# City of Broken Arrow

**Drainage Advisory Committee** 



# **PROJECT REPORT**

DATE:	September 18, 2020	
NAME	Miriam Bryant, President of Waterford Park II HOA	
ADDRESS / LOCATION	4504 W. Sycamore Avenue	
WATERSHED	Aspen Creek	
ESTIMATE	\$15,000	
CASE NO.	20-004	

# **DESCRIPTION**

Stormwater runoff from the Waterford Park II subdivision is collected in a public storm sewer and conveyed to the drainage way running in a reserve area along the northwest corner of the subdivision. The public storm sewer has eroded away some of the private property. The discharge flow combined with the upstream flow has caused some undercutting of the outfall line. The City desires to armor protect this outfall location in order to better protect the public utility while reducing erosion to the private property.

# BENEFIT

The City will receive a benefit by slowing the water down and protecting the waterway system that serves as an energy dissipater to outfall system and protect the system from undercutting.

# RECOMMENDATION

Staff recommends that the DAC recommends approval expenditure up to \$15,000 of Proposition No. 6 funds for this proposed project.

COMPLETED BY: Kenneth D. Schwal DATE: 19-21-20

# City of Broken Arrow

**Drainage Advisory Committee** 



# **APPLICATION**

DATE:	September 16, 2020
OWNER NAME:	Miriam Bryant, President of the Waterford Park II HOA, Inc.
PHONE NUMBER:	918-645-4879
EMAIL ADDRESS:	titamedic7@gamil.com
OWNER MAILING ADDRESS:	4504 S. Sycamore Avenue, Broken Arrow, OK 74012
ADDRESS OF PROPERTY WITH DRAINAGE PROBLEM:	4504/4508 S. Sycamore, Broken Arrow, OK 74012
LOCATION OF DRAINAGE ISSUE ON PROPERTY:	4504/4508 S. Sycamore, Broken Arrow, OK 74012

# Outfall location of the public storm sewer is located within the Waterford Park HOA property. The stormwater runoff is beginning to erode at and near the outfall. The HOA has worked with the City to devise a solution to better address the erosion that is beginning to occur. Rip rap placed in strategic locations can address the energy being released at this point and better protect both the public utility as well as the private HOA property. The HOA is asking for funding assistance to implement some of these protective measures. Signature: Miriam Bryant, President of Waterford Park II HOA

September 20, 2020

Dear Mr. Schwab,

Per your email dated 9/18/2020 regarding the DAC Application process, you are here by authorized to file a DAC application in the name of Waterford Park II HOA, Inc. per the approval of the current board as listed below. Should you need any further information please feel free to contact me.

Miriam Bryant - President <u>titamedic7@gmail.com</u>

Donna Wallace - Vice President dwallace 16@cox.net

Cathleen Hartigan - Treasurer <u>cr\_hartigan@icloud.com</u>

Thomas Kiley - Secretary tpakiley@gmail.com

Lindsey Ince - Member At Large lindseymyers05@gmail.com/

Sincerely, Miriam Bryant Waterford Park II HOA, Inc - President

# Schwab, Kenneth

From:

Miriam Bryant <titamedic7@gmail.com>

Sent:

Sunday, September 20, 2020 5:22 PM

To:

Schwab, Kenneth

Cc:

Donna Wallace; Cathleen Hartigan; Thomas and Peggy Ann Kiley; Lindsey Ince

Subject:

Re: DAC Application

**Attachments:** 

DAC HOA Approval Letter.pdf

**CAUTION!** This email originated from outside of the City of Broken Arrow network. Do not click links or open attachments unless you recognize the sender and know the content is safe. code rgiad

Mr. Schwab,

Please let me know if this will suffice or if you require something different. I have attached an approval letter signed and dated by Waterford Park II HOA, Inc. board. Your assistance in this matter is greatly appreciated.

