



City of Broken Arrow
Meeting Agenda
Broken Arrow City Council

Mayor Craig Thurmond
Vice Mayor Scott Eudey
Council Member Johnnie Parks
Council Member Debra Wimpee
Council Member Christi Gillespie

Tuesday, January 7, 2020

6:30 PM

Council Chambers
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [20-1](#) Approval of the City Council Meeting Minutes of December 17, 2019
- B. [19-1521](#) Acceptance of Planning Commission meeting minutes of November 7, 2019
- C. [19-1522](#) Acceptance of Planning Commission meeting minutes of November 21, 2019
- D. [19-1523](#) Acceptance of Planning Commission meeting minutes of December 5, 2019
- E. [19-1506](#) Approval of PT13-100A, Conditional Final Plat, Shadow Trails II, 35.16 acres, 111 lots, A-1 to RS-3, one-quarter mile west of Olive Avenue, one-quarter mile south of Tucson Street
- F. [19-1524](#) Approval of PT17-115A, Conditional Final Plat, Creek 51 Business Park, 97.21 acres, 8 Lots, A-1 to CG and IL/PUD-204A, one-half mile south of Houston Street (81st Street), west of Highway 51 and west of the Creek Turnpike

- G. [19-1532](#) Approval of and authorization to execute Agreement for Professional Consultant Services with CP&Y, Inc. for providing design services on the Houston Street Widening from Olive Avenue to Aspen Avenue project (Project Number ST2037)
- H. [19-1534](#) Approval of and authorization to purchase one (1) Pierce fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston-Galveston Area Council (HGACBuy) contract, using the “prepay” option, for the Fire Department.
- I. [19-1537](#) Approval of and authorization to execute Agreement for Professional Consultant Services with Poe & Associates, Inc. for providing design services on the Houston Street Widening from Garnett Road to Olive Avenue project (Project Number ST2036)
- J. [19-1540](#) Approval of and authorization to accept Shelter Insurance’s offer to settle a claim for vehicle loss, declare the vehicle surplus, release the vehicle to Shelter Insurance
- K. [20-73](#) Approval of and authorization to execute Agreement for Professional Consultant Services with CEC Corporation for providing design services on the Aspen Avenue Widening from Shreveport Street to Tucson Street project (Project Number ST2039)
- L. [20-78](#) Approval of and authorization to execute Change Order Number 3 to Police/Fire Command Post from Farber Specialty Vehicles, for the Police Department
- M. [20-96](#) Ratification of the Claims List Check Register dated January 3, 2020

6. Consideration of Items Removed from Consent Agenda

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

9. General Council Business

- A. [20-76](#) Consideration, discussion and possible award of the most advantageous bid to Luber Brothers Inc. for the purchase of one (1) Cemetery Utility Vehicle for the Cemetery Division of the General Services Department
- B. [20-82](#) Consideration, discussion and possible approval of and authorization to execute Resolution No. 1291, a Resolution to request programming of FFY 2023 Tulsa Urbanized Area Surface Transportation Funds for the 23rd Street Improvements between Houston Street and Kenosha Street (ST0914)

- C. [19-1528](#) Consideration, discussion and possible approval of BACP 166, 811 W. New Orleans, 2.21 acres, Level 4 to Level 6, west of the southwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)
- D. [19-1530](#) Consideration, discussion and possible approval of PUD-298 (Planned Unit Development), Stewart Martin Equipment-Kubota Dealership and abrogation of a portion of SP-196A (Specific Use Permit), 6.60 acres, CH (Commercial Heavy), located one-quarter mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Ave)
- E. [19-1525](#) Consideration, discussion and possible approval of PUD-17C (Planned Unit Development Major Amendment), Vandever Acres Center, 4.94 acres, CG/PUD-17 (Commercial General), located west of the northwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)
- F. [19-1526](#) Consideration, discussion and possible approval of PUD-126C (Planned Unit Development Major Amendment), Broken Arrow Plaza, 9.64 acres, CG/PUD-126 (Commercial General), located west of Elm Place (161st E. Ave), north of Tucson Street (121st Street)
- G. [20-107](#) Consideration, discussion and possible approval to survey the public on naming the area of Elm & New Orleans Corridor and to hire a consultant for Branding and Marketing of the Elm & New Orleans Corridor

10. Preview Ordinances - NONE

11. Ordinances

- A. [20-83](#) Consideration, discussion, and possible adoption of Ordinance No. 3618 amending the Zoning Code of the City of Broken Arrow Chapter 5-Development Standards; Section 5.9-Telecommunication Facilities; repealing all ordinances to the contrary; and declaring an emergency

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session-NONE

15. Adjournment

NOTICE:

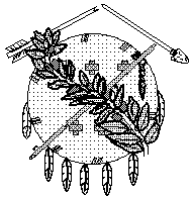
If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

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

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

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

City Clerk



City of Broken Arrow

Request for Action

File #: 20-1, Version: 2

Broken Arrow City Council
Date: January 7, 2020

Title:

Approval of the City Council Meeting Minutes of December 17, 2019

Background:

Minutes recorded for the City Council Meeting.

Cost: \$ 125.00 Approx.

Funding Source: City Clerk Operational Fund

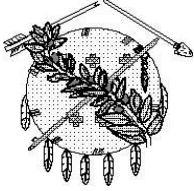
Requested By: Russell Gale, Assistant City Manager of Administration

Approved By: City Manager's Office

Attachments: 12-17-19 City Council Minutes

Recommendation:

Approve the minutes of December 17, 2019 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 Johnnie Parks
Council Member Debra Wimpee
Council Member Christi Gillespie

Tuesday, December 17, 2019

Time 6:30 p.m.

Council Chambers

1. Call to Order

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

2. Invocation

Pastor Richard Manganaro performed the invocation.

3. Roll Call

Present: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

4. Pledge of Allegiance to the Flag

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

5. Consideration of Consent Agenda

Mayor Thurmond noted Item S was to be removed from the Consent Agenda. He stated Item S was a typo and had been approved previously; therefore, Item S was not to be tabled and discussed, only removed. He asked if there were any other items to be removed from the Consent Agenda. There were none.

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

Move to approve the Consent Agenda absent Item S

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

- A. 19-24** Approval of the City Council Meeting Minutes of December 3, 2019
- B. 19-1497** Acceptance of Elm Place and New Orleans Advisory Committee Meeting minutes of October 29, 2019
- C. 19-1515** Accept the interest arbitration award for a labor agreement with the International Association of Firefighters Local #2551
- D. 19-1489** Approval of and authorization to declare Jireh, a police canine, as surplus property and retiring said canine to his handler effective December 17, 2019
- E. 19-1438** Consideration, discussion and possible action to authorize the expenditure of 2018 General Obligation Bond, Proposition 6, funds for the construction of certain drainage improvements to an existing storm sewer system running across, through and upon the residential property located at 8105 South Beech Avenue in the amount not to exceed \$95,000
- F. 19-1439** Consideration, discussion and possible action to authorize the expenditure of General Obligation (GO) Bond, Proposition 6, funds for the design of drainage improvements to a segment of Turtle Creek located in the Central Park Estates Third subdivision in amount not to exceed \$30,000
- G. 19-1440** Consideration, discussion and possible action to authorize the expenditure of 2018 General Obligation (GO) Bond, Proposition 6, funds for the design of drainage improvements to an unnamed tributary to Aspen Creek that runs south of Jasper Street across the Indian Springs Country Club and along the Indian Springs Estates Addition in an amount not to exceed \$34,000.
- H. 19-1496** Ratification of the second amendment of the Pharmacy Benefit Management Services Agreement with Navitus Health Solutions, LLC to continue to provide pharmacy benefit manager services for the employee health plan
- I. 19-1484** Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Baseball Association, Incorporated
- J. 19-1485** Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Football Association, Incorporated in conjunction with the Broken Arrow Lacrosse Club
- K. 19-1492** Approval of and authorization to execute the purchase of CyberRisk insurance coverage with Travelers Casualty and Surety Company of America
- L. 19-1493** Approval of and authorization to execute Change Order CO3 with Ellsworth Construction, LLC for Construction Contract ST1210; 9th Street Widening, Elgin to El

- Paso
- M. 19-1472 Approval of BAZ-2039 (Rezoning), Callaway Parking Lot II, 0.16 acres, DROD Area 5 (Downtown Residential Overlay)/R-3 (Single-Family Residential) to DROD Area 5 (Downtown Residential Overlay)/ON (Office Neighborhood), east of the northeast corner of Detroit Street and First Street
 - N. 19-1452 Approval of BAZ-2040 (Rezoning), Byrne Property, 0.47 acres, R-1 to RS-1, one-quarter mile west of 9th Street (Lynn Lane), one-quarter mile north of Kenosha Street (71st Street)
 - O. 19-1491 Approval of PT19-106, Conditional Final Plat, Fire Station No. 3, 1 lot, 3.03 acres, 1 Lot, A-1 to PUD-286/CG, one-half mile south of Florence Street (111th Street), west of 23rd Street (193rd E. Avenue/County Line Road), north of the Creek Turnpike
 - P. 19-1494 Acceptance of two (2) Temporary Construction Easements consisting of 0.06 acres from Woodcreek Owners Association, Inc., on property located in the 3300 West Washington Street, Broken Arrow, Oklahoma, located in part of the Southwest Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Washington Street Improvements, Olive to Aspen, Parcel 1A and 1B (Project No. ST1616A)
 - Q. 19-1519 Ratification of the execution of the underground right of way easement granted to Public Service Company of Oklahoma (PSO) for the Stoney Creek Parking Lot
 - R. 19-1520 Ratification of the execution of the underground right of way easement granted to Public Service Company of Oklahoma (PSO) for the Farmer's Market Overflow Parking Lot
 - S. 19-1444 Acceptance of a Utility Easement from the William B. Johnson and Elizabeth A. Conrad, Successor Co-Trustees of the Bonnie Jean Johnson Revocable Living Trust dated October 12, 1993, on property approximately one-quarter mile south of Florence Street on Garnett Road, located in the Northwest Quarter of the Northwest Quarter, Section 32, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 2.A Haikey Creek Lift Station Waterline Upgrades
 - T. 19-1488 Acceptance of a Utility Easement from Armory, LLC on unplatted property located approximately one-quarter mile south of Kenosha Street (71st Street), one-quarter mile east of 37th Street (209th East Avenue), shown as Exhibit A (Section 8, T18N, R15E)
 - U. 18-1477 Ratification of the Claims List Check Register dated December 10, 2019

6. Consideration of Items Removed from Consent Agenda

There were no Items removed from the Consent Agenda; no action was required or taken.

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

A. 19 1431 Recognition of retiring Broken Arrow Police Department Reserve Officers Phil Yager and Chris Wyre

Police Chief Brandon Berryhill reported Reserve Officers Phil Yager and Chris Wyre were retiring after many years of service. He stated Reserve Officers were not paid; Reserve Officers volunteered time and service. He read through Reserve Officer Phil Yager's career bio and Reserve Officer Chris Wyre's career bio. He reported Reserve Commander Yager served for 32 years and retired at the end of October 2019; Reserve Officer Chris Wyre served for 20 years and would retire in January 2020. He stated the Broken Arrow Police Department thanked Phil Yager and Chris Wyre for their service to the community. Mayor Thurmond presented Certificates of Appreciation to Reserve Officer Yager and Reserve Officer Wyre.

Chief Berryhill introduced and congratulated the new Reserve Commander Ed Evans. He reviewed Reserve Commander Evans' career bio and gave a brief history of his family life.

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

Mayor Thurmond stated no Citizens had signed up to speak before the City Council.

9. General Council Business

A. 19-1498 Consideration, discussion, and possible approval of Resolution No. 1289, a Resolution of Necessity to file a Small Claims action against Deep LLC-Luxury Inn & Suites located at 1401 N. Elm Pl Broken Arrow OK 74012 for failure to report and or pay Hotel Occupancy Tax owing for the period of April 2019 to August 2019

Finance Director Cindy Arnold reported there were a couple of hotels which were not paying the required hotel/motel tax. She stated according to Broken Arrow Code Section 22-112 there was levied an excise tax of four percent (4%) which was due before or on the 20th of each month. She stated the first hotel which was deficient was Deep LLC – Luxury Inn & Suites which owed taxes from April 2019 to August 2019. She stated Staff recommended approval of Resolution No. 1289 which enabled the City to take Deep LLC to small claims court.

Vice Mayor Scott Eudey asked if this was the same company which had fallen behind in tax payments previously. Ms. Arnold responded in the affirmative. Ms. Arnold noted Deep LLC had paid taxes for September 2019 but was refusing to pay for these four months of taxes or

even bring the City the tax report. She noted the taxes were estimated at approximately \$2,100 dollars.

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

Move to approve Resolution No. 1289 and authorize its execution

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

B. 19-1499 Consideration, discussion, and possible approval of Resolution No. 1290, a Resolution of Necessity to file a Small Claims action against Sahil, LLC DBA as Broken Arrow Inn located at 835 N. 1st Street Broken Arrow OK 74012 for failure to report and or pay Hotel Occupancy Tax owing for the period of August 15, 2019 to October 15, 2019

Ms. Arnold reported this was another repeat offender: LLC Broken Arrow Inn which had not paid from August 15 until current. She noted attempts were made to collect this debt with no response. She asked City Council to approve Resolution No. 1290 which enabled the City to take Sahil, LLC to small claims court for approximately \$1,000 dollars.

MOTION: A motion was made by Scott Eudey, seconded by Christi Gillespie.

Move to approve Resolution No. 1290 and authorize its execution

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

C. 19-1507 Consideration, discussion, and possible award of lowest responsible bid to 357 Inc. dba Reco Enterprises, and approval of and authorization to execute a construction contract for Fire Station No. 3 (Project No. 163511)

Interim Director Mike Kyser reported seven bids were received for this project, two were non-responsive. He stated Voy Construction was the apparent low bidder, however, the bid was deemed non-responsive due to a failure to execute the Affidavit of Non-Payment for Procurement of Contract and the Certification Regarding Debarment, Suspension, and Other Responsibility Matters; therefore, the lowest responsible bid was 357 Inc doing business as (dba) Reco Enterprises in the amount of \$3,790,967.00 dollars. He stated this was below the Architect's Estimate for the project. He stated Staff recommended City Council approve and authorize a contract with 357 Inc. dba Reco Enterprises for Fire Station No. 3.

Mayor Thurmond asked if the City had ever worked with Reco Enterprises. Mr. Kyser responded in the negative. Mr. Kenny Schwab concurred; he noted Staff reviewed Reco Enterprises' past construction projects and it was noted Reco Enterprises had experience with buildings of this size.

MOTION: A motion was made by Scott Eudey, seconded by Christi Gillespie.

Move to award the lowest responsible bid to 357 Inc. dba Reco Enterprises, and approval of and authorization to execute a construction contract for Fire Station No. 3 (Project No. 163511)

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

10. Preview Ordinances

A. 19-1483 Consideration, discussion, and possible preview of an ordinance amending the Zoning Code of the City of Broken Arrow Chapter 5-Development Standards; Section 5.9-Telecommunication Facilities; repealing all ordinances to the contrary; and declaring an emergency

City Attorney Trevor Dennis reported in 2017 City Council adopted a change to Zoning in anticipation of 5G data; since that time, in November 2019, the State of Oklahoma passed a Statute which regulated 5G. He explained in order to be compliant and consistent with State Law, Broken Arrow was required to make minor amendments to its Zoning Code. He discussed the amendments. He stated Staff recommended City Council preview the Ordinance and set it for adoption.

MOTION: A motion was made by Debra Wimpee, seconded by Christi Gillespie.

Move to preview the Ordinance and set it for adoption

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

11. Ordinances

A. 19-1486 Consideration, discussion, and possible adoption of Ordinance No. 3607, an Ordinance to be codified, creating Article XVIII, Broken Arrow Finance Audit Committee, section 2-246, created, section 2-247, appointments, section 2-248, removal of office, section 2-249, organization, section 2-250, duties, specifically establishing the Broken Arrow Finance Audit committee, repealing all ordinances to the contrary; and declaring an emergency

Finance Director Cindy Arnold reported this was an Ordinance previewed at the last meeting for the creation of the Broken Arrow Finance Audit Committee. She stated Staff

recommended adoption of Ordinance No. 3607 and approval of the emergency clause.

City Manager Spurgeon noted he planned to include selection of Committee Members with the January 7, 2020 Agenda. He stated there were individuals identified as having experience in audit and financing. He noted these names would be shared with the City Council for consideration once the Ordinance was adopted.

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

Move to adopt Ordinance No. 3607

The motion carried by the following vote:

Aye: **5 -** Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

MOTION: A motion was made by Johnnie Parks, seconded by Christi Gillespie.

Move to approve the emergency clause

The motion carried by the following vote:

Aye: **5 -** Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

12. Remarks and Inquiries by Governing Body Members

Mayor Thurmond wished his fellow Councilors, Staff, and Broken Arrow Citizens a Merry Christmas and a Happy New Year.

Council Member Parks indicated he had served on the INCOG Board and noted Wednesday, January 22, 2020, would be the reception for the Elected Officials from the Tulsa area. He stated he asked Mr. Kenny Schwab to investigate the large building being constructed in the area of the previous Black Fox Nuclear Plant (which had not been built). He stated he felt this was important as water flowed from this area into the Broken Arrow water intake. He reported he received several complaints from residents regarding the trash pickup on the Monday following Thanksgiving. He noted residents complained the Sanitation Department was present for pickup at 8 a.m. when in the past trash was picked up after 2 p.m. He explained Ordinance required residents to have trash ready for pickup at 7 a.m. He asked for City Manager Spurgeon to include this information in the next newsletter. He noted trash pickup times could always vary.

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

City Manager Spurgeon reported last Thursday was the Local Government Day for the Leadership of Broken Arrow. He indicated Vice Mayor Eudey did an excellent job welcoming those present and discussing Broken Arrow government. He stated Street and Stormwater Director Rocky Henkel gave a great presentation regarding the Broken Arrow Bond Package as well as the culture he was attempting to create in the Street Department in terms of serving residents.

City Manager Spurgeon stated Pastor Richard Manganaro asked him to write a letter to Broken Arrow Ministers regarding the importance of the Broken Arrow Ministerial Alliance. He stated he agreed to write this letter and would ask the City Council Members to also sign the letter to be sent out in January 2020.

14. Executive Session

There was no Executive Session.

15. Adjournment

The meeting adjourned at approximately 6:50 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: **5 -** Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 19-1521, **Version:** 1

Broken Arrow City Council
Meeting of: 01-07-2020

Title:

Acceptance of Planning Commission meeting minutes of November 7, 2019

Background:

The minutes of the Planning Commission meeting held November 7, 2019 were approved by the Planning Commission on December 19, 2019.

Cost: \$0

Funding Source: None

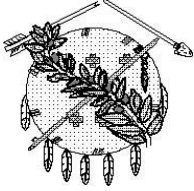
Requested By: Larry R. Curtis, Development Services Director

Approved By: City Manager Office

Attachments: 11 07 2019 Planning Commission Minutes

Recommendation:

Accept the minutes of the Planning Commission meeting held November 7, 2019.



City of Broken Arrow

Minutes Planning Commission

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Fred Dorrell
Vice Chairperson Lee Whelpley
Commission Member Ricky Jones
Commission Member Mark Jones
Commission Member Jaylee Klempa

Thursday, November 7, 2019

Time 5:00 p.m.

Council Chambers

1. Call to Order

Chairperson Fred Dorrell called the meeting to order at approximately 5:00 p.m.

2. Roll Call

Present: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell
Absent: 1 - Ricky Jones

3. Old Business

A. 19-1388

Public hearing, consideration, and possible action regarding PUD-30D (Planned Unit Development), Johanna Woods, 75.14 acres, PUD-30/RMH to PUD-30D/RMH, one-quarter mile east of 23rd Street (County Line Road), south of Omaha Street (51st Street)

Staff Planner Amanda Yamaguchi reported PUD-30D involved Johanna Woods Mobile Home Park. She reported the applicant requested two mobile home lots be split out of Reserve B; these lots would be developed per the approved development regulations of PUD-30. She stated PUD-30 was approved by City Council on October 4, 1982, for Johanna Woods, a 75.14-acre residential mobile home development with 242 lots. She indicated on July 5, 1983, the City Council approved PUD-30A allowing mobile homes to be owner or renter occupied. She stated on July 11, 1985, the City Council approved an amendment to PUD-30, now known as PUD-30A-1, which proposed changes to stagger the front building lines. She noted on November 2, 1992, City Council approved PUD-30B, a PUD Amendment which allowed the sale of mobiles on the site, subject to the condition that sales be limited to one home per lot, and no more than six lots were to be for sale simultaneously. She indicated on July 18, 2018, City Council approved PUD-30C and BAZ-2001 which changed the underlying zoning on 5.02 acres from A-1 (Agricultural) to RMH (Residential Mobile Home Park); PUD-30C and BAZ-2001 were approved subject to the 5.02 acres being platted. She stated the conditional final plat for Johanna Woods II was approved by City Council on May 21, 2019, subject to a checklist included in the Agenda Packet.

Ms. Yamaguchi explained reserve B contained two Phillips 66 pipelines. She reported in a February 28, 2018 letter pertaining to the Johanna Woods II plat, Phillips 66 noted the two pipelines were out of service and there were no plans to return them to service. She stated Johanna Wood was located in Level 3 of the Comprehensive Plan and the changes proposed with PUD-30D were considered to be in compliance with the Comprehensive Plan in Level 3. She indicated based on the location of the property, and the surrounding land uses, Staff recommends PUD-30D be approved as requested. She stated since the property has been platted, Staff recommended platting be waived; however, Staff recommended as part of the lot split process to create the proposed lots, a site plan should be submitted and approved by Staff. She noted the site plan would show the 35-foot building setback line from the outside of the pipeline and address the items listed in this Staff report.

The applicant, Tim Terral with Tulsa Engineering and Planning Associates stated his address was 9820 E. 41st Street Suite 102. He indicated he was in agreement with Staff recommendations but requested the second condition of the PUD regarding the storage area in reserve B be stricken from the request.

Chairperson Dorrell opened the Public Hearing and asked if any wished to speak regarding Item 3A; hearing none, he closed the Public Hearing.

Vice Chairperson Whelpley asked if Phillips intended to use the pipeline in the future. Community Development Director Larry Curtis responded in the negative; Phillips 66 indicated the pipeline was too degraded to be operable. He explained rather than repair the lines, which was costly, Phillips decided to abandon the lines. He noted whenever he received a letter from a gas company indicating a gas line was no longer being utilized, the City would reduce the Ordinance requirements; if the lines were still operable and utilized, the area would fall underneath stricter Ordinance requirements.

MOTION: A motion was made by Mark Jones, seconded by Lee Whelpley.

Move to approve Item 3A per Staff recommendation

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell

4. Consideration of Consent Agenda

Staff Planner Amanda Yamaguchi presented the Consent Agenda.

- A. 19-1300 Approval of PT19-116, Preliminary Plat, Elysian Fields, 53.55 acres, 182 lots, A-1 (Agricultural) to RS-3 (Single Family Residential) and RS-4 (Single Family Residential) via BAZ-2038, southeast corner of Tucson Street (121st Street) and Garnett Road**
Ms. Yamaguchi noted the applicant requested this Item be pulled from the Consent Agenda and continued to a future meeting.
- B. 19-1317 Approval of BAL-2063CB (Lot Consolidation), Fletcher Family Farm Property, 2 Lots, 39 acres, one-quarter mile south of Tucson Street (121st Street), west of 23rd Street (193rd E. Avenue/County Line Road)**
Ms. Yamaguchi indicated the applicant was in agreement with the Staff report.
- C. 19-1318 Approval of BAL-2064 (Lot Split), Fletcher Family Farm Property, 2 Lots, 39 acres, one-quarter mile south of Tucson Street (121st Street), west of 23rd Street (193rd E. Avenue/County Line Road)**
Ms. Yamaguchi indicated the applicant was in agreement with the Staff report.
- D. 19-1370 Approval of BAL-2065 (Lot Split), Callison Development, 1 Lot, 0.27 acres, DM (Downtown Mixed-Use)/Downtown Residential Overlay District Area 6, northwest corner of 1st Street and Commercial Street**
Ms. Yamaguchi indicated the applicant was in agreement with the Staff report.
- E. 19-1379 Approval of PT19-113, Conditional Final Plat, Casey's General Store 3, Lot 1, Block 1, 1.77 acres, 1 Lot, A-1 (Agricultural) to PUD-292(Planned Unit Development)/CG (Commercial General), southeast corner of Kenosha Street (71st Street) and 37th Street (209th E. Avenue)**
Ms. Yamaguchi indicated the applicant was in agreement with the Staff report.

Chairperson Dorrell explained the Consent Agenda consisted of routine items, minor in nature, and was approved in its entirety with a single motion and a single vote, unless an item was removed for discussion. He noted Item 4A was to be removed from the Consent Agenda. He asked if there were any other items to be removed from the Consent Agenda; hearing none, he called for a motion.

MOTION: A motion was made by Mark Jones, seconded by Lee Whelpley.

Move to approve Consent Agenda Items 4B, 4C, 4D, and 4E, per Staff recommendation

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell

5. Consideration of Items Removed from Consent Agenda

MOTION: A motion was made by Jaylee Klempa, seconded by Lee Whelpley.

Move to continue Item 4A to the next Planning Commission Meeting

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell

6. Public Hearings

- A. 19-1293 Public hearing, consideration, and possible action regarding PUD-295 (Planned Unit Development) and BAZ-2037 (Rezoning), BA Storage, 0.24 acres, CN (Commercial Neighborhood) to PUD-295/IL (Industrial Light), located north of Kenosha Street (71st Street), one-third mile east of Aspen Avenue (145th E. Avenue)**

Senior Planner Brent Murphy reported Planned Unit Development (PUD)-295 involved a 0.24 acre parcel located north of Kenosha Street (71st Street), one-third mile east of Aspen Avenue (145th E. Avenue) at 1021 N. Narcissus Avenue. He stated in conjunction with PUD-295, the applicant submitted BAZ-2037, a request to change the underlying zoning from CN (Commercial Neighborhood) to IL (Industrial Light). He noted the property was platted as a part of Lot 18, Block 5, Rockwood West Addition. He reported previously, a self-service car wash was located on the property; most of the car wash was demolished, and the applicant proposed to completely clear the site by removing all existing structures and pavement and construct a three-story indoor storage unit on the property. He stated according to the PUD, the only permitted use would be indoor ministorage; no outdoor storage would be allowed. He noted the exterior building material would be masonry with a finish similar to factory finished cement board and the height of the building would be limited to 38 feet. He reported a 10-foot wide landscape area would be provided along the north boundary which

adjoined a duplex residential unit; in this area, one large to medium evergreen tree would be planted for every 30 linear feet of frontage. He stated there would also be an eight-foot high masonry wall with a cast stone cap provided along the north boundary. He stated along Narcissus Avenue there would be a 30-foot wide landscape edge; one large to medium size tree would be planted in this landscape edge per 30 linear feet of frontage. He noted no parking lot light poles would be installed on the site and any wall packs attached to the building would be shielded with the light directed towards the ground. He stated included in the Agenda Package was a summary which compared the zoning ordinance with what the applicant provided. He noted the applicant provided more than ordinance requirements. He stated based upon the Comprehensive Plan, the PUD submitted with BAZ-2037, the location of the property, and the surrounding land uses, Staff recommended PUD-295 and BAZ-2037 be approved as presented and since the property had already been platted, Staff recommended platting be waived.

The applicant, John Sanford, stated his address was 9726 E. 42nd Street. He stated the client who owned the carwash wished to clean up the site and develop an income producing property. He noted the building would be a three story, pre-engineered, inside ministorage facility. He noted there would be a lot of landscaping around the building.

Chairperson Dorrell opened the Public Hearing and asked if any wished to speak regarding Item 6A; hearing none, he closed the Public Hearing.

MOTION: A motion was made by Mark Jones, seconded by Lee Whelpley

Move to approve Item 6A per Staff recommendation

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell

Chairperson Dorrell indicated this Item would go before City Council on December 3, 2019, at 6:30 p.m. He noted Item 4E would also go before City Council on December 3, 2019 at 6:30 p.m.

B. 19-1365 Public hearing, consideration, and possible action regarding BAZ-2038 (Rezoning), Elysian Fields, 53.55 acres, A-1 (Agricultural) to RS-3 and RS-4 (Single-Family Residential), southeast corner of Garnett Road (113th East Avenue) and Tucson Street (121st Street)

Ms. Yamaguchi reported BAZ-2038 was a request to change the zoning designation on 53.55 acres from A-1 (Agricultural) to RS-3 and RS-4 (Single-Family Residential). She stated the unplatted property was located on the southeast corner of Garnett Road (113th East Avenue) and Tucson Street (121st Street). She noted the applicant proposed to develop this site as a mix of RS-3 and RS-4 single-family dwellings; the slightly larger, RS-3 lots were proposed abutting the existing RS-3 development to the east and in a section abutting a proposed reserve area on the westernmost portion of the site, while the smaller RS-4 lots were proposed in the center of the development as shown in the attached exhibit. She stated the westernmost portion of this property was located in the 100-year floodplain of Haikey Creek. She indicated as per Subdivision Regulations, the 100-year floodplain portion of the property was placed in a reserve area; in addition, the USGS maps showed a water area was placed in a reserve area. She stated Staff recommended the area of the property located in the 100-year floodplain be designated as FD (Flood District). She indicated the Future Development Guide of the Comprehensive Plan adopted by City Council in September of 2019 showed this area as Level 2 and Greenway/Floodplain; the RS-3 and RS-4 zoning being requested was considered to be in accordance with the Comprehensive Plan in Level 2. She stated based on the Comprehensive Plan, location of the property, and the surrounding land uses, Staff recommended BAZ-2038 be approved subject to the property being platted.

The applicant, Tim Terral, with Tulsa Engineering and Planning Associates stated his address was 9820 E. 41st Street Suite 102. He stated he was in agreement with Staff recommendations. He indicated the owner representative would be here soon to address homeowner questions. He noted he was also an owner representative. He indicated he understood there was a homeowner meeting on October 29, 2019; the main concern during this meeting seemed to be property value. He stated RS-3 on the east side would be a buffer to the RS-4 type lots. He noted the lot sizes would be 55 x 125 foot lots up to 60 x 125 foot lots.

Chairperson Dorrell opened the Public Hearing and noted many Citizens had signed up to speak. He explained each citizen had 3 minutes to speak and asked for comments not to be repetitive.

Citizen Bob Smith stated his address was 11841 E. 121st Street. He noted he lived directly across the street from the proposed addition. He indicated he and his fellow homeowners were concerned about property values in the area. He noted his area contained some of the most expensive properties in the City of Broken Arrow and he was concerned development of a price-point home addition in this area would greatly affect the established property values.

He noted he was not opposed to a development, but he hoped to see an addition which was comparable to the existing additions as far as pricing was concerned. He indicated the area homes began around \$320,000 dollars and went up, while the proposed addition would begin around \$120,000 dollars, going up to \$280,000 dollars, which was below existing area property values.

Citizen Rick Dodson stated his address was 6205 E. 105th Street. He stated he was the developer of Shadow Trails property located east of the zoning area, and the past President of the Shadow Trails homeowner's association. He stated he understood the attractiveness of buying land adjacent to a quality neighborhood for entry level homes. He noted this was not an uncommon practice. He noted the success of Spring Creek, a half mile east, showed this could work very well with the common guidelines. He indicated Broken Arrow tended not to dwell on the issue of quality or price, and therefore, it was left between the developers and the homeowners to battle. He stated Staff wisely recommended to the applicant for RS-3 zoning abutting Shadow Trails which would likely diffuse a radical zoning change next to an established neighborhood, even though the Comprehensive Plan allowed such. He stated the Comprehensive Plan was a guide; however, preexisting developments did not always make the Plan right for the area. He indicated most of the applicant's development involved RS-4 with lots at 55 feet. He stated Shadow Trails was RS-3 and platted 197 lots on 70 acres; the applicant was asking for 182 lots on 55 acres. He noted with hundreds of open acres around this area, and 5-acre home sites located across the street to the north, the need to reduce zoning or increase density, although allowed, was not warranted. He indicated RS-4 density further intensified the existing RS-3 issue of water runoff. He noted there were several flood plains and water issues attributed to this land and the slope of the land added to this. He stated while the house comprised most of the lot along with the 5-foot side yards and AC units, handling drainage was an issue which the City would be required to deal with long after development was completed. He stated RS-3 zoning was likely to reduce the total number of lots by 20; the land was plentiful and inexpensive in this area. He asked the Planning Commission to approve RS-3 zoning and the developer and area homeowners could work out some quality issues before this went before City Council. He stated he hoped the developers and homeowners could coexist and present a quality project for the City of Broken Arrow.

Citizen Crystal Wilson stated her address was 4016 W. Van Buren Street. She noted she lived in Shadow Trails. She indicated her biggest concern, aside from property value, was the fact the developer intended to incorporate one of her neighborhood entrances as an entrance into this new development. She stated she felt this was a problem. She noted the children used these entrances to wait for the school bus. She indicated there were a lot of big heavy trucks which used 121st Street bringing traffic. She noted the roads were narrow and she was concerned about the safety of the children. She stated she worried additional traffic through her neighborhood would increase safety hazards. She indicated the developer should create a separate entrance into the new development which did not go through her neighborhood.

Citizen Barry Stillwell stated his address was 4012 W. Van Buren Street. He reported Mr. Dodson planned a Phase 2 for next spring. He noted he had not looked at the plat, but he believed it would probably be another 150 houses or so. He stated the proposed development should have its own entrance, not an entrance through his neighborhood. He stated the entrance through his neighborhood would cause additional street fatigue, especially with construction vehicles driving through. He noted there were many children in his area, and he worried for the children's safety as well.

Citizen John Thistler stated his address was 6706 S. Willow Place. He stated he lived in Shadow Trails and was the current HOA President. He agreed the development should be RS-3 to be consistent with the area. He noted the issue raised regarding a through street into the neighborhood in the corner of the RS-3 area involved Van Buren Place. He indicated regardless of whether this development was approved, this street should not be opened as a through street, at least until construction was completed to prevent construction vehicles from driving through Shadow Trails. He indicated he would like more information from the proposed developer about drainage as there was an east to west slope which would create significantly increased runoff once construction was complete. He stated a review of the traffic report on 121st and 129th was in order; there were currently many accidents in the area.

Chairperson Dorrell asked Mr. Thistler if the developer had a meeting with the Shadow Trails HOA. Mr. Thistler responded the developer held a meeting at the Regional Library, at which only himself and one other family were in attendance. He indicated the developer sent notice to the residents within the 300-foot notice area. He noted all communication since had been held through the internal Facebook Group; most of the citizens in attendance tonight were present in the hopes of changes being made such as RS-4 changed to RS-3 and the Van Buren Place entrance being omitted.

Citizen Marquita Jackson (ph) stated her address was 11505 E. 121st Street. She stated she moved into her home on April 15, 1986. She reported there was an old addition called Neal

Addition (ph), on 161st East Avenue which her father developed in 1963. She indicated she had been in Broken Arrow for a long time and had watched a lot of areas be developed. She stated her area contained beautiful land and acreage. She indicated RS-4 zoning in this area was ridiculous; there was no need to cram all those houses onto such little land. She noted this would reflect poorly on the image of Broken Arrow in this area and would be an eyesore. She stated if this development was approved as RS-4 a tone would be set in the area and the remaining undeveloped land would be overdeveloped as well. She stated she agreed with the comments of the other Citizens who had spoken. She discussed the phases of construction and the entrances into the neighborhood.

Citizen Michael Byers stated his address was 2912 S. Gardenia Avenue, and he also owned 1026 N. Narcissus Avenue. He stated he was in favor of the storage unit development as this would prevent trash dumping at the carwash lot. He indicated he felt the ministorage development would be an improvement and would clear away the carwash eyesore. Chairperson Dorrell noted Mr. Byers' comments were regarding Item 6A which was approved; however, he appreciated Mr. Byers' comments.

Citizen Aaron Allen stated his address was 6622 S. Willow Place. He stated Shadow Trail was a newer, high end, affordably luxury neighborhood. He indicated if entry level homes with a dense footprint were developed adjacent to his property the area would be much less desirable. He noted he just moved from an entry level, high density neighborhood and was attracted to the Shadow Trail large lot size area. He indicated he had concern regarding the long-term growth and oversaturation of product in the area. He requested any new homes developed in the area be of equivalent or greater value than his own. He stated Haikey Creek Park was a world class park with a golf course and family area and this development would increase Park wear and tear. He thanked the Planning Commission for its consideration.

Citizen Sally Weisman stated her address was 11831 E. 121st Street. She noted she owned 20 acres across from this plat. She noted all her bullet points had been discussed by previous Citizens. She stated she agreed with the previous comments and she felt very strongly about this development. She stated she did not believe there was wisdom in changing the zoning to RS-4. She indicated she was extremely opposed to the 55-foot-wide lots. She stated she believed RS-3 was a better standard for this beautiful land in Broken Arrow.

Citizen Debbie Gresch stated her address was 3920 W. Union Street. She stated she agreed with the points made by Mr. Rick Dodson. She stated she did not agree with the Master Growth Plan for BA and did not agree with RS-4. She stated she agreed there were drainage concerns. She stated she agreed with Mr. Thistler regarding traffic concerns. She stated she agreed with the concerns regarding wear and tear on the streets, as well as Haikey Creek Park.

Chairperson Dorrell closed the Public Hearing. He asked if the applicant had any additional comments.

Mr. Curtis commented there were 13 individuals who signed up in opposition to this Item but chose not to speak.

Mr. Brian Beam with Capital Homes Residential Group stated his address was 12150 E. 96th Street North. He stated he held a neighborhood meeting with homeowners. He indicated he used the radius report as given by the City for notice to send out letters regarding the meeting which included a P.S. encouraging homeowners to invite any interested parties. He stated during the meeting he reviewed platting concerns. He noted the complaints tonight had to do with platting, not land use. He stated the application before the Commission was to consider whether this was conducive with the Comprehensive Plan of Broken Arrow and whether it was good land planning. He stated Staff report confirmed this to be true; Staff supported this as being conducive with the Comprehensive Plan which was redone in 2018. He noted it was clear this area was land use Level 2, and he quoted the Comprehensive Plan at Level 2 which indicated RS-2, RS-3 and RS-4 were all allowed without a special use permit. He stated regarding land value the City believed this area was highly stable and he believed the market value would dictate what the ultimate value of the homes. He noted by virtue of being new construction and actual cost, these would not be inexpensive homes. He quoted the Comprehensive Plan which indicated 77.4% of homes in the City of Broken Arrow ranged between \$100,000 dollars and \$299,000 dollars. He noted home values were appreciating with time per Broken Arrow studies. He stated at the neighborhood meeting he also discussed traffic counts and how arterial streets were improved by the City and County and internal streets would be constructed to City standards. He indicated internal street connectivity was required by the City; therefore, he could not close Van Buren Place. He noted he was also required to provide connectivity to unplatted lots.

Mr. Curtis asked if the sub street connectivity would be phased out for construction. Mr. Beam responded in the affirmative; he explained the plan was to phase this street and due to the limited space upon Tucson Street for placement of an entry, only a single point of entry

Vice Chairperson Whelpley explained the reasons for sub streets including safety precautions and connectivity. Mr. Curtis agreed. He stated regarding the concern for RS-4 zoning, RS-4 zoning was not to be confused with R-4 zoning which was an old zoning label. He reported RS-4 zoning allowed for lots to be a minimum of 55 feet wide and 6,500 square feet total. He reviewed the difference between RS-4 and RS-3: RS-4 lots were a minimum of 55 feet wide and 6,500 square feet; RS-3 lots were a minimum 60 feet wide and 7,000 square feet, meaning there was only about 500 square feet difference in total lot size between the two. He discussed the history of the zoning and the Comprehensive Plan in the area.

MOTION: A motion was made by Lee Whelpley, seconded by Jaylee Klempa
Move to approve Item 6B per Staff recommendation

Aye: 2 - Jaylee Klempa, Lee Whelpley
Nay: 2 - Mark Jones, Fred Dorrell

C. 19-1377 Public hearing, consideration, and possible action regarding PUD-296 (Planned Unit Development), Domino's Broken Arrow, CN (Commercial Neighborhood) to PUD-296/CN (Commercial Neighborhood), located at the southeast corner of Albany Street (61st Street) and 23rd Street (County Line Road)

The applicant, Mark Capron with Wallace Engineering, stated his address was 123 N. Martin Luther King, Jr. Blvd. He indicated he was in agreement with the Staff report. He noted he was excited about this project. He noted while this was not a huge project, it was a small step forward in something which would look much better than the property did currently. He indicated this corner housed an old gas station which was no longer functioning and was extremely unattractive. He noted the challenge of this site was the small size and the location on the corner of two arterials. He stated he had spoken to neighboring property owners, who

were in favor of the development. He noted the development was across the street from the high school and he reduced the signage. He stated the development would be one parking spot short if it contained Domino's and one retail use tenant. He indicated if it became a Domino's and a restaurant more parking would be required; however, the PUD locked in the number of parking spaces. He discussed the right-of-way requirements which reduced the parking spaces.

Vice Chairperson Whelpley asked if the gas tanks were removed when the gas station was closed. Mr. Curtis responded in the affirmative; the tanks had been removed.

Chairperson Dorrell opened the Public Hearing and asked if any wished to speak regarding Item 6C; hearing none, he closed the Public Hearing.

MOTION: A motion was made by Mark Jones, seconded by Lee Whelpley

Move to approve Item 6C per Staff recommendation

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell

Chairperson Dorrell indicated this Item would go before City Council on December 3, 2019, at 6:30 p.m.

D. 19-1380 Public hearing, consideration, and possible action regarding PUD-205C (Planned Unit Development Minor Amendment), Tiger Hill Plaza, 5.22 acres, PUD-205B/CG, located on the southwest corner of Kenosha Street (71st Street) and 9th Street (177th E. Avenue)

Staff Planner II, Jane Wyrick, reported PUD-205C was a minor amendment for Tiger Hill Plaza. She reported in December 2009 City Council approved a Comprehensive Plan amendment from Levels 3 and 6 to Level 6; PUD-205 and rezoning was approved in August 2010 for what was then called Hillside Park (38 acres). She reported as part of PUD-205 the property was divided into three development areas: the south area (development area A) was zoned for industrial use and was leased to Flight Safety; development area B was zoned commercial and included the north area of the site along Kenosha and 9th Street; development area C was zoned industrial and included the Central Hill portion of the site. She stated Specific Use Permit 103 allowed for the water towers and communications towers to continue as existed. She noted the City acquired additional property adjacent to the site which were residential; the Comprehensive Plan amendments and rezoning for this area was completed in 2010 and the lots were incorporated into PUD-205 bringing the overall area up to 41.44 acres. She stated the property was platted as Hillside Park in 2011 and later replatted as Tiger Hill Plaza in 2012. She noted there were additional lots splits which reconfigured some of the lots to allow joint access at the driveways between parcels.

Ms. Wyrick indicated the applicant proposed to construct a commercial center on development area B to the north. She stated when the plat was recorded on the site it included the joint access driveways along Kenosha Street at the west side of the property and a joint access driveway with Flight Safety at the southeast corner of the tract. She noted with the PUD amendment the applicant proposed a change of access; the plat had a limit of no access along Kenosha for about 500 feet from the intersection with 9th street due to the topography of the site. She stated Staff recommended this be approved subject to the change of access being processed.

Ms. Wyrick indicated in Staff's opinion, PUD-205C satisfied items 1, 2, 4 and 5 of Section 6.4.A of the Zoning Ordinance: 1) Two existing driveways would be established as shared access with Development Area A, thereby helping to assure compatibility with adjoining and proximate properties. An additional access point would be provided along Kenosha Street. The existing PUD limited the freestanding sign height to 15 feet which made it compatible with the development on the north side of Kenosha Street. 2) The site was set above the roadway, and the building site was established to work between the sloped frontage and the retaining walls on the site. The site would be designed to utilize the physical features of the site. 4) Two points of access to Kenosha Street and 9th Street were shared with the adjacent properties creating a unified design with future development. 5) The commercial center would provide pedestrian connections to the existing public sidewalks, thereby avoiding obstacles in the public right-of-way and making pedestrian travel safer. She noted there were no floodplains on the site and all utilities were available to the site. She stated based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommended PUD-205C be approved.

Mr. Curtis noted the applicant was not present due to a family obligation; however, he was in agreement with Staff recommendations.

Chairperson Dorrell opened the Public Hearing and asked if any present wished to speak regarding Item 6D; hearing none, he closed the Public Hearing.

Chairperson Dorrell asked about the secondary soldier wall. Mr. Curtis explained this wall was a requirement between the City of Broken Arrow and the property owner; he noted the contractor was almost done constructing the wall which would provide extra support for the wall located behind the soldier wall.

MOTION: A motion was made by Mark Jones, seconded by Jaylee Klempa.

Move to approve Item 6D per Staff recommendations

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell

Chairperson Dorrell noted this Item would go before City Council on December 3, 2019 at 6:30 p.m.

7. Appeals

There were no Appeals.

8. General Commission Business

There was no General Commission Business

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

There were no Remarks, Inquiries, or Comments by Planning Commission and Staff.

10. Adjournment

The meeting adjourned at approximately 6:09 p.m.

MOTION: A motion was made by Jaylee Klempa, seconded by Lee Whelpley.

Move to adjourn

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Lee Whelpley, Fred Dorrell



City of Broken Arrow

Request for Action

File #: 19-1522, **Version:** 1

Broken Arrow City Council
Meeting of: 01-07-2020

Title:

Acceptance of Planning Commission meeting minutes of November 21, 2019

Background:

The minutes of the Planning Commission meeting held November 21, 2019 were approved by the Planning Commission on December 19, 2019.

Cost: \$0

Funding Source: None

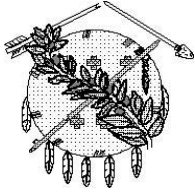
Requested By: Larry R. Curtis, Development Services Director

Approved By: City Manager Office

Attachments: 11 21 2019 Planning Commission Minutes

Recommendation:

Accept the minutes of Planning Commission meeting held November 21, 2019.



City of Broken Arrow

Minutes Planning Commission

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Fred Dorrell
Vice Chairperson Lee Whelpley
Commission Member Ricky Jones
Commission Member Mark Jones
Commission Member Jaylee Klempa

Thursday, November 21, 2019

Time 5:00 p.m.

Council Chambers

1. Call to Order

Vice Chairperson Lee Whelpley called the meeting to order at approximately 5:00 p.m.

2. Roll Call

Present: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley,
Absent: 1 - Fred Dorrell

3. Old Business

There was no Old Business.

4. Consideration of Consent Agenda

Staff Planner Amanda Yamaguchi presented the Consent Agenda.

- A. 19-1423** Approval of Planning Commission meeting minutes of October 24, 2019
- B. 19-1419** Approval of (Lot Consolidation) BAL-2066CB, Byrne Lot Consolidation, 1.47 acres, R-1 to RS-1, one-quarter mile west of 9th Street (Lynn Lane), one-quarter mile north of Kenosha Street (71st Street)
- C. 19-1389** Approval of BAL-2067CB (Lot Consolidation), Brown Property, 2 Lots, 0.474 acre, one-third mile west of Olive Avenue (S. 129th E. Avenue), south of New Orleans Street (101st Street)
- D. 19-1295** Approval of PT19-106, Conditional Final Plat, Fire Station No. 3, 3.03 acres, 1 Lot, A-1 to PUD-286/CG, one-half mile south of Florence Street (111th Street), west of 23rd Street (County Line Rd), north of the Creek Turnpike

Vice Chairperson Whelpley explained the Consent Agenda consisted of routine items, minor in nature, and was approved in its entirety with a single motion and a single vote, unless an item was removed for discussion. He asked if there were any items to be removed from the Consent Agenda; hearing none, he called for a motion.

MOTION: A motion was made by Ricky Jones, seconded by Jaylee Klempa.

Move to approve Consent Agenda Items 4A, 4B, 4C, and 4D per Staff recommendation

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley

Vice Chairperson Whelpley noted Item 4D would go before City Council on December 17, 2019 at 6:30 p.m.

5. Consideration of Items Removed from Consent Agenda

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

6. Public Hearings

- A. 19-1415** Public hearing, consideration, and possible action regarding BAZ-2039, Callaway Parking Lot II, 0.61 acres, DROD Area 5 (Downtown Residential Overlay)/R-3 (Single-Family Residential) to DROD Area 5 (Downtown Residential Overlay)/ON (Office Neighborhood), east of the northeast corner of Detroit Street and First Street

Mr. Brent Murphy, Senior Planner, reported BAZ-2039 was a request to change zoning. He indicated the acreage should read 0.16 acres, not 0.61 acres. He stated the request was to keep the Area 5 district zoning but change the underlying zoning to ON. He noted the vacant lot was zoned as part of lot 16 and lot 17 of block 17 of the original Town of Broken Arrow. He indicated the lot was vacant. He reported on October 15, 2019, City Council approved BACP-164 to change the Comprehensive Plan designation on this property from Level 2 to Level 5; in addition, SP-137, which was a Specific Use Permit for a church parking lot on this property, was abrogated. He stated Milestone was under construction to the west of this property and the applicant proposed to develop a parking lot to be used by the Milestone building. He indicated immediately to the west of the Milestone property a parking lot had been approved by the Planning Commission and City Council. He explained the applicant

purchased two additional lots to incorporate into and expand the approved parking lot development. He stated the ON zoning requested with BAZ-2039 would allow the property to be used as a parking lot and was permitted in Area 5 of the DROD. He stated based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommended BAZ-2039 be approved, and as the property was already platted, Staff recommended platting be waived. He noted, as per the Zoning Ordinance, a site plan for the parking lot would be submitted to, and approved by, Staff prior to parking lot construction. He noted the parking lot would be screened and landscaped in accordance with the Zoning Ordinance.

The applicant, Cody Callaway, stated his address was 300 N. Main Street, Suite A, Broken Arrow. He indicated he was in agreement with Staff recommendations.

Community Development Director Larry Curtis indicated Mr. Callaway provided a letter associated with this request which would be provided to the Planning Commission. He noted the letter had been reviewed by Staff.

Vice Chairperson Whelpley opened the Public Hearing and asked if any present wished to speak regarding Item 6A; hearing none, he closed the Public Hearing.

MOTION: A motion was made by Mark Jones, seconded by Jaylee Klempa.

Move to approve Item 6A per Staff recommendations

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley

Vice Chairperson Whelpley noted this Item would go before City Council on December 17, 2019 at 6:30 p.m.

B. 19-1414 Public hearing, consideration, and possible action regarding (Rezoning) BAZ-2040, Byrne Property, 0.47 acres, R-1 to RS-1, one-quarter mile west of 9th Street (Lynn Lane), one-quarter mile north of Kenosha Street (71st Street)

Ms. Yamaguchi reported BAZ-2040 was a request to change the zoning designation on a 0.47-acre parcel from R-1 (Single-Family Residential) to RS-1 (Single-Family Residential). She stated the property was platted as the west half of Lot 3, Block 1, of Kenwood Acres and was located one-quarter mile west of 9th Street and one-quarter mile north of Kenosha Street. She indicated the property contained an existing single-family residential structure which met all setback requirements of the RS-1 zoning district. She explained BAZ-2003 was a request to change the zoning on the property to the north from R-1 to RS-1 and was conditionally approved by the City Council on July 17, 2018. She stated BAZ-2040 was a request to bring the south lot into the same zoning district so the lots may be combined. She noted BAL-2066CB was submitted in conjunction with this rezoning application (included and approved with the Consent Agenda). She reported the property was designated as Level 1 in the Comprehensive Plan, and the RS-1 zoning requested with BAZ-2040 was in compliance with the Comprehensive Plan in Level 1. She stated based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommended BAZ-2040 be approved and platting be waived subject to a 4-foot wide sidewalk being constructed, or funds being put in escrow for this purpose, along the entire frontage of 4th Street when the new structure was constructed.

The applicant was not present but was noted to be in agreement with Staff recommendations.

Vice Chairperson Whelpley opened the Public Hearing and asked if any present wished to speak regarding Item 6B.

Citizen Cynthia Kraus stated her address was 2026 S. Ash Place. She indicated she owned property at 1039 N. 4th Street. She stated she was two lots away from the property in question. She asked why the zoning was requested to be changed. Mr. Curtis explained the property owner wished to install an accessory building: a garage. He stated the project was still to be a single-family home. Ms. Yamaguchi explained the setback in R-1 was 20% of the lot depth while in RS-1 the setback was 20 feet. Mr. Curtis noted there was a home on the property which would remain; the homeowner simply wished to construct a garage on the property. Ms. Kraus asked about the Special Use permit requirement as related to group homes. Mr. Curtis explained if the property owner wished to open a group home a Special Use Permit would be required, along with a Public Hearing before the Planning Commission and City Council; residents would have the opportunity to speak in this regard.

Vice Chairperson Whelpley asked if any others wished to speak regarding Item 6B; hearing none, he closed the Public Hearing.

MOTION: A motion was made by Jaylee Klempa, seconded by Mark Jones.

Move to approve Item 6B per Staff recommendations

Aye: **4 -** The motion carried by the following vote:
Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley

Vice Chairperson Whelpley noted this Item would go before City Council on December 17, 2019 at 6:30 p.m.

C. 19-1421 Public hearing, consideration, and possible action regarding PUD-132D (Planned Unit Development), Good Shepherd Parking Expansion, a request for a minor amendment to PUD-132, 0.66 acres, CH/PUD-132, one-eighth mile south of Albany Street (61st Street), west of 9th Street (Lynn Lane)

Ms. Yamaguchi reported Planned Unit Development (PUD)-132D, a minor amendment to PUD-132, involved 0.66 acres located one-eighth mile south of Albany Street (61st Street), west of 9th Street (Lynn Lane). She stated the property, zoned CH/PUD-132, was platted as Lot 3, Block 1 of Hancock Plaza. She reported PUD-132 was approved by City Council on July 15, 2002; PUD-132A was approved on October 15, 2013 which allowed Lot 3, Block 1 to be used as a veterinary clinic, reduced the landscaping buffer on the south property line to 5-feet, and reduced the parking requirement to 1 space per 300-feet of building area. She noted the site was developed in accordance with the PUD; however, since that time business had increased, and the veterinary clinic now needed more parking spaces. She stated with PUD-132D the applicant proposed to increase the parking requirement of PUD-132 from 1 space per 300 square feet to 1 space per 221 square feet, which was still less than the current parking requirements of the zoning ordinance for the use. She stated the minor amendment to PUD-132 would allow the applicant to construct nine (9) additional parking spaces on the site. She noted the applicant proposed to reduce the width of four (4) existing parking spaces and the nine (9) additional spaces from 9-feet to 8.5-feet in width in order to reconfigure the parking and bring the total number of parking spaces up to 34 parking spaces. She indicated the property was designated as Level 6 in the Comprehensive Plan and Commercial General (CH) uses associated with PUD-132D were in compliance with the Comprehensive Plan in Level 6. She stated based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommended PUD-132D be approved as presented.

The applicant, Dr. Kevin Long, stated his address was 2280 N. 9th Street. He indicated he was in agreement with Staff recommendations.

Vice Chairperson Whelpley opened the Public Hearing and asked if any present wished to speak regarding Item 6C.

Citizen John Lichteneger stated his address was 836 E. Vancouver Street. He asked if the veterinary clinic intended to become a 24-hour emergency vet clinic with the added parking. He noted he lived behind the clinic and he was worried about the business being open all night.

Vice Chairperson Whelpley noted Dr. Long would have an opportunity to answer Mr. Lichteneger's question in a moment. He encouraged Mr. Lichteneger to speak with applicants prior to Public Hearings in the future regarding these types of questions. Mr. Lichteneger noted he received a letter regarding this Public Hearing last week, called the City and left a message, but never received a return phone call.

Commissioner Ricky Jones stated a veterinary clinic was permitted in a CH zone district. He asked if zoning differentiated between a 24-hour veterinary clinic and a regular business hour veterinary clinic. Ms. Yamaguchi responded in the negative; the use was permitted; hours of operation were not specified in CH zoning. Commissioner Ricky Jones stated there was no zoning which prohibited Dr. Long from becoming a 24-hour veterinary clinic should he choose to do so. Ms. Yamaguchi concurred. Mr. Curtis noted Nuisance Ordinance prohibited loud noises between the hours of 11 p.m. to 7 a.m. Commissioner Ricky Jones noted the Planning Commission did not regulate the Nuisance Ordinance; citizens should call the Police Department regarding violations of the Nuisance Ordinance. Mr. Curtis concurred.

Vice Chairperson Whelpley asked if any others wished to speak regarding Item 6C; hearing none, he closed the Public Hearing.

Dr. Long stated while he could not predict the future, at this point he had no intentions of becoming an emergency 24-hour veterinary hospital. He indicated the additional parking spaces were being created in an effort to prevent the need to extend current veterinary clinic hours. He noted he would be happy to speak with Mr. Lichteneger after the Meeting.

Commissioner Ricky Jones stated zoning code contained certain screening requirements. He asked if there was a screening fence between the veterinary clinic and residential properties. Dr. Long responded in the affirmative; there was an 8-foot high fence per zoning code. Commissioner Ricky Jones asked about lighting. Dr. Long explained there was LED lighting designed to point downward to specifically avoid glaring into neighboring windows and

property. He stated no lighting would be added with the addition of parking spaces. He stated greenery would not be reduced; only moved.

Mr. Curtis asked about Dr. Long’s intention to move one of the lights. Dr. Long explained the light would be moved to the west, farther away from Mr. Lichteneger’s property. Commissioner Ricky Jones asked when this project would be completed. Dr. Long responded the project would hopefully be completed before late February as March was the start of busy season.

Commissioner Ricky Jones asked if the site plan had been reviewed by Staff and met all setback, lighting, and screening requirements. Mr. Curtis responded in the affirmative. He stated the only deviation from code was the reduction in parking space width from 9 feet wide to 8.5 feet wide. Discussion ensued regarding the width of the parking spaces.

MOTION: A motion was made by Mark Jones, seconded by Ricky Jones.

Move to approve Item 6C per Staff recommendations

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley

Vice Chairperson Whelpley noted this Item would not go before City Council for approval. Mr. Curtis indicated as this was a minor amendment, the Planning Commission had final authority.

7. Appeals

There were no Appeals.

8. General Commission Business

There was no General Commission Business

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Mr. Larry Curtis announced the new Planning and Development Manager Jill Ferenc would begin December 2, 2019. He stated he was excited to bring Ms. Ferenc on board. Commissioner Ricky Jones stated he had known Ms. Ferenc for many years and felt she would be a fantastic Planning and Development Manager for the City of Broken Arrow.

Mr. Curtis noted the interviews for the Urbanism and Sustainability Manager were complete and he hoped to announce the winning candidate at the next Planning Commission Meeting. He stated Broken Arrow had many strong applicants for this position.

10. Adjournment

The meeting adjourned at approximately 5:24 p.m.

MOTION: A motion was made by Ricky Jones, seconded by Jaylee Klempa.

Move to adjourn

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley



City of Broken Arrow

Request for Action

File #: 19-1523, **Version:** 1

Broken Arrow City Council
Meeting of: 01-07-2020

Title:

Acceptance of Planning Commission meeting minutes of December 5, 2019

Background:

The minutes of the Planning Commission meeting held December 5, 2019 were approved by the Planning Commission on December 19, 2019.

Cost: \$0

Funding Source: None

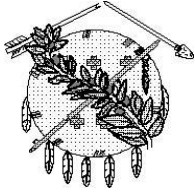
Requested By: Larry R. Curtis, Development Services Director

Approved By: City Manager Office

Attachments: 12 05 2019 Planning Commission Minutes

Recommendation:

Accept the minutes of Planning Commission meeting held December 5, 2019.



City of Broken Arrow

Minutes Planning Commission

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Fred Dorrell
Vice Chairperson Lee Whelpley
Commission Member Ricky Jones
Commission Member Mark Jones
Commission Member Jaylee Klempa

Thursday, December 5, 2019

Time 5:00 p.m.

Council Chambers

1. Call to Order

Chairperson Fred Dorrell called the meeting to order at approximately 5:00 p.m.

2. Roll Call

Present: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Fred Dorrell

Absent: 1 - Lee Whelpley

3. Old Business

There was no Old Business.

4. Consideration of Consent Agenda

Staff Planner Amanda Yamaguchi presented the Consent Agenda.

A. 19-1409 Approval of PT13-100A, Conditional Final Plat, Shadow Trails II, 35.16 acres, 111 lots, A-1 to RS-3, one-quarter mile west of Olive Avenue, one-quarter mile south of Tucson Street

B. 19-1422 Approval of PT17-115A, Conditional Final Plat, Creek 51 Business Park, 97.21 acres, 8 Lots, A-1 to CG and IL/PUD-204A, one-half mile south of Houston Street (81st Street), west of Highway 51 and west of the Creek Turnpike

C. 19-1457 Approval of PT19-117, Preliminary Plat, Broken Arrow HS STEM, 79.844 acres, 1 Lot, A-1, one-quarter mile east of 23rd Street (193rd E. Avenue/County Line Road), north of Albany Street (61st Street)

Ms. Yamaguchi indicated all applicants were in agreement with the Staff Reports.

Commissioner Ricky Jones stated his firm prepared Items 4A and 4B. He asked for these Items to be pulled from the Consent Agenda.

Chairperson Dorrell explained the Consent Agenda consisted of routine items, minor in nature, and was approved in its entirety with a single motion and a single vote, unless an item was removed for discussion. He asked if there were any other items to be removed from the Consent Agenda; hearing none, he called for a motion.

MOTION: A motion was made by Jaylee Klempa, seconded by Ricky Jones.

Move to pull Items 4A and 4B from the Consent Agenda

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Fred Dorrell

MOTION: A motion was made by Jaylee Klempa, seconded by Mark Jones.

Move to approve Consent Agenda Item 4C per Staff recommendation

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Fred Dorrell

5. Consideration of Items Removed from Consent Agenda

Commissioner Ricky Jones left the room during the discussion and vote for Items 4A and 4B.

MOTION: A motion was made by Mark Jones, seconded by Jaylee Klempa.

Move to approve Items 4A and 4B per Staff recommendation

The motion carried by the following vote:

Aye: 3 - Jaylee Klempa, Mark Jones, Fred Dorrell

Recused: 1 - Ricky Jones

Chairperson Dorrell noted Items 4A and 4B would go before City Council on January 7, 2019 at 6:30 p.m.

6. Public Hearings

A. 19-1470 Public hearing, consideration, and possible action regarding PUD-17C (Planned Unit Development Major Amendment), Vandever Acres Center, 4.94-acres, CG/PUD-17

(Commercial General), located west of the northwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

Staff Planner II Jane Wyrick reported Planned Unit Development (PUD)-17C involved a 4.94-acre parcel located west of the northwest corner of New Orleans Street (101st Street) and Elm Place. She stated with PUD-17C, the applicant proposed a major amendment to PUD-17 to allow medical marijuana dispensary as a permitted use in addition to the other principle and accessory uses permitted as a matter of right in the Commercial General zoning district. She indicated when PUD-17 was approved medical marijuana dispensary was not a permitted use; therefore, an amendment to the PUD was necessary to include dispensary use as a permitted use. She reported on September 18, 2018, the City Council adopted Ordinance No. 3542 allowing for retail medical marijuana establishments, commercial marijuana growing facilities, wholesale marijuana facilities, and marijuana storage facilities. She noted the ordinance allowed for retail medical marijuana establishments in commercial zoning districts provided the establishment was not located within one thousand (1,000) feet from any public or private school entrance. She stated the ordinance also outlined the process an operator must complete in order to obtain the required City of Broken Arrow Medical Marijuana Dispensary permit. She stated should this PUD major amendment be approved the business operator would be required to obtain the dispensary permit. She stated based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommended PUD-17C be approved, subject to the operator obtaining all applicable licenses and permits.

The applicant, Nathalie Cornett, stated her address was 2727 E. 21st Street, Tulsa. She indicated she was in agreement with Staff recommendations. Assistant City Attorney Tammy Ewing asked if Ms. Cornett understood the Staff recommendation indicated the PUD amendment would not be approved until the applicant obtained all applicable licenses and permits. Ms. Cornett responded in the affirmative.

Chairperson Dorrell opened the Public Hearing and asked if any present wished to speak regarding Item 6A; hearing none, he closed the Public Hearing.

MOTION: A motion was made by Mark Jones, seconded by Ricky Jones.

Move to approve Item 6A per Staff recommendations

The motion carried by the following vote:

Aye: **3 -** Mark Jones, Ricky Jones, Fred Dorrell
Nay: **1 -** Jaylee Klempa

Chairperson Dorrell noted this Item would go before City Council on January 7, 2019 at 6:30 p.m.

B. 19-1471 Public hearing, consideration, and possible action regarding PUD-126C (Planned Unit Development Major Amendment), Broken Arrow Plaza, 9.64-acres, CG/PUD-126 (Commercial General), located west of Elm Place (S. 161st E. Avenue), north of Tucson Street (121st Street)

Ms. Wyrick stated PUD-126C involved a 9.64-acre parcel located west Elm Place (161st E. Avenue), north of Tucson Street (121st Street). She reported with PUD-126C, the applicant proposed a major amendment to PUD-126 to allow medical marijuana dispensary as a permitted use. She noted with this PUD amendment, the applicant was requesting approval to include Medical Marijuana Dispensary as a permitted use in addition to other principal and accessory uses permitted as a matter of right in the CG (Commercial General) zoning district. She stated when PUD-126 was approved, medical marijuana dispensary was not a permitted use; therefore, an amendment to the PUD was necessary to include the dispensary use as a permitted use. She stated on September 18, 2018, the City Council adopted Ordinance No. 3542 allowing for retail medical marijuana establishments, commercial marijuana growing facilities, wholesale marijuana facilities, and marijuana storage facilities. She indicated the ordinance allowed for retail medical marijuana establishments in commercial zoning districts provided the establishment was not located within one thousand (1,000) feet from any public or private school entrance. She stated the ordinance also outlined the process an operator must complete in order to obtain the required City of Broken Arrow Medical Marijuana Dispensary permit. She stated should this PUD major amendment be approved the business operator would be required to obtain the dispensary permit. She stated based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommended PUD-126C be approved, subject to the operator obtaining all applicable licenses and permits.

The applicant, Nathalie Cornett, stated her address was 2727 E. 21st Street, Tulsa. She indicated she was in agreement with Staff recommendations. She asked if there would be difficulties when applying for the permit as technically the PUD would not be approved until the permit was obtained. Community Development Director indicated if everything were to move forward, he would include a caveat in the permit application with the State explaining the situation.

Chairperson Dorrell opened the Public Hearing and asked if any present wished to speak regarding Item 6B; hearing none, he closed the Public Hearing.

MOTION: A motion was made by Ricky Jones, seconded by Mark Jones.

Move to approve Item 6B per Staff recommendations

The motion carried by the following vote:

Aye: **4 -** Jaylee Klempa, Mark Jones, Ricky Jones, Fred Dorrell

Vice Chairperson Whelpley noted this Item would go before City Council on January 7, 2019 at 6:30 p.m.

7. Appeals

There were no Appeals.

