants for licenses issued pursuant to this chapter should be prepared to meet all additional requirements and conditions to operate in certain public areas of the city such as the Rose District of Main Street, Central Park, Special Events Park, property under the jurisdiction of the city parks department;
  - (17) All electrical connections by mobile vendors shall fully comply with requirements of the national electrical code (NEC).
  - (18) All mobile vendors shall operate in compliance with all City, State and Federal Laws.
- (1) *Revocation of license.* A license issued pursuant to this chapter may be revoked, in writing, by the director or his designee for any of the following reasons:
- (1) Any fraud, misrepresentation or false statement contained in the application for license;
  - (2) Any fraud, misrepresentation or false statement made in connection with the selling of products;
  - (3) Any violation of this chapter;
  - (4) Conducting the business licensed under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

- (m) *Surrender upon expiration or revocation.* When a license issued pursuant to the provisions of this chapter expires, or is revoked, its holder shall surrender it to the director and the license shall become the property of the city.
- (n) *Appeal. Notice of Adverse Action.* If the director or his authorized representative proposes to take any action adverse to an applicant, licensee or permittee, he shall establish a time, date and place for an administrative hearing and shall notify such person (hereinafter "respondent") of the pending action at the respondent's address contained on his most recent application. The notice shall be served on the respondent personally or by United States Mail, certified, return receipt requested. The notice shall be served or postmarked no more than ten days preceding the date of the administrative hearing and shall:
- (1) Set forth in detail the proposed action and the reasons therefor;
  - (2) Designate any section of this chapter, any statute, ordinance or other authority which requires or supports the proposed action;
  - (3) Set forth the date, time and place of the administrative hearing;
  - (4) Advise the respondent that he may be present at such hearing to provide reasons why the proposed action should not be taken; and
  - (5) Advise the respondent that if he fails to appear at the administrative hearing, action may be taken in his absence.
  - (6) Copies of such notice shall also be sent to the complaining party, if applicable.
  - (7) Administrative hearing. An administrative hearing shall be held on the date and time and at the place contained in the notice described above.
  - (8) If the respondent appears, he shall be afforded an opportunity to be heard. Following the hearing, the director may take or refrain from taking the proposed action or may modify the same by placing reasonable conditions on the respondent, or otherwise, according to the provisions of this chapter.
  - (9) If the respondent fails to appear, notice of the decision made or action taken shall be given to the respondent and unless appealed to the city council as hereinafter provided, such decision shall be final and binding ten working days from and after the date of the decision.
  - (10) Notice of the action taken or decision made shall be given by certified mail, return receipt requested or by personal delivery to the respondent, at the address given in the respondent's most recent application.
  - (11) The respondent shall be advised of his right to appeal the action or decision to the city council.
  - (12) Appeals to the council. Any person aggrieved by a decision of the director may file an appeal to the council by filing a written notice of appeal with the council secretary and the director within ten working days of the date of the decision complained of. Such notice shall specify the grounds for the appeal. A hearing on the appeal shall be heard by the council not later than 30 days from the date of

filing the notice of appeal unless further delay is reasonable. If an appeal is filed, the director shall notify the complaining party, if applicable.

(13) Enforcement stayed. If an appeal of the director's decision is made to the council, enforcement of such decision shall be stayed until the council has rendered its decision, unless the director certifies to the council that a stay would cause imminent danger to life or property.

(14) Administrative costs. Any determination by the director regarding whether or not an applicant, licensee or permittee has failed to comply with any of the provisions of this chapter may also include the requirement that the applicant, licensee or permittee pay a sum not to exceed \$500.00 to defray administrative costs associated with the investigative and administrative hearing process.

(o) *Violations—Penalties.* It shall be unlawful and a misdemeanor offense for any person, firm, corporation, limited liability company or other entity to violate any of the provisions of this chapter. Any such entity convicted of a violation of this chapter shall be guilty of a misdemeanor offense and shall be punished by a fine of not more than \$500.00, excluding costs, fees and assessments, or by imprisonment in the city jail for a period not exceeding six months, or by both such fine and imprisonment. Each day, or portion thereof, during which a violation is committed, continued or permitted shall be deemed a separate offense.

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

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

**PASSED AND APPROVED** and the emergency clause ruled upon separately this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

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