Thank you

Sincerely,

Miriam Bryant

Waterford Park II HOA, Inc. - President

On Fri, Sep 18, 2020 at 3:24 PM Schwab, Kenneth < kschwab@brokenarrowok.gov > wrote:

Miriam,

I hope all is well. Staff is preparing an application for the Waterford Park II HOA in order to secure funds to address the outfall issue with the storm sewer line that you first showed me. I simply need you permission to submit the application on behalf of the HOA. It is a pretty straightforward process. We will ask for a specific amount of funds to open up the area a little bit and add some rip rap so the velocity of the water will dissipate and slow down the erosion. If we can install a drop structure, we will. We plan on placing this before the next Committee meeting which is scheduled for the last Monday evening in September.

# Kenneth D. Schwab, P.E., CFM

Assistant City Manager - Operations

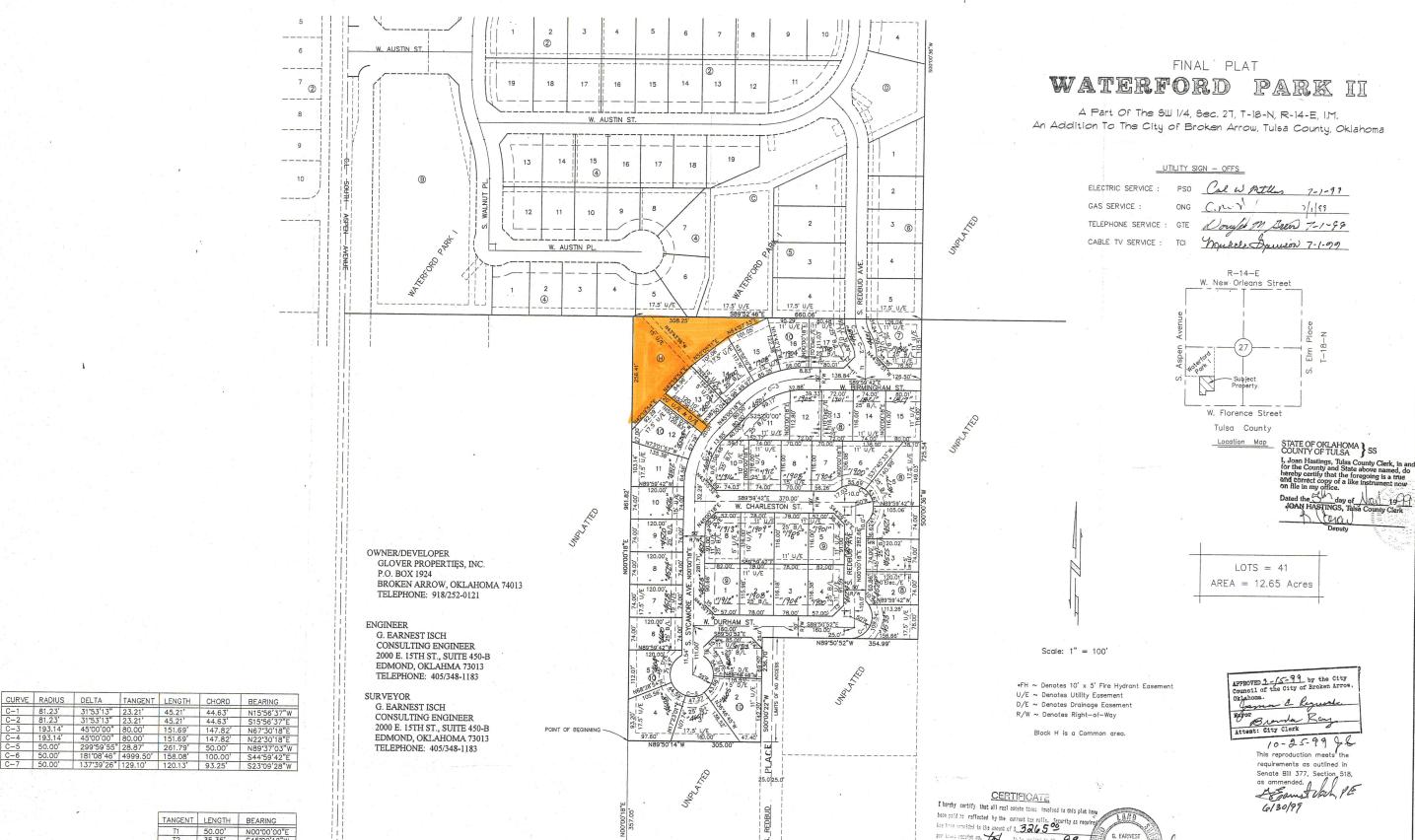
City of Broken Arrow

Phone: 918-259-2400

Ext. 5419 (Administrative) and 5519 (Direct)