8. General Commission Business

There was no General Commission Business

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

Mr. Larry Curtis introduced the new Planning and Development Manager Jill Ferenc. He reviewed Ms. Ferenc’s qualifications and welcomed Ms. Ferenc.

10. Adjournment

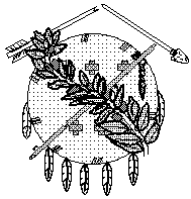
The meeting adjourned at approximately 5:12 p.m.

MOTION: A motion was made by Ricky Jones, seconded by Mark Jones.

Move to adjourn

The motion carried by the following vote:

Aye: **4 -** Jaylee Klempa, Mark Jones, Ricky Jones, Fred Dorrell



City of Broken Arrow

Request for Action

File #: 19-1506, **Version:** 1

Broken Arrow City Council
Meeting of: 01-07-2020

Title:

Approval of PT13-100A, Conditional Final Plat, Shadow Trails II, 35.16 acres, 111 lots, A-1 to RS-3, one-quarter mile west of Olive Avenue, one-quarter mile south of Tucson Street

Background:

PT13-100A, the conditional final plat for Shadow Trails II, contains 35.16 acres and is proposed to be divided into 111 lots. The property is located one-quarter mile west of Olive Avenue, one quarter mile south of Tucson Street. BAZ 1887, a request to change the zoning on this property from A-1 to RS-3, was approved by the City Council on March 5, 2013, subject to the property being platted.

On August 8, 2013, the Planning Commission approved a preliminary plat that included this property. The preliminary plat contained 322 lots on 104.28 acres. A conditional final plat on the north 69.15 acres was approved by the City Council on October 15, 2013, subject to an attached checklist. The plat for the first phase of Shadow Trails, which contained 197 lots, was recorded in Tulsa County on October 30, 2015.

A new engineer is now involved with the platting of Shadow Trails II. A revised preliminary plat was submitted and approved by the Planning Commission on January 11, 2018, subject to an attached checklist. Revisions have been made to the plat to address the comments on the revised preliminary plat.

According to the FEMA maps, a small portion of the southwest corner of the property is located in the 100-year FEMA Floodplain of White Church Creek. The floodplain area has been placed in Reserve B.

Water and sanitary sewer service to this development will be provided by the City of Broken Arrow.

On December 5, 2019, the Planning Commission recommended the approval of PT13-100A, Conditional Final Plat for Shadow Trails II as per Staff recommendation.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff report
Checklist
Conditional final plat for Shadow Trails II

Aerial

Recommendation:

Approve PT13-100A, Conditional Final Plat for Shadow Trails II.



City of Broken Arrow

Request for Action

File #: 19-1409, **Version:** 1

**Broken Arrow Planning Commission
12-05-2019**

To: Chairman and Commission Members
From: Development Services Department
Title: Approval of PT13-100A, Conditional Final Plat, Shadow Trails II, 35.16 acres, 111 lots, A-1 to RS-3, one-quarter mile west of Olive Avenue, one-quarter mile south of Tucson Street

Background:

Applicant: Erik Enyart, Tanner Consulting, L.L.C.
Owner: RLD Holdings, LLC
Developer: RLD Holdings, LLC
Engineer: Tanner Consulting, L.L.C.
Location: One-quarter mile west of Olive Avenue, one-quarter mile south of Tucson Street
Size of Tract 35.16 acres
Number of Lots: 111
Present Zoning: A-1 to RS-3
Comp Plan: Level 2

PT13-100A, the conditional final plat for Shadow Trails II, contains 35.16 acres and is proposed to be divided into 111 lots. The property is located one-quarter mile west of Olive Avenue, one quarter mile south of Tucson Street. BAZ 1887, a request to change the zoning on this property from A-1 to RS-3, was approved by the City Council on March 5, 2013, subject to the property being platted.

On August 8, 2013, the Planning Commission approved a preliminary plat that included this property. The preliminary plat contained 322 lots on 104.28 acres. A conditional final plat on the north 69.15 acres was approved by the City Council on October 15, 2013, subject to an attached checklist. The plat for the first phase of Shadow Trails, which contained 197 lots, was recorded in Tulsa County on October 30, 2015.

A new engineer is now involved with the platting of Shadow Trails II. A revised preliminary plat was submitted and approved by the Planning Commission on January 11, 2018, subject to an attached checklist. Revisions have been made to the plat to address the comments on the revised preliminary plat.

According to the FEMA maps, a small portion of the southwest corner of the property is located in the 100-year FEMA Floodplain of White Church Creek. The floodplain area has been placed in Reserve B.

Water and sanitary sewer service to this development will be provided by the City of Broken Arrow.

The Technical Advisory Committee (TAC) will review the conditional final plat for Shadow Trails II on November 19, 2019.

Attachments: Checklist
Conditional final plat for Shadow Trails II
Aerial

Recommendation:

Staff recommends PT13-100A, conditional final plat for Shadow Trails II, be approved, subject to the attached checklist.

Reviewed and approved by: Larry R. Curtis

BDM

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Shadow Trails II

CASE NUMBER: PT13-100A

RELATED CASE NUMBERS: PT13-100 and BAZ 1887

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: Section 5/T17N/R14E

GENERAL LOCATION: One-quarter mile west of Olive Avenue, one-quarter mile south of Tucson Street

CURRENT ZONING: A-1 (RS-3 approved via BAZ 1887)

SANITARY SEWER BASIN:

STORM WATER DRAINAGE BASIN: Haikey Creek

ENGINEER: Tanner Consulting, L.L.C.

ENGINEER ADDRESS: 5323 S. Lewis Avenue
Tulsa, OK 74105

ENGINEER PHONE NUMBER: 918-745-9929

DEVELOPER: 81st & Memorial, L.L.C.

DEVELOPER ADDRESS: 6528 E. 101st Street South
Tulsa, OK 74133

DEVELOPER PHONE NUMBER: 918-638-3003

PRELIMINARY PLAT

APPLICATION MADE: December 18, 2017

TOTAL ACREAGE: 35.16

NUMBER OF LOTS: 115

TAC MEETING DATE: 01-09-2018

PLANNING COMMISSION MEETING DATE: 01-11-2018

COMMENTS:

1. _____ The tangent segment of W. Albuquerque Street and W. Baton Rouge Street are over 900 feet in length which exceeds the requirements of Section 6.4.9.C of the Engineering Design Manual. Redesign both streets to be in compliance with the Engineering Design Manual.
2. _____ Provide one point of access to the east as was shown on the previous preliminary plat. This stub street should be in the vicinity of Lot 14, Block 1.
3. _____ As per Table 4.1-2 of the Zoning Ordinance, increase the building setback line along the street frontage from 15 feet to 20 feet on the following lots: Lot 1, Block 5; Lot 4, Block 5; and Lot 13, Block 2. The 15 foot setback on Lot 1, Block 1 and Lot 10, Block 3 can remain as long as written documentation (email is acceptable) is provided acknowledging that the Homeowners Association for Shadow Trails has agreed to reduce the building setback line on Lot 7, Block 12 and Lot 1, Block 13 from 25 feet to 15 feet.
4. _____ On all lots in which the building setback is less than 25 feet, show Restricted Access (RA) along the street frontage that has a building setback of less than 25 feet. In addition, incorporate the following note on the face of the plat and into the covenants, "No access shall be allowed to streets where the building is setback less than 25 feet." Per the TAC meeting, note can reference Zoning Ordinance.
5. _____ Place case number (PT13-100A) in lower right corner of plat.
6. _____ Correct the sheet numbering on Sheets 2 and 3 (i.e. Sheet 2 of 3).
7. _____ Show the regulatory flood area boundaries along with the FIRM panel map number for the portion of the 100-year floodplain of White Church Creek that crosses the southwest corner of the property.
8. _____ Show the detention determination number on the plat.

TECHNICAL ADVISORY COMMITTEE COMMENTS

9. _____ Place a note on the face of the plat referring to the assigned detention determination number.
10. _____ Delineate and label the portion of the White Church Creek 100-year FEMA floodplain that encroaches onto proposed Reserve B. List the FEMA FIRM Panel number and effective date.
11. _____ Section IIB2 of the covenants provides inaccurate information about potential liens being placed by the City of Broken Arrow against all individual residential lot owners. Broken Arrow only places liens against the individual parcel owner which would be the Homeowners Association. Revise that language and do not use it on any future plats within the City of Broken Arrow.

12. _____ The conceptual utility plan shows storm sewer inlets in back yards between Lots 9 and 10 and 23 and 24 of Block 1 to receive flows from uphill offsite properties. The portion of those lots that contains those inlets and the drainage channels or swales to drain into those inlets shall be placed in an overland drainage easement with no fences or obstructions placed or constructed within them. Regular utility easements as shown do not restrict fencing or placement of obstructions.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT: Shadow Trails II

APPLICATION MADE: October 28, 2019

TOTAL ACREAGE: 35.16

NUMBER OF LOTS: 111

TAC MEETING DATE: 11-19-2019

PLANNING COMMISSION MEETING DATE: 11-21-2019

CITY COUNCIL MEETING DATE:

COMMENTS:

13. _____ Building pad elevations shall be placed on each lot on a copy of the final plat
14. _____ All monuments shall be shown on the plat.
15. _____ 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.
16. _____ Either provide a 15-foot wide utility easement along the frontage of Reserve D, or identify all of Reserve D as a utility easement.
17. _____ Show restricted access along the south boundary of Lot 1, Block 4.
18. _____ Add addresses as assigned by the City of Broken Arrow.
19. _____ Identify the width of the utility easement along the north side of Block 1 and 4, and the west/east sides of Block 4.
20. _____ Identify the width of the front building setback line for Block 4.
21. _____ The west, south and east boundary distances do not equal the sum of the lot distances, please resolve.
22. _____ Use a unique curve number for each curve, do not repeat curve numbers on curves that are similar.
23. _____ On Albuquerque Place C21 and Albuquerque Street C21 & the east C19, the curve length in the table and sum of the lot lengths is not equal.
24. _____ Place a limits of no access (LNA) across the portion of Reserve B where the 50' ingress/egress easement crosses. If the "50' Ingress/Egress Esmt Book 5085, Page 232" extends beyond the west property line, show it to extend as such.
25. _____ Add a note that all new construction will require a sanitary sewer backflow preventer
26. _____ Section I.4, modify the last sentence to include the reserve area owner, similar to section II.B.2

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, ACCEPTED ON:

_____ PAVING PLANS, ACCEPTED ON:

_____ WATER PLANS, ACCEPTED ON:

_____ SANITARY SEWER PLANS, ACCEPTED ON:

_____ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:

_____ WATER PLANS SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____

____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER
AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____

PLANNING DEPARTMENT APPROVAL

____ ADDRESSES REVIEWED AND APPROVED
____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
____ PLANNING DEPARTMENT REVIEW COMPLETE ON:
____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:
____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

FEES

____ FINAL PLAT PROCESSING FEE (\$150 + (\$5 X ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X ____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC. (\$150 X ____ SIGNS)	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X _____ SF IMPERVIOUS AREA)	\$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
____ FINAL PLAT PICKED UP FOR RECORDATION ON: _____
____ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

SUBDIVISION CONTAINS:

ONE HUNDRED ELEVEN (111) LOTS
IN SEVEN (7) BLOCKS
WITH FOUR (4) RESERVE AREAS

GROSS SUBDIVISION AREA: 35.162 ACRES

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBG (CB)	CHORDDIS (CD)
1	39.27'	25.00'	90°00'00"	N43°49'12"E	35.36'
2	39.27'	25.00'	90°00'00"	N46°10'48"W	35.36'
3	18.85'	25.00'	43°11'51"	N67°13'17"E	18.41'
4	16.06'	25.00'	36°48'26"	N16°39'33"E	15.79'
5	39.02'	25.00'	89°26'08"	N46°27'44"W	35.18'
6	147.86'	50.00'	169°26'25"	N49°39'26"W	99.58'
7	110.25'	1000.00'	6°19'00"	N4°54'10"W	110.19'
8	104.73'	950.00'	6°19'00"	N4°54'10"W	104.68'
9	42.27'	25.00'	96°52'52"	N40°22'46"E	37.41'
10	37.17'	25.00'	85°11'18"	N48°35'09"W	33.84'
11	38.33'	25.00'	87°50'15"	N47°49'32"W	34.68'
12	94.25'	1300.00'	4°09'14"	N5°59'02"W	94.23'
13	92.66'	1250.00'	4°14'50"	N3°52'05"W	92.64'
14	39.27'	25.00'	90°00'00"	N43°15'20"E	35.36'
15	39.52'	25.00'	90°33'52"	N43°32'16"E	35.53'
16	18.56'	25.00'	42°31'56"	N23°00'38"W	18.14'
17	148.43'	50.00'	170°05'28"	N40°46'08"E	99.63'
18	16.14'	25.00'	36°59'40"	N72°40'58"W	15.86'
19	105.60'	750.00'	8°04'02"	N84°47'11"E	105.51'
20	98.56'	700.00'	8°04'02"	N84°47'11"E	98.48'
21	112.64'	800.00'	8°04'02"	N84°47'11"E	112.55'
22	30.60'	25.00'	70°08'21"	N53°45'02"E	28.73'
23	16.09'	25.00'	36°52'12"	N70°23'06"E	15.81'
24	142.89'	50.00'	163°44'23"	N46°10'48"W	98.99'
25	16.09'	25.00'	36°52'12"	N17°15'18"E	15.81'
26	39.03'	25.00'	89°26'58"	N46°27'19"W	35.19'
27	39.51'	25.00'	90°33'02"	N43°32'41"E	35.52'
28	16.14'	25.00'	36°59'29"	N20°13'34"W	15.86'
29	143.58'	50.00'	164°32'00"	N43°32'41"E	99.09'
30	16.14'	25.00'	36°59'29"	N72°41'03"W	15.86'
31	139.27'	50.00'	159°35'19"	N81°31'29"W	98.42'

AREA LABEL	AREA	ADDRESS	AREA LABEL	AREA	ADDRESS	AREA LABEL	AREA	ADDRESS
	(ACRE/SF)			(ACRE/SF)			(ACRE/SF)	
B1 L01	0.222/9666	W. Yuma St.	B3 L10	0.180/7835	S. Willow Ave.	B6 L10	0.210/9134	W. Albuquerque St.
B1 L02	0.193/8400	W. Yuma St.	B3 L11	0.181/7869	S. Willow Ave.	B6 L11	0.213/9285	W. Albuquerque St.
B1 L03	0.193/8400	W. Yuma St.	B3 L12	0.181/7904	S. Willow Ave.	B6 L12	0.218/9498	W. Albuquerque St.
B1 L04	0.193/8400	W. Yuma St.	B3 L13	0.210/9131	S. Willow Ave.	B6 L13	0.216/9408	W. Albuquerque St.
B1 L05	0.177/7721	W. Yuma St.	B4 L01	0.193/8404	S. Umbrella Ave.	B6 L14	0.234/10207	W. Albuquerque St.
B1 L06	0.346/15086	S. Tamarack Ave.	B4 L02	0.172/7500	S. Umbrella Ave.	B6 L15	0.239/10411	W. Albuquerque Pl.
B1 L07	0.368/16028	S. Tamarack Ave.	B4 L03	0.172/7500	S. Umbrella Ave.	B6 L16	0.201/8754	W. Albuquerque Pl.
B1 L08	0.258/11525	S. Tamarack Ave.	B4 L04	0.176/7664	S. Umbrella Ave.	B6 L17	0.202/8793	W. Albuquerque Pl.
B1 L09	0.230/10037	S. Tamarack Ave.	B4 L05	0.194/8461	S. Umbrella Ave.	B6 L18	0.207/9017	W. Albuquerque Pl.
B1 L10	0.224/9771	S. Tamarack Ave.	B4 L06	0.285/12393	S. Umbrella Ave.	B6 L19	0.210/9132	W. Albuquerque Pl.
B1 L11	0.214/9319	S. Tamarack Ave.	B4 L07	0.278/12090	W. Yuma St.	B6 L20	0.209/9098	W. Albuquerque Pl.
B1 L12	0.204/8866	S. Tamarack Ave.	B4 L08	0.188/8193	W. Yuma St.	B6 L21	0.209/9100	W. Albuquerque Pl.
B1 L13	0.209/9083	S. Tamarack Ave.	B4 L09	0.193/8400	W. Yuma St.	B6 L22	0.209/9100	W. Albuquerque Pl.
B2 L01	0.200/8731	S. Tamarack Ave.	B4 L10	0.211/9212	W. Yuma St.	B6 L23	0.209/9100	W. Albuquerque Pl.
B2 L02	0.179/7800	S. Tamarack Ave.	B5 L01	0.222/9660	W. Yuma St.	B6 L24	0.234/10209	W. Albuquerque Pl.
B2 L03	0.179/7800	S. Tamarack Ave.	B5 L02	0.201/8750	W. Yuma St.	B7 L01	0.238/10363	W. Albuquerque Pl.
B2 L04	0.179/7800	S. Tamarack Ave.	B5 L03	0.209/9100	W. Yuma St.	B7 L02	0.213/9287	W. Albuquerque Pl.
B2 L05	0.179/7800	S. Tamarack Ave.	B5 L04	0.207/9028	W. Yuma St.	B7 L03	0.213/9286	W. Albuquerque Pl.
B2 L06	0.179/7800	S. Tamarack Ave.	B5 L05	0.204/8882	W. Yuma St.	B7 L04	0.229/9989	W. Albuquerque Pl.
B2 L07	0.179/7800	S. Tamarack Ave.	B5 L06	0.201/8736	W. Yuma St.	B7 L05	0.196/8550	W. Albuquerque Pl.
B2 L08	0.165/7172	S. Tamarack Ave.	B5 L07	0.197/8591	W. Yuma St.	B7 L06	0.214/9335	W. Albuquerque Pl.
B2 L09	0.438/19062	W. Baton Rouge St.	B5 L08	0.197/8561	W. Yuma St.	B7 L07	0.220/9575	W. Albuquerque Pl.
B2 L10	0.320/13930	W. Baton Rouge St.	B5 L09	0.209/9111	W. Albuquerque St.	B7 L08	0.219/9522	W. Albuquerque Pl.
B2 L11	0.245/10656	W. Baton Rouge St.	B5 L10	0.185/8053	W. Albuquerque St.	B7 L09	0.240/10453	W. Albuquerque Pl.
B2 L12	0.242/10561	W. Baton Rouge St.	B5 L11	0.190/8284	W. Albuquerque St.	B7 L10	0.239/10417	W. Baton Rouge St.
B2 L13	0.233/10165	W. Baton Rouge St.	B5 L12	0.200/8722	W. Albuquerque St.	B7 L11	0.205/8910	W. Baton Rouge St.
B2 L14	0.221/9629	W. Baton Rouge St.	B5 L13	0.207/9038	W. Albuquerque St.	B7 L12	0.206/8974	W. Baton Rouge St.
B2 L15	0.229/9967	W. Baton Rouge St.	B5 L14	0.209/9099	W. Albuquerque St.	B7 L13	0.211/9211	W. Baton Rouge St.
B2 L16	0.209/9110	W. Baton Rouge St.	B5 L15	0.201/8750	W. Albuquerque St.	B7 L14	0.198/8616	W. Baton Rouge St.
B2 L17	0.211/9203	W. Baton Rouge St.	B5 L16	0.222/9671	W. Albuquerque St.	B7 L15	0.229/9984	W. Baton Rouge St.
B3 L01	0.249/10858	W. Baton Rouge St.	B6 L01	0.214/9317	S. Willow Ave.	B7 L16	0.213/9286	W. Baton Rouge St.
B3 L02	0.249/10851	W. Baton Rouge St.	B6 L02	0.187/8146	S. Willow Ave.	B7 L17	0.213/9287	W. Baton Rouge St.
B3 L03	0.249/10851	W. Baton Rouge St.	B6 L03	0.186/8104	S. Willow Ave.	B7 L18	0.238/10369	W. Baton Rouge St.
B3 L04	0.246/10713	W. Baton Rouge St.	B6 L04	0.210/9165	S. Willow Ave.			
B3 L05	0.246/10719	W. Albuquerque Pl.	B6 L05	0.234/10209	W. Albuquerque St.	RES. A	2.698/117505	
B3 L06	0.201/8768	W. Albuquerque Pl.	B6 L06	0.209/9100	W. Albuquerque St.	RES. B	0.402/17527	
B3 L07	0.244/10643	W. Albuquerque Pl.	B6 L07	0.209/9100	W. Albuquerque St.	RES. C	1.043/45424	
B3 L08	0.340/14832	S. Willow Ave.	B6 L08	0.209/9100	W. Albuquerque St.	RES. D	0.127/5516	
B3 L09	0.165/7208	S. Willow Ave.	B6 L09	0.209/9111	W. Albuquerque St.			

*B DENOTES BLOCK, L DENOTES LOT

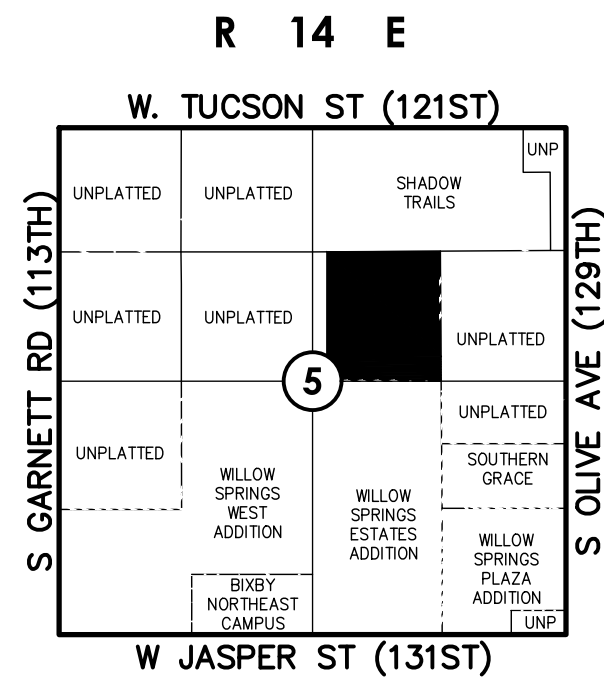
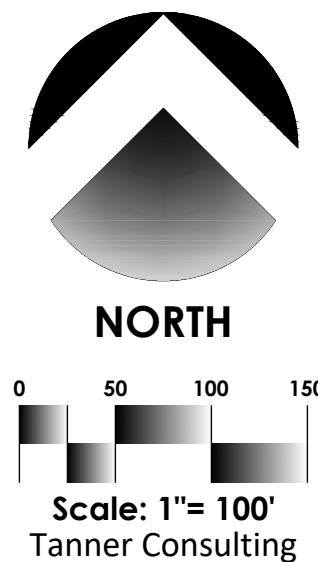
DATE OF PREPARATION: October 28, 2019

OWNER/DEVELOPER:
RLD Holdings, LLC
CONTACT: RICK DODSON, GENERAL MANAGER
6528 East 101st Street South
D-1, Suite 409
Tulsa, Oklahoma 74133
Phone: (918)638-3003

Conditional Final Plat Shadow Trails II

PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



Location Map
Scale: 1"= 2000'

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
D/U	DRAINAGE & UTILITY EASEMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RA	RESTRICTED ACCESS
RES	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
●	FOUND MONUMENT
●	SET MONUMENT

Notes:

- 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- 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) 5/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 2 OF SECTION 5;
(b) 1/2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 5;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°43'50" EAST.
- 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH TAMARACK PLACE AND SOUTH 122ND EAST AVENUE, BOTH BEING PUBLIC STREETS.
- ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "RA" THIS NOTE IS IN REFERENCE AND SUBORDINATE TO A SIMILAR PROVISION IN THE RESTRICTIVE COVENANTS.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-050318-17.
- NO FENCING OR OTHER OBSTRUCTIONS ALLOWED WITHIN OVERLAND DRAINAGE EASEMENT AREA UNLESS OTHERWISE APPROVED BY THE CITY OF BROKEN ARROW.



APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor _____

Attest: City Clerk _____

Shadow Trails II
CASE NO. PT13-100A
SHEET 1 OF 3

Conditional Final Plat

Shadow Trails II

PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT RLD HOLDINGS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) OF SECTION FIVE (5), 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:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 5; THENCE SOUTH 1°43'50" EAST AND ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 1305.53 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF "SHADOW TRAILS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6637); THENCE NORTH 88°49'12" EAST AND ALONG THE SOUTH LINE OF SAID "SHADOW TRAILS" AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) OF SAID SECTION 5 FOR A DISTANCE OF 164.94 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°49'12" EAST AND ALONG THE SOUTH LINE OF SAID "SHADOW TRAILS" FOR A DISTANCE OF 1154.14 FEET; THENCE SOUTH 1°44'40" EAST AND ALONG THE EAST LINE OF SAID SW/4 NE/4 FOR A DISTANCE OF 1326.91 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID SW/4 NE/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF "WILLOW SPRINGS ESTATES ADDITION", ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 2787); THENCE SOUTH 88°48'42" WEST AND ALONG THE SOUTH LINE OF SAID SW/4 NE/4 AND ALONG THE NORTH LINE OF SAID "WILLOW SPRINGS ESTATES ADDITION" FOR A DISTANCE OF 1154.46 FEET; THENCE NORTH 1°43'50" WEST AND PARALLEL WITH THE WEST LINE OF SAID SW/4 NE/4 FOR A DISTANCE OF 1327.07 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1,531,673 SQUARE FEET OR 35.162 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:

- 5/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 2 OF SECTION 5;
- 1/2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 5;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°43'50" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE-DESCRIBED REAL PROPERTY TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND HAS DESIGNATED THE SUBDIVISION AS "SHADOW TRAILS II", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER/DEVELOPER, 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/DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER, OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW.

SECTION I. STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE TO THE PUBLIC FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, 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/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, OR LANDSCAPING WITHIN SUCH EASEMENTS.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENT ALONG THE WEST BOUNDARY. STREET LIGHT POLES OR STANDARDS MAY 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 EASEMENTS DEDICATED FOR GENERAL

UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS 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.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH LOT OR RESERVE AREA; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT OR RESERVE AREA, COVERING A FIVE 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 SAID STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR PROPER 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 ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE UTILITY SERVICE SUPPLIER.

4. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA 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 THE UTILITY FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO UTILITY EASEMENT AREAS DESIGNATED ON THE PLAT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. CONCERNING ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICES

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER OR SEWER MAINS OR STORM SEWER FACILITIES, SHALL BE PROHIBITED.

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

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 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.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER/DEVELOPER AND OWNERS OF EACH LOT OR RESERVE AREA AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL 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.

2. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH 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 OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF SUCH OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EXCEPT FOR STORMWATER DETENTION FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS, EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, EASEMENTS, AND DRAINAGE AREAS OF HIGHER ELEVATION, AND NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING OR PAVING OCCASIONED BY THE NECESSARY INSTALLATION OR MAINTENANCE OF THE UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. ACCESS RESTRICTIONS

ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

H. SIDEWALKS

1. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.

2. SIDEWALKS WILL BE CONSTRUCTED BY THE OWNER/DEVELOPER ALONG ALL STREETS ADJACENT TO ALL RESERVE AREAS.

I. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. EXCEPT FOR STORMWATER DETENTION FACILITIES, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA FAILS TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE UNAPPROVED ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION I. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

SECTION II. RESERVE AREAS

A. RESERVE AREAS A, B, C, AND D

RESERVE AREAS A, B, C, AND D ARE DESIGNATED TO BE USED FOR OPEN SPACE, UTILITIES, STORMWATER DRAINAGE AND DETENTION FACILITIES, AND PRIVATE RECREATIONAL FACILITIES AS MAY BE APPROVED BY THE CITY OF BROKEN ARROW, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

B. ALL RESERVE AREAS

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREAS TO THE ASSOCIATION. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2. IN THE EVENT ANY RESERVE AREA OWNER FAILS MAINTAIN THE RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM THE NECESSARY MAINTENANCE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT SUCH OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE RESERVE AREA OWNER, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE RESERVE AREAS AND THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED THEREIN AND FURTHER AGREES THAT NEITHER THE CITY OF BROKEN ARROW NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION

THE OWNER/DEVELOPER HAS FORMED THE SHADOW TRAILS HOMEOWNERS' ASSOCIATION, INC. (HEREIN REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION" OR THE "ASSOCIATION") PRESENTLY COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN SHADOW TRAILS (PLAT NO. 6637). THE ASSOCIATION HAS BEEN ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS WITHIN SHADOW TRAILS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SHADOW TRAILS ADDITION. SHADOW TRAILS II ADJOINS SHADOW TRAILS AND SHALL BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE SHADOW TRAILS HOMEOWNERS' ASSOCIATION, INC. MOREOVER, THE SHADOW TRAILS HOMEOWNERS' ASSOCIATION, INC. SHALL ADDITIONALLY HAVE USE AND BENEFIT OF AND SHALL MAINTAIN THE COMMON AREAS WITHIN SHADOW TRAILS II INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS AND STORMWATER DRAINAGE AND DETENTION FACILITIES WITHIN SHADOW TRAILS II, AND THE COMMON AREAS OF ANY OTHER SUBDIVISION WHICH MAY SUBSEQUENTLY BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, AND THE ASSOCIATION SHALL OTHERWISE ENHANCE THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF SHADOW TRAILS II AND OF ANY OTHER SUBDIVISION WHICH MAY BE SUBSEQUENTLY ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION.

B. MEMBERSHIP

EVERY RECORD OWNER OF A FEE INTEREST OF A LOT WITHIN SHADOW TRAILS II SHALL BE A MEMBER OF THE SHADOW TRAILS HOMEOWNERS' ASSOCIATION, INC. AND SUCH MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT SEPARATED FROM THE OWNERSHIP OF THE LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS, AND OTHER COMMON AREAS.

SECTION IV. PRIVATE COVENANTS

A. GENERAL

FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF MAINTAINING CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN, 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/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

B. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ARCHITECTURAL COMMITTEE:

a. FORMATION. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS' ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY, AT ANY TIME AND IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION.

b. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND, IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, IT MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER AND DOES, IN FACT, GRANT SUCH WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

Conditional Final Plat

Shadow Trails II

PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

Deed of Dedication (Continued)

- c. ARCHITECTURAL PLANS. ARCHITECTURAL PLANS TO BE SUBMITTED IN DUPLICATE AND APPROVED IN ACCORDANCE HERewith SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION:
- (1) AN ACCURATE SITE PLAN,
 - (2) AN ACCURATE FLOOR PLAN,
 - (3) ALL EXTERIOR ELEVATIONS AND COLOR SCHEME,
 - (4) DRAINAGE AND GRADING PLANS, AND
 - (5) THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.
- d. PLAN REVIEW. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- e. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.
2. USE. THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.
3. MINIMUM YARDS. NO BUILDING SHALL BE LOCATED NEARER TO A BOUNDARY OF A LOT THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT. WHERE NO BUILDING LINE IS DEPICTED FOR A SIDE YARD, NO BUILDING SHALL BE LOCATED NEARER THAN 5 FT. TO ANY SIDE LOT LINE. NOTWITHSTANDING THE ABOVE, NO BUILDING SHALL ENCRoACH UPON ANY EASEMENT DEPICTED UPON THE ACCOMPANYING PLAT.
4. FLOOR AREA. SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,000 SQUARE FEET OF FINISHED, HEATED LIVING AREA. DWELLINGS WITH MORE THAN ONE (1) STORY SHALL HAVE A MINIMUM OF 2,600 SQUARE FEET OF FINISHED, HEATED LIVING AREA WITH THE FIRST FLOOR HAVING A MINIMUM OF 1,600 SQUARE FEET OF FINISHED, HEATED LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES, AND BREEZEWAYS.
5. MAXIMUM BUILDING HEIGHT. NO BUILDING SHALL EXCEED THIRTY-FIVE FEET IN HEIGHT.
6. GARAGES. EACH DWELLING SHALL HAVE AN ATTACHED, ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES. CARPORTS ARE PROHIBITED. GLASS IN VEHICULAR ENTRY DOORS IS PROHIBITED.
7. FOUNDATIONS. THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEM WALLS, SHALL BE OF BRICK, STONE, OR STUCCO.
8. MASONRY. THE EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE 75% BRICK, NATURAL ROCK, OR STUCCO. VINYL SIDING OF ANY EXTERIOR WALL IS PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.
9. WINDOWS. VINYL WINDOWS SHALL BE USED. METAL WINDOWS ARE RESTRICTED; HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE METAL WINDOW RESTRICTIONS SET FORTH IN THIS SUBSECTION.
10. ROOF FLASHING. EXPOSED ROOF FLASHING, VENT PIPES, AND CHIMNEY COVERS SHALL BE PAINTED.
11. ROOF PITCH. NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 5/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN TWENTY PERCENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES.
12. ROOFING MATERIALS. ROOFING SHALL BE COMPOSITION SHINGLE ROOF - LANDMARK, PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION, OR IF LANDMARK ROOFING IS NOT REASONABLY AVAILABLE, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE WHICH SIMULATES "WEATHERED WOOD" LOOK.
13. ON-SITE CONSTRUCTION. NO EXISTING OR OFF-SITE BUILT DWELLING SHALL BE MOVED ONTO OR PLACED ON ANY LOT.
14. OUTBUILDINGS. OUTBUILDINGS ARE PROHIBITED. HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.
15. SWIMMING POOLS. ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.
16. INTERIOR FENCING. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. INTERIOR FENCES OR WALLS SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE, OR WROUGHT IRON, CHAIN LINK, BARBED WIRE, MESHED, OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO INTERIOR FENCE OR WALL SHALL EXCEED SIX FEET IN HEIGHT. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST,

APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

17. ANTENNAS. EXTERIOR TELEVISION, CB RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER AND NOT VISIBLE FROM THE FRONT BOUNDARY OF THE LOT SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.
18. LOT MAINTENANCE. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED, OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
19. RECREATIONAL VEHICLES. BOATS, TRAILERS, CAMPERS, MOTOR HOMES, AND OTHER RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW FROM AN ADJOINING STREET OR FROM AN ADJOINING LOT.
20. CLOTHESLINES AND TRASH RECEPTACLES. EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED. GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP.
21. MAILBOXES. AS LONG AS RURAL TYPE MAILBOX IS IN USE IN THE SUBDIVISION FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS APPLICABLE TO THE SUBDIVISION AS ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN FROM THE BASE OF THE CURB AND SIX (6) FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO INCHES FROM STREET LEVEL.
22. ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD, OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.
23. NOXIOUS ACTIVITY. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
24. SIGNAGE. NO SIGNS OTHER THAN CUSTOMARY NAME PLATE AND ADDRESS SHALL BE LOCATED ON ANY LOT IN PUBLIC VIEW, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. NO RENT OR LEASE SIGNS ARE ALLOWED.
25. MATERIALS AND STORAGE. NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.
- SECTION IV. ENFORCEMENT, AMENDMENT OR TERMINATION, DURATION, AND SEVERABILITY**
- A. ENFORCEMENT**
- THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEES, SUCCESSORS, AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS AND UTILITY EASEMENTS AND SECTION II. RESERVE AREAS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I. AND II., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION AND SECTION IV. PRIVATE COVENANTS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE OWNER/DEVELOPER OR ANY OF ITS SUCCESSORS, GRANTEES, LESSEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE OWNER/DEVELOPER OR ITS SUCCESSORS, GRANTEES, OR ASSIGNS, ANY OTHER OWNER OF A LOT IN THE SUBDIVISION, AND THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT OR RESTRICTION, TO PREVENT VIOLATION OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE OWNER/DEVELOPER, HOMEOWNERS' ASSOCIATION, OR ANY OWNER OF A LOT, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.
- B. AMENDMENT OR TERMINATION**
- THE COVENANTS CONTAINED WITHIN SECTION I. STREETS AND UTILITY EASEMENTS, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, AMENDMENT OR TERMINATION, DURATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL 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. THE COVENANTS WITHIN SECTION III. HOMEOWNERS' ASSOCIATION OR SECTION IV. PRIVATE COVENANTS MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH TIME AS IT OWNS ANY LOT OR PARCEL IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY (1) THE OWNERS OF AT LEAST SIXTY PERCENT (60%) OF THE LOTS IN THE SUBDIVISION OR (2) BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION

PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY AT LEAST SIXTY PERCENT (60%) OF THE LOTS IN THE SUBDIVISION OR BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE OWNER/DEVELOPER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE. AN AMENDMENT OR TERMINATION SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

C. 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 SOONER TERMINATED OR AMENDED AS HEREIN PROVIDED.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR 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, RLD HOLDINGS, LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2019.

RLD HOLDINGS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
RICHARD DODSON
GENERAL MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2019, PERSONALLY APPEARED RICHARD DODSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF RLD HOLDINGS, LLC TO THE FOREGOING INSTRUMENT AS ITS GENERAL MANAGER 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 RLD HOLDINGS, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SHADOW TRAILS II", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2019.

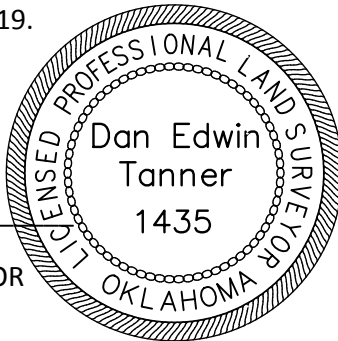
BY: _____
DAN E. TANNER,
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

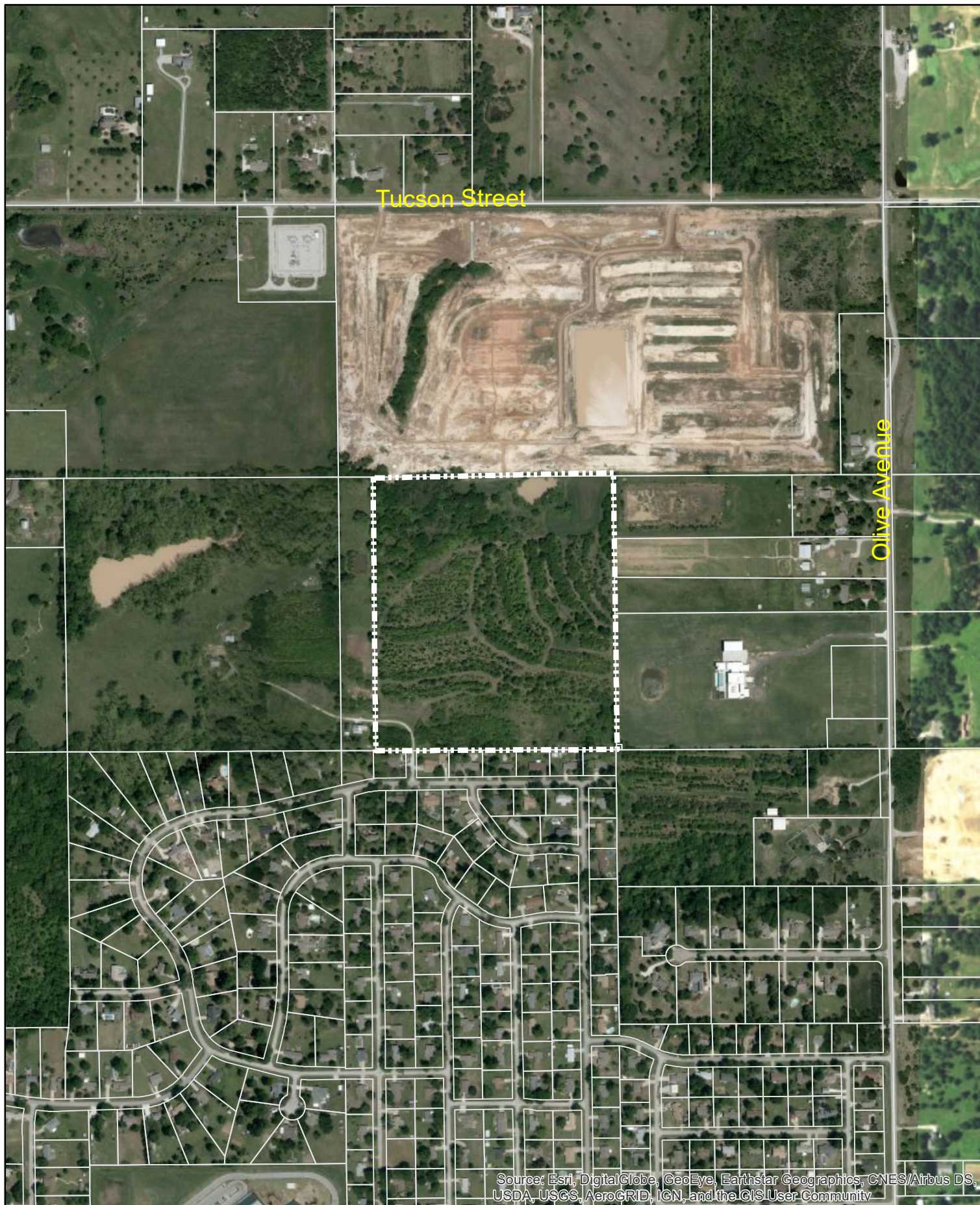
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2019, PERSONALLY APPEARED DAN E. TANNER, TO ME 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: _____ NOTARY PUBLIC





PT13-100A
Shadow Trails II

600 300 0 600 Feet





City of Broken Arrow

Request for Action

File #: 19-1524, **Version:** 1

Broken Arrow City Council
Meeting of: 01-07-2020

Title:

Approval of PT17-115A, Conditional Final Plat, Creek 51 Business Park, 97.21 acres, 8 Lots, A-1 to CG and IL/PUD-204A, one-half mile south of Houston Street (81st Street), west of Highway 51 and west of the Creek Turnpike

Background:

PT17-115A, the conditional final plat for Creek 51 Business Park, contains 97.21 acres and is proposed to be divided into 8 lots. This property, which is located one-half mile south of Houston Street, west of Highway 51, and west of the Creek Turnpike, was rezoned from A-1 to CG and IL/PUD-204 on October 19, 2010, when the City Council approved BAZ-1865 and PUD-204. BAZ-1865 and PUD-204 were approved subject to the property being platted.

According to the FEMA maps, none of this property is located in the 100-year floodplain. Water to this development will be available from Wagoner County Rural Water District 4. Public sanitary sewer service will be available from, the City of Broken Arrow.

The Technical Advisory Committee (TAC) considered this item on December 3, 2019. In their meeting of December 5, 2019, the Planning Commission voted (3-0 vote) to recommend approval of PT17-115A per Staff and TAC recommendation. No one spoke against this item.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager Office

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

Recommendation:

Approve PT17-115A, conditional final plat for Creek 51 Business Park, subject to the attached checklist.



City of Broken Arrow

Request for Action

File #: 19-1422, **Version:** 1

Broken Arrow Planning Commission
11-21-2019

To: Chairman and Commission Members
From: Development Services Department
Title:

Approval of PT17-115A, Conditional Final Plat, Creek 51 Business Park, 97.21 acres, 8 Lots, A-1 to CG and IL/PUD-204A, one-half mile south of Houston Street (81st Street), west of Highway 51 and west of the Creek Turnpike

Background:

Applicant: Tanner Consulting, LLC

Owner: Creek 51 Business Park, LLC

Developer: Creek 51 Business Park, LLC

Engineer: Tanner Consulting, LLC

Location: One-half mile south of Houston Street, west of Highway 51, and west of the Creek Turnpike

Size of Tract 97.21 acres

Number of Lots: 8 proposed

Present Zoning: A-1 to CG and IL/PUD-204A

Comp Plan: Level 6

PT17-115A, the conditional final plat for Creek 51 Business Park, contains 97.21 acres and is proposed to be divided into 8 lots. This property, which is located one-half mile south of Houston Street, west of Highway 51, and west of the Creek Turnpike, was rezoned from A-1 to CG and IL/PUD-204 on October 19, 2010, when the City Council approved BAZ-1865 and PUD-204. BAZ-1865 and PUD-204 were approved subject to the property being platted.

A portion of the property associated with BAZ-1865 and PUD-204 was platted as Oak Creek South Extended on December 31st, 2012. A major amendment to PUD-204, PUD-204A, was approved by the City Council on February 6, 2018. A preliminary plat was approved on a portion of this property by the Planning Commission on January 11, 2018. Since that time, the developer has chosen to include the entire site in the preliminary plat, a revised preliminary plat was approved by the Planning Commission on May 9, 2019.

According to the FEMA maps, none of this property is located in the 100-year floodplain. Water to this development will be available from Wagoner County Rural Water District 4. Public sanitary sewer service will be available from, the City of Broken Arrow.

File #: 19-1422, Version: 1

Attachments: Checklist
Conditional Final Plat and Covenants

Recommendation:

Staff recommends PT17-115A, conditional final plat for Creek 51 Business Park be approved, subject to the attached checklist.

Reviewed and Approved By: Larry R. Curtis

ALY

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Creek 51 Business Park Phase I

CASE NUMBER: PT17-115

RELATED CASE NUMBERS: PUD-204 and PUD-204A

COUNTY: Wagoner

SECTION/TOWNSHIP/RANGE: 17& 18/18/14

GENERAL LOCATION: ¼ to ½ mile north of Washington Street, west of Highway 51 and the Creek Turnpike.

CURRENT ZONING: CG and IL

SANITARY SEWER BASIN:

STORM WATER DRAINAGE BASIN:

ENGINEER: Tanner Consulting, LLC

ENGINEER ADDRESS: 2323 S Lewis Avenue
Tulsa, OK 74105

ENGINEER PHONE NUMBER: (918) 745-9929

DEVELOPER: FP Investors I, LLC

DEVELOPER ADDRESS: 16400 Dallas Parkway, Suite 140
Dallas, TX 75248

DEVELOPER PHONE NUMBER: (972) 858-1111

PRELIMINARY PLAT

APPLICATION MADE:

TOTAL ACREAGE:

NUMBER OF LOTS:

TAC MEETING DATE:

PLANNING COMMISSION MEETING DATE:

COMMENTS:

1. _____ Place case number (PT17-115) in lower right corner of plat.
2. _____ Add PUD-204A to the title.
3. _____ Add addresses as assigned by the City of Broken Arrow.
4. _____ Show Right-of-Way width for Highway 51.
5. _____ Reserves A & B are corner clips and should be dedicated as right-of-way per the subdivision regulations.
6. _____ Adjust the building lines and utility easements along Highway 51 to reflect the corner clips (no labeled Reserve A & B).
7. _____ Per Section III.B.2, Reserve C is to be maintained by the property owner's association. Provide a minimum 20-foot wide access to Reserve C.
8. _____ Extend the perimeter utility easements along the outer edges of Reserve C and remove the blanket utility easement for the entire Reserve Area.
9. _____ South 37th Street will need a cul-de-sac or temporary turn around to be in conformance with the Subdivision Regulations. A cul-de-sac is shown on the engineering drawings but not the preliminary plat. The radius for the cul-de-sac should be a minimum of 40-feet with a 100-foot right-of-way. Alternatively, an off-site temporary turn around easement could be provided on the west end of the street to minimize impacts to the lots.
10. _____ Either modify the 50' B/L along S. 37th Street to a 30' B/L or modify the language in PUD-204A to show a 50' B/L rather than a 30' B/L. Either is setback/build line is acceptable but the two need to be consistent.

REVISED PRELIMINARY PLAT

APPLICATION MADE: April 15, 2019

TOTAL ACREAGE: 97.21

NUMBER OF LOTS: 8

TAC MEETING DATE: May 7, 2019

PLANNING COMMISSION MEETING DATE: May 9, 2019

COMMENTS:

1. _____ Place case number (PT17-115A) in lower right corner of plat.
2. _____ Show the centerline and right-of-way for Highway 51
3. _____ Arrows showing the 37th Street U/E on lots 7 & 8 seem to be pointing at the 30-foot build line, not the U/E
4. _____ Provide all document numbers for easements dedicated by separate instrument
5. _____ Add addresses as assigned by the City of Broken Arrow
6. _____ Provide the curve data for the right of way curves in addition to the centerline curve data listed in the table
7. _____ Show a 20' Access easement from the street to the offsite detention area between lot 4 & 5
8. _____ Show the offsite detention easement book and page numbers
9. _____ Show the curve numbers on the plan view listed in the curve table

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT: Creek 51 Business Park

APPLICATION MADE: October 17, 2019

TOTAL ACREAGE: 97.21

NUMBER OF LOTS: 8

TAC MEETING DATE: November 19, 2019

PLANNING COMMISSION MEETING DATE: November 21, 2019

CITY COUNCIL MEETING DATE: December 17, 2019

COMMENTS:

10. _____ Provide ordinance numbers for closed right-of-way.
11. _____ Note on the face of the plat that all structures require a back-flow preventer.
12. _____ Review easements for the following utilities:
 - a. Sanitary Sewer Easement south of the property line to connection near Washington Street.
 - b. Water Line Easement south of the property line to connection near Washington Street.
 - c. Expand Overland Drainage Easement in the SE corner to include the entire area for 100 year storm water storage per the NET status Drainage Report and Detention Grading & Erosion Control, Dwg #SD08, including inlet off of Lot 5 and .
13. _____ Rename the current emergency "A/E" west of cul-de-sac to "EAE" per the legend and Article G of the DOD.
14. _____ Add dimensions and angles to the west side of the "EAE" to define borders. Verify all dimensions comply with fire code requirements for turn radius and access requirements.
15. _____ Replace the detention determination number currently shown in Note 6 with #DD-042619-11.

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

_____ NATURAL GAS COMPANY APPROVAL

_____ ELECTRIC COMPANY APPROVAL

_____ TELEPHONE COMPANY APPROVAL

_____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

_____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
OKLAHOMA CORPORATION COMMISSION, 405-521-2271

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

_____ STORMWATER PLANS, ACCEPTED ON:

____ PAVING PLANS, ACCEPTED ON:
____ WATER PLANS, ACCEPTED ON:
____ SANITARY SEWER PLANS, ACCEPTED ON:
____ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
____ WATER PLANS SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER
AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____

PLANNING DEPARTMENT APPROVAL

____ ADDRESSES REVIEWED AND APPROVED
____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
____ PLANNING DEPARTMENT REVIEW COMPLETE ON:
____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:
____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

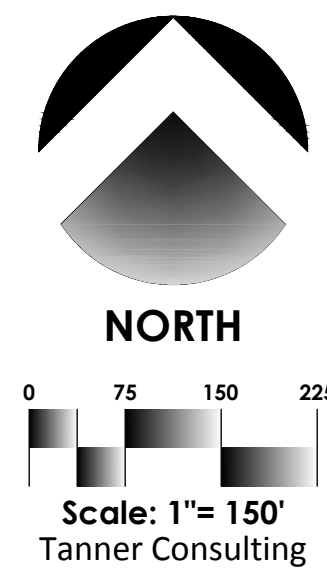
FEES

____ FINAL PLAT PROCESSING FEE (\$150 + (\$5 X ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X ____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC. (\$150 X ____ SIGNS)	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X ____ SF IMPERVIOUS AREA)	\$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
____ FINAL PLAT PICKED UP FOR RECORDATION ON: _____
____ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

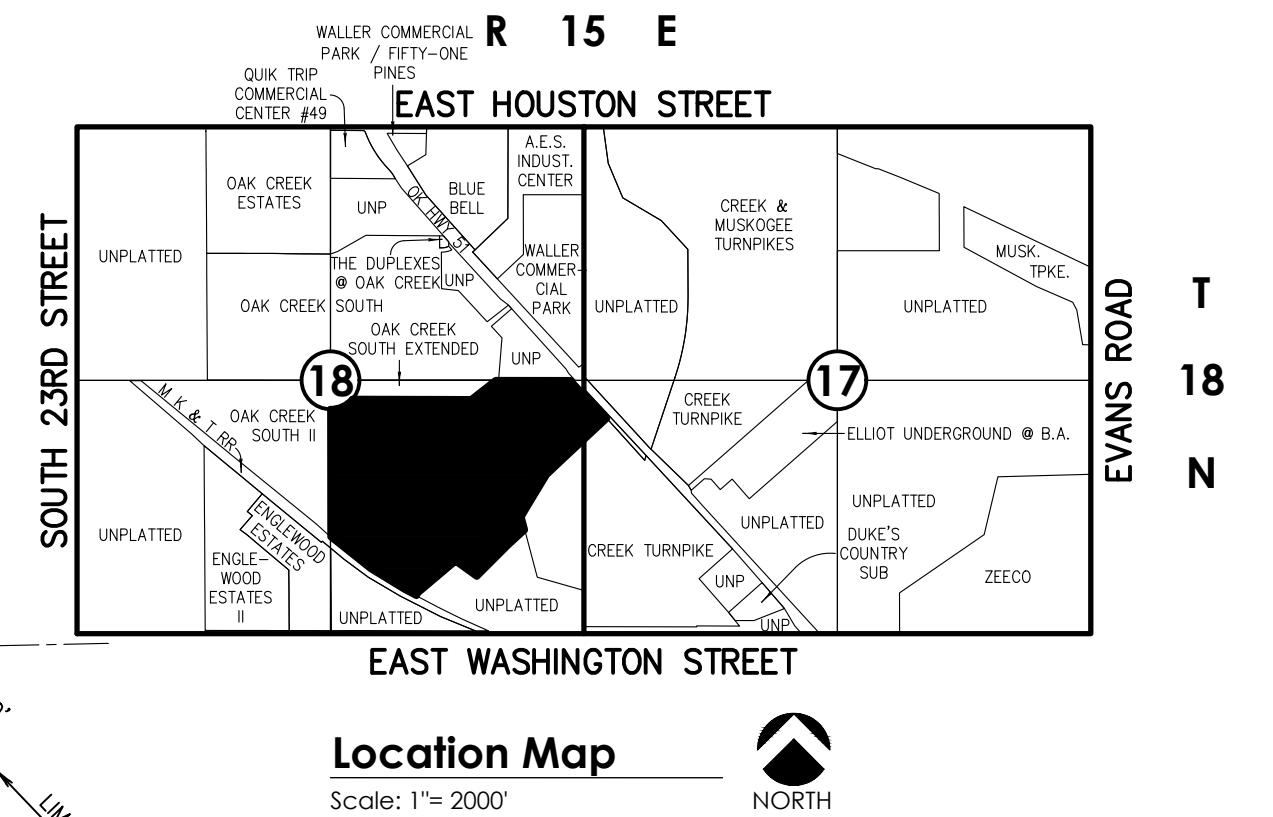


Conditional Final Plat

CREEK 51 BUSINESS PARK

PUD 204A

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17),
ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA
8600 E. Highway 51



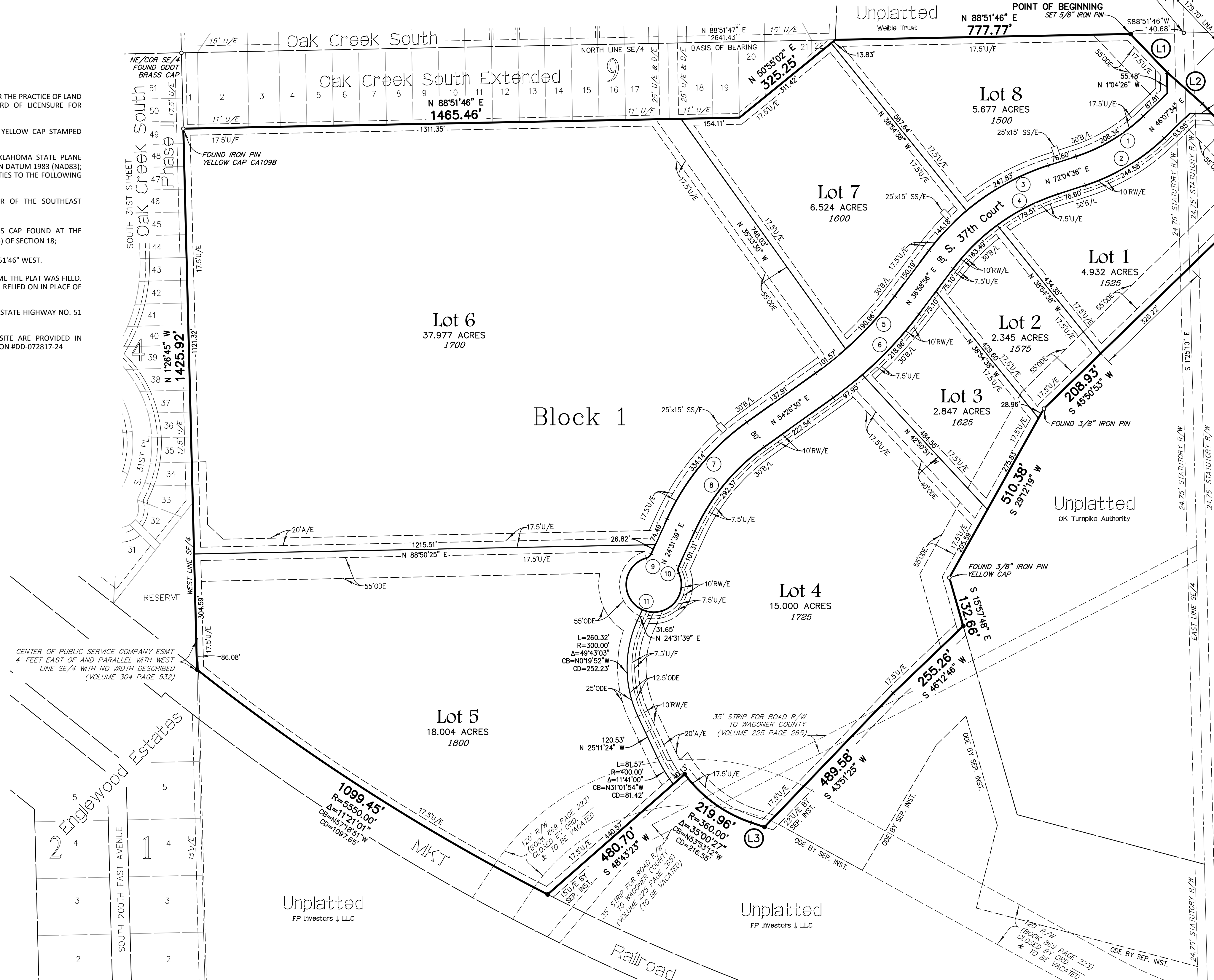
Notes:

- 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- 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) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
(2) OKLAHOMA DEPARTMENT OF TRANSPORTATION BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°51'46" WEST.
- 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY VIRTUE OF STATE HIGHWAY NO. 51 RIGHT-OF-WAY AS PRESENTLY LOCATED.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION HDD-072817-24

OWNER:
Creek 51 Business Park, LLC
A TEXAS LIMITED LIABILITY COMPANY
CONTACT: REX ROBERTSON
Email: rex@forddevelopment.net
16400 Dallas Parkway, Suite 140
Dallas, Texas 75248-1389
Phone: (972) 858-1111

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

DATE OF PREPARATION: October 25, 2019



SUBDIVISION CONTAINS:

EIGHT (8) LOTS
IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 97.208 ACRES
NET SUBDIVISION AREA: 93.306 ACRES

LEGEND

A/E	ACCESS EASEMENT
B/L	BUILDING LINE
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	DELTA ANGLE
D/E	DRAINAGE EASEMENT
EAE	EMERGENCY ACCESS EASEMENT
ESMT	EASEMENT
SEP INST	SEPARATE INSTRUMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
ORD.	ORDINANCE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R	RADIUS
RW/E	RESTRICTIVE WATER EASEMENT
R/W	RIGHT-OF-WAY
SS/E	STORM SEWER EASEMENT
U/E	UTILITY EASEMENT
1/2 1/4	ADDRESS ASSIGNED
●	SET MONUMENT
○	FOUND MONUMENT

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(BRG) (CB)	CHORD(DI) (CD)
1	208.34'	460.00'	25°57'02"	N59°06'05"E	206.57'
2	244.58'	540.00'	25°57'02"	N59°06'05"E	242.49'
3	392.01'	640.00'	35°05'39"	N54°31'46"E	385.91'
4	343.01'	560.00'	35°05'39"	N54°31'46"E	337.67'
5	292.53'	960.00'	17°27'33"	N45°42'43"E	291.40'
6	316.91'	1040.00'	17°27'33"	N45°42'43"E	315.69'
7	334.14'	640.00'	29°54'50"	N39°29'05"E	330.36'
8	292.37'	560.00'	29°54'50"	N39°29'05"E	289.06'
9	17.33'	20.00'	49°38'53"	N49°21'06"E	16.79'
10	17.33'	20.00'	49°38'53"	N07°17'47"W	16.79'
11	354.23'	72.67'	279°17'47"	N65°28'21"W	94.10'

Line Table

LINE	LENGTH	BEARING
L1	138.88'	S 43°41'37" E
L2	125.40'	S 48°16'03" E
L3	37.10'	N 71°23'26" W

TREASURER CERTIFICATION

I, _____ hereby certify that the _____ and back taxes
have been paid on the above described property according to the _____
tax rolls

By _____
Wagoner County Treasurer / Deputy

Dated _____ 20____

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.

Mayor _____

Attest: City Clerk _____

Creek 51 Business Park
CASE NO. PT17-115A
SHEET 1 OF 3

Conditional Final Plat

CREEK 51 BUSINESS PARK

PUD 204A

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17),
ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT CREEK 51 BUSINESS PARK, LLC, A TEXAS LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE SE/4 OF SECTION 18; THENCE S 88°51'46" W AND ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 140.68 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY 51 AS IS IT CURRENTLY LOCATED FOR THE FOLLOWING 3 COURSES: S 43°41'37" E FOR A DISTANCE OF 138.88 FEET; THENCE S 48°16'03" E FOR A DISTANCE OF 125.40 FEET; THENCE S 43°41'38" E FOR A DISTANCE OF 285.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE OKLAHOMA TURNPIKE AUTHORITY, CREEK TURNPIKE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING 4 COURSES: S 45°12'22" W FOR A DISTANCE OF 648.11 FEET; THENCE S 45°50'53" W FOR A DISTANCE OF 208.93 FEET; THENCE S 29°12'19" W FOR A DISTANCE OF 510.38 FEET; THENCE S 15°57'48" E FOR A DISTANCE OF 132.66 FEET; THENCE S 46°12'46" W FOR A DISTANCE OF 255.26 FEET; THENCE S 43°51'25" W FOR A DISTANCE OF 489.58 FEET; THENCE N 71°23'26" W FOR A DISTANCE OF 37.10 FEET; THENCE ALONG A 360.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°00'27" A CHORD BEARING AND DISTANCE OF N 53°53'12" W FOR 255.55 FEET; THENCE S 48°16'03" E FOR A DISTANCE OF 219.96 FEET; THENCE S 48°43'23" W FOR A DISTANCE OF 480.70 FEET TO A POINT ON THE M.K. & T. RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG A 5550.00 RADIUS NON-TANGENTIAL CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 62°59'22" W A CENTRAL ANGLE OF 11°21'01" A CHORD BEARING AND DISTANCE OF N 57°18'51" W FOR 1097.65 FEET FOR AN ARC DISTANCE OF 1099.45 FEET; THENCE N 01°20'45" W FOR A DISTANCE OF 1425.92 FEET TO A POINT BEING THE SW CORNER OF OAK CREEK SOUTH EXTENDED, A SUBDIVISION IN BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, RECORDED IN BOOK 2059, PAGE 671; THENCE ALONG SAID SOUTH SUBDIVISION LINE FOR THE FOLLOWING 2 COURSES: N 88°51'46" E FOR A DISTANCE OF 1465.46 FEET; THENCE N 50°55'02" E FOR A DISTANCE OF 325.25 FEET; THENCE N 88°51'46" E FOR A DISTANCE OF 777.77 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,234,399 SQUARE FEET OR 97.208 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) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18;
- (2) OKLAHOMA DEPARTMENT OF TRANSPORTATION BRASS CAP FOUND AT THE NORTHWEST CORNER OF SOUTHEAST QUARTER (SE/4) OF SECTION 18;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°51'46" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO EIGHT (8) LOTS IN ONE (1) BLOCK AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "CREEK 51 BUSINESS PARK", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "CREEK 51 BUSINESS PARK"), THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE.

1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWERS, STORM SEWERS, AND STORM WATER DRAINAGE FACILITIES LOCATED THE LOT.

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

3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWERS AND APPURTENANCES, AND WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT #4, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THEIR UNDERGROUND WATER, SANITARY SEWER, AND STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. UNDERGROUND SERVICE.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS 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.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY 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.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE 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.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S 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 SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW OR THE SUPPLIER OF UTILITY SERVICES IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. SANITARY SEWER EASEMENTS.

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SANITARY SEWER EASEMENT" OR "SSE" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, MANHOLES, LAMPPOLES AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

F. OVERLAND DRAINAGE EASEMENTS.

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT CONTAINING SUCH EASEMENTS, UNTIL AND UNLESS SUCH MAINTENANCE RESPONSIBILITY IS ASSUMED BY THE PROPERTY OWNERS' ASSOCIATION, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR PROPERTY OWNERS' ASSOCIATION, AS THE CASE MAY BE, FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE UNAPPROVED ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OWNER OR THE ASSOCIATION, AS THE CASE MAY BE. IN THE EVENT THE RESPONSIBLE PARTY FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE AFFECTED LOT OR LOTS OR ALL OF THE LOTS IN THE SUBDIVISION, AS THE CASE MAY BE. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION F. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

G. EMERGENCY ACCESS EASEMENT.

THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA, A PERPETUAL AND NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "EMERGENCY ACCESS EASEMENT" OR "EAE" FOR THE PURPOSE OF PROVIDING EMERGENCY ACCESS TO THE SUBDIVISION BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ITS AUTHORIZED REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, EMERGENCY MEDICAL, AND AMBULANCE SERVICE. THE OWNER, FOR ITSELF AND IT SUCCESSORS AND ASSIGNS, COVENANTS THAT, WITH THE EXCEPTION OF A GATE OR OTHER BARRIER ABLE TO BE OPENED BY EMERGENCY RESPONDERS AND OF A DESIGN APPROVED BY THE CITY, NO BUILDING, STRUCTURE, FENCE, WALL, OR OTHER ABOVE GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT AND NO LANDSCAPING, EXCEPT FOR TURF, MAY BE PLACED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT; AND FURTHER COVENANTS THAT IT WILL PROVIDE AND MAINTAIN, OVER THE FULL LENGTH OF THE EASEMENT AREA, SURFACING OF ALL-WEATHER MATERIAL, A MINIMUM WIDTH SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES; WILL CONSTRUCT CITY-APPROVED CURB TRANSITIONS AT INTERSECTIONS WITH CURBED STREETS FOR ACCESSIBILITY OF EMERGENCY VEHICLES; AND THE PROPERTY OWNERS' ASSOCIATION WILL MAINTAIN THE EASEMENT AREA IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN, AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY PERSONS IN PRIVACY WITH THEM, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS AFTER A RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

H. RESTRICTED WATERLINE EASEMENT.

THE OWNER DOES HEREBY DEDICATE TO WAGONER COUNTY RURAL WATER DISTRICT #4 A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE AREA DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE EASEMENT" OR "RW/E" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATERLINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO, TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT FOR THE USES AND PURPOSES AFORESAID. SUPPLIERS OF SANITARY SEWER, STORM SEWER, COMMUNICATION, GAS, AND ELECTRIC SERVICES SHALL HAVE LICENSE TO CONSTRUCT UNDERGROUND CABLES OR LINES THROUGH THE RESTRICTED WATERLINE EASEMENT, AT ANGLES GENERALLY PERPENDICULAR TO THE STREET RIGHT-OF-WAY OF SOUTH 37TH COURT AS DEDICATED BY THE ACCOMPANYING PLAT, AT LOCATIONS AS AGREED UPON BY WAGONER COUNTY RURAL WATER DISTRICT #4 AND THE SERVICE PROVIDER. UPON INSTALLATION OF SUCH UNDERGROUND CABLE OR LINE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE EASEMENT ON THE RESERVE AREA. FOR SANITARY SEWER OR STORM SEWER LINES, THE EASEMENT SHALL COVER A STRIP OF SUFFICIENT WIDTH TO ALLOW REASONABLE SERVICE OF SUCH LINES. FOR ALL OTHER CABLES OR LINES, THE EASEMENT SHALL COVER A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE CABLE OR LINE. NOTHING HEREIN SHALL BE DEEMED NECESSARY FOR THE USES DESCRIBED HEREIN, AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY PERSONS IN PRIVACY WITH THEM, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS AFTER A RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. ACCESS EASEMENT.

THE OWNER DOES HEREBY ESTABLISH AND GRANT TO THE CITY OF BROKEN ARROW, OKLAHOMA, A PERPETUAL AND NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "ACCESS EASEMENT" OR "AE" FOR THE PURPOSE OF PROVIDING ACCESS, BETWEEN THE SUBDIVISION AND THE STORMWATER DETENTION FACILITIES CONSTRUCTED OR TO BE CONSTRUCTED WITHIN THAT CERTAIN TRACT OF LAND LYING ADJACENT TO AND EAST OF THE SUBDIVISION AND DEDICATED AS A STORMWATER DETENTION EASEMENT TO THE CITY OF BROKEN ARROW, OKLAHOMA, TO THE PROPERTY OWNERS' ASSOCIATION, OR ITS DESIGNATED AGENTS OR CONTRACTORS, WITH ITS EQUIPMENT, FOR ROUTINE MAINTENANCE OF SAID DETENTION FACILITIES AND THE ACCESS EASEMENT, AND TO THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED AGENTS OR CONTRACTORS, FOR ROUTINE INSPECTION OF THE STORMWATER DETENTION FACILITIES CONSTRUCTED THEREIN, AND TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR EMERGENCY ACCESS BETWEEN THE SUBDIVISION AND SAID DETENTION FACILITIES. THE OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, COVENANTS THAT, WITH THE EXCEPTION OF A GATE OR OTHER BARRIER ABLE TO BE OPENED BY EMERGENCY RESPONDERS AND OF A DESIGN APPROVED BY THE CITY, NO BUILDING, STRUCTURE, FENCE, WALL, OR OTHER ABOVE GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED WITHIN THE ACCESS EASEMENT AND NO LANDSCAPING, EXCEPT FOR TURF, MAY BE PLACED, INSTALLED, OR PERMITTED WITHIN THE EASEMENT; AND FURTHER COVENANTS THAT IT WILL PROVIDE AND MAINTAIN, OVER THE FULL LENGTH OF THE EASEMENT AREA, SURFACING OF ALL-WEATHER MATERIAL, A MINIMUM WIDTH SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES; WILL CONSTRUCT CITY-APPROVED CURB TRANSITIONS AT INTERSECTIONS WITH CURBED STREETS FOR ACCESSIBILITY OF EMERGENCY VEHICLES; AND THE PROPERTY OWNERS' ASSOCIATION WILL MAINTAIN THE EASEMENT AREA IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN, AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY PERSONS IN PRIVACY WITH THEM, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS AFTER A RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING CREEK 51 BUSINESS PARK WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 204) AS PROVIDED WITHIN THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON OCTOBER 19, 2010; AND

WHEREAS, PUD NO. 204 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON OCTOBER 19, 2010; AND

WHEREAS, A MAJOR AMENDMENT TO PUD NO. 204, PUD NO. 204A, COMPRISING 11.877 ACRES OF PUD NO. 204 AND CORRESPONDING TO LOTS 1 AND 8 OF BLOCK 1 OF CREEK 51 BUSINESS PARK, WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON JANUARY 11, 2018 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON FEBRUARY 06, 2018; 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 ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. 204/A 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.

A. GENERAL.

6. DEVELOPMENT IN ACCORDANCE WITH PUD.

CREEK 51 BUSINESS PARK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE CG AND IL DISTRICTS OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD NO. 204/A, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 204/A AS MAY BE SUBSEQUENTLY APPROVED.

7. APPLICABLE ORDINANCE.

THE DEVELOPMENT OF CREEK 51 BUSINESS PARK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 06, 2018 (LOTS 1 AND 8, BLOCK 1; PUD NO. 204A) AND OCTOBER 19, 2010 (LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1; PUD NO. 204).

B. DEVELOPMENT STANDARDS FOR LOTS 1 AND 8, BLOCK 1 (PUD NO. 204A).

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE CG AND IL ZONING DISTRICTS; PROVIDED, HOWEVER, THE FOLLOWING USES SHALL BE EXCLUDED: ALL USES INCLUDING OPEN AIR STORAGE AND ALL SEXUALLY ORIENTED BUSINESSES.

MAXIMUM FLOOR AREA RATIO:

N/A

MAXIMUM BUILDING HEIGHT:

50 FT OR 4 STORIES

MINIMUM PUBLIC OR PRIVATE STREET FRONTAGE:

100 FT *

MINIMUM BUILDING SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY: 50 FT
FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 30 FT
ABUTTING R ZONING: 50 FT
FROM ALL OTHER LOT BOUNDARIES: 0 FT**

MAXIMUM LANDSCAPING:

10% OF LOT AREA

MINIMUM PARKING RATIO:

AS PER BROKEN ARROW ZONING ORDINANCE

MAXIMUM PARKING RESTRICTION:

N/A

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN IL DISTRICT

- * ANY INTERIOR LOT HAVING NO FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BROKEN ARROW DURING PLATTING REVIEW
- ** NO BUILDING SHALL BE CONSTRUCTED OVER A UTILITY EASEMENT

PARKING, LOADING, AND SCREENING REQUIREMENTS:

ALL DEVELOPMENT WITHIN THE PUD SHALL MEET MINIMUM REQUIREMENTS FOR PARKING AND LOADING, EXCEPT THAT MAXIMUM PARKING RESTRICTIONS SHALL NOT BE APPLICABLE WITHIN THIS PUD.

TO PROVIDE ADDITIONAL BUFFERING, THE SUBDIVISION WILL BE SCREENED FROM ABUTTING RESIDENTIAL USES BY SCREENING FENCES AND LANDSCAPING AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE, AND WILL BE FURTHER BUFFERED BY 50-FOOT BUILDING SETBACKS. LANDSCAPED EDGES WILL BE PROVIDED ALONG S.H. 51, THE CREEK TURNPIKE RIGHT-OF-WAY, AND THE PROPOSED COLLECTOR STREET, AND WILL CONSIST OF SHRUBS, BERMS, AND/OR MASONRY WALLS IN CONFORMANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

EXTERIOR BUILDING MATERIALS:

THE STREET-FACING SIDES OF ALL BUILDINGS AT LEAST PARTIALLY LOCATED WITHIN 125' OF THE RIGHT-OF-WAY OF A PUBLIC STREET SHALL MEET THE BUILDING FAÇADE REQUIREMENTS OF SECTION 5.8.6.1 OF THE BROKEN ARROW ZONING ORDINANCE.

SIGNS:

EACH LOT HAVING FRONTAGE ON S.H. 51 SHALL BE PERMITTED GROUND AND WALL SIGNAGE AS PROVIDED IN THE BROKEN ARROW ZONING ORDINANCE. IN ADDITION, ONE (1) FREESTANDING "INTEGRATED DEVELOPMENT IDENTIFICATION" SIGN, NOT TO EXCEED 35 FEET IN HEIGHT OR 300 SQUARE FEET IN DISPLAY SURFACE AREA, SHALL BE PERMITTED BY RIGHT AT THE INTERSECTION WITH S.H. 51, WHICH WILL CONTAIN SIGNAGE SERVING USES ANYWHERE WITHIN THE SUBDIVISION OR WITHIN THE FUTURE PHASES OF THE CREEK 51 BUSINESS PARK DEVELOPMENT. DIRECTIONAL SIGNAGE, APPROPRIATE IN NUMBER AND SCALE, SHALL BE PERMITTED WITHIN THE SUBDIVISION. ALL SIGNAGE SHALL OTHERWISE COMPLY WITH THE RESTRICTIONS OF THE CURRENT BROKEN ARROW ZONING ORDINANCE. IN ADDITION, NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON THE PROPERTY. FREESTANDING SIGNS MAY BE PERMITTED WITHIN A UTILITY EASEMENT ONLY IF APPROVAL IS GRANTED BY ALL UTILITY COMPANIES. ALL FREESTANDING SIGNS SHALL HAVE A MONUMENT TYPE BASE THAT COVERS SUPPORT STRUCTURES. EXCEPT FOR THE INTEGRATED DEVELOPMENT IDENTIFICATION SIGN, THE BASE OF GROUND SIGNS SHALL MATCH THE MATERIALS OR OTHERWISE BE ARCHITECTURALLY COMPATIBLE WITH THE PRINCIPAL BUILDING ON THE LOT.

C. DEVELOPMENT STANDARDS FOR LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1 (PUD NO. 204).

PERMITTED USES:

AS PERMITTED BY RIGHT WITHIN AN IL DISTRICT.

MAXIMUM FLOOR AREA:

GVERNED BY BROKEN ARROW ZONING ORDINANCE, PARKING AND OPEN SPACE REQUIREMENTS.

MINIMUM BUILDING COVERAGE:

GVERNED BY BROKEN ARROW ZONING ORDINANCE, PARKING AND OPEN SPACE REQUIREMENTS.

MAXIMUM BUILDING HEIGHT:

75 FEET (LIMITED TO 50 FEET ON LOTS THAT ABUT "OAK CREEK SOUTH EXTENDED").

MINIMUM STREET FRONTAGE:

NO LIMITATION.

MINIMUM LOT SIZE:

1 ACRE

MINIMUM BUILDING SETBACKS:

FROM STREET OR HIGHWAY RIGHT-OF-WAY WITH PARKING IN FRONT OF BUILDING: 50 FEET
ADJACENT TO STREET RIGHT-OF-WAY WHERE A 25-FOOT LANDSCAPE EDGE PROVIDED ALONG FRONTAGE
ADJACENT TO STREET: 25 FEET
FROM REMAINING PERIMETER BOUNDARY OF THE PUD: 0 FEET, PROVIDED BUILDING CODE REQUIREMENTS ARE MET.

PARKING:

AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE. DURING SITE PLAN REVIEW, PARKING MAY BE REDUCED WHERE THERE IS JOINT LAND USAGE AND A REDUCTION IN PARKING DEMAND CAN BE DEMONSTRATED.

OPEN SPACE:

OPEN SPACE WILL BE PROVIDED AT CREEK 51 BUSINESS PARK IN ACCORDANCE THE BROKEN ARROW ZONING ORDINANCE OF 2010 AND WILL BE SHOWN AND DOCUMENTED AT THE TIME OF SITE PLAN REVIEW ON AN INDIVIDUAL BASIS. OPEN SPACE WILL BE ALLOCATED AT THE REQUIRED RATIO AND WILL FALL INTO THE CATEGORIES OF PARKS, WOODED SLOPES, LANDSCAPED ENTRIES, SIDEWALK EASEMENTS AND GREEN BELTS ASSOCIATED WITH THE NECESSARY PEDESTRIAN CIRCULATION.

Conditional Final Plat
CREEK 51 BUSINESS PARK
PUD 204A

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), AND
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17),
ALL LYING WITHIN TOWNSHIP EIGHTEEN (18) NORTH, RANGE (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION II. PLANNED UNIT DEVELOPMENT (CONTINUED)

MINIMUM LANDSCAPED AREA:

SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE. LANDSCAPE EDGE SHALL BE PROVIDED ALONG ALL STREET FRONTAGES. EACH LOT SHALL HAVE AT LEAST 10% OPEN SPACE.

LANDSCAPING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE IN THE SITE PLANNING PROCESS.

IT IS IMPORTANT TO NOTE THAT ALL LANDSCAPING, SCREENING, FENCING AND WALLS WILL BE DETAILED AT THE TIME OF FINAL SITE PLAN SUBMITTAL. ALL LANDSCAPING, SCREENING, FENCING AND WALLS WILL BE DESIGNED BASED ON PREDETERMINED GUIDELINES AS SET OUT IN THE COVENANTS AND MONITORED BY THE ARCHITECTURAL REVIEW COMMITTEE FOR THE PROJECT.

IT IS AGREED THAT ALL HARDSCAPE MATERIALS, AS WELL AS LANDSCAPE MATERIALS, WILL FOLLOW A COMPATIBLE DESIGN THROUGHOUT THE PUD. THIS CONCEPT FOR LANDSCAPE AND HARDSCAPE WILL PROVIDE FOR CONTINUITY AND WILL ESTABLISH AN IDENTITY FOR THE ENTIRE PROJECT. ALL MAJOR ENTRIES INTO THE DEVELOPMENT AREAS WILL BE LANDSCAPED AND HAVE SIGNAGE, LIGHTING AND IRRIGATION.

A MINIMUM OF 10% OF THE NET LAND AREA OF THE PUD LOTS WILL BE LANDSCAPED OPEN SPACE. INTERNAL LANDSCAPED OPEN SPACE INCLUDES STREET FRONTAGE LANDSCAPED YARDS (STREET RIGHT-OF-WAY EXCLUDED), PLAZAS, GREEN BELT AREAS AND PEDESTRIAN AREAS, BUT DOES NOT INCLUDE ANY PARKING, BUILDING OR DRIVEWAY AREAS.

AS PER SECTION 5.2 OF THE BROKEN ARROW ZONING ORDINANCE, PRIOR TO OR WITHIN 120 DAYS OF THE ISSUANCE OF AN OCCUPANCY PERMIT FOR A BUILDING, ALL LANDSCAPE MATERIAL WILL BE INSTALLED IN ACCORDANCE WITH AN APPROVED LANDSCAPE PLAN BASED ON LANDSCAPE AND VEGETATION ON THE SECTION 5.2.B.4.A. APPROVED TREE LIST.

EXTERIOR BUILDING MATERIAL:

SHALL MEET THE COMMERCIAL REQUIREMENTS OF SECTION 5.8.G.1 OF THE BROKEN ARROW ZONING ORDINANCE.

OTHER BULK AND AREA REQUIREMENTS:

AS PROVIDED WITHIN A IL DISTRICT.

SIGNAGE:

SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE SECTION 5.7.B.3 (INTEGRATED DEVELOPMENT IDENTIFICATION). SEPARATE APPLICATION FOR SPECIFIC USE PERMIT NOT REQUIRED.

EXTERIOR LIGHTING:

SHALL MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE.

OUTDOOR STORAGE:

ON LOTS ADJACENT TO THE CREEK TURNPIKE, ALL OUTDOOR STORAGE SHALL BE SCREENED FROM HIGHWAY WITH A SOLID SCREENING FENCE AT LEAST 6 FEET IN HEIGHT.

ADDITIONAL REQUIREMENTS:

SEE AGREEMENT WITH ADJACENT HOMEOWNERS

D. AGREEMENT WITH ADJACENT HOMEOWNERS FOR LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1:

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF A BUILDING ON ANY LOT IN THE PROPOSED BUSINESS PARK (OTHER THAN LOTS 1 AND 8, BLOCK 1, WHICH FRONT ON STATE HIGHWAY 51), THE OWNER, AT ITS EXPENSE, WILL CONSTRUCT AN 8-FOOT SOLID SCREENING FENCE ALONG THE COMMON BOUNDARY OF "OAK CREEK SOUTH EXTENDED". THE OWNER INTENDS TO BUILD A VINYL FENCE WITH SOME TYPE OF MASONRY COLUMNS ON THE "OAK CREEK SOUTH EXTENDED" PROPERTY CORNERS. THE COLOR OF THE FENCE WILL BE BASED ON A MAJORITY VOTE OF THE "OAK CREEK SOUTH EXTENDED" PROPERTY OWNERS. THE OWNER AND/OR ANY PROPERTY OWNERS' ASSOCIATION FORMED BY THE OWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCE; HOWEVER, ANY DAMAGE CAUSED TO THE FENCE BY ONE OF THE "OAK CREEK SOUTH EXTENDED" PROPERTY OWNERS WILL BE REPAIRED BY SAID RESIDENTIAL PROPERTY OWNER AT ITS EXPENSE.

WITH RESPECT TO "OAK CREEK SOUTH EXTENDED" AND THE ADJACENT HOMEOWNERS, THIS PUD WILL INCLUDE THE FOLLOWING DEED RESTRICTIONS:

- THE CONCEPTUAL DEVELOPMENT PLAN REFLECTS A 100-FOOT LANDSCAPE BUFFER ZONE FOR THE PROPOSED LIGHT INDUSTRIAL LOTS WHICH ABUT "OAK CREEK SOUTH EXTENDED". THIS 100-FOOT ZONE MAY ONLY BE USED AS A LANDSCAPE BUFFER OR OPEN SPACE. NO BUILDINGS MAY BE CONSTRUCTED IN THIS ZONE AND NO PAVING, STORAGE OR PARKING MAY OCCUR THEREIN.
- NO BUILDINGS ON ANY LOTS WHICH ABUT "OAK CREEK SOUTH EXTENDED" MAY BE HIGHER THAN 50 FEET.
- FOR THE LOTS WHICH ABUT "OAK CREEK SOUTH EXTENDED", THE MINIMUM REAR BUILDING SET-BACK WILL BE 130 FEET WHICH IS THE 100-FOOT BUFFER ZONE PLUS AN ADDITIONAL 30 FEET.
- WITHIN THE LANDSCAPE BUFFER ZONE, A MINIMUM OF ONE MEDIUM TO LARGE TREE AND 10 SHRUBS WILL BE PLANTED FOR EACH 30 LINEAR FEET THAT ABUT "OAK CREEK SOUTH EXTENDED". HOWEVER, IN LIEU OF THE 10 SHRUBS, ONE ADDITIONAL MEDIUM TO LARGE TREE MAY BE PLANTED (A TOTAL OF 2 MEDIUM TO LARGE TREES FOR EACH 30 LINEAR FEET).
- ACCESS AND CIRCULATION.

AS A PART OF THIS PUD, AND BY EXTENSION IN FUTURE PHASES, THE SOUTH 37TH STREET (S. 209TH E. AVE.) SECTION/LINE ROAD IS PROPOSED AS A COLLECTOR STREET CONNECTING STATE HIGHWAY 51 TO EAST WASHINGTON STREET (91ST ST. S.) UNDER THE CREEK TURNPIKE BRIDGE. THE INITIAL COLLECTOR STREET WILL EXTEND (AT LEAST) 752' AND WILL GIVE ACCESS TO ALL LOTS WITHIN PHASE 1, AS INDICATED ON "CONCEPTUAL SITE PLAN" EXHIBIT B OF THE PUD. THE COLLECTOR STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS AND ENGINEERING DESIGN CRITERIA MANUAL, INCLUDING A TEMPORARY TURNAROUND UNTIL THE STREET IS EXTENDED. FINAL PLANS FOR ACCESS WILL BE DETERMINED UPON APPROVAL OF THE PUD SUBDIVISION PLAT.

SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREETS BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FIVE (5) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY OF BROKEN ARROW. ANY SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

LIMITS OF NO ACCESS (LNA) WILL BE IMPOSED BY THE FUTURE PLAT(S) ALONG THE S.H. 51 FRONTAGE.

F. PLATTING AND SITE PLAN REQUIREMENTS.

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BROKEN ARROW SHALL BE A BENEFICIARY THEREOF. UPON PLATTING, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AS BEING IN COMPLIANCE WITH THE PUD AND ALL OTHER APPLICABLE BUILDING AND DEVELOPMENT CODES.

G. ARCHITECTURAL REVIEW COMMITTEE.

AN ARCHITECTURAL REVIEW COMMITTEE (THE "ARC") WILL BE FORMED BY THE PROPERTY OWNERS' ASSOCIATION. THIS COMMITTEE WILL CONSIST OF MEMBERS APPOINTED BY THE PROPERTY OWNERS ASSOCIATED WITH THIS PUD AT THE TIME OF ITS APPROVAL. ADDITIONAL MEMBERS MAY BE APPOINTED FROM THIS COMMITTEE AT THEIR DISCRETION. THE COMMITTEE WILL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF ALL SITE, LANDSCAPE, DRAINAGE AND ARCHITECTURAL PLANS (AS WELL AS THE APPROVAL OF ARCHITECTURAL BUILDING MATERIALS) BEFORE SAID PLANS ARE SUBMITTED TO THE CITY OF BROKEN ARROW FOR APPROVAL. THE ARC WILL SEE THAT THE PROJECT IS DEVELOPED AS ORIGINALLY INTENDED.

THE BUILDING ELEVATIONS FOR OFFICES AND BUSINESSES WILL BE DESIGNED TO EXPRESS INDIVIDUALITY WITHIN A DEVELOPMENT AREA WHILE SIMULTANEOUSLY MAINTAINING THE OVERALL CHARACTER OF THE COMMUNITY. CAREFUL ATTENTION TO ALL ASPECTS OF THE BUILDING DESIGNS WILL BE GIVEN TO CREATE THE INDIVIDUALITY DESIRED. SOME OF THE BUILDING ELEMENTS TO BE STUDIED WILL INCLUDE ROOFS, WALLS, OPENINGS, FOUNDATIONS, CHIMNEY MATERIALS, PLAZAS AND DECKS. EVEN THOUGH BUILDING APPEARANCES WILL VARY THROUGHOUT THE DEVELOPMENT, CONTINUITY WILL BE PROVIDED THROUGH THE UTILIZATION OF ADDITIONAL ARCHITECTURAL AND NON-ARCHITECTURAL ELEMENTS SUCH AS LIGHTING, SIGNAGE, PAVING, HARDSCAPE AND LANDSCAPE PLANT MATERIAL.

H. PROPERTY OWNERS' ASSOCIATION.

THE PROPERTY OWNERS' ASSOCIATION ("POA") WILL BE ESTABLISHED TO GOVERN THE DEVELOPMENT OF CREEK 51 BUSINESS PARK. THIS ASSOCIATION WILL HAVE AS ITS MAIN OBJECTIVE THE RESPONSIBILITY OF GOVERNING THE ARCHITECTURAL CONTROLS OF ALL BUILDINGS, OPEN SPACE, LANDSCAPED AREAS, PARKING, SIGNAGE AND LIGHTING.

PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION AT CREEK 51 BUSINESS PARK, THE ASSOCIATION DOCUMENTS OF THE POA SHALL BE FILED AND SAID DOCUMENTS SHALL SET FORTH ALL OBLIGATIONS AND REQUIREMENTS OF THE ASSOCIATION MEMBERS.

I. TRANSLOCATION OF DENSITIES, FLOOR AREAS AND LAND USE AREAS.

SUBJECT TO THE WRITTEN APPROVAL OF THE ARC, AND AS PROVIDED FOR IN THE UNDERLYING ZONING, ANY ONE TRACT OF LAND WITHIN THE CREEK 51 BUSINESS PARK PUD MAY EXCEED THE MAXIMUM ALLOWABLE DENSITY, FLOOR AREA OR LAND USE AREA FOR THAT TRACT PROVIDED THAT THE GENERAL CONCEPT AND CHARACTER OF THE PUD HAVE NOT BEEN ALTERED AND THE TOTAL ALLOWABLE DENSITY, FLOOR AREA OR LAND USE AREA FOR THE ENTIRE PUD HAVE NOT BEEN EXCEEDED.

DEVELOPMENT OF THE CREEK 51 BUSINESS PARK MAY OCCUR IN PHASES BUT NO BUILDING PERMIT SHALL BE ISSUED UNTIL A DETAILED SITE PLAN (INCLUDING LANDSCAPING) OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED FOR A BUILDING UNTIL THE LANDSCAPING OF THE APPLICABLE PHASE OF DEVELOPMENT HAS BEEN INSTALLED IN ACCORDANCE WITH A LANDSCAPING PLAN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW. NOTWITHSTANDING THE FOREGOING PROVISIONS, THE ISSUANCE OF BUILDING PERMITS MAY BE ACCELERATED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW "POLICY FOR EXPEDITING CONSTRUCTION PERMITS FOR COMMERCIAL STRUCTURES."

REQUIRED PLATTING FOR THE PROJECT MAY PROCEED IN PHASES BUT NO BUILDING PERMIT SHALL BE ISSUED UNTIL SAID PHASE HAS BEEN INCLUDED WITHIN A SUBDIVISION PLAT SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL AND SAID PLAT HAS BEEN DULY FILED OF RECORD. THE DEED OF DEDICATION OF THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD, ENFORCEABLE BY THE CITY OF BROKEN ARROW, SETTING FORTH THE DEVELOPMENT STANDARDS OF THE PUD.

J. EASEMENTS.

THE EASEMENTS SERVING CREEK 51 BUSINESS PARK SHALL BE WORKED OUT AS AN OVERALL PROJECT. A 17.5-FOOT UTILITY EASEMENT WILL BE PROVIDED AROUND THE PERIMETER OF THE PUD PROPERTY AND ALONG ARTERIAL STREET FRONTAGES.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. ESTABLISHED.

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN "CREEK 51 BUSINESS PARK" (THE "ASSOCIATION"), A DOMESTIC, NOT FOR PROFIT CORPORATION, ESTABLISHED OR TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE OVERLAND DRAINAGE FACILITIES AND EASEMENTS WITHIN THE SUBDIVISION, OFFSITE STORMWATER DETENTION FACILITIES AND EASEMENTS, ENTRY FEATURES, SIGNAGE, AND LANDSCAPING, OTHER COMMON AREAS, AND OTHER IMPROVEMENTS AND AREAS WHICH ARE OR MAY FROM TIME TO TIME BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION AS DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. MEMBERSHIP.

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

C. COVENANT FOR ASSESSMENTS.

EACH OWNER OF A LOT SUBSEQUENT TO THE OWNER, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY BOARD OF DIRECTORS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION.

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION IV. PRIVATE RESTRICTIONS

A. USE OF LAND.

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS LOTS AND SHALL BE USED SOLELY FOR THE USES PERMITTED IN THE APPROVED PLANNED UNIT DEVELOPMENT.

B. SETBACKS.

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT, NOR SHALL ANY BUILDING ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

C. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS.

ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS MAY BE IMPOSED AND IF IMPOSED, WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT. THIS DOCUMENT MAY INCLUDE THE FORMATION OF AN ARCHITECTURAL REVIEW COMMITTEE.

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

A. ENFORCEMENT.

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

B. DURATION.

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

C. AMENDMENT OR TERMINATION.

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V. 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 OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. 204 BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE WAGONER COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. PROPERTY OWNERS' ASSOCIATION, SECTION IV. PRIVATE RESTRICTIONS, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION AND/OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR, ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 65% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY.

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

IN WITNESS WHEREOF, CREEK 51 BUSINESS PARK, LLC HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF _____, 2019.

CREEK 51 BUSINESS PARK, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
REX F. ROBERTSON, MANAGER

STATE OF _____)
COUNTY OF _____) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2019, PERSONALLY APPEARED REX F. ROBERTSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF CREEK 51 BUSINESS PARK, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, 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 SUCH LIMITED LIABILITY COMPANY, 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

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 DESIGNATED HEREIN AS "CREEK 51 BUSINESS PARK", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, 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 _____, 2019.



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 _____, 2019, 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

File #: 19-1532, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Approval of and authorization to execute Agreement for Professional Consultant Services with CP&Y, Inc. for providing design services on the Houston Street Widening from Olive Avenue to Aspen Avenue project (Project Number ST2037)

Background:

The Houston Street Widening from Olive Avenue to Aspen Avenue project is a named 2018 General Obligation Bond project, which was scheduled to begin design work but required an A/E firm selection. With this in mind, the Engineering & Construction Department selected the A/E firm CP&Y, Inc. from the list of ranked and qualified firms which submitted statements of qualifications for the 2018 General Obligation Bond Proposition 1, Transportation Projects, to negotiate a design agreement.

The design agreement the Engineering & Construction Department negotiated with CP&Y, Inc. for this project includes improvements and widening of Houston Street from the eastern radii of the Houston Street and Olive Avenue intersection and will extend through and include improvements to the Houston Street and Aspen Avenue intersection. The project shall include widening the existing three lane asphalt roadway to a five lane asphalt roadway with the addition of curb & gutter, a five foot sidewalk on the South side, a ten foot multi use trail on the North side, and an enclosed storm sewer system. Water and sewer line relocations/upgrades, as required, shall also be included in the project as well as improvements to the existing bridge over Middle Branch Haikey Creek, and pedestrian signal work at the Houston Street and Aspen Avenue intersection. This project shall also include services for the following: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, assistance during acquisition, any and all governmental agency coordination/permitting, and identification of and need for coordination of utility relocations.

Cost: \$289,759.00

Funding Source: 2018 General Obligation Bond

Requested By: Michael D. Kyser, Interim Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of Agreement for Professional Consultant Services with CP&Y, Inc.

**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC.
FOR
HOUSTON STREET WIDENING FROM OLIVE AVENUE TO ASPEN AVENUE
PROJECT ST2037**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and CP&Y, Inc., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to provide design plans for the Houston Street widening from Olive Avenue to Aspen Avenue (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation and Additional Services.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

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ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER, pursuant to a non-exclusive license to use the work product for project purposes only.

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

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ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

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

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

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

CONSULTANT: CP&Y, Inc.
20 E. 5th Street, Suite 630
Tulsa, OK 74103
(539) 215-5996
Contact Name: Steven Hollabaugh, PE, CFM
Project Manager

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

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

CP&Y, Inc.

By: _____
Robin Handel, Senior Vice President

Date: 12/16/19

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Rebecca S. Martinez
Notary Public

Date: 12-16-19

Approved as to form:

[Signature] 12/20/19
Assistant City Attorney

VERIFICATION

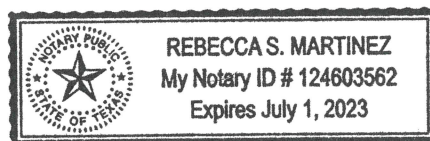
State of Texas)
County of Dallas) §

Before me, a Notary Public, on this 16th day of December, 2019, personally appeared Robin Handel, known to be to be the (President, **Vice-President**, Corporate Officer, Member, or Other: _____) of CP&Y, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

July 1, 2023

Rebecca S. Martinez
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC.
FOR
HOUSTON STREET WIDENING FROM OLIVE AVENUE TO ASPEN AVENUE
PROJECT NO. ST2037**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Houston Street widening from Olive Avenue to Aspen Avenue. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 4,100,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This project consists of improvements and widening of Houston Street from Olive Avenue to Aspen Avenue. The project will begin at the eastern radii of the Houston Street and Olive Avenue Intersection and will extend through and include improvements to the Houston Street and Aspen Avenue Intersection. The project shall include widening the existing three lane asphalt roadway to a five lane asphalt roadway with the addition of a ten foot multi use trail on the north and a five foot sidewalk on the south. Contract shall include any water and sanitary sewer crossings required. Waterline and Sewerline improvements running parallel to the roadway are not anticipated. Enclosed Stormsewer design will be included in the project. Vertical roadway profile improvements shall be included in the design while utilizing existing roadway pavement in the design as much as possible. Improvements to the existing bridge, consisting of extensions and new wing walls, over Middle Branch Haikey Creek located on Houston Street are included in the project. The project shall also include services for the following: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, assistance during acquisition, identification of the need for utility relocations, any and all governmental agency coordination/permitting (Including by not limited to Environmental studies, USACOE coordination, ODEQ, etc.), and the coordination of utility relocations. Coordination will be required on this project in order to tie into the designed improvements to the west and east of the project limits. Includes pedestrian signal work at Houston & Aspen Intersection.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s) as well as structure foundations; perform civil design including water and sewer lines, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures as well as bridge sizing/configuration. All necessary structural and bridge design required for the project including foundation design shall be performed by the CONSULTANT. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Bridge & Structural, Paving, and Miscellaneous Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- Governmental Agency Coordination/Permitting

3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
- 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be

- disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
- 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
- 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
- 3.2.4 Determine existing right-of-way and easements.
- 3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.4.
- 3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2018 version preferred) and one (1) PDF file of the final survey.
- 3.3 **PLANNING AND CONCEPTUAL DESIGN PHASE:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 With City input, establish project goals and alignments for streets, storm sewers, sanitary sewers and water lines as required.
- 3.3.2 Develop conceptual plan, and alternatives as needed, for street and stormwater improvements.
- 3.3.3 Develop a conceptual plan for sanitary sewers and water line improvements as required.
- 3.3.4 Perform conceptual stream/bridge hydraulics analysis and develop conceptual plan, and alternatives as needed, for bridge improvements (assumed box extensions only). Services include:
- Hydraulic calculations and modeling for Middle Branch Haikey Creek with channel improvements to accommodate the bridge.
 - Determine preliminary span and height arrangement, and roadway profile grade
 - Establish bridge configuration to accommodate no-rise conditions.
 - Prepare General Plan and Elevation for Bridge.
 - Prepare a Hydraulic Report summarizing the findings.
- 3.3.5 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.
- 3.3.6 A Section 404 Permit from the U.S. Army Corps of Engineers (USACE) Tulsa District is anticipated for the bridge crossing and shall begin during the Planning and Conceptual Design Phase.
- Prepare exhibits and hold a pre-consultation meeting with the USACE to determine which type of permit is required of the three (3) types: Nationwide Permits, General Permits (for which standard 401 Certifications have been issued by DEQ), and Individual Permits, which require a separate 401 certification from DEQ. The CITY shall be responsible for the application and all associated fees.
 - Services required for obtaining the individual 404 Permit include:
 - Preparation of application.
 - A jurisdictional waters and wetlands evaluation

- resulting in a waters and wetlands report.
 - Threatened and Endangered Species Habitat Assessment for coordination with US Fish and Wildlife Service.
 - Swallow assessment.
 - A Section 404 Clean Water Act Permit is required from the US Army Corps of Engineers (USACE) for any projects involving temporary or permanent fill in jurisdictional waters or wetlands.
 - A 401 Water Quality Certification is required from Oklahoma Department of Environmental Quality (DEQ) to accompany the 404 Permit.
 - Services for mitigation will be provided under separate Agreement.
- 3.3.7 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
- 3.3.8 Identify “Ultimate” right-of-way required to accommodate construction of project and necessary utility relocation.
- 3.3.9 Submit six (6) bound sets of 1/2 size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred, or earlier version), one (1) PDF file of the Planning & Conceptual design, and planning & conceptual cost estimate using 20% contingency.
- 3.3.10 The Planning and Conceptual Design Phase submittal shall include:
- Land Survey
 - Hydraulic Report
 - Biological Studies Report, Species Assessment (began as needed)
 - Biological Studies Report, Potential and Wetlands Evaluation (began as needed)
 - Cultural Resources Report (began as needed)
 - Title Sheet
 - Typical Sections
 - Right-of-Way Map & Data (Existing Right-of-Way)
 - Survey Data Sheet
 - Plan and Profiles (Conceptual)
 - General Plan and Elevation for Bridge
 - Typical Section for Bridge
 - Construction Sequence for Bridge
 - Identify any Public Utility Relocations on P&P
 - Conceptual cross sections
- 3.3.11 Planning & Conceptual Design Review.
- 3.3.12 Attend a meeting with the CITY to review the Conceptual Design Phase submittal and provide meeting minutes.

3.4 RIGHT-OF-WAY DESIGN PHASE: Following approval of the Planning and Conceptual Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.4.1 Prepare “Ultimate”, see Section 6.4.2 of Engineering Design Criteria Manual, right-of-way documents, in both Microsoft Word and PDF formats along with closure reports, based upon the comments received from the conceptual design review and

coordination with utility companies.

3.4.1.1 Prepare "Ultimate" right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.

3.4.1.2 Prepare Right-of-Way map/plan sheet(s).

3.4.1.3 Procure and provide Property Reports on unplatted properties and properties with less than "Ultimate" Right-of-Way currently provided.

3.4.1.4 Provide acquisition support services.

3.4.1.5 Submit, **prior to completion of the preliminary design phase**, three (3) bound sets of 1/2 size plan sheets and one (1) set of legal instruments, in both Microsoft Word and PDF formats, indicating "Ultimate" right-of-way documents for the project final taking/acquisitions requirements.

3.4.2 Provide one time only right-of-way staking services for **4** parcels (**assumed for initial estimating purposes**).

3.5 PRELIMINARY DESIGN PHASE: Following approval of the Planning and Concept Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.5.1 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.

3.5.2 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.

3.5.3 Perform preliminary roadway geometric layout and design.

3.5.4 Perform preliminary bridge layout and design as well as miscellaneous preliminary structural design.

3.5.5 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.

3.5.6 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.

3.5.7 Conduct pre-final coordination with private and public utility companies.

3.5.7.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.

3.5.7.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.

3.5.7.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.5.8 Prepare preliminary special provisions.

3.5.9 Prepare preliminary quantity estimate.

- 3.5.10 Prepare preliminary construction cost estimate using 15% contingency.
- 3.5.11 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.
- 3.5.12 The Preliminary Design Phase submittal shall include:
 - Geotechnical Investigation Report for Bridge
 - Biological Studies Report, Potential and Wetlands Evaluation (completed as needed)
 - Cultural Resources Report (completed as needed)
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Right of Way Map with proposed right of way
 - Project Drainage Area Map
 - Right-of-Way Map & Data
 - Survey Data Sheet
 - Plan and Profiles
 - General Plan and Elevation for Bridge
 - Typical Section for Bridge
 - Construction Sequence for Bridge
 - Public Utility Relocation Sheets, as necessary
 - Special Details Sheets, as necessary
 - Cross Section Sheets
- 3.5.13 Preliminary Design Review.
- 3.5.14 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.
- 3.6 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.6.1 Conduct all necessary design functions required to complete the final design phase of the project.
 - 3.6.2 Coordinate with FEMA and prepare the CLOMR Application. The CITY shall be responsible for all associated fees.
 - 3.6.3 Finalize utility relocation coordination as necessary.
 - 3.6.4 Prepare and complete final design.
 - 3.6.5 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.6.6 Prepare final quantity estimates.
 - 3.6.7 Prepare final estimate of construction costs with a 10% contingency.
 - 3.6.8 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
 - 3.6.9 Prepare Contract proposals in units compatible with Broken Arrow specifications.
 - 3.6.10 Submit six (6) bound sets of ½ size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of ½ size prints of final City utility relocation plans, if required, to the Owner for distribution and review.

3.6.11 The Final Design Phase submittal shall include:

- Structural Design Calculations
- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Quantity & Miscellaneous Summaries
- Summary of Drainage Structures, as needed
- Storm Water Management Plan (SWP3)
- Project Drainage Area Map
- Right-of-Way Map & Data
- Survey Data Sheet
- Plan and Profiles
- Waterline Relocation Sheets, as necessary
- Sanitary Sewer Relocation Sheets, as necessary
- Intersection Details (tie-in to intersection plans by others)
- Miscellaneous Details Sheet
- General Plan and Elevation for Bridge
- Bridge Typical Section
- Bridge Construction Phasing
- Special Bridge Details, as needed
- Riprap Details
- Special Details, as needed
- Signing & Striping
- Construction Sequencing/Traffic Control
- Cross Sections
- Standard Construction Drawings

3.6.12 Final Design Review.

3.6.13 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.

3.6.14 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.6.15 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

3.7 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.7.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).

3.7.2 Attend and conduct a pre-bid conference as required by Owner.

3.7.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.

3.7.4 Assist in preparing addenda and addenda plan sheets as required.

3.8 PROJECT CLOSE-OUT PHASE:

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.8.1 Incorporate changes into the drawings and produce Record Drawings.
 - 3.8.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).
 - 3.8.3 Submit any revisions to the Design Manual caused by construction changes.
 - 3.8.4 Coordinate with FEMA and prepare the LOMR application. The CITY shall be responsible for all associated fees.
- 3.9 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):
Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the Consultant as necessary.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC.
FOR
HOUSTON STREET WIDENING FROM OLIVE AVENUE TO ASPEN AVENUE
PROJECT NO. ST2037**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Storm Water Management Plan (SWP3);
- 1.6 Project Drainage Area Map;
- 1.7 Right-of-Way Map & Data;
- 1.8 Survey Data Sheet;
- 1.9 Plan and Profiles (roadway & public utilities as necessary);
- 1.10 Miscellaneous Details;
- 1.11 General Plan and Elevation (as necessary);
- 1.12 Bridge Typical Section (as necessary);
- 1.13 Bridge Construction Phasing (as necessary);
- 1.14 Special & Structural/Bridge Details (as necessary);
- 1.15 Signing & Striping;
- 1.16 Construction Sequencing/Traffic Control
- 1.17 Cross Sections; and
- 1.18 Standard Construction Drawings.

2.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way Plans;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed 4 parcels**, at agreed upon unit price per parcel).

3.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Hydrology and Hydraulic Calculations;
- 3.2 Overall Project Drainage Map;
- 3.3 Drainage Summary Tables;
- 3.4 Stormwater Pollution Prevention Plan (SWP3)
 - 3.4.1 Report;
 - 3.4.2 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
 - 3.4.3 Owner, Contractor and Engineer's Certifications;
 - 3.4.4 Approved Grading/Erosion Control Construction Plans; and
 - 3.4.5 Standard Erosion Control Details

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 4.1 Structural Design Calculations
 - 4.1.1 Bridge Designs;
 - 4.1.2 Retaining Earth; and
 - 4.1.3 Miscellaneous Structures
- 4.2 Water Analysis Calculations (Title 252: Chapter 626):
 - 4.2.1 Water Flow Projections and Analysis;
 - 4.2.2 Pressure and Velocity Analysis; and
- 4.3 Wastewater Collection System Design (Title 252: Chapter 656):
 - 4.3.1 Wastewater Flow Projections;
 - 4.3.2 Gravity flow analysis showing flow velocities;
 - 4.3.3 Lift station design;
- 4.4 Other Engineer Design Calculations

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 5.1 Bid Documents:
 - 5.1.1 Electronic bid proposal in format provided.
 - 5.1.2 Written description of construction project.
 - 5.1.3 Construction duration in calendar days.

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5.2 Project Conditions:

5.2.1 Special Conditions.

5.3 Construction Specifications

6.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

6.1 Drawings:

6.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.

6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

6.2 Design Manual:

6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.

6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC.
FOR
HOUSTON STREET WIDENING FROM OLIVE AVENUE TO ASPEN AVENUE
PROJECT ST2037**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 BASIC COMPENSATION

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

- 1.1 Task 1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$36,747.00** for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Planning and Conceptual Design Payment:
 - 1.2.1 Task 2.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$42,200.00** for the completion of the Planning and Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.2.2 Task 2.2. The OWNER shall pay the CONSULTANT a fee not to exceed amount of **\$15,350.00** for the completion of the HEC-RAS/Hydraulic Report, CLOMR & LOMR as required in the Planning and Conceptual Design Phase (and extending through other phases of the contract as necessary). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.2.3 Task 2.3. The OWNER shall pay the CONSULTANT a fee not to exceed amount of **\$7,675.00** for the completion of all necessary environmental studies as required in the Planning and Conceptual Design Phase (and extending through other phases of the contract as necessary). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. Right-of-Way Design Payment: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$4,900.00** (based upon an assumed 4 of parcels priced at **\$1,225.00** per parcel) for the completion of the Right-of-Way Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Preliminary Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$95,916.60** for the completion of the

- Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Task 5. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$79,295.40** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,837.50** for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 Task 7. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,837.50** for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.8 Task 8. Construction Assistance Phase Payment (Additional Services): The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of December 10th, 2019.

Professional Services

Project Manager	\$ 215.16
Senior Engineer	\$ 195.60
Design Engineer/Senior CAD Technician	\$ 133.66
Design Technician	\$ 110.84

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

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6.0 ADJUSTMENT CLAUSE

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

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**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC.
HOUSTON STREET WIDENING FROM OLIVE AVENUE TO ASPEN AVENUE
PROJECT ST2037**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 7th day of January, 2020.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC.
FOR
HOUSTON STREET WIDENING FROM OLIVE AVENUE TO ASPEN AVENUE
PROJECT NO. ST2037**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th day of January, 2020. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

- | | | |
|------------|---|----------------|
| 1.0 | LAND SURVEY PHASE: | 30 Days |
| | 1.1 Notice to Proceed: | |
| | 1.2 Conduct Topographical Surveying: | |
| | 1.3 Submit Land Survey: | |
| | 1.4 Owner Review: | |
|
 | | |
| 2.0 | PLANNING AND CONCEPTUAL DESIGN PHASE: | 45 Days |
| | 2.1 Notice to Proceed: | |
| | 2.2 Prepare & Submit Conceptual (30%) Plans: | |
| | 2.3 Owner Review: | |
|
 | | |
| 3.0 | RIGHT-OF-WAY DESIGN PHASE: | 30 Days |
| | 2.1 Notice to Proceed (concurrent with preliminary design phase): | |
| | 2.2 Prepare & Submit "Ultimate" Right-of-Way Documents including: right-of-way map/plans, instruments, closure reports, and certified property reports. | |
| | 2.3 Owner Review: | |
| | 2.4 Right-of-Way Staking (as required for an assumed 4 of parcels): | |
|
 | | |
| 4.0 | PRELIMINARY DESIGN PHASE: | 60 Days |
| | 4.1 Notice to Proceed (concurrent with R/W phase): | |
| | 4.2 Conduct Geotechnical Investigation & Provide Recommendations/Report | |
| | 4.3 Coordinate & Review utility relocation plans: | |
| | 4.4 Prepare & Submit Preliminary (60%) Plans: | |
| | 4.5 Owner Review: | |

5.0 FINAL DESIGN PHASE:

110 Days

- 5.1 Notice to Proceed:
- 5.2 Finalize utility relocation plans:
- 5.3 Prepare & Submit final (90%) plans and Specifications for City Review:
- 5.4 Prepare final cost estimate:
- 5.5 Prepare Design Report:
- 5.6 Owner review:
- 5.7 Prepare & Submit bid documents (100% plans and specifications):

6.0 ASSISTANCE DURING BIDDING PHASE:

- | | | |
|-----|---------------------------------|-------------------|
| 6.1 | Providing bid documents: | To be determined. |
| 6.2 | Attend pre-bid conference: | To be determined. |
| 6.3 | Answer RFI's & prepare addenda: | To be determined. |

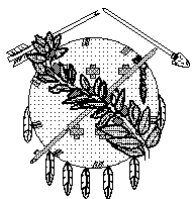
7.0 PROJECT CLOSE-OUT PHASE:

- | | | |
|-----|-----------------------------|---|
| 7.1 | Record Drawings: | 30 days after receipt of contractor's red-lines |
| 7.2 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

8.0 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

- | | | |
|-----|--------------------------|--|
| 8.1 | Construction assistance: | Additional services to be negotiated separately as required. |
|-----|--------------------------|--|

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City of Broken Arrow

Request for Action

File #: 19-1534, **Version:** 1

Broken Arrow City Council
Meeting of: 1-7-2020

Title:

Approval of and authorization to purchase one (1) Pierce fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston-Galveston Area Council (HGACBuy) contract, using the “prepay” option, for the Fire Department.

Background:

The 2018 Bond package includes funding to replace fire apparatuses over the life of the bond. The Fire Department is seeking to replace the 2007 fire apparatus.

In November, Council approved the purchase of a fire apparatus for fire station 3. The current request is for an identical fire apparatus.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity.

At the July 17, 2018 City Council Meeting, the Council approved of an Interlocal Contract (ILC) between the City of Broken Arrow and HGACBuy, and gives the City access to HGACBuy contracts. By entering into this agreement the City was able to verify that H-GAC's competitive bidding processes are in accordance with Oklahoma State Competitive Bid Act and City purchasing requirements.

Pierce manufacturing routinely secures a loan to build each apparatus. The interest from that loan is passed along in the final purchase price of the vehicle if payment is made upon delivery. Pierce offers a “pre-payment discount” if payment is made upon ordering the vehicle, since the loan interest can be avoided. The prepayment discount for this Pierce apparatus is \$17,984.19. The funds for this purchase are currently available should Council choose to accept the “pre-payment discount”. If the City chooses to prepay, Conrad Fire Equipment, Inc. will provide a Performance Bond to the City in the amount of the full purchase price that will protect the financial investment that is being prepaid.

Cost: \$585,304.84

Funding Source: 2018 General Obligation Bond

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: HGAC Itemized Pricing
Conrad Quote

Recommendation:

Approve and authorize the purchase of one (1) Pierce fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston-Galveston Area Council (HGACBuy) contract, using the “prepay” option, for the Fire Department.



CONRAD FIRE EQUIPMENT



Apparatus Proposal

Customer Name: **BROKEN ARROW, OKLAHOMA**Sales Rep: **ROGER BROWN**Submitted Date: **10/11/19**Expiration Date: **12/31/19**

Apparatus Detail

Qty.	Description	Price
1	PIERCE ENFORCER PUMPER	\$ 596,620.71
Proposal Bid No.:	915	Proposal Doc Date: 10/11/19
Performance Bond:	YES	Warranty Period: Standard
Estimated Build Time:	7MO	

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 596,620.71
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 596,620.71
Pre-Payment Discount	-\$ 17,984.19
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 6,668.32
Options	\$ 0.00
Due Upon Order	\$ 585,304.84

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 596,620.71
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 596,620.71
Pre-Payment Discount	N/A
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 6,668.32
Options	\$ 0.00
Due Upon Delivery	\$ 603,289.03

Payment Terms

OPTION 1 PAYMENT IS BASED ON FULL PAYMENT AT TIME OF ORDER.
OPTION 2 PRICING IS BASED ON FULL PAYMENT AT TIME OF PRODUCT DELIVERY.

Notes

SEE ATTACHED LOOSE EQUIPMENT QUOTE#137209 TO BE INCLUDED IN THIS SALE.

NOTE: Pre-payment discounts quoted may vary based on final purchase price, prevailing interest rates, and manufacturing build time and are subject to change up to the time an order is placed. If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].

887 N. Jan-Mar Court Olathe, KS 66061
www.CONRADFIRE.com
(913) 780-5521
(913) 780-5251 Fax

CUSTOMER NO.
283

BROKEN ARROW
PO BOX 610
BROKEN ARROW, OK 74013-0610
US

BROKEN ARROW
PO BOX 610
BROKEN ARROW, OK 74013-0610
US

PAGE 1

DATE	SHIP VIA	F.O.B.	TERMS			
09/16/19	GROUND		NET 30			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
HAVIS	09/16/19	103 179	137209			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
1		CON.MISC MISC EXPENSE	1,142.04	1,142.04		
		1 - HAVIS UNIVERSAL FIXED ADAPTER PLATE				
		1- HAVIS C-MD112 MOUNTING COMPONENT				
		1 - HAVIS DS-DELL-402-3 DOCKING STATION				
		1 - RUGGED 12 ANTENNA				
1		COM.BAOKAPX6500 APX6500 QUOTE # 752814	4,417.78	4,417.78		
1		CON.MISC MISC EXPENSE	1,108.50	1,108.50		
		1 - rugged 12 antenna, 25? cables				
		1 - HAVIS C-MD 112 - MOUNTING COMPONENET				
		1 - DOCKING STATION AND LPS-137 WITH TRIPLE PASS THROUGH ANTENNA FOR DELL'S LATITUDE 14 RUGGED AND LATITUDE 12 & 14 RUGGED EXTREME NOTEBOOKS				
		1 - HAVIS C-ADP-110- MOUNTING COMPONENT (BRACKET ADAPTER) - STEEL - BLACK POWDER COAT.				
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
6,668.32	0.00		6,668.32	0.00		6,668.32
"WE APPRECIATE YOUR BUSINESS"						
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.						



Proposal Option List

10/11/2019

Customer:	Broken Arrow, OK.	Bid Number:	915
Representative	Brown, Roger	Job Number:	
Organization:	Conrad Fire Equipment	Number of Units:	1
Requirements Manager:		Bid Date:	09/13/2019
Description:	Broken Arrow Enforcer top mount	Stock Number:	
Body:	Pumper, Medium, Aluminum, 2nd Gen	Price Level:	38 (Current: 38)
Chassis:	Enforcer Chassis		

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - Broken Arrow	
			Operating/In conjunction W-Service Center - In Conjunction	
			Miles - 100 Miles	
			Number of Fire Dept/Municipalities - 25	
			Bidder/Sales Organization - Conrad Fire	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Conrad Fire	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0000000	STF	Service information, Conrad Fire	1
10	0000000	STF	Photo gallery reports of truck by FASC	1
10	0000000	STF	Training, Conrad Fire	1
11	0000114		Inspection Trip(s)	2
			Qty, - 02	
			Fill in Blank - Three (3)	
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0649754		Enforcer Chassis	1
19	0000110		Wheelbase	1
			Wheelbase - 221.00	
20	0000070		GVW Rating	1
			GVW rating - 46,500	
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
23	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
24	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1
28	0604672		Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot	1
29	0640711		Axle, Rear, Dana S26-190, 27,000 lb Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH	1
31	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0677173		Tires, Rear, Goodyear, G291, 315/80R22.50, 20 ply, Single, Fire Service Spd Rtg	1
34	0654797		Wheels, Rear, Accuride, 22.50" x 9.00", Steel, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1

Line	Option	Type	Option Description	Qty
38	0057936		Covers, Lug Nut, Chrome	1
39	0002045		Mud Flaps, w/logo front & rear	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0627930		Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0601975		Brake Reservoirs, 5.376 Cubic Inch Min Capacity, Painted Alum, Saber FR/Enforcer	1
47	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
48	0000790		Brake Lines, Nylon	1
49	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
50	0795472		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer	1
51	0001244		High Idle w/Electronic Engine, Custom	1
52	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
53	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
54	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
55	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
56	0788765		Radiator, Saber FR/Enforcer	1
57	0001090		Cooling Hoses, Rubber	1
58	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
59	0001129		Lines, Fuel	1
60	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
61	0552793		Not Required, Fuel Priming Pump	1
62	0552712		Not Required, Shutoff Valve, Fuel Line	1
63	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
64	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
65	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
66	0684459		Transmission Oil Cooler, Modine, External	1
67	0001370		Driveline, Spicer 1710	1
68	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
69	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
70	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - BROKEN	
			Text, Row (2) Two - ARROW	
			Text, Row (3) Three - FIRE DEPT.	
71	0695359		Bumper, 26" Extended, Steel, Painted, Saber FR/Enforcer	1
72	0640193		Tray, Hose, Center, 26" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 24) 225' of 1.75"	
73	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	1
			Location - center bumper hose tray	
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
74	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
75	0002270		Tow Hooks, Chrome	1
76	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
77	0648332		Cab, Enforcer, 7010	1
78	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
79	0633594		Rear Wall, Interior, Adjustable Seating	1
80	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
81	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
82	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
83	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	

Line	Option	Type	Option Description	Qty
84	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
85	0015440		No Chrome Molding, On side of cab	1
86	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
87	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
88	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
89	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
90	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
91	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
92	0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1
93	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
94	0630508		Window, Side of C/C, Fixed, Passenger Side Only, Saber FR/Enforcer	1
95	0012090		Not Required, Windows, Front/Side of raised roof	1
96	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
97	0553057		Holder, Cup, Cab/Crewcab, Each	2
			Qty, - 02	
98	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
99	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
100	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
101	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
102	0644195		Heater/Defroster, Saber FR/Enforcer	1
103	0644194		Air Conditioning, Saber FR/Enforcer	1
104	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
105	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
106	0583938		Lights, Engine Compartment, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	2
			Qty, - 02	
107	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
108	0583042		Side Roll and Frontal Impact Protection	1
109	0622618		Seating Capacity, 5 Seats	1
110	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
111	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, Saber FR/Enforcer	1
112	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
113	0754581		Cabinet, Rear Facing, LS, 23 W x 43 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Type of fastener - spring clip and hook	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Exterior, Right Side	
			Scuffplate, Door Pan, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #751	
			Door, Exterior Stop - Stay Arm	
			Louvers, Cabinet - 0-No Louvers	
114	0102783		Not Required, Seat, Rear Facing C/C, Center	1
115	0635969		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
116	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
117	0635957		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Safety, Saber FR/Enf	1
118	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
119	0766467		Upholstery, Seats In Cab, All Endure Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
120	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	5
			Qty, - 05	
121	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	

Line	Option	Type	Option Description	Qty
122	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
123	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
124	0555813		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
			Location, Portable Hand Light - TBD with approval drawings	
125	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
126	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
127	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
128	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
129	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
130	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
131	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - Officer Dash	
132	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - officer side of engine tunnel, match 32930	
133	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
134	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
135	0677160		Intercom, David Clark, 5-Pos, 2-Radio, D,O,3C (All outboard seats)	1
			Location, Intercom, C Cab - 3) 2 forward and 1 rear facing	
136	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - TBD with approval drawings	
137	0597906		Headset, David Clark, H3441 Under Helmet, Flex Mic, One Slotted Ear Cup	1
			Qty, - 01	
			Location - driver	
138	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	4
			Qty, - 04	
			Location - officer and three crew seating positions	
139	0681408		Hangers For Headsets, NFPA, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd	
			Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Rear, Center, Fwrd Fcng Seat	
140	0559512		Install Customer Provided MDT, Complete (Qty)	1
			Location - TBD	
			Qty, - 01	
141	0562774		Install Customer Provided Thermal Camera(s), Charger Only	1
			Location - TBD with approval drawings	
			Qty, - 01	
142	0616382		Install Customer Provided GPS/Multimode Antenna(s)	1
			Qty, - 01	
143	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - TYBD	
			Qty, - 01	
144	0653526		Camera, Pierce, Driver Mux, Rear Camera Only	1
			Camera System Audio - Not Provided	
145	0683718		Recess, Rear Vision Camera Into Lightstick Housing	1
146	0772846		Key Storage, Knox-Box, KeySecure 5, KSM-200K2, WiFi, Cab Surface Mt	1
			Location - TBD	
147	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
148	0624253		Electrical System, Enforcer MUX	1
149	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
150	0008621		Battery System, Single Start, All Custom Chassis	1
151	0002698		Battery Compartment, Saber/Enforcer	1

Line	Option	Type	Option Description	Qty
152	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
153	0012782		Location, Charger, Front Left Side Body Compartment	1
			Location, Battery Chrgr/Cmpr - High On Left Wall	
154	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
155	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
156	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
157	0647729		Alternator, 320 amp, Delco Remy 40SI	1
158	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
159	0766233		Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	1
160	0648418		Light, Directional, Wln M6T LED, Common Bezel, Above Headlights, Sab/Enf	1
161	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
162	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
163	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
164	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
165	0564683		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
			Color, Lens - Colored	
166	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
167	0664481		Bracket, License Plate & Light, P25 LED	1
168	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
169	0589905		Alarm, Back-up Warning, PRECO 1040	1
170	0555422		Light, Marker End Outline, Rubber Arm/Amb, Marker Lamp, Shortened 429.200.LB	1
			Location, Lights - rear lower outer corners of body	
			Qty, Lights, Pair - 1	
171	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
			Z location -	
172	0769557		Lights, Perimeter Pump House, Amdor AY-LB-12HW0** LED 4lts	1
173	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
174	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
175	0640941		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd	1
			Location, Lights - in 4-way box above LS 2 compartment	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Flange	
176	0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st	1
			Location, Lights - behind driver side crew cab door as high as possible	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Flange	
177	0638454		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 3rd	1
			Location, Lights - behind passenger side crew cab door as high as possible	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Flange	
178	0629643		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 4th	1
			Location, Lights - in 4-way box above compartment RS2	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	

Line	Option	Type	Option Description	Qty
178			Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control Color, WIn Lt Housing - Black Flange	
179	0776357		Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1
180	0689891		Lights, Deck, WIn (2) PFBP12C LED Rear Flood Lights Switch, Scene Lt Cntrl - i)switch at rear and ds sw pnl	1
181	0645676		Lights, Not Required, Hose Bed, Deck Lights At Rear	1
182	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
183	0709438		Light, Walking Surf, FRP Flood, LED	1
184	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
185	0554271		Body Skirt Height, 20"	1
186	0013492		Tank, Water, 750 Gallon, Poly, Med, New York Style	1
187	0003405		Overflow, 4.00" Water Tank, Poly	1
188	0028104		Foam Cell Required	1
189	0633066		Sleeve, Through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
190	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
191	0003429		Not Required, Direct Tank Fill	1
192	0003424		Not Required, Dump Valve	1
193	0048710		Not Required, Jet Assist	1
194	0030007		Not Required, Dump Valve Chute	1
195	0514778		Not Required, Switch, Tank Dump Master	1
196	0618241		Hose Bed, Aluminum, Pumper, New York Style Material Trim/Scuffplate - b) S/S, Brushed	1
197	0627877		Hose Bed Capacity, 1000' of 5.00", 1000' of 3.00"	1
198	0083488		Divider, Hose Bed, .25" Unpainted Qty, Hosebed Dividers - 4	4
199	0589278		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear Type of fastener - seat belt buckle Nylon Web Color - Black Type of fastener, Rear - seat belt buckle - bottom of hosebed	1
200	0013512		Running Boards, 12.75" Deep	1
201	0689621		Tailboard, 16" Deep	1
202	0690037		Wall, Rear, Smooth Aluminum/Body Material Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	1
203	0003531		Tow Bar, Under Tailboard	1
204	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1	1
205	0003634		Tray, Hose, Running Board, Soft Suction Hose, 25' of 5.00" Location, Hose Tray, Running Board - c) RH side Qty, Tray, Hose - 1	1
206	0003561		Construction, Compt, Alum, Pumper	1
207	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
208	0063658		RS 152" Rollup, Full Height Front & Rear, FDLER	1
209	0692733		Doors, Rollup, Gortite, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	6
210	0013671		Compt, Rear, Rollup, 30.75" FF, 25.88" D	1
211	0692746		Door, Gortite, Rollup, Rear Compartment Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	1
212	0554995		No Body Modification Required	1
213	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper Qty, Door Accessory - 07	7

Line	Option	Type	Option Description	Qty
213			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
214	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07	7
215	0687146		Location, Compartment Lights - All Body Compts Shelf Tracks, Painted Qty, Shelf Track - 07	7
216	0600350		Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1 Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 05	5
217	0647472		Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1- Transition Point, RS3-Transition Point, LS2-Centered and LS3-Transition Point Tray, Floor Mounted, Slide-Out, w/ Side Slides, FW/FD, 500lb, 2.00" Sides, 2G Qty, - 04	4
218	0540317		location - LS1, LS3, RS1, RS3 Material - Painted - Spatter Gray Toolboard, Swing-out, Alum, .188", Peg Board Qty - 3	3
219	0024016		Location, Pivot - Back Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Toolboard - LS1, LS2 and RS2	
220	0784811		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
221	0519849		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted	1
222	0625546		Not Required, Hose, Hard Suction	1
223	0004126		Handrails, Top Mount Pump Panel, Per Print	1
224	0610196		Handrails, Beavertail, Standard	1
225	0657651		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed Handrail Finish - Black Rubber Covered Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar Compt, Air Bottle, Double, Full Width Door, Fender Panel Qty, Air Bottle Comp - 4	4
226	0004225		Door Finish, Fender Compt - Polished	
227	0004230		Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear	
228	0049958		Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
229	0014245		Ladder, 24' Duo-Safety 900A 2-Section	1
230	0567897		Ladder, 14' Duo-Safety 775A Roof	1
231	0552649		Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	1
232	0004361		Ladder, 10' Duo-Safety Folding 585A, w/Mounting Location, Folding Ladder - Ladder Compartment	1
233	0785102		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8 Qty, - 01	1
234	0592994		Location - ladder compartment	
235	0004435		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6 Qty, - 01	1
236	0004481		Location - ladder compartment	
237	0559769		Tubes, Alum, Pike Pole Storage Qty, Pike Pole Tubes - 02	2
238	0635600		Location, Pike Pole Tube - Ladder Storage	
			Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident Coating, Step - black	1
			Location, Steps - Full Height Left Side w/LED Light	
			Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
			Pump, Waterous, CSU, 2000 GPM, Single Stage	1
			Seal, Grafoil, Waterous	1
			Trans, Pump, Waterous C20 Series	1
			Pumping Mode, Stationary Only	1

Line	Option	Type	Option Description	Qty
239	0605126		Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Watrous	1
240	0003148		Transmission Lock-up, EVS	1
241	0004547		Auxiliary Cooling System	1
242	0014486		Not Required, Transfer Valve, Stage Pump	1
243	0746501		Valve(s), Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
244	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
245	0072153		Primer, Trident, Air Prime, Air Operated	1
246	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
247	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
248	0795135		Plumbing, Stainless Steel, w/Foam System	1
249	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
250	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
251	0755850		Valve, Ball Intake, TFT, ABS Series	1
			Location - left side	
			Qty - 1	
			Hand Wheel Shaft - PS (Parallel)	
			Connection, Inlet, Side B - 1SP (4.0" Rigid Storz) with a cap	
			Connection, Outlet, Side A - NX (6.0" Threaded Swivel)	
252	0084610		Valves, Akron 8000 series- All	1
253	0004660		Inlet, Left Side, 2.50"	1
254	0004680		Inlet, Right Side, 2.50"	1
255	0004687		Valve, Inlet(s) Recess, Top Mount	1
256	0004710		Control, Inlet, at Top Mount Panel	1
			Qty, Inlets - 1	
257	0092569		No Rear Inlet (Large Dia) Requested	1
258	0092696		Not Required, Cap, Rear Inlet	1
259	0064116		No Rear Inlet Actuation Required	1
260	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
261	0092568		No Rear Auxiliary Inlet Requested	1
262	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
263	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
264	0004905		Outlet, Tank Fill, 1.50"	1
265	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
266	0092570		Not Required, Outlets, Left Side Additional	1
267	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
268	0092571		Not Required, Outlets, Right Side Additional	1
269	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
270	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of right bumper	
271	0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
272	0092574		Not Required, Outlet, Rear, Additional	1
273	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
274	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
275	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
276	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
277	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
278	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
279	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
280	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
281	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
282	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
283	0062133		Control, Outlets, Manual, Pierce HW if applicable	1