Email: kschwab@brokenarrowok.gov





TANGENT LENGTH BEARING

por true receipt no. to be construed as priment to 19 99

This contificate is 807 to be construed as priment of 19 9

taxes in full but is given in order that this plat may be filled on 19\_99 taxes could exceed the amount of the Dated \_/1-5 1399 S89'49'18"E

SHEET 2 OF 2 BENCH MARK G. EARNEST ISCH CONSULTING ENGINEER 2000 E. 15TH STREET - EDMOND - OKLAHOMA 73013 405 - 348 - 1183 Aspen Ave. & W. Florence

Street; Elevation 674.57

FINAL PLAT

WATERFORD PARK II

A. FORMATION OF HOMEOWNERS' ASSOCIATION

# WATERFORD PARK II



SECTION II. HOMEOWNERS' ASSOCIATION

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deat to a lot shall constitute acceptance of member—ship in the Association as of the date of incorporation, or as of the date of recordation of the

The Developer and each subsequent owner of a lot, by acceptance of a deed thereto, is deemed to covenant and agree to pay to the Association assessments in an amount to be established by the Baard of Directors. Such assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

Without limitation of such other powers and rights as the Association may have, The Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Developer, its successors and assigns and all parties claiming under them. The covenants contained in Subsection A, Use of Land, of Section I, are established pursuant to the provisions of the City of Broken Arrow Zaning Code, and shall inure to the benefit of the Section II, and shall inure to the benefit of the Homeowners' Association provided for in Section II, and shall inure to the benefit of the City of Broken Arrow, Oklahoma. The remaining covenants within Section I shall inure only to the benefit of owners of lots within the subdivision, and the Homeowners' Association provided for in Section II. If the undersigned Developer, its successors or assigns, shall violate any of the covenants within Section I, It shall be lawful for any person, personas or entity awning any lot structed within the subdivision, or the Homeowners' Association, or the City of Broken Arrow, as to the violations of the covenants contained in Subsection A of Section I, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages.

These restrictions shall remain in full force and effect until January 1, 2017, and shall auto—matically be continued thereafter for successive periods of ten (10) years, unless terminated or amended as hereinafter provided.

The covenants contained within Subsection A of Section I may be amended or terminated by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successor, and by the owners of more than 75% of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded. The remaining covenants within Section I may be amended or terminated by a written instrument signed and acknowledged by the Developer during such period that the Developer is the record owner of at least ten (10) lots within Waterford Park II, and the provisions of such instrument shall be binding from and offer the date it is properly recorded, or alternatively, the remaining covenants within Section I may be amended or terminated by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded. Notwithstending any provision contained herein to the contrary, express or implied, no changes to these covenants will be allowed before all lots are sold, without the express written consent of the Developer.

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court or other properly constituted authority, shall not invalidate or diffect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force an

SECTION IV. UNDERGROUND PUBLIC UTILITIES

The Developer has formed, or shall cause to be formed, the WATERFORD PARK HOMEOWNERS' ASSOCIATION (Hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including reserve area "H", and enhancing the value, desirability and attractiveness of Waterford Park.