Line	Option	Type	Option Description	Qty
284	0090926		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG12	1
285	0543604		Monitor, Akron 3431 Hi-Riser and 5" storz Inlet Grd Base	1
			Monitor Finish - Painted by OEM	
286	0046968		Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper	1
287	0005070		Deluge Mount, NPT	1
288	0025140		Not Required, 1.50" Crosslays	1
289	0029196		Not Required, 2.50" Crosslay	1
290	0500535		Not Required, Hose Restraint, Crosslay	1
291	0005191		Speed, (2) 1.5", Top Mt/Side Cntrl, Std. Cap.	1
292	0752945		Hose Restr, Spdly, 2"Nylon Web, (2) Seat Belt Buckle, Tether Release	1
			Color, Strap - Black	
			Release, Seat Belt Buckle - Bar	
293	0005216		Reel, Booster, Aluminum - Over Pump, Left Side	1
294	0011060		Switch, Reel Rewind - One at Pump Panel	1
295	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
296	0005244		Capacity, Hose Reel 200' of 1"	1
297	0007428		Nozzle for Booster Reel Not Req'd	1
298	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Center, Hose Reel in Rear	
			Compartment, Rear Outlet Left Side, Speedlay Lower and Speedlay Upper	
			Discharge, Foam Locations - Front Bumper Center, Hose Reel in Rear	
			Compartment, Rear Outlet Left Side, Speedlay Lower and Speedlay Upper	
299	0012126		Not Required, CAF Compressor	1
300	0592527		Refill, Foam Tank, Integral, Husky 3	1
301	0590507		Demonstration, Foam System and CAFS, Dealer Provided, Conrad Fire Only	1
302	0005446		Foam Cell, 20 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
303	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
304	0091079		Not Required, Foam Tank #2	1
305	0091112		Not Required, Foam Tank #2 Drain	1
306	0018645		Pump House, Top Mount, 48", w/19" Walkway, Control Zone	1
			Light, Walkway Compt - P25 LED	
			Light, Walkway - P25 LED, 6lts	
			Location, Walkway Lights - Back Of Custom Cab	
307	0032479		Pump Panel Configuration, Control Zone	1
308	0635253		Material, Pump Panels, Top Control Painted FormCoat Black, Side Panels	1
			FormCoat	
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
			Material, Pump Panel, Top Control - Aluminum	
			Material Finish, Pump Panel, Top Control - Painted FormCoat Black	
309	0035574		Panel, Pump Access - Both Sides	1
310	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
311	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
312	0586382		Gauges, Engine, Included With Pressure Controller	1
313	0005601		Throttle Included w/ Pressure Controller	1
314	0549333		Indicators, Engine, Included with Pressure Controller	1
315	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
316	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
317	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
318	0062586		Gauge, Water Level, Class 1, Pierce Std	1
319	0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1
320	0648885		Light Shield, Top Mt, LED Strip Lights	1
321	0606697		Air Horns, (2) Grover, In Bumper	1
322	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
323	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
324	0533071		Siren, Wln 295SLSC1, w/Detachable Mic Cord	1
325	0036136		Location, Elect Siren, Overhead on Swivel Bracket, Saber	1
326	0076156		Control, Elec Siren, Head Only	1
327	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	

Line	Option	Type	Option Description	Qty
328	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
329	0675701		Siren, Federal Q2B, Park Brake Interlock	1
330	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
331	0026163		Control, Mech Siren, DS & PS Foot Sw	1
332	0745080	SP	Lightbar, Wln, Freedom IV-Q, 72", RRBWRBOptBRWRBRR	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, Whl Freedom Ltbrs - No Filters	
333	0016380		No Additional Lights Req'd, Side Zone Upper	1
334	0540384		Lights, Front Zone, Wln M6°C LED, Clear Lens, in Common Bzl	1
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Blue	
335	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
336	0540692		Lights, Side Zone Lower, Wln M6°C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Blue	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Between Tandem	
337	0564655		Lights, Rear Zone Lower, Wln M6°C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - b) PS Rear Lt Blue	
338	0088745		Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
339	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
340	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
341	0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Not Connected	
342	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
343	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
344	0519934		Not Required, Brand, Hydraulic Tool System	1
345	0649753		Not Required, PTO Driven Hydraulic Tool System	1
346	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
347	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
348	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
349	0027023		No Strainer Required	1
350	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
351	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
352	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
353	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
354	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab	1
			Paint Color, Predefined - match current red #789	
			Paint Color, Upper Area, Predefined - #101 Black	
355	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
356	0693798		Paint, Front Wheels	1
			Paint, Wheels - Black #101	
357	0693793		Paint, Rear Wheels, Single Axle	1
			Paint, Wheels - Black #101	
358	0007230		Compartment, Painted, Spatter Gray	1
359	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - e) black	
360	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow	

Line	Option	Type	Option Description	Qty
361	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - yellow	
362	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
363	0679885		Stripe, Sign Gold Outline Above & Below Reflective Band	1
			Qty, - 01	
364	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - r) red diamond grade	
			Size, Chevron Striping - 04	
			Color, Reflect Chev - A - u) yellow diamond grade	
365	0679832		Stripe, Sign Gold, Across Cab Face	1
366	0679831		Stripe, Sign Gold, Cab Sides, IPO Chrome Molding	1
367	0027372		Lettering Specifications, (GOLD STAR Process)	1
368	0686432		Lettering, Gold Leaf, 3.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline	
369	0685750		Lettering, Sign Gold, 9.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline	
370	0685753		Lettering, Sign Gold, 8.00", (1-20)	1
			Outline, Lettering - Outline	
371	0685806		Lettering, Sign Gold, 5.00", Each	18
			Qty, Lettering - 18	
			Outline, Lettering - Outline	
372	0685732		Lettering, Sign Gold, 14.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline	
373	0684183		Emblem, Maltese Cross, Reflective, 18"-20", Pair	1
			Qty, - 01	
			Location, Emblem - One (1) each front cab door	
374	0754596	SP	Emblem, Sign Gold, 16" Tall, Each (Broken Arrow)	1
			Qty, - 01	
			Location, Emblem - TBD	
375	0754597	SP	Emblem, Sign Gold, 16" Tall, Pair (Broken Arrow)	1
			Qty, - 01	
			Location, Emblem - TBD	
376	0766493		Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1
377	0583553		Undercoating, Cab & Body, Stock/Demo Style, Pumper, Ziebart	1
378	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
379	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
380	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
381	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
382	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
383	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
384	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
385	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
386	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
387	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
388	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
389	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
390	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
391	0695416		Warranty, Pierce Camera System, WA0188	1
392	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
393	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
394	0685945		Warranty, Transmission Cooler, WA0216	1
395	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
396	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
397	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
398	0063510		Warranty, Pump, Waterous, 5 Year Parts, WA0225	1
399	0648675		Warranty, 10 Year S/S Pumping, WA0035	1

Line	Option	Type	Option Description	Qty
400	0657990		Warranty, Foam System, Husky 3, WA0231	1
401	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
402	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
403	0683627		Certification, Vehicle Stability, CD0156	1
404	0777618		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158	1
405	0686786		Certification, Power Steering, CD0098	1
406	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
407	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
408	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
409	0556828		Certification, Electric Window, Not Available	1
410	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
411	0631976		Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1
412	0631971		Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1
413	0545073		Amp Draw Report, NFPA Current Edition	1
414	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
415	0799248		Appleton/Florida BTO	1
416	0000018		PUMPER, 2ND GEN	1
417	0000012		PIERCE CHASSIS	1
418	0004713		ENGINE, OTHER	1
419	0046395		EVS 3000 Series TRANSMISSION	1
420	0020011		WATEROUS PUMP	1
421	0020009		POLY TANK	1
422	0028048		FOAM SYSTEM	1
423	0020005		TOP MOUNT	1
424	0020007		AKRON VALVES	1
425	0020015		ABS SYSTEM	1
426	0658751		PUMPER BASE	1



Contract Pricing Worksheets

Rev 02-05-07

**NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548**

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

Pulse		
Number	Qty	Description
137209	1	Loose Equipment per attached list
1362	1	Progress photos
102	1	ADD "C" Frame Liner
104	1	upgrade to 27,000# rear axle
106	1	TAK-4 Suspension
120	1	Wheel Chocks and Mounts
131	1	Cummins L9 400hp to 450hp SL9
143	1	Add Extended Bumper
145	1	Bumper tray with cover
147	1	Linex Bumper Coating
153	1	Mounting plate on engine tunnel
156	1	Safety System
157	1	Driver Safety Seat
158	4	SCBA Safety Seat
163	1	EMS Compartment w outside access (each)
164	1	Upgrade SCBA Bracket to Hands Free
Osk-17	1	Streamlight brand rechargeable flashlights in cab - qty 4
179	2	Spare radio wiring
190	1	Camera System Rear only
198	1	Intercom Wireless System 2 - Radio
199	4	Intercom Headset - Wired
183	1	install Customer MDT with power wiring
184	2	install Customer radio
616382	1	Install Customer GPS/Multimode antenna
772846	1	Knox Box Key storage Wifi
201	1	IOTA Charger
208	1	Auto-eject 20 amp
216	1	LED Headlights
218	1	12 volt LED Flood Brow light
217	1	12 volt LED Scene
221	1	12 volt LED Flood Recessed or surface (per light)
232	1	NY Hose Bed
83488	2	Additional hosebed divider
245	2	Full Height - Depth Compartments
23650	1	Credit full height on driver side
625184	1	Stainless Compartment drip pans
248	1	LED Compartment Lighting base upgrade lighting
263	5	Adjustable Compartment shelves
267	4	Slide-out floor tray
265	3	Swing-out tool board
273	4	SCBA Cylinder storage in fender panel double (each)
246	1	Ladder Storage next to tank
279	1	Increase Pump from 1500 to 2000 gpm
486	1	Piston Intake
284	1	add 2.5" suction inlet
289	1	1.5" discharge front bumper
292	1	2.5" Discharge (REAR)

297	1	Extenda-gun 12"
543604	1	Akron 3431 Hi-Riser
303	1	Provide (2) Speedlays IPO Crosslay
329	1	Add Top Pump Control
318	1	Pierce Husky 3, Single Agent (3) discharges
322	1	Foam Cell 20 Gallons
345	1	LED Emergency Light Package
372	1	Traffic Directing light bar "A"
429	1	Two-tone Cab paint
430	1	Undercoating, Cab & Body, Ziebart
440	1	Graphics Upgrade 3

Base Bid
Published Options
Total Published Options
Unpublished Options
Total Options w/o HGAC Fee

Published Options	Unpublished Options
	\$6,669.32
	\$525.00
\$3,211.00	
\$2,200.00	
\$16,751.00	
\$966.00	
\$1,748.00	
\$2,770.00	
\$1,064.00	
\$418.00	
\$424.00	
\$10,116.00	
\$774.00	
\$3,664.00	
\$3,640.00	
\$3,012.00	
\$891.00	
\$252.00	
\$1,419.00	
\$7,269.00	
\$1,064.00	
\$1,042.00	
\$1,894.00	
	\$405.00
	\$1,190.00
\$1,061.00	
\$541.00	
\$1,961.00	
\$2,241.00	
\$1,332.00	
\$7,504.00	
\$2,259.00	
	\$1,399.00
\$13,632.00	
	-\$3,408.00
	\$956.00
\$1,833.00	
\$995.00	
\$3,368.00	
\$5,241.00	
\$3,600.00	
\$4,881.00	
\$7,848.00	
\$1,910.00	
\$1,260.00	
\$2,426.00	
\$1,833.00	

\$4,489.00	
	\$5,604.00
\$6,321.00	
\$8,128.00	
\$10,580.00	
\$1,568.00	
\$12,713.00	
\$2,013.00	
\$2,258.00	
\$648.00	
\$3,991.00	

\$439,231.00	
\$183,024.00	
\$622,255.00	
\$13,340.32	2.14%
\$635,595.32	



City of Broken Arrow

Request for Action

File #: 19-1537, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Approval of and authorization to execute Agreement for Professional Consultant Services with Poe & Associates, Inc. for providing design services on the Houston Street Widening from Garnett Road to Olive Avenue project (Project Number ST2036)

Background:

The Houston Street Widening from Garnett Road to Olive Avenue project is a named 2018 General Obligation Bond project, which was scheduled to begin design work but required an A/E firm selection. With this in mind, the Engineering & Construction Department selected the A/E firm Poe & Associates, Inc. from the list of ranked and qualified firms which submitted statements of qualifications for the 2018 General Obligation Bond Proposition 1, Transportation Projects, to negotiate a design agreement.

The design agreement the Engineering & Construction Department negotiated with Poe & Associates, Inc. for this project includes improvements and widening of Houston Street from the eastern radii of the Houston Street and Garnett Road intersection and will extend through and include improvements to the Houston Street and Olive Avenue intersection. The project shall include widening the existing three lane asphalt roadway to a five lane asphalt roadway with the addition of curb & gutter, a five foot sidewalk on the South side, a ten foot multi use trail on the North side, and an enclosed storm sewer system. Water and sewer line relocations/upgrades, as required, shall also be included in the project as well as improvements to the existing bridges over Haikey Creek and Olive creek. This project shall also include services for the following: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, assistance during acquisition, any and all governmental agency coordination/permitting, and identification of and need for coordination of utility relocations.

Cost: \$410,657.00

Funding Source: 2018 General Obligation Bond

Requested By: Michael D. Kyser, Interim Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of Agreement for Professional Consultant Services with Poe & Associates, Inc.

**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
HOUSTON STREET WIDENING FROM GARNETT ROAD TO OLIVE AVENUE
PROJECT ST2036**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Poe & Associates, Inc., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to provide design plans for the Houston Street widening from Garnett Road to Olive Avenue (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation and Additional Services.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

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ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER, pursuant to a non-exclusive license to use the work product for project purposes only.

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

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ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

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

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

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

CONSULTANT: Poe & Associates, Inc.
4606 S. Garnett Road, Suite 600
Tulsa, OK 74146-5200
(918) 665-8800
Contact Name: Lee A. Cobb, Jr.
Senior Vice President

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

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Poe & Associates, Inc.

By: _____

Lee A. Cobb, Jr., Sr. Vice President

Date: _____

12-19-19

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Attest: _____

Notary Public

Date: _____

Date: _____

Approved as to form:

12/20/19
Assistant City Attorney

VERIFICATION

State of OKLAHOMA)
) §
County of TULSA)

Before me, a Notary Public, on this 19th day of December, 2019, personally appeared Lee A. Cobb, Jr., known to be to be the (President, Vice-President, Corporate Officer, Member, or Other of Poe & Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Nov. 18, 2022

Katherine R. Gaches
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
HOUSTON STREET WIDENING FROM GARNETT ROAD TO OLIVE AVENUE
PROJECT NO. ST2036**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Houston Street widening from Garnett Road to Olive Avenue. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 5,200,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This project consists of improvements and widening of Houston Street from Garnett Road east to Olive Street, including the intersection of Houston and Olive. The project shall include widening the existing three lane asphalt roadway to a five lane section with the addition of a sidewalk on the North side and a ten foot multiuse trail on the south side. Vertical roadway profile improvements might be included in the design while utilizing existing roadway pavement in the design where feasible. Widening and improvements to the existing bridge box over Haikey Creek and over Olive Creek located on Houston Street east of Olive intersection, along with miscellaneous structures shall be included as part of the design project. The project shall also include services for the following: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, and assistance during acquisition, identification of the need for utility relocations, any and all governmental agency coordination/permitting, and the coordination of utility relocations. Coordination will be required on this project in order to tie into current design project from along Houston Street from Olive Street to Aspen Avenue.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s) as well as structure foundations; perform civil design including water

and sewer lines, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures as well as bridge sizing/configuration. All necessary structural design required for the project including foundation design shall be performed by the CONSULTANT. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Bridge & Structural, Paving, and Miscellaneous Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- Governmental Agency Coordination/Permitting

3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
- 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
- 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
- 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in

conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

- 3.2.4 Determine existing right-of-way and easements.
- 3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.4.
- 3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2018 version preferred) and one (1) PDF file of the final survey.

3.3 PLANNING AND CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 With City input, establish project goals and alignments for streets, storm sewers, sanitary sewers and water lines as required.
- 3.3.2 Develop conceptual plan, and alternatives as needed, for street and storm water improvements.
- 3.3.3 Develop a conceptual plan for sanitary sewers and water line improvements as required.
- 3.3.4 Perform conceptual stream/bridge hydraulics analysis and develop conceptual plan, and alternatives as needed, for bridge improvements. Services include:
 - Hydraulic calculations and modeling for Haikey Creek with channel improvements to accommodate the bridge.
 - Establish bridge configuration to accommodate no-rise conditions.
 - Prepare General Plan and Elevation for Bridge.
 - Prepare a Hydraulic Report summarizing the findings.
- 3.3.5 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.
- 3.3.6 A Section 404 Permit from the U.S. Army Corps of Engineers (USACE) Tulsa District is anticipated for the bridge crossing and shall begin during the Planning and Conceptual Design Phase.
 - Prepare exhibits and hold a pre-consultation meeting with the USACE to determine which type of permit is required of the three (3) types: Nationwide Permits, General Permits (for which standard 401 Certifications have been issued by DEQ), and Individual Permits, which require a separate 401 certification from DEQ. The CITY shall be responsible for the application and all associated fees.
 - Services required for obtaining the individual 404 Permit include:
 - Preparation of application.
 - A jurisdictional waters and wetlands evaluation resulting in a waters and wetlands report.
 - Threatened and Endangered Species Habitat Assessment for coordination with US Fish and Wildlife Service.
 - Swallow assessment.
 - A Section 404 Clean Water Act Permit is required from the US Army Corps of Engineers (USACE) for any projects involving temporary or permanent fill in jurisdictional waters or wetlands.
 - A 401 Water Quality Certification is required from

Oklahoma Department of Environmental Quality (DEQ) to accompany the 404 Permit.

- Services for mitigation will be provided under separate Agreement.
- 3.3.7 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
- 3.3.8 Identify "Ultimate" right-of-way required to accommodate construction of project and necessary utility relocation.
- 3.3.9 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred, or earlier version), one (1) PDF file of the Planning & Conceptual design, and planning & conceptual cost estimate using 20% contingency.
- 3.3.10 The Planning and Conceptual Design Phase submittal shall include:
- Land Survey
 - Hydraulic Report
 - Biological Studies Report, Species Assessment (began as needed)
 - Biological Studies Report, Potential and Wetlands Evaluation (began as needed)
 - Cultural Resources Report (began as needed)
 - Title Sheet
 - Typical Sections
 - Right-of-Way Map & Data (Existing Right-of-Way)
 - Survey Data Sheet
 - Plan and Profiles (Conceptual)
 - General Plan and Elevation for Bridge
 - Typical Section for Bridge
 - Construction Sequence for Bridge
 - Identify any Public Utility Relocations on P&P
 - Conceptual cross sections
- 3.3.11 Planning & Conceptual Design Review.
- 3.3.12 Attend a meeting with the CITY to review the Conceptual Design Phase submittal and provide meeting minutes.

3.4 RIGHT-OF-WAY DESIGN PHASE: Following approval of the Planning and Conceptual Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.4.1 Prepare "Ultimate", see Section 6.4.2 of Engineering Design Criteria Manual, right-of-way documents, in both Microsoft Word and PDF formats along with closure reports, based upon the comments received from the conceptual design review and coordination with utility companies.
- 3.4.1.1 Prepare "Ultimate" right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.
- 3.4.1.2 Prepare Right-of-Way map/plan sheet(s).
- 3.4.1.3 Procure and provide Property Reports on unplatted properties and properties with less than "Ultimate" Right-of-Way currently provided.

- 3.4.1.4 Provide acquisition support services.
- 3.4.1.5 Submit, **prior to completion of the preliminary design phase**, three (3) bound sets of ½ size plan sheets and one (1) set of legal instruments, in both Microsoft Word and PDF formats, indicating “Ultimate” right-of-way documents for the project final taking/acquisitions requirements.
- 3.4.2 Provide one time only right-of-way staking services for 4 parcels (**assumed for initial estimating purposes**).
- 3.5 PRELIMINARY DESIGN PHASE: Following approval of the Planning and Concept Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.5.1 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.
 - 3.5.2 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.
 - 3.5.3 Perform preliminary roadway geometric layout and design.
 - 3.5.4 Perform preliminary bridge layout and design as well as miscellaneous preliminary structural design.
 - 3.5.5 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.
 - 3.5.6 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.
 - 3.5.7 Conduct pre-final coordination with private and public utility companies.
 - 3.5.7.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.
 - 3.5.7.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
 - 3.5.7.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).
 - 3.5.8 Prepare preliminary special provisions.
 - 3.5.9 Prepare preliminary quantity estimate.
 - 3.5.10 Prepare preliminary construction cost estimate using 15% contingency.
 - 3.5.11 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.
 - 3.5.12 The Preliminary Design Phase submittal shall include:
 - Geotechnical Investigation Report for Bridge
 - Biological Studies Report, Potential and Wetlands Evaluation (completed as needed)

- Cultural Resources Report (completed as needed)
- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Right of Way Map with proposed right of way
- Project Drainage Area Map
- Right-of-Way Map & Data
- Survey Data Sheet
- Plan and Profiles
- General Plan and Elevation for Bridge
- Typical Section for Bridge
- Construction Sequence for Bridge
- Public Utility Relocation Sheets, as necessary
- Special Details Sheets, as necessary
- Cross Section Sheets

3.5.13 Preliminary Design Review.

3.5.14 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.

3.6 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.6.1 Conduct all necessary design functions required to complete the final design phase of the project.

3.6.2 Coordinate with FEMA.

3.6.3 Finalize utility relocation coordination as necessary.

3.6.4 Prepare and complete final design.

3.6.5 Prepare detailed construction plans in conformance with appropriate drafting standards.

3.6.6 Prepare final quantity estimates.

3.6.7 Prepare final estimate of construction costs with a 10% contingency.

3.6.8 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.

3.6.9 Prepare Contract proposals in units compatible with Broken Arrow specifications.

3.6.10 Submit six (6) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.

3.6.11 The Final Design Phase submittal shall include:

- Structural Design Calculations
- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Quantity & Miscellaneous Summaries
- Summary of Drainage Structures, as needed
- Storm Water Management Plan (SWP3)
- Project Drainage Area Map
- Right-of-Way Map & Data
- Survey Data Sheet
- Plan and Profiles

- Waterline Relocation Sheets, as necessary
- Sanitary Sewer Relocation Sheets, as necessary
- Intersection Details (tie-in to intersection plans by others)
- Miscellaneous Details Sheet
- General Plan and Elevation for Bridge Boxes
- Bridge Box Construction Phasing
- Special Box Details, as needed
- Riprap Details
- Special Details, as needed
- Signing & Striping
- Construction Sequencing/Traffic Control
- Cross Sections
- Standard Construction Drawings

3.6.12 Final Design Review.

3.6.13 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.

3.6.14 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.6.15 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

3.7 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.7.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).

3.7.2 Attend and conduct a pre-bid conference as required by Owner.

3.7.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.

3.7.4 Assist in preparing addenda and addenda plan sheets as required.

3.8 PROJECT CLOSE-OUT PHASE:

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.8.1 Incorporate changes into the drawings and produce Record Drawings.

3.8.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).

3.8.3 Submit any revisions to the Design Manual caused by construction changes.

3.9 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the Consultant as necessary.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
HOUSTON STREET WIDENING FROM GARNETT ROAD TO OLIVE AVENUE
PROJECT NO. ST2036**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Storm Water Management Plan (SWP3);
- 1.6 Project Drainage Area Map;
- 1.7 Right-of-Way Map & Data;
- 1.8 Survey Data Sheet;
- 1.9 Plan and Profiles (roadway & public utilities as necessary);
- 1.10 Miscellaneous Details;
- 1.11 General Plan and Elevation (as necessary);
- 1.12 Bridge Typical Section (as necessary);
- 1.13 Bridge Construction Phasing (as necessary);
- 1.14 Special & Structural/Bridge Details (as necessary);
- 1.15 Signing & Striping;
- 1.16 Construction Sequencing/Traffic Control
- 1.17 Cross Sections; and
- 1.18 Standard Construction Drawings.

2.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way Plans;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed 4 parcels**, at agreed upon unit price per parcel).

3.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Hydrology and Hydraulic Calculations;
- 3.2 Overall Project Drainage Map;
- 3.3 Drainage Summary Tables;
- 3.4 Stormwater Pollution Prevention Plan (SWP3)
 - 3.4.1 Report;
 - 3.4.2 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
 - 3.4.3 Owner, Contractor and Engineer's Certifications;
 - 3.4.4 Approved Grading/Erosion Control Construction Plans; and
 - 3.4.5 Standard Erosion Control Details

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 4.1 Structural Design Calculations
 - 4.1.1 Bridge Designs;
 - 4.1.2 Retaining Earth; and
 - 4.1.3 Miscellaneous Structures
- 4.2 Water Analysis Calculations (Title 252: Chapter 626):
 - 4.2.1 Water Flow Projections and Analysis;
 - 4.2.2 Pressure and Velocity Analysis; and
- 4.3 Wastewater Collection System Design (Title 252: Chapter 656):
 - 4.3.1 Wastewater Flow Projections;
 - 4.3.2 Gravity flow analysis showing flow velocities;
 - 4.3.3 Lift station design;
- 4.4 Other Engineer Design Calculations

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 5.1 Bid Documents:
 - 5.1.1 Electronic bid proposal in format provided.
 - 5.1.2 Written description of construction project.
 - 5.1.3 Construction duration in calendar days.

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5.2 Project Conditions:

5.2.1 Special Conditions.

5.3 Construction Specifications

6.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

6.1 Drawings:

6.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.

6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

6.2 Design Manual:

6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.

6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
HOUSTON STREET WIDENING FROM GARNETT ROAD TO OLIVE AVENUE
PROJECT NO. ST2036**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 BASIC COMPENSATION

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

- 1.1 Task 1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$37,962.00** for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Planning and Conceptual Design Payment:
 - 1.2.1 Task 2.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$43,790.00** for the completion of the Planning and Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.2.2 Task 2.2. The OWNER shall pay the CONSULTANT a fee not to exceed amount of **\$24,990.00** for the completion of the HEC-RAS/Hydraulic Report, CLOMR & LOMR as required in the Planning and Conceptual Design Phase (and extending through other phases of the contract as necessary). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.2.3 Task 2.3. The OWNER shall pay the CONSULTANT a fee not to exceed amount of **\$5,250.00** for the completion of all necessary environmental studies as required in the Planning and Conceptual Design Phase (and extending through other phases of the contract as necessary). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. Right-of-Way Design Payment: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$4,900.00** (based upon an assumed 4 of parcels priced at **\$1,225.00** per parcel) for the completion of the Right-of-Way Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Preliminary Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$107,000.00** for the completion of

the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.5 Task 5. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$181,800.00** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$1,565.00** for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 Task 7. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,400.00** for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.8 Task 8. Construction Assistance Phase Payment (Additional Services): The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of December 4, 2019.

Professional Services

Senior Engineer / Project Manager	\$ 170.00
Senior Engineering Technician	\$108.00
Surveyor	\$ 90.00
Survey Field Crew	\$ 162.00

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

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6.0 ADJUSTMENT CLAUSE

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

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**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
HOUSTON STREET WIDENING FROM GARNETT ROAD TO OLIVE AVENUE
PROJECT NO. ST2036**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th day of January, 2020. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

1.0 LAND SURVEY PHASE: 45 Days

- 1.1 Notice to Proceed:
- 1.2 Conduct Topographical Surveying:
- 1.3 Submit Land Survey:
- 1.4 Owner Review:

2.0 PLANNING AND CONCEPTUAL DESIGN PHASE: 45 Days

- 2.1 Notice to Proceed:
- 2.2 Prepare & Submit Conceptual (30%) Plans:
- 2.3 Owner Review:

3.0 RIGHT-OF-WAY DESIGN PHASE: 30 Days

- 2.1 Notice to Proceed (concurrent with preliminary design phase):
- 2.2 Prepare & Submit "Ultimate" Right-of-Way Documents including: right-of-way map/plans, instruments, closure reports, and certified property reports.
- 2.3 Owner Review:
- 2.4 Right-of-Way Staking (as required for an assumed 4 of parcels):

4.0 PRELIMINARY DESIGN PHASE: 90 Days

- 4.1 Notice to Proceed (concurrent with R/W phase):
- 4.2 Conduct Geotechnical Investigation & Provide Recommendations/Report
- 4.3 Coordinate & Review utility relocation plans:
- 4.4 Prepare & Submit Preliminary (60%) Plans:
- 4.5 Owner Review:

5.0 FINAL DESIGN PHASE:

120 Days

- 5.1 Notice to Proceed:
- 5.2 Finalize utility relocation plans:
- 5.3 Prepare & Submit final (90%) plans and Specifications for City Review:
- 5.4 Prepare final cost estimate:
- 5.5 Prepare Design Report:
- 5.6 Owner review:
- 5.7 Prepare & Submit bid documents (100% plans and specifications):

6.0 ASSISTANCE DURING BIDDING PHASE:

- | | | |
|-----|---------------------------------|-------------------|
| 6.1 | Providing bid documents: | To be determined. |
| 6.2 | Attend pre-bid conference: | To be determined. |
| 6.3 | Answer RFI's & prepare addenda: | To be determined. |

7.0 PROJECT CLOSE-OUT PHASE:

- | | | |
|-----|-----------------------------|---|
| 7.1 | Record Drawings: | 30 days after receipt of contractor's red-lines |
| 7.2 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

8.0 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

- | | | |
|-----|--------------------------|--|
| 8.1 | Construction assistance: | Additional services to be negotiated separately as required. |
|-----|--------------------------|--|

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POE&ASS-01

KSTEBBINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Messer-Bowers Company 6701 N Broadway Suite 201 Oklahoma City, OK 73116	CONTACT NAME:		
	PHONE (A/C, No, Ext): (405) 840-4351	FAX (A/C, No): (405) 842-1009	
	E-MAIL ADDRESS: info@messerbowers.com		
INSURED Poe & Associates Inc 4606 Garnett Rd Tulsa, OK 74146	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: THE TRAVELERS INDEMNITY CO		25658
	INSURER C: Travelers Casualty & Surety Company of America		31194
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680 00H770068 19 47	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 3A921428 19 GRP	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 004A030120 19 47	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB 008K158882 19 47	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			105841819	8/1/2019	8/1/2020	Per Claim 2,000,000
A	Valuable Papers			680 00H770068 19 47	8/1/2019	8/1/2020	Limit 1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 303909

Gen Liab Incl's: Blanket Addtl Insd, Waiver of Subrogation, Primary & Non Contrib, 30dnoc (except 10 for non pay) / Auto Liab Incl's: Blanket Addtl Insd, Waiver of Subrogation, 30dnoc (except 10 for non pay) / Work Comp Incl's: Blanket Waiver of Subrogation, 30dnoc (except 10 for non pay) all when req'd by written contract. Excess Liab is follow form to: General, Auto and Employer's Liab. Professional Liab Aggregate \$5,000,000.

Re: Proj #303909 BA Proj # ST2036 - Houston Street Widening From Garnett Road to Olive Avenue.
30DNOC applies as respects Gen, Auto & Employer's Liab in favor of the cert holder.

CERTIFICATE HOLDER

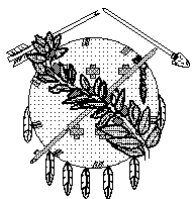
CANCELLATION

City of Broken Arrow
485 N Poplar St
Broken Arrow, OK 74012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John BOWE 1571



City of Broken Arrow

Request for Action

File #: 19-1540, **Version:** 1

Broken Arrow City Council
Meeting of: 01-07-2020

Title:

Approval of and authorization to accept Shelter Insurance's offer to settle a claim for vehicle loss, declare the vehicle surplus, release the vehicle to Shelter Insurance

Background:

A Police Department Animal Control truck was involved in a collision on November 18, 2019. The vehicle, unit number 0867, a Ford F150 pick-up truck, was purchased on April 14, 2008 for \$18,890.00. The unit was in good condition with 156,075 miles accumulated at the time of the accident. Replacement of this vehicle is undetermined at this time.

Shelter Insurance has determined the vehicle is a total loss and made an offer to settle Broken Arrow's vehicle loss at \$6,439.00

The Fleet Maintenance Division is satisfied that the settlement offer by Shelter Insurance is appropriate compensation for the vehicle based on Kelly Blue Book and National Automotive Dealers Association used car values.

Funds from this settlement will go into the Sales Tax Capital Improvement Fund.

Cost: None

Funding Source: Not applicable

Requested By: Lee Zirk, General Services Director

Approved By: City Manager's Office

Attachments: Settlement offer from Shelter Insurance

Recommendation:

Approve and authorize acceptance of the offer from Shelter Insurance to settle the claim for vehicle loss, declare the vehicle surplus and release vehicle to Shelter Insurance.



**SHELTER
INSURANCE
COMPANIES**

Cathy Roesle
Phone: 918-272-0801
Fax: 888-742-5671

Email: CRoesle@ShelterInsurance.com

December 16, 2019

CITY OF BROKEN ARROW
ATTN: KIM BAILEY
KBAILEY@BROKENARROWOK.GOV

RE: Claim Number: AT00000002720605
 Date of Loss: November 19, 2019
 Insured: Cynthia Smock

Dear Ms. Bailey:

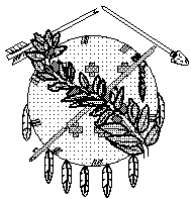
As we discussed, the 2008 Ford F150, VIN 1FTVX125X8KD60523, is a total loss.

Shelter Insurance has determined the value of the Ford is \$6,439.00.

Please let me know if this is acceptable, and I will forward the appropriate paperwork.

Sincerely,

Cathy Roesle
Claims Department



City of Broken Arrow

Request for Action

File #: 20-73, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Approval of and authorization to execute Agreement for Professional Consultant Services with CEC Corporation for providing design services on the Aspen Avenue Widening from Shreveport Street to Tucson Street project (Project Number ST2039)

Background:

The Aspen Avenue Widening from Shreveport Street to Tucson Street project is a named 2018 General Obligation Bond project which was scheduled to begin design work but required an A/E firm selection. With this in mind, the Engineering & Construction Department selected the A/E firm CEC Corporation from the list of ranked and qualified firms which submitted statements of qualifications for the 2018 General Obligation Bond Proposition 1, Transportation Projects, to negotiate a design agreement.

The design agreement the Engineering & Construction Department negotiated with CEC Corporation for this project includes improvements and widening of Aspen Avenue from Shreveport Street to Tucson Street. The project shall include widening the existing two lane asphalt roadway between Jasper Street and Tucson Street to a five lane asphalt roadway with the addition of curb & gutter and an enclosed storm sewer system. Between Shreveport Street and Jasper Street the existing asphalt pavement will be rehabilitated and widened for lane improvements as determined in the conceptual design and the existing storm sewer system will be evaluated for any necessary improvements. Right turn lanes will be added to Jasper Street in both directions at the Aspen Avenue and Jasper Street Intersection. Traffic Signal design will also be included at the Aspen Avenue and Jasper Street Intersection. Sidewalk shall be added to both sides of Aspen Avenue and water and sewer line relocations/upgrades, as required, shall also be included in the project. This project shall also include services for the following: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, assistance during acquisition, any and all governmental agency coordination/permitting, and identification of and need for coordination of utility relocations.

Cost: \$324,960.00

Funding Source: 2018 General Obligation Bond

Requested By: Michael D. Kyser, Interim Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of Agreement for Professional Consultant Services with CEC Corporation

**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CEC CORPORATION
FOR
ASPEN AVENUE WIDENING FROM SHREVEPORT STREET TO TUCSON STREET
PROJECT ST2039**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and CEC Corporation, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to provide design plans for the Aspen Avenue widening from Shreveport Street to Tucson Street (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation and Additional Services.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

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ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER, pursuant to a non-exclusive license to use the work product for project purposes only.

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

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ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

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

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

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

CONSULTANT: CEC Corporation
4555 W. Memorial Road
Oklahoma City, OK 73142
(918) 663-9401
Contact Name: Shannon Hanks, Streets and Stormwater
Team Coordinator

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

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

Attest: _____
City Clerk [Seal]

Date: _____

Approved as to form:

12/27/19
[Signature]
Assistant City Attorney

CONSULTANT:

CEC Corporation

By: [Signature]
Martin P. Hepp, President

Date: 12/18/19

(CORPORATE SEAL, IF APPLICABLE)

Attest: [Signature]
Notary Public

Date: 12/18/19



VERIFICATION

State of _____)
County of _____) §

Before me, a Notary Public, on this _____ day of _____, 2019, personally appeared Martin P. Hepp, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: President) of CEC Corporation, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CEC CORPORATION
FOR
ASPEN AVENUE WIDENING FROM SHREVEPORT STREET TO TUCSON STREET
PROJECT NO. ST2039**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Aspen Avenue widening from Shreveport Street to Tucson Street. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 6,500,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This project consists of improvements and widening of Aspen Avenue from Shreveport Street to Tucson Street. The project shall include widening the existing two-lane asphalt roadway between Jasper Street and Tucson Street to a five-lane section with curb and gutter and an underground storm drain system. Between Shreveport Street and Jasper Street the existing asphalt pavement will be rehabilitated and widening for lane improvements as determined in the conceptual design and the existing storm drain system will be evaluated for any necessary improvements. Right turn lanes will be added to Jasper Street in both directions at the Aspen Avenue and Jasper Street Intersection. Signal design will also be included at the Aspen Avenue and Jasper Street Intersection. Sidewalk shall be added to both sides of Aspen Avenue and water and sewer line relocation/upgrades will be included as required. Vertical roadway profile improvements shall be included in the design while utilizing existing roadway pavement in the design where feasible. The project shall also include services for the following: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, assistance during acquisition, identification of the need for utility relocations, any and all governmental agency coordination/permitting, and the coordination of utility relocations.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s); perform civil design including water and sewer lines, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Paving, and
- Miscellaneous Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- Governmental Agency Coordination/Permitting

3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
- 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
- 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
- 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in

conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

- 3.2.4 Determine existing right-of-way and easements.
- 3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.4.
- 3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2018 version preferred) and one (1) PDF file of the final survey.

3.3 **PLANNING AND CONCEPTUAL DESIGN PHASE:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 With City input, establish project goals and alignments for streets, storm sewers, sanitary sewers and water lines as required.
- 3.3.2 Develop conceptual plan, and alternatives as needed, for street and stormwater improvements.
- 3.3.3 Develop a conceptual plan for sanitary sewers and water line improvements as required.
- 3.3.4 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.
- 3.3.5 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
- 3.3.6 Identify "Ultimate" right-of-way required to accommodate construction of project and necessary utility relocation.
- 3.3.7 Submit six (6) bound sets of 1/2 size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred, or earlier version), one (1) PDF file of the Planning & Conceptual design, and planning & conceptual cost estimate using 20% contingency.
- 3.3.8 The Planning and Conceptual Design Phase submittal shall include:
 - Land Survey
 - Title Sheet
 - Typical Sections
 - Right-of-Way Map & Data (Existing Right-of-Way)
 - Survey Data Sheet
 - Plan and Profiles (Conceptual)
 - Construction Sequence
 - Identify any Public Utility Relocations on P&P
 - Conceptual cross sections
- 3.3.9 Planning & Conceptual Design Review.
- 3.3.10 Attend a meeting with the CITY to review the Conceptual Design Phase submittal and provide meeting minutes.

3.4 **RIGHT-OF-WAY DESIGN PHASE:** Following approval of the Planning and Conceptual Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.4.1 Prepare "Ultimate", see Section 6.4.2 of Engineering Design Criteria Manual, right-of-way documents, in both Microsoft Word and PDF formats along with closure reports, based upon the

comments received from the conceptual design review and coordination with utility companies.

3.4.1.1 Prepare "Ultimate" right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.

3.4.1.2 Prepare Right-of-Way map/plan sheet(s).

3.4.1.3 Procure and provide Property Reports on unplatted properties and properties with less than "Ultimate" Right-of-Way currently provided.

3.4.1.4 Provide acquisition support services.

3.4.1.5 Submit, **prior to completion of the preliminary design phase**, three (3) bound sets of ½ size plan sheets and one (1) set of legal instruments, in both Microsoft Word and PDF formats, indicating "Ultimate" right-of-way documents for the project final taking/acquisitions requirements.

3.4.2 Provide one time only right-of-way staking services for **16** parcels (**assumed for initial estimating purposes**).

3.5 PRELIMINARY DESIGN PHASE: Following approval of the Planning and Concept Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.5.1 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.

3.5.2 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.

3.5.3 Perform preliminary roadway geometric layout and design.

3.5.4 Perform intersection and signal design at the Jasper Street intersection.

3.5.5 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.

3.5.6 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.

3.5.7 Conduct pre-final coordination with private and public utility companies.

3.5.7.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.

3.5.7.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.

3.5.7.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.5.8 Prepare preliminary special provisions.

3.5.9 Prepare preliminary quantity estimate.

- 3.5.10 Prepare preliminary construction cost estimate using 15% contingency.
- 3.5.11 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.
- 3.5.12 The Preliminary Design Phase submittal shall include:
 - Geotechnical Investigation Report for Bridge
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Right of Way Map with proposed right of way
 - Project Drainage Area Map
 - Right-of-Way Map & Data
 - Survey Data Sheet
 - Plan and Profiles
 - Construction Sequence
 - Public Utility Relocation Sheets, as necessary
 - Special Details Sheets, as necessary
 - Cross Section Sheets
- 3.5.13 Preliminary Design Review.
- 3.5.14 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.
- 3.6 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.6.1 Conduct all necessary design functions required to complete the final design phase of the project.
 - 3.6.2 Finalize utility relocation coordination as necessary.
 - 3.6.3 Prepare and complete final design.
 - 3.6.4 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.6.5 Prepare final quantity estimates.
 - 3.6.6 Prepare final estimate of construction costs with a 10% contingency.
 - 3.6.7 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
 - 3.6.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
 - 3.6.9 Submit six (6) bound sets of ½ size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of ½ size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
 - 3.6.10 The Final Design Phase submittal shall include:
 - Structural Design Calculations
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Quantity & Miscellaneous Summaries
 - Summary of Drainage Structures, as needed

- Storm Water Management Plan (SWP3)
- Project Drainage Area Map
- Right-of-Way Map & Data
- Survey Data Sheet
- Plan and Profiles
- Waterline Relocation Sheets, as necessary
- Sanitary Sewer Relocation Sheets, as necessary
- Intersection Details (tie-in to intersection plans by others)
- Miscellaneous Details Sheet
- Special Details, as needed
- Joint Layout Plans
- Signal Plans
- Signing & Striping
- Construction Sequencing/Traffic Control
- Cross Sections
- Standard Construction Drawings

3.6.11 Final Design Review.

3.6.12 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.

3.6.13 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.6.14 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

3.7 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.7.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).

3.7.2 Attend and conduct a pre-bid conference as required by Owner.

3.7.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.

3.7.4 Assist in preparing addenda and addenda plan sheets as required.

3.8 PROJECT CLOSE-OUT PHASE:

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.8.1 Incorporate changes into the drawings and produce Record Drawings.

3.8.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).

3.8.3 Submit any revisions to the Design Manual caused by construction changes.

3.9 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

Construction Assistance is considered an additional service not included in

the Scope of Services and will be negotiated with the Consultant as necessary.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CEC CORPORATION
FOR
ASPEN AVENUE WIDENING FROM SHREVEPORT STREET TO TUCSON STREET
PROJECT NO. ST2039**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Storm Water Management Plan (SWP3);
- 1.6 Project Drainage Area Map;
- 1.7 Right-of-Way Map & Data;
- 1.8 Survey Data Sheet;
- 1.9 Plan and Profiles (roadway & public utilities as necessary);
- 1.10 Miscellaneous Details;
- 1.11
- 1.12 Signing & Striping;
- 1.13 Joint Layout Plans
- 1.14 Construction Sequencing/Traffic Control
- 1.15 Cross Sections; and
- 1.16 Standard Construction Drawings.

2.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way Plans;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed 16 parcels**, at agreed upon unit price per parcel).

- 3.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 3.1 Hydrology and Hydraulic Calculations;
 - 3.2 Overall Project Drainage Map;
 - 3.3 Drainage Summary Tables;
 - 3.4 Stormwater Pollution Prevention Plan (SWP3)
 - 3.4.1 Report;
 - 3.4.2 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
 - 3.4.3 Owner, Contractor and Engineer's Certifications;
 - 3.4.4 Approved Grading/Erosion Control Construction Plans; and
 - 3.4.5 Standard Erosion Control Details
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 4.1 Other Engineer Design Calculations (As Needed)
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 5.1 Bid Documents:
 - 5.1.1 Electronic bid proposal in format provided.
 - 5.1.2 Written description of construction project.
 - 5.1.3 Construction duration in calendar days.
 - 5.2 Project Conditions:
 - 5.2.1 Special Conditions.
 - 5.3 Construction Specifications
- 6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 6.1 Drawings:
 - 6.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
 - 6.1.2 Adobe Acrobat (pdf) files of CAD drawings.
 - 6.2 Design Manual:
 - 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
 - 6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CEC CORPORATION
FOR
ASPEN AVENUE WIDENING FROM SHREVEPORT STREET TO TUCSON STREET
PROJECT NO. ST2039**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 7th day of January, 2020.

1.0 BASIC COMPENSATION

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

- 1.1 Task 1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$47,000** for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Planning and Conceptual Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$89,922.00** for the completion of the Planning and Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. Right-of-Way Design Payment: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$14,800.00** (based upon an assumed **16** of parcels priced at **\$925.00** per parcel. Includes preparation of the legal documents, obtaining the property report from a licensed abstractor, and staking the proposed right-of-way) for the completion of the Right-of-Way Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Preliminary Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$102,773.00** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Task 5. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$63,831.00** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$4,494.00** for the Assistance

During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.7 Task 7. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$2,140.00** for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.8 Task 8. Construction Assistance Phase Payment (Additional Services): The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of Month day, year .

Professional Services

Practice Leader	\$ 211.00
Senior Project Engineer	\$ 190.00
Project Engineer	\$158.00
Engineer Intern	\$94.00
Design Technician	\$96.00
Registered Surveyor PLS	\$ 163.00
Survey Field Technician	\$ 73.00

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

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6.0 ADJUSTMENT CLAUSE

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

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**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CEC CORPORATION
ASPEN AVENUE WIDENING FROM SHREVEPORT STREET TO TUCSON STREET
PROJECT NO. ST2039**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 7th day of January, 2020.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CEC CORPORATION
FOR
ASPEN AVENUE WIDENING FROM SHREVEPORT STREET TO TUCSON STREET
PROJECT NO. ST2039**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th day of January, 2020. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

- | | | |
|------------|---|-----------------|
| 1.0 | LAND SURVEY PHASE: | 45 Days |
| 1.1 | Notice to Proceed: | |
| 1.2 | Conduct Topographical Surveying: | |
| 1.3 | Submit Land Survey: | |
| 1.4 | Owner Review: | |
|
 | | |
| 2.0 | PLANNING AND CONCEPTUAL DESIGN PHASE: | 55 Days |
| 2.1 | Notice to Proceed: | |
| 2.2 | Prepare & Submit Conceptual (30%) Plans: | |
| 2.3 | Owner Review: | |
|
 | | |
| 3.0 | RIGHT-OF-WAY DESIGN PHASE: | 45 Days |
| 2.1 | Notice to Proceed (concurrent with preliminary design phase): | |
| 2.2 | Prepare & Submit "Ultimate" Right-of-Way Documents including: right-of-way map/plans, instruments, closure reports, and certified property reports. | |
| 2.3 | Owner Review: | |
| 2.4 | Right-of-Way Staking (as required for an assumed 16 of parcels): | |
|
 | | |
| 4.0 | PRELIMINARY DESIGN PHASE: | 116 Days |
| 4.1 | Notice to Proceed (concurrent with R/W phase): | |
| 4.2 | Conduct Geotechnical Investigation & Provide Recommendations/Report | |
| 4.3 | Coordinate & Review utility relocation plans: | |
| 4.4 | Prepare & Submit Preliminary (60%) Plans: | |
| 4.5 | Owner Review: | |

5.0 FINAL DESIGN PHASE:

99 Days

- 5.1 Notice to Proceed:
- 5.2 Finalize utility relocation plans:
- 5.3 Prepare & Submit final (90%) plans and Specifications for City Review:
- 5.4 Prepare final cost estimate:
- 5.5 Prepare Design Report:
- 5.6 Owner review:
- 5.7 Prepare & Submit bid documents (100% plans and specifications):

6.0 ASSISTANCE DURING BIDDING PHASE:

- | | | |
|-----|---------------------------------|-------------------|
| 6.1 | Providing bid documents: | To be determined. |
| 6.2 | Attend pre-bid conference: | To be determined. |
| 6.3 | Answer RFI's & prepare addenda: | To be determined. |

7.0 PROJECT CLOSE-OUT PHASE:

- | | | |
|-----|-----------------------------|---|
| 7.1 | Record Drawings: | 30 days after receipt of contractor's red-lines |
| 7.2 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

8.0 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

- 8.1 Construction assistance: Additional services to be negotiated separately as required.

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City of Broken Arrow

Request for Action

File #: 20-78, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Approval of and authorization to execute Change Order Number 3 to Police/Fire Command Post from Farber Specialty Vehicles, for the Police Department

Background:

The Police Department is requesting that the City approve Change Order Number 3 from Farber Specialty Vehicles. The Command Post being built presently, has proposed a change order for communication and monitoring equipment to allow for increased multi-agency response to events and/or disasters for the City of Broken Arrow. This change order is specifically for internal wiring and electronics that must be completed before the chassis is completed due to the expense of retro fitting these items. This change will greatly enhance its collaboration and interoperability asset for the Police, Fire and all city departments for many years to come. Several Police Department projects have been identified to re-program funding for this request. The attached document outlines the proposal on funds to be used and the items to be installed by Farber Specialty Vehicles.

This Change order financing comes from the following sources:

CIP Project Number	Funding Value	Project Reason
203012	\$20,000	Radars

Radar expenses have been accounted for in the vehicle build process by the creation of specific vehicle sub-accounts.

203008	\$18,000	SOT Vest
--------	----------	----------

This is an active project now in the competitive bidding process. We have credible information to suggest the project will come in \$5,000 under-budget.

203016	\$25,000	SIU Surveillance Cameras
--------	----------	--------------------------

Project is in the research phase, anticipated to be \$6,000 under-budget

There is an open purchase order pending with Farber, the cost of this change order will be added to the purchase order.

Cost: \$30,982.00

Funding Source: Fund 44 CIP Project 191712

Requested By: Brandon C. Berryhill, Chief of Police

Approved By: City Manager's Office

Attachments: Farber Specialty Vehicles Change Order number 3.

Recommendation:

Approve and authorize execution of Change Order Number 3 to Police/Fire Command Post from Farber Specialty Vehicles, for the Police Department.

FARBER SPECIALTY VEHICLES

CUSTOMER

Broken Arrow Police (OK)
Det. Jarrod Lamborn
200 South 1st Street
Broken Arrow, OK 74012
Cell FX: 918-409-6136
jlamborn@brokenarrowok.gov

7052 Americana Parkway
Columbus Ohio, 43068
Toll Free (800) 331-3188
Fax (614)759-2098

OMNIA
PARTNERS

QUOTE/PROJECT DESCRIPTION

Contract Nbr. 128867

CHANGE ORDER # 3

TOTAL UNIT PRICE \$ 30,982.00

CONTACT	DELIVERY	SHIPPED VIA	TERMS	DATE
David Chapman	240 Days	Farber	2 UNIT	Net 30
				27-Nov-19

CHANGE ORDER # 3

QUANTITY	FINISHES & UPGRADES	UNIT PRICE	TOTAL PRICE
1	Lateral arm box awning, Up to 22 foot (MCC Unit)	\$ 5,029.00	\$ 5,029.00
	AUDIO/VIDEO OPTIONS		
3	Commercial LCD monitor - Special Monitors for slide-outs (MCC Unit)	\$ 3,180.00	\$ 9,540.00
3	Commercial LCD monitor - w/ TV tuner up to 34" with mount (MCC & SWAT)	\$ 733.00	\$ 2,199.00
2	Commercial LCD monitor w/ TV tuner up to 40" with mount (MCC Unit)	\$ 2,169.00	\$ 4,338.00
	COMPUTER		
1	Mast antenna plate, aluminum triangular (MCC Unit)	\$ 509.00	\$ 509.00
	ELECTRONICS		
1	Wireless router (MCC Unit / Cradlepoint - First Net & Verizon)	\$ 1,103.00	\$ 1,103.00
	GENERATORS & POWER SUPPLIES		
1	UPS - 4000 watts (MCC Unit)	\$ 5,984.00	\$ 5,984.00
	NON-CONTRACT ADDITIONAL / MISC. OPTIONS ITEMS		
1	Data Service Package (HDMI, DVI, USB, etc) (MCC Unit & SWAT Unit)	\$ 3,120.00	\$ 3,120.00
2	Pass Thru - Phone Boxes / Large (MCC Unit)	\$ 876.00	\$ 1,752.00
1	Project Credit	\$ (2,592.00)	\$ (2,592.00)
	TOTAL PRICE	\$ 30,982.00	

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.
Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document.

Signature

Print Name

Date

Thank you for your business!



City of Broken Arrow

Request for Action

File #: 20-96, Version: 1

**Broken Arrow City Council
Meeting of: 1/7/2020**

Title:

Ratification of the Claims List Check Register dated January 3, 2020

Background:

Council on September 3, 2019 approved Ordinance No. 3601 to allowing ratification of the claims list. For the period from December 11, 2019 through January 3, 2020. Checks, V-Cards or ACH were processed for a total of \$10,385,049.55.

(Total Includes BAMA and BAEDA)

A summary by funds and detail are attached.

Cost: \$7,291,563.53

Funding Source: Various funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated January 3, 2020.

Recommendation: Approve Ratification of Claims List Check Register dated 1/3/2020

BANK	NAME	FUND	AMOUNT
01	Arkansas Valley State Bank	010 GENERAL FUND	455,578.52
		020 BAMA	3,083,034.42
		027 CONVENTION&VISITOR BUREAU	4,378.22
		030 SALES TAX CAPITAL IMPROV	450,615.96
		031 POLICE ENHANCEMENT	525.41
		032 PARK AND RECREATION	36,435.50
		035 HOUSING URBAN DEVELOPMENT	4,256.50
		037 CRIME PREVENTION	89.92
		042 STREET LIGHT FUND	28,263.91
		043 STREET SALES TAX	403,755.65
		044 PUBLIC SAFETY SALES TAX	278,363.48
		045 PUBLIC SAFETY SALES TAX	187,592.02
		059 2008 GO BOND ISSUE	558,912.04
		060 WORKMANS COMP	63,196.45
		061 GROUP HEALTH AND LIFE	117,720.16
		070 DEBT SERVICE FUND	192,986.25
		082 AGENCY	11,065.49
		087 BAEDA	10,451.60
		091 2011 GO BOND ISSUE	271,766.58
		092 2014 GO BOND ISSUE	2,382,757.58
		093 2018 GO BOND ISSUE	302,882.38
		900 PAYROLL FUND	1,540,421.51
		Total	10,385,049.55 *
		Grand Total	10,385,049.55 *

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT	
12/13/2019	264783	583	CLEET	NOV 2019	TWWMJN COURT RPT NOV 19	010-0000-349.01-00		6/2020 Total	24.24- 24.24-	
12/13/2019	264785	5986	OSBI	NOV 2019	MUNICIPAL CRT RPT NOV 19	010-0000-349.01-00		6/2020 Total	175.74- 175.74-	
12/13/2019	264787	10093	THE WINVALE GROUP LLC	314936NF	COMPUTERS, DP & WORD PROC	010-1700-419.30-87		6/2020 Total	1,137.73 1,137.73	
12/20/2019	264813	11593	ACCTKNOWLEDGE	32480 32506	TEMP OFFICE HELP/ XI CNG TEMP OFFICE HELP/ XI CNG	010-0800-415.50-37 010-0800-415.50-37		6/2020 6/2020 Total	457.60 832.00 1,289.60	
12/20/2019	264815	11920	ADAM J. FOREMAN	2019-1475	CHRISTMAS CAROLERS	010-0315-413.40-28		6/2020 Total	300.00 300.00	
12/20/2019	264819	3444	ADM RAL EXPRESS LLC	183569-S 183571-S 183571-S 183593-S 183629-S 183655-S 183706-S 183719-S 183855-S	OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER	010-1102-419.60-03 010-6000-451.60-03 010-6005-451.60-03 010-5300-431.60-03 010-0310-413.60-03 010-0800-415.60-03 010-1800-419.60-03 010-0300-413.60-03 010-1104-419.60-03		6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	83.21 338.36 8.20 136.45 34.42 433.26 197.24 95.32 71.94 1,398.40	
12/20/2019	264835	442	AMERICAN ELECTRIC POWER	LATE FEE 9500179030 9504656920 9510396280 9516079030 952074715 9521249690 9521414070 9521479030 9522893210 9524269030 9528912632 9527371130 9528150391 9528279030 9530585300 9530813700 9534164330 9535173550 9535869030 9540308930 9541017910 9541270270 9543379030 9545064620 9546574470	LATE FEE 9599379030	11-27-19 11-27-19	010-6000-451.50-25 010-6000-451.50-25 010-6005-451.50-25 010-6005-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25 010-6000-451.50-25		6/2020 6/2020	1.52 8.43 218.61 20.52 66.14 70.41 153.57 209.92 106.04 42.63 1,824.90 31.41 249.09 98.05 108.62 130.59 132.66 216.14 793.08 184.29 82.15 4.96 40.83 106.46 123.00 4.96

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264835	442 AMERICAN ELECTRIC POWER	9547079030	9599379030 11-27-19	010-6000-451.50-25		6/2020	101.11
			9548215060	9599379030 11-27-19	010-6000-451.50-25		6/2020	116.89
			9550378160	9599379030 11-27-19	010-6000-451.50-25		6/2020	106.78
			9550999950	9599379030 11-27-19	010-6000-451.50-25		6/2020	155.55
			9555549500	9599379030 11-27-19	010-6000-451.50-25		6/2020	21.91
			9559837450	9599379030 11-27-19	010-6000-451.50-25		6/2020	206.66
			9560883360	9599379030 11-27-19	010-6000-451.50-25		6/2020	115.85
			9564267920	9599379030 11-27-19	010-6000-451.50-25		6/2020	121.13
			9565279030	9599379030 11-27-19	010-6000-451.50-25		6/2020	460.56
			9568460810	9599379030 11-27-19	010-6000-451.50-25		6/2020	20.52
			9571279030	9599379030 11-27-19	010-6000-451.50-25		6/2020	32.94
			9576407820	9599379030 11-27-19	010-6000-451.50-25		6/2020	43.51
			9579019760	9599379030 11-27-19	010-6000-451.50-25		6/2020	20.77
			9579795990	9599379030 11-27-19	010-6000-451.50-25		6/2020	45.82
			9583474821	9599379030 11-27-19	010-6000-451.50-25		6/2020	169.97
			9584079030	9599379030 11-27-19	010-6000-451.50-25		6/2020	20.84
			9585312130	9599379030 11-27-19	010-6000-451.50-25		6/2020	398.37
			9587421490	9599379030 11-27-19	010-6000-451.50-25		6/2020	183.23
			9591168540	9599379030 11-27-19	010-6000-451.50-25		6/2020	86.20
			9593179030	9599379030 11-27-19	010-6000-451.50-25		6/2020	122.11
			9599080710	9599379030 11-27-19	010-6000-451.50-25		6/2020	319.59
			9599210130	9599379030 11-27-19	010-6000-451.50-25		6/2020	44.77
							Total	7,944.06
12/20/2019	264837	30 AMERICAN PLANNING ASSOC	206880-19106	ANNUAL DUES/JILL FERENC	010-1410-419.30-85		6/2020	517.00
							Total	517.00
12/20/2019	264840	420 APAC-CENTRAL, INC	7001311320	BLANKET ORDERS	010-5300-431.60-80		6/2020	221.48
			7001314202	BLANKET ORDERS	010-5300-431.60-80		6/2020	73.50
							Total	294.98
12/20/2019	264842	42 ARROW SAFE AND LOCK INC	74123	HARDWARE, AND ALLIED ITEMS	010-8000-451.60-23		6/2020	15.60
							Total	15.60
12/20/2019	264843	11714 ARMCARE	100322	ROSE CARE/MAINT NOV 2019	010-6003-451.40-28		6/2020	2,800.00
							Total	2,800.00
12/20/2019	264844	5407 ASCE/ MEMBERSHIP	SEPTEMBER 2019	MEMBERSHIP/G FEHREL	010-1410-419.30-85		6/2020	530.00
							Total	530.00
12/20/2019	264846	229 AT&T	9181053484	9181053484 NOVEMBER 2019	010-1700-419.50-22		6/2020	15.21
							Total	15.21
12/20/2019	264852	8512 AT&T MOBILITY	287286573508	AOCT#287286573508 11/2019	010-0300-413.50-54		6/2020	80.08
			287286573508	287286573508 11/2019	010-0310-413.50-54		6/2020	20.17
			287286573508	287286573508 11/2019	010-0501-415.50-54		6/2020	40.34
			287286573508	287286573508 11/2019	010-0800-415.50-54		6/2020	489.48
			287286573508	287286573508 11/2019	010-1102-419.50-54		6/2020	40.34
			287286573508	AOCT#287286573508 10/2019	010-1200-419.50-22		6/2020	40.04
			287286573508	287286573508 11/2019	010-1200-419.50-54		6/2020	372.81
			287286573508	287286573508 11/2019	010-1415-424.50-22		6/2020	984.92
			287286573508	287286573508 11/2019	010-5300-431.50-54		6/2020	161.36
			287286573508	287286573508 11/2019	010-5310-431.50-22		6/2020	33.18

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264852	8512 AT&T MOBILITY	287286573508	287286573508 11/2019	010-5310-431.50-54		6/2020	2,562.56
			287286573508	287286573508 11/2019	010-6000-451.50-22		6/2020	66.32
			287286573508	287286573508 11/2019	010-6000-451.50-54		6/2020	80.08
			287286573508	287286573508 11/2019	010-6002-451.50-22		6/2020	33.16
							Total	5,004.82
12/20/2019	264856	6375 ATWOOD DISTRIBUTING LP	001844/M	BLANKET ORDERS	010-5300-431.60-23		6/2020	31.98
			001845/M	SHOES AND BOOTS	010-1400-419.60-10		6/2020	89.99
			001858/M	BLANKET ORDERS	010-6000-451.60-10		6/2020	14.99
			001863/M	BLANKET ORDERS	010-6000-451.60-18		6/2020	8.58
			042174/M	SHOES AND BOOTS	010-6000-451.60-10		6/2020	125.00
			045252/M	SHOES AND BOOTS	010-6000-451.60-10		6/2020	125.00
			046255/M	SHOES AND BOOTS	010-6000-451.60-10		6/2020	125.00
							Total	520.54
12/20/2019	264858	40 AVB	NOVEMBER 2019	DRAFTS FOR NOVEMBER 2019	010-0501-415.50-28		6/2020	20.41
							Total	20.41
12/20/2019	264871	71 BROKEN ARROW ELECTRIC S	S2600970.001	BLANKET ORDERS	010-6000-451.60-18		6/2020	24.97
							Total	24.97
12/20/2019	264873	4447 BUILDERS SUPPLY, INC.	562650	BLANKET ORDERS	010-6005-451.60-18		6/2020	229.38
							Total	229.38
12/20/2019	264883	501 CHAMBER OF COMMERCE	49389	SALES & MARKETING BREAKFAST	010-0315-413.30-11		6/2020	12.00
							Total	12.00
12/20/2019	264884	501 CHAMBER OF COMMERCE	49389	SALES & MARKETING BREAKFAST	010-0315-413.30-11		6/2020	12.00
							Total	12.00
12/20/2019	264889	123 CITY OF BROKEN ARROW	12-3-19	PETTY CASH CK#19633-19643	010-0000-101.03-00		6/2020	2,324.82
							Total	2,324.82
12/20/2019	264891	9204 CIVIC PLUS	192494	ANNUAL RENEWAL HOSTING	010-1700-419.30-87		6/2020	1,636.90
							Total	1,636.90
12/20/2019	264897	9151 CLEAN THE UNIFORM COCK	50094501	RENTAL 6208023 11/1/19	010-1415-424.40-31		6/2020	45.88
			50095615	RENTAL 6208023 11/8/19	010-1415-424.40-31		6/2020	45.88
			50096619	RENTAL 6208023 11/5/19	010-1415-424.40-31		6/2020	45.88
			50097850	RENTAL 6208023 11/22/19	010-1415-424.40-31		6/2020	45.88
			50098927	RENTAL 6208023 11/29/19	010-1415-424.40-31		6/2020	45.88
			50099663	RENTAL 215969 12/4/19	010-1700-419.40-33		6/2020	1.75
			50099663	RENTAL 215969 12/4/19	010-5105-432.40-31		6/2020	263.37
			50099663	RENTAL 215969 12/4/19	010-5105-432.40-33		6/2020	1.35
			50099672	RENTAL 212993 12-4-2019	010-6000-451.40-31		6/2020	19.50
			50099672	RENTAL 212993 12-4-2019	010-6003-451.40-31		6/2020	36.45
			50100112	RENTAL 215970 12-6-2019	010-5300-431.40-31		6/2020	157.23
			50100112	RENTAL 215970 12-6-2019	010-5300-431.40-33		6/2020	2.60
			50100113	RENTAL 6208023 12-6-19	010-1415-424.40-31		6/2020	45.88
			50100114	RENTAL 6205265 12-6-2019	010-5310-431.40-31		6/2020	140.47
			50100119	RENTAL 211524 12-6-2019	010-6000-451.40-31		6/2020	105.26
			50100122	RENTAL 211544 12-06-19	010-1800-419.40-33		6/2020	8.00
			50100760	RENTAL 215969 12-11-2019	010-1700-419.40-33		6/2020	1.75

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264897	9151 CLEAN THE UNIFORM COCK	50100760	RENTAL 215969 12-11-2019	010-5105-432.40-31		6/2020	13.30
			50100765	RENTAL 211523 12-11-2019	010-1700-419.40-33		6/2020	2.60
			50100767	RENTAL 212993 12-11-2019	010-6000-451.40-31		6/2020	19.50
			50100767	RENTAL 212993 12-11-2019	010-6003-451.40-31		6/2020	36.45
			50101215	RENTAL 215970 12-13-19	010-5300-431.40-31		6/2020	157.42
			50101215	RENTAL 215970 12-13-19	010-5300-431.40-33		6/2020	2.60
			50101217	RENTAL 6205265 12-13-19	010-5310-431.40-31		6/2020	140.47
			50101223	RENTAL 211524 12-13-2019	010-6000-451.40-31		6/2020	104.57
			50101888	RENTAL 215969 12-18-19	010-1700-419.40-33		6/2020	1.75
							Total	1,491.67
12/20/2019	264899	3314 CMRS-POC	11-1-30-2019	POSTAGE NOVEMBER 2019 CVB	010-1700-419.50-39		6/2020	3,095.05
							Total	3,095.05
12/20/2019	264900	5942 CONSTRUCTION INDUSTRIES	12-2-19	LICENSE RENEWAL/ JIMMY RAY	010-1415-424.30-11		6/2020	35.00
							Total	35.00
12/20/2019	264901	5942 CONSTRUCTION INDUSTRIES	12-12-2019	SUMMERS/ MITCHELL LICENSE	010-1415-424.30-11		6/2020	70.00
							Total	70.00
12/20/2019	264902	5942 CONSTRUCTION INDUSTRIES	12-2-19	LICENSE RENEWAL/ WYAGER	010-1415-424.30-11		6/2020	35.00
							Total	35.00
12/20/2019	264906	6347 COX COMMUNICATIONS	066260601	MONTHLY SRV NOV 8, 2019	010-5105-432.50-23		6/2020	98.99
			066320601	MONTHLY SERVICE 12-4-19	010-1700-419.50-22		6/2020	1,872.22
			070019601	MONTHLY SERVICE 12-3-19	010-6005-451.50-22		6/2020	226.23
			070830401	MONTHLY SRV DEC 8, 2019	010-6000-451.50-54		6/2020	147.90
			070830501	MONTHLY SRV DEC 8, 2019	010-6000-451.50-54		6/2020	147.90
			070830601	MONTHLY SRV DEC 8, 2019	010-6000-451.50-54		6/2020	73.95
			071146301	MONTHLY SRV NOV & DEC 6/19	010-6001-451.50-23		6/2020	381.38
			073542901	MONTHLY SERVICE 12-6-19	010-6000-451.50-54		6/2020	99.23
							Total	3,047.80
12/20/2019	264907	9159 CP SOLUTIONS	869759295	2020 FINANCIAL REPORT	010-0310-413.50-36		6/2020	9,423.00
							Total	9,423.00
12/20/2019	264908	11624 CUBIC	14812	HOSTING FEE NOV	010-0315-413.40-28		6/2020	150.00
			14887	MONTHLY HOSTING FEE DEC	010-0315-413.40-28		6/2020	150.00
							Total	300.00
12/20/2019	264910	4513 CUSTOM SERVICES	401011	REPAIRED UNIT MUSEUM	010-6004-451.40-07		6/2020	1,037.00
							Total	1,037.00
12/20/2019	264911	8260 DATAPROSE INC	DP1903901	UTILITY BILLS PRINTING	010-0310-413.50-36		6/2020	3,339.89
							Total	3,339.89
12/20/2019	264913	4730 DELL MARKETING L.P.	10361134816	COMPUTERS, DP & WORD PROC	010-6005-451.60-24		6/2020	547.47
			10361134832	COMPUTERS, DP & WORD PROC	010-1800-419.60-24		6/2020	374.98
							Total	922.45
12/20/2019	264915	160 DOERNER SAUNDERS DANIEL	217240	DAILY COURT FILINGS NOV	010-0800-415.30-08		6/2020	100.00
			217366	PROF SRV/ NOV 2019	010-0800-415.30-08		6/2020	6,130.00
			217379	HENRY&VESTINA HANEWNKLE	010-0800-415.30-08		6/2020	3,163.75

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264980	9083 KEVIN MCINNENY	12-7-19	INSTRUCTOR CPR/FIRST AID	010-6002-451.40-28		6/2020 Total	180.00 180.00
12/20/2019	264983	377 KIMS INTERNATIONAL	0116680-IN 0116929-IN 0116946-IN	HOSE, ALL KINDS HOSE, ALL KINDS HOSE, ALL KINDS	010-6000-451.60-20 010-5300-431.60-20 010-5300-431.60-20		6/2020 6/2020 6/2020 Total	90.94 104.84 33.70 229.48
12/20/2019	264985	7483 LAFERRY'S LP GAS COMPANY	45914	BLANKET ORDERS	010-5300-431.60-80		6/2020 Total	64.00 64.00
12/20/2019	264990	399 LOCKE SUPPLY COMPANY	38931414-00	BLANKET ORDERS	010-6000-451.60-18		6/2020 Total	84.35 84.35
12/20/2019	264992	398 LOGO WEAR INC	19436	JACKET W/ LOGO M SPURGEON	010-0300-413.60-23		6/2020 Total	49.98 49.98
12/20/2019	264993	5941 LOWES	15947 120419	REFRIGERATION EQUIPMENT	010-1800-419.60-24		6/2020 Total	396.38 396.38
12/20/2019	264995	5421 LUBER BROS INC.	INV00168365	AUTO & TRUCK MAINT. ITEMS	010-6000-451.60-20		6/2020 Total	198.98 198.98
12/20/2019	264996	10239 MARK GIBSON MUSIC	12/20/2019	LIVE PERFORMANCE ROSE DIS	010-0315-413.40-28		6/2020 Total	200.00 200.00
12/20/2019	264997	11513 MARK L. BURDETTE	20191203-1	CASE#FMCS190206-03931	010-1700-419.30-08		6/2020 Total	3,342.32 3,342.32
12/20/2019	265000	4019 McAfee & Taft	LI T664. 2019 583354 583356 583654 583655 583656 583657 583658	CASE#CV 2018-1213 LEGAL SERVICES LEGAL SERVICES LEGAL SVCS #03785.00001 LEGAL SVCS #03785.00137 LEGAL SVCS #03785.00146 LEGAL SVCS #03785.00148 EMALS/ARBITRATOR 00155	010-0800-415.30-08 010-1700-419.30-08 010-1700-419.30-08 010-1700-419.30-08 010-1700-419.30-08 010-1700-419.30-08 010-1700-419.30-08 010-1700-419.30-08		6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	14,724.49 1,830.00 150.00 1,285.00 1,913.00 6,575.00 10,106.06 26.00 36,609.55
12/20/2019	265004	11926 METCALF & SPITLER, LLP	12	TIGER HILL WALL DISPUTE	010-0800-415.30-08		6/2020 Total	4,619.00 4,619.00
12/20/2019	265011	10072 MOMENTUM SERVICES LLC	20087567	ABATEMENT 19-10035526	010-1415-424.30-87		6/2020 Total	2,450.00 2,450.00
12/20/2019	265014	5636 MITA	ICV32974 IVC032499 IVC033078 IVC32736 IVC32851	TRANSPORTATION SRV NOV 19 TRANSPORTATION SRV JULY 19 TRANSPORTATION DEC 2019 TRANSPORTATION SRV SEPT 19 TRANSPORTATION SRV OCT 19	010-1700-419.40-28 010-1700-419.40-28 010-1700-419.40-28 010-1700-419.40-28 010-1700-419.40-28		6/2020 6/2020 6/2020 6/2020 6/2020 Total	27,488.96 27,488.96 27,488.96 27,488.96 27,488.96 137,444.80
12/20/2019	265016	433 MURRAY WOMBLE INC	SINV000287	ADJUST GEAR HAND CRANKS	010-6002-451.60-24		6/2020	200.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
							Tot al	200.00
12/20/2019	265029	90 NAPA AUTO PARTS	2210-949681	BLANKET ORDERS	010-6000-451.60-20		6/2020	49.79
			2210-949737	BLANKET ORDERS	010-6000-451.60-20		6/2020	128.80
			2210-949781	BLANKET ORDERS	010-1415-424.60-20		6/2020	18.58
			2210-949948	BLANKET ORDERS	010-6000-451.60-20		6/2020	32.11
			2210-950005	BLANKET ORDERS	010-5300-431.60-20		6/2020	8.32
			2210-950121	BLANKET ORDERS	010-1800-419.60-20		6/2020	14.33
			2210-950426	BLANKET ORDERS	010-6000-451.60-20		6/2020	6.25
			2210-950448	BLANKET ORDERS	010-6000-451.60-20		6/2020	20.91
			2210-950619	BLANKET ORDERS	010-5300-431.60-21		6/2020	251.64
			2210-950661	BLANKET ORDERS	010-1415-424.60-20		6/2020	13.49
			2210-950665	BLANKET ORDERS	010-5300-431.60-20		6/2020	154.68
			2210-950671	BLANKET ORDERS	010-5300-431.60-20		6/2020	18.00
			2210-950700	BLANKET ORDERS	010-5300-431.60-20		6/2020	35.04
			2210-950711	BLANKET ORDERS	010-1415-424.60-20		6/2020	25.98
			2210-950717	BLANKET ORDERS	010-5300-431.60-23		6/2020	13.20
			2210-950771	BLANKET ORDERS	010-5300-431.60-20		6/2020	56.99
			2210-951037	BLANKET ORDERS	010-6000-451.60-20		6/2020	17.00
			2210-951210	BLANKET ORDERS	010-6000-451.60-20		6/2020	4.65
			2210-951220	BLANKET ORDERS	010-6000-451.60-20		6/2020	118.32
			2210-951364	BLANKET ORDERS	010-5300-431.60-20		6/2020	19.60
			2210-951383	BLANKET ORDERS	010-6000-451.60-20		6/2020	19.99
			2210-951396	BLANKET ORDERS	010-5300-431.60-20		6/2020	4.69
			2210-951563	BLANKET ORDERS	010-6003-451.60-20		6/2020	8.75
			2210-951564	BLANKET ORDERS	010-6003-451.60-20		6/2020	61.73
			2210-951578	BLANKET ORDERS	010-6003-451.60-20		6/2020	2.39
			2210-951820	BLANKET ORDERS	010-6000-451.60-20		6/2020	36.00
			2210-951868	BLANKET ORDERS	010-6003-451.60-20		6/2020	19.19
							Tot al	1,052.42
12/20/2019	265030	4409 NATIONAL OCCUPATIONAL H	1043099	PRE-EMPLOYMENT PHYSICALS	010-1102-419.30-02		6/2020	120.00
			1043170	PRE-EMPLOYMENT PHYSICALS	010-1102-419.30-02		6/2020	262.50
			1043171	RETURN TO WORK TESTING	010-1102-419.30-87		6/2020	29.00
			1043267	PRE-EMPLOYMENT PHYSICALS	010-1102-419.30-02		6/2020	32.50
							Tot al	444.00
12/20/2019	265032	10560 NEOPOST-MANAGEMENT LEA	N8043581	LEASE PAYMENT OCT-JAN 2020	010-1800-419.40-33		6/2020	2,583.03
							Tot al	2,583.03
12/20/2019	265033	5060 NICKS TREE SERVICE INC	4527	CONSTRUCTION	010-6003-451.40-28		6/2020	2,200.00
							Tot al	2,200.00
12/20/2019	265037	10083 OKLAHOMA DEPT OF AGRICU	12-13-19	RENEWAL/PESTICIDE LICENSE	010-6000-451.30-11		6/2020	450.00
			12-13-19	RENEWAL/PESTICIDE LICENSE	010-6003-451.30-11		6/2020	50.00
							Tot al	500.00
12/20/2019	265038	10083 OKLAHOMA DEPT OF AGRICU	12-13-2019	NONCOMMERCIAL LICENSE	010-6000-451.30-11		6/2020	100.00
							Tot al	100.00
12/20/2019	265047	307 OTA PIKEPASS CENTER	20191195819	TRAVEL/PIKEPASS FEES	010-0310-413.50-03		6/2020	.70
			20191195819	TRAVEL/PIKEPASS FEES	010-1105-419.50-03		6/2020	1.55
			20191195819	TRAVEL/PIKEPASS FEES	010-1200-419.50-03		6/2020	3.50

CHECK DATE	CHECK NUMBER	VENDOR	NAME	I NVOI CE	DESCR I PTI ON	G / L NUMBER	PROJECT	PERI OD / YEAR	AMOUNT
12/ 20/ 2019	265047	307	OTA PI KEPASS CENTER	20191195819	TRAVEL/ PI KEPASS FEES	010- 1400- 419. 50- 03		6/ 2020	10. 95
				20191195819	TRAVEL/ PI KEPASS FEES	010- 1415- 424. 50- 03		6/ 2020	1. 30
				20191195819	TRAVEL/ PI KEPASS FEES	010- 1700- 419. 50- 03		6/ 2020	32. 45
				20191195819	TRAVEL/ PI KEPASS FEES	010- 1800- 419. 50- 03		6/ 2020	12. 00
				20191195819	TRAVEL/ PI KEPASS FEES	010- 5300- 431. 50- 03		6/ 2020	97. 05
				20191195819	TRAVEL/ PI KEPASS FEES	010- 5310- 431. 50- 03		6/ 2020	3. 85
				20191195819	TRAVEL/ PI KEPASS FEES	010- 6000- 451. 50- 03		6/ 2020	16. 61
								Tot al	179. 96
12/ 20/ 2019	265048	10291	OUBCC	NOV 2019	OUBCC FEES / NOV 2019	010- 0000- 208. 03- 00		6/ 2020	1, 840. 00
								Tot al	1, 840. 00
12/ 20/ 2019	265050	11788	PALFINGER USA LLC	I N667470	EQUI PMENT MAI N. / REPAI R	010- 5310- 431. 40- 20		6/ 2020	1, 773. 75
								Tot al	1, 773. 75
12/ 20/ 2019	265051	11326	PARK PLACE TECHNOLOGIES	D46179M- 001- I 33	COMPUTERS, DP & WORD PROC	010- 1200- 419. 40- 55		6/ 2020	9, 828. 04
								Tot al	9, 828. 04
12/ 20/ 2019	265052	11916	PAUL E. GARRISON	NOVEMBER 25/ 19	ARBITRATOR CHARGES	010- 1700- 419. 30- 08		6/ 2020	2, 177. 01
								Tot al	2, 177. 01
12/ 20/ 2019	265062	888	PREFERRED BUSINESS SYST	73770	CM COPIER OVERAGES	010- 0300- 413. 40- 55		6/ 2020	107. 04
				73770	ECON DEV COPIER OVERAGES	010- 0315- 413. 40- 55		6/ 2020	89. 70
				73770	LEGAL COPIER OVERAGE	010- 0800- 415. 40- 55		6/ 2020	381. 71
				73770	ANNEX COPIER OVERAGE	010- 1105- 419. 40- 55		6/ 2020	265. 95
				73770	I T DEPT COPIER OVERAGES	010- 1200- 419. 40- 55		6/ 2020	5. 09
				73770	DEV SVS COPIER OVERAGES	010- 1400- 419. 40- 55		6/ 2020	270. 24
				73770	I NSPECTI ON COPIER OVERAGE	010- 1410- 419. 40- 55		6/ 2020	64. 91
				73770	COURT CLERK COPIER OVERA	010- 1800- 419. 40- 55		6/ 2020	168. 49
				73770	STREET COPIER OVERAGE	010- 5300- 431. 40- 55		6/ 2020	61. 57
				73770	PARKS MAINT COPIER OVERA	010- 6000- 451. 40- 55		6/ 2020	8. 57
				73770	PARKS COPIER OVERAGES	010- 6002- 451. 40- 55		6/ 2020	93. 97
								Tot al	1, 517. 24
12/ 20/ 2019	265064	5371	PREMIER TRUCK GROUP	125292261	AUTO & TRUCK MAINT. ITEMS	010- 5300- 431. 60- 20		6/ 2020	327. 31
								Tot al	327. 31
12/ 20/ 2019	265070	2045	PROFESSIONAL TURF PRODU	1478012- 00	TIRES AND TUBES	010- 6000- 451. 60- 19		6/ 2020	349. 43
								Tot al	349. 43
12/ 20/ 2019	265072	11924	QUICK PRINT OF TULSA INC	189439(2)	OPEN ENROLLMENT GUIDES	010- 1102- 419. 30- 87		6/ 2020	5, 646. 55
								Tot al	5, 646. 55
12/ 20/ 2019	265075	10931	RETROSPEC FILMS	1964	VIDEO LAYOUT, DESI GN EDIT	010- 1700- 419. 30- 87		6/ 2020	4, 750. 00
				1965	VIDEO LAYOUT, DESI GN EDIT	010- 1700- 419. 30- 87		6/ 2020	5, 650. 00
								Tot al	10, 400. 00
12/ 20/ 2019	265088	10566	SITE ONE LANDSCAPE SUPP	96281466- 001	PLUMBI NG EQUI PMENT	010- 6003- 451. 60- 18		6/ 2020	39. 40
				96304027- 001	PLUMBI NG EQUI PMENT	010- 6000- 451. 60- 18		6/ 2020	1. 69
				96314611- 001	PLUMBI NG EQUI PMENT	010- 6000- 451. 60- 18		6/ 2020	117. 95
				96314767- 001	PLUMBI NG EQUI PMENT	010- 6000- 451. 60- 18		6/ 2020	27. 30
				96370880- 001	PLUMBI NG EQUI PMENT	010- 6003- 451. 60- 18		6/ 2020	148. 29
								Tot al	334. 63

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT YEAR	AMOUNT
12/20/2019	265089	1409 SMITH FARM & GARDEN CO	868360 868404 868474	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6000-451.60-20 010-6000-451.60-20 010-6000-451.60-20	6/2020 6/2020 6/2020 Total	115.06 109.39 27.00 251.45
12/20/2019	265091	6656 SOUTH EAST AUTO TRIMIN	57506	EQUIPMENT MAINT./REPAIR	010-6000-451.40-07	6/2020 Total	100.00 100.00
12/20/2019	265092	7644 SOUTHERN AGRICULTURE	564055 569062 570195 594040	FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS	010-6002-451.60-23 010-6002-451.60-23 010-6002-451.60-23 010-6002-451.60-23	6/2020 6/2020 6/2020 6/2020 Total	10.71 7.14 7.14 7.14 32.13
12/20/2019	265101	225 SUMMIT TRUCK GROUP	CM411195802 411195802 411195995 411196024 411196029 411196458 411196468 411221043C	AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS EQUIPMENT MAINT./REPAIR	010-5300-431.60-20 010-5300-431.60-20 010-5300-431.60-20 010-5300-431.60-20 010-5300-431.60-20 010-5300-431.60-20 010-5300-431.60-20 010-5300-431.40-20	6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	96.60- 524.46 113.64 60.24 409.76 28.00 28.28 1,582.57 2,650.35
12/20/2019	265104	3359 TAHRA	1745100	FULL YEAR RENEWAL DUES	010-1102-419.30-85	6/2020 Total	100.00 100.00
12/20/2019	265107	3964 THE ARROW GROUP	84985 84986 84987 84988	EQUIPMENT RENTAL #GLA 1400555 CENTRAL INS CLP 8651691 SEPT PROP PRO 1400 534 00 CENTRAL INS CXS8651695	010-1700-419.50-76 010-1700-419.50-76 010-1700-419.50-76 010-1700-419.50-76	6/2020 6/2020 6/2020 6/2020 Total	1,001.62 482.00 4,816.75 284.50 6,584.87
12/20/2019	265110	99999 THOMAS E RAUNKAR	136763	CANCELLATION NP ROOM	010-0000-229.15-00	6/2020 Total	180.00 180.00
12/20/2019	265111	7521 THURMOND, CRAIG	1-21-25/2020	USCOM MEETING JAN 21-25/20	010-1700-419.50-03	6/2020 Total	346.51 346.51
12/20/2019	265112	11758 TIGER TOWN TEES	2988	T-SHIRTS PICKLEBALL TOURN	010-6002-451.60-33	6/2020 Total	650.00 650.00
12/20/2019	265113	7782 TIGER, INC.	1119556504	MONTHLY SRVC 11-1-30/19	010-6001-451.50-24	6/2020 Total	274.54 274.54
12/20/2019	265116	594 TRAFFIC & LIGHTING SYST	414	MARKERS, PLAQUES, SIGN, TRAF	010-1700-419.50-86	6/2020 Total	90.00 90.00
12/20/2019	265119	11437 TRANSCEND ENGAGEMENT	11537	2019 SERVICE AWARD PINS	010-1700-419.50-89	6/2020 Total	2,227.17 2,227.17
12/20/2019	265120	10416 TRANSCRIPTION EXPERTS	010376	TRANSCRIPTION MINUTES	010-1800-419.40-28	6/2020 Total	1,723.68 1,723.68

CITY OF BROKEN ARROW
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR	NAME	I NVOI CE	DESCRI PTI ON	G/L NUMBER	PROJECT	PERI OD YEAR	AMOUNT
12/ 20/ 2019	265121	3162	TROPHY & PLAQUE PLUS	72733	MARKERS, PLAQUES, SI GN, TRAF	010- 6003- 451. 60- 23		6/ 2020 Tot al	11. 50 11. 50
12/ 20/ 2019	265123	173	TULSA AUTO SPRI NG	00360756	BLANKET ORDERS	010- 5300- 431. 60- 20		6/ 2020 Tot al	110. 86 110. 86
12/ 20/ 2019	265125	8508	TULSA COUNTY ADM NI STRA	321456 321539 321635 321645 321658 321726 321761 321763 321764 321780 321781 321782	92128 PRI NTI NG SRV NOV 19 93878 PRI NTI NG SRV NOV 19 93988 PRI NTI NG SRV NOV 19 93999 PRI NTI NG SRV NOV 19 94012 PRI NTI NG SRV NOV 19 94096 PRI NTI NG SRV NOV 19 94144 PRI NTI NG SRV NOV 19 94146 PRI NTI NG SRV NOV 19 94148 PRI NTI NG SRV NOV 19 94174 PRI NTI NG SRV NOV 19 94175 PRI NTI NG SRV NOV 19 94176 PRI NTI NG SRV NOV 19	010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36 010- 1700- 419. 50- 36	6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 Tot al	7. 00 55. 73 118. 59 2. 00 43. 06 37. 26 20. 00 20. 00 48. 20 125. 53 86. 32 156. 64 720. 33	
12/ 20/ 2019	265126	1009	TULSA COUNTY CLERK	321807	FI LI NGS/ COURT HOUSE NOV	010- 1700- 419. 50- 86		6/ 2020 Tot al	1, 132. 00 1, 132. 00
12/ 20/ 2019	265130	6822	TULSA W INNELSON COMPANY	154153- 01 155207- 01 155644- 01 155652- 01 156404- 01 156404- 01 156404- 01 156404- 01	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010- 6002- 451. 60- 18 010- 6000- 451. 60- 18 010- 6000- 451. 60- 18 010- 6000- 451. 60- 18 010- 1700- 419. 60- 23 010- 5300- 431. 60- 23 010- 6000- 451. 60- 23 010- 6002- 451. 60- 23	6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 Tot al	192. 93 74. 86 24. 51 12. 30 21. 80 14. 22 21. 80 21. 80 384. 22	
12/ 20/ 2019	265131	1057	TULSA WORLD	608305 608306 608453 608463 611234 611236 611239	608305- 1113 RESO 1283/ CAT 608306- 1113 RESO 3604/ CAT 608453- 1111 ORDERED#3604 608463- 1111 RESO TI TLES 6 611248- 1123 RESO 1284 611236- 1127 CRD 3605&3606 611239- 1127 RESO 1284 WI	010- 1700- 419. 50- 05 010- 1700- 419. 50- 05 010- 1700- 419. 50- 05 010- 1700- 419. 50- 05 010- 1700- 419. 50- 05 010- 1700- 419. 50- 05 010- 1700- 419. 50- 05	6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 Tot al	134. 40 20. 48 20. 48 133. 12 46. 88 26. 88 20. 00 402. 24	
12/ 20/ 2019	265135	9928	TURNPRO AQUATI CS	22579	POND MA I NT NOV 2019	010- 6003- 451. 40- 28		6/ 2020 Tot al	1, 148. 00 1, 148. 00
12/ 20/ 2019	265149	2298	WAGONER COUNTY COURT CL	19- 11817 19- 11842 19- 12097 19- 12370 19- 12417 19- 12704	FI LI NGS/ WAGONER 11- 20- 19 FI LI NGS/ WAGONER 11- 20- 19 FI LI NGS/ WAGONER 11- 20- 19 FI LI NGS/ WAGONER 11- 20- 19 FI LI NGS/ WAGONER 11- 20- 19 FI LI NGS/ WAGONER 11- 20- 19	010- 1700- 419. 50- 86 010- 1700- 419. 50- 86 010- 1700- 419. 50- 86 010- 1700- 419. 50- 86 010- 1700- 419. 50- 86 010- 1700- 419. 50- 86	6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 6/ 2020 Tot al	90. 00 36. 00 108. 00 48. 00 44. 00 54. 00 380. 00	

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	265154	2372 WATKINS SAND COMPANY	IN 20768X	BLANKET ORDERS	010-5300-431.60-80		6/2020 Total	330.00 330.00
12/20/2019	265155	101 WELDON PARTS TULSA	2397658-00 2399516-00	BLANKET ORDERS BLANKET ORDERS	010-5300-431.60-20 010-5300-431.60-20		6/2020 6/2020 Total	77.24 304.26 381.50
12/20/2019	265156	88 WEST THOMSON REUTERS	841394095	WESTLAW MONTHLY NOV 2019	010-0800-415.60-28		6/2020 Total	1,661.00 1,661.00
12/20/2019	265157	10772 WEX FLEET UNIVERSAL	62566864	IT FUEL NOVEMBER 2019	010-1200-419.60-21		6/2020 Total	289.59 289.59
12/20/2019	265161	7724 WINDSTREAM	0351000542 2544015 2591700 2598233 2598691 2598695 2598695 2598696 2598696 3558046 4550177 4550177	10000483 11-21-2019 101075781 12-06-19 100773124 09-25-2019 100637551 11-25-2019 MONTHLY SERVICE 11-25-19 10083191 11-25-19 100083191 09-25-2019 10083193 11-25-19 10083193 09-25-2019 MONTHLY SRV 11-27-19 100649272 11-25-19 100649272 09-25-2019	010-1700-419.50-22 010-6000-451.50-54 010-6004-451.50-22 010-1700-419.50-22 010-5105-432.50-22 010-6002-451.50-22 010-6004-451.50-22 010-6002-451.50-22 010-6004-451.50-22 010-1700-419.50-22 010-6000-451.50-22 010-6004-451.50-22		6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	2.39 148.31 389.64 39.18 88.23 73.95 73.22 59.09 59.09 142.77 173.93 173.93 1,423.73
12/20/2019	265162	734 WINFIELD SOLUTIONS, LLC	63544135	WATER TREATING CHEMICALS	010-6000-451.60-34		6/2020 Total	78.75 78.75
12/20/2019	265165	9800 ACCESSORIES SQUARED DEV	1-00055595	MARKERS, PLAQUES, SIGN, TRAF	010-5300-431.60-36		6/2020 Total	373.18 373.18
12/20/2019	265169	8940 911 CUSTOM	38841 39106	AUTO & TRUCK ACCESSORIES AUTO & TRUCK MAINT. ITEMS	010-5300-431.60-20 010-1415-424.60-20		6/2020 6/2020 Total	414.98 101.41 516.39
12/20/2019	265170	99999 ALAN OKTAY	OKTAY	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	1,877.72 1,877.72
12/20/2019	265171	99999 ANNA CHRISTIAN	CHRISTIAN	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265174	99999 BRAD BEAMAN	BEAMAN	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265175	99999 CAROLYN S MCLELLAN	MCLELLAN	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265177	99999 CHAD & RHONDA MYERS	MYERS	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265178	99999 CHARLES BACKUS	BACKUS	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020	2,000.00

Prepared: 01/03/2020, 8:54:32
 Program: GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 13

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
								Total	2,000.00
12/20/2019	265179	99999	CHRIS & STACY THOMA	THOMA	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265180	99999	DARDEN, RONALD	815418	DARDEN, ANDREW DALE	010-0000-229.09-00		6/2020 Total	50.00 50.00
12/20/2019	265182	99999	DOMINIC & DAWN SCHULTE	SCHULTE	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265183	99999	DWIGHT & PAMELA FITZGER	FITZGERALD	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265186	99999	EMILIO CARLSON	CARLSON	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265187	99999	GERALD & EDITH BRYZA	BRYZA	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265190	99999	HALE, SHIRLEY	31339	REFUND FOR PARTIAL YEAR	010-0000-229.09-00		6/2020 Total	43.60 43.60
12/20/2019	265191	99999	HIGH VIBRATIONS, LLC	0032895	CL. REFUNDS	010-0000-321.01-00		6/2020 Total	1,000.00 1,000.00
12/20/2019	265194	99999	JANICE BLEVINS	BLEVINS	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265195	99999	JOE OR DEBRA PARKHURST	PARKHURST	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265196	99999	JOSEPH M SMITH	SMITH	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265197	99999	JOSH & MEGHAN DENTON	DENTON	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265198	99999	JUSTICE STONE	STONE	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265199	99999	KEITH & DEBRAH MCINOH	MCINOH	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265200	99999	KEN ROBERTS	ROBERTS	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265202	99999	LEONARDO SANCHEZ	SANCHEZ	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	1,975.42 1,975.42
12/20/2019	265203	99999	LESTER CROW	CROW	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00

Prepared: 01/03/2020, 8:54:32
 Program: GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 14

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	265210	99999	MATT & DEBORAH WALKER	WALKER	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265212	99999	MAURICE RAINEY	RAINEY	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265213	99999	MICHAEL JUMPER	JUMPER	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265214	99999	MICHAEL PIERCE	PIERCE	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265215	99999	MICHAEL STEPHANIE COOPER	COOPER	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265216	99999	MIKE FITZGERALD	FITZGERALD	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265222	99999	PATRICK JOHNSTON	JOHNSTON	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265224	10695	PRO MOW LAWN & LANDSCAP	CL11-19.52	MISCELLANEOUS PRODUCTS	010-1700-419.40-28		6/2020 Total	4,912.00 4,912.00
12/20/2019	265225	99999	RAHINA PAYNE	PAYNE	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265226	99999	ROBERT & RUTH HARPER	HARPER	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265227	99999	ROBIN WEST	WEST	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	1,877.72 1,877.72
12/20/2019	265228	99999	RON HARRINGTON	HARRINGTON	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265229	99999	RONALD & LORA ROBERTSON	ROBERTSON	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265230	99999	SADDLEBACK EQUESTRIAN	136729	CANCELLATION OF NH ROOM	010-0000-229.15-00		6/2020 Total	70.00 70.00
12/20/2019	265234	99999	STACEY LEE	136715	CANCELLATION OF NH ROOM	010-0000-229.15-00		6/2020 Total	140.00 140.00
12/20/2019	265239	99999	SUNNYSIDE BAPTIST CHURCH	32078	REFUND LIQUOR	010-0000-229.09-00		6/2020 Total	60.00 60.00
12/20/2019	265240	99999	TAMMY LEMASTERS	LEMASTERS	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/20/2019	265241	99999	TRAVIS ASHBY	ASHBY	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00

Prepared: 01/03/2020, 8:54:32
 Program GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 15

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	265242	99999 TRENT BAKER	BAKER	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	1,946.25 1,946.25
12/20/2019	265243	99999 TULSA ENGINEERING AND P	19-00002399 PZ		010-0000-341.01-00		6/2020 Total	100.00 100.00
12/20/2019	265245	99999 WILLIAM & ELLEN K JONES	JONES	FEMA STM SHELTER REBATE#2	010-1700-419.40-28	201708	6/2020 Total	2,000.00 2,000.00
12/26/2019	265248	1059 SOUTHERN TIRE MART	3500016513 6/19 3500016513 6/19	EQUIPMENT MAINT./REPAIR EQUIPMENT MAINT./REPAIR	010-5300-431.40-20 010-5300-431.60-20		6/2020 6/2020 Total	1,497.66- 1,667.61 169.95
01/03/2020	265268	11593 ACCTKNOWLEDGE	32542 32579	TEMP OFFICE HELP/ XI CNG PROF SRVC/ XI CNG 12/20/19	010-0800-415.50-37 010-0800-415.50-37		7/2020 7/2020 Total	858.21 790.40 1,648.61
01/03/2020	265281	11699 ALLSTATE TERMITE & PEST	690047 690050 690051 690052 690060 690062 690063 690064 690065 690069	PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER PEST CONTROL NOVEMBER	010-1700-419.40-07 010-1700-419.40-07 010-6002-451.40-07 010-6005-451.40-07 010-6000-451.40-07 010-6002-451.40-07 010-6001-451.40-07 010-5105-432.40-07 010-5300-431.40-07 010-6002-451.40-07		7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 Total	15.00 40.00 40.00 35.00 15.00 35.00 20.00 20.00 17.50 15.00 252.50
01/03/2020	265282	9107 ALPHA AWARDS & ENGRAVING	8540	MEDALS/ PICKLEBALL TOURN	010-6002-451.60-33		7/2020 Total	144.00 144.00
01/03/2020	265283	10621 AMANDA YAMAGUCHI	3108216	AIRPORT EXAM REGISTRATION	010-1410-419.30-11		7/2020 Total	425.00 425.00
01/03/2020	265286	442 AMERICAN ELECTRIC POWER	9501769030 9505665560 9509340221 9514797131 95168310308 95197948102 9526921030 9537786031 9558028930 9589756821 9593259150 9597942140	9546241030 12-13-19 9539130081 12-18-19 9593931030 12-19-19 9511831374 12-20-19 95168310308 12-16-19 95197948102 12-19-19 9539130081 12-18-19 9546241030 12-13-19 9539130081 12-18-19 9539130081 12-18-19 9593931030 12-19-19 9511831374 12-20-19	010-6001-451.50-25 010-6005-451.50-25 010-1700-419.50-25 010-6004-451.50-25 010-5105-432.50-25 010-5310-431.50-25 010-6005-451.50-25 010-6001-451.50-25 010-6005-451.50-25 010-6005-451.50-25 010-0315-413.50-25 010-6004-451.50-25		7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 Total	633.50 775.68 144.11 221.16 122.90 100.99 1,838.09 42.56 20.52 116.87 151.42 1,113.68 5,281.48
01/03/2020	265290	420 APAC-CENTRAL, INC	7001303622 7001313996 7001316814 7001318476	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-5300-431.60-80 010-5300-431.60-80 010-5300-431.60-80 010-5300-431.60-80		7/2020 7/2020 7/2020 7/2020	697.21 630.61 589.99 267.09

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 16

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
								Tot al	2,184.90
01/03/2020	265292	42	ARROW SAFE AND LOCK INC	73347 051419	HARDWARE, AND ALLIED ITEMS	010-5300-431.60-23		7/2020	5.00
				73448 061319	HARDWARE, AND ALLIED ITEMS	010-6000-451.60-23		7/2020	123.00
				74001	HARDWARE, AND ALLIED ITEMS	010-6005-451.60-23		7/2020	5.85
									Tot al
01/03/2020	265296	8512	AT&T MOBILITY	287260663054/ 12	MONTHLY SERVICE 12/2019	010-0300-413.50-54		7/2020	109.03
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-0310-413.50-54		7/2020	43.25
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-0501-415.50-54		7/2020	86.50
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-0800-415.50-54		7/2020	15.26
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-1102-419.50-54		7/2020	111.74
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-1200-419.50-54		7/2020	386.51
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-1400-419.50-54		7/2020	65.51
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-1415-424.50-22		7/2020	33.09
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-1415-424.50-54		7/2020	382.25
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-1700-419.50-54		7/2020	104.29
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-1800-419.50-54		7/2020	83.71
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-5105-432.50-22		7/2020	53.42
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-5300-431.50-54		7/2020	310.00
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-5310-431.50-54		7/2020	1,322.70
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-6000-451.50-54		7/2020	45.78
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-6002-451.50-22		7/2020	15.26
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-6002-451.50-54		7/2020	58.51
				287260663054/ 12	MONTHLY SERVICE 12/2019	010-6005-451.50-54		7/2020	89.02
									Tot al
01/03/2020	265314	8919	BRINK'S INCORPORATED	2976719	MONTHLY SRVC 11-1-31/2019	010-6002-451.40-28		7/2020	185.61
								Tot al	185.61
01/03/2020	265316	8919	BRINK'S INCORPORATED	2976719	MONTHLY SRVC 11-1-31/2019	010-6002-451.40-28		7/2020	185.61
								Tot al	185.61
01/03/2020	265317	8919	BRINK'S INCORPORATED	2976719	MONTHLY SRVC 11-1-31/2019	010-1800-419.40-28		7/2020	644.91
								Tot al	644.91
01/03/2020	265321	7486	BUILDING SPECIALTIES/L&	182223867	BLANKET ORDERS	010-6004-451.60-18		7/2020	49.28
								Tot al	49.28
01/03/2020	265326	501	CHAMBER OF COMMERCE	49811	WORKFORCE LUNCHEON NOV 19	010-0315-413.30-11		7/2020	44.00
				49811	WORKFORCE LUNCHEON NOV 19	010-1700-419.30-11		7/2020	22.00
				49812	WORKFORCE LUNCHEON NOV 19	010-1700-419.30-11		7/2020	22.00
				49813	WORKFORCE LUNCHEON NOV 19	010-0300-413.30-11		7/2020	22.00
									Tot al
01/03/2020	265329	4728	CHICKASAW TELECOM INC	53319	COMPUTERS, DP & WORD PROC	010-0310-413.60-24		7/2020	398.10
								Tot al	398.10
01/03/2020	265332	120	CINTAS CORPORATION	5015179746	FIRST AID & SAFETY EQUIP	010-5300-431.60-23		7/2020	124.30
				5015574228	FIRST AID & SAFETY EQUIP	010-5300-431.60-23		7/2020	184.06
				5015574244	FIRST AID & SAFETY EQUIP	010-6002-451.60-23		7/2020	22.46
									Tot al

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
01/03/2020	265333	123	CITY OF BROKEN ARROW	12-31-2019	PETTY CASH (19644-19651)	010-0000-101.03-00		7/2020 Total	1,339.90 1,339.90
01/03/2020	265337	9151	CLEAN THE UNIFORM COCK	50100121 50101215 50101215 50101888 50101896 50101896 50101897 50101897 50102337 50102342 50102345 50103196 50103201 50103627 50103627 50103629	RENTAL 211530 12-6-19 RENTAL 215970 12/20/19 RENTAL 215970 12/20/19 RENTAL 215969 12-25-19 RENTAL 215969 12/18/19 RENTAL 211529 12/18/19 RENTAL 212993 12/18/19 RENTAL 212993 12/18/19 RENTAL 6205265 12/20/19 RENTAL 211524 12/20/19 RENTAL 211544 12-20-2019 RENTAL 215969 12-25-19 RENTAL 211523 12/25/19 RENTAL 215970 12-27-19 RENTAL 215970 12-27-19 RENTAL 6205265 12-27-19	010-6002-451.40-33 010-5300-431.40-31 010-5300-431.40-33 010-1700-419.40-33 010-5105-432.40-31 010-5105-432.40-33 010-6000-451.40-31 010-6003-451.40-31 010-5310-431.40-31 010-6000-451.40-31 010-1800-419.40-33 010-5105-432.40-31 010-5300-431.40-33 010-5300-431.40-31 010-5300-431.40-33 010-5310-431.40-31	7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 Total	3.65 163.12 2.60 1.75 13.30 1.35 19.50 36.45 140.47 104.57 8.00 13.30 2.60 163.12 2.60 140.47 816.85	
01/03/2020	265338	9051	CLIENT MYERS	12-20-2019	REIMB TUITI CNV FALL 2019	010-5300-431.30-11		7/2020 Total	1,031.37 1,031.37
01/03/2020	265344	6347	COX COMMUNICATIONS	061076801 063475501 064999903 066245901 067085801 067687001 071226702	MONTHLY SERVICE 12-15-19 MONTHLY SERVICE 12-15-19 MONTHLY SERVICE 12-15-19 MONTHLY SERVICE 12-12-19 MONTHLY SERVICE 12-14-19 MONTHLY SERVICE 12-15-19 MONTHLY SERVICE 12-25-19	010-1200-419.50-54 010-6000-451.50-23 010-5300-431.50-22 010-6002-451.50-22 010-6002-451.50-22 010-6001-451.50-23 010-6005-451.50-54	7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 Total	118.60 71.95 72.43 135.21 77.39 102.73 98.99 677.30	
01/03/2020	265345	575	CRAWFORD & ASSOCIATES,	12964 13045	CRAWFORD & ASSOCIATES NOV YEAR END AUDIT	010-0501-415.30-87 010-0501-415.30-81		7/2020 7/2020 Total	1,210.00 2,337.50 3,547.50
01/03/2020	265350	10906	DEBRA WIMPEE	DEC 12-13/2019	EXPENSE REPORT REIMB	010-1700-419.50-03		7/2020 Total	184.06 184.06
01/03/2020	265351	10906	DEBRA WIMPEE	JAN 2020	CELL PHONE	010-1700-419.50-22		7/2020 Total	80.00 80.00
01/03/2020	265355	8846	DUNHAM S ASPHALT PLANT	253678 253696	BLANKET ORDERS BLANKET ORDERS	010-5300-431.60-80 010-5300-431.60-80		7/2020 7/2020 Total	269.28 215.82 485.10
01/03/2020	265362	10190	EUDEY, SCOTT	JAN 2020	CELL PHONE	010-1700-419.50-22		7/2020 Total	80.00 80.00
01/03/2020	265363	625	FASTENAL COMPANY	OKTU733534 OKTU733536	BLANKET ORDERS BLANKET ORDERS	010-6000-451.60-18 010-6000-451.60-18		7/2020 7/2020 Total	25.18 25.18 50.36

CITY OF BROKEN ARROW
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
01/03/2020	265365	206	FERGUSON PONTIAC GMC TR	146175	AUTO & TRUCK MAINT. ITEMS	010-1415-424.60-20		7/2020 Total	402.13 402.13
01/03/2020	265370	10359	FORREST ELLIOTT	12-3-31/2019	75% INSTRUCTOR PAYMENT	010-6002-451.40-28		7/2020 Total	922.50 922.50
01/03/2020	265374	452	GELCO UNIFORMS & SHOES	00248856 00249465	CLOTHING & APPAREL SHOES AND BOOTS	010-5300-431.60-10 010-6000-451.60-10		7/2020 7/2020 Total	203.38 125.00 328.38
01/03/2020	265375	11637	GILLESPIE, CHRISTINA	JAN 2020	CELL PHONE	010-1700-419.50-22		7/2020 Total	80.00 80.00
01/03/2020	265378	848	GOVERNMENT FINANCE OFFI	236815	RENEW MEMBERSHIP BRANSCUM	010-0501-415.30-85		7/2020 Total	150.00 150.00
01/03/2020	265394	9794	IMPERIAL INC.	974609 974609	COFFEE SERVICES 12-27-19 COFFEE SERVICES 12-27-19	010-5300-431.60-23 010-5310-431.60-23		7/2020 7/2020 Total	28.85 10.00 38.85
01/03/2020	265398	11243	JANE WRIK	19-35512	REIMB RECORDING FEE	010-1410-419.50-05		7/2020 Total	34.00 34.00
01/03/2020	265399	10360	JAVA DAVES EXECUTIVE CO	028182	COFFE SERVICE 11-1-19	010-1800-419.60-23		7/2020 Total	24.00 24.00
01/03/2020	265400	11272	JOHN STORY COMPANY LLC	LIT326.2016	APPRAISAL SRVC 4/19-10/19	010-0800-415.40-28		7/2020 Total	600.00 600.00
01/03/2020	265406	377	KIMS INTERNATIONAL	0117079-IN 0117130-IN	HOSE, ALL KINDS HOSE, ALL KINDS	010-5300-431.60-20 010-5300-431.60-20		7/2020 7/2020 Total	48.45 85.89 134.34
01/03/2020	265407	378	KSM EXCHANGE LLC	P6687402	AUTO & TRUCK MAINT. ITEMS	010-5300-431.60-20		7/2020 Total	294.48 294.48
01/03/2020	265412	399	LOCKE SUPPLY COMPANY	38620690-00 38981454-00 39009458-00	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6000-451.60-23 010-6001-451.60-18 010-6001-451.60-18		7/2020 7/2020 7/2020 Total	65.59 10.68 6.44 82.71
01/03/2020	265420	5941	LOWES	01214 112719 01217 112719 01239 120619 01282 112719 01391 120319 01413 121219 01432 120319 01746 112519 01926 121019 01988 120519 02009 120919 02223 120519	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6000-451.60-18 010-6003-451.60-23 010-5300-431.60-18 010-6005-451.60-23 010-6000-451.60-23 010-6000-451.60-18 010-6000-451.60-18 010-6000-451.60-23 010-6000-451.60-23 010-6000-451.60-23 010-6000-451.60-23 010-6000-451.60-23		7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020	20.70 44.60 15.19 110.47 22.73 27.77 109.71 7.59 32.27 11.37 68.30 27.38

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
01/03/2020	265420	5941	LOWES	02334 112519	BLANKET ORDERS	010-6000-451.60-23		7/2020	11.36
				02364 120619	BLANKET ORDERS	010-5300-431.60-23		7/2020	35.57
				02484 121119	BLANKET ORDERS	010-6000-451.60-23		7/2020	5.12
				02624 120219	BLANKET ORDERS	010-6000-451.60-23		7/2020	14.24
				02778 112719	BLANKET ORDERS	010-6000-451.60-23		7/2020	39.48
				02850 120319	BLANKET ORDERS	010-6000-451.60-23		7/2020	5.69
				02874 120319	BLANKET ORDERS	010-5300-431.60-23		7/2020	73.97
				12231 121119	BLANKET ORDERS	010-6002-451.60-23		7/2020	103.19
				13188 112219	BLANKET ORDERS	010-6003-451.60-23		7/2020	10.93
				13265 120419	BLANKET ORDERS	010-6002-451.60-18		7/2020	2.11
				13377 112619	BLANKET ORDERS	010-6002-451.60-24		7/2020	189.05
				13632 112719	BLANKET ORDERS	010-1415-424.60-23		7/2020	28.37
				19351 120519	BLANKET ORDERS	010-6002-451.60-23		7/2020	39.26
				Total			1,056.42		
01/03/2020	265422	9817	LUTHER FLANAGAN	552	ROSE DISTRICT SANTA	010-0315-413.40-28		7/2020	570.00
							Total		570.00
01/03/2020	265438	90	NAPA AUTO PARTS	2210-951737	BLANKET ORDERS	010-5300-431.60-23		7/2020	37.74
				2210-951776	BLANKET ORDERS	010-6000-451.60-20		7/2020	123.28
				2210-952041	BLANKET ORDERS	010-5300-431.60-20		7/2020	5.99
				2210-952068	BLANKET ORDERS	010-5300-431.60-20		7/2020	122.47
				2210-952081	BLANKET ORDERS	010-1415-424.60-20		7/2020	5.27
				2210-952150	BLANKET ORDERS	010-5300-431.60-23		7/2020	19.77
				2210-952358	BLANKET ORDERS	010-1700-419.60-20		7/2020	36.00
				2210-952526	BLANKET ORDERS	010-1415-424.60-20		7/2020	71.83
								Total	
01/03/2020	265441	4409	NATIONAL OCCUPATIONAL H	1043391	PRE EMPLOYMENT PHYSICALS	010-1102-419.30-02		7/2020	327.50
				1043478	PRE EMPLOYMENT PHYSICALS	010-1102-419.30-02		7/2020	120.00
							Total		447.50
01/03/2020	265442	4646	NORM STEPHENS	JAN 8-9 2020	PER DIEM FOR CSC	010-0315-413.50-03		7/2020	91.50
							Total		91.50
01/03/2020	265443	556	OFFICE TEAM	54959725/HOLDER	TEMP FRONT DESK 12/13/19	010-0300-413.50-37		7/2020	420.11
							Total		420.11
01/03/2020	265447	309	OKLAHOMA NATURAL GAS CO	110093891	MONTHLY SERVICE 12-13-19	010-6001-451.50-24		7/2020	201.56
				111356527	MONTHLY SERVICE 12-23-19	010-5300-431.50-24		7/2020	362.40
				114693836	MONTHLY SERVICE 12-26-19	010-6002-451.50-24		7/2020	21.82
				179037373	MONTHLY SERVICE 12-26-19	010-6002-451.50-24		7/2020	761.21
				179333536	MONTHLY SERVICE 12-17-19	010-6000-451.50-24		7/2020	149.55
				179860600	MONTHLY SERVICE 12-26-19	010-6004-451.50-24		7/2020	193.41
				183429400	MONTHLY SERVICE 12-26-19	010-6000-451.50-24		7/2020	21.82
								Total	
01/03/2020	265448	11301	OKLAHOMA SAFETY COUNCIL	77387	OCT TRAINING 14 PARTICIPANT	010-1102-419.30-87		7/2020	560.00
							Total		560.00
01/03/2020	265449	10291	CUBCC	SUMMERS	RES PLUMBING INSPEC CLASS	010-1415-424.60-28		7/2020	38.85
				TREAT	RES PLUMBING INSPEC CLASS	010-1415-424.60-28		7/2020	38.85
							Total		77.70

CITY OF BROKEN ARROW
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PERIOD YEAR	AMOUNT
01/03/2020	265451	9746 PARKS, JOHNNIE	JAN 2020	CELL PHONE	010-1700-419.50-22	7/2020 Total	80.00 80.00
01/03/2020	265453	10080 PEYDAY REALTY LLC	JAN 2020	RENT FOR JAN 2020	010-1700-419.40-33	7/2020 Total	2,900.00 2,900.00
01/03/2020	265466	888 PREFERRED BUSINESS SYST	0089481	COPIER RENTAL JAN 2020	010-6005-451.40-33	7/2020	72.38
			0889481	COPIER RENTAL JAN 2020	010-6002-451.40-33	7/2020	58.04
			089481	COPIER RENTAL JAN 2020	010-0800-415.40-33	7/2020	172.38
			089481	COPIER RENTAL JAN 2020	010-1105-419.40-33	7/2020	83.38
			089481	COPIER RENTAL JAN 2020	010-1200-419.40-33	7/2020	62.38
			089481	COPIER RENTAL JAN 2020	010-1400-419.40-33	7/2020	163.26
			089481	COPIER RENTAL JAN 2020	010-1415-424.40-33	7/2020	72.38
			089481	COPIER RENTAL JAN 2020	010-1700-419.40-33	7/2020	172.38
			089481	COPIER RENTAL JAN 2020	010-1800-419.40-33	7/2020	243.26
			089481	COPIER RENTAL JAN 2020	010-5300-431.40-33	7/2020	83.38
			089481	COPIER RENTAL JAN 2020	010-6000-451.40-33	7/2020	83.38
						Total	1,266.60
01/03/2020	265469	2045 PROFESSIONAL TURF PRODU	1477913-00	TRACTOR, PARTS	010-6000-451.60-20	7/2020 Total	231.30 231.30
01/03/2020	265470	5813 R&R PRODUCTS, INC.	CD2403444	TRACTOR, PARTS	010-6000-451.60-20	7/2020 Total	209.46 209.46
01/03/2020	265472	10531 RED ROCK FOOD EQUIPMENT	0014415-11	REFRIGERATION EQUIPMENT	010-6002-451.60-18	7/2020 Total	85.33 85.33
01/03/2020	265483	11234 SESAC LLC	10353033	MUSIC LICENSE	010-6005-451.30-85	7/2020 Total	2,179.00 2,179.00
01/03/2020	265484	11471 SHARON KAY PETRIK	JAN 2019	RENT FOR JAN 2020	010-0315-413.40-33	7/2020 Total	1,320.00 1,320.00
01/03/2020	265485	251 SHERWIN WILLIAMS CO	7464-4	PAINT, COATINGS, WALLPAPER	010-1700-419.60-18	7/2020	64.64
			7939-5	PAINT, COATINGS, WALLPAPER	010-5300-431.60-23	7/2020	12.73
			8104-5	PAINT, COATINGS, WALLPAPER	010-5300-431.60-23	7/2020	15.18
						Total	92.55
01/03/2020	265487	10566 SITE ONE LANDSCAPE SUPP	92174617-001 JN	PLUMBING EQUIPMENT	010-6000-451.60-23	7/2020	24.39
			92766672-001	PLUMBING EQUIPMENT	010-6000-451.60-23	7/2020	38.48
			96411506-001	PLUMBING EQUIPMENT	010-6003-451.60-23	7/2020	219.33
						Total	233.42
01/03/2020	265489	10264 SPURGEON, MICHAEL	JAN 29-30/2020	PER DIEM CMAO CONFERENCE	010-0300-413.50-03	7/2020 Total	77.00 77.00
01/03/2020	265492	11662 STEPHEN D OMENS PH.D	DEC 10, 2019	CANCELLED ARBITRATION CHRG	010-1700-419.30-08	7/2020 Total	1,500.00 1,500.00
01/03/2020	265494	11165 STONEY CREEK CONFERENCE	DEC 13-17/2019	EMPLOYEE AWARDS BANQUET	010-1700-419.50-89	7/2020 Total	7,987.82 7,987.82

Prepared: 01/03/2020, 8:54:32
 Program GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 21

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/03/2020	265495	10150 STORMWIND LLC	26936	COMPUTERS, DP & WORD PROC	010-1200-419.30-11		7/2020 Total	3,000.00 3,000.00
01/03/2020	265496	225 SUMMIT TRUCK GROUP	CM111196105 411196105 411196273	AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS	010-5300-431.60-20 010-5300-431.60-20 010-5300-431.60-20		7/2020 7/2020 7/2020 Total	862.50- 4,160.00 67.67 3,365.17
01/03/2020	265501	7521 THURMOND, CRAIG	JAN 21-25/2020	PER DIEM USCM MEETING	010-1700-419.50-03		7/2020 Total	281.20 281.20
01/03/2020	265502	7521 THURMOND, CRAIG	JAN 2020	CELL PHONE	010-1700-419.50-22		7/2020 Total	80.00 80.00
01/03/2020	265503	8666 TIGER WINDOW TINTING	2907	EQUIPMENT MAINT./REPAIR	010-1415-424.40-20		7/2020 Total	60.00 60.00
01/03/2020	265507	10416 TRANSCRIPTION EXPERTS	010400	MINUTES @.20 LESS 5%	010-1800-419.40-28		7/2020 Total	826.88 826.88
01/03/2020	265509	10202 TRIAD SERVICE CO	42285	AIR CONDITIONING & HEATING	010-6001-451.40-07		7/2020 Total	2,715.00 2,715.00
01/03/2020	265511	921 TULSA ABSTRACT AND TITL	474801	RADIUS RPT/LABELS	010-1410-419.30-87		7/2020 Total	350.00 350.00
01/03/2020	265518	1057 TULSA WORLD	11-4-12-1/2019	BOND SALE ADVERTISING	010-1700-419.50-05		7/2020 Total	137.92 137.92
01/03/2020	265521	4311 UNITED FORD	3448638	BLANKET ORDERS	010-1415-424.60-20		7/2020 Total	146.71 146.71
01/03/2020	265531	101 WELDON PARTS TULSA	2403900-00	BLANKET ORDERS	010-5300-431.60-20		7/2020 Total	86.05 86.05
01/03/2020	265532	88 WEST THOMSON REUTERS	841491872	MONTHLY SUBSCRIPTION NOV	010-0800-415.60-28		7/2020 Total	239.85 239.85
01/03/2020	265533	7724 WINDSTREAM	9184499015	101118081 12-23-19	010-6000-451.50-22		7/2020 Total	173.52 173.52
01/03/2020	265534	734 WINFIELD SOLUTIONS, LLC	63539432	WATER TREATING CHEMICALS	010-6003-451.60-34		7/2020 Total	278.28 278.28
01/03/2020	265537	3911 YORK ELECTRONICS SYSTEM	11644	MONITOR FEE CITY HALL	010-1700-419.40-07		7/2020 Total	300.00 300.00
01/03/2020	265538	3911 YORK ELECTRONICS SYSTEM	11539	REPAIRED PANIC ALARM	010-6005-451.40-07		7/2020 Total	111.00 111.00
01/03/2020	265539	3911 YORK ELECTRONICS SYSTEM	11516	RESET PANEL REMOTELY	010-6002-451.40-07		7/2020 Total	32.50 32.50

Prepared: 01/03/2020, 8:54:32
 Program GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 22

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/03/2020	265540	3911	YORK ELECTRONICS SYSTEM	11580	REMOVED USER FROM SYSTEM	010-6002-451.40-07		7/2020 Total	32.50 32.50
01/03/2020	265541	3911	YORK ELECTRONICS SYSTEM	11581	REPAIRED PANEL/PLAYHOUSE	010-6001-451.40-07		7/2020 Total	222.00 222.00
01/03/2020	265542	3911	YORK ELECTRONICS SYSTEM	11645	ANNUAL MONITOR FEE	010-6001-451.40-07		7/2020 Total	300.00 300.00
01/03/2020	265546	11933	GINZO	12-9-2019	TORT CLAIM DAMAGE/STREETS	010-1700-419.50-09		7/2020 Total	689.94 689.94
01/03/2020	265547	11934	ROBIN E BENJAMIN	TRT838.2020	TORT CLAIM DAMAGE/STREETS	010-1700-419.50-09		7/2020 Total	739.85 739.85
01/03/2020	265548	11935	STEPHANIE LAMB	121919	TORT CLAIM DAMAGE/STREETS	010-1700-419.50-09		7/2020 Total	200.87 200.87
01/03/2020	265550	79	BROKEN ARROW SENIORS	IN DEC 2019	SERVICE DIRECTOR	010-6002-451.50-10		7/2020 Total	4,674.50 4,674.50
01/03/2020	265551	1040	YOUTH SERVICES OF TULSA	JAN 2020	SERVICE CONTRACT	010-1700-419.50-10		7/2020 Total	2,500.00 2,500.00
01/03/2020	265555	99999	AUTRY, PATTY	MR Refund	AUTRY, PATTY	010-0000-229.09-00		6/2020 Total	150.00 150.00
						238 Checks	** Fund Total		455,578.52

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 53

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264819	3444	ADM RAL EXPRESS LLC	183819-S	OFFICE SUPPLIES NOVEMBER	027-1700-419.60-23		6/2020 Total	57.98 57.98
12/20/2019	264870	11368	BROKEN ARROW CHAMBER OF	49388	SALES & MARKETING BRKFST	027-1700-419.30-11		6/2020 Total	12.00 12.00
12/20/2019	264950	11689	GORDON OUTDOOR ADVERTIS	33257	ADVERTISING TOURISM	027-1700-419.30-87		6/2020 Total	750.00 750.00
12/20/2019	265031	11101	NATIONAL PEN	111226986	150 FLASHLIGHTS/ CVB	027-1700-419.60-23		6/2020 Total	357.40 357.40
12/20/2019	265041	3275	OKLAHOMA TOURISM & RECR	74-TB-2003	2020 TOTE BAG PROGRAM	027-1700-419.30-87		6/2020 Total	525.00 525.00
12/20/2019	265042	2696	OKLAHOMA TRAVEL INDUSTR	MR2020121	ANNUAL DUES/ BA CVB	027-1700-419.30-87		6/2020 Total	100.00 100.00
12/20/2019	265062	888	PREFERRED BUSINESS SYST	73770	TOURISM COPIER OVERAGES	027-1700-419.40-55		6/2020 Total	89.71 89.71
12/20/2019	265142	11023	U.S. TRAVEL ASSOCIATION	8385	ANNUAL DUES/ CVB	027-1700-419.30-85		6/2020 Total	1,074.00 1,074.00
01/03/2020	265281	11699	ALLSTATE TERMITE & PEST	690071	PEST CONTROL NOVEMBER	027-1700-419.40-28		7/2020 Total	15.00 15.00
01/03/2020	265286	442	AMERICAN ELECTRIC POWER	9567510260	9593931030 12-19-19	027-1700-419.50-25		7/2020 Total	64.93 64.93
01/03/2020	265292	42	ARROW SAFE AND LOCK INC	73423 053119	HARDWARE, AND ALLIED ITEMS	027-1700-419.60-23		7/2020 Total	12.20 12.20
01/03/2020	265484	11471	SHARON KAY PETRIK	JAN 2020	RENT FOR JAN 2020	027-1700-419.40-33		7/2020 Total	1,320.00 1,320.00
						12 Checks	** Fund Total		4,378.22

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 54

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264816	5904	ADDCO ELECTRIC INC.	24034	CONSTRUCTION	030-5300-431.70-04	205321	6/2020	12,500.00
				24035	CONSTRUCTION	030-5300-431.70-04	205321	8/2020	750.00
				24045	ELECTRICAL EQUIP & SUPPLY	030-6000-451.70-17	206013	8/2020	190.00
								Total	13,440.00
12/20/2019	264878	11325	CATALYST COMMERCIAL INC	3759	ELM & NEW ORLEANS WRKSHOP	030-1700-419.70-17	181714	6/2020	2,500.00
				3784	ELM & NEW ORLEANS WRKSHOP	030-1700-419.70-17	181714	8/2020	5,000.00
				3792	ELM & NEW ORLEANS WRKSHOP	030-1700-419.70-17	181714	8/2020	2,500.00
								Total	10,000.00
12/20/2019	264881	1756	CENTRAL PARK TAG AGENCY	L0095406640	TAG&TITLE/UNIT #2012 FD	030-3501-422.70-02	203504	6/2020	48.00
				L0281658928	TAG&TITLE/UNIT #1946 PD	030-3001-421.70-02	193001	8/2020	48.00
								Total	96.00
12/20/2019	264882	8941	CENTRAL RESTAURANT PROCD	11780825	APPLIANCES, HOUSEHOLD	030-6102-451.70-17	BC2009	6/2020	2,560.69
								Total	2,560.69
12/20/2019	264913	4730	DELL MARKETING L.P.	10359848445	COMPUTERS, DP & WORD PROC	030-1200-419.70-19	201203	6/2020	46.79
								Total	46.79
12/20/2019	264979	11664	KANSAS GOLF & TURF INC.	01-207701	LAWN EQUIPMENT	030-6000-451.70-03	206003	6/2020	92,458.00
								Total	92,458.00
12/20/2019	265029	90	NAPA AUTO PARTS	2210-950681	BLANKET ORDERS	030-3001-421.70-02	193001	6/2020	665.00
								Total	665.00
12/20/2019	265065	11117	PREMIER WOOD FLOOR	3775A/B	REPLACED GYM FLOOR	030-6000-451.70-17	206015	6/2020	990.00
								Total	990.00
12/20/2019	265073	7608	R.L. SHEARS COMPANY PC	1253	CONSTRUCTION	030-5300-431.70-16	ST1820	6/2020	6,000.00
								Total	6,000.00
12/20/2019	265102	574	SUPERIOR, LLC	261437	COMPUTERS, DP & WORD PROC	030-1200-419.70-19	201204	6/2020	1,000.00
								Total	1,000.00
12/20/2019	265131	1057	TULSA WORLD	10059-1118	BID 20.130	030-3501-422.70-15	163511	6/2020	189.42
				610063-1119	BID 20.131	030-5300-431.70-16	ST2034	6/2020	216.48
								Total	405.90
12/20/2019	265167	11894	ZEPHYR INDUSTRIES	44054	CUTTER MOUNT/ENGINE 7	030-3501-422.70-17	203507	6/2020	272.78
								Total	272.78
12/20/2019	265224	10695	PRO MOW LAWN & LANDSCAP	CL11-19.50	MISCELLANEOUS PRODUCTS	030-6000-451.70-17	206017	6/2020	1,746.92
				CL11-19.51	MISCELLANEOUS PRODUCTS	030-6000-451.70-17	206017	6/2020	3,982.40
								Total	5,729.32
01/03/2020	265276	5904	ADDCO ELECTRIC INC.	24029	PHOTOGRAPHIC EQUIPMENT	030-6000-451.70-17	206012	7/2020	1,286.00
								Total	1,286.00
01/03/2020	265277	11265	AIR COMFORT INC	127802	AIR CONDITIONING & HEATING	030-6000-451.70-17	206034	7/2020	9,245.00
								Total	9,245.00
01/03/2020	265305	8869	BILL KNIGHT FORD	FT11996	AUTO MAJOR TRANSPORTATION	030-5300-431.70-02	205332	7/2020	23,701.00

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 55

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
01/03/2020	265305	8869 BILL KNIGHT FORD	FT12026	AUTO MAJOR TRANSPORTATION	030-3001-421.70-02	203027	7/2020 Total	29,641.00 53,342.00
01/03/2020	265307	7535 BOB HOWARD DODGE	88064	AUTO MAJOR TRANSPORTATION	030-3001-421.70-02	193001	7/2020 Total	26,389.50 26,389.50
01/03/2020	265325	1756 CENTRAL PARK TAG AGENCY	L0205270992 L0209522224 L0301744384 L0301774384 L1384754736	TITLE/TAG SRVC TAG AND TITLE SERVICES TITLE/TAG SRVC TITLE/TAG SRVC TAG AND TITLE SERVICES	030-6000-451.70-02 030-3001-421.70-02 030-5300-431.70-02 030-3001-421.70-02 030-3001-421.70-02	203027 193001 205332 203027 193001	7/2020 7/2020 7/2020 7/2020 7/2020 Total	48.00 48.00 48.00 48.00 48.00 240.00
01/03/2020	265349	5129 DCI COMMUNICATIONS	616201	COMPUTERS, DP & WORD PROC	030-6000-451.70-17	206010	7/2020 Total	5,414.80 5,414.80
01/03/2020	265359	10570 ELLSWORTH CONSTRUCTION	FINAL	CONSTRUCTION	030-5300-431.70-15	ST1817	7/2020 Total	146,678.38 146,678.38
01/03/2020	265387	4997 HARRIS CORPORATION	PSPC 93334013	RADIO AND TELECOMMUNICATION	030-3001-421.70-02	193001	7/2020 Total	20,653.50 20,653.50
01/03/2020	265401	6240 JOHN VANCE MOTORS, INC.	101467	AUTO MAJOR TRANSPORTATION	030-6000-451.70-02	206006	7/2020 Total	23,355.25 23,355.25
01/03/2020	265420	5941 LOMES	01053 121019 01652 120419 02288 121019 02984 120919	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	030-1200-419.70-17 030-1200-419.70-17 030-1200-419.70-17 030-1200-419.70-17	191212 191212 191212 191212	7/2020 7/2020 7/2020 7/2020 Total	7.87 111.25 30.39 26.32 175.83
01/03/2020	265431	427 MOTOROLA SOLUTIONS INC	16082911	RADIO AND TELECOMMUNICATION	030-3001-421.70-02	203026	7/2020 Total	13,996.96 13,996.96
01/03/2020	265432	434 MULLIN PLUMBING INC	230755916	CONSTRUCTION	030-3501-422.70-15	203508	7/2020 Total	9,895.25 9,895.25
01/03/2020	265485	251 SHERWIN WILLIAMS CO	9345-3 9346-1	PAINT, COATINGS, WALLPAPER PAINT, COATINGS, WALLPAPER	030-1200-419.70-17 030-1200-419.70-17	191212 191212	7/2020 7/2020 Total	39.55 42.96 82.51
01/03/2020	265526	10488 WALLACE ENGINEERING	194000	CONSTRUCTION	030-5300-431.70-16	ST2034	7/2020 Total	6,196.50 6,196.50
					27 Checks	** Fund Total		450,615.96

Prepared: 01/03/2020, 8:54:32
 Program GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 56

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264859	6576	BAYSINGER POLICE SUPPLY	1030458	CARRIERS/ SI U&FI NANCE CHRG	031-3001-421.60-11		6/2020	360.00
				113019	CARRIERS/ SI U&FI NANCE CHRG	031-3001-421.60-11		6/2020	110.41
								Total	470.41
12/20/2019	264868	3792	BRANDON BERRYHILL	12-4-19	TRAINING PONCA CITY 12/4/19	031-3001-421.50-03	FED	6/2020	55.00
								Total	55.00
						2 Checks	** Fund Total		525.41

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 57

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264887	9315 CHEROKEE PRIDE CONST.	5	CONSTRUCTION	032-6000-451.70-15	186023	6/2020 Total	25,814.00 25,814.00
12/20/2019	264963	11297 HAPPY PLAYGROUNDS	1347	PARK, PLAYGROUND, SWIMMING	032-6000-451.70-17	206027	6/2020 Total	10,350.00 10,350.00
12/20/2019	265093	7921 SPRING CREEK NURSERY	157739	NURSERY STOCK & SUPPLIES	032-6000-451.70-17	PKDONA	6/2020 Total	190.00 190.00
12/20/2019	265121	3162 TROPHY & PLAQUE PLUS	72733	MARKERS, PLAQUES, SIGN, TRAF	032-6000-451.70-17	PKDONA	6/2020 Total	81.50 81.50
					4 Checks	** Fund Total		36,435.50

Prepared: 01/03/2020, 8:54:32
Program GMI79L
Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
CHECK REGISTER BY FUND