A Part Of The SW 1/4, Sec. 27, T-18-N, R-14-E, I.M. An Addition To The City of Broken Arrow, Tulsa County, Oklahoma

THILSA COUNTY CLERK - DOND HASTINGS RECPT 403:68 11/05/49 12:52:55 ... DOC \* 99730425 PGS t ... SEP 629/705/3 05/3 FEC 25:00

# DEED OF DEDICATION AND RESTRICTIVE COVENANTS

# KNOW ALL MEN BY THESE PRESENTS;

That Glover Properties, Inc., an Oklahoma corporation, being the owner in fee simple of the real estate and premises hereinafter described, "WATERFORD PARK II", situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, more particularly described as follows, to—wit:

A port of the SW 1/4 of Section 27, TIBN, R14E, LM., City of Broken Arrow, Tulsa County, Okidhomo and being more particularly described as follows:

COMMENCING at the SW corner of said Section 27.

THENCE SSW49118\*\* Caleng the South line of said section a distance of 560.00 ft.;

SSW4918\*\* Caleng the South line of said section a distance of 560.00 ft.;

SSW4918\*\* Caleng the South line of said section a distance of 580.00 ft. to the POINT OF SECINNING;

Children of SSW4918\*\* Calence of 387.05 ft.;

SSW5246\*\* Ca distance of 384.99 ft.;

SSW5248\*\* Calence of 235.70 ft.

THENCE

has caused the described real property to be surveyed, staked and platted, and has designated the same as "WATERFORD PARK II", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

Glover Properties, Inc. does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated. No vehicular ingress shall be permitted over, through or across any property or area designated on the attached plot as "LNA" (Limits of No Access).

Glover Properties, Inc. does further dedicate for public use forever, the easements and rights—of —way as shown on the attached plat for the several purposes of constructing, maintaining, —way as shown on the attached plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public "utilities, including storm and operating, repairing, removing lines, electric power lines and transformers, as lines and water sand water sometimes of the purpose of such facilities, including the poles, lines, together with all fittings and equipment for each of such facilities, including the poles, lines, together with giftings and wires, conduits, pipes, valves, meters and all appurtenances thereto, with the right of ingress and egress and all appurtenances thereto, with the right to construct, maintain, operate, lay and relay water and sewer lines together reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, for the furnishing of water and sewer services to the area included in said plat.

Glover Properties, Inc. (hereinafter referred to as "Developer"), being desirous of establishing a uniform system of development of said property and preserving the character thereof as a uniform system of development of said property and establish the following restrictions, 'conditions and protective covenants which shall be and are hereby made for the use and benefit of each and protective covenants which shall be and are hereby made for the use and benefit of each and severy person acquiring the title of any interest in any of the said property and any person accepting conveyance thereof, either directly from it or remotely from any of its grantees, shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all the responsibilities, to—wit:

Glover Properties, inc. does hereby declare that the property platted herewith is subject to, and a part of, a mandatory Horneowners Association comprised of all lot owners within the Waterford Park development and that Block H as shown on the annexed plat of Waterford Park II is a common area to be owned and maintained by said Horneowners Association. Said common area is hereby reserved for drainage and/or utility purposes and for recreational uses as may be determined by the Horneowners Association. The Horneowners Association is charged with the responsibility of maintaining all drainage facilities within said common area.

# SECTION I

- A. USE OF LAND

  1. All lots shall be known and described as residential lots and no structure shall be erected on any residential plot other than one single-family dwelling not to exceed two stories in height. For the purposes of this paragraph, tri-level or multi-level houses are to be considered as two—story structures. All residences must have a private garage, for not fewer than two (2) cars, attached to the residence. Garage interiors must be sealed. Carports are prohibited.
- Reserve areas shall be used for open spaces, pedestrian access and drainage. These
  areas are reserved for subsequent conveyance to the Homeowners Association to be formed as
  hereinafter provided.

hereinafter provided.

B. DESIGN COMMITTEE — PLAN REVIEW

1. No building, fence, woll, or any other type of structure shall be erected, placed or altered on any lat in the subdivision until plans and specifications and plot plan shall have been submitted to and approved in writing by the Design Committee. In passing upon such plans, specifications and plot plan, the Design Committee may take into consideration the suitability specifications and plot plan, the Design Committee may take into consideration the suitability of the architecture and design of the proposed structure, conformity with the restrictions herein set forth, and the effect of the structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the committee within ten (10) days of the submission of such plans, then in such case, plans shall be deemed approved. The members of the Design Committee shall be THOMAS E. GLOVER, LINDA J. GLOVER, JAMES J. CROCKETT, or their duly appointed representatives. Any two (2) members of the Design Committee may grant approval. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Upon the approval of plans for construction on all of the lats in the subdivision, the Design Committee may by a single majority vote, by written assignment, transfer its duties and responsibilities to the Homeowners Association to be formed as hereinafter provided and, thereafter, the foregoing powers and duties shall be exercised by the Board of Directors of the Homeowners Association.