Page 58

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/03/2020	265549	77	BROKEN ARROW NEIGHBORS	DEC 2019	SERVICE CONTRACT	035-8018-444.50-10		7/2020 Total	2,517.25 2,517.25
01/03/2020	265550	79	BROKEN ARROW SENIORS	IN DEC 2019	SERVICE CONTRACT	035-8018-444.50-10		7/2020 Total	1,739.25 1,739.25
						2 Checks	** Fund Total		4,256.50

Prepared: 01/03/2020, 8:54:32
Program GMI79L
Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
CHECK REGISTER BY FUND

Page 59

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264852	8512	AT&T MOBILITY	287286573508	287286573508 11/2019	037-3001-421.50-22	193039	6/2020 Total	89.92 89.92
						1 Checks	** Fund Total		89.92

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 60

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264835	442	AMERICAN ELECTRIC POWER	LATE FEE	LATE FEE 11-27-19	042-5300-431.50-26		6/2020	1.28
				9500621030	9594528440 11-27-19	042-5300-431.50-26		6/2020	8.34
				9500965350	9594528440 11-27-19	042-5300-431.50-26		6/2020	49.12
				9501935680	9594528440 11-27-19	042-5300-431.50-26		6/2020	54.09
				9502441030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9504321030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.38
				9506821030	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.40
				9507421030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9510976040	9594528440 11-27-19	042-5300-431.50-26		6/2020	22.66
				9511636880	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.63
				9511991290	9594528440 11-27-19	042-5300-431.50-26		6/2020	39.06
				9512141030	9594528440 11-27-19	042-5300-431.50-26		6/2020	10.60
				9516020480	9594528440 11-27-19	042-5300-431.50-26		6/2020	50.45
				9516212140	9594528440 11-27-19	042-5300-431.50-26		6/2020	43.51
				9519475121	9594528440 11-27-19	042-5300-431.50-26		6/2020	66.25
				9519621030	9594528440 11-27-19	042-5300-431.50-26		6/2020	10.53
				9520772990	9594528440 11-27-19	042-5300-431.50-26		6/2020	55.12
				9522521030	9594528440 11-27-19	042-5300-431.50-26		6/2020	19.03
				9523014090	9594528440 11-27-19	042-5300-431.50-26		6/2020	51.83
				9525621030	9594528440 11-27-19	042-5300-431.50-26		6/2020	13.62
				9526677091	9594528440 11-27-19	042-5300-431.50-26		6/2020	59.12
				9527331550	9594528440 11-27-19	042-5300-431.50-26		6/2020	53.81
				9529321030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9529480110	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.52
				9530822820	9594528440 11-27-19	042-5300-431.50-26		6/2020	57.03
				9531621030	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.68
				9532221030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9532705630	9594528440 11-27-19	042-5300-431.50-26		6/2020	51.13
				9535202220	9594528440 11-27-19	042-5300-431.50-26		6/2020	69.05
				9535321030	9594528440 11-27-19	042-5300-431.50-26		6/2020	8.11
				9538421030	9594528440 11-27-19	042-5300-431.50-26		6/2020	11.60
				9540471450	9594528440 11-27-19	042-5300-431.50-26		6/2020	37.08
				95411161102	95411161102 12-02-2019	042-5300-431.50-26		6/2020	19,341.97
				9543141030	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.06
				9544421030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9545641030	9594528440 11-27-19	042-5300-431.50-26		6/2020	10.03
				9548453960	9594528440 11-27-19	042-5300-431.50-26		6/2020	79.99
				9550421030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9550923190	9594528440 11-27-19	042-5300-431.50-26		6/2020	33.03
				9551331030	9594528440 11-27-19	042-5300-431.50-26		6/2020	8.51
				9552156980	9594528440 11-27-19	042-5300-431.50-26		6/2020	54.15
				9552241030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9552939370	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.47
				9553213480	9594528440 11-27-19	042-5300-431.50-26		6/2020	53.52
				9555220450	9594528440 11-27-19	042-5300-431.50-26		6/2020	63.76
				9556631020	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9557061860	9594528440 11-27-19	042-5300-431.50-26		6/2020	10.75
				9563221030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
				9569421030	9594528440 11-27-19	042-5300-431.50-26		6/2020	13.62
				9570131031	9594528440 11-27-19	042-5300-431.50-26		6/2020	10.41
				9572321030	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.74
				9574821030	9594528440 11-27-19	042-5300-431.50-26		6/2020	8.05
				9575421030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72

Prepared: 01/03/2020, 8:54:32
 Program: GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 61

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264835	442 AMERICAN ELECTRIC POWER	9575888820	9594528440 11-27-19	042-5300-431.50-26		6/2020	49.34
			9576247980	9594528440 11-27-19	042-5300-431.50-26		6/2020	61.14
			9576641030	9594528440 11-27-19	042-5300-431.50-26		6/2020	14.07
			9576706120	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.63
			9578167570	9594528440 11-27-19	042-5300-431.50-26		6/2020	58.63
			9579383870	9594528440 11-27-19	042-5300-431.50-26		6/2020	48.04
			9581421030	9594528440 11-27-19	042-5300-431.50-26		6/2020	13.62
			9585431030	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.63
			9587832330	9594528440 11-27-19	042-5300-431.50-26		6/2020	91.29
			9589131030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
			9590521030	9594528440 11-27-19	042-5300-431.50-26		6/2020	9.63
			9594221030	9594528440 11-27-19	042-5300-431.50-26		6/2020	12.72
			9594351801	9594528440 11-27-19	042-5300-431.50-26		6/2020	30.77
							Total	21,157.52
12/20/2019	264871	71 BROKEN ARROW ELECTRIC SUPPLY	S2601570.001	BLANKET ORDERS	042-5300-431.60-23		6/2020	644.69
			S2602293.001	BLANKET ORDERS	042-5300-431.60-23		6/2020	73.65
			S2603484.001	BLANKET ORDERS	042-5300-431.60-23		6/2020	28.55
			S2603968.001	BLANKET ORDERS	042-5300-431.60-23		6/2020	28.55
			S2603978.001	BLANKET ORDERS	042-5300-431.60-23		6/2020	41.63
							Total	759.97
12/20/2019	264943	602 GADES SALES COMPANY	0077580-1N	MARKERS, PLAQUES, SIGN, TRAF	042-5300-431.60-35		6/2020	3,750.00
							Total	3,750.00
12/20/2019	264990	399 LOCKE SUPPLY COMPANY	38835948-00	BLANKET ORDERS	042-5300-431.60-35		6/2020	4.49
			38839554-00	BLANKET ORDERS	042-5300-431.60-35		6/2020	94.52
			38847225-00	BLANKET ORDERS	042-5300-431.60-35		6/2020	4.49
			38877076-00	BLANKET ORDERS	042-5300-431.60-23		6/2020	215.39
			38906569-00	BLANKET ORDERS	042-5300-431.60-23		6/2020	184.62
			38919708-00	BLANKET ORDERS	042-5300-431.60-35		6/2020	31.51
			38930622-00	BLANKET ORDERS	042-5300-431.60-35		6/2020	4.49
							Total	539.51
12/20/2019	265117	3321 TRAFFIC PARTS INC	489653	MARKERS, PLAQUES, SIGN, TRAF	042-5300-431.60-35		6/2020	120.00
							Total	120.00
01/03/2020	265372	602 GADES SALES COMPANY	0077718-1N	MARKERS, PLAQUES, SIGN, TRAF	042-5300-431.60-35		7/2020	1,250.00
							Total	1,250.00
01/03/2020	265412	399 LOCKE SUPPLY COMPANY	38695983-00	BLANKET ORDERS	042-5300-431.60-35		7/2020	15.75
			38940100-00	BLANKET ORDERS	042-5300-431.60-35		7/2020	15.75
			38953489-00	BLANKET ORDERS	042-5300-431.60-35		7/2020	4.13
			38979505-00	BLANKET ORDERS	042-5300-431.60-35		7/2020	15.75
			38990757-00	BLANKET ORDERS	042-5300-431.60-35		7/2020	31.51
			39017571-00	BLANKET ORDERS	042-5300-431.60-23		7/2020	82.17
			39020886-00	BLANKET ORDERS	042-5300-431.60-23		7/2020	518.54
							Total	683.60
01/03/2020	265420	5941 LOWES	01022 121019	BLANKET ORDERS	042-5300-431.60-35		7/2020	3.31
							Total	3.31
					8 Checks	** Fund Total		28,263.91

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 62

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264811	9027 A & A ASPHALT INC.	12-2-5/19	COLD MILLING ASPHALT	043-5300-431.70-15		6/2020 Total	17,105.00 17,105.00
12/20/2019	264824	22 ALLIED FENCE CO OF TULS	839748	GROUNDS & PARK SERVICES	043-5300-431.70-15	ST2010	6/2020 Total	1,527.00 1,527.00
12/20/2019	264840	420 APAC-CENTRAL, INC	7001311320	BLANKET ORDERS	043-5300-431.70-15	ST2010	6/2020 Total	7,701.82 7,701.82
12/20/2019	264887	9315 CHEROKEE PRIDE CONST. I	BI D#19.136 1 110419 1 111419 1 112619	PCC CONTRACT #5 CONSTRUCTION CONSTRUCTION PUBLIC WORKS & RELATED SE	043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15	ST2020 ST1912 ST1917 ST1902	6/2020 6/2020 6/2020 6/2020 Total	22,587.00 51,187.00 33,060.00 68,324.00 175,138.00
12/20/2019	264898	4270 CMC CONSTRUCTION SERVICE	711181 713383	PAINT, COATINGS, WALLPAPER TOOLS, HAND (NOT CLASSED)	043-5300-431.70-15 043-5300-431.70-15	ST2010 ST2010	6/2020 6/2020 Total	461.50 138.05 599.55
12/20/2019	265139	9569 TWIN CITIES READY MIX I	193460 195156 195275 195352 195438 195571 195572 195655 195656 195746 195932 195933 195958 196015 196016 196098	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15	ST2010 ST2010 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002 ST2002	6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	900.00 1,015.00 15,225.00 1,880.00 3,323.50 2,436.00 830.88 977.50 4,887.50 4,136.00 3,985.00 6,169.50 4,496.50 782.00 4,203.25 1,624.00 56,871.63
01/03/2020	265290	420 APAC-CENTRAL, INC	7001318476 7001318489	BLANKET ORDERS BLANKET ORDERS	043-5300-431.70-15 043-5300-431.70-15	ST2011 ST2011	7/2020 7/2020 Total	14,582.59 7,624.80 22,207.39
01/03/2020	265328	9315 CHEROKEE PRIDE CONST. I 2		PUBLIC WORKS & RELATED SE	043-5300-431.70-15	ST1902	7/2020 Total	109,848.50 109,848.50
01/03/2020	265339	4270 CMC CONSTRUCTION SERVICE	723686	HARDWARE, AND ALLIED ITEMS	043-5300-431.70-15	ST2002	7/2020 Total	280.00 280.00
01/03/2020	265361	8702 ERGON ASPHALT & EMULSION	9402177396	BLANKET ORDERS	043-5300-431.70-15	ST2011	7/2020 Total	1,007.40 1,007.40
01/03/2020	265420	5941 LOWES	01147 121119 01556 112019 01925 121019	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	043-5300-431.70-15 043-5300-431.70-15 043-5300-431.70-15	ST2002 ST2010 ST2002	7/2020 7/2020 7/2020	166.20 83.44 56.79

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 63

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/03/2020	265420	5941 LOWES	11629 112519	BLANKET ORDERS	043-5300-431.70-15	ST2011	7/2020	36.09
			13955 112519	BLANKET ORDERS	043-5300-431.70-15	ST2011	7/2020	22.69
							Total	365.21
01/03/2020	265520	9569 TWIN CITIES READY MIX I	196178	BLANKET ORDERS	043-5300-431.70-15	ST2002	7/2020	2,932.50
			196248	BLANKET ORDERS	043-5300-431.70-15	ST2002	7/2020	940.00
			196249	BLANKET ORDERS	043-5300-431.70-15	ST2002	7/2020	2,397.00
			196411	BLANKET ORDERS	043-5300-431.70-15	ST2002	7/2020	947.25
			196483	BLANKET ORDERS	043-5300-431.70-15	ST2002	7/2020	3,519.00
							Total	10,735.75
01/03/2020	265522	5410 UNITED RENTALS, INC	176849887-001	EQUIP. MAINT. SAFETY/1ST AID	043-5300-431.70-15	ST2002	7/2020	368.40
							Total	368.40
					13 Checks	** Fund Total		403,755.65

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264819	3444 ADM RAL EXPRESS LLC	C2067172-0	CREDIT	044-3001-421.60-03		6/2020	36.76-
			183574-S	OFFICE SUPPLIES NOVEMBER	044-3001-421.60-03		6/2020	625.17
			183574-S	OFFICE SUPPLIES NOVEMBER	044-3001-421.60-24		6/2020	220.20
			183575-S	OFFICE SUPPLIES NOVEMBER	044-3008-421.60-03		6/2020	484.74
			183759-S	OFFICE SUPPLIES NOVEMBER	044-3009-421.60-03		6/2020	772.38
			183761-S	OFFICE SUPPLIES NOVEMBER	044-3008-421.60-03		6/2020	14.86
			183787-S	OFFICE SUPPLIES NOVEMBER	044-3006-421.60-03		6/2020	114.68
							Total	2,195.27
12/20/2019	264835	442 AMERICAN ELECTRIC POWER	9518031030	9592341030 11-27-19	044-3001-421.50-25		6/2020	465.53
			9521921030	9592341030 11-27-19	044-3001-421.50-25		6/2020	3,260.35
			9523816640	9592341030 11-27-19	044-3001-421.50-25		6/2020	72.66
			9525277700	9592341030 11-27-19	044-3001-421.50-25		6/2020	110.23
			9554431030	9592341030 11-27-19	044-3001-421.50-25		6/2020	91.39
			9562261602	9592341030 11-27-19	044-3001-421.50-25		6/2020	3,778.68
			9567750631	9592341030 11-27-19	044-3001-421.50-25		6/2020	2,631.88
			9581764230	9592341030 11-27-19	044-3001-421.50-25		6/2020	1,167.82
							Total	11,578.54
12/20/2019	264852	8512 AT&T MOBILITY	287284259827/11	28724259827 11/2019	044-3001-421.50-54		6/2020	80.08
			287286573508	287286573508 11/2019	044-3001-421.50-22		6/2020	4,277.40
			287286573508	287286573508 11-25-2019	044-3001-421.50-54		6/2020	10,878.12
			287286573508	287286573508 11/2019	044-3001-421.60-24		6/2020	30.00
			287286573508	287286573508 11/2019	044-3009-421.50-22		6/2020	33.16
							Total	15,298.76
12/20/2019	264856	6375 ATWOOD DISTRIBUTING LP	001853/ M	BLANKET ORDERS	044-3009-421.60-23		6/2020	9.44
			001860/ M	BLANKET ORDERS	044-3009-421.60-23		6/2020	10.49
							Total	19.93
12/20/2019	264862	7116 BETHEL BODY SHOP, INC.	24202	EQUIPMENT MAINT/REPAIR	044-3001-421.40-20		6/2020	103.00
							Total	103.00
12/20/2019	264865	11869 BIXBY CUSTOM FINISHES I	112619	BUILDING MAINTENANCE/REPR	044-3001-421.70-15	203010	6/2020	6,615.00
							Total	6,615.00
12/20/2019	264897	9151 CLEAN THE UNIFORM COCK	50099673	RENTAL 211528 12-06-19	044-3001-421.40-33		6/2020	1.60
			50099674	RENTAL 211532 12-04-19	044-3001-421.40-33		6/2020	2.20
			50100123	RENTAL 211528 12-04-19	044-3001-421.40-33		6/2020	17.20
							Total	21.00
12/20/2019	264905	11803 COVETRUS DBA BUTLER AM	SC40208	SURGICAL/MEDICAL SUPPLIES	044-3009-421.60-23		6/2020	307.03
			SC95477	SURGICAL/MEDICAL SUPPLIES	044-3009-421.60-23		6/2020	608.38
							Total	915.41
12/20/2019	264906	6347 COX COMMUNICATIONS	066267502	MONTHLY SERVICE 12-4-19	044-3001-421.50-54		6/2020	116.96
			069285801	MONTHLY SRV DEC 6, 2019	044-3001-421.50-22		6/2020	2,560.46
							Total	2,677.42
12/20/2019	264909	1349 CUMMINS ALLISON CORP	1355141	MAINT CONTRACT #8393587	044-3001-421.40-55		6/2020	491.00
							Total	491.00
12/20/2019	264910	4513 CUSTOM SERVICES	398063	CK UNIT/ANIMAL SHELTER	044-3009-421.40-07		6/2020	84.00

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 65

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264910	4513 CUSTOM SERVICES	401512	REPAIRED BOILER	044-3001-421.40-07		6/2020 Total	327.47 411.47
12/20/2019	264919	10995 DR. BINU THEVATHERI L.DV	112219 120619	SPAY/NEUTER OF ANIMALS SPAY/NEUTER ANIMALS	044-3009-421.30-87 044-3009-421.30-87		6/2020 6/2020 Total	500.00 1,010.00 1,510.00
12/20/2019	264928	538 EQUI FAX	5635475	MINIMUM MONTHLY CHARGES	044-3001-421.50-54		6/2020 Total	60.00 60.00
12/20/2019	264930	7211 EXCITE PROMOS, INC.	7208	JR POLICE BADGES	044-3001-421.60-23		6/2020 Total	1,546.73 1,546.73
12/20/2019	264931	5727 FAMILY & CHILDRENS SERV	1911-199	VOCA GRANT	044-3001-421.30-87		6/2020 Total	3,926.58 3,926.58
12/20/2019	264932	625 FASTENAL COMPANY	OKTU733735	BLANKET ORDERS	044-3001-421.60-23		6/2020 Total	10.50 10.50
12/20/2019	264937	206 FERGUSON PONTIAC GMC TR	145948 146002	AUTO & TRUCK MAINT. ITEMS AUTO & TRUCK MAINT. ITEMS	044-3001-421.60-20 044-3001-421.60-20		6/2020 6/2020 Total	212.76 188.35 401.11
12/20/2019	264941	9962 FIRSTLINE FILTERS LLC	2016-5695 2016-5695	AIR CONDITIONING & HEATING AIR CONDITIONING & HEATING	044-3001-421.60-18 044-3009-421.60-18		6/2020 6/2020 Total	602.18 85.28 687.46
12/20/2019	264964	11444 HARRISON ENERGY PARTNER	169310	AGREEMENT12-1/19-11-30/20	044-3001-421.40-07		6/2020 Total	2,038.00 2,038.00
12/20/2019	264967	355 INCOG	223227	NOV 2019 MAPPING	044-3006-421.40-55		6/2020 Total	1,820.79 1,820.79
12/20/2019	264974	10554 JIM NORTON CHEVROLET	CTCS131086 CTCS133069	EQUIPMENT MAINT./REPAIR EQUIPMENT MAINT./REPAIR	044-3001-421.40-20 044-3001-421.40-20		6/2020 6/2020 Total	269.90 1,022.72 1,292.62
12/20/2019	264981	3770 KI	14083846	FURNITURE, OFFICE	044-3001-421.60-24		6/2020 Total	1,532.00 1,532.00
12/20/2019	264986	4225 LANGUAGE LINE SERVICE	4691201	INTERPRETER/COMMUNICATION	044-3006-421.30-87		6/2020 Total	78.91 78.91
12/20/2019	264990	399 LOCKE SUPPLY COMPANY	38859975-00 38906623-00 38920346-00	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	044-3008-421.60-18 044-3001-421.60-23 044-3001-421.60-23		6/2020 6/2020 6/2020 Total	38.47 395.85 23.52 457.84
12/20/2019	264991	10782 LOCKED! NRN	112919 120519	REQUIRED HEALTH CARE REQUIRED HEALTH CARE	044-3008-421.30-87 044-3008-421.30-87		6/2020 6/2020 Total	259.50 259.50 519.00
12/20/2019	264998	7418 MATTHEWS FORD	F4CS244491	EQUIPMENT MAINT./REPAIR	044-3001-421.40-20		6/2020	393.79

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	393.79
12/20/2019	265002	7610 MEDNOW URGENT CARE CENT	4022291	HEP B AND TB TEST	044-3001-421.30-87		6/2020	122.00
							Total	122.00
12/20/2019	265006	416 MIDWEST BEARING & CHAIN	233067	BEARINGS(EXCEPT WHEEL)	044-3001-421.60-18		6/2020	94.65
							Total	94.65
12/20/2019	265029	90 NAPA AUTO PARTS	2210-948850	BLANKET ORDERS	044-3001-421.60-20		6/2020	201.94
			2210-949642	BLANKET ORDERS	044-3001-421.60-20		6/2020	282.00
			2210-949744	BLANKET ORDERS	044-3001-421.60-20		6/2020	46.99
			2210-949942	BLANKET ORDERS	044-3001-421.60-20		6/2020	3.59
			2210-950064	BLANKET ORDERS	044-3001-421.60-20		6/2020	54.12
			2210-950066	BLANKET ORDERS	044-3001-421.60-20		6/2020	10.11
			2210-950074	BLANKET ORDERS	044-3001-421.60-20		6/2020	5.51
			2210-950084	BLANKET ORDERS	044-3001-421.60-20		6/2020	18.00
			2210-950189	BLANKET ORDERS	044-3001-421.60-20		6/2020	29.99
			2210-950303	BLANKET ORDERS	044-3001-421.60-20		6/2020	3.59
			2210-950312	BLANKET ORDERS	044-3001-421.60-20		6/2020	11.07
			2210-950364	BLANKET ORDERS	044-3001-421.60-20		6/2020	5.62
			2210-950377	BLANKET ORDERS	044-3009-421.60-20		6/2020	4.78
			2210-950405	BLANKET ORDERS	044-3001-421.60-20		6/2020	156.00
			2210-950408	BLANKET ORDERS	044-3001-421.60-20		6/2020	7.98
			2210-950412	BLANKET ORDERS	044-3001-421.60-20		6/2020	102.40
			2210-950414	BLANKET ORDERS	044-3009-421.60-20		6/2020	25.98
			2210-950599	BLANKET ORDERS	044-3001-421.60-20		6/2020	6.42
			2210-950630	BLANKET ORDERS	044-3001-421.60-20		6/2020	225.18
			2210-950631	BLANKET ORDERS	044-3001-421.60-20		6/2020	244.40
			2210-950652	BLANKET ORDERS	044-3001-421.60-20		6/2020	165.70
			2210-950669	BLANKET ORDERS	044-3001-421.60-20		6/2020	225.18
			2210-950697	BLANKET ORDERS	044-3001-421.60-20		6/2020	53.99
			2210-950698	BLANKET ORDERS	044-3001-421.60-20		6/2020	98.70
			2210-950850	BLANKET ORDERS	044-3001-421.60-20		6/2020	206.76
			2210-950863	BLANKET ORDERS	044-3001-421.60-20		6/2020	8.90
			2210-951038	BLANKET ORDERS	044-3001-421.60-20		6/2020	41.84
			2210-951065	BLANKET ORDERS	044-3001-421.60-20		6/2020	2.73
			2210-951066	BLANKET ORDERS	044-3001-421.60-20		6/2020	8.10
			2210-951119	BLANKET ORDERS	044-3001-421.60-20		6/2020	183.87
			2210-951146	BLANKET ORDERS	044-3001-421.60-20		6/2020	98.00
			2210-951497	BLANKET ORDERS	044-3001-421.60-20		6/2020	26.98
			2210-951806	BLANKET ORDERS	044-3001-421.60-20		6/2020	19.33
			2210-951823	BLANKET ORDERS	044-3001-421.60-20		6/2020	118.19
			2210-951854	BLANKET ORDERS	044-3001-421.60-20		6/2020	9.86
			2210-951879	BLANKET ORDERS	044-3001-421.60-20		6/2020	12.68
							Total	1,806.34
12/20/2019	265043	3356 ONETA ANIMAL CLINIC	112619	CONSULTATION TRIPS	044-3009-421.30-87		6/2020	400.00
							Total	400.00
12/20/2019	265047	307 OTA PIKEPASS CENTER	20191196228	TRAVEL PIKEPASS FEES	044-3001-421.50-03		6/2020	22.74
							Total	22.74
12/20/2019	265057	5246 POLICE EXECUTIVE RESEAR	1072	RENEWAL/ MAJ THOMAS COOPER	044-3001-421.30-85		6/2020	200.00

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	265057	5246 POLICE EXECUTIVE RESEARCH	804	BERRYHILL MEMBERSHIP RENEW	044-3001-421.30-85		6/2020 Total	475.00 675.00
12/20/2019	265062	888 PREFERRED BUSINESS SYSTEMS	73770 73770 73770 73770	POLICE DEPT COPIER OVER JAIL COPIER OVERAGES ANIMAL SHELTER COPIER OVER RECORDS COPIER OVERAGES	044-3001-421.40-55 044-3008-421.40-55 044-3009-421.40-55 044-3010-421.40-55		6/2020 6/2020 6/2020 6/2020 Total	299.97 37.75 4.51 128.81 471.04
12/20/2019	265063	6768 PREMIER COLLISSION CENTER	2745	EQUIPMENT MAINT./REPAIR	044-3001-421.40-20		6/2020 Total	2,099.99 2,099.99
12/20/2019	265078	4904 RHIANNA RUSSELL	12-15-20/2019	TEACHING DIVERSITY DEC/19	044-3001-421.50-03		6/2020 Total	296.80 296.80
12/20/2019	265084	8855 SALTUS TECHNOLOGIES LLC	1912-05	DIGITICKET HOSTING FEE	044-3006-421.40-55		6/2020 Total	13,625.00 13,625.00
12/20/2019	265085	584 SAMS CLUB	2883835272117 403087089552752 56376142571733	FOOD SUPPLIES FOOD SUPPLIES FOOD SUPPLIES	044-3008-421.60-23 044-3008-421.60-23 044-3008-421.60-23		6/2020 6/2020 6/2020 Total	48.20 1,286.67 93.60 1,428.47
12/20/2019	265087	11435 SELECT ADVANTAGE	10345911	911 ASSESSMENT NOV 2019	044-3006-421.30-11		6/2020 Total	50.00 50.00
12/20/2019	265092	7644 SOUTHERN AGRICULTURE	569950 592561 593190 594647 597285 597367	FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS FEED, BEDDING, FOR ANIMALS	044-3001-421.60-47 044-3001-421.60-47 044-3001-421.60-47 044-3001-421.60-47 044-3001-421.60-47 044-3001-421.60-47		6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	78.68 69.98 56.99 56.99 68.98 56.99 388.61
12/20/2019	265113	7782 TIGER, INC.	1119556503 1119556533 1119556534	MONTHLY SRVC 11-1-30/19 MONTHLY SRVC 11-1-30/19 MONTHLY SRVC 11-1-30/19	044-3001-421.50-24 044-3001-421.50-24 044-3001-421.50-24		6/2020 6/2020 6/2020 Total	218.08 385.53 149.93 753.54
12/20/2019	265130	6822 TULSA WINNELSON COMPANY	156404-01	BLANKET ORDERS	044-3001-421.60-23		6/2020 Total	21.80 21.80
12/20/2019	265145	4311 UNITED FORD	3440478 3445147	BLANKET ORDERS BLANKET ORDERS	044-3001-421.60-20 044-3001-421.60-20		6/2020 6/2020 Total	187.77 341.32 529.09
12/20/2019	265150	2010 WALGREENS COMPANY	500050274	PRESCRIPTION MEDS INMATES	044-3008-421.30-87		6/2020 Total	23.98 23.98
12/20/2019	265155	101 WELDON PARTS TULSA	2395323-00	BLANKET ORDERS	044-3001-421.60-20		6/2020 Total	169.00 169.00
12/20/2019	265157	10772 WEX FLEET UNIVERSAL	62566864	FUEL POLICE NOVEMBER 2019	044-3001-421.60-21		6/2020	4,519.06

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Prepared: 01/03/2020, 8:54:32
 Program: GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 69

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
01/03/2020	265337	9151 CLEAN THE UNIFORM COCK	50101898 50101899 50102346	RENTAL 211532 12-18-2019 RENTAL 211532 12-18-2019 RENTAL 211528 12/20/19	044-3001-421.40-33 044-3001-421.40-33 044-3001-421.40-33		7/2020 7/2020 7/2020 Total	1.60 2.20 17.20 21.00
01/03/2020	265344	6347 COX COMMUNICATIONS	072144601 073542801	MONTHLY SERVICE 12-25-19 MONTHLY SERVICE 12-18-19	044-3009-421.50-22 044-3001-421.50-22		7/2020 7/2020 Total	77.71 99.41 177.12
01/03/2020	265354	10995 DR. BINU THEVATHERI L.DV	121319	SPAY/NEUTER	044-3009-421.30-87		7/2020 Total	445.00 445.00
01/03/2020	265365	206 FERGUSON PONTIAC GMC TR	146099	AUTO & TRUCK MAINT. ITEMS	044-3001-421.60-20		7/2020 Total	348.46 348.46
01/03/2020	265369	216 FORD AUDIO VIDEO SYSTEM	302005264	REPAIR EQUIPMENT	044-3001-421.40-07		7/2020 Total	640.00 640.00
01/03/2020	265383	5040 GT DISTRIBUTORS-AUSTIN	INV0741604	POLICE EQUIPMENT AND SUPP	044-3001-421.60-32		7/2020 Total	2,996.40 2,996.40
01/03/2020	265393	9206 IAN SCERGER	121819	REIMB TUITI ON FALL 2019	044-3001-421.30-11		7/2020 Total	1,200.00 1,200.00
01/03/2020	265396	9149 JACK CLANCY ASSOCIATES	1264	2019-20 BAPD EXAMINATIONS	044-3001-421.30-87		7/2020 Total	30,000.00 30,000.00
01/03/2020	265397	5393 JAMIE DUFRIEND	FALL 2019	REIMB TUITI ON FALL 2019	044-3001-421.30-11		7/2020 Total	829.95 829.95
01/03/2020	265403	10070 KIESLER POLICE SUPPLY I	INV122736	POLICE EQUIPMENT AND SUPP	044-3001-421.60-32		7/2020 Total	2,970.00 2,970.00
01/03/2020	265409	10678 LEONARDO SANCHEZ	121819	REIMB TUITI ON FALL 2019	044-3006-421.30-11		7/2020 Total	1,058.27 1,058.27
01/03/2020	265412	399 LOCKE SUPPLY COMPANY	38395780-00 38920277-00 38939911-00 38943143-00 38952846-00 38962995-00	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	044-3001-421.60-18 044-3001-421.60-23 044-3001-421.60-18 044-3001-421.60-18 044-3001-421.60-18 044-3001-421.60-18		7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 Total	17.78 1,240.91 86.40 213.56 78.47 154.51 1,791.63
01/03/2020	265413	10782 LOCKEDIRN	121319 122019	REQUIRED INMATE HEALTH REQ INMATE HEALTH CARE	044-3008-421.30-87 044-3008-421.30-87		7/2020 7/2020 Total	259.50 259.50 519.00
01/03/2020	265414	9556 LOUIS GLOVES INC	032065	CLOTHING & APPAREL	044-3008-421.60-11		7/2020 Total	684.00 684.00
01/03/2020	265420	5941 LOWES	15846 120219	BLANKET ORDERS	044-3001-421.60-55		7/2020 Total	178.52 178.52

Prepared: 01/03/2020, 8:54:32
 Program: GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
01/03/2020	265423	11818 MARY ANN GONZALEZ	121919	REIMB TUITI ON FALL 2019	044-3006-421.30-11		7/2020 Total	2,032.14 2,032.14
01/03/2020	265427	7610 MEDNOW URGENT CARE CENT	4022694	IMMUNIZATI ONS/ SCREENI NGS	044-3001-421.30-87		7/2020 Total	43.50 43.50
01/03/2020	265438	90 NAPA AUTO PARTS	2210-951168	BLANKET ORDERS	044-3001-421.60-20		7/2020	98.00
			2210-951180	BLANKET ORDERS	044-3001-421.60-20		7/2020	5.50-
			2210-951811	BLANKET ORDERS	044-3001-421.60-20		7/2020	201.94
			2210-951921	BLANKET ORDERS	044-3001-421.60-20		7/2020	64.95
			2210-952194	BLANKET ORDERS	044-3001-421.60-20		7/2020	25.98
			2210-952420	BLANKET ORDERS	044-3001-421.60-20		7/2020	2.39
			2210-952443	BLANKET ORDERS	044-3001-421.60-20		7/2020	88.12
			2210-952480	BLANKET ORDERS	044-3001-421.60-20		7/2020 Total	80.09 553.97
01/03/2020	265439	4964 NAPWA	121919	MEMBERSHI P RENEWALS	044-3001-421.30-85		7/2020 Total	135.00 135.00
01/03/2020	265447	309 OKLAHOMA NATURAL GAS CO	110008282	MONTHLY SERVI CE 12-13-19	044-3001-421.50-24		7/2020	238.39
			111367300	MONTHLY SERVI CE 12-26-19	044-3001-421.50-24		7/2020	28.15
			114669973	MONTHLY SERVI CE 12-23-19	044-3001-421.50-24		7/2020	268.11
			114839300	MONTHLY SERVI CE 12-13-19	044-3001-421.50-24		7/2020	182.49
			252838500	MONTHLY SERVI CE 12-13-19	044-3001-421.50-24		7/2020 Total	160.13 875.27
01/03/2020	265466	888 PREFERRED BUSI NESS SYST	089481	COPI ER RENTAL JAN 2020	044-3001-421.40-33		7/2020	256.15
			089481	COPI ER RENTAL JAN 2020	044-3006-421.40-33		7/2020	70.88
			089481	COPI ER RENTAL JAN 2020	044-3008-421.40-33		7/2020	85.39
			089481	COPI ER RENTAL JAN 2020	044-3009-421.40-33		7/2020	14.51
			089481	COPI ER RENTAL JAN 2020	044-3010-421.40-33		7/2020 Total	172.38 599.31
01/03/2020	265478	255 SAF T GLOVE INC	914150-00	POLI CE EQUI PMENT AND SUPP	044-3009-421.60-11		7/2020 Total	98.19 98.19
01/03/2020	265481	584 SAMS CLUB	56186164937850	FOOD/ SUPPLI ES	044-3008-421.60-23		7/2020	215.40
			721673656008368	FOOD/ SUPPLI ES	044-3008-421.60-23		7/2020	493.63
			89961403976746	OFFI CE SUPPLI ES	044-3006-421.60-03		7/2020	37.41
			9277472038342	FOOD/ SUPPLI ES	044-3008-421.60-23		7/2020 Total	892.63 1,639.07
01/03/2020	265482	742 SECRETARY OF STATE	121919	FI LI NG NOTARY/ TI M BONI	044-3009-421.30-11		7/2020 Total	10.00 10.00
01/03/2020	265486	9811 SI GN SOLUTI ONS	3856	EQUI PMENT MAI N. / REPAI R	044-3001-421.40-20		7/2020	174.75
			3860	EQUI PMENT MAI N. / REPAI R	044-3009-421.40-20		7/2020 Total	150.00 324.75
01/03/2020	265488	7644 SOUTHERN AGRI CULTURE	598269	FEED, BEDDI NG, FOR ANI MALS	044-3001-421.60-47		7/2020 Total	56.99 56.99
01/03/2020	265494	11165 STONEY CREEK CONFERENCE	14020	POLI CE AWARD BANQUET	044-3001-421.50-89		7/2020	2,443.45

Prepared: 01/03/2020, 8:54:32
 Program GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 71

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Tot al	2,443.45
01/03/2020	265499	3964 THE ARROW GROUP	85351	NOTARY BOND/TIM BONI	044-3009-421.30-11		7/2020	30.00
							Tot al	30.00
01/03/2020	265500	9863 THE HUMAN SOLUTION	INW180117	FURNITURE, OFFICE	044-3006-421.60-24		7/2020	1,236.00
							Tot al	1,236.00
01/03/2020	265513	6671 TULSA CLEANING SYSTEMS	67024	DISH DETERGENT/SANITIZER	044-3009-421.60-30		7/2020	182.23
							Tot al	182.23
01/03/2020	265524	9313 VANCE CHEVROLET	15380	AUTO MAJOR TRANSPORTATION	044-3001-421.70-02	203004	7/2020	24,083.00
			15382	AUTO MAJOR TRANSPORTATION	044-3001-421.70-02	203004	7/2020	24,083.00
			15383	AUTO MAJOR TRANSPORTATION	044-3001-421.70-02	203004	7/2020	24,083.00
			15384	AUTO MAJOR TRANSPORTATION	044-3001-421.70-02	203004	7/2020	24,083.00
			15438	AUTO MAJOR TRANSPORTATION	044-3001-421.70-02	203028	7/2020	27,436.00
							Tot al	123,768.00
01/03/2020	265543	11495 5TH GEAR MOTORCYCLES	13646	EQUIPMENT MAINT/REPAIR	044-3001-421.40-20		7/2020	312.86
							Tot al	312.86
01/03/2020	265545	11932 CSI ACADEMY OF FLORIDA	12-16-2019	REG CSI ACADEMY FLORIDA	044-3001-421.30-11		7/2020	1,250.00
							Tot al	1,250.00
					91 Checks	** Fund Tot al		278,363.48

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 72

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264819	3444	ADM RAL EXPRESS LLC	183650-S 183797-S	OFFICE SUPPLIES NOVEMBER OFFICE SUPPLIES NOVEMBER	045-3501-422.60-03 045-3504-422.60-03		6/2020 6/2020 Total	980.92 188.15 1,169.07
12/20/2019	264820	9700	ADVANCED INDUSTRIAL SOL	254968 254968BO	LABORATORY EQUIPMENT/ACC JANITORIAL SUPPLIES	045-3501-422.60-30 045-3501-422.60-30		6/2020 6/2020 Total	321.09 44.00 365.09
12/20/2019	264821	370	AIRGAS USA LLC	9095312374 9095549649 9095816920	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	045-3502-422.60-23 045-3502-422.60-23 045-3502-422.60-23		6/2020 6/2020 6/2020 Total	181.79 278.10 479.91 939.80
12/20/2019	264845	4937	ASSOCIATED PARTS & SUPP	970453 970866	BLANKET ORDERS BLANKET ORDERS	045-3501-422.60-18 045-3501-422.60-23		6/2020 6/2020 Total	18.95 84.87 103.82
12/20/2019	264852	8512	AT&T MOBILITY	287284259827/11 287284259827/11 287286573508 287286573508 287286573508 287286573508 287286573508 9182848612	28724259827 11/2019 28724259827 11/2019 287286573508 11/2019 287286573508 11/2019 287286573508 11/2019 287286573508 11/2019 287286573508 11/2019 287287810200 NOV 2019	045-3501-422.50-54 045-3502-422.50-54 045-3501-422.50-22 045-3501-422.50-54 045-3502-422.50-54 045-3502-422.60-24 045-3501-422.50-22		6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	1,841.84 440.44 457.79 640.64 605.33 29.99 41.43 4,057.46
12/20/2019	264876	8228	CARTER CHEVROLET AGENCY	23279	AUTO MAJOR TRANSPORTATION	045-3501-422.70-02	193528	6/2020 Total	30,110.00 30,110.00
12/20/2019	264877	97	CASCO INDUSTRIES INC	212875 213428	GOLD BADGE CYLINDER GASKET	045-3501-422.60-10 045-3501-422.60-31		6/2020 6/2020 Total	70.00 477.00 547.00
12/20/2019	264881	1756	CENTRAL PARK TAG AGENCY	L0095406640	TAG&TITLE/UNIT #2012 FD	045-3501-422.70-02	193528	6/2020 Total	48.00 48.00
12/20/2019	264897	9151	CLEAN THE UNIFORM CO OK	50095171 FD RB 50098545 STAT 6 50098937 STAT 2 50099665 FD RB 50099669 STAT 5 50100120 STAT 3	RENTAL 211527 11-06-2019 RENTAL 211543 11-27-2019 RENTAL 212710 11-29-2019 RENTAL 211527 12-04-2019 RENTAL 211542 12-04-2019 RENTAL 211540 12-06-2019	045-3501-422.40-33 045-3501-422.40-33 045-3501-422.40-33 045-3501-422.40-33 045-3501-422.40-33 045-3501-422.40-33		6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 Total	3.35 4.60 6.35 3.35 4.35 3.95 25.95
12/20/2019	264906	6347	COX COMMUNICATIONS	066260801	MONTHLY SRV NOV 8, 2019	045-3501-422.50-23		6/2020 Total	98.99 98.99
12/20/2019	264910	4513	CUSTOM SERVICES	397646	AIR CONDITIONING & HEATING	045-3501-422.40-07		6/2020 Total	5,012.84 5,012.84
12/20/2019	264913	4730	DELL MARKETING L. P.	10355538379	COMPUTERS, DP & WORD PROC	045-3501-422.60-24		6/2020 Total	1,527.78 1,527.78

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	264918	9683 DR DAVID GEARHART, DO	12-5-19	BI-ANNUAL CONTRACT/EMS	045-3502-422.30-87		6/2020 Total	12,750.00 12,750.00
12/20/2019	264926	9812 EMS MANAGEMENT & CONSULT	037671	EMS MNGEMENT FEES NOV 19	045-3502-422.40-28		6/2020 Total	15,626.56 15,626.56
12/20/2019	264927	9734 EMS TECHNOLOGY SOLUTION	28099	LICENSE FEE & NAROOTICS	045-3502-422.40-55		6/2020 Total	490.00 490.00
12/20/2019	264932	625 FASTENAL COMPANY	OKTU733770	BLANKET ORDERS	045-3501-422.60-23		6/2020 Total	101.40 101.40
12/20/2019	264941	9962 FIRSTLINE FILTERS LLC	2016-5695	AIR CONDITIONING & HEATING	045-3501-422.60-18		6/2020 Total	178.03 178.03
12/20/2019	264942	11100 FIRSTWATCH	FW06256	ANNUAL SUPPORT & MAINT	045-3501-422.40-55		6/2020 Total	12,804.45 12,804.45
12/20/2019	264951	240 GRANGER	9306751208	TOOLS, HAND (NOT CLASSED)	045-3501-422.60-23		6/2020 Total	45.44 45.44
12/20/2019	264955	9985 GREEN COUNTRY MEDICAL W	6932	MEDICAL WASTE PICKUP	045-3502-422.30-87		6/2020 Total	400.00 400.00
12/20/2019	264972	11512 JASEN LAWYLL	2019 TUITION	REIMB FALL 2019 TUITION	045-3501-422.30-11		6/2020 Total	567.69 567.69
12/20/2019	264988	7665 LIFE ASSIST INC	947471	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		6/2020 Total	231.44 231.44
12/20/2019	264990	399 LOCKE SUPPLY COMPANY	38921182-00	BLANKET ORDERS	045-3501-422.60-18		6/2020 Total	13.75 13.75
12/20/2019	265010	8772 MODERN MARKETING	MM1135872 MM1135880	FIRE HATS AND PENS FIRE HATS AND PENS	045-3504-422.60-23 045-3504-422.60-23		6/2020 6/2020 Total	590.19 217.60 807.79
12/20/2019	265013	11804 MSA SAFETY SALES LLC	960577785 960577786 960577787	FIRE PROTECTION EQUIP/SUP FIRE PROTECTION EQUIP/SUP FIRE PROTECTION EQUIP/SUP	045-3501-422.40-29 045-3501-422.40-29 045-3501-422.40-29		6/2020 6/2020 6/2020 Total	1,598.28 473.63 402.58 2,474.49
12/20/2019	265029	90 NAPA AUTO PARTS	2210-949025 2210-949656 2210-949738 2210-949755 2210-950065 2210-950096 2210-950116 2210-950265 2210-950464 2210-950585 2210-950594	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	045-3501-422.60-21 045-3501-422.60-20 045-3501-422.60-20 045-3502-422.60-20 045-3502-422.60-20 045-3501-422.60-20 045-3501-422.60-20 045-3501-422.60-20 045-3501-422.60-31 045-3501-422.60-20 045-3501-422.60-20		6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020 6/2020	294.99 23.22 118.50 8.91 56.42 13.94 19.42 5.09 27.98 19.42 4.79

Prepared: 01/03/2020, 8:54:32
 Program: GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 74

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
12/20/2019	265029	90 NAPA AUTO PARTS	2210-951148	BLANKET ORDERS	045-3501-422.60-20		6/2020	9.10
			2210-951166	BLANKET ORDERS	045-3503-422.60-20		6/2020	34.44
			2210-951449	BLANKET ORDERS	045-3503-422.60-20		6/2020	7.96
			2210-951527	BLANKET ORDERS	045-3502-422.60-20		6/2020	4.62
			2210-951813	BLANKET ORDERS	045-3501-422.60-20		6/2020	19.50
							Tot al	668.30
12/20/2019	265034	6701 NORTHERN SAFETY COMPANY	903693884	COVERALLS FOR SUPPLY	045-3501-422.60-10		6/2020	76.42
			903711390	FIRE PROTECTION EQUIP/ SUP	045-3501-422.60-11		6/2020	585.00
							Tot al	661.42
12/20/2019	265040	1007 OKLAHOMA STATE FIRE FIGHTER	4022291	2020 DUES/ 168 BAFD	045-3501-422.30-85		6/2020	9,408.00
							Tot al	9,408.00
12/20/2019	265054	289 PETROLEUM MARKETERS EQU	0124319	TOOLS, HAND (NOT CLASSED)	045-3501-422.60-23		6/2020	55.80
							Tot al	55.80
12/20/2019	265058	4826 PORTA-JOHN COMPANY	426470	RENTAL TRAINING CENTER	045-3503-422.40-33		6/2020	77.00
							Tot al	77.00
12/20/2019	265059	4536 PRECISION INDUSTRIES INC	2841	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20		6/2020	274.22
							Tot al	274.22
12/20/2019	265062	888 PREFERRED BUSINESS SYSTEMS	73770	FIRE DEPT COPIER OVERAGES	045-3501-422.40-55		6/2020	162.36
							Tot al	162.36
12/20/2019	265067	7390 PRESTON PRUETT	FALL SEMESTER	REIMBURSEMENT S ALABAMA	045-3501-422.30-11		6/2020	1,200.00
							Tot al	1,200.00
12/20/2019	265069	2137 PRO OVERHEAD DOOR	21816	SRVC/ LABOR STA 2, 4, 7	045-3501-422.40-07		6/2020	335.52
			21836	SRVC/ LABOR STA 2, 4, 7	045-3501-422.40-07		6/2020	200.00
			21850	SRVC/ LABOR STA 2, 4, 7	045-3501-422.40-07		6/2020	115.00
							Tot al	650.52
12/20/2019	265076	687 REV PARTS LLC	SLS/ 10513919	AUTO & TRUCK ACCESSORIES	045-3501-422.60-20		6/2020	239.11
			90496831	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20		6/2020	97.87
							Tot al	336.98
12/20/2019	265079	3454 ROGERS STATE UNIVERSITY	TMI1162019	HEARTSAVE K-12 ECARDS	045-3502-422.30-11		6/2020	40.00
			TMI2052019	81-ACLS CARDS @.00	045-3502-422.30-11		6/2020	648.00
							Tot al	688.00
12/20/2019	265083	8506 SAINT FRANCIS HOSPITAL	12-2-19	5 NOVEMBER PHYSICALS	045-3501-422.30-02		6/2020	3,090.00
							Tot al	3,090.00
12/20/2019	265091	6656 SOUTH EAST AUTO TRIM	57508	EQUIPMENT MAINT/ REPAIR	045-3501-422.40-20		6/2020	70.00
							Tot al	70.00
12/20/2019	265096	10594 STEPHANEE CORBIET	113019	11/2019 E911 EMS AUDIT	045-3502-422.30-87		6/2020	1,925.00
							Tot al	1,925.00
12/20/2019	265101	225 SUMMIT TRUCK GROUP	CM#11195535	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20		6/2020	960.00-
			CM#11195766	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20		6/2020	69.24-

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PERIOD YEAR	AMOUNT
12/20/2019	265101	225 SUMMIT TRUCK GROUP	CMA11196282	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	75.90-
			411194335	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	212.19
			411195535	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	1,917.64
			411195741	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20	6/2020	1,936.19
			411195766	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	69.24
			411195864	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	16.88
			411196282	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	503.16
			411196428	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	81.16
						Total	3,631.32
12/20/2019	265130	6822 TULSA WINNELSON COMPANY	145557-01	BLANKET ORDERS	045-3501-422.60-18	6/2020	46.76
			156404-01	BLANKET ORDERS	045-3501-422.60-23	6/2020	98.10
						Total	144.86
12/20/2019	265145	4311 UNITED FORD	CMB428812	BLANKET ORDERS	045-3502-422.60-20	6/2020	199.64-
						Total	199.64-
12/20/2019	265152	6454 WASTE MANAGEMENT QUARRY	2242848-1006-2	RENTAL BILN TRAINING CNTR	045-3503-422.40-33	6/2020	295.78
						Total	295.78
12/20/2019	265155	101 WELDON PARTS TULSA	2400721-00	BLANKET ORDERS	045-3502-422.60-20	6/2020	12.32
						Total	12.32
12/20/2019	265157	10772 WEX FLEET UNIVERSAL	62566864	FIRE DEF FLUID NOV 19	045-3501-422.60-21	6/2020	590.90
			62566864	EMS FUEL NOV 19	045-3502-422.60-21	6/2020	795.43
						Total	1,386.33
12/20/2019	265164	438 WSDARLEY & COMPANY	17368544	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20	6/2020	2,404.72
						Total	2,404.72
12/26/2019	265249	11871 VICARS POWERSPORTS	1012354	AUTO MAJOR TRANSPORTATION	045-3501-422.70-02	203528 6/2020	29,406.00
						Total	29,406.00
01/03/2020	265278	370 AIRGAS USA LLC	9095977990	BLANKET ORDERS	045-3502-422.60-23	7/2020	411.39
						Total	411.39
01/03/2020	265281	11699 ALLSTATE TERMITE & PEST	690053	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	15.00
			690054	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	15.00
			690055	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	10.00
			690056	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	10.00
			690057	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	15.00
			690058	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	15.00
			690059	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	40.00
			690066	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	20.00
			690070	PEST CONTROL NOVEMBER	045-3501-422.40-07	7/2020	40.00
						Total	180.00
01/03/2020	265286	442 AMERICAN ELECTRIC POWER	9521969410	9519259485 12-26-19	045-3501-422.50-25	7/2020	70.52
			9562295260	9519259485 12-26-19	045-3501-422.50-25	7/2020	36.71
			9568940540	9519259485 12-26-19	045-3501-422.50-25	7/2020	92.07
						Total	199.30
01/03/2020	265296	8512 AT&T MOBILITY	287260663054/	12 MONTHLY SERVICE 12/2019	045-3501-422.50-54	7/2020	25.25

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	Q/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
								Total	25,25
01/03/2020	265311	68	BOUND TREE MEDICAL	83425045	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	93.50
				83426639	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	3,313.57
				83428464	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	1,619.28
				83430987	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	442.20
				83430988	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	650.00
				83432282	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	1,026.30
				83433838	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	84.20
				83435289	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	846.00
				83436751	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	1,450.00
				83438088	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	1,980.00
				83439574	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	2,319.30
				83442622	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	509.40
				83442623	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	509.40
				83443901	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	2,994.40
				83443902	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	195.00
				83445214	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	88.98
				83445215	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	166.50
								Total	18,288.03
01/03/2020	265324	97	CASCO INDUSTRIES INC	212150	FIRST AID & SAFETY EQUIP	045-3501-422.60-11		7/2020	791.00
				213644	CO CYLINDERS	045-3501-422.60-31		7/2020	705.00
				213721	1 PR BOOTS	045-3501-422.60-11		7/2020	392.00
								Total	1,888.00
01/03/2020	265332	120	CINTAS CORPORATION	5015574210	FIRST AID & SAFETY EQUIP	045-3501-422.60-23		7/2020	359.69
								Total	359.69
01/03/2020	265344	6347	COX COMMUNICATIONS	069152901	MONTHLY SERVICE 12-25-19	045-3501-422.50-23		7/2020	98.99
								Total	98.99
01/03/2020	265348	11306	DAVID FRIEND	12-17-2019	REIMB TUITI ON/OSU FALL 19	045-3501-422.30-11		7/2020	1,149.75
								Total	1,149.75
01/03/2020	265356	11289	DUSTIN BATES	8-25/2019	REIMB TUITI ON/OSU FALL 19	045-3501-422.30-11		7/2020	1,055.76
								Total	1,055.76
01/03/2020	265360	9844	EMERGENCY FIRE EQUIPMEN	28253	AUTO & TRUCK MAINT. ITEMS	045-3501-422.60-20		7/2020	68.69
								Total	68.69
01/03/2020	265380	240	GRAINGER	9343406253	FIRE PROTECTION EQUIP/SUP	045-3501-422.60-23		7/2020	68.24
								Total	68.24
01/03/2020	265390	5770	HENRY SCHEIN INC	71162491	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	33.24
				71344849	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	30.80
				71375176	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	14.56
				71434999	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	65.20
				71584854	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	329.30
				71610895	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	484.95
				71837470	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020	770.88

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	GL NUMBER	PROJECT	PERIOD YEAR	AMOUNT
01/03/2020	265410	7665	LI FE ASSI ST I NC	957017 958567 960774 962925	FI RST AI D & SAFETY EQUI P FI RST AI D & SAFETY EQUI P FI RST AI D & SAFETY EQUI P FI RST AI D & SAFETY EQUI P	045-3502-422.60-23 045-3502-422.60-24 045-3502-422.60-23 045-3502-422.60-23		7/2020 7/2020 7/2020 7/2020 Total	478.58 1,429.00 1,054.70 95.00 3,057.28
01/03/2020	265412	399	LOCKE SUPPLY COMPANY	38974461-00 38988135-00	BLANKET ORDERS BLANKET ORDERS	045-3501-422.60-18 045-3501-422.60-18		7/2020 7/2020 Total	32.08 3.36 35.44
01/03/2020	265420	5941	LOWES	01224 120219 02116 120919 02142 120519 02672 120219 02844 120319 02926 120419 12840 120519 13535 112719	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	045-3501-422.60-18 045-3501-422.60-18 045-3501-422.60-18 045-3501-422.60-18 045-3501-422.60-18 045-3501-422.60-18 045-3501-422.60-18 045-3501-422.60-23	7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 7/2020 Total	12.81 21.14 103.78 336.57 5.28 2.46 110.16 116.51 708.71	
01/03/2020	265424	10945	MATTHEW ESTES	12-19/2019	REIMB FALL TUITI ON TCC	045-3501-422.30-11		7/2020 Total	1,200.00 1,200.00
01/03/2020	265427	7610	MEDNOW URGENT CARE CENT	4022537	HEP B - GIBSON	045-3501-422.30-87		7/2020 Total	161.25 161.25
01/03/2020	265429	8772	MODERN MARKETI NG	MM 136057 MM 136161	1000 CUSTOM BAFD TATTOOS 500BAFD OC MAGNIFIER	045-3504-422.60-23 045-3504-422.60-23		7/2020 7/2020 Total	435.00 862.02 1,297.02
01/03/2020	265438	90	NAPA AUTO PARTS	2210-952188 2210-952344 2210-952584	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	045-3501-422.60-20 045-3501-422.60-20 045-3501-422.60-20		7/2020 7/2020 7/2020 Total	40.68 308.89 10.84 360.41
01/03/2020	265440	4877	NATHAN KINSEY	A11553143	REIMB TUITI ON FALL 2019	045-3501-422.30-11		7/2020 Total	1,004.50 1,004.50
01/03/2020	265447	309	OKLAHOMA NATURAL GAS CO	110382200 179445691 180496173 254389900	MONTHLY SERVI CE 12-23-19 MONTHLY SERVI CE 12-19-19 MONTHLY SERVI CE 12-26-19 MONTHLY SERVI CE 12-20-19	045-3501-422.50-24 045-3501-422.50-24 045-3501-422.50-24 045-3501-422.50-24		7/2020 7/2020 7/2020 7/2020 Total	298.71 204.99 239.37 439.41 1,182.48
01/03/2020	265454	4345	PHILIP REID	PER DIEM	PER DIEM 10-19-26/2019	045-3504-422.50-03		7/2020 Total	66.00 66.00
01/03/2020	265455	4345	PHILIP REID	MEAL TICKET	PER DIEM 10-19-26/2019	045-3504-422.50-03		7/2020 Total	181.88 181.88
01/03/2020	265456	4345	PHILIP REID	TRANSPORTATI ON	PER DIEM 10-19-26/2019	045-3504-422.50-03		7/2020 Total	100.00 100.00

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 78

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/03/2020	265459	4826 PORTA-JOHN COMPANY	426883	RENTAL TRAINING CENTER	045-3503-422.40-33		7/2020 Total	77.00 77.00
01/03/2020	265466	888 PREFERRED BUSINESS SYST	089481	COPIER RENTAL JAN 2020	045-3501-422.40-33		7/2020 Total	126.91 126.91
01/03/2020	265474	687 REV PARTS LLC	90502242	AIR COMPRESSORS & ACCESS	045-3502-422.60-20		7/2020 Total	1,066.42 1,066.42
01/03/2020	265480	8506 SAINT FRANCIS HOSPITAL	12-12/2019	PHYSICALS	045-3501-422.30-02		7/2020 Total	452.00 452.00
01/03/2020	265485	251 SHERWIN WILLIAMS CO	3356-8	PAINT, COATINGS, WALLPAPER	045-3501-422.60-23		7/2020 Total	26.85 26.85
01/03/2020	265494	11165 STONEY CREEK CONFERENCE	FDDONA	FD WINTER GALA MEETING RM	045-3501-422.50-89		7/2020 Total	1,200.00 1,200.00
01/03/2020	265497	8968 TELEFLEX LLC	9501955179	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		7/2020 Total	1,265.50 1,265.50
01/03/2020	265508	5655 TRAVIS ENGLAND	DEC 21/2019	REIMB TUITION FALL OSU	045-3501-422.30-11		7/2020 Total	544.01 544.01
01/03/2020	265512	173 TULSA AUTO SPRING	00360925	BLANKET ORDERS	045-3501-422.60-20		7/2020 Total	434.70 434.70
01/03/2020	265528	6454 WASTE MANAGEMENT QUARRY	2245283-1006-9	22-38445-73002 12-1-15/19	045-3503-422.40-33		7/2020 Total	362.37 362.37
01/03/2020	265544	8940 911 CUSTOM	39423	ELECTRICAL EQUIP & SUPPLY	045-3501-422.60-20		7/2020 Total	253.74 253.74
					83 Checks	** Fund Total		187,592.02

Prepared: 01/03/2020, 8:54:32
Program GM179L
Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
CHECK REGISTER BY FUND

Page 79

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264874	5827 BUILDERS UNLIMITED, INC 5		CONSTRUCTION	059-6000-451.70-15	176037	6/2020 Total	500,383.86 500,383.86
01/03/2020	265320	5827 BUILDERS UNLIMITED, INC 6		CONSTRUCTION	059-6000-451.70-15	176037	7/2020 Total	58,528.18 58,528.18
					2 Checks	** Fund Total		558,912.04

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	265140	10955 TWO OAKS INVESTMENT	DBA 2672	MONTHLY CLAIMS DEC 2019	060-1700-419.30-87		6/2020	5,833.33
							Total	5,833.33
12/20/2019	265163	10956 WORKER'S COMPENSATION A	DECEMBER 2019	LEGAL DEC 12, 2019	060-1700-419.30-08		6/2020	6,896.00
			DECEMBER 2019	PROF SVC DEC 5, 2019	060-1700-419.30-87		6/2020	1,424.50
			DECEMBER 2019	MEDICAL DEC 5, 2019	060-1700-419.30-88		6/2020	17,743.84
							Total	26,064.34
12/26/2019	265250	10956 WORKER'S COMPENSATION A	2240000096	WORKERS COMP SETTLEMENT	060-1700-419.50-90		6/2020	12,790.80
							Total	12,790.80
01/03/2020	265535	10956 WORKER'S COMPENSATION A	DEC 19, 2019	LEGAL WORKER'S COMP	060-1700-419.30-08		7/2020	607.95
			DEC 19, 2019	PROF SVC	060-1700-419.30-87		7/2020	10.00
			DEC 19, 2019	MEDICAL WORKER'S COMP	060-1700-419.30-88		7/2020	12,675.74
			DEC 19, 2019	DISABILITY WORKER'S COMP	060-1700-419.50-90		7/2020	5,214.29
							Total	18,507.98
					4 Checks	** Fund Total		63,196.45

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 81

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264914	11620 DELTA DENTAL OF OKLAHOM	NOVEMBER	ADMIN FEES	061-1700-419.30-87		6/2020 Total	3,672.50 3,672.50
12/20/2019	265008	9695 MINNESOTA LIFE INSURANCE	DEC 19	LIFE INSURANCE DECEMBER	061-1700-419.30-89		6/2020 Total	6,065.18 6,065.18
01/03/2020	265342	10398 CORESOURCE INC	546420	ADMIN FEES JANUARY 2020	061-1700-419.30-87		7/2020 Total	107,982.48 107,982.48
					3 Checks	** Fund Total		117,720.16

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 82

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/03/2020	265299	50 BANK OF OKLAHOMA	BACKGCB2011B	GO BOND 2011B	070-7000-472.81-01		7/2020	131,081.25
			BACKGCB2011B	GO BOND 2011B	070-7000-475.81-01		7/2020	300.00
							Total	131,381.25
01/03/2020	265300	50 BANK OF OKLAHOMA	BACKGCB2011A	GO BOND 2011A	070-7000-472.81-01		7/2020	57,592.50
			BACKGCB2011A	GO BOND 2011A	070-7000-475.81-01		7/2020	225.00
							Total	57,817.50
01/03/2020	265301	50 BANK OF OKLAHOMA	BACKGCB2010B	GO BOND 2010B	070-7000-475.81-01		7/2020	300.00
							Total	300.00
01/03/2020	265302	50 BANK OF OKLAHOMA	BACKGCB2010A	GO BOND 2010A	070-7000-472.81-01		7/2020	3,300.00
			BACKGCB2010A	GO BOND 2010A	070-7000-475.81-01		7/2020	187.50
							Total	3,487.50
					4 Checks	** Fund Total		192,986.25

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 83

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/13/2019	264783	583	CLEET	NOV 2019	TWIN MUN COURT REP NOV 19	082-0000-229.03-05		6/2020 Total	3,030.00 3,030.00
12/13/2019	264784	1965	OKLAHOMA BUREAU OF NARC	NOV 2019	DRUG EDUC FEES NOV 2019	082-0000-229.03-11		6/2020 Total	45.00 45.00
12/13/2019	264785	5986	OSBI	NOV 2019	MUNICIPAL CRT RPT NOV 19	082-0000-229.03-05		6/2020 Total	6,060.00 6,060.00
12/20/2019	265184	99999	ELI ZABETH LANDEROS	864623 CASH	COURT BOND REFUND 10/15/1	082-0000-229.03-04		6/2020 Total	100.00 100.00
12/20/2019	265185	99999	ELI ZABETH LANDEROS	864623 CASH	COURT BOND REFUND 10/15/1	082-0000-229.03-04		6/2020 Total	70.00 70.00
12/20/2019	265201	99999	KRISTI FRANS	853677 C. C.	COURT BOND REFUND 04/30/1	082-0000-229.03-04		6/2020 Total	300.00 300.00
12/20/2019	265204	99999	LINDA ADCOCK	858331 C. C.	COURT BOND REFUND 10/23/1	082-0000-229.03-04		6/2020 Total	295.00 295.00
12/20/2019	265205	99999	LINDA ALLEGRO	868062 CASH	COURT BOND REFUND 11/13/1	082-0000-229.03-04		6/2020 Total	295.00 295.00
12/20/2019	265208	99999	MARCI E WILSON	785287 CASH	COURT BOND REFUND 11/27/1	082-0000-229.03-04		6/2020 Total	49.00 49.00
12/20/2019	265211	99999	MATT FLOAN S EL HEAT &	00-00000000 BCN #30935		082-0000-229.03-01		6/2020 Total	385.00 385.00
12/20/2019	265217	99999	MILLER, ERIC	870368 M O.	COURT BOND REFUND 12/11/1	082-0000-229.03-04		6/2020 Total	10.00 10.00
12/20/2019	265235	99999	STEGALL, XZARCHE NICOLE	809269 C. C.	COURT BOND REFUND 12/06/1	082-0000-229.03-04		6/2020 Total	400.00 400.00
01/03/2020	265557	99999	BECK, LUKE	00-00000000 BCN #32466		082-0000-229.03-01		7/2020 Total	26.49 26.49
						13 Checks	** Fund Total		11,065.49

Prepared: 01/03/2020, 8:54:32
 Program GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 85

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264874	5827	BUILDERS UNLIMITED, INC 5		CONSTRUCTION	091-6000-451.70-15	176037	6/2020 Total	239,535.44 239,535.44
01/03/2020	265320	5827	BUILDERS UNLIMITED, INC 6		CONSTRUCTION	091-6000-451.70-15	176037	7/2020 Total	28,017.64 28,017.64
01/03/2020	265373	4988	GARVER ENGINEERS	11037230-37 11037230-38	CONSTRUCTION CONSTRUCTION	091-5300-431.70-16	ST1210	7/2020	2,079.00
						091-5300-431.70-16	ST1210	7/2020 Total	2,134.50 4,213.50
						3 Checks	** Fund Total		271,766.58

Prepared: 01/03/2020, 8:54:32
 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 86

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/13/2019	264782	9315	CHEROKEE PRIDE CONST.	041619-1	PUBLIC WORKS & RELATED SE	092-5300-431.70-08	ST0914	6/2020 Total	7,400.00 7,400.00
12/20/2019	264874	5827	BUILDERS UNLIMITED, INC 5		CONSTRUCTION	092-6000-451.70-15	176037	6/2020 Total	941,355.40 941,355.40
12/20/2019	264880	8602	CEC CORPORATION	16320-20	MISC SERVICES	092-5300-431.70-16	ST1710	6/2020 Total	1,878.90 1,878.90
12/20/2019	264924	10570	ELLSWORTH CONSTRUCTION	16	CONSTRUCTION	092-5300-431.70-15	ST1210	6/2020 Total	236,056.95 236,056.95
12/20/2019	264960	10728	H&G PAVING CONTRACTORS	12	CONSTRUCTION	092-5300-431.70-15	ST1616	6/2020 Total	61,899.02 61,899.02
01/03/2020	265293	7062	ARROWHEAD SCIENTIFIC, INC 121418		POLICE EQUIPMENT AND SUPP	092-1700-419.70-16	181707	7/2020 Total	10,197.55 10,197.55
01/03/2020	265320	5827	BUILDERS UNLIMITED, INC 6		CONSTRUCTION	092-6000-451.70-15	176037	7/2020 Total	110,107.11 110,107.11
01/03/2020	265359	10570	ELLSWORTH CONSTRUCTION	FINAL	CONSTRUCTION	092-5300-431.70-15	ST1210	7/2020 Total	59,356.78 59,356.78
01/03/2020	265379	11678	GRADE LINE CONSTRUCTION	8	CONSTRUCTION	092-5300-431.70-15	ST1712	7/2020 Total	36,201.75 36,201.75
01/03/2020	265450	8894	PARAGON CONTRACTORS, LLC 12		CONSTRUCTION	092-5300-431.70-15	ST1507	7/2020 Total	910,996.39 910,996.39
01/03/2020	265457	1738	PLANNING DESIGN GROUP	4754	CONSTRUCTION	092-6000-451.70-15	196025	7/2020 Total	1,470.00 1,470.00
01/03/2020	265458	1612	PCE AND ASSOCIATES INC	TUL14431	MISC SERVICES	092-5300-431.70-16	ST1705	7/2020 Total	5,837.73 5,837.73
						12 Checks	** Fund Total		2,382,757.58

Prepared: 01/03/2020, 8:54:32
 Program GM179L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 87

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/20/2019	264861	11224	BERRY DUNN MENEIL & PAR	385560	COMPUTERS, DP & WORD PROC	093-1700-419.70-17	191721	6/2020 Total	20,763.50 20,763.50
12/20/2019	264874	5827	BUILDERS UNLIMITED, INC 5		CONSTRUCTION	093-6000-451.70-15	176037	6/2020 Total	204,831.09 204,831.09
12/20/2019	264885	5889	CHASE FETTERS HEWITT -	3653-1617	CONSTRUCTION	093-1700-419.70-16	191718	6/2020 Total	12,000.00 12,000.00
12/20/2019	265003	4407	MESHEK & ASSOCIATES PLC	6797 6798	CONSTRUCTION CONSTRUCTION	093-5305-438.70-15	SW1911	6/2020 Total	3,283.50 4,419.00 7,702.50
12/20/2019	265056	1738	PLANNING DESIGN GROUP	4839	BLANKET ORDERS	093-6000-451.70-16	196030	6/2020 Total	3,425.00 3,425.00
12/20/2019	265141	10922	TYLER TECHNOLOGIES INC	045-285210	COMPUTERS, DP & WORD PROC	093-1700-419.70-17	191721	6/2020 Total	17,640.90 17,640.90
01/03/2020	265320	5827	BUILDERS UNLIMITED, INC 6		CONSTRUCTION	093-6000-451.70-15	176037	7/2020 Total	23,958.39 23,958.39
01/03/2020	265343	9659	COWAN GROUP ENGINEERING	4725	CONSTRUCTION	093-5305-438.70-16	SW1910	7/2020 Total	10,115.00 10,115.00
01/03/2020	265457	1738	PLANNING DESIGN GROUP	4869	BLANKET ORDERS	093-6000-451.70-16	196030	7/2020 Total	1,500.00 1,500.00
01/03/2020	265514	1422	TULSA ENGINEERING & PLA 2		CONSTRUCTION	093-5305-438.70-16	SW2006	7/2020 Total	946.00 946.00
						10 Checks	** Fund Total	302,882.38	

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 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 88

CHECK DATE	CHECK NUMBER	VENDOR	NAME	I NVOI CE	DESCRI PTI ON	G/ L NUMBER	PROJECT	PERI OD/ YEAR	AMOUNT
12/16/2019	264789	6185	AMERICAN FIDELITY ASSUR	20191213	CANCER AFAC	900-0000-218.42-00		6/2020	1,081.76
				20191213	LIFE INS AFAC	900-0000-218.43-00		6/2020	875.25
								Tot al	1,957.01
12/16/2019	264790	757	CITY OF BROKEN ARROW	20191213	ADMIN FEE (AY)	900-0000-218.30-00		6/2020	120.00
								Tot al	120.00
12/16/2019	264791	7108	CITY OF BROKEN ARROW	20191213	MEDICAL SPENDING	900-0000-218.36-00		6/2020	14,125.71
								Tot al	14,125.71
12/16/2019	264792	8039	CITY OF BROKEN ARROW	20191213	EMPLOYEE SHARE INS	900-0000-218.06-00		6/2020	3,279.70
								Tot al	3,279.70
12/16/2019	264793	757	CITY OF BROKEN ARROW	20191213	UNIFORMS	900-0000-218.16-00		6/2020	199.08
								Tot al	199.08
12/16/2019	264794	522	F O P LODGE #170	20191213	FOP DUES	900-0000-218.25-00		6/2020	5,560.00
								Tot al	5,560.00
12/16/2019	264795	9732	GENESIS HEALTH CLUBS	20191213	EMPLOYEE SHARE DEDUCTIONS	900-0000-218.15-00		6/2020	1,232.24
								Tot al	1,232.24
12/16/2019	264796	523	IAFF LOCAL 2551	20191213	IAFF DUES	900-0000-218.08-00		6/2020	8,533.00
								Tot al	8,533.00
12/16/2019	264797	8538	ICMA BLUE LINE	20191213	ICMA BLUE LINE	900-0000-218.53-00		6/2020	10,688.48
								Tot al	10,688.48
12/16/2019	264798	5227	ICMA DEF COMP	20191213	DEFERRED COMP	900-0000-218.23-00		6/2020	35,121.28
								Tot al	35,121.28
12/16/2019	264799	3844	ICMA 401(A)	20191213	ICMA (401)A	900-0000-218.35-00		6/2020	1,291.04
								Tot al	1,291.04
12/16/2019	264800	482	LEGALSHIELD	20191213	EMPLOYEE DEDUCTIONS	900-0000-218.10-00		6/2020	817.25
								Tot al	817.25
12/16/2019	264801	488	NATIONAL RETIREMENT S	20191213	DEFERRED COMP	900-0000-218.20-00		6/2020	8,104.03
								Tot al	8,104.03
12/16/2019	264802	484	OK MUNICIPAL RETIREMENT	20191213	OMRF PENSION BENEFIT	900-0000-218.21-00		6/2020	102,804.41
								Tot al	102,804.41
12/16/2019	264803	462	OKLAHOMA FIDELITY ASSUR	20191213	PENSION & ABT	900-0000-218.04-00		6/2020	123,944.62
								Tot al	123,944.62
12/16/2019	264804	311	OKLAHOMA POLICE PENSION	20191213	PENSION BENEFIT & ABT	900-0000-218.22-00		6/2020	97,558.21
								Tot al	97,558.21
12/16/2019	264805	3263	OMRF LOAN PROGRAM	20191213	OMRF LOAN DEDUCTIONS	900-0000-218.33-00		6/2020	24,798.49
								Tot al	24,798.49
12/16/2019	264806	1031	TRANSAMERICA WORKSITE M	20191213	SUPPLEMENTAL LIFE INS	900-0000-218.31-00		6/2020	69.10

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
								Total	69,10
12/16/2019	264807	562	UNITED WAY	20191213	EMPLOYEE DEDUCTIONS	900-0000-218.12-00		6/2020 Total	1,005.19 1,005.19
12/16/2019	264808	3734	UNUM LIFE INSURANCE	20191213	L-T DISABILITY	900-0000-218.34-00		6/2020 Total	5,287.81 5,287.81
12/16/2019	264809	494	VISION SERVICE PLAN CT	20191213	VISION SERVICE PLAN	900-0000-218.24-00		6/2020 Total	5,807.97 5,807.97
12/20/2019	265008	9695	MINNESOTA LIFE INSURANCE DEC 19		LIFE INSURANCE DECEMBER	900-0000-218.48-00		6/2020 Total	5,183.81 5,183.81
12/20/2019	265103	10400	SURENCEY LIFE & HEALTH I	DECEMBER NOVEMBER	FSA FEE FSA FEE	900-0000-218.46-00 900-0000-218.46-00		6/2020 6/2020 Total	742.25 94.25 836.50
12/27/2019	265251	757	CITY OF BROKEN ARROW	20191227	ADMIN FEE (AY)	900-0000-218.30-00		6/2020 Total	120.00 120.00
12/27/2019	265252	7108	CITY OF BROKEN ARROW	20191227	MEDICAL SPENDING	900-0000-218.36-00		6/2020 Total	13,968.23 13,968.23
12/27/2019	265253	8039	CITY OF BROKEN ARROW	20191227 20191227 20191227	EMPLOYEE SHARE HEALTH INS LIFE INSURANCE HEALTH INSURANCE	900-0000-218.06-00 900-0000-218.09-00 900-0000-218.28-00		6/2020 6/2020 6/2020 Total	3,325.66 6,147.37 635,360.80 644,833.83
12/27/2019	265254	757	CITY OF BROKEN ARROW	20191227	UNIFORM PMT (MS)	900-0000-218.16-00		6/2020 Total	199.08 199.08
12/27/2019	265255	8885	COMMUNITY CARE EAP	20191227	EMP ASSISTANCE/ 803 EMPS	900-0000-218.56-00		6/2020 Total	741.52 741.52
12/27/2019	265256	522	F O P LODGE #170	20191227	FOP DUES	900-0000-218.25-00		6/2020 Total	5,520.00 5,520.00
12/27/2019	265257	523	IAFF LOCAL 2551	20191227	IAFF DUES	900-0000-218.08-00		6/2020 Total	8,533.00 8,533.00
12/27/2019	265258	8538	ICMA BLUE LINE	20191227	ICMA BLUE LINE	900-0000-218.53-00		6/2020 Total	10,671.01 10,671.01
12/27/2019	265259	5227	ICMA DEF COMP	20191227	DEFERRED COMP	900-0000-218.23-00		6/2020 Total	34,919.84 34,919.84
12/27/2019	265260	3844	ICMA 401(A)	20191227	ICMA 401 (A)	900-0000-218.35-00		6/2020 Total	1,291.04 1,291.04
12/27/2019	265261	488	NATIONWIDE RETIREMENTS	20191227	DEFERRED COMP	900-0000-218.20-00		6/2020 Total	7,499.81 7,499.81

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 Program GMI79L
 Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
 CHECK REGISTER BY FUND

Page 90

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
12/27/2019	265262	484 OK MUNICIPAL RETIREMENT	20191227	OMRF PENSION BENEFIT	900-0000-218.21-00		6/2020 Total	102,124.58 102,124.58
12/27/2019	265263	462 OKLAHOMA FIREFIGHTERS P	20191227	PENSION & ABT	900-0000-218.04-00		6/2020 Total	125,428.33 125,428.33
12/27/2019	265264	311 OKLAHOMA POLICE PENSION	20191227	PENSION BENEFIT & ABT	900-0000-218.22-00		6/2020 Total	95,554.77 95,554.77
12/27/2019	265265	3263 OMRF LOAN PROGRAM	20191227	OMRF LOAN DEDUCTIONS	900-0000-218.33-00		6/2020 Total	24,474.12 24,474.12
12/27/2019	265266	562 UNITED WAY	20191227	UNITED WAY DEDUCTIONS	900-0000-218.12-00		6/2020 Total	1,005.19 1,005.19
12/27/2019	265267	3734 UNUM LIFE INSURANCE	20191227	L-T DISABILITY	900-0000-218.34-00		6/2020 Total	5,214.23 5,214.23
					40 Checks	** Fund Total		1,540,421.51
					879 Checks	*** Bank Total		10,385,049.55
					879 Checks	**** Grand Total		10,385,049.55



City of Broken Arrow

Request for Action

File #: 20-76, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration, discussion and possible award of the most advantageous bid to Luber Brothers Inc. for the purchase of one (1) Cemetery Utility Vehicle for the Cemetery Division of the General Services Department

Background:

The Cemetery Division of the General Services Department has budgeted for the purchase of a utility vehicle. This vehicle will replace an older unit.

Bid requests for the utility vehicle were sent to nine vendors. Five bids were received from four vendors, one vendor submitting an alternate bid. The three low bids are not the type of vehicle requested and specified in the bid document and do not meet specifications in regards to the cab, engine, transmission and weight capacity. One bid is considered as unresponsive, the dealer did not fill out the required proposal sheet nor did they indicate the meeting of any of the line item specifications. The most advantageous, responsive bid that met specifications is from Luber Brothers Inc., for a Cushman XD Truckster. Base pricing and selected options are reflected in the attached bid tabulation.

Staff recommends that the Council award the lowest responsible bid to Luber Brothers Inc., for a Cushman XD Truckster vehicle.

Cost: \$29,688.83

Funding Source: Sales Tax Capital Improvement Fund, Project 20.126

Requested By: Lee Zirk, General Services Director

Approved By: City Manager's Office

Attachments: Bid number 20.126 Cemetery Utility Vehicle

Recommendation:

Award the most advantageous bid to Luber Brothers Inc., for the purchase of one utility vehicle.

Bid 20.126
Cemetery Utility Vehicle
Bid Date 12/11/2019

	Item		Kubota of Northwest Arkansas	Stigler Milling Company	Kubota of Northwest Arkansas	P & K Equipment	Luber Bros. Inc.
	Specification		Kubota RTV-500	Kioti K9 2400	Kubota RTV-X900 Worksite	John Deere Pro Gator 2020A	Cushman XD Truckster
Item number		Qty	each price	each price	each price	each price	each price
	Utility Vehicle	1	\$9,650.08	\$14,500.00	\$12,731.08		\$23,616.36
	Options						
	4-Wheel Drive	1	included	included	included		\$5,983.00
	Hitch	1	included	included	included		\$78.00
	Keys (each)	1	\$10.00	\$6.00	\$10.00		\$11.47
	Total		\$9,660.08	\$14,506.00	\$12,741.08		\$29,688.83
	Meet specs		No	No	No		Yes
	Notes		Does not meet specifications on Cab, engine, transmission, weight capacity	Does not meet specifications on Cab, engine, transmission, weight capacity	Does not meet specifications on Cab, engine, transmission, weight capacity	Unresponsive bid, did not fill out required proposal sheet	
	Delivery time		10 days	30 days	10 days		60 days
	Warranty		2 yrs./1000 hrs.	1 yr/1000 hrs.	2 yrs./1000 hrs.		2 yr.

Cemetery Project 205113 Bids were sent to 9 Vendors

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

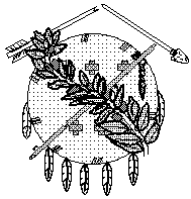
Friday, December 13, 2019



Patrick Harrison
Purchasing Manager



Mike Bradley
Fleet Manager



City of Broken Arrow

Request for Action

File #: 20-82, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration, discussion and possible approval of and authorization to execute Resolution No. 1291, a Resolution to request programming of FFY 2023 Tulsa Urbanized Area Surface Transportation Funds for the 23rd Street Improvements between Houston Street and Kenosha Street (ST0914)

Background:

In previous years, the City requested federal Surface Transportation Program (STP) funds for 23rd Street (County Line) Improvements between Houston and Kenosha Streets which will include replacement of the bridge over State Highway 51. Federal funds in the amount of \$8,309,803 have already been approved for environmental assessment, design, right-of-way acquisition, and construction. Infrastructure Solutions Group, LLC, formerly known as Mehlburger Brawley Inc., is in the process of completing the final design plans and the environmental assessment is being refreshed. Right-of-way acquisition is complete and relocations of utilities are currently underway.

The cost of construction has been estimated at \$19,530,000. ODOT has pledged \$4,000,000 for construction of the project from State funds leaving \$15,530,000 required for construction. With the \$8,309,803 of federal STP funds already allotted to the project, this leaves \$7,220,197 still needed for construction of the project. The Engineering & Construction Department determined additional funds of approximately \$3,337,697 would be needed and proposed applying for the additional funds through the upcoming INCOG Federal Fiscal Year 2023 STP funding request.

INCOG requested that applications for Federal Fiscal Year (FFY) 2023 STP funding be submitted by January 17, 2020, and staff is submitting a request for continued funding of improvements, to total \$15,530,000 (11,647,500 [75%] federal, \$3,882,500 [25%] local). The request must be accompanied by a City Council resolution (attached).

Cost: \$0

Funding Source: N/A

Requested By: Michael D. Kyser, Interim Director of Engineering and Construction

Approved By: City Manager's Office

File #: 20-82, **Version:** 1

Attachments: Resolution No. 1291

Recommendation:

Approve Resolution No. 1291 and authorize its execution.

**CITY OF BROKEN ARROW
RESOLUTION NO. 1291**

**Resolution to Request Programming of
Tulsa Urbanized Area Surface Transportation Funds**

WHEREAS, Surface Transportation Program Urbanized Area funds have been made available for transportation improvements within the Tulsa Transportation Management Area, and

WHEREAS, The City of Broken Arrow has selected a project described as follows: Widening of 23rd Street (County Line Road) to 5 lanes (4 traffic lanes and a center turn lane) from Houston Street (81st St. S.) to Kenosha Street (71st St. S.), to include the replacement of the existing 2-lane 23rd Street Bridge over State Highway 51 (Broken Arrow Expressway) with a 4-lane structure; and

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element, and the Regional Transportation Plan; and

WHEREAS, the engineer's preliminary estimate of cost is \$19,530,000.00, and Federal participation under the terms of the Fixing America's Surface Transportation (FAST) Act relating to Surface Transportation Program Urbanized Area funds are hereby requested for funding of 75 percent of the project cost; and

WHEREAS, the City of Broken Arrow proposes to use 2014 Streets General Obligation Bond funds for the balance of the project costs; and

WHEREAS, the City of Broken Arrow has arranged for Infrastructure Solutions Group, LLC (formerly known as Mehlburger Brawley Inc.), a qualified engineer licensed in the State of Oklahoma, to furnish professional services in the preparation of detailed plans, specifications and estimates; and

WHEREAS, the City of Broken Arrow agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS, the City of Broken Arrow has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation said matching funds within thirty (30) days after approval by the Federal Highway Administration.

NOW THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

Mayor

(SEAL)

Clerk

APPROVED AS TO FORM:



Assistant City Attorney



City of Broken Arrow

Request for Action

File #: 19-1528, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration, discussion and possible approval of BACP 166, 811 W. New Orleans, 2.21 acres, Level 4 to Level 6, west of the southwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

Background:

BACP 166 is a request to change the Comprehensive Plan designation on a 2.21 - acre tract of land from Level 4 to Level 6. The property, which is located west of the southwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue), is presently zoned CG (Commercial General). The property has been platted as Lot 1, Block 1, Luby's.

Applicant is seeking the change in the Comprehensive Plan in an effort to modify the zoning on the property. The owner of the property wants to lease space to a tenant who desires to use a portion of the existing building for the processing of medical marijuana, as well as for commercial growing/cultivation of medical marijuana. The processing and growing of medical marijuana is only allowed in the IL (Industrial Light) and IH (Industrial Heavy) zoning districts. IL zoning is in conformance with the Comprehensive Plan in Level 6 when done as part of a PUD (Planned Unit Development). As part of their request for a change in the Comprehensive Plan, a draft PUD has been submitted for informational purposes only. If BACP 166 is approved, applicant will be submitting a request to change the zoning on part of the property from CG to IL along with a formal PUD submittal.

The property was initially developed as a Luby's cafeteria restaurant. The restaurant closed approximately 20 years ago and remained vacant for several years thereafter. In approximately 2012, Freedom Pharmaceuticals, Inc. moved into the building. In 2015, the building was expanded with a two story addition onto the north side of the building. It is in the new building addition that a prospective tenant wants to lease space for the processing of medical marijuana, as well as for commercial growing/cultivation of medical marijuana.

The draft PUD acknowledges that the growing and processing of medical marijuana will occur completely inside the existing building and is limited to 12,000 square feet. No medical marijuana dispensary will be allowed. Also, no signage for the medical marijuana processing or growing facility will be allowed.

BACP-166 was reviewed by the Planning Commission on December 19, 2019. No one spoke during the Public Hearing portion of the change in Comprehensive Plan request. Staff had recommended to the Planning Commission that BACP-166 be approved, subject to a PUD being submitted that was similar in context to the draft PUD submitted with BACP-166. Since the property had already been platted, Staff recommended that platting be waived. After reviewing the information presented, the Planning Commission recommended approval (4-1) of BACP-166 as per Staff recommendation.

File #: 19-1528, **Version:** 1

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case map
Aerial photo
Comp Plan
Draft PUD
Luby's recorded plat

Recommendation:
Approve BACP-166 .



City of Broken Arrow

Request for Action

File #: 19-1528, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration and possible action regarding BACP 166, 811 W. New Orleans, 2.21 acres, Level 4 to Level 6, west of the southwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

Background:

BACP 166 is a request to change the Comprehensive Plan designation on a 2.21 - acre tract of land from Level 4 to Level 6. The property, which is located west of the southwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue), is presently zoned CG (Commercial General). The property has been platted as Lot 1, Block 1, Luby's.

Applicant is seeking the change in the Comprehensive Plan in an effort to modify the zoning on the property. The owner of the property wants to lease space to a tenant who desires to use a portion of the existing building for the processing of medical marijuana, as well as for commercial growing/cultivation of medical marijuana. The processing and growing of medical marijuana is only allowed in the IL (Industrial Light) and IH (Industrial Heavy) zoning districts. IL zoning is in conformance with the Comprehensive Plan in Level 6 when done as part of a PUD (Planned Unit Development). As part of their request for a change in the Comprehensive Plan, a draft PUD has been submitted for informational purposes only. If BACP 166 is approved, applicant will be submitting a request to change the zoning on part of the property from CG to IL along with a formal PUD submittal.

The property was initially developed as a Luby's cafeteria restaurant. The restaurant closed approximately 20 years ago and remained vacant for several years thereafter. In approximately 2012, Freedom Pharmaceuticals, Inc. moved into the building. In 2015, the building was expanded with a two story addition onto the north side of the building. It is in the new building addition that a prospective tenant wants to lease space for the processing of medical marijuana, as well as for commercial growing/cultivation of medical marijuana.

The draft PUD acknowledges that the growing and processing of medical marijuana will occur completely inside the existing building and is limited to 12,000 square feet. No medical marijuana dispensary will be allowed. Also, no signage for the medical marijuana processing or growing facility will be allowed.

BACP-166 was reviewed by the Planning Commission on December 19, 2019. No one spoke during the Public Hearing portion of the change in Comprehensive Plan request. Staff had recommended to the Planning Commission that BACP-166 be approved, subject to a PUD being submitted that was similar in context to the draft PUD submitted with BACP-166. Since the property had already been platted, Staff recommended that platting be waived. After reviewing the information presented, the Planning Commission recommended approval (4-1) of BACP-166 as per Staff recommendation.

File #: 19-1528, **Version:** 1

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case map
Aerial photo
Comp Plan
Draft PUD
Luby's recorded plat

Recommendation:

Approve BACP-166 as recommended by Planning Commission and Staff.



City of Broken Arrow

Request for Action

File #: 19-1530, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration, discussion and possible approval of PUD-298 (Planned Unit Development), Stewart Martin Equipment-Kubota Dealership and abrogation of a portion of SP-196A (Specific Use Permit), 6.60 acres, CH (Commercial Heavy), located one-quarter mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Ave)

Background:

Planned Unit Development (PUD)-298 involves a 6.60-acre tract located one-quarter mile north of Kenosha Street, east of Elm Place (161st E. Avenue) at 1275 N. Elm Place. In conjunction with PUD-298, applicant requests that a portion of SP-196A be abrogated for this property.

The site of this request was originally platted on June 5, 1984 as Lot 1 Block 1 of the Bradley Chevrolet, Inc. plat. When Northside Christian Church acquired the site, it was replatted on June 29, 2007 as the north portion of Lot 1 Block 1 of the Northside Christian Church plat. On May 2, 2005, the City Council approved SP-196 (Specific Use Permit) for church uses on 6.60 acres that Northside Christian Church was acquiring, subject to platting. The site was not platted and SP-196 expired. On September 8, 2006, the City Council approved SP-196A for the entire church property, subject to replatting and limited the use of the site to church and activities directly associated with a church. Stewart Martin Equipment is in the process of acquiring the north 6.60 acres from Northside Christian Church. Applicant requests that the Specific Use Permit (SP-196A) for the 6.60-acre northern portion of the site be abrogated.

With PUD-298, applicant requests approval to allow tractor, utility trailer, all-terrain vehicle, and associated equipment sales and rentals, including parts and service, on a 6.60-acre tract. Applicant proposes gated access and a drive aisle surrounding the building. The required front landscape edge is proposed to be increased from ten feet to fifteen feet with expanded landscaping at the front corners of the site and along the entrance drive. A black ornamental metal fence is proposed at the back of the landscape edge and extending back a minimum of 200 feet where it transitions to chain link. Chain link fencing exists towards the rear of the site. The site is currently paved, and the applicant proposes to resurface the existing pavement. Applicant proposes to retain existing light poles but may replace fixtures. Outdoor display of equipment is proposed. The one-story building is proposed to be 17,500 square feet in area including a 5,000-square-foot showroom, service bays, storage, and an employee breakroom. Exterior building materials include a masonry base with metal on the upper portion. A 29-foot-high monument sign with aluminum cladding is proposed to include a primary sign (74 square feet) and an LED display sign (42 square feet).

The property associated with PUD-298 is designated as Level 6 in the Comprehensive Plan recently adopted by the City Council. CH (Commercial Heavy) zoning is considered to be in conformance with the Comprehensive Plan in Level 6.

According to FEMA maps, none of the property is located in a 100-year floodplain area.

In their meeting of December 19, 2019, the planning Commission recommended approval (4-0-1 vote) of PUD-298 per Staff recommendation, with the additional requirement that the front of the building be masonry up to 12 feet in height and that the masonry wrap 50 feet back on the north and south sides of the building. Staff had recommended that a lot split be completed and that the limits of no access be amended to allow for one driveway entrance consistent with the existing curb cut. At this meeting, no one from the public spoke during the Public Hearing session on the item. Since the Planning Commission hearing, applicant has revised the exterior to include brick on the façade up to the 12-foot-high canopy and wrap the sides up to that height to the end of the side canopy before stepping down to a brick wainscot. Applicant appeals to the City Council to modify the Planning Commission recommended masonry condition to what is shown on the attached revised elevations.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case map
Aerial
Design Statement
Northside Christian Church Plat
Revised Elevations

Recommendation:
Approve PUD-298.



City of Broken Arrow

Request for Action

File #: 19-1505, **Version:** 1

Broken Arrow Planning Commission

12-19-2019

To: Chairman and Commission Members
From: Development Services Department

Title: Public hearing, consideration, and possible action regarding PUD-298 (Planned Unit Development), Stewart Martin Equipment-Kubota Dealership and abrogation of a portion of SP-196A (Specific Use Permit), 6.60 acres, CH (Commercial Heavy), located one-quarter mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)

Background:

Applicant: Ryan McCarty
Owner: Northside Christian Church
Developer: Stewart Martin Equipment
Architect: Not yet known
Location: One-quarter mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)
Size of Tract 6.60 acres
Present Zoning: CH
Proposed Zoning: PUD-298/CH
Comp Plan: Level 6

Planned Unit Development (PUD)-298 involves a 6.60-acre tract located one-quarter mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue) at 1275 N. Elm Place. In conjunction with PUD-298, applicant requests that a portion of SP-196A be abrogated for this property. The property has been platted and includes the north portion of Lot 1, Block 1 of the Northside Christian Church plat.

On January 13, 1983, the Planning Commission approved the site plan for Northside Christian Church with a condition that a sidewalk be built along Elm Place. The site plan included construction of a new classroom building to be built northeast of the existing church and an additional parking area.

On June 5, 1984, the Bradley Chevrolet, Inc. plat was filed in Tulsa County that included one lot in one block totaling 6.60 acres. The site, which is the site of this PUD request, was later a used car dealership. At the time that Northside Christian Church purchased the north 6.60 acres, the church was a legal non-conforming use as they occupied the site prior to the requirement for a Specific Use Permit. The Planning Commission approved a preliminary plat for the property in December 1999, subject to an application being made for a Specific Use

Permit. On February 21, 2000, the City Council approved SP-138 for Northside Christian Church, subject to the property being platted. The platting process was not completed and both the Specific Use Permit and the plat expired after one year.

On May 2, 2005, the City Council approved SP-196 for Northside Christian Church for church uses on the 6.60 acres that the church was in the process of acquiring, subject to replatting. Applicant at that time did not plat the property and SP-196 expired. Northside Christian Church subsequently submitted SP-196A for the entire site, and on September 8, 2006, the City Council approved SP-196A for Northside Christian Church, subject to replatting and limited the use of the site to church and activities directly associated with a church. Stewart Martin Equipment is in the process of acquiring the 6.60 acres from Northside Christian Church. Applicant requests that the Specific Use Permit (SP-196A) for the 6.60-acre northern portion of the site be abrogated.

On June 29, 2007, the Northside Christian Church plat was recorded in Tulsa County (PT06-120). Ten feet of right-of-way and a 17.5-foot utility easement were dedicated with the plat. Although a driveway exists for the north 6.60 acres, the north 318 feet of the site is identified on the plat as having a Limits of No Access (LNA). Should PUD-298 be approved, the access will need to be amended to provide one driveway for this site. The church and Stewart Martin Equipment intend to establish a mutual access easement between the driveway for this site and the north driveway on the church site by separate instrument.

With PUD-298, applicant requests approval to allow tractor, utility trailer, all-terrain vehicle, and associated equipment sales and rentals, including parts and service, on a 6.60-acre tract. Applicant proposes gated access and a drive aisle surrounding the building. The required front landscape edge is proposed to be increased from ten feet to fifteen feet with expanded landscaping at the front corners of the site and along the entrance drive. A black ornamental metal fence is proposed at the back of the landscape edge and extending back a minimum of 200 feet where it transitions to chain link. Chain link fencing exists towards the rear of the site. The site is currently paved, and the applicant proposes to resurface the existing pavement. Applicant proposes to retain existing light poles but may replace fixtures. Outdoor display of equipment is proposed. The one-story building is proposed to be 17,500 square feet in area including a 5,000-square-foot showroom, service bays, storage, and an employee breakroom. Exterior building materials include a masonry base with metal on the upper portion. A 29-foot-high monument sign with aluminum cladding is proposed to include a primary sign (74 square feet) and an LED display sign (42 square feet).

Stewart Martin Equipment - Kubota Dealership is proposed to be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the CH district, except as summarized below.

SUMMARY OF DEVIATION FROM THE BROKEN ARROW ZONING ORDINANCE

Item	Broken Arrow Zoning Ordinance - CH District	PUD-298 Request
Allowed uses	As allowed in the CH district	As allowed in the CH district with the addition of tractor, utility trailer, all-terrain vehicles sales, rentals, parts and service.

Building height	None	Per Zoning Ordinance
Building setback	North: 0 feet East: 50 feet (from residential) South: 0 feet West: 50 feet	Exceed minimums per Zoning Ordinance.
Exterior Building Materials	Building exteriors that are facing a public street to be constructed of masonry. Metal finishes, wood, plastic and other masonry material may be considered and approved by the Planning Commission through the site plan review process.	Masonry wainscot extending minimum of 50 feet from the west side of the building with metal above. Structural awnings to provide articulation.
Parking	One space per 400 square feet of office sales are, plus one space per 1,000 square feet of outdoor display area.	Per Zoning Ordinance
Perimeter Fencing	None required when commercial development does not abut agricultural or residential zoned property.	Six-foot high black ornamental metal fence will be provided along the landscape edge and extend 200 feet along the north boundary and 423 feet along the south boundary. Chain link fence beyond the ornamental fence.
Freestanding Signs	Freestanding signs with a masonry base not to exceed 20 feet in height. Additional height may be granted for additional setbacks measured from the ultimate right-of-way line on a one-foot (1') vertical to two-foot (2') horizontal basis, to a maximum of thirty feet (30') and up to 300 square feet in area. LED signs permitted in accordance with Section 5.7.C.2.b.	Twenty-nine-foot-high (29') freestanding sign with aluminum cladding proposed a minimum of 20 feet from right-of-way to include a 74-square-foot primary sign and a 42-square-foot LED display.
Landscaping	10-foot-wide landscape edge with one tree and 10 shrubs for each 50 linear feet. Parking lot: Ten-foot-wide planting island with one tree for every ten parking spaces. No parking space more than 75 feet from a landscaped area.	15-foot-wide landscape edge along Elm Place with one tree and 10 shrubs for every 50 lineal feet. Parking lot: Four trees near parking adjacent to building. No trees for employee parking on existing paved area along the north edge of site.

Parking lot lighting	Light poles up to 16 feet in height within 50 feet of public right-of-way, and up to 20 feet in height within 250 feet of public right-of-way.	Use existing light poles that exceed 16 feet in height and install shields on fixtures. If existing fixtures are not operational, replace fixtures with those that are shielded with light directed downward.
Screening of mechanical equipment and trash containers	Ground-mounted mechanical equipment shall be screened with ornamental fences, or through the use of trees and shrubs that form an opaque visual screen. Refuse collection receptacles shall be screened from view on all sides by a durable sight-obscuring enclosure with an opaque fence.	Ground-mounted HVAC equipment to be screened with six-foot-high wood fence. Trash enclosure to be constructed with six-foot-high wood fence with a screening gate.

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 (2019)	Zoning	Land Use
North	Level 6	CH	Hotel, Broken Arrow Roller Sports
East	Level 3	RM	Blue line stream, car lot
South	Level 6	CH/SP-196A	Place of Assembly
West	Level 4	ON	Medical Office

The property associated with PUD-298 is designated as Level 6 in the Comprehensive Plan recently adopted by the City Council. CH (Commercial Heavy) zoning is considered to be in conformance with the Comprehensive Plan in Level 6.

According to Section 6.4 of the Zoning Ordinance, the PUD provisions are established for one (1) or more of the following purposes:

1. To permit and encourage innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties.
2. To permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Ordinance.
3. To encourage the provision and preservation of meaningful open space.

4. To encourage integrated and unified design and function of the various uses comprising the planned unit development.
5. To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infra structure and land use compatibility.

In Staff's opinion, PUD-298 satisfies items 1, 2, 3 and 5 of Section 6.4.A of the Zoning Ordinance. (1) Applicant has designed a conceptual site plan that focuses development on the front portion of the site and will utilize existing pavement and light poles. The rear of the site will remain as grass for the time being. To ensure compatibility with adjoining and proximate properties, applicant has designed a 15-foot wide landscape buffer along Elm Place. The site has been idle for some time. With this development, the site will be redeveloped and beautified. (2) Applicant and abutting property owner to the south are utilizing existing curb cuts and drive aisles to provide a mutual access easement thereby providing greater flexibility and alternate access to Elm Place should a traffic disruption prohibit access from one of the driveways. (3) Previously, the site was paved nearly to the sidewalk. With PUD-298, some of the pavement will be removed, and a minimum 15-foot-wide landscape area will be provided along Elm Place with wider landscape areas at the corners of the property and extending along the entrance drive aisle. (5) The site has been underutilized for several years. With this development, the site will be redeveloped to include a new building, landscaping and ornamental fencing for a more productive use of the land.

According to FEMA maps, none of the property is located in a 100-year floodplain area.

Attachments: Case map
Aerial
PUD-298 design statement
Northside Christian Church plat

Recommendation:

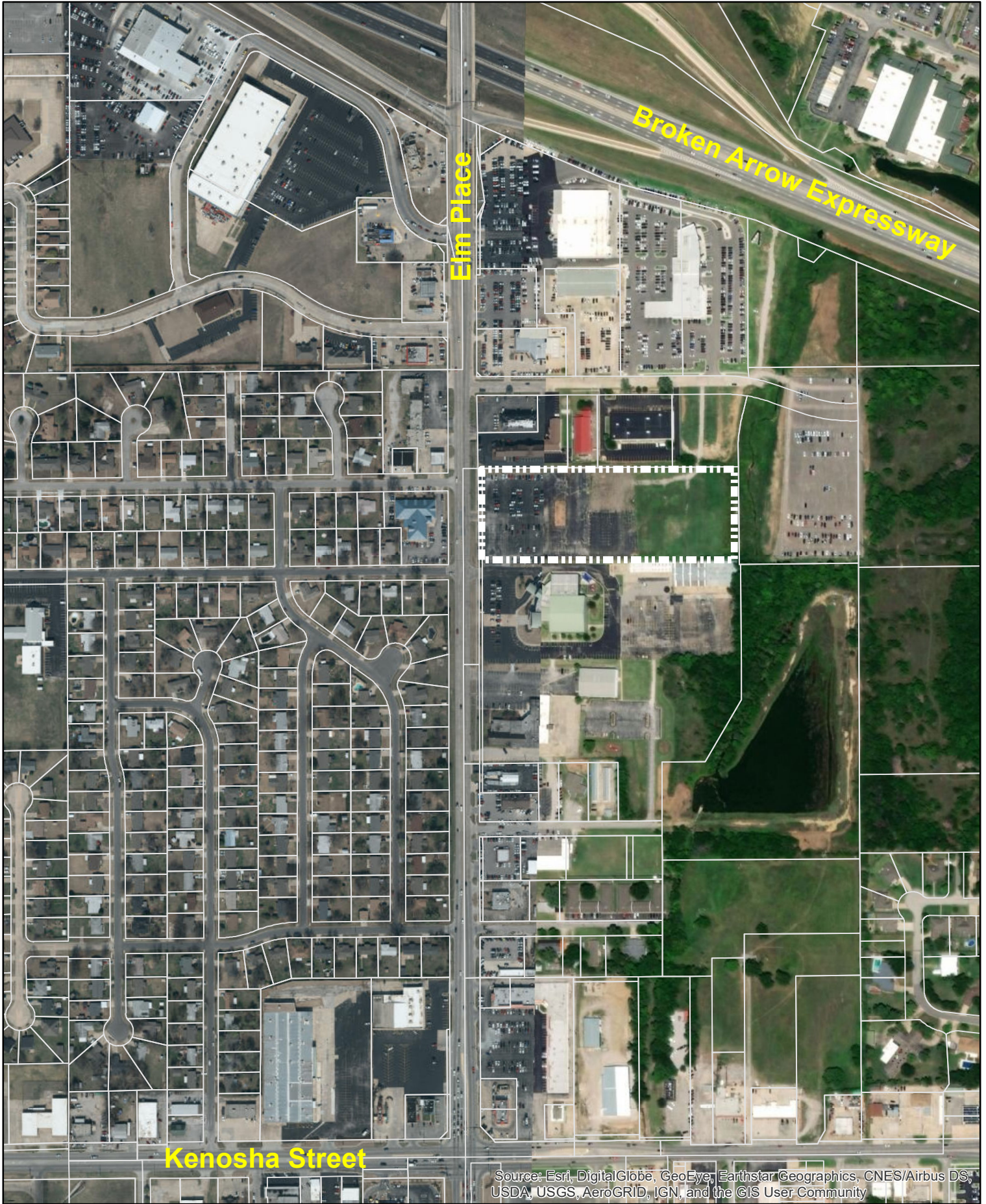
Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-298 be approved, subject to the following conditions of approval.

1. A lot split shall be completed to split the 6.60 acres of this PUD from the remainder of the Northside Christian Church property.
2. Applicant to amend the limits of no access on the plat to allow for one driveway entrance consistent with the existing curb cut.

Reviewed by: Jill Ferenc

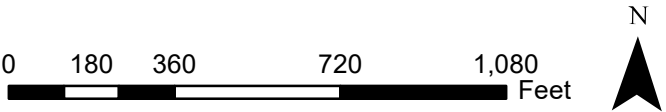
Approved by: Larry R. Curtis

JMW



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

PUD-298
Stewart Martin Equipment



Planned Unit Development No. 298

STEWART MARTIN EQUIPMENT KUBOTA DEALERSHIP

Broken Arrow, Oklahoma

November 11, 2019



Table of Contents

I. DEVELOPMENT CONCEPT	3
Exhibit A – Vicinity Map	4
Exhibit B – Aerial Photo	5
Exhibit C – Conceptual Site Plan	6
Exhibit D – Current Zoning Map	7
Exhibit E – Broken Arrow Comprehensive Plan	8
Exhibit F – Proposed Signage	9
Exhibit G – Building Elevations	10
Exhibit H – Mutual Access Easement	11
II. DEVELOPMENT STANDARDS	12
III. GENERAL PROVISIONS	
A. Landscaping	13
B. Screening	13
C. Parking	13
D. Lighting	13
E. Signage	13
F. Building Material Requirements	14
G. Utilities	14
H. Drainage	14
I. Vehicular Access and Circulation	14
J. Emergency Vehicle Access & Mutual Access Easement	14
IV. ANTICIPATED CONSTRUCTION SCHEDULE	14

I. Development Concept

Stewart Martin Equipment - Kubota is a proposed commercial development requesting approval of a Planned Unit Development Permit to allow tractor, utility trailer, all-terrain vehicle, and associated equipment sales and rentals, including parts and service, on a 6.60-acre tract of presently developed land within the City of Broken Arrow. Historically, this property was developed as a parking lot with a sales office for a car dealership and subsequently purchased by Northside Christian Church. The project is located on the east side of South Elm Street approximately 0.3 miles south of the Broken Arrow Expressway.

Objectives:

- To permit and encourage innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties
- To permit greater flexibility within the development to best utilize the physical features of the particular site
- To encourage the provision and preservation of meaningful open space
- To encourage integrated and unified design and function of the various uses comprising the planned unit development
- To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

A Specific Use Permit (SP-196A) was granted to and memorialized on the 20.14-acre final plat of Northside Christian Church (Plat No. 6130). In conjunction, with this Planned Unit Development, the 6.60-acre northern portion of SP-196A shall be abrogated.

Legal Description

A TRACT OF LAND THAT IS THE NORTH 330.00 FEET OF LOT ONE (1), BLOCK ONE (1), NORTHSIDE CHRISTIAN CHURCH, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6130 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, NORTHSIDE CHRISTIAN CHURCH ADDITION; THENCE NORTH 89°42'05" EAST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 870.68 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 00°05'15" EAST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°42'05" WEST 870.68 FEET TO THE WEST LINE OF LOT 1; THENCE NORTH 00°05'15" WEST ALONG SAID WEST LINE 330.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 287,324.4 /SQUARE FEET OR 6.60 ACRES.

EXHIBIT A

VICINITY MAP

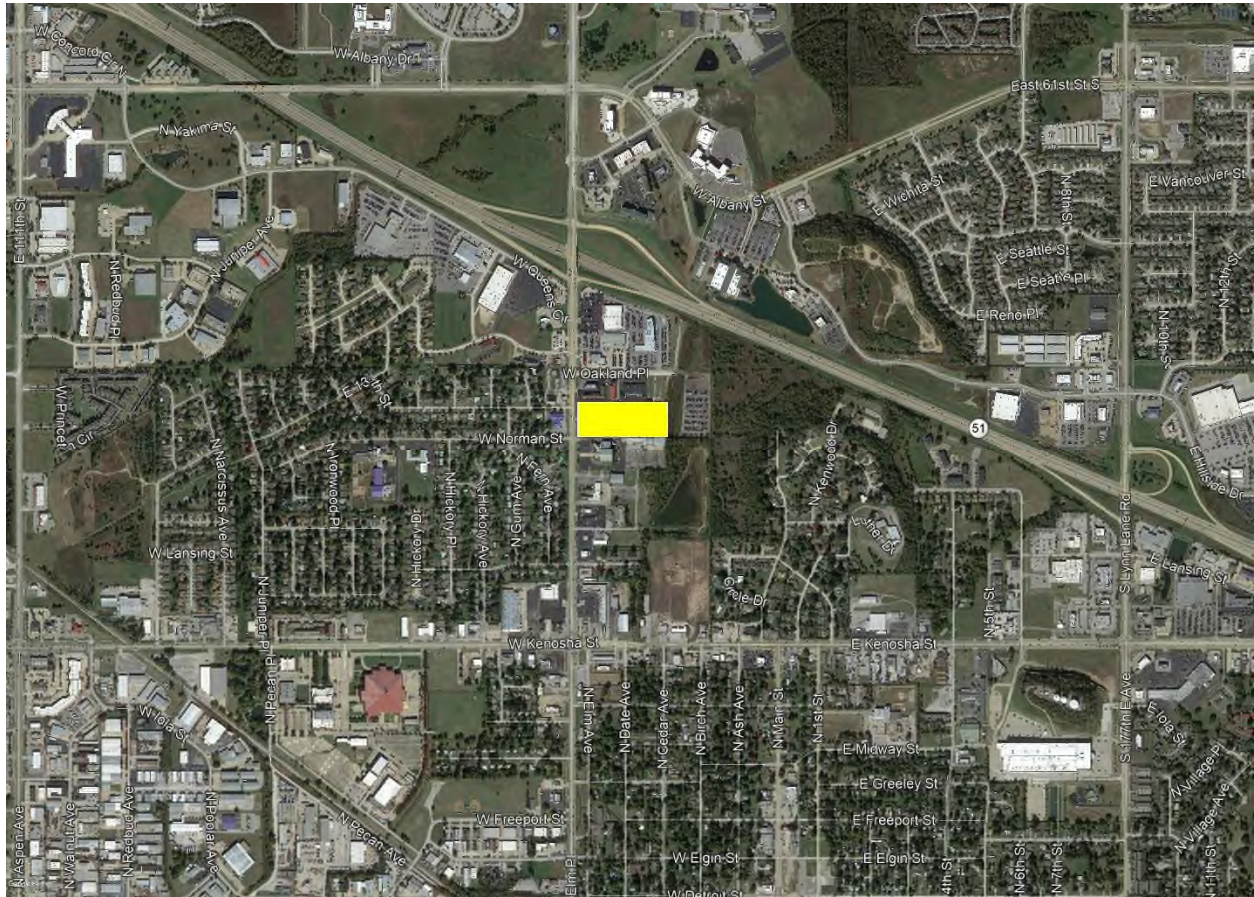
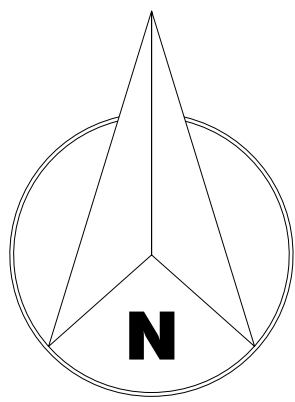
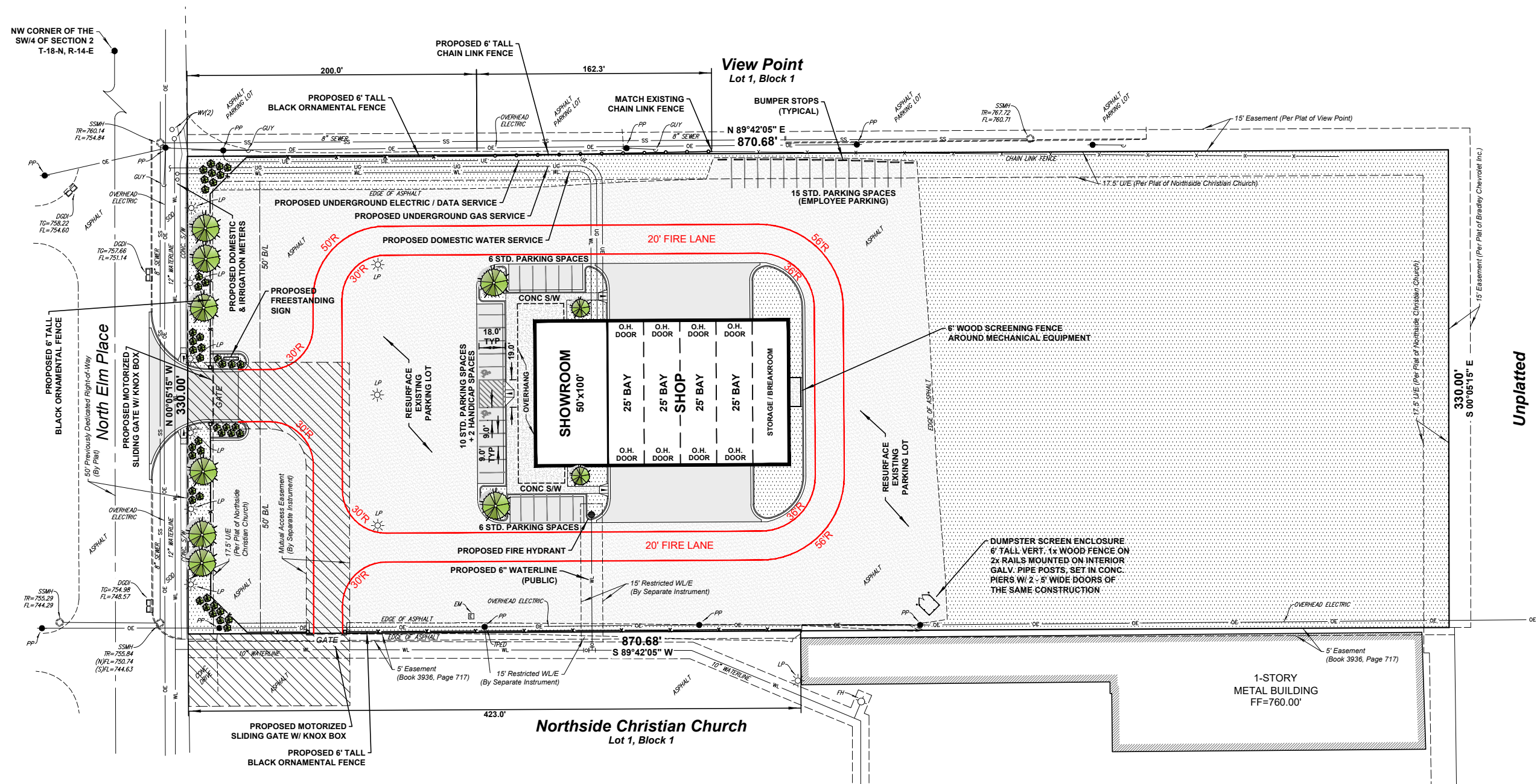


EXHIBIT B
AERIAL PHOTO





Scale: 1" = 80'

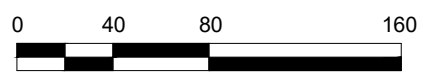


EXHIBIT C

Conceptual Site Plan

EXHIBIT D

ZONING MAP

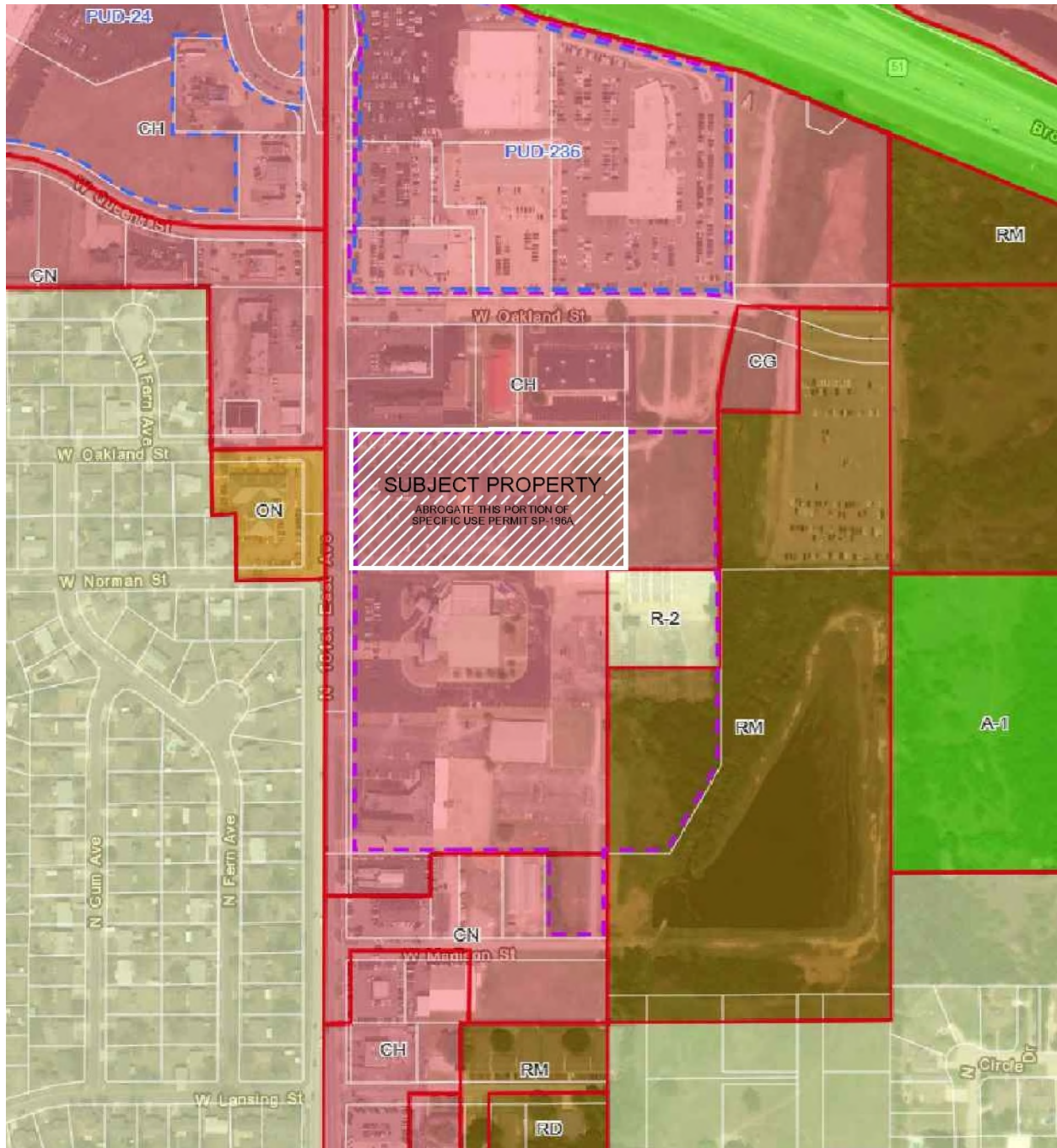


EXHIBIT E

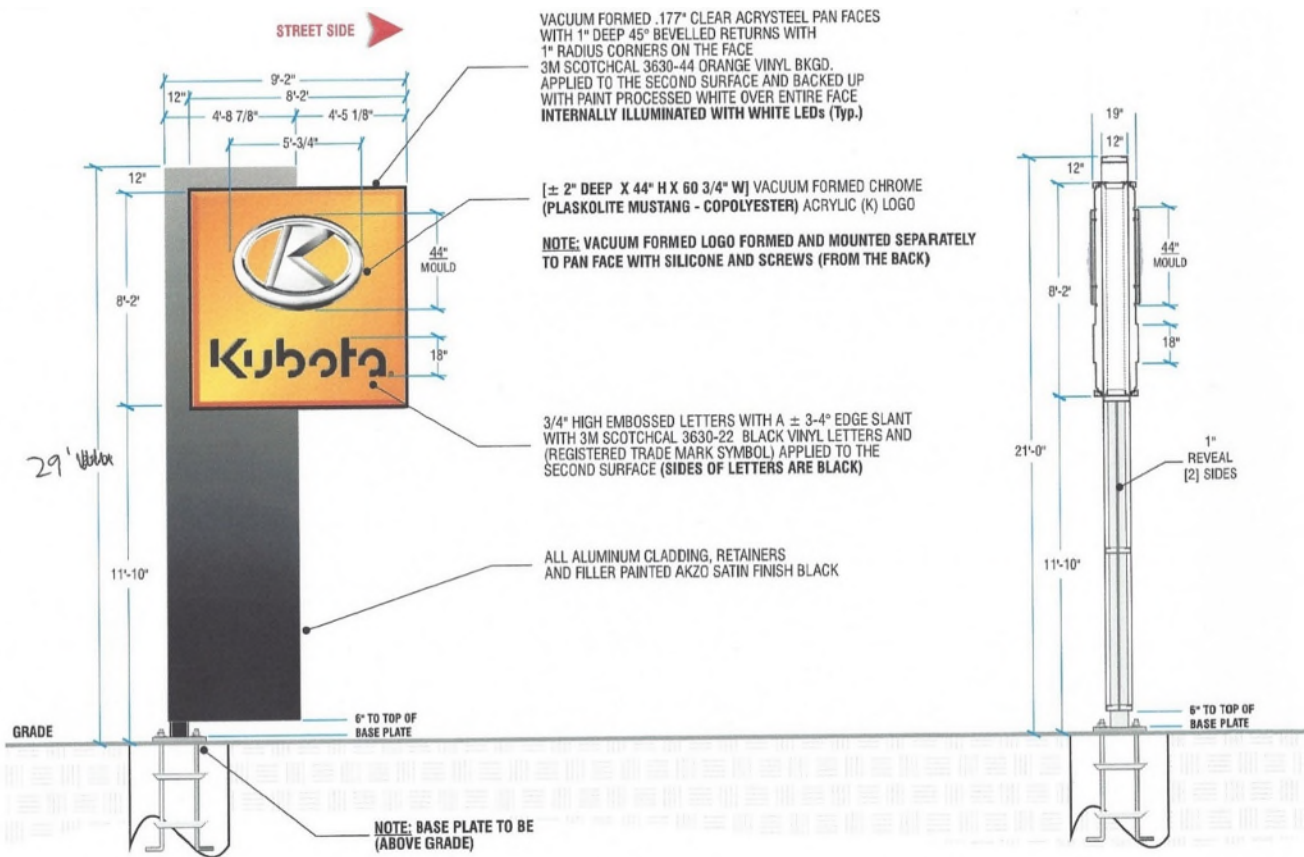
BROKEN ARROW COMPREHENSIVE PLAN

Property is situated in Level 6 – Regional Commercial / Employment



EXHIBIT F

PROPOSED SIGNAGE



PRIMARY SIGN

108"x98" (73.50 SF)

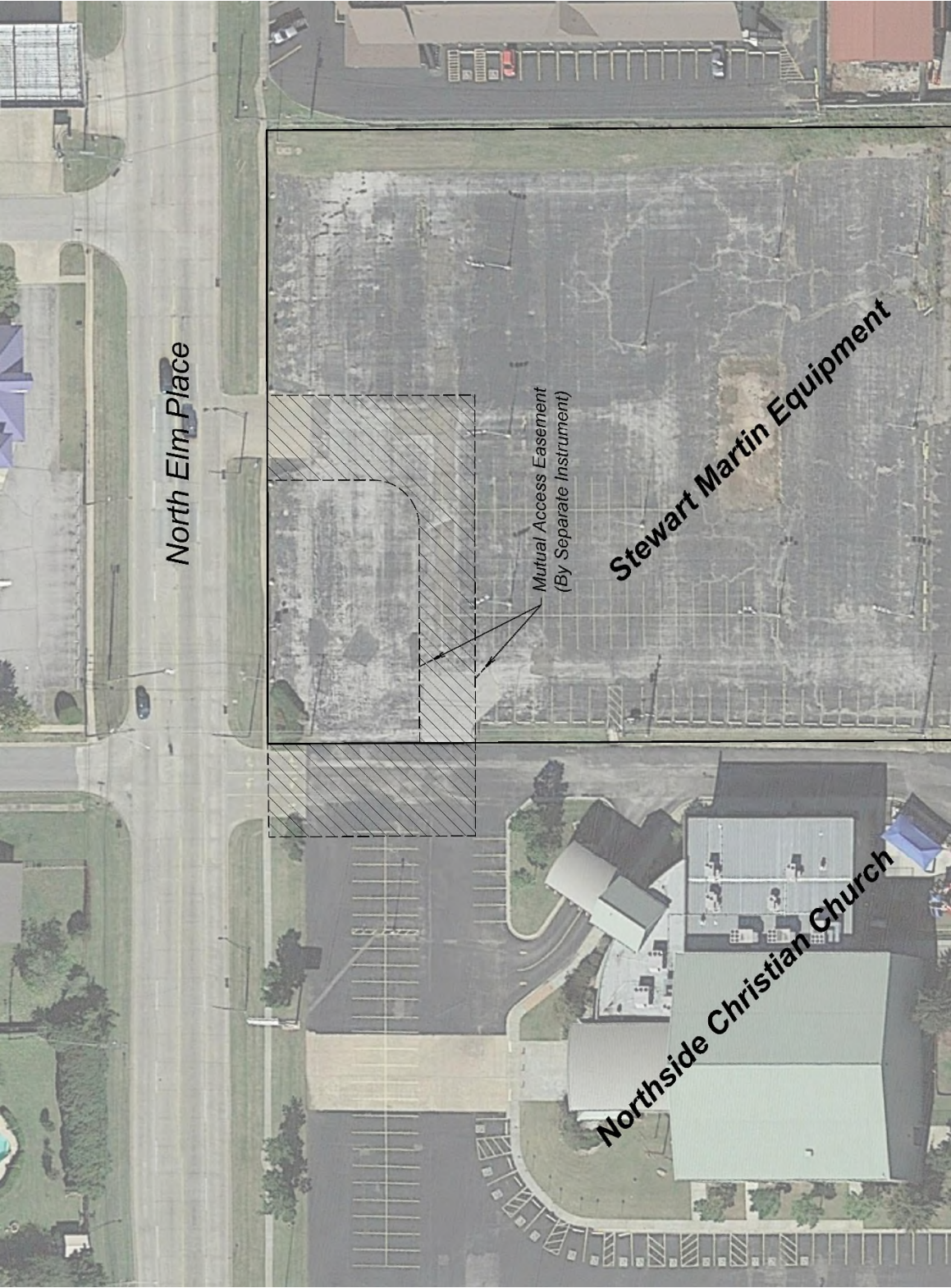
LED DISPLAY SIGN

98"x62" (42.19 SF)

EXHIBIT G
BUILDING ELEVATIONS



EXHIBIT H
MUTUAL ACCESS EASEMENT



II. Development Standards

Land Area: 6.60 Acres

Zoning: Commercial Heavy District (CH)

This Planned Unit Development shall be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the CH zoning district, except as described below:

Permitted Uses:

All uses allowed by right in the CH zoning district, and;

- Tractor, utility trailer, all-terrain vehicles, and associated equipment sales, include parts and service

Dimensional Standards:

TABLE 4.1-4: DIMENSIONAL AND DENSITY STANDARDS – NONRESIDENTIAL DISTRICTS									
District	Lot Dimensions			Minimum Setbacks (ft) [Note 1]					Max Height (ft)
	Lot Area	Min Lot Frontage (ft)	Building Coverage (%)	Front	Rear	Side abutting property in same district	Side abutting property in non-res district	Side or rear abutting property in residential or A-1 district	
CH	None	100	None	50	30	0	30	- 1-story: 50 - Greater than one story less than 75 feet: 75 - 75 ft+: min distance equal to bldg height	None

PUD-298 Development Standards:

The equipment sales and rental facility shall comply with the following standards:

- Landscaping shall meet or be upgraded to meet the landscape requirements of Section 5.2. Particular attention shall be given to installing landscape material that does not attract birds. No parking of vehicles shall be allowed within landscape areas.
- Proposed structures shall be located a minimum of 115 feet from any residential district, school, hospital, park, government office, or place of public assembly (measured from the face of building to property line).
- No outdoor speakers shall be allowed within 500 feet of a residential area.
- Colored metal or wrought iron gates designed to enhance the appearance of the facility are encouraged. The use of chain link or barbed wire within 200 feet of a public street right-of-way is prohibited.

III. General Provisions

A. Landscaping:

Per Section 5.2 of the City of Broken Arrow Zoning Ordinance, except;

1. Along the frontage of South Elm Place, where a landscape area of fifteen feet (15') in width shall be provided. The current Zoning Ordinance requires a minimum of ten feet (10') in width for non-residential developments.

B. Screening:

Per Section 5.2 of the City of Broken Arrow Zoning Ordinance.

1. Service equipment (including HVAC equipment) and areas shall be screened so the visual impacts of these functions are fully contained and out of view from a person standing on the ground at the perimeter of the PUD boundary.
2. Screening materials for solid waste collection and loading areas shall be a six-foot tall wooden fence. Trash dumpsters shall have a door, which shall remain closed when not in use.
3. Black ornamental fencing shall be constructed along the west boundary (arterial street frontage), 200' along the north property line beginning at the arterial street right-of-way, and 423' along the south property line beginning at the arterial street right-of-way (refer to Exhibit C - Conceptual Site Plan for location).

C. Parking:

Per Section 5.4 of the City of Broken Arrow Zoning Ordinance.

D. Lighting:

Per Section 5.6 of the City of Broken Arrow Zoning Ordinance.

1. The height of the existing light poles on the property are in excess of sixteen feet (16'). If these are to be utilized, the fixtures shall be shielded to direct light downward and a photometric plan shall be prepared and approved by the City of Broken Arrow (Method 2 – Photometric Standard).

E. Signage:

Per Section 5.7 of the City of Broken Arrow Zoning Ordinance (refer to Exhibit F – Proposed Signage)

1. The height of freestanding sign shall be measured from the grade where the sign is located and shall not exceed twenty feet (20') in height except as modified by the following: additional height

may be granted for additional setbacks, measured from the ultimate right-of-way line on a one foot (1') vertical to a two foot (2') horizontal basis, to a maximum of thirty feet (30').

2. No sign permit shall be issued until a site plan is prepared and approved by the City of Broken Arrow.

F. Building Material Requirements:

1. EXTERIOR WALLS (NORTH, WEST & SOUTH FACING): Along the exterior walls of the structure, a masonry: rock or cementitious material wainscot shall be provided and extended east fifty feet (50') from the west face along the north and south side of the structure.
2. AWNINGS, CANOPIES AND OVERHANGS: Structural awnings are encouraged at the ground level to enhance articulation of the structure.

G. Utilities:

Proposed public utility infrastructure design shall be submitted to and approved by the City Engineer and in accordance with the City of Broken Arrow Engineering Design Criteria.

H. Drainage:

A portion of the site is currently covered with asphalt pavement and will remain unchanged. The re-developed site will follow existing drainage patterns and will remain unchanged. The final drainage and grading design shall be submitted to and approved by the City Engineer and in accordance with the City of Broken Arrow Engineering Design Criteria.

I. Vehicular Access and Circulation:

All private driveway and/or street connections shall be subject to the City Engineer curb cut permit approval for the proposed access point on South Elm Street, and the Fire Marshal's approval of locations, spacing, widths, and curb return radii.