C. FLOOR AREA OF DWELLINGS

1. Living Area: A one-story dwelling shall have at least 2,000 square feet of finished heated living area. Two-story dwellings shall have at least 1,200 square feet of finished heated living area on the first floor and a total of not less 2,300 square feet of finished heated living area on both floors. No dwelling shall exceed 35 feet in height.

2. Computation of Living Area: The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the force of the outside well. Required living area must average at least 7 feet 6 inches in height, scapet that in the computation of the second or upp story living area, the height shall be 7 feet 6 inches for at least one—half of the required living area, and any yerse of less than 5 feet in height shall be excluded.

# SURVEYOR'S CERTIFICATE

I, G. EARNEST ISCH, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the annexed plat of WATERFORD PARK II, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, correctly represents an accurate survey made under my supervision, and that the monuments shown thereon actually exist and are correctly shown.

Framet which G. EARNEST ISCH, R.L.S. #54 D. ROOF PITCH 1. Pitch: The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 3/12.

E. BUILDING MATERIAL REQUIREMENTS

1. Exterior Walls: The exterior walls of the dwelling erected on any lot shall be of at least 75% brick, stone or stucco; provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls, and further, provided that where a part of the exterior wall extending above the interior room calling line due to the construction of a gable-type roof, then that portion of the gable wall extending above the interior room celling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls.

- Foundation or Stem Walls: No poured concrete, concrete block or other foundation or stem well material shall be exposed unless constructed of brick or stone.
- Roofing: The roof of the dwelling erected on any lot shall be wood shingle or composition shingle equal to or exceeding the quality of the composition shingle known as "Heritage II".
   All roofs shall have the color of weathered wood shingle roofing.
- 5, Windows: All windows other than wood will be either anodized or electrostatically painted. Metal window frames will be in color harmony with the exterior color and texture of the residence. No unpainted aluminum will be permitted for window framing. Wood frames will be pointed, sealed or stained.
  - 6. Siding: No steel, aluminum or plastic siding shall be permitted on any building.
- 7. Chimneys: Fireplace chases on the front of any dwelling shall be of brick, stone

# F. COMMERCIAL STRUCTURES

F. COMMERCIAL STRUCTURES

No building or structure shall be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot within the subdivision.

G. LIVESTOCK AND POULTRY PRCHIBITED No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

H. NOXIOUS ACTIVITY
No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or might become an annoyance or nuisance to the neighborhood.

The construction or maintenance of advertising signs or other advertising structures on any lot

- Signs advertising the sole or rental of a property are permitted, provided they do fet not exceed 9 square feet in display surface area.
- 2. During the development period of Waterford Park II, signs, advertising the subdivision or the initial offering of a lot may be located at or near the entrances to Waterford Park II.

No structure or building of any description shall be moved from any other location to any lot within this subdivision. No structure of a temporary nature, trailer, tent, shed, shack, barn or other outbuildings shall be piaced on any lot at any time.

# K. OUTBUILDINGS AND TEMPORARY STRUCTURES

No trailer, tent, shed, garage, barn, outbuilding nor any structure of a temporary nature shall be used for human habitation, temporarily or permanently.

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored on any public street within the subdivision for a continuous period exceeding 24 hours.

No exterior radio or television tower, aerial, antenna or satellite dish shall be located on any lot except, in a particular instance, this prohibition may be waived in writing by the Design

OWNER

STORUM STORY

SEAL

Fences or walls situated upon residential lots shall comply with the following, to-wit:

- No fence or wall shall exceed 6 feet in height. No fence or wall shall be erected or maintained nearer to the interior streets of the subdivision than the building setback lines depicted on the plat.
- 2. All fences or walls shall be of wood, brick, stone, stucco or wrought iron.
- 3. No fence or wall shall be erected on any lot until the specifications and design thereof are approved by the Design Committee.

All mail boxes visible from the street shall be cast aluminum or cast iron, of a design opproved by the Design Committee. Mailbox shall be located so the the front face is located approximately 6 inches behind the face of the curb and 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 Design Committee may waive, in a particular instance, the building material requirements set out in the foregoing, PROVIDED, however, such waiver to be effective must be in writing, dated and signed by a majority of said committee.

OWNER'S NOTARY



SURVEOR

A. UNDERGROUND ELECTRIC AND COMMUNICATIONS FACILITIES



SURVEYOR'S NOTARY

COUNTY OF OKLAHOMA

STATE OF OKLAHOMA

Lawester Menan

1. Overhead pole lines for the supply of electric and communications services may be located in the easement—ways reserved for general utility services and streets along the East and South boundaries of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement—ways. Street light standards shall be served by underground cable and, elsewhere throughout the subdivision, all supply lines shall be located underground, in the easement—ways reserved for general utility services and streets, a shown on the subdivision plat.

Before me, the undersigned, a Notary Public in and for said County and State, on this day of 1992, personally appeared G. EARNEST ISCH, to me known to be the identical person who subscribed the name of the maker thereof and that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL the day and year last above written MY COMMISSION EXPIRES:

December 11, 2000

2. Underground service cables to all houses located in the subdivision may be run from the necrest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each sold lot, provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive easement on said lot, covering a 5 foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

3. The supplier of electric and communications service, through its: proper agents and employees, shall at all times have right of access to all such easement—ways shown on the plot, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric and communications facilities located on his property and shall prevent the alteration of grade or any construction activity which might interfere with said electric and communications facilities. The supplier of electric or communications service shall be responsible for ordinary maintenance of underground electric or communications facilities but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

The foregoing covenants concerning underground communications and electric facilities shall be enforceable by the supplier of electric and communications services, and the owner agrees to be bound thereby.

The suppliers of gas service, through their proper agents and employees shall at all times have right of access to all such easement—ways shown on said plat, or provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by them.

2. The owner of each lot shall be responsible for the protection of the underground gas facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The companies will be responsible for ordinary maintenance of the underground facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of each lot or its agents or contractors.

The foregoing covenants and restrictions concerning underground gas facilities shall be enforceable by the suppliers of said services, and the owner of each lot agrees to be bound hereby.

# C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

Within the depicted utility easement area, if the ground elevations are altered from the
cantours existing upon the completion of the installation of a public water or sewer main, all ground
level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new
giade by the owner or at the owner's expense.

2. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for oxidinary maintenance of public water mains, sanitary sewer mains, and storm sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

3. The City of Broken Arrow, Oklohoma or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this died of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sever facilities.

The foregoing covenants set forth in this paragraph C shall be enforceable by the City n Arrow, Oklahoma, or its successors, and the owner of each lot agrees to be bound hereby

GLOWER PROPERTIES, INC.

By Thomas E. Glover, President

STATE OF OKLAHOMA COUNTY OF TULSA

Before me, the undersigned a Notary Public in and for said County and State, or this 2 day of 1997, personally appeared THOMAS E. GIOVER, president of GLOVER PROPERTIES INC. to me known to be the identical person wis subscribed the name of the maker thereof to the above and foregoing owner's Cirtificate and Dedication as its President 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 said corporation for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL the day and year last above written.

MY COMMISSION EXPIRES: Natalie Glover MY COM 1/04/2000

APPROVED 2-15-99 by the City James C. Reynolds Attest: City Clerk 10-25-9912

> FINAL PLAT WATERFORD PARK II SHEET 1 OF 2

> > G. FARNEST ISCH CONSULTING ENGINEER

2000 E, 15TH STREET - EDMOND - OKLAHOMA 73013 405 - 348 - 1183.