J. Emergency Vehicle Access & Mutual Access Easement:

A 20-foot wide fire apparatus road shall be established and maintained for emergency vehicles. Pavement striping, signage, etc. shall be submitted to and approved by the Fire Marshal. For the benefit of both property owners (Stewart Martin Equipment and Northside Christian Church), a mutual access easement shall be prepared and duly filed of record at the Tulsa County Clerk's Office. (Refer to Exhibit H – Mutual Access Easement)

IV. Anticipated Construction Schedule

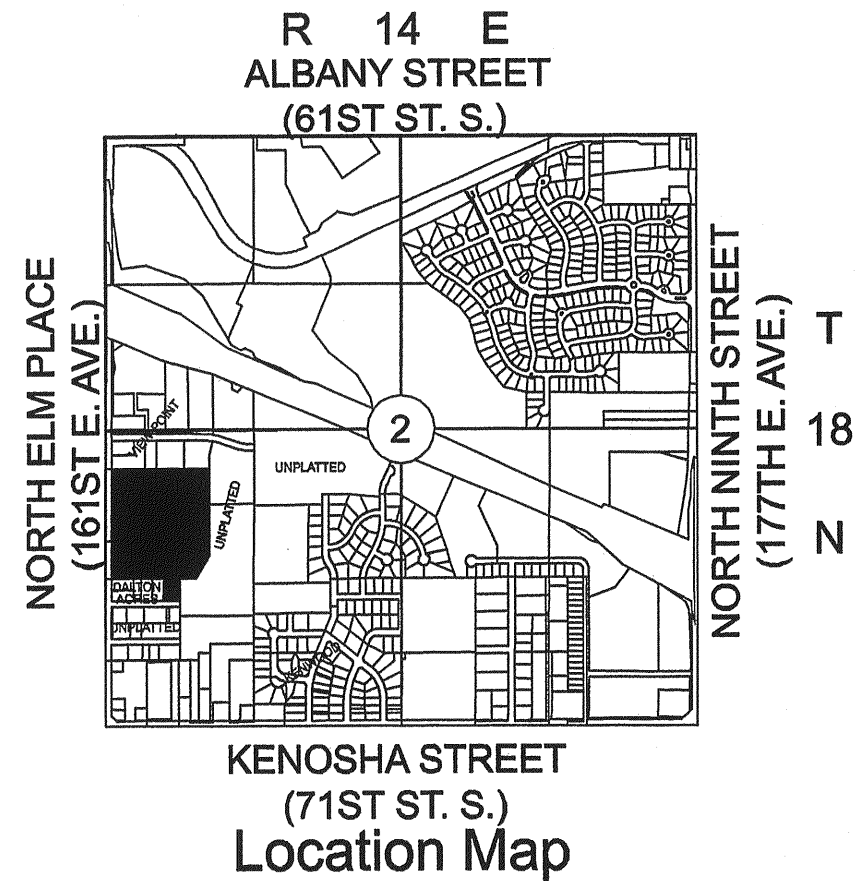
- Construction shall commence within 6 months from the date this PUD is approved by City Council



NORTHSIDE CHRISTIAN CHURCH

PART OF THE SW/4 OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
PORTIONS OF THIS PROPERTY ARE A REPLAT OF PLAT NO. 4495,
(BRADLEY CHEVROLET, INC. LOT 1, BLOCK 1) AND
PLAT NO. 3570 (DALTON ACRES LOT 3, BLOCK 1)
ADDRESS: 1149 NORTH ELM PLACE

6130



OWNERS:
NORTHSIDE CHRISTIAN CHURCH
1201 N. ELM PLACE
BROKEN ARROW, OK 74012
(918)258-2577

ENGINEER:
MARK MCGUIRE, P.E.
MCGUIRE BROTHERS ENGINEERING
8415 S. REGENCY DR.
TULSA, OK 74131
(918)224-2764
CERTIFICATE OF AUTHORIZATION #4697
EXPIRES JUNE 30, 2008

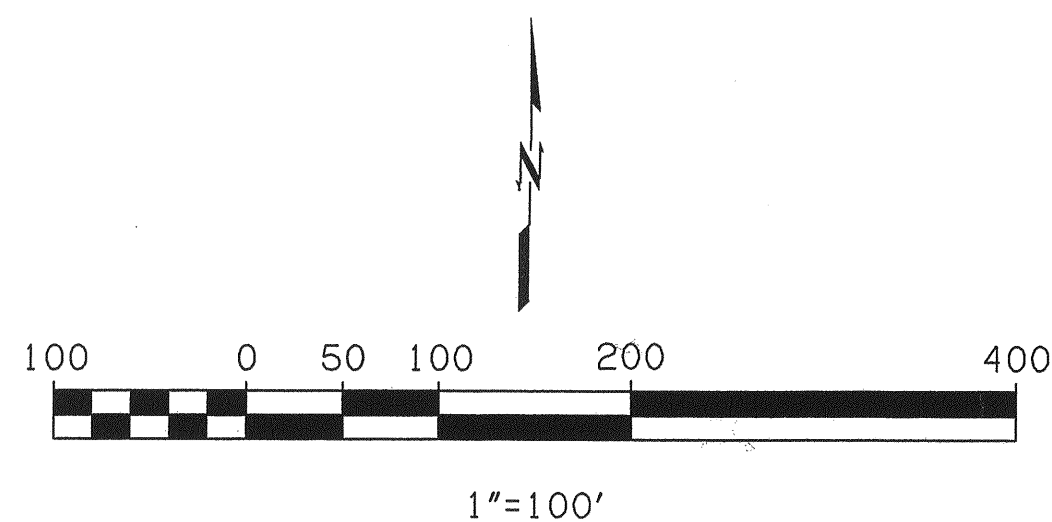
SURVEYOR:
WADE BENNETT, PLS
BENNETT SURVEYING, INC.
P.O. BOX 848
CHOUTEAU, OK 74337
(918)476-7484
CERTIFICATE OF AUTHORIZATION #4602
EXPIRES JUNE 30, 2008

1 LOT
1 BLOCK
20.14 ACRES

--- UE UTILITY EASEMENT
--- R/W RIGHT OF WAY
--- BL BUILDING LINE
--- PL PROPERTY LINE
--- LA LIMITS OF ACCESS
--- LNA LIMITS OF NO ACCESS
--- BM BENCHMARK

NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF SECTION 2 HAVING AN ASSUMED BEARING OF N 00°05'15" W.
- THE SPECIFIC USE PERMIT NUMBER FOR THIS PLAT IS SP-196A.
- SOURCE OF WATER SUPPLY IS THE CITY OF BROKEN ARROW MAIN ON THE EAST SIDE OF NORTH ELM PLACE (161ST E. AVE.).
- SANITARY SEWER WILL BE PROVIDED BY CITY OF BROKEN ARROW SANITARY SEWER LINE LOCATED THE EAST SIDE OF NORTH ELM PLACE (161ST E. AVE.).
- ELEVATION DATUM FOR THIS PROJECT IS N.A.V.D. 1988.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-110106-48.
- 3/8" IRON PINS WERE SET AT ALL PROPERTY CORNERS.
- THE ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW DEVELOPMENT SERVICES DEPARTMENT. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NOT BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- FOR FUTURE BUILDING CONSTRUCTION, IF THE ACTUAL FINISH FLOOR ELEVATION IS LESS THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDERS RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTOR VALVE NEAR THE BUILDING ACCORDING TO THE BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.



BENCHMARKS			
BM#1: TULSA 11	BM#3: 3/8" IRON PIN		
N 12349.8783	N 10292.9947		
E 5398.2280	E 5017.4893		
ELEV: 815.125'	ELEV: 752.82		
BM#2: CHISELED 'X' ON CURB			
N 10864.7820			
E 4940.5093			
ELEV: 758.061'			

BACKFLOW PREVENTOR TABLE			
	FF ELEV.	UPSTREAM MH RIM ELEV.	BACKFLOW PREVENTOR REQD.
WEST HALF OF BL 1, LT 1	NEW CHURCH 761.00	760.14	YES
EAST HALF OF BL 1, LT 1	YOUTH BLDG 760.00	758.69	NO

UTILITY EASEMENT (UE)		
LINE SEGMENT	LENGTH	BEARING
1	334.89'	S 00°05'15" E
2	27.50'	S 89°53'30" E
3	321.23'	S 89°53'30" E
4	117.96'	S 67°23'30" E
5	13.43'	N 22°38'30" E
6	10.00'	S 67°23'30" E
7	13.43'	S 22°38'30" W
8	3.68'	S 67°23'30" E
9	247.58'	S 00°06'30" W
10	38.55'	S 45°00'00" W
11	31.84'	S 90°00'00" W
12	10.00'	S 00°00'00" E
13	10.00'	S 90°00'00" W
14	10.00'	N 00°00'00" W
15	34.59'	S 90°00'00" W
16	10.00'	S 00°00'00" E
17	15.00'	S 90°00'00" W
18	10.00'	N 00°00'00" W
19	323.07'	S 90°00'00" W
20	11.50'	N 00°05'15" W
21	409.75'	N 90°00'00" E
22	29.04'	N 45°00'00" E
23	235.14'	N 00°06'30" E
24	121.64'	N 67°23'30" W
25	177.34'	N 89°53'30" W
26	30.03'	S 00°06'30" W
27	15.00'	N 89°53'30" W
28	30.03'	N 00°06'30" E
29	126.60'	N 89°53'30" W
30	11.50'	N 00°06'30" E

KNOW ALL MEN BY THESE PRESENTS:

THAT NORTHSIDE CHRISTIAN CHURCH (HEREINAFTER CALLED THE "OWNER"), NOW THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, COUNTY OF TULSA, STATE OF OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS PART OF THE SW/4 OF SECTION 2, T-18-N, R-14-E, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NW CORNER OF THE SW/4 OF SAID SECTION 2, THENCE S 89°01'15" E ALONG THE WEST LINE OF SAID SECTION 2 A DISTANCE OF 333.82 FEET, THENCE N 89°42'29" E A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING, THENCE S 89°51'15" E A DISTANCE OF 98.84 FEET, THENCE N 89°23'30" E A DISTANCE OF 465.00 FEET, THENCE S 0°31'57" E A DISTANCE OF 188.40 FEET, THENCE N 89°23'30" E A DISTANCE OF 145.00 FEET, THENCE S 89°23'30" E A DISTANCE OF 234.87 FEET, THENCE N 0°54'00" W A DISTANCE OF 123.00 FEET, THENCE N 0°54'00" W A DISTANCE OF 328.59 FEET, THENCE S 89°42'29" W A DISTANCE OF 3.74 FEET, THENCE N 0°14'15" W A DISTANCE OF 53.00 FEET, THENCE S 89°42'29" W A DISTANCE OF 870.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 20.14 ACRES, MORE OR LESS.

AND HAVE CAUSED SAID REAL PROPERTY TO BE SURVEYED, STAKED AND PLATTED INTO ONE LOT AND BLOCK IN CONFORMITY WITH THE PLAT HEREWITH AND HAVE CAUSED THE SAME TO BE NAMED AND DESIGNATED "NORTHSIDE CHRISTIAN CHURCH", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND OTHER SERVICES CAPABLE OF BEING PROVIDED, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

IN WITNESS WHEREOF, NORTHSIDE CHRISTIAN CHURCH, HAS EXECUTED THIS INSTRUMENT ON THIS 29th DAY OF June, 2007.

NORTHSIDE CHRISTIAN CHURCH

NAME AND TITLE: J. Carlos Williams, Treasurer

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 29th DAY OF June, 2007, PERSONALLY APPEARED J. Carlos Williams, Treasurer of NORTHSIDE CHRISTIAN CHURCH, 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 SUCH COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

May 1, 2008 Michelle A. Taylor

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

R. WADE BENNETT OF BENNETT SURVEYING, INC., AN OKLAHOMA CORPORATION, DOES HEREBY CERTIFY THAT HE HAS CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, STAKED, AND PLATTED THE LAND DESCRIBED ABOVE AND THAT THE ABOVE PLAT DESIGNATED AS "NORTHSIDE CHRISTIAN CHURCH, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY.

WITNESS MY HAND AND SEAL THIS 7th DAY OF March, 2007.

R. Wade Bennett

R. WADE BENNETT

REGISTERED PROFESSIONAL LAND

SURVEYOR, OKLAHOMA NO. 1556

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 7th DAY OF March, 2007, PERSONALLY APPEARED R. WADE BENNETT TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE 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.

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

Geneva Heiland

MY COMMISSION EXPIRES NOTARY PUBLIC

APPROVED 12-4-06 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA

Richard Cartwright, Mayor

ATTEST: CITY CLERK 3.14.07

NORTHSIDE CHRISTIAN CHURCH

FEBRUARY 16, 2007

FINAL PLAT - SHEET 1 OF 1

CASE NUMBER	DEVELOPMENT NUMBER
PT06-120	DN06-140

CERTIFICATE
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$EXEMPT per trust receipt no. EXEMPT to be applied to 2007 taxes. This certificate is NOT to be construed as payment of 2007 taxes in full but is given in order that this plat may be filed on record. 2007 taxes may exceed the amount of the security deposit.

Dated 29-Jun-07

Dennis Samuels

Tulsa County Treasurer

By: Pamela McWilliams

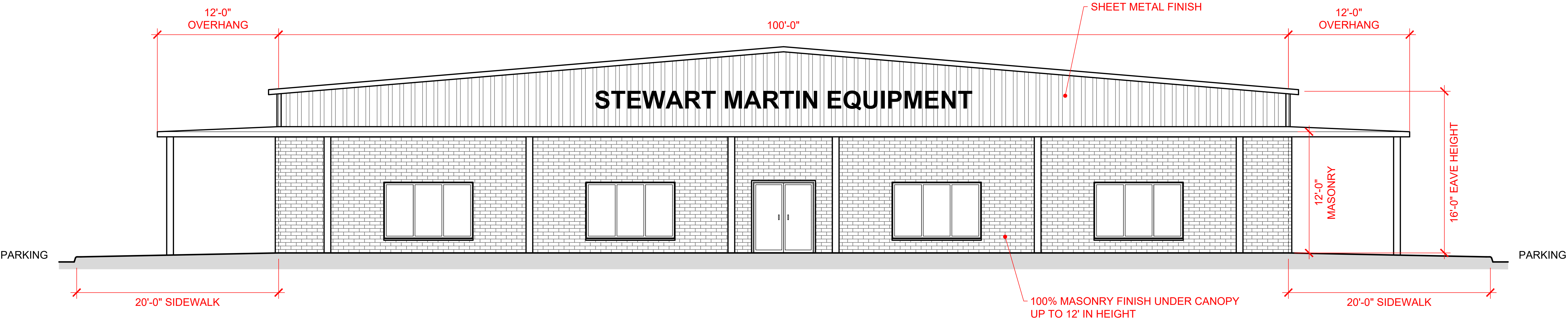
Deputy

STATE OF OKLAHOMA
COUNTY OF TULSA

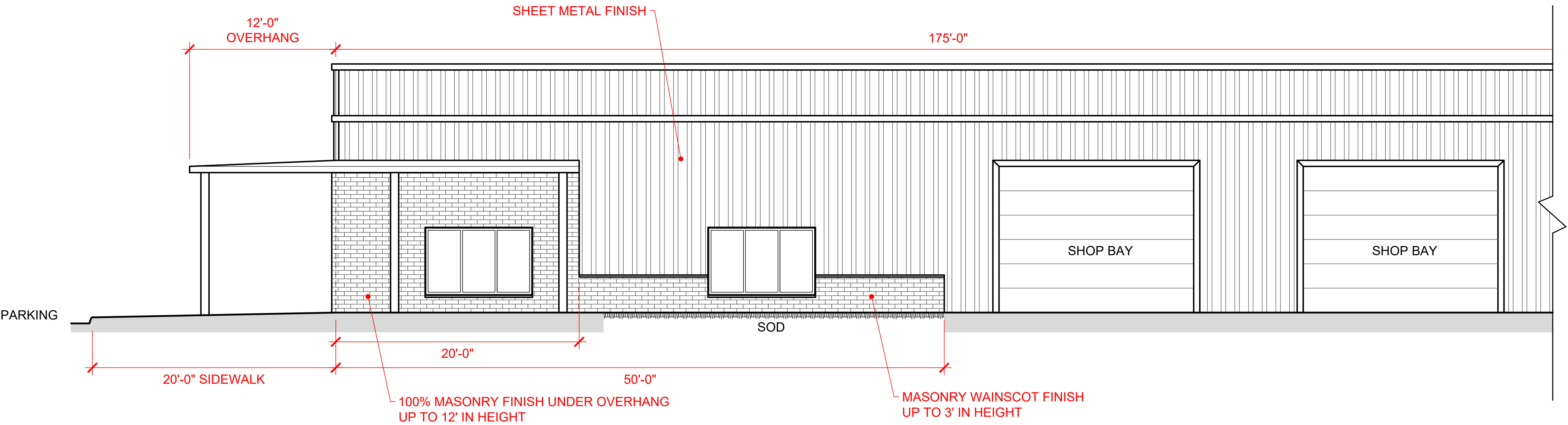
I, Earlene Wilson, Tulsa County Clerk, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 29th day of June, 2007
EARLENE WILSON, Tulsa County Clerk

Deputy



WEST ELEVATION



SOUTH ELEVATION

(North Side to Match)



City of Broken Arrow

Request for Action

File #: 19-1525, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration, discussion and possible approval of PUD-17C (Planned Unit Development Major Amendment), Vandever Acres Center, 4.94 acres, CG/PUD-17 (Commercial General), located west of the northwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

Background:

Planned Unit Development (PUD)-17C involves a 4.94-acre parcel located west of the northwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue).

With PUD-17C, the applicant is requesting approval of a major amendment to PUD-17 to include Medical Marijuana Dispensary as a permitted use in addition to other principal and accessory uses permitted as a matter of right in the CG (Commercial General) zoning district. When PUD-17 was approved, medical marijuana dispensary was not a permitted use; therefore, an amendment to the PUD is necessary to include the dispensary use as a permitted use.

On September 18, 2018, the City Council adopted Ordinance No. 3542 allowing for retail medical marijuana establishments, commercial marijuana growing facilities, wholesale marijuana facilities, and marijuana storage facilities. The ordinance allows for retail medical marijuana establishments in commercial zoning districts provided that the establishment is not located within one thousand (1,000) feet from any public or private school entrance. The ordinance also outlines the process that an operator must complete in order to obtain the required City of Broken Arrow Medical Marijuana Dispensary permit. Should this PUD major amendment be approved, the business operator will be required to obtain the dispensary permit.

In their meeting of December 5, 2019, the Planning Commission recommended approval (3-1 vote) of PUD-17C per Staff recommendation. Staff had recommended that the business operator obtain all applicable licenses and permits. At this meeting, no one spoke during the Public Hearing session on the item.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case map

Aerial
PUD Amendment Development Standards

Recommendation:

Approve PUD-17C.



City of Broken Arrow

Request for Action

File #: 19-1470, **Version:** 1

Broken Arrow Planning Commission

12-05-2019

To: Chairman and Commission Members

From: Development Services Department

Title: Public hearing, consideration, and possible action regarding PUD-17C (Planned Unit Development Major Amendment), Vandever Acres Center, 4.94-acres, CG/PUD-17 (Commercial General), located west of the northwest corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

Background:

Applicant: Lou Reynolds, Eller & Detrich, P.C.

Owner: 1990 Vandever Acres L.P.

Developer: NA

Engineer: NA

Location: West of northwest corner of New Orleans Street and Elm Place

Size of Tract 4.94 acres

Present Zoning: CG/PUD-17

Proposed Zoning: CG/PUD-17C

Comp Plan: Level 4

Planned Unit Development (PUD)-17C involves a 4.94-acre parcel located west of the northwest corner of New Orleans Street (101st Street) and Elm Place. With PUD-17C, applicant is proposing a major amendment to PUD -17 to allow medical marijuana dispensary as a permitted use.

PUD-17 was approved by the City Council in 1980 and included C-2 (now converted to CG) zoning for this site. The property was platted as Lot 3 Block 1 Vandever Acres Center, filed in Tulsa County on January 30, 1981. A lot split (BAL-452) in 1983 further split this lot. The resulting tract that is the subject of this PUD major amendment is a 4.94-acre tract.

With PUD-17C, the applicant is requesting approval to include Medical Marijuana Dispensary as a permitted use in addition to other principal and accessory uses permitted as a matter of right in the CG (Commercial General) zoning district. When PUD-17 was approved, medical marijuana dispensary was not a permitted use; therefore, an amendment to the PUD is necessary to include the dispensary use as a permitted use.

On September 18, 2018, the City Council adopted Ordinance No. 3542 allowing for retail medical marijuana establishments, commercial marijuana growing facilities, wholesale marijuana facilities, and marijuana storage facilities. The ordinance allows for retail medical marijuana establishments in commercial zoning districts provided that the establishment is not located within one thousand (1,000) feet from any public or private

school entrance. The ordinance also outlines the process that an operator must complete in order to obtain the required City of Broken Arrow Medical Marijuana Dispensary permit. Should this PUD major amendment be approved, the business operator will be required to obtain the dispensary permit.

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

Location	Development Guide	Zoning	Land Use
North	Level 4	PUD 17/CH PUD10C/CG PUD-3/CG	Ministorage Office Office
East	Level 4	PUD 17C/CG PUD-17/CG	Church, retail Restaurant
South	Level 4	PUD-131B/CH CG	Ministorage Pharmacy, commercial center
West	Level 3 and 4	PUD-17/CH PUD-10/CG	Ministorage Restaurant, office

According to FEMA maps, none of the property is located in a 100-year floodplain area. City services are existing for the site.

The property associated with PUD-17C is designated as Level 4 in the Comprehensive Plan recently adopted by the City Council. The underlying zoning for this property, CG (Commercial General), is considered to be in conformance with the Comprehensive Plan in Level 4, and Medical Marijuana dispensary is a permitted use in the CG zoning district.

Attachments: Case map
Aerial
PUD Amendment Development Standards

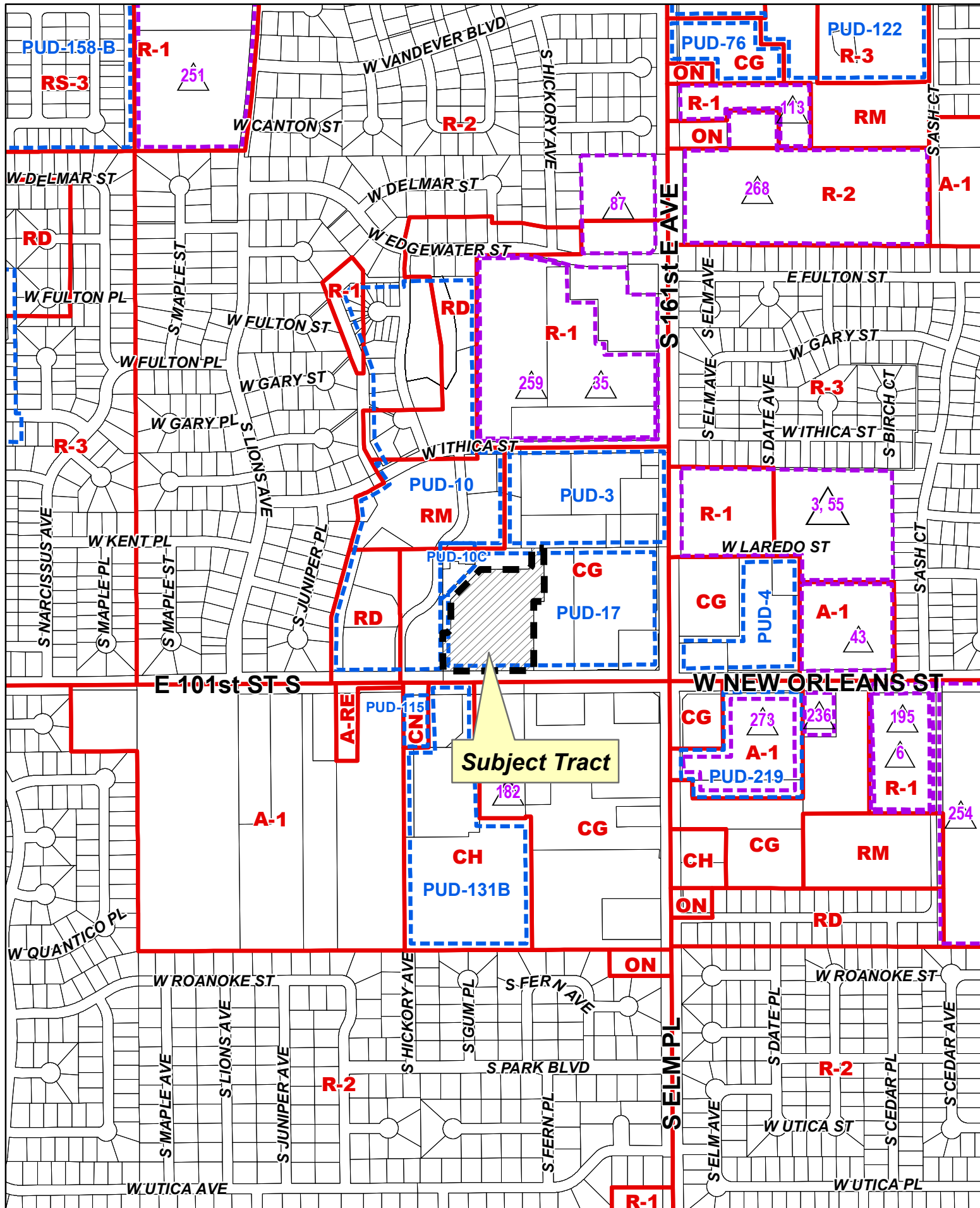
Recommendation:

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-17C be approved, subject to the following condition of approval.

1. Obtain all applicable licenses and permits.

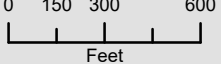
Reviewed and Approved By: Larry R. Curtis

JMW



Subject Tract

PUD-17C



22 18-14





PUD-17C
Vandever Acres Center Amendment

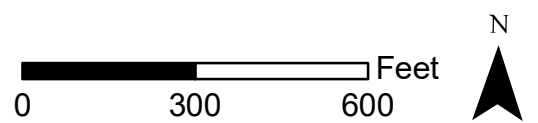


Exhibit "A"

Applicant requests a Major Amendment to PUD 17 to add Medical Marijuana Dispensary as a permitted principal use pursuant to Section 6.4.D.10 of the Broken Arrow Zoning Code. Except as set forth below, no other development standards of the PUD will change. This Major Amendment revises the development standards for Lot 3, Block 1 of PUD 17, indicated by the underlined language below, as follows:

1. Within Lot (3), Block One (1) of the Addition, the following development standards and restrictions shall apply:

(a) The principal and accessory uses permitted as a matter of right in the CG (Commercial General District), including Medical Marijuana Dispensary, shall be permitted.

CITY OF BROKEN ARROW

OCT 18 2019

RECEIVED



City of Broken Arrow

Request for Action

File #: 19-1526, **Version:** 1

Broken Arrow City Council
Meeting of: 01-07-2020

Title:

Consideration, discussion and possible approval of PUD-126C (Planned Unit Development Major Amendment), Broken Arrow Plaza, 9.64 acres, CG/PUD-126 (Commercial General), located west of Elm Place (161st E. Ave), north of Tucson Street (121st Street)

Background:

Planned Unit Development (PUD)-126C involves a 9.64-acre parcel located west of Elm Place (161st E. Avenue), north of Tucson Street (121st Street).

With PUD-126C, the applicant is requesting approval of a major amendment to PUD-126 to include Medical Marijuana Dispensary as a permitted use in addition to other principal and accessory uses permitted as a matter of right in the CG (Commercial General) zoning district. When PUD-126 was approved, medical marijuana dispensary was not a permitted use; therefore, an amendment to the PUD is necessary to include the dispensary use as a permitted use.

On September 18, 2018, the City Council adopted Ordinance No. 3542 allowing for retail medical marijuana establishments, commercial marijuana growing facilities, wholesale marijuana facilities, and marijuana storage facilities. The ordinance allows for retail medical marijuana establishments in commercial zoning districts provided that the establishment is not located within one thousand (1,000) feet from any public or private school entrance. The ordinance also outlines the process that an operator must complete in order to obtain the required City of Broken Arrow Medical Marijuana Dispensary permit. Should this PUD major amendment be approved, the business operator will be required to obtain the dispensary permit.

In their meeting of December 5, 2019, the Planning Commission recommended approval (4-0 vote) of PUD-126C per Staff recommendation. Staff had recommended that the business operator obtain all applicable licenses and permits. At this meeting, no one spoke during the Public Hearing session on the item.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case map

Aerial
PUD Amendment Development Standards

Recommendation:

Approve PUD-126C.



City of Broken Arrow

Request for Action

File #: 19-1471, **Version:** 1

**Broken Arrow Planning Commission
12-05-2019**

To: Chairman and Commission Members
From: Development Services Department
Title: Public hearing, consideration, and possible action regarding PUD-126C (Planned Unit Development Major Amendment), Broken Arrow Plaza, 9.64-acres, CG/PUD-126 (Commercial General), located west of Elm Place (S. 161st E. Avenue), north of Tucson Street (121st Street)

Background:

Applicant: Lou Reynolds, Eller & Detrich, P.C.
Owner: Broken Arrow Plaza Associates, LLC
Developer: NA
Engineer: NA
Location: West of Elm Place, north of Tucson Street
Size of Tract 9.64 acres
Present Zoning: CG/PUD-126
Proposed Zoning: CG/PUD-126C
Comp Plan: Level 6

Planned Unit Development (PUD)-126C involves a 9.64-acre parcel located west Elm Place (161st E. Avenue), north of Tucson Street (121st Street). With PUD-126C, applicant is proposing a major amendment to PUD-126 to allow medical marijuana dispensary as a permitted use.

On February 19, 2001, the City Council approved PUD-126 for Waterloo Way, subject to the property being platted. Previous amendments to the PUD involved rezoning Lot 3 to CH (Commercial Heavy) and amending signage for the commercial center. The property was platted as Lot 2 Block 1 Waterloo Way, filed in Tulsa County on August 15, 2002. On March 9, 2006, the Planning Commission approved a lot split (BAL-907) that split a 1.53-acre parcel from Lot 2. On August 26, 2010, the Planning Commission approved a request to split Lot 2 further. Currently, Lot 2 is 9.64 acres.

With PUD-126C, the applicant is requesting approval to include Medical Marijuana Dispensary as a permitted use in addition to other principal and accessory uses permitted as a matter of right in the CG (Commercial General) zoning district. When PUD-126 was approved, medical marijuana dispensary was not a permitted use; therefore, an amendment to the PUD is necessary to include the dispensary use as a permitted use.

On September 18, 2018, the City Council adopted Ordinance No. 3542 allowing for retail medical marijuana establishments, commercial marijuana growing facilities, wholesale marijuana facilities, and marijuana storage

facilities. The ordinance allows for retail medical marijuana establishments in commercial zoning districts provided that the establishment is not located within one thousand (1,000) feet from any public or private school entrance. The ordinance also outlines the process that an operator must complete in order to obtain the required City of Broken Arrow Medical Marijuana Dispensary permit. Should this PUD major amendment be approved, the business operator will be required to obtain the dispensary permit.

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

Location	Development Guide	Zoning	Land Use
North	Level 6	PUD 126/CG	Commercial center, bank
East	Level 6	PUD 126A/CH PUD-126/CG	Car wash Bank
South	Level 4	PUD-199A/CN	Under construction for retail and restaurant
West	Level 3	PUD-220B/RM	Apartments

According to FEMA maps, none of the property is located in a 100-year floodplain area. City services are existing for the site.

The property associated with PUD-126C is designated as Level 4 in the Comprehensive Plan recently adopted by the City Council. The underlying zoning for this property, CG (Commercial General), is considered to be in conformance with the Comprehensive Plan in Level 4, and Medical Marijuana dispensary is a permitted use in the CG zoning district.

Attachments: Case map
Aerial
PUD Amendment Development Standards

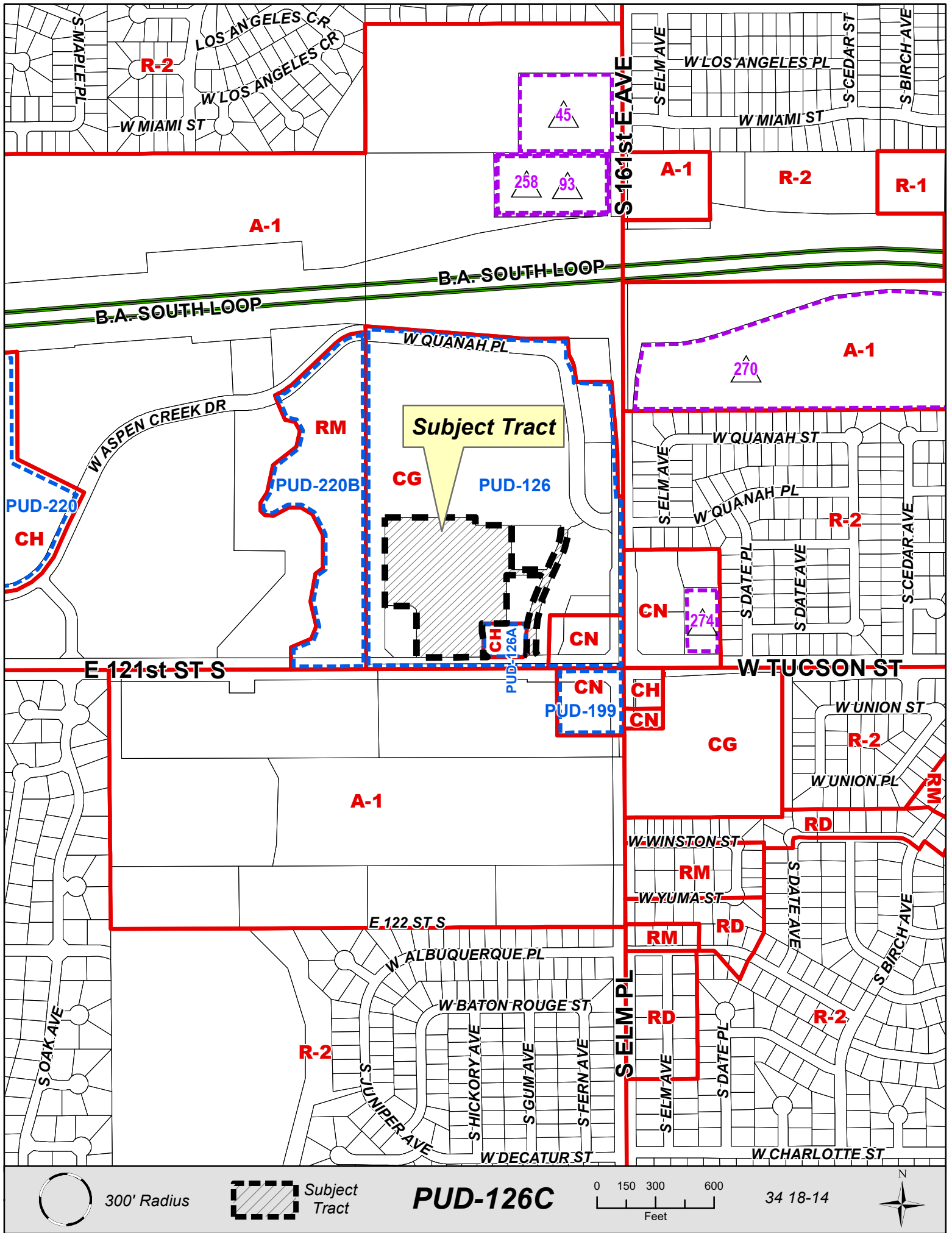
Recommendation:

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-126C be approved, subject to the following condition of approval.

1. Obtain all applicable licenses and permits.

Reviewed and Approved By: Larry R. Curtis

JMW





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

PUD-126C
Broken Arrow Plaza Amendment

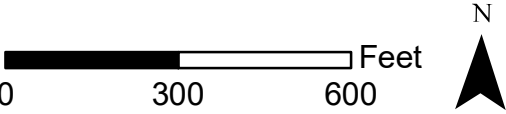


Exhibit "A"

Applicant requests a Major Amendment to PUD 126 to add Medical Marijuana Dispensary as a permitted principal use pursuant to Section 6.4.D.10 of the Broken Arrow Zoning Code. Except as set forth below, no other development standards of the PUD will change. This Major Amendment revises the development standards Lot 2, Block 1 of PUD 126, indicated by the underline language below, as follows:

7.1. USE REGULATIONS – The following use and development regulations and/or limitations shall apply for the development of the Planned Unit Development of Waterloo Way PUD.

7.1.1 The use regulations and development regulations of the CG (Commercial General District) shall apply for the development of Waterloo Way PUD except as otherwise specified herein. The principal and accessory uses permitted as a matter of right in the CG (Commercial General District), including Medical Marijuana Dispensary, shall be permitted.

CITY OF BROKEN ARROW

OCT 18 2019

RECEIVED



City of Broken Arrow

Request for Action

File #: 20-107, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration, discussion and possible approval to survey the public on naming the area of Elm & New Orleans Corridor and to hire a consultant for Branding and Marketing of the Elm & New Orleans Corridor

Background:

The New Orleans and Elm corridor consists of Vandever Acres on the northwest corner, Vandever East on the northeast corner, Broken Arrow Towne Centre on the southwest corner and Janus IV Commercial Development on the southeast corner.

On August 15, 2017, City staff and representatives from the Broken Arrow Economic Development Corporation (BAEDC) recommend that the BAEDC issue a Request for Proposal for a consultant to study the corridor and provide potential options to not only maintain, but possibly improve the economic viability of the area.

On February 18th 2018, City Council approved the professional service agreement with Catalyst Commercial for the study plan. A kick off workshop was conducted on May 31, 2018 with the public. Additional research was performed and a final public meeting was held on June 18th 2019 to share with the public the results of the additional research and what would be the next steps moving forward.

On August 6, 2019, the City Council approved the creation of the Elm and New Orleans Advisory Committee. The Broken Arrow Elm and New Orleans Advisory Committee shall:

- Develop and recommend to the City Council actions that serve to implement the Revitalization and Implementation of the Small Area Plan for Elm and New Orleans including, but not limited to retaining a consultant to attend committee meetings and work with the committee to review the Small Area Plan;
- Make written reports to the City Council of its activities from time to time as the Committee deems advisable or upon City Council request;
- Perform such other duties as may be established by ordinance or assigned by the City Council.

Within the proposed Elm & New Orleans Plan it states the need to develop a specific branding for the Elm and New Orleans District to include website, signage, and way finding to identify Elm and New Orleans as a unique place. At the meeting of January 2, 2019, Elm and New Orleans Advisory Committee asked staff to work with the City Manager's office to submit a survey to the public on the naming of the area at Elm and New Orleans. At the same meeting it was discussed the need for hiring a consultant to do branding and marking of Elm & New Orleans Corridor.

File #: 20-107, Version: 1

Cost: \$0

Funding Source: Source

Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager's Office

Recommendation:

Approve staff to survey the public on naming the area of Elm & New Orleans Corridor and approve the hiring of a consultant for Branding and Marketing of the Elm & New Orleans Corridor.



City of Broken Arrow

Request for Action

File #: 20-83, Version: 1

**Broken Arrow City Council
Meeting of: 01-07-2020**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3618 amending the Zoning Code of the City of Broken Arrow Chapter 5-Development Standards; Section 5.9-Telecommunication Facilities; repealing all ordinances to the contrary; and declaring an emergency

Background:

On May 2, 2017, the City Council amended Section 5.9 of the Zoning Code, titled "Telecommunication Facilities," to include regulation of small cell wireless facilities. The Oklahoma State Legislature then adopted the Oklahoma Small Wireless Facilities Deployment Act which became effective November 1, 2018. Amendments to Section 5.9 of the Zoning Code are proposed in order to: 1) make the code's sections regarding definitions and height limitations consistent with the state statute, and 2) include regulations and procedures which were adopted and permitted in the state statute. In addition, minor changes were made in order to distinguish the regulations applicable to small cell telecommunication towers and the traditional large cell towers.

Cost: \$0

Funding Source: None

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachment: Ordinance No. 3618

Recommendation:

Adopt Ordinance No. 3618 and approve emergency clause

ORDINANCE NO. 3618

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF BROKEN ARROW CHAPTER 5-DEVELOPMENT STANDARDS; SECTION 5.9-TELECOMMUNICATION FACILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY

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

SECTION I. That Broken Arrow Zoning Code Chapter 5-Development Standards, Section 5.9-Telecommunications Facilities, is amended to read as follows:

- A. *Purpose.* The city council finds that telecommunication towers, antennas and other wireless facilities, including supporting structures, present land use concerns that should be dealt with by protecting residential uses, encouraging co-location, minimizing the number of wireless facilities in a manner that does not discourage market access or competition, and preventing or limiting adverse effects on off-site premises. The intent of these provisions is to provide for the continued establishment of new wireless communication providers and the expansion of existing wireless communication services within the city, while simultaneously protecting neighborhoods, all through minimizing adverse visual and operational effects of facilities through careful design, sighting, screening, camouflage, and co-location requirements encouraging creative design and camouflage measures.

- B. *Definitions.*

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by the city, a recognized national code organization, or local amendments to those codes, as well as this Code and all other codes and regulations of the city, state and federal governments.

Applicant means any wireless provider who submits an application.

Application means a request submitted by an applicant (i) for a permit to construct a telecommunication tower or antenna; (ii) for a permit to co-locate an antenna or a small wireless facility; or (iii) to approve the installation or modification of a telecommunication tower, antenna, utility pole or wireless support structure.

Co-locate means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Day means calendar day.

Fee means a one-time charge

Rate means a recurring charge

Small wireless facility and *small cell facility*, mean a wireless facility that meets both of the following criteria: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, and all of its exposed elements could fit within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. Ancillary equipment such as: electric meters, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services are not included in the equipment volume calculation.

Telecommunication tower means a freestanding structure, either guyed or self-supporting, designed to support or capable of supporting wireless facilities. Such term shall not include a utility pole.

Utility pole means a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures or electric transmission structures.

Wireless facility means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment regardless of technological configuration. The term includes small wireless facilities. The term does not include: (a) the structure or improvements on, under or within which the equipment is collocated, or (b) coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means any person or entity, including a person or entity authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures, but that is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider means a provider of wireless services.

Wireless support structure means a freestanding structure, such as a monopole; telecommunication tower, either guyed or self-supporting; billboard; or, other existing or proposed structure designed to support or capable of supporting wireless facilities. Such term shall not include a utility pole.

- C. Additional requirements for *telecommunication towers which exceed* the height limitations of E.5.

1. *Telecommunication towers which exceed the height limitations of E.5 are prohibited without a permit.* No person or entity shall hereafter construct, own, or operate any telecommunication tower which exceeds the height limitations of E.5t above the mean elevation of the ground on which it is built, unless said person has obtained a building permit from the city.
2. *Telecommunication towers on government land.* Telecommunication towers located on property owned, leased, or otherwise controlled by the governing authority of any city, county, public school district, state, or by any agency of the United States of America, will be exempt from the remaining requirements of this section C if in compliance with the remaining provisions of this Code and are no more than 120 feet in height; provided that such exemption will only be available if a commercial lease or license authorizing such telecommunication tower has been approved by the applicable governing body. The telecommunication tower owner shall file a permit application with the city for purposes of keeping a complete record of telecommunication towers within the city and the permit shall be issued administratively. The city council expressly finds that governmental controls through proprietary devices such as a commercial lease are an adequate substitute for governmental control through regulatory devices.
3. *Telecommunication towers of limited height on residential land.*
 - a. No telecommunication tower shall be constructed in excess of 50 feet in height above mean ground elevation on any property actually used for a single-family residential purpose, or any vacant land that is intended for residential use in the comprehensive plan (level 1 and level 2), or that actually has any "R" district classification and use.
 - b. Any telecommunication tower constructed as an accessory use on residentially zoned land that is developed and utilized for institutional purposes shall not be constructed in the front yard or within the minimum side yard requirements for the applicable zoning district. However, a camouflaged telecommunication tower that does not exceed 100 feet may be placed in the front yard if concealment of both the telecommunication tower and the equipment structures are accomplished (e.g., a telecommunication tower disguised as steeple or comparable building element at a site for a place of worship, or a flagpole design at a public school, or an obelisk at other institutions).
4. *Application requirements.*
 - a. Each applicant for a permit to build a telecommunication tower shall provide to the community development department an inventory of all the existing and approved telecommunication towers or permits for other locations that are within one-half mile of the site applied for. The inventory shall include specific information about the location, height, and design of each telecommunication tower.
 - b. If the telecommunication towers within the applicant's inventory have been designed for co-location, a description of the facilities and heights for the possibility of co-location shall be included within the inventory. Copies of the standard co-location lease shall also be provided, with appropriate blanks for physical dimensions and price, but including all standard terms and conditions.

Said inventories and form contracts may be shared with other applicants applying for any approvals under this section; provided that the city does not warrant the accuracy of any such information shared with other applicants.

- c. The applicant for a permit shall also provide the description, identity, and contact for the backhaul network provider who will serve that site.
- d. Applicants for permits involving co-location shall specify in the application the features of the telecommunication tower that adapt it for co-location, such as the number and location of portholes for cables, the proposed ground footprint of multiple equipment sheds and cabinets, and related items.
- e. The application shall also include elevations of all proposed shielding, screening, and the details of materials and color for the facility.
- f. A nonrefundable fee as set forth in the manual of fees. shall accompany each application.

5. *Construction standards.*

- a. The telecommunication tower shall either maintain a galvanized steel finish, or be painted a uniform neutral color (unless color is governed by applicable standards of the Federal Aviation Administration), so as to reduce visual intrusiveness. Cabling shall be contained interior to the structure of the telecommunication tower, or wrapped in a cover with a matching color scheme to the telecommunication tower. The use of camouflage technology so that the telecommunication tower appears to be a part of the primary building on site is also acceptable. The design and maintenance of the equipment, buildings, cabinets, or related structures shall use materials, colors, textures, screening, and landscaping that will blend the telecommunication tower facilities to the natural setting or the built environment of the primary use.
- b. Telecommunication towers shall not be artificially lighted, unless such lighting is required by the Federal Aviation Administration or other applicable authority.
- c. All telecommunication towers and related equipment shall meet or exceed current standards and regulations of the Federal Aviation Administration and the Federal Communications Commission, together with the regulations of any other agency of the federal government with the authority to regulate telecommunication towers and antennas.
- d. Antennas and associated supports, cables, brackets, and related equipment shall not be mounted on any telecommunication tower or other supporting structure by any method of punching, drilling, or other means that may weaken the telecommunication tower or supporting structure.
- e. All telecommunication tower sites shall be served by a driveway from a public street and said driveway shall be paved with an all-weather surface. However, sites in areas of restricted street access may be served by driveways from paved public or private parking lots. The engineering and construction department must approve the size and type of "tin horns" or other drainage structures prior to the start of construction.

- f. All telecommunication towers and all antenna support structures with a height in excess of the height limitations of E.5 but 100 feet or less shall be constructed to support a minimum of two antenna arrays with the cabling interior to or otherwise concealed within the structure. All telecommunication towers that are in excess of 100 feet in height shall be constructed to support a minimum of four antenna arrays with the cabling interior to or otherwise concealed within the structure.
 - g. Construction must otherwise comply with all applicable codes.
 - h. Any information of an engineering nature that the applicant submits to the city, whether civil, electrical, structural or mechanical, shall be certified in writing, by an Oklahoma licensed professional engineer. Such information shall include, but not be limited to, anticipated telecommunication tower height, telecommunication tower type, construction materials, declared wind speed in mph, ice load in inches, anticipated antennas loading for the design, and engineered appurtenance loading.
6. *Maintenance, operation, and removal.* The owner of the telecommunication tower shall ensure that it is maintained in compliance with applicable codes and the applicable standards for telecommunication towers established by the electronic industries association, as amended from time to time, in order to ensure the structural integrity of the telecommunication tower. The failure to maintain structural integrity through compliance with these standards is hereby declared a public nuisance and the telecommunication tower may be abated, including the removal of the telecommunication tower under authority of and in compliance with the city council's powers to declare and abate public nuisances. No antenna may be used which, by design or by actual operation, causes interference on any frequency actually used by any police, fire, or public ambulance service having authority or jurisdiction over any portion of the city.
 7. *Site plan.* Each applicant requesting a permit under this section shall submit a scaled site plan, lighting plan, and scaled elevation view together with other supporting drawings, calculations, and documentation, all signed and sealed by appropriate licensed engineers or other appropriate professionals, showing the location and dimensions of all improvements proposed for the site. This information shall include existing and proposed topographical and planimetric drawings and all significant features that support co-location (e.g. provisions for interior cabling, portholes, the footprint for multiple equipment sheds and cabinets, etc.).
 8. *CG, CH, and industrial districts.* Telecommunication towers are lawful uses permitted administratively when located as accessory uses on any land in industrial zoning districts, or any developed land in CG zoning districts or CH zoning districts that are equal to or larger than two and one-half acres.
 9. *Setbacks.* Such telecommunication towers shall be set back from any existing adjacent residential lot boundary equal to 200 percent of the total height of the telecommunication tower or other supporting structure, shall not exceed 200 feet in height as to industrial property or 120 feet in commercial property, and shall comply with the terms of this section and any future amendment thereto. Such telecommunication towers on commercial property must also use camouflage technology such as flagpoles, obelisks or other approved "stealth" coverings. Such

telecommunication towers on industrial property must meet the front and side yard setback requirements for the subdivisions.

10. *Other industrial land.* The city manager or his designee may approve telecommunication tower construction if the new telecommunication tower to be constructed is within an industrially zoned area, the industrial district is at least ten acres in size, the telecommunication tower location is no closer than 350 feet to a residential structure, and the telecommunication tower is no greater than 100 feet in height.
11. *Council permits for telecommunication towers.* If the telecommunication tower may not be permitted administratively as described above, then no telecommunication tower may be constructed without securing a permit from the city council in accordance with the following:
 - a. Applications for a telecommunication tower permit from the city council shall first obtain a specific use permit from the planning commission in accordance with applicable codes.
 - b. The city council may impose conditions that it, in good faith, believes are reasonably necessary to minimize any adverse effect of the proposed telecommunication tower on adjoining properties, and that foster competition by encouraging multiple uses on co-location structures.
 - c. The city council may require particular evidence or special conditions in the event that it determines the proposal may potentially contaminate water supplies, contaminate surface waters or soil, interfere with drainage, or interfere with the primary use of the public property.
 - d. All sized freestanding telecommunication towers are prohibited in A-1 and RE zoning districts, including areas that are in fact used as agricultural or residential estate areas even though zoned at more intense levels. Telecommunication towers in excess of 100 feet are prohibited in R1, RS-1, R2, RS-2, R3, RS-3, and RS-4 zoning districts. Applicants in such areas shall be required to establish the necessity of the telecommunication tower and all elements of the application by clear and convincing evidence.
 - e. When an applicant for a telecommunication tower permit works with a developer of residential land, and designs a subdivision that uses a flagpole and guard house (or comparable camouflage) as elements within the design of the subdivision entrance or private park reserve, the approval of the final plat shall include the permit for the telecommunication tower at a height not to exceed 80 feet and used as the flagpole, and an equipment cabinet within the guardhouse.
12. *Factors considered for city council approval.* The city council shall consider the following factors in determining whether or not to issue a permit for a telecommunication tower, although council may modify one or more of these criteria if, in the particular circumstances of the application, council concludes that the goals and intent of this section are better served by such modification. Factors to be considered are:

- a. Height of the proposed telecommunication tower;
 - b. Proximity of the telecommunication tower to residential structures and adjacent residential lot boundaries;
 - c. Nature of uses on adjacent and nearby properties;
 - d. Surrounding topography;
 - e. Surrounding tree coverage and foliage;
 - f. Design of the tower, with particular reference to those design characteristics, which have the effect of reducing or eliminating visual obtrusiveness, or providing camouflage;
 - g. Proposed routes of ingress and egress;
 - h. Whether or not the telecommunication tower is constructed so as to be available for co-location in the future; and
 - i. Whether or not there are suitable, existing telecommunication towers or other supporting structures capable of meeting the technological needs of the applicant.
13. *Evidence of capacity.* All evidence relating in any manner that in essence indicates that the application location is needed to improve the capacity of the system and is to address a specific and local geographic problem must be submitted in writing, and signed and sealed by a professional engineer licensed in the state.
14. *Warning sirens.* All applications for new telecommunication towers shall include an examination of the city's emergency warning siren location map. If the new telecommunication tower site is in a location where the emergency warning siren location map indicates that a siren is proposed, then the permit may be conditioned on the granting of permission for the city to place and operate a storm siren warning system on the completed telecommunication tower, at a height to be mutually agreed, but typically between 20 feet and 30 feet above the mean lot elevation, unless such location would create a technical problem for the applicant's system. Costs of the installation and operation of the warning siren shall be solely the responsibility of the city. Applicant shall advise at the time of the application what costs, rental, or other fees will be required for the placement of the warning siren.
15. *Radius report.* If the application is for a telecommunication tower in excess of 200 feet in industrial areas or if in excess of 120 feet in any other zoning district, and council action is required, then the applicant must provide a list of property owners within a 300-foot radius of the perimeter of the lot on which the telecommunication tower is proposed, and the city shall notify the persons on the list by mailing notice of the hearing, all at applicant's expense.
16. *Co-location contracts.* Any applicant who claims that a proposed telecommunication tower will be used for co-location shall provide a form contract, which will be used for co-location for at least five years after construction. The contract shall only have blanks for the name of the lessee, date, location and size of the equipment shed, height of the antenna array and final price.

17. *Effect of existing telecommunication tower availability.* No new telecommunication tower should be permitted by the council unless the applicant demonstrates to the city council's reasonable satisfaction that no existing telecommunication tower or other structure can accommodate the applicant's proposed antenna. Evidence of this unavailability may consist of any of the following:
- a. No existing telecommunication towers or structures are located within the geographic area required to meet applicant's engineering, capacity, or technical requirements;
 - b. Existing telecommunication towers or structures are not of sufficient height or structural strength to meet the applicant's engineering, capacity, or technical requirements;
 - c. Applicant's proposed telecommunication tower antennas would cause electromagnetic interference with existing antennas on existing telecommunication towers or structures, or the existing antennas on the existing telecommunication towers or structures would cause electromagnetic interference with applicant's proposed telecommunication tower antennas;
 - d. The fees, costs, or contractual provisions required by the owner of the existing telecommunication tower in order to share said telecommunication tower structure are unreasonable. (In this regard, eight-year rental costs exceeding the costs of site acquisition and telecommunication tower construction including engineering and design fees, are presumptively unreasonable); and
 - e. The applicant demonstrates that there are other limiting factors that render existing telecommunication towers and structures unsuitable.
18. *Setbacks and security.* All telecommunication towers must be set back a minimum distance of 120 percent of the total height of the tower and structure from any adjacent residential lot boundaries unless a greater setback is required by other provisions of this section. The location of telecommunication towers, guy wires, and accessory facilities shall meet the minimum zoning district setback requirements and shall not be in the front yard of the principal use. Towers shall be enclosed by security fencing not less than eight feet in height together with such appropriate anti-climbing devices as may be best utilized by the type of telecommunication tower involved; provided the council may waive security fencing requirement if other features of the site provide adequate substitute security. Camouflage technology may be used to justify a reduction or elimination of front yard setbacks as to the telecommunication tower.
19. *Screening and landscaping .*
- a. Telecommunication tower facilities shall be visually buffered by a hedge of low-maintenance evergreen plant materials and approved opaque screening materials, which effectively screen the view of the telecommunication tower compound and accessory facilities.
 - b. Existing trees and natural landscape and elevations around the site shall be preserved to the maximum extent possible. Shrub planting materials that are used for screening must be a minimum five-gallon evergreen; the evergreens must be capable of reaching the full height of the fencing materials at full growth. Trees

shall be at least two inches in caliper. Plant materials that die or do not effectively buffer the fencing materials shall be replaced. The landscaping plans shall include provisions for irrigation of all new materials proposed to be planted, or the landscape maintenance shall be bonded by insurance or other surety company licensed to do business in Oklahoma; provided that a single bond in an adequate amount may be used for multiple sites.

- c. The privacy fencing or similar approved opaque screening materials shall be a minimum of eight feet in height; a greater height of fencing shall be used as necessary to screen taller equipment sheds within the compound. Provided that equipment sheds which are adjacent to and camouflaged to resemble a structural element of the primary building on site do not have to be fenced.
 - d. A landscaping plan shall be included with the application and shall include operational information on how the planting materials will be maintained, irrigated, and fertilized.
 - e. Where a new application is made for an existing site at which the landscaping and screening has not been maintained, the issuance of the permit may be conditioned on the completion of the needed corrective action.
20. *Billboards and signs.* No billboards or signs may be added to telecommunication towers.
21. *Five-year permits, notice of use; removal of abandoned telecommunication towers.* Any telecommunication tower that is not actually used as an antenna support for a continuous period of 12 months shall be considered abandoned, and the permit owner(s) for such antenna(s) or telecommunication tower shall remove same at their expense within 90 days of receipt of notice from the city notifying the permit owner of said abandonment. In the event that such a telecommunication tower is not removed, notice of the intent by the city to remove shall be given to the applicant and to the owner of the real estate on which the telecommunication tower is located if different from the applicant. Abandoned telecommunication towers are hereby declared a public nuisance, removable by the city council in accordance with nuisance abatement procedures or through the claims on a posted bond.
22. *Driveway for telecommunication towers.* Any existing telecommunication tower site that lawfully uses an unpaved driveway to access a public street, and which driveway allows the deposit of dirt, gravel or similar material to be deposited on the public streets during rain conditions, shall be considered a public nuisance, and may be abated in accordance with the general ordinances dealing with nuisance abatement.
23. *Permits limited if not built.* A permit for a telecommunication tower shall be valid for no more than one year, unless a valid building permit is issued and construction proceeds diligently.

D. *Antennas.*

- 1. *Administrative approval of permits.* The city manager or his designee may administratively approve the installing of antennas in accordance with the following:

- a. Antennas may be installed on an existing structure other than a telecommunication tower (such as commercial or industrial buildings, billboard, sign, power transmission tower, water tower, or other free standing nonresidential structure) that exceed the height limitations of E.5., if and only if the additional antennas or supports create a new structure with a cumulative height not to exceed 120 feet from the mean ground elevation.
- b. Antennas may be installed on an existing structure other than a telecommunication tower (such as a building, sign, utility pole, water tower, or other free standing, nonresidential structure) that is less than 60 feet in height so long as such addition does not add more than 20 feet to the height of the existing structure.
- c. Antennas may be installed on any existing telecommunication tower or utility pole of any height, so long as the addition of said antennas add no more than 20 feet cumulative to the height of the existing telecommunication tower or utility pole. Any associated equipment building must be located in conformity with the generally applicable setback requirements of the zoning district and appropriately screened or landscaped. Said installation adding 20 feet of height may occur no more than one occurrence per telecommunication tower or utility pole. For equipment compounds that are served by a dirt road or drive, the new equipment owner shall pave at least the first 20 feet of the dirt road or drive that is adjacent to the street.
- d. Antennas may be installed on existing structures on agricultural, residential, or office land through an administrative permit under the following conditions:
 1. On an existing structure other than a telecommunication tower (such as a building, sign, utility pole, water tower, or other free standing, nonresidential structure that is less than 60 feet in height, so long as such addition does not add more than 20 feet to the height of the existing structure;
 2. On an existing telecommunication tower of any height, and further including the placement of additional buildings or other supporting equipment used in connection with said antenna, so long as the addition of said antenna cumulatively adds no more than 20 feet to the height of the existing telecommunication tower and the telecommunication tower remains set back from any existing adjacent residential lot boundary equal to 120 percent of the total new height of the telecommunication tower;
 3. On certain developed public properties, including but not limited to water towers, water treatment plants, sewer treatment facilities, police stations, fire stations, ambulance stations, equipment maintenance facilities, and lighted and enclosed sports facilities such as football stadiums, baseball and softball parks, but not practice facilities at unlighted or unsecured locations that may be temporarily used for sporting events, nor in any open parks or greenbelts;
 4. On the roofs of public high schools, intermediate high schools, middle schools, elementary schools, and office buildings, so long as such addition does not add more than 30 feet to the height of the existing structure; or

5. On an existing billboard located within the limited access highway corridors so long as the total height does not exceed 120 feet; provided that if the support for the billboard lacks sufficient strength for the new height, then the billboard may be removed and adequate support for both structures may be made, and a billboard of the same or smaller size be reinstalled at the former height. Existing billboards that are outside of the limited access highway corridor may be used, so long as the addition adds no more than 20 feet to the height of the billboard; for purposes of this section, the limited access highway corridors shall be defined as the Broken Arrow Expressway within Tulsa County, the Creek Turnpike, the Muskogee Turnpike and any land within 150 feet on either side, but said definition shall exclude State Highway 51 in Wagoner County and all spurs or older routings.
2. *Temporary antennas.* Temporary antennas shall only be allowed in the following instances:
 - a. In conjunction with a festival, carnival, or other activity requiring a special event permit from the city; and the antennas shall only be allowed commencing from one week prior to the event and be removed one week after the event; or
 - b. In conjunction with a natural calamity such as a storm or other emergency as declared by the city's police or fire departments, which calamity has damaged or destroyed the regular facilities, and the temporary facilities are needed to restore service until the damage can be repaired or replaced. The facility owner or the service provider shall notify the city within 24 hours of the outage, and must receive an administrative permit if the temporary facility will be required for more than seven days. Further, any temporary facilities that remain in place for in excess of six months must receive a permit from the city council for the period in excess of six months.
 3. *Screening and landscaping.* Landscaping and fencing requirements on existing telecommunication towers and equipment facilities must be properly maintained prior to the administrative permit being issued by the city manager or his designee director, but new or additional requirements shall not be added for purposes of collocation.
- E. *Small wireless facilities.*
1. *Permitted use.* Co-location of a small wireless facility or a new or modified utility pole or wireless support structure for the co-location of a small cell facility shall be a permitted use subject to the following provisions of this section E.
 2. *Permit required.* No person or entity shall place a small wireless facility in the right-of-way without first filing a small wireless facility application and obtaining a permit.
 3. *Application requirements.* The small wireless facility permit application shall be made by the wireless provider or its duly authorized representative and shall contain the following:
 - a. The applicant's name, address, telephone number, and e-mail address;
 - b. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.

- c. A general description of the proposed work and the purposes and intent of the small wireless facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
 - d. Construction and engineering drawings stamped by a professional engineer registered in Oklahoma and information demonstrating the small wireless facility or new or modified utility pole or wireless support structure complies with all requirements of Title 11 Oklahoma Statute Section 36-504, D;
 - e. An engineering analysis demonstrating compliance with the applicable standards and codes and a description of any recommended make-ready work.
 - f. A small wireless facility shall comply with all applicable codes.
 - g. Any amendment to information contained in a permit application shall be submitted in writing to the city within 30 days after the change necessitating the amendment.
4. *Processing of permit; time limits.* As found in FCC Final Rule Part 1, Subpart U, Section 1.6003 (d), city staff shall review for completeness any permit application to deploy small wireless facilities, and shall notify the applicant on or before the tenth (10th) day after submission if the application is materially incomplete, and shall clearly and specifically identify the missing document or information, and the specific rule or regulation requiring such document or information. The ten-day limit (above) shall restart at zero on the date on which the applicant submits all the documents and information identified by city staff to render the application complete. An application shall be processed on a nondiscriminatory basis and deemed approved if the city fails to approve or deny the application within seventy-five (75) days of receipt of the application. Upon issuance of a city permit, a small wireless provider shall install its facilities and commence operation within one (1) year, as explained in Title 11 Oklahoma Statute Section 36-504, D., paragraphs 5 and 11.
5. *Rescission after approval.* The city reserves the right to rescind a duly issued permit, and/or order relocation of a small wireless facility or structure at the sole expense of the provider for any reason listed for denial of a permit in Title 11 Oklahoma Statute Section 36-504, D, or if other unforeseen conditions occur which affect public safety or city operations. The city shall give reasonable notice to a provider of any such rescission or order.
6. *Routine maintenance and replacement.* An application shall not be required for: (i) routine maintenance; and (ii) the replacement of a small wireless facility with another small wireless facility that is substantially similar or smaller in size, weight, and height.
7. *Placement of small wireless facilities.*
- a. Small wireless facilities, and new or modified utility poles and wireless support structures for the co-location of small wireless facilities may be placed in the right-of-way as a permitted use subject to the following requirements:

- i. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of i) ten (10) feet in height above the tallest existing utility pole located within five hundred (500) feet of the new pole in the same right-of-way; or ii) fifty (50) feet above ground level.
 - ii. New small wireless facilities in the right-of-way may not extend more than ten (10) feet above an existing utility pole or, for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under this section.
 - iii. Placement of small wireless facilities, wireless support structures and utility poles in designated historic districts shall comply with Title 11 Oklahoma Statutes 36-503.
 - b. Small wireless facilities may be placed on property owned, leased, or otherwise controlled by the city pursuant to a commercial lease approved by the city council.
8. *Small wireless facilities standards.*
- a. All small wireless facilities affixed to a utility pole which has exterior exposure shall be as close to the color of the utility pole as is commercially available to the wireless provider.
 - b. The design and maintenance of all small wireless facilities, cables, wires, appurtenances, and utility poles, shall include the use of materials, colors, textures, screening and landscaping that will blend the small wireless facilities, appurtenances and utility poles to the natural setting or the built environment of the primary use.
9. *Zoning.* Any wireless provider that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this section E, or is proposed to be located on private property zoned exclusively for residential single-family or duplex use shall be subject to applicable zoning requirements and applicable codes.
10. *Relocation or modification of small cell facilities.* Within 90 days following written notice from the city, wireless provider shall, at its own expense, protect, support temporarily or permanently disconnect, remove relocate, change or alter the position of any small wireless facilities within the right-of-way whenever the city has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the right-of-way.
11. *Emergency removal or relocation of facilities.* The city retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the city shall notify the wireless provider and provide the wireless provider an opportunity to move its own

facilities prior to cutting or removing a facility and shall notify the wireless provider after cutting or removing a small wireless facility.

12. *Abandonment of facilities.* Any wireless provider owning a utility pole or wireless support structure located in the city shall remove said utility pole or wireless support structure, and any associated equipment, upon abandonment or discontinuance of use, and shall notify the city of said discontinuance and removal. The city may notify the wireless provider of suspected abandonment, and may demand such removal. If the wireless provider neither removes the utility pole or wireless support structure, nor notifies the city that the utility pole or wireless support structure has not been abandoned, the city may remove the utility pole or wireless support structure, take ownership of the small wireless facility and assess the cost of removal to the provider.
 13. *Repair and restore.* Wireless providers shall repair all damage caused by their activities in the right-of-way, and shall restore the right-of-way to its previous state. If such a provider fails to make such repairs within a reasonable time, the city may perform said repairs and charge the provider the reasonable, documented cost of such repairs.
 14. *Identification on pole or other structure.* Every wireless provider within the city shall identify itself on any pole or other structure used in its small wireless communications business, including said provider's full legal name and emergency contact information. Such identification shall be placed in a conspicuous place on the pole or other structure, in a permanent, all-weather medium and readily visible to the naked eye. Any wireless provider who purchases or leases, or otherwise succeeds to ownership or control of, such a pole or other structure, shall keep said identification accurate and current.
- F. *Duty to indemnify, defend and hold harmless.* Wireless providers shall defend, indemnify and hold harmless the city and its officers, agents and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees resulting from the installation, construction, repair, replacement, operation or maintenance of telecommunication facilities, including small wireless facilities, wireless support structures or utility poles to the extent caused by the provider, its contractors, subcontractors and their officers, employees or agents. The provider shall have no obligation to defend, indemnify or hold harmless the city, its officers, agents or employees against any liabilities or losses due to or caused by the sole negligence of the city or its employees or agents.
- G. *Written decision.* Any decisions to deny an application for the placement, construction, or modification of telecommunication towers for cellular or personal communication service, or specialized radio mobile service shall be conveyed to the applicant in writing, together with the summary of the evidence which supports a denial of the application. A copy of the minutes of the meeting, which contains some of the evidence, may be used in place of or in addition to other summaries. The decision shall further contain the date at which the city council denied the application. The applicant has 30 days after the denial of the application, within which to seek judicial review. Therefore, the city will attempt to give notice in

writing within five business days of the denial of the application, unless the applicant or applicant's representative was present in the meeting at which the denial was announced.

- H. *Proprietary powers reserved.* Nothing in this section concerning the regulation of what is legally permissible or legally forbidden interferes with the proprietary right of the city council to control the property held in the city's name or in the name of any of its trusts as either a corporate owner or as public trustee.

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 the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately, this ____ day of _____, 2020.

MAYOR

ATTEST:

(SEAL) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY