

**AMENDED  
BROKEN ARROW CITY COUNCIL  
AGENDA  
COUNCIL CHAMBERS  
220 SOUTH FIRST STREET  
BROKEN ARROW, OKLAHOMA 74012  
August 7, 2012**

**6:30 PM**

- 1. Call to Order**
- 2. Invocation**
- 3. Roll Call**
- 4. Pledge of Allegiance to the Flag**
- 5. Consideration of Consent Agenda**
  - A. Approval of the meeting minutes of July 17, 2012
  - B. Approval of and authorization to execute Budget Amendment Number 2 for Fiscal Year 2012-2013
  - C. Approval of Community Development Block Grant ("CDBG") FY2012 Social Services Funding and Authorization to Execute Corresponding Social Services Contracts
  - D. Approval of and authorization to execute an Inter-local Agreement between the City of Broken Arrow and the Union School District for provision of one School Resource Officer
  - E. Receive update for Arrowhead Park Softball Complex Expansion Site Plan
  - F. Approval of and authorization to execute a services contract between the City of Broken Arrow and Broken Arrow Seniors, Inc. to provide educational, recreational, social and nutritional programs for senior citizens in the city of Broken Arrow
  - G. Approval of and authorization to execute a Use Agreement between the City of Broken Arrow and the Broken Arrow Historical Society for use of the Broken Arrow Historical Museum located at 400 South Main Street
  - H. Approval of and authorization to execute a Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Football Association for use of the Nienhuis Park football fields for their youth football program
  - I. Approval and authorization to execute the City of Broken Arrow Golf Course Management Agreement Renewal
  - J. Approval of and authorization to execute a Gas Facilities Relocation Agreement with ONG for Aspen Avenue Widening from Tucson to Florence
  - K. Approval to declare a City owned motorcycle as surplus and authorize the unit to be disposed as scrap
  - L. Approval to declare the abandoned Reserve Center furniture surplus and authorize the disposal of those items under a renovation contract.

- M. Approval of extended construction work hours at the water plant for the Water Supply Improvements, Contract #075036
- N. Notification of Contracts, Change Orders, Quantity Changes and Work Orders with a value of less than \$25,000 on Engineering and Construction Contracts since the last City Council Meeting
- O. Approval of and authorization to execute Major Change Order MQ03 for Elm Place widening from Houston Street to Kenosha Street
- P. Approval of Major Quantity Change Order MQ01 for the "Turnpike" Portion of the Interchange at the Creek Turnpike and Aspen Avenue
- Q. Approval of Quantity Change Order Q01 for the "Aspen Street" Portion of the Interchange at the Creek Turnpike and Aspen Avenue
- R. Approval of bids received, award the lowest and best bid, and approval of and authorization to execute a construction contract with CEI, Incorporated, for Central Park Restroom
- S. Approval of BAZ 1880, 11.83 acres, R-1, R-3, and SP 3 and 55 to ON, one-quarter mile north of New Orleans Street (101st Street), east of Elm Place (161st E. Avenue)
- T. Approval of PT12-105, conditional final plat of Granite Works, 1 lot, 0.51 acres, CH/PUD 215, one-half mile north of Houston Street (81st Street), east of Elm Place (161st East Avenue)
- U. Acceptance of a General Warranty Deed given by Billy Don Lepp and Charlotte Sue Lepp, husband and wife
- V. Acceptance of a Utility Easement and Deed of Dedication located in a tract of land belonging to Jeffrey and Robyn Havener, of Wagoner County, located approximately one half mile north of Tucson Street (121st Street South) and east of 23rd Street (193rd East Avenue), Broken Arrow (NW/4 Section 31, T18N, R15E) ( )
- W. Acceptance of a Utility Easement located approximately 815 feet north and 24.75 feet east of South 161st East Avenue (Elm Place) and east 51st Street (Omaha Street) intersection from Trinity Creek Properties, Inc., (Sec 26 T19N R14E)(Project #WL 1201)(Tulsa Waterline Connection)
- X. Acceptance of a Utility Easement located on a tract of land belonging to Indian Springs Baptist Church, located approximately one quarter mile north of Jasper Street (131st Street South) and just east of Elm Place (161st East Avenue)Broken Arrow (SW/4 S2 T17N R14E)
- Y. Acceptance of two Utility Easements located on a tract of land belonging to Broken Arrow Public Schools, located approximately one half mile west of 23rd Street (193rd East Avenue) and one quarter mile south of Albany Street (61st Street South) Broken Arrow (NE/4 S1 T18N R14E)
- Z. Acceptance of two Utility Easements located on a tract of land belonging to Jerry Ferguson, located just north of Kenosha Street (71st Street) and one quarter mile east of Elm Place (161st Street)Broken Arrow (SE/4 S2 T18N R14E)

AA. Approval of Claims List

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

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

A. None

**8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services**

**9. General Council Business**

- A. Consideration, discussion and possible approval of general obligation projects for the next sale of bonds, the anticipated cost of which is \$12,000,000
- B. Consideration, possible approval of and authorization to execute a First Amendment to an Economic Development Agreement between Broken Arrow Economic Development Authority, the City of Broken Arrow, and FlightSafety International, Inc. The Economic Development Agreement being amended was executed on May 26, 2010, pursuant to Broken Arrow Resolution Numbers 650 and 651.
- C. Consideration, possible approval of and authorization to execute a First Amendment to a Lease Agreement between the City of Broken Arrow the Broken Arrow Economic Development Authority. The Lease Agreement being amended was executed on May 26, 2010, pursuant to Broken Arrow Resolution Numbers 650 and 651.
- D. Consideration of bids received, award of the lowest and best bid to Helterbrand Builders, LLC, and authorization to execute a construction contract with Helterbrand Builders, LLC, for the Public Safety Complex
- E. Consideration and possible approval of appointment of Councilor Jill Norman to represent the City of Broken Arrow as a Trustee on the Metropolitan Environmental Trust (M.e.t.)

**10. City Manager's Report**

A. None

**11. Preview Ordinances**

- A. Consideration and possible approval of an Ordinance, not to be codified, hereby acknowledging the Arrow Acres Assessment District, Referring to the Assessment Roll as Confirmed, Providing for payment, Levying assessments in accordance with the Roll and declaring liens; and repealing all ordinances to the contrary
- B. Consideration, discussion and possible action on an ordinance amending Chapter 7, In General, Article I, Section 7-2 of the Broken Arrow Code, License tax for itinerant merchants; and Chapter 7, Article I, In General, Section 7-3, Door-to-door solicitation; restrictions, registration, penalties; repealing all ordinances to the contrary; and declaring an emergency.
- C. Consideration, discussion and possible action on an ordinance amending Chapter 23, Article I, Section 23-38 of the Broken Arrow Code to add Window Tinting; repealing all ordinances to the contrary; and declaring an emergency
- D. An ordinance amending Chapter 6, Article II, by revising Section 6-22 Local registration of general contractors; Chapter 6, Article III.5, Section 6-36 Adopted; conflict with other regulations; Chapter 6, Article XI, Section 6-301 Permit fees; and Chapter 6, Article XI, Section 6-302 Building permit application fees (residential and commercial) of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency

- E. An ordinance amending Chapter 10, Article I, by revising Section 10-1(a), (c) Life Safety Code, Section 10-2(10) Fire Protection Standards, Section 10-2.2(g) Multifamily with sprinkler system, Chapter 10, Article II, by revising Section 10-20(a) Powers and duties of Fire Chief, Sections 10-21-25 Placed in reserve, Section 10-27 Specialized Services; updating (a) Plan review: adding subsection (c) Fire Suppression and Fire Alarm Contractor Registration; adding subsection (d) Permit Required; adding subsection (e) Required Inspections. Chapter 10, Article III Section 10-51.C.2 Permits; repealing all ordinances to the contrary; and declaring an emergency

**12. Ordinances**

- A. None

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

- 14. Executive Session for the purpose of confidential communications between the City Council, the Acting City Manager, and the City Attorney, and possible action in open session regarding pending litigation and offers of settlement and taking appropriate action in open session in Roger and Genie Tilley v City of Broken Arrow, Oklahoma, Wagoner County District Court Case Number CJ-2011-266, under 25 O.S. §307(B)(4). In the opinion of the City Attorney, the Council is advised that disclosure will seriously impair the ability of the public body to process the pending litigation in the public interest. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote**

**15. Adjournment**

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

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

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

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

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

**BROKEN ARROW CITY COUNCIL MINUTES  
COUNCIL CHAMBERS  
220 SOUTH FIRST STREET  
BROKEN ARROW, OKLAHOMA 74012  
July 17, 2012**

**1. Call to Order**

**Section Minutes:** Mayor Craig Thurmond called the meeting to order at the noted time of 6:30 p.m.

**2. Invocation**

**Section Minutes:** Chaplain Richard Manganero delivered the Invocation.

**3. Roll Call**

|                 |   |
|-----------------|---|
| <b>Present:</b> | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond |
| <b>Absent:</b>  | None  |

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

**Section Minutes:** Councilor Norman led the Pledge of Allegiance to the Flag.

**5. Consideration of Consent Agenda**

**Section Minutes:** Mayor Thurmond stated that Items 5G and 5K had to be removed from the Consent Agenda. Councilor Norman asked to pull Items 5E and 5F. The Mayor asked for a motion to approve the Consent Agenda.

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|-------------------|---|
| <b>Motion:</b>    | <b>Move to approve the Consent Agenda excluding Items 5E, 5F, 5G and 5K</b> |
| <b>Motion by:</b> | Richard Carter  |
| <b>Second by:</b> | Mike Lester   |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond     |
| <b>Nays:</b>      | None  |

- A. Approval of the meeting minutes of July 3, 2012
- B. Approval of and authorization to execute Budget Amendment Number 1 for Fiscal Year 2012-2013
- C. Approval of State and Local High Intensity Drug Trafficking Area (HIDTA) Program Task Force Agreement for FY 2012 - 2013
- D. Approval of and authorization to execute a contract for professional services between the City of Broken Arrow and Family and Children's Services to provide a Violence Response Program for Broken Arrow in Fiscal Year 2012-2013
- E. Approval of and authorization to execute a contract for services between the City of Broken Arrow and Youth Services of Tulsa, Inc. for programming for at-risk youth in the City of Broken Arrow
- F. Approval of and authorization to execute a professional services Agreement between the City of Broken Arrow and Youth Services of Tulsa County, Inc. for provision of counseling services and crisis intervention for Broken Arrow Youth for FY 2012 - 2013
- G. Consideration and possible approval to execute the First Amendment to Tower and Ground Space Lease between the City of Broken Arrow and United States Cellular (USCOC) of Greater Oklahoma, LLC, successor in interest to United States Cellular Telephone Company to allow adding antennae
- H. Approval of bids received, award the lowest and best bid to APAC-Central, Inc., and approve and authorize execution of a construction contract for School Creek and Kenosha Street Box Culvert Improvements (Schedule A) and Kenosha Street: Creek Turnpike to Oneta Road Mill and Overlay (Schedule B)

- I. Approval of bids received and award the lowest and most advantageous bid to May Avenue Ford LLC DBA David Stanley for the purchase of a 2013 Ford Expedition for the Broken Arrow Fire Department
- J. Notification of Contracts, Change Orders, Quantity Changes and Work Order with a value of less than \$25,000 on Engineering and Construction Contracts since the last City Council Meeting
- K. Approval of BACP 125, 36.0 acres, 1 lot, Levels 3 and 4 to Level 2, northeast corner of Florence Street (111th Street) and Mingo Road (97th E. Avenue)
- L. Approval of Claims List

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

**5E.** Approval of and authorization to execute a contract for services between the City of Broken Arrow and Youth Services of Tulsa, Inc. for programming for at-risk youth in the City of Broken Arrow

**5F.** Approval of and authorization to execute a professional services Agreement between the City of Broken Arrow and Youth Services of Tulsa County, Inc. for provision of counseling services and crisis intervention for Broken Arrow Youth for FY 2012 – 2013

Councilor Norman left the room.

**Item Minutes:** Items 5E and 5F were taken together.

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| <b>Motion:</b>    | <b>Move to approve items 5E and 5F</b>                     |
| <b>Motion by:</b> | Richard Carter   |
| <b>Second by:</b> | Mike Lester  |
| <b>Ayes:</b>      | Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond |
| <b>Nays:</b>      | None   |
|                   |  |

Councilor Norman returned to the room. [Item 5K was taken next before Item 5G]

**5K.** Approval of BACP 125, 36.0 acres, 1 lot, Levels 3 and 4 to Level 2, northeast corner of Florence Street (111th Street) and Mingo Road (97th E. Avenue)

Mayor Thurmond left the room.

**Item Minutes:** Vice Mayor Carter asked for a motion regarding Item 5K.

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| <b>Motion:</b>    | <b>Move to approve item 5K</b>                          |
| <b>Motion by:</b> | Richard Carter  |
| <b>Second by:</b> | Jill Norman   |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter |
| <b>Nays:</b>      | None  |
|                   |   |

Mayor Thurmond returned to the room.

**5G.** Consideration and possible approval to execute the First Amendment to Tower and Ground Space Lease between the City of Broken Arrow and United States Cellular (USCOC) of Greater Oklahoma, LLC, successor in interest to United States Cellular Telephone Company to allow adding antennae

**Item Minutes:** Mayor Thurmond stated that Item 5G needed to be tabled and asked for a motion.

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| <b>Motion:</b>    | <b>Move to table item 5G</b>  |
| <b>Motion by:</b> | Richard Carter  |
| <b>Second by:</b> | Jill Norman   |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond |
| <b>Nays:</b>      | None  |
|                   |   |

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

There were no items to present

**8. Citizens’ Opportunity to Address the Council on General Topics Related to City Business or Services**

Mr. Wilburn Killingsworth requested that the City Clerk read his statement aloud on his behalf. The City Clerk read the statement which expressed concern regarding fireworks permits sold by the City to allow fireworks within the City limit for the Fourth of July. Mr. Killingsworth’s statement expressed concern that fireworks were a fire hazard in neighborhoods and stated that people were setting off illegal fireworks such as rockets which land on rooftops, cars and lawns. In his statement, Mr. Killingsworth stated that the City of Broken Arrow did not have authority to give another person the right to transfer their debris and a fire hazard to their neighbor’s property; and, that just one family could lose more in value from the damage caused by fireworks than any amount of revenue the City receives. In his prepared remarks, Mr. Killingsworth stated that other cities and states recognized the hazards of fireworks and had ceased to authorize the use of fireworks. Mr. Killingsworth recommended in his statement that only firecrackers should be allowed if the City continues to issue permits and that there should be nothing allowed that is airborne.

Mayor Thurmond stated that he appreciated the comments but there could be no discussion nor could any action could be taken because the item was not on the Agenda. Mayor Thurmond pointed out that fireworks were allowed because they were approved by a vote of the people

Mr. Jonathan Bergman addressed the City Council on behalf of his father, Mr. Mike Bergman, who was unable to attend the meeting. Mr. Bergman stated that there was a conflict of interest on the part of Councilor Norman because she was both a Council member and a member of BACANG (‘Broken Arrow Citizens Against Neighborhood Gambling’). He stated that Councilor Norman should be one or the other – a member of BACANG or a Council member. Mr. Bergman added that Councilor Norman is not a Councilor representing BACANG but that she is a Councilor representing citizens of Broken Arrow. He added that his concerns were based on the racist comments made by BACANG members and their disrespect shown to Native Americans.

Mr. Jarod Cawley addressed Council stating that he thanked the City Council for their support in opposing the casino even if their personal views differed, and he thanked the pro-casino group for speaking and being involved in the debate. Mr. Cawley stated that 10,000 people who signed the petition against the casino could not be judged by the actions of a few, and he added that the anti-casino group also had members who threatened and bullied. Mr. Cawley urged that everyone act responsibly and that all groups should be able to engage in a public debate based on facts and not personal attacks, and that everyone should be able to express their opinions without being intimidated or threatened.

**9. General Council Business**

- A. Consideration, Discussion and Possible Action on Planning Commission's Recommendation to Deny BACP 124, 5.93 acres, 1 lot, Level 4 to Level 6, south and east of the southeast corner of Elm Place (161st East Avenue) and New Orleans Street (101st Street)

**Item Minutes:** Acting City Manager, Mr. Russell Gale stated that the applicant for this project advised City staff that they intend to reconfigure the project and, as a result, City staff recommended that this item be referred back to the Planning Commission for consideration. Councilor Norman asked if the developers are appealing the Planning Commission decision, and Mr. Gale responded that there was no appeal and that the applicant wanted to reconfigure the project.

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| <b>Motion:</b>    | <b>Move to refer BACP 124 back to the Planning Commission</b>           |
| <b>Motion by:</b> | Johnnie Parks   |
| <b>Second by:</b> | Mike Lester   |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond |
| <b>Nays:</b>      | None  |

- B. Consideration and possible approval of PUD 216 and BAZ 1877, Elm Ridge Crossing, 18.50 acres, A-1 to RM, east of Elm Avenue (161st East Avenue), one-half mile south of Omaha Street (51st Street)

**Item Minutes:** Mr. Farhad Daroga, Planning Department Manager, reviewed the details presented in the Fact Sheet contained in the Agenda Fact Sheet. Mr. Daroga said that initially, there was a proposal for 276 units but after the

applicants re-evaluated the site, they realized that they could construct up to a total of 397 units. Mr. Daroga stated that the applicants now want to build 302 units along with landscaping based on the zoning code. Mayor Thurmond asked if the applicant would like to speak. Mr. Lou Reynolds, attorney for the applicants, stated that the project would be unique apartment complex that would benefit the area, and he proceeded to review some of the plans for the development.

Mayor Thurmond asked if there were any questions for Mr. Reynolds. Council Lester asked about the variance for masonry requirements. Mr. Reynolds stated that the expense of the elevators, the applicant requested the variance for the masonry requirements but that the exterior materials and aesthetics would still be high quality and very attractive. Councilor Norman commented that there needed to be awareness regarding the locations of apartment complexes because these multi-family developments can have an impact on schools which are already exceeding capacity. Mr. Reynolds stated that the majority of the units will be single bedrooms which are typically more suited to individuals without children. He added that the units will be premium luxury apartments with high rent. Councilor Parks asked if the complex would be gated and Mr. Reynolds said it was still undecided but he suspected that it would be.

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| <b>Motion:</b>    | <b>Move to approve PUD 216 and BAZ 1877 as recommended by staff with the list of changes</b> |
| <b>Motion by:</b> | Richard Carter   |
| <b>Second by:</b> | Johnnie Parks  |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond                      |
| <b>Nays:</b>      | None   |

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| <b>Motion:</b>    | <b>Move to direct the applicant to provide copies of the revised documents both electronically and in paper by July 24, 2012</b> |
| <b>Motion by:</b> | Richard Carter   |
| <b>Second by:</b> | Johnnie Parks  |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond  |
| <b>Nays:</b>      | None   |

- C. Consideration and possible approval of PUD 217 and BAZ 1878, The Park at Albany, 15.34 acres, A-1 to RM, east of 23rd Street (County Line Road/193rd E. Avenue), one-quarter mile north of Albany Street (61st Street)

**Item Minutes:** Mr. Daroga reviewed the details presented in the Agenda Fact Sheet. Councilor Parks asked if there would be traffic problems around this area. Mr. Daroga responded that there are no plans to widen County Line Road but that could come up as a future project and that there was undeveloped land in the area that could be used for road improvements in the future.

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| <b>Motion:</b>    | <b>Move to approve PUD 217 and BAZ 1878</b>                             |
| <b>Motion by:</b> | Mike Lester   |
| <b>Second by:</b> | Richard Carter  |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond |
| <b>Nays:</b>      | None  |

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| <b>Motion:</b>    | <b>Move to direct the applicant to submit a revised document by July 24, 2012 that incorporates all the changes requested by the City Council and the Planning Commission</b> |
| <b>Motion by:</b> | Richard Carter  |
| <b>Second by:</b> | Jill Norman   |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond   |
| <b>Nays:</b>      | None  |

- D. Consideration and possible approval of Resolution No. 750, a Resolution authorizing the City Attorney to enter into a Final Journal Entry of Judgment in the Application to Partially Vacate Plat Tract C, "D.S.M. Commercial Addition", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in Plat Cabinet 1-20B in the Wagoner County Clerk's office, Wagoner County Case Number CV-12-63

**Item Minutes:** City Attorney, Ms. Beth Anne Wilkening stated that Council usually sees these actions come before them as ordinances but this time, it was necessary to take action by resolution for various reasons applicable to the

situation. Ms. Wilkening stated that she had already reviewed the journal entry, and that city staff requested First Priority partially vacate this plat prior to submitting its new plat for this property and have no objection to this partial vacation. She added that this property will be re-platted and the City will retain its required easements and right of way.

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| <b>Motion:</b>    | <b>Move to approve Resolution No. 750 and authorize execution</b>       |
| <b>Motion by:</b> | Mike Lester   |
| <b>Second by:</b> | Richard Parks   |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond |
| <b>Nays:</b>      | None  |

**10. City Manager’s Report**

There was no City Manager’s Report.

**11. Preview Ordinances**

A. An ordinance amending Chapter 2, Administration, Article I, Section 2-14 of the Broken Arrow Code pertaining to Absence from board, commission or agency meetings; repealing all ordinances to the contrary; and declaring an emergency

**Item Minutes:** Ms. Wilkening stated that the positions on Boards, Commissions and Authorities are not paid positions and at times, due to members’ job demands or personal issues, there are relevant absences. She stated that she knew Council had concerns about the attendance requirements and she would propose that changes be made to the current ordinance so that Council would have a chance to review absences rather than having the member removed automatically by ordinance. Following a brief discussion, Council agreed that the ordinance should be updated to require that absence must be 75% of meetings held within four consecutive months and that the matter be brought to Council for review before a member was removed from service.

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| <b>Motion:</b>    | <b>Move to set the preview ordinance for adoption with changes at the next Council meeting</b> |
| <b>Motion by:</b> | Jill Norman  |
| <b>Second by:</b> | Mike Lester  |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond                        |
| <b>Nays:</b>      | None   |

**12. Ordinances**

There were no ordinances. No action was required or taken.

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

There were no remarks or inquiries.

**14. Executive Session**

There was no Executive Session. No action was required or taken.

**15. Adjournment**

**Section Minutes:** The meeting adjourned at approximately 7:20 p.m.

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| <b>Motion:</b>    | <b>Move to adjourn</b>  |
| <b>Motion by:</b> | Jill Norman   |
| <b>Second by:</b> | Johnnie Parks   |
| <b>Ayes:</b>      | Johnnie Parks, Jill Norman, Mike Lester, Richard Carter, Craig Thurmond |
| <b>Nays:</b>      | None  |

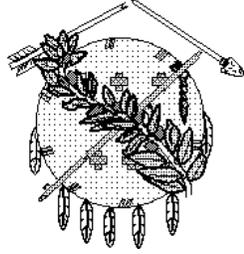
Attest:

\_\_\_\_\_  
Mayor

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

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Finance Department**  
**Subject: Approval of and authorization to execute Budget  
Amendment Number 2 for Fiscal Year 2012-  
2013**

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**Background:** The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget. This amendment is to provide funding for contracts entered into during the previous fiscal year that will be continuing in Fiscal Year 2012-2013 and certain corrections detected after the budget adoption. The City's practice is to liquidate these encumbrances at the end of the previous fiscal year and re-encumber by Council action in the current fiscal year.

**Cost:** None

**Prepared By:** Thomas L. Caldwell, Finance Director/Treasurer

**Reviewed By:** Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Budget Amendment Number 2

**Recommendation:** Approval of and authorization to execute Budget Amendment Number 2 for Fiscal Year 2012-2013

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_  
**VOTE:** \_\_\_\_

**CITY OF BROKEN ARROW  
BUDGET AMENDMENT #2  
FISCAL YEAR 2012-2013**

**CONVENTION & VISITORS BUREAU (027)**

**EXPENDITURES:**

|   |              |                    |        |                      |
|---|--------------|--------------------|--------|----------------------|
| <b>GENERAL GOVERNMENT</b>                     |              |                    |        |                      |
| <b>CAPITAL OUTLAY</b>                         |              |                    |        |                      |
| COMMUNICATION EQUIP.                          | CITY WEBSITE | 027-1700-419.70-18 | 121707 | <u>17,100</u>        |
| <b>TOTAL CONVENTION &amp; VISITORS BUREAU</b> |              |                    |        | <u><u>17,100</u></u> |

**SALES TAX CAPITAL IMPROVEMENT (030)**

**EXPENDITURES:**

|  |  |                    |        |                       |
|--|--|--------------------|--------|-----------------------|
| <b>INFORMATION SERVICES:</b>                   |  |                    |        |                       |
| <b>CAPITAL OUTLAY</b>                          |  |                    |        |                       |
| OFFICE EQUIPMENT                               | TIME & ATTENDANCE                      | 030-1103-419.70-19 | 101104 | 9,600                 |
| OFFICE EQUIPMENT                               | IMAGING                                | 030-1103-419.70-19 | 111108 | 17,400                |
| COMMUNICATION EQUIP.                           | PORTABLE RADIOS                        | 030-1103-419.70-18 | 121103 | 7,600                 |
| COMMUNICATION EQUIP.                           | EXCHANGE 2010                          | 030-1103-419.70-19 | 121104 | 25,000                |
| COMMUNICATION EQUIP.                           | FIBER OPTICS-POLICE/101ST WATER TOWER  | 030-1103-419.70-18 | 121111 | 75,000                |
| COMMUNICATION EQUIP.                           | CITY WEBSITE                           | 030-1103-419.70-18 | 121707 | 12,700                |
| MISC. CAPITAL OUTLAY                           | TOWER LIGHTING                         | 030-1103-419.70-17 | 131127 | 16,500                |
| <b>POLICE</b>                                  |  |                    |        |                       |
| <b>CAPITAL OUTLAY</b>                          |  |                    |        |                       |
| MISC. CAPITAL OUTLAY                           | POLICE INTERCEPTORS                    | 030-3001-421.70-02 | 123007 | 140,000               |
| MISC. CAPITAL OUTLAY                           | AR-15 RIFLES WITH RACKS & ACCESSORIES  | 030-3001-421.70-17 | 123008 | 31,500                |
| MISC. CAPITAL OUTLAY                           | RADARS                                 | 030-3001-421.70-17 | 123012 | 26,000                |
| MISC. CAPITAL OUTLAY                           | REPLACEMENT TACTICAL VESTS SOT         | 030-3001-421.70-17 | 123017 | 3,800                 |
| MISC. CAPITAL OUTLAY                           | BALLISTIC SHIELD                       | 030-3001-421.70-17 | 123020 | 2,200                 |
| <b>FIRE</b>                                    |  |                    |        |                       |
| <b>CAPITAL OUTLAY</b>                          |  |                    |        |                       |
| MISC. CAPITAL OUTLAY                           | SELF-CONTAINED BREATHING APPARATUS (5) | 030-3501-422.70-17 | 123504 | 24,200                |
| MISC. CAPITAL OUTLAY                           | BREATHING AIR COMPRESSOR SYSTEM        | 030-3501-422.70-17 | 123505 | 6,400                 |
| MOTOR VEHICLES                                 | BATALLION CHIEF SUV                    | 030-3501-422.70-02 | 133521 | 35,000                |
| <b>GENERAL SERVICES</b>                        |  |                    |        |                       |
| <b>BUILDING MAINTENANCE</b>                    |  |                    |        |                       |
| <b>CAPITAL OUTLAY</b>                          |  |                    |        |                       |
| CONSTRUCTION                                   | REPLACE SOFFET/PAINT/GUTTER CPCC       | 030-5115-437.70-15 | 125127 | 25,000                |
| <b>STREET:</b>                                 |  |                    |        |                       |
| <b>CAPITAL OUTLAY</b>                          |  |                    |        |                       |
| CONSTRUCTION                                   | ANNUAL OVERLAY PROGRAM                 | 030-5300-431.70-15 | ST1205 | 11,000                |
| MOTOR VEHICLES                                 | MID-SIZE EXCAVATOR                     | 030-5300-431.70-03 | 125308 | <u>141,600</u>        |
| <b>SUBTOTAL SALES TAX CAPITAL IMPROVEMENTS</b> |  |                    |        | <u><u>610,500</u></u> |

**CITY OF BROKEN ARROW  
BUDGET AMENDMENT #2  
FISCAL YEAR 2012-2013**

**SALES TAX CAPITAL IMPROVEMENT - Continued (030)**

**PARKS:**

**CAPITAL OUTLAY**

|                             |   |                           |               |               |
|-----------------------------|---|---------------------------|---------------|---------------|
| <b>CONSTRUCTION</b>         | <b>DRAINAGE PANELS - VARIOUS PLAYGROUNDS</b>        | <b>030-6000-451.70-15</b> | <b>126004</b> | <b>10,900</b> |
| <b>MISC. CAPITAL OUTLAY</b> | <b>WALKING TRAIL/PED. BRIDGE - ASPEN CREEK PARK</b> | <b>030-6000-451.70-17</b> | <b>126008</b> | <b>25,000</b> |
| <b>MISC. CAPITAL OUTLAY</b> | <b>MAIN PLACE NEW SIGN</b>                          | <b>030-6000-451.70-17</b> | <b>126010</b> | <b>20,000</b> |
| <b>MISC. CAPITAL OUTLAY</b> | <b>PAINT MAIN PLACE &amp; PLAYHOUSE EXTERIOS</b>    | <b>030-6000-451.70-17</b> | <b>126016</b> | <b>10,000</b> |
| <b>CONSTRUCTION</b>         | <b>CENTRAL PARK TENNIS COURT REP./MAINT.</b>        | <b>030-6000-451.70-15</b> | <b>126017</b> | <b>8,900</b>  |
| <b>MISC. CAPITAL OUTLAY</b> | <b>ADA AQUATIC CHAIR LIFTS</b>                      | <b>030-6002-451.70-17</b> | <b>126040</b> | <b>13,800</b> |
| <b>CONSTRUCTION</b>         | <b>VALLEY RIDGE TRAILHEAD</b>                       | <b>059-6000-451.70-15</b> | <b>136023</b> | <b>50,000</b> |

|   |                |
|---|----------------|
| <b>SUBTOTAL SALES TAX CAPITAL IMPROVEMENTS</b>          | <b>138,600</b> |
| <b>TOTAL SALES TAX CAPITAL IMPROVEMENT EXPENDITURES</b> | <b>749,100</b> |

**POLICE ENHANCEMENT (031)**

**EXPENDITURES:**

**POLICE**

**CAPITAL OUTLAY**

|                             |                                   |                           |  |              |
|-----------------------------|-----------------------------------|---------------------------|--|--------------|
| <b>MISC. CAPITAL OUTLAY</b> | <b>STREET CRIMES UNIT WEAPONS</b> | <b>031-3001-421.70-17</b> |  | <b>5,500</b> |
|-----------------------------|-----------------------------------|---------------------------|--|--------------|

|                                 |              |
|---------------------------------|--------------|
| <b>TOTAL POLICE ENHANCEMENT</b> | <b>5,500</b> |
|---------------------------------|--------------|

**PARK & RECREATION CAPITAL IMPROVEMENTS (032)**

**EXPENDITURES:**

**PARKS:**

**CAPITAL OUTLAY**

|                     |                                       |                           |               |                |
|---------------------|---------------------------------------|---------------------------|---------------|----------------|
| <b>CONSTRUCTION</b> | <b>ISSC IMPROVEMENTS - IRRIGATION</b> | <b>032-6000-451.70-15</b> | <b>116017</b> | <b>100,000</b> |
| <b>ENGINEERING</b>  | <b>ROSE WEST DOG PARK</b>             | <b>032-6000-451.70-16</b> | <b>126038</b> | <b>3,300</b>   |
| <b>CONSTRUCTION</b> |                                       | <b>032-6102-451.70-15</b> | <b>BC1210</b> | <b>30,000</b>  |

|   |                |
|---|----------------|
| <b>TOTAL PARK &amp; RECREATION CAPITAL IMPROVEMENTS</b> | <b>133,300</b> |
|---|----------------|

**HOUSING & URBAN DEVELOPMENT (035)**

**EXPENDITURES:**

**PARKS**

**CAPITAL OUTLAY**

|                     |                             |                           |               |               |
|---------------------|-----------------------------|---------------------------|---------------|---------------|
| <b>CONSTRUCTION</b> | <b>CENTRAL PARK SHELTER</b> | <b>035-8008-451.70-15</b> | <b>116022</b> | <b>2,600</b>  |
| <b>CONSTRUCTION</b> | <b>CENTRAL PARK BRIDGE</b>  | <b>035-8011-451.70-15</b> | <b>126029</b> | <b>88,600</b> |
| <b>ENGINEERING</b>  | <b>SPORTS COURTS</b>        | <b>035-8011-451.7016</b>  | <b>126036</b> | <b>3,300</b>  |

**STORMWATER**

**CAPITAL OUTLAY**

|                     |                              |                           |               |              |
|---------------------|------------------------------|---------------------------|---------------|--------------|
| <b>CONSTRUCTION</b> | <b>SEILING PARK DRAINAGE</b> | <b>035-8009-438.70-15</b> | <b>SW1103</b> | <b>1,200</b> |
|---------------------|------------------------------|---------------------------|---------------|--------------|

|   |               |
|---|---------------|
| <b>TOTAL PARK &amp; RECREATION CAPITAL IMPROVEMENTS</b> | <b>95,700</b> |
|---|---------------|

**CITY OF BROKEN ARROW  
BUDGET AMENDMENT #2  
FISCAL YEAR 2012-2013**

**E-911 (036)**

**EXPENDITURES:**

|                             |                                |                    |        |                       |
|-----------------------------|--------------------------------|--------------------|--------|-----------------------|
| <b>POLICE</b>               |                                |                    |        |                       |
| <b>CAPITAL OUTLAY</b>       |                                |                    |        |                       |
| <b>MISC. CAPITAL OUTLAY</b> | DISPATCH CENTER WITH EQUIPMENT | 036-3006-421.70-17 | 133022 | <u>500,000</u>        |
| <b>TOTAL E-911</b>          |                                |                    |        | <u><u>500,000</u></u> |

**STREET LIGHT FUND (042)**

**EXPENDITURES:**

|                                |   |                    |        |                       |
|--------------------------------|---|--------------------|--------|-----------------------|
| <b>ELECTRICAL</b>              |   |                    |        |                       |
| <b>CAPITAL OUTLAY</b>          |   |                    |        |                       |
| <b>MISC. CAPITAL OUTLAY</b>    | EXPRESSWAY/STREETS LIGHTING PHASE 1 & 2 | 042-5300-431.70-17 | SL1001 | <u>105,000</u>        |
| <b>TOTAL STREET LIGHT FUND</b> |   |                    |        | <u><u>105,000</u></u> |

**2004 GENERAL OBLIGATION BOND ISSUE FUND (058)**

**EXPENDITURES:**

|   |                         |                    |        |                       |
|---|-------------------------|--------------------|--------|-----------------------|
| <b>FIRE:</b>  |                         |                    |        |                       |
| <b>CAPITAL OUTLAY</b>   |                         |                    |        |                       |
| <b>CONSTRUCTION</b>   | FIRE STATION #2 REBUILD | 058-3501-422.70-16 | 113507 | 804,300               |
| <b>COMM. EQUIPMENT</b>  | NETWORK CONNECTIVITY    | 058-3501-422.70-18 | 123512 | <u>19,200</u>         |
| <b>TOTAL 2004 GENERAL OBLIGATION BOND ISSUE FUND EXPENDITURES</b> |                         |                    |        | <u><u>823,500</u></u> |

**2008 GENERAL OBLIGATION BOND ISSUE FUND (059)**

**EXPENDITURES:**

|  |                                   |                    |        |                         |
|--|-----------------------------------|--------------------|--------|-------------------------|
| <b>PUBLIC SAFETY</b>                               |                                   |                    |        |                         |
| <b>INFORMATION SERVICES</b>                        |                                   |                    |        |                         |
| <b>CAPITAL OUTLAY</b>                              |                                   |                    |        |                         |
|  | LAPTOP SOFTWARE/ACCESSORY         | 059-1103-419.70-18 | 123044 | 5,700                   |
| <b>POLICE</b>                                      |                                   |                    |        |                         |
| <b>CAPITAL OUTLAY</b>                              |                                   |                    |        |                         |
| <b>CONSTRUCTION</b>                                | ANIMAL SHELTER                    | 059-3009-421.70-15 | 093026 | 49,100                  |
| <b>ENGINEERING</b>                                 | ANIMAL SHELTER                    | 059-3009-421.70-16 | 093026 | 47,200                  |
| <b>STREETS</b>                                     |                                   |                    |        |                         |
| <b>CAPITAL OUTLAY</b>                              |                                   |                    |        |                         |
| <b>CONSTRUCTION</b>                                | ELM WIDENING - KENOSHA TO HOUSTON | 059-5300-431.70-15 | ST0510 | 822,500                 |
| <b>ENGINEERING</b>                                 | ELM WIDENING - KENOSHA TO HOUSTON | 059-5300-431.70-16 | ST0510 | 337,700                 |
| <b>ENGINEERING</b>                                 | 37TH STREET - OMAHA TO ALBANY     | 059-5300-431.70-16 | ST1112 | 21,300                  |
| <b>ENGINEERING</b>                                 | OLD TOWN STREETS                  | 059-5300-431.70-16 | ST0916 | 37,600                  |
| <b>STORMWATER</b>                                  |                                   |                    |        |                         |
| <b>CAPITAL OUTLAY</b>                              |                                   |                    |        |                         |
| <b>CONSTRUCTION</b>                                | COVINGTON CREEK DETENTION         | 059-5305-438.70-16 | SW0913 | 6,500                   |
| <b>ENGINEERING</b>                                 |                                   | 059-5305-431.70-16 | SW0914 | <u>7,900</u>            |
| <b>SUBTOTAL 2008 GENERAL OBLIGATION BOND ISSUE</b> |                                   |                    |        | <u><u>1,335,500</u></u> |

**CITY OF BROKEN ARROW  
BUDGET AMENDMENT #2  
FISCAL YEAR 2012-2013**

**2008 GENERAL OBLIGATION BOND ISSUE FUND - Continued (059)**

**PARKS**

**CAPITAL OUTLAY**

|              |                                      |                    |        |              |
|--------------|--------------------------------------|--------------------|--------|--------------|
| CONSTRUCTION | ARROWHEAD SOFTBALL COMPLEX           | 059-6000-451.70-15 | 116013 | 10,600       |
| CONSTRUCTION | NIENHUIS PARK IMPROVEMENTS PHASE III | 059-6000-451.70-15 | 116014 | 4,700        |
| CONSTRUCTION | SOFTBALL/RESTROOM AT CENTRAL PARK    | 059-6000-451.70-15 | 116015 | 142,000      |
| CONSTRUCTION | EVENTS PARK INFRASTRUCTURE           | 059-6000-451.70-15 | 116035 | 122,200      |
| ENGINEERING  | EVENTS PARK INFRASTRUCTURE           | 059-6000-451.70-16 | 116035 | <u>8,900</u> |

|   |                                |
|---|--------------------------------|
| <b>SUBTOTAL 2008 GENERAL OBLIGATION BOND ISSUE</b>                | <b><u>288,400</u></b>          |
| <b>TOTAL 2008 GENERAL OBLIGATION BOND ISSUE FUND EXPENDITURES</b> | <b><u><u>1,623,900</u></u></b> |

**2011 GENERAL OBLIGATION BOND ISSUE FUND (091)**

**EXPENDITURES:**

**GENERAL GOVERNMENT**

**CAPITAL OUTLAY**

|              |                       |                    |        |         |
|--------------|-----------------------|--------------------|--------|---------|
| CONSTRUCTION | PUBLIC SAFETY COMPLEX | 059-3009-421.70-15 | 085201 | 533,000 |
| ENGINEERING  | PUBLIC SAFETY COMPLEX | 059-3009-421.70-16 | 085201 | 48,500  |

**STORMWATER**

**CAPITAL OUTLAY**

|              |                       |                    |        |                |
|--------------|-----------------------|--------------------|--------|----------------|
| CONSTRUCTION | COUNTRY AIRE DRAINAGE | 091-5305-438.70-15 | SW1216 | <u>187,100</u> |
|--------------|-----------------------|--------------------|--------|----------------|

|   |                              |
|---|------------------------------|
| <b>TOTAL 2008 GENERAL OBLIGATION BOND ISSUE FUND EXPENDITURES</b> | <b><u><u>768,600</u></u></b> |
|---|------------------------------|

\_\_\_\_\_  
MAYOR  
ATTEST:

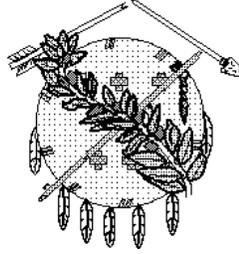
08/07/12  
DATE

\_\_\_\_\_  
CITY CLERK

08/07/12  
DATE

---

**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Finance Department**  
**Subject: Community Development Block Grant (“CDBG”) FY2012  
Social Services Funding**

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**Background:** In the fifth year of its participation in the Tulsa County Community Development Block Grant Urban County, the City of Broken Arrow is receiving \$414,584 as its allocation of funds. This represents a decrease of \$6,941 from the previous year’s allocation due to a decrease in CDBG funding on the national level.

The City may spend up to 15% of its allocation amount to fund social service organizations, as it has in previous years. For program year 2012, the City may allocate \$62,188 of the current year funding for social service programs. This year, balances from previous years Social Services contracts and construction funds will be added to this allocation to provide the amount of \$66,511 for Social Services contracts. In May, applications were solicited from Broken Arrow social service providers. Applications were received from six providers, with funding requests totaling \$66,511. The applications were evaluated based on program eligibility; population served, services to be provided, cost per beneficiary and compliance with grant requirements. The attached applications chart gives a brief synopsis of all the applications received and the recommendations for funding.

**Cost: \$66,511**

**Prepared By: Thomas L. Caldwell, Finance Director/Treasurer**

**Reviewed By: Legal Department**

**Approved By: David L. Wooden, P.E., City Manager**

**Attachments: INCOG Memo, 2012 CDBG Social Services Applications Chart**

**Recommendation:** Approve CDBG FY2012 Social Services Recommendations and Authorize Execution of Social Services Contracts

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**



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MEMORANDUM

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TO: Broken Arrow City Council

FROM: Meagan Vandecar

RE: RECOMMENDED CDBG SOCIAL  
SERVICE FUNDING ALLOCATIONS  
FOR PROGRAM YEAR 2012

DATE: July 24, 2012

**Background:** The City of Broken Arrow will receive \$414,584 as its allocation of funds from the Tulsa County Community Development Block Grant (CDBG) Urban County for Program Year 2012. This represents a decrease of \$6,941 from the FY2011 due to a decrease in CDBG funding on the national level.

The City may spend up to 15% of its entitlement amount to fund social service organizations, as it has for the previous 24 years. For program year 2012, the City will allocate \$66,511 for social service programs.

Applications were solicited from Broken Arrow social services agencies in May. Applications were received from six providers, with funding requests totaling \$66,511. The applications were evaluated based on program eligibility; population served; services to be provided; cost per beneficiary; and compliance with grant requirements. The attached chart gives a brief synopsis of the applications received.

After discussions with City staff as to the needs within the community, the following projects are recommended for funding for Program Year 2012:

|   |                 |
|---|-----------------|
| Broken Arrow Neighbors                    | \$16,756        |
| Child Abuse Network                       | 15,000          |
| Broken Arrow Seniors                      | 12,567          |
| Margaret Hudson Program                   | 11,805          |
| Arrow Springs Elem. After School Tutoring | 5,383           |
| Treetops Outreach                         | 5,000           |
|   | <u>\$66,511</u> |

**Request For Action:** Request that the City Council:

1. Approve the recommended social services awards for Program Year 2012 CDBG funding

## 2012 CDBG SOCIAL SERVICE APPLICATIONS

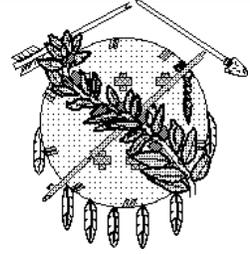
CDBG \$ Available      \$ 66,511  
 Application \$ Requested    \$ 66,511

| Applicant Name   | Funds Requested For  | Years of Funding | # Clients Served 2010* | % L/M | \$ Amt. Funded 2011 | \$ Amt. Requested 2012 | 2012 Funding Recommendation |
|--|--|------------------|------------------------|-------|---------------------|------------------------|-----------------------------|
| BA Neighbors   | Personnel for advocacy & referral services at BAN Outreach office at main location.  | 22               | 135                    | 100%  | \$16,756            | \$16,756               | Fund at <b>\$16,756</b>     |
| BA Seniors   | Partial staff support and operating expenses for Senior Center   | 22               | 11,561                 | 100%  | \$12,567            | \$12,567               | Fund at <b>\$12,567</b>     |
| BA Margaret Hudson                                     | Salary of counselor to implement life skills & support program   | 22               | 61                     | 85%   | \$11,805            | \$11,805               | Fund at <b>\$11,805</b>     |
| Arrow Springs Elementary After School Tutoring Program | Enrichment of math and reading skills of elementary students. Payment of tutors.   | 20               | 24                     | 79%   | \$5,383             | \$5,383                | Fund at <b>\$5,383</b>      |
| BA Neighbors – Treetops Apts.                          | Salary of outreach coordinator for 4 hours per week at Treetops, with services geared toward specific needs of elderly & handicapped.                            | 12               | 1,146                  | 100%  | \$5,000             | \$5,000                | Fund at <b>\$5,000</b>      |
| Child Abuse Network (CAN)                              | Forensic interview for at least 100 Broken Arrow children who were allegedly abused and mental health consultations for non-offending parents of these children. | 4                | 131                    | 100%  | \$15,000            | \$15,000               | Fund at <b>\$15,000</b>     |

\* 2010 Clients Served data most current readily available; program reporting year ends July 31<sup>st</sup>, so numbers for 2011 grant year not calculated yet.

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**Broken Arrow City Council  
Meeting of: 08-07-2012**



**To:** Mayor and City Council  
**From:** Office of the Chief of Police  
**Subject:** Approval of and authorization to execute an Interlocal Agreement between the City of Broken Arrow and the Union School District for provision of one School Resource Officer

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**Background:** Union Public Schools has facilities within the City of Broken Arrow. The City believes that it is in the best interest of the public safety that Union be provided one full-time School Resource Officer (SRO) position. The Schools have agreed to pay the City \$25,000.00 annually upon the assignment of an SRO to Union facilities. In addition to the services of the SRO, the City of Broken Arrow agrees to provide the SRO with a laptop computer which will remain the property of the City. The City also agrees to pay for tuition, travel, per diem and all costs associated with sending the assigned Union SRO to a National Association of School Resource Officers training Conference for the basic N.A.S.R.O. training course.

**Cost:** \$50,000.00 (\$25,000.00 reimbursement by the Union Public School System)

**Prepared By:** Mary E. Bryce, City Clerk

**Reviewed By:** Police Department  
Finance Department  
Legal Department

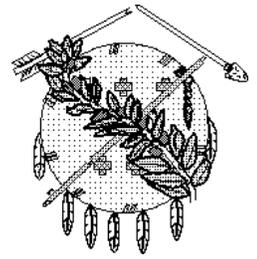
**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** Agreement

**Recommendation:** Approve the Agreement with the Union School District for the provision of one School Resource Officer and authorize execution.

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Office of the Department of Engineering and Construction**  
**Subject: Receive update for Arrowhead Park Softball Complex  
Expansion Site Plan**

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**Background:** Expansion of the Softball Complex at Arrowhead Park to add four additional fields was a 2008 Quality of Life GO Bond project. An agreement with Planning Design Group was initiated in April 2011 to prepare a design for the four additional fields, and the design was completed in May 2012. As designed by Planning Design Group, the additional four fields would be in a side-by-side configuration to the immediate north of the existing fields. The master plan for Arrowhead Park included four additional fields in a 4-plex configuration in the same location, but during the design of the additional fields, it was decided to line the fields up side-to-side. This configuration would make the existing concession and restrooms more accessible to the new fields. It would also preserve the existing pond, minimize the relocation of the walking trail, and minimize encroachment on the approximate flood plain that transects the property from east to west. The proposed design includes compensatory storage in the flood plain to make up for a small amount of filling on the north side of the eastern fields, and planting of 35 Trees as required by the Corps of Engineers for a 404 permit.

A public meeting was held on June 28, 2012 to discuss the expansion plans. Approximately 350 notices were mailed to surrounding property owners, and about 13 people attended the meeting. Most of the comments from surrounding property owners at the meeting were related to inadequate parking for the expansion. A future parking area is shown in the park master plan east of the existing parking lot, but funds are insufficient to build the parking at this time.

The site plan was approved by the Planning Commission on July 12, 2012. City Council approval is not required, so this agenda item is for information only. Plans are to advertise for bids for the additional fields in late August.

**Cost:** None

**Prepared By:** Kenneth D. Schwab, P.E., Engineering & Construction Department Director

**Reviewed By:** Legal Department  
Finance Department  
Parks and Recreation Department

**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** Rendering of Arrowhead Park Softball Complex with additional fields  
Overall Park Plan showing additional future parking

**Recommendation:** No action required.

KDS:tdh

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

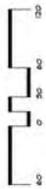
# ARROWHEAD PARK SOFTBALL COMPLEX

BROKEN ARROW, OKLAHOMA

PLANNING DESIGN GROUP

1114 S.W. 10th St., Broken Arrow, Oklahoma 74011  
 Phone: 918.251.1111 • Fax: 918.251.1111 • Email: info@pdg.com  
 November 1, 2011

NOTE: THIS EXHIBIT IS CREATED FOR MASTER PLAN PURPOSES ONLY. AN ENGINEER SURVEYED BASE, HYDROLOGY/FLOOD PLAIN STUDY AND DETAILED CONSTRUCTION PLANS SHALL BE PREPARED PRIOR TO CONSTRUCTION OF ANY ITEMS ILLUSTRATED ON THIS MASTER PLAN.



- ☐ LIGHT SOFTBALL FIELDS
- ☐ WRAP-AROUND SHADED SEATING
- ☐ COVERED DUGOUT
- ☐ GRASS BULLPEN
- ☐ RELOCATED TRAIL
- ☐ PERIMETER FENCING
- ☐ RETAINING WALL
- ☐ FUTURE PARKING LOT
- ☐ FUTURE CONCESSION BUILDING
- ☐ FUTURE CONCESSION PLAZA



STATE: MI COUNTY: WEA  
UNIVERSITY MICROFILMS

PROJECT INFORMATION

PROJECT ADDRESS:

PROJECT NO. 140211

DATE 14.02.11

DRAWN BY

CHECKED BY

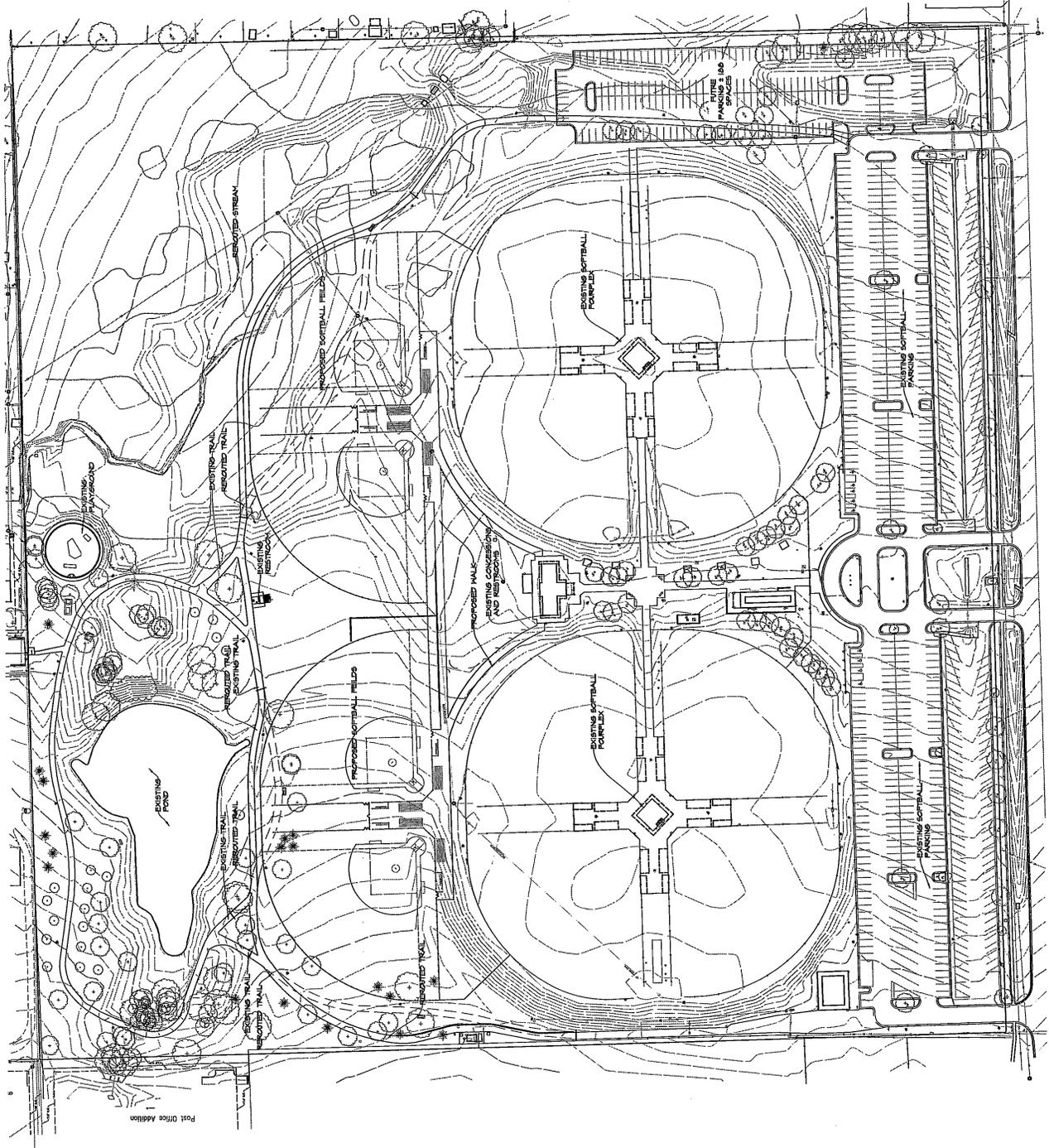
**ARROWHEAD PARK  
SOFTBALL COMPLEX  
BROKEN ARROW, OK**

ISSUE REVISIONS

**ARROWHEAD  
PARK**

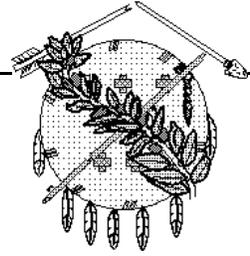
**SP-1**

SITE PLAN



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**Broken Arrow City Council**  
**Meeting of: 08-7-2012**



**To:** Mayor and City Council  
**From:** Office of the Parks and Recreation Department  
**Subject:** Approval of and authorization to execute a services contract between the City of Broken Arrow and Broken Arrow Seniors, Inc. to provide educational, recreational, social and nutritional programs for senior citizens in the city of Broken Arrow

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**Background:** City of Broken Arrow Services Contract with Broken Arrow Seniors, Inc., is an annual contract that is up for renewal. The term of this year's contract is July 1, 2012 and expires June 30, 2013.

The contract provides \$4,674.50 per month or \$56,094.00 per year, which is an increase of \$632.84 per month or \$7,594.08 per year and is budgeted in General Government for FY '13, to Broken Arrow Seniors, Inc. for providing educational, recreational, social and nutritional programs for senior citizens in the city of Broken Arrow. Per the terms of the contract Broken Arrow Seniors, Inc. must employ a full-time person to coordinate its activities on behalf of the City of Broken Arrow.

Broken Arrow Seniors, Inc. has seen an increase in membership as well as in the daily attendance at the Senior Center. The additional funds will be used to help secure a staff member to set up, tear down and clean up for the additional activities. This same staff member will also drive the bus for the additional trips added to accommodate the influx of seniors needing transportation. The funding increase will be half of the funds needed for this position with the remainder coming from the Tulsa Area United Way and other funding sources by the Broken Arrow Seniors, Inc.

**Cost:** \$56,094.00

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

**Reviewed By:** Legal Department  
Finance Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** City of Broken Arrow Services Contract with Broken Arrow Seniors, Inc.

**Recommendation:** Approve the agreement and authorize execution.

**CITY OF BROKEN ARROW SERVICES CONTRACT**  
**BROKEN ARROW SENIORS, INC.**

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Seniors, Inc., a 501c3 organization, (**BASI**). The **City** has determined there is a continuing need for educational, recreational, social and nutritional programs for senior citizens in the **City** area. The **City** further finds that **BASI** is comprised of knowledgeable people having many years experience in this field, whose expertise can supplement the activities of the **City**.

The term of this Agreement commences on **July 1, 2012** and expires **June 30, 2013**. This Agreement does not renew automatically.

The **City** shall pay **BASI** four thousand six hundred seventy four dollars and fifty cents (\$4,674.50) per month for twelve months as compensation for meeting the needs described above. **BASI** agrees to make efforts to expand its activities as the needs of the community and its own resources allow. **BASI** has no authority to make any commitments that bind the **City**.

**BASI** shall employ a full-time person to coordinate its activities on behalf of the **City**. **BASI** shall organize and distribute information, investigate and propose new programs, and coordinate existing efforts as an aid to the Senior citizens within the **City's** community. **BASI** shall provide a comprehensive, centralized program for senior citizens, including but not limited to a nutritional program at 1800 S. Main Street through a third-party user agreement with the Tulsa Senior Nutrition Program.

**BASI** shall furnish the **City** with a copy of an approved financial audit within one hundred and fifty (150) days of the end of **BASI'S** current fiscal year.

**BASI** is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **BASI** or its officers, employees, contractors or representatives for any purpose. **BASI** understands that all persons furnishing services in implementing this Agreement are employees solely of **BASI**, and **BASI** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

As partial consideration for this Agreement, **BASI** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BASI**, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **BASI** activities, or **BASI'S** performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the

terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

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

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

This Agreement shall be subject to termination upon the failure of **BASI** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. The right to terminate this Agreement upon default of **BASI** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **City** from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BASI**.

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

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BASI** shall conform to and abide by all Federal, State and local laws and regulations, including, but not limited to all laws regarding employment of aliens,

and that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

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

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

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

As approved to form:

City of Broken Arrow

*Jessie Myers*  
Assistant City Attorney

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

Russell Gale, Acting City Manager

Attested:

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

Date of Execution:

\_\_\_\_\_

Broken Arrow Seniors, Inc.

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

President

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

Mailing Address (other than the premises address): \_\_\_\_\_

\_\_\_\_\_

State of Oklahoma    )  
                                  ) ss.  
County of Tulsa        )

Before me, a Notary Public, on this \_\_\_\_ day of June 2006, personally appeared \_\_\_\_\_, known to me to be the identical person who executed the within and foregoing instrument, and as President of Broken Arrow Seniors, Inc., acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

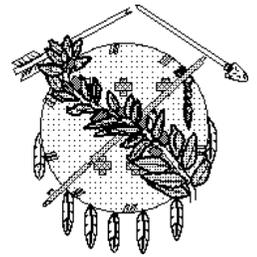
\_\_\_\_\_

\_\_\_\_\_

Notary Public

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Approval of and authorization to execute a Use Agreement between the City of Broken Arrow and the Broken Arrow Historical Society for use of the Broken Arrow Historical Museum located at 400 South Main Street

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**Background:** The attached Use Agreement permits the Broken Arrow Historical Society to use the Broken Arrow Historical Museum located at 400 S. Main St.

The following changes were made to the use agreement:

- I. Term – Expiration date was changed to April 1, 2013
- II. Added a verbiage securing permanent location within the Historical Museum for the Broken Arrow Genealogical Society

**Cost:** None

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

**Reviewed By:** Finance Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Use Agreement

**Recommendation:** Approve the Use Agreement and authorize execution.

SE:cd

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

The Broken Arrow Genealogical Society shall be allowed to maintain their records in the space they currently occupy or in an equivalent space in the Historical Museum.

The **City** shall appoint one person to attend meetings as needed of the **Licensee** Board of Directors. **Licensee** shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the **City** and the **Licensee**.

## II. TERM

The term of this license shall commence upon execution, and shall expire on April 1, 2013, unless sooner terminated in accordance with the terms and conditions of this Agreement. This Agreement shall not be renewed automatically.

## III. IMPROVEMENTS

The **Premises** shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission of the **Director**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the **Director**.

**Licensee** shall contract directly with the telephone company for monthly service and telephone installation on the **Premises**.

Any improvements, structures or fixtures of any kind, which are built or brought upon said property, shall become the property of the **City** upon the termination of this Agreement unless the **City** gives prior written permission for their removal. The structures involved in displaying artifacts in the exhibit gallery shall remain the property of the Historical Society. Any additions or modifications authorized to be removed shall be removed in a manner approved by the **Director** immediately upon termination of the Agreement and **Licensee** shall restore the **Premises** to the condition that existed prior to the additions or modifications.

**Licensee** may not have, remove or change any locks on the **Premises** without the prior approval of the **Director** and without first supplying the **Director** with the combination or key to all locks.

## IV. MAINTENANCE

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

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

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

The **City** shall replace or repair any portion of the **Premises** in need of such service due to normal and routine wear and tear, including the plumbing, electrical, and HVAC systems, the parking areas, and outdoor lighting. The **Licensee** will be responsible for the replacement or repair any portion of the actual structures involved in displaying artifacts in the exhibit gallery. The **City** shall mow and fertilize outdoor areas surrounding the **Premises**. **Licensee** shall not be liable to the **City** for the cost of parts or labor for the replacement or repair of any portion of the **Premises** due to normal and routine wear and tear.

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

**Licensee** shall clean the designated areas of the **Premises**. **Licensee** shall provide all paper supplies. **Licensee** shall sweep and dry mop the **Premises** as needed, and on a regular basis to ensure cleanliness of facility. **Licensee** shall pick up all trash and deposit the same in commercial dumpsters provided by the **City**.

**Licensee** shall maintain climate control devices at reasonable levels. **Licensee** shall keep the lights turned off in areas not being used, and turn off all lights when leaving the **Premises**.

**Licensee** shall lock and secure the **Premises** after each use.

In the event that the **City** performs these services during any **Licensee** activities, **Licensee** agrees to promptly reimburse the **City's** cost in performing these contractual duties.

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

## V. INDEMNIFICATION

As partial consideration for this Agreement, **Licensee** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City**, its employees, officials, agents, representatives and volunteers from and against any and **all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature**, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **Licensee**, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses

of the **Premises**, any injury or damage that occurs on or about the **Premises** relating to **Licensee** activities, or **Licensee**'s performance or failure to perform the terms and conditions of this Agreement.

Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

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

## VI. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the **City**'s right to indemnification, **Licensee** and each of its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. In lieu of providing proof of Worker's Compensation Insurance Coverage, **Licensee** may provide a "Certification of Non-Coverage Under the Workers' Compensation Act."

**Licensee** shall include the **City**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **Licensee** shall also require its contractors and subcontractors to list the **City** as Additional Insured. **Licensee** shall submit certificates of insurance and endorsements to the City of Broken Arrow Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement. Any insurance protecting the **City** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to the **City**. **Licensee** and its contractors and subcontractors shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma. Failure of **Licensee** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **Licensee** from any liability hereunder.

**Licensee** hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from the **City** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **Licensee** agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

**Licensee** shall provide property insurance to cover all property owned by **Licensee**. The **City** shall in no event be liable to **Licensee** for any loss or damage to **Licensee's** property.

## VII. DEFAULT / TERMINATION

This Agreement shall be subject to termination upon the failure of **Licensee** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, or upon the abandonment of the **Premises** by **Licensee** for a period of 30 days. The right to terminate this Agreement upon default of **Licensee** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **City** from enforcing the full provisions thereof.

If this Agreement is terminated, the **Licensee** shall pay the **City** for costs incurred up to and including the date of termination, including but not limited to the costs of repairing the **Premises** to the condition existing at the beginning of this agreement and the costs of storing **Licensee's** property. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **Licensee's** liability for any losses, which have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by **Licensee**. Any attempt to sell, assign, alienate or encumber the **Premises** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of the **Premises** from any cause, either party may declare this lease terminated if repairs or restoration cannot be effectively accomplished at a reasonable cost, with the reasonableness of said costs being within the sole judgment of the **City**.

## VIII. LAWS

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Licensee shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement.

## IX. ENTIRE AGREEMENT

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

invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent to replace any provision that is determined to be invalid. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

**X. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

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

Approved as to Form:

City of Broken Arrow

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

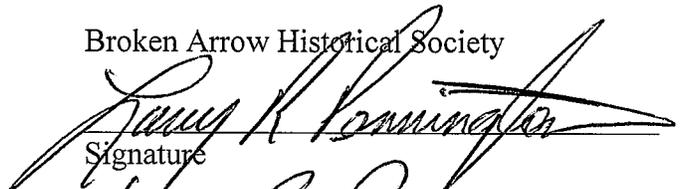
\_\_\_\_\_  
Acting City Manager

Attested:

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

\_\_\_\_\_  
Date of Execution

Broken Arrow Historical Society

  
\_\_\_\_\_  
Signature

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

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

State of Oklahoma )  
 ) ss.  
County of Wagoner )

Before me, a Notary Public, on this 24 day of July, 2012 appeared Lamy Pennington, known to me to be the identical person who executed the within and foregoing instrument, and acting as President of the Historical Society, acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

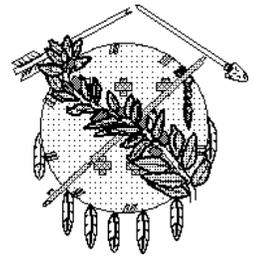
Notary Public:



Claudia L. Dyer

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Office of the City Manager**  
**Subject: Approval of and authorization to execute a Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Football Association for use of the Nienhuis Park football fields for their youth football program**

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**Background:** The attached Use Agreement permits the Broken Arrow Youth Football Association (BAYFA) to use the Nienhuis Park Football Fields located in Nienhuis Park for their youth football program

The following change was made to the use agreement:

- I. Permitting use of the Central Park Softball Fields located in Central Park for football practice from August – October, 2012
- II. Dates changed to reflect expiration date of use agreement to be December 31, 2012.
- III. Deleted sentence prohibiting City of Broken Arrow from approving requests to use any of the fields for regular practice fields.

**Cost:** None

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

**Reviewed By:** Finance Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Use Agreement

**Recommendation:** Approve the Use Agreement and authorize execution.

SE:cd

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

## CITY OF BROKEN ARROW PARKS AND RECREATION USE AGREEMENT

This Agreement is entered between the City of Broken Arrow, Oklahoma, a Municipal Corporation (**CITY**) and the Broken Arrow Youth Football Association, Inc. (**BAYFA**).

### I. LICENSE

The **CITY** grants a **non-exclusive** license to **BAYFA** to use land and improvements located in the City of Broken Arrow, Oklahoma popularly known as the football fields at Nienhuis Park Complex and more particularly described as that portion of the SW/4 of section 10, T17N, R14E that has been adapted for use as football playing fields, and associated facilities (**PREMISES**). This license shall include those areas where the football fields are located, namely, the playing surfaces, all stands or bleachers, and the associated concession stand and restrooms. Additionally, **BAYFA** may use the land, popularly known as the softball fields at Central Park and more particularly described as that portion of the S/2 of the NW/4 of Section 14, T18N, R14E for use as practice facilities during the months of August – October.

As partial consideration for this Agreement, **BAYFA** agrees to and shall comply with the **CITY'S** Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to **BAYFA** and is available at the City Clerk's office.

**BAYFA** shall submit a written schedule of all games to the Director of the Broken Arrow Parks and Recreation Department (**DIRECTOR**) prior to the **BAYFA** season. **BAYFA** shall stagger the starting times of games so as to minimize traffic problems. **BAYFA** shall avoid scheduling regular season games on Sundays. Requests for schedule changes shall be submitted to the **DIRECTOR** at least two **CITY** working days prior to the requested times for regular season games and by 1:00 p.m. the day preceding tournament games.

**DIRECTOR**, reserves the right, in his sole discretion, to close **PREMISES** and cancel all activities when, due to inclement weather or other problems, public safety or the preservation of **PREMISES** are threatened.

The **CITY** will permit, and **BAYFA** agrees not to interfere with, others' scheduled utilization of the **PREMISES**. Prior to the scheduling of other groups or individuals on the **PREMISES**, the **DIRECTOR** will contact **BAYFA** to confirm availability and provide notification to **BAYFA** of the dates and times **PREMISES** will not be available for **BAYFA** use. No one may use the **PREMISES** without receiving written approval from the **DIRECTOR**. In case of scheduling conflict the decision of the **DIRECTOR** is final.

**BAYFA** shall not give permission to other users, including other football clubs, to use **PREMISES**, nor shall it inform other users they may not use **PREMISES**. Other users who contact **BAYFA** regarding use of the **PREMISES** shall be referred to **DIRECTOR** or his designee.

**BAYFA** shall pay a user fee to the **CITY** a sum of eleven dollars (\$11.00) per each regular season game to be paid by **BAYFA** two (2) weeks after the season, but no later than one month after the season.

**BAYFA** shall pay to the **CITY** a sum of eleven dollars (\$11.00) per each tournament game in which **BAYFA** is the host club. This fee shall be paid to **CITY** no later than two (2) weeks after last game of each tournament hosted.

**BAYFA** shall pay to the **CITY** a sum of seven dollars (\$7.00) per each field used for a scrimmage/practice game to be paid by **BAYFA** two weeks after each season but no later than one month after each season ends.

**BAYFA** may operate a concession facility during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to the **CITY**

The City will make available one person to attend meetings at the request of the BAYFA Board of Directors. The **BAYFA** shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the **CITY** and the **BAYFA**.

**BAYFA** shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BAYFA**, but shall be open for inspection and copying by **CITY** upon reasonable notice during normal business hours.

## II. TERM

This Agreement shall commence upon execution, and shall expire on December 31, 2012, unless sooner terminated in accordance with the terms and conditions of this Agreement. This Agreement shall not be renewed automatically.

## III. IMPROVEMENTS

The **PREMISES** shall remain the property of the **CITY**, and may not be modified, altered, or destroyed without the prior written permission of the **CITY**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the **CITY**.

All locks on the **PREMISES** will be maintained by the **DIRECTOR**; **BAYFA** may not remove or change any locks on the **PREMISES** without the prior approval of the **DIRECTOR** and without first supplying the **DIRECTOR** with the combination or key to any new locks.

Any additions or modifications shall become the property of the **CITY** unless the **CITY** gives **BAYFA** prior written permission to remove the additions or modifications, in which case **BAYFA** shall remove the improvements or modifications immediately upon termination of this Agreement and restore the **PREMISES** to the condition that existed prior to the addition or modification. Any additions or modifications that are not promptly removed upon termination of this Agreement shall become the property of the **CITY**.

## IV. MAINTENANCE

**BAYFA** acknowledges that it has inspected the **PREMISES** thoroughly, has participated in the construction and maintenance of improvements and equipment on the **PREMISES**, and has had open access to the **PREMISES**. The **CITY** makes no representations or warranties, express or implied, as to the condition of the **PREMISES**.

**BAYFA** shall inspect the **PREMISES** immediately prior to and immediately after each use, and shall immediately notify the **CITY** of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BAYFA** shall not allow individuals to utilize the **PREMISES** until the defective portion of the **PREMISES** has been repaired or replaced. **BAYFA** shall be solely responsible for any replacements or repairs it authorizes or performs.

As partial consideration for this Agreement: **BAYFA** shall supply, solely at its own expense, all paper products and cleaning supplies for the concession and restroom facilities. **BAYFA** shall supply, solely at its own expense, all necessary equipment, including but not limited to footballs. After each use of the **PREMISES**, **BAYFA** shall clean the restrooms attached to the concession building and re-supply them with paper products. After each use of **PREMISES**, **BAYFA** shall pick up all trash at the football complex, and deposit the same in commercial dumpsters provided by **CITY**. **BAYFA** shall provide all paint used for marking fields.

**CITY** shall regularly mow **PREMISES** and re-seed or re-sod as necessary. **CITY** shall regularly perform turf maintenance (weed control and fertilization) on **PREMISES**. **CITY** shall regularly inspect and maintain the irrigation fixtures (heads, valves, and control box) on **PREMISES**. **BAYFA** shall immediately report any

malfunctions or leaks in the sprinkler system to the CITY.

Upon notification of necessity from BAYFA, the CITY shall maintain and repair the electrical and plumbing systems and the maintenance and restroom structures on the PREMISES. BAYFA shall perform all minor maintenance associated with these facilities, including but not limited to: stopped up toilets. Upon notification of necessity from BAYFA, the CITY shall maintain and repair or replace the bleachers and benches, fences, and lights.

BAYFA agrees to take all reasonable precautions to prevent waste, damage or injury to PREMISES by BAYFA or by any team or individual under BAYFA's auspices or by any member of the audience attending BAYFA events.

BAYFA agrees to provide staff or volunteers to control the parking lot during all BAYFA activities and to prevent individuals from parking on any unpaved or unauthorized areas.

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

BAYFA shall promptly reimburse the CITY for the cost of parts and labor for the replacement or repair of bleachers/stands, concessions buildings, restrooms, and other improvements to the land, and for the CITY'S cost in performing any of BAYFA'S contractual duties, for any cause other than normal and routine wear and tear and "Acts of God," and for CITY'S cost in performing any of BAYFA'S contractual duties. BAYFA shall not be liable to CITY for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of BAYFA, its guests, invitees, members, volunteers, representatives, employees agents, officers, contractors or subcontractors

## V. SIGNS

BAYFA may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

a) All signs shall only be constructed of canvas, plastic, or cardboard and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal, or other heavy material be used, nor shall any extension be used to enlarge the area covered. Signs shall be affixed only to interior fences and shall be positioned so that the face of the sign is visible only inside the ballpark. All signs shall be easily removable from fencing structures. **Signs may not be displayed in locations where they are visible from any public street.**

b) **No sign may be displayed for more than thirty (30) consecutive days.** No signs shall be affixed before the first day of the regular sanctioned play and all signs shall be removed on the last day of regular sanctioned play, including preseason or postseason tournament play.

c) No signs shall contain advertising copy selling items that are not legally available to minors, including but not limited to, alcoholic beverages (both "intoxicating" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. **BAYFA** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.

d) **BAYFA** agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.

e) **BAYFA** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the season. **BAYFA** releases the **CITY** from any and all liability for damages to any signs resulting from said **CITY'S** maintenance of the playing fields, acts or omissions of **CITY** officials and/or employees, wind, flooding, fire, or other acts of God, and further acknowledges that **CITY** has the right to remove any and all damaged signs without permission of **BAYFA**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **BAYFA**.

## VI. INDEMNIFICATION

As partial consideration for this Agreement, **BAYFA** agrees to indemnify, defend (at the **CITY'S** option), and hold harmless the **CITY**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BAYFA**, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of the **PREMISES**, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the **PREMISES** relating to **BAYFA** activities, or **BAYFA'S** performance or failure to perform the terms and conditions of this Agreement.

Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **CITY** and in accordance with the terms and exceptions contained in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

**BAYFA** shall provide the **CITY** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about the **PREMISES**

## VII. INSURANCE/WAIVER OF SUBROGATION

Without limiting the **CITY'S** right to indemnification, **BAYFA** and each of its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following: General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

**BAYFA** shall include the **CITY**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **BAYFA** shall also require its contractors and subcontractors to list the **CITY** as

Additional Insured. **BAYFA** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY'S** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement.

Such coverage shall not be canceled or materially changed without giving the **CITY** at least thirty (30) days prior written notification thereof. The insurers shall have no recourse against the **CITY** for payment of any insurance premium. Any insurance protecting the **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to the **CITY**.

**BAYFA** and its contractors and subcontractors shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma. Such insurance shall not be invalidated by any action or inaction of **BAYFA** and shall insure the **CITY** regardless of any breach or violation by **BAYFA** of any warranty, declaration or condition contained in such insurance. Failure of **BAYFA** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BAYFA** from any liability hereunder.

**BAYFA** hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from the **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **BAYFA** agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

#### **VIII. DEFAULT**

This Agreement shall be subject to termination upon the abandonment of the **PREMISES** for a period of 30 days, or upon the failure of **BAYFA** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by the **CITY**, where fulfillment of such obligation requires activity over a period of time and **BAYFA** has commenced to perform whatever may be required to cure the default and continues such performance diligently.

The right to terminate this Agreement **BAYFA** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any covenant, condition, term or agreement herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **CITY** from enforcing the full provisions thereof.

#### **IX. TERMINATION**

Either party may terminate this Agreement for cause upon giving the other 10 days prior written notice. If this Agreement is terminated, the **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing the **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BAYFA'S** property at a public warehouse selected by the **CITY**.

The rights reserved in this section are alternative and in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BAYFA'S** liability for any losses that have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by **BAYFA**. Any attempt to sell, assign, alienate or encumber the **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of the **PREMISES** from any cause, either party may declare this lease terminated if repairs or restoration cannot be effectively accomplished within 30 days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of the **CITY**. In the event that the premises are repaired or restored by **BAYFA** at the sole expense of **BAYFA** or at the expense of insurance carriers, this Agreement shall not be terminated.

**X. LAWS**

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BAYFA** shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement. This Agreement is not a waiver of any permit, inspection or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

**XI. NOTICES**

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

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement are intended to be and shall be deemed severable.

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

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

Approved as to Form:

City of Broken Arrow

  
Assistant City Attorney

By: \_\_\_\_\_  
Acting City Manager

Attested:

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

Date of Execution:

\_\_\_\_\_

Broken Arrow Youth Football Association

*Tom W. Lett*

President

Printed Name: *Tom W. Lett*

BAYFA Mailing Address: *1005 E. Main St.*

*Broken Arrow OK 74012*

State of Oklahoma )

) ss.

County of Wagoner )

Before me, a Notary Public, on this *26* day of *July* 2012, personally appeared \_\_\_\_\_

*Tom Lett* \_\_\_\_\_ known to me to be the identical person who

executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free

and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

*January 4, 2014* \_\_\_\_\_

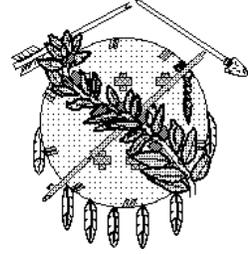


*Claudia G. Dye*

Notary Public

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**Broken Arrow City Council  
Meeting of: 08-7-2012**



**To:** Mayor and City Council  
**From:** Office of the Parks and Recreation Department  
**Subject:** Approval and authorization to execute the Renewal of the City of Broken Arrow Golf Course Management Agreement

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**Background:** This is a Renewal of the City of Broken Arrow Golf Course Management Agreement. The agreement remains unchanged. Council's approval will act as a renewal of this agreement for the fiscal year beginning July 1, 2012.

**Cost:** None

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

**Reviewed By:** Legal Department  
Finance Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Renewal City of Broken Arrow Golf Course Management Agreement

**Recommendation:** Approve the renewal agreement and authorize execution

**RENEWAL OF THE CITY OF BROKEN ARROW GOLF  
COURSE MANGEMENT AGREEMENT**

**RECITALS**

**WHEREAS**, the City and Greenway entered into a Professional Services Management Agreement ("Agreement") on the 1st day of September, 2006; and

**WHEREAS**, the most recent renewal of the Agreement is effective from July 1, 2011, through June 30, 2012; and

**WHEREAS**, the City and Greenway wish to renew the Agreement along with all previous amendments, to become effective July 1, 2012, through June 30, 2012.

This renewal shall remain in full force and effect July 1, 2012, through June 30, 2013. Upon approval and execution of the parties, this Renewal shall be attached to and become a part of the City of Broken Arrow Golf Course Management Agreement.

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

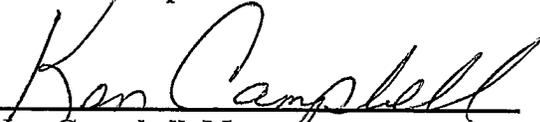
**Approved as to Form:**

**City of Broken Arrow, a municipal  
corporation**

  
\_\_\_\_\_  
**Lesli A. Myers**  
**Deputy City Attorney**

**By:** \_\_\_\_\_  
**Russell M. Gale**  
**Acting City Manager**

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

**By:**   
\_\_\_\_\_  
**Ken Campbell, Manager**

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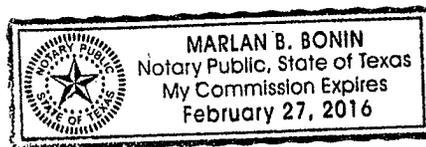
**VERIFICATION**

State of Texas            )  
                                  ) ss.  
County of Travis        )

Before me, a Notary Public, on this 10<sup>th</sup> day of JULY, 2012, personally appeared Ken Campbell, as Manager of Greenway Golf Associates, Inc., a California Corporation, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

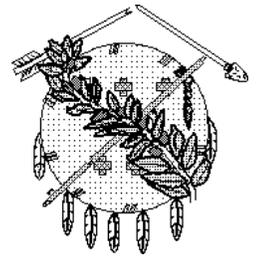
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 02-27-16



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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Office of the Department of Engineering and Construction**  
**Subject: Approve and authorize execution of a Gas Facilities Relocation Agreement with Oklahoma Natural Gas Company for Aspen Avenue, Tucson to Florence**

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**Background:** Engineering and Construction Department has been coordinating the relocation of franchise utilities in connection with the widening of Aspen Avenue to 5 lanes from Tucson Street to Florence Street, a 2011 Street GO Bond project. Oklahoma Natural Gas Company (ONG) has approximately 610 linear feet of 6" high-pressure gas line in private right-of-way, for which the City is responsible for bearing the "in kind" relocation cost. However, ONG is proposing to upgrade the line to a 12" line and has calculated the cost difference to determine the division of responsibility. ONG will bear the cost of the line relocation and upgrade for that portion which is currently in public right-of-way. The estimated City share of the cost is \$238,522.00 (45.8% of the total), as shown in the attached agreement. ONG will invoice the City for our share of the actual cost when the work is complete. Funding will be from the 2011 Street GO Bonds.

**Cost:** **\$238,522.00**

**Prepared By:** **Kenneth D. Schwab, P.E., Engineering & Construction Department Director**

**Reviewed By:** **Legal Department  
Finance Department**

**Approved By:** **Russell M. Gale, Acting City Manager**

**Attachments:** **ONG Gas Facilities Relocation Agreement**

**Recommendation:** Approve and authorize execution of an agreement with Oklahoma Natural Gas Company for relocation of gas facilities for the Aspen Avenue Widening between Tucson and Florence project

KDS:tdh

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**AGREEMENT  
GAS FACILITIES RELOCATION  
ASPEN AVE., TUCSON TO FLORENCE,  
CITY OF BROKEN ARROW #ST-1201  
TULSA COUNTY**

Oklahoma Natural Gas Company, a Division of ONEOK, Inc., hereinafter called "Company," owns various medium-pressure and high-pressure distribution natural gas pipelines within the construction limits of the referenced project in the City of Broken Arrow, Tulsa County, Oklahoma, which Company utilizes in the discharge of its duties as a public service corporation.

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on March 26, 2012. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the four plan sheets and the three-page cost estimate, all dated May 14, 2012, of which four copies each are attached. Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be \$238,522, all of which is to be reimbursed to Company by City.

City by accepting the proposal agrees that City shall reimburse Company for its share of the total actual relocation costs, said costs being arrived at in the same manner as used in Company's estimated cost of the project attached hereto.

Such relocation costs will be based upon, but not necessarily limited to, material suppliers', work contractors', and equipment-rental invoices; and at then-current rates and prices, company's transfer and stores expense charges for warehoused materials; payroll time sheets; indirect labor charges; auto, truck, and equipment use records; expense statements; and standard allocated overhead charges. Company's award of and payment for contracted work will be based upon competitive bids or continuing contract, whichever appears to the Company will be most practical and economical.

It is further understood, and City by accepting this proposal agrees, that City will reimburse the Company in accordance with this agreement within thirty (30) days after the said relocation work has been completed and Company's statement for City's costs thereof has been submitted. Company agrees that in the event Company should determine prior to commencement of construction that the revised estimated amount of the reimbursement by the City may exceed the estimated cost as stated herein, Company shall notify the City of such determination in writing. City shall have the right to terminate this agreement within ten (10) days of receipt of such said written notice. If City elects to so terminate, City shall pay Company the City's share of any engineering cost incurred to date of termination. If the City does not terminate the agreement within the ten (10) days, it shall remain in full force and effect.

The Company by agreeing to or by abandoning, relocating, or modifying any of its facilities pursuant to this agreement shall not thereby be deemed to have abandoned, modified, released, or otherwise destroyed any of its rights existing at the time of the execution of this agreement under valid and subsisting private right-of-way easements granted to, obtained by or through condemnation, or otherwise vested in the Company unless the Company shall have released same by written instrument.

Further, should the Company in the course of relocating the above-described facilities relocate any of such facilities

presently located on private right-of-way onto public right-of-way, the Company shall be deemed in respect to such facilities to have retained sufficient easement and other rights such that if said facilities are encompassed within any future governmental project requiring relocation, adjustment, or abandonment of such facilities, that the Company shall be entitled to reimbursement for the cost of such relocation, adjustment, or abandonment from the governmental agency requiring the same; provided, however, this provision shall not be construed as requiring reimbursement by the City of Broken Arrow except when such relocation, adjustment, or abandonment is required for a project of the City of Broken Arrow.

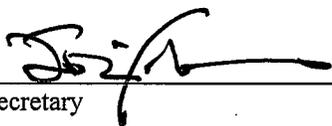
Any changes made by the City in this proposal as submitted by the Company shall be subject to the written acceptance thereof by the Company before there is any binding contract between the parties.

City by accepting this proposal warrants that it now has or will have unencumbered funds available with which to pay the relocation costs to the extent herein above provided.

If this proposal is not accepted by the City within one (1) year from the date of this letter, this proposal shall automatically terminate and thereafter shall not be subject to acceptance by the City unless the proposal is reinstated by Company.

Company respectfully requests that the City of Broken Arrow agree to the terms of this proposal by signing in the space provided below and returning one executed copy to us.

ATTEST:

  
\_\_\_\_\_  
Secretary

**OKLAHOMA NATURAL GAS COMPANY,  
A DIVISION OF ONEOK, INC.**

By:   
\_\_\_\_\_  
Kent Shortridge  
Regional Vice President

#01718

Date: 6/28/12

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

\_\_\_\_\_  
City Clerk – Deputy

**CITY OF BROKEN ARROW  
A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Mayor

APPROVED as to form and legality

Asst.  7-31-12  
City Attorney

OKLAHOMA NATURAL GAS COMPANY  
 ESTIMATED GAS FACILITIES RELOCATION COST  
 ASPEN AVE. WIDENING, TUCSON TO FLORENCE  
 CITY OF BROKEN ARROW PROJECT NO. ST 1201

SHT. 1 of 3

| <u>City Cost</u> | <u>ONG Cost</u> | <u>Total Cost</u> | <u>Estimated<br/>Cost of Actual Replacement</u> | <u>Estimated<br/>Cost of Betterment</u> |
|------------------|-----------------|-------------------|---|---|
| \$238,522        | \$19,563        | \$258,085         | \$520,845                                       | \$262,760                               |
| 92.42%           | 7.58%           |                   |   |   |

|  |   |  |                  |   |        |
|--|---|--|------------------|---|--------|
| Percent of Actual Replacement Cost<br>Attributable to Betterment | = |  | <u>\$262,760</u> | = | 50.45% |
|  |   |  | \$520,845        |   |        |

|                          |   |                  |
|--------------------------|---|------------------|
| <b>SUMMARY:</b>          |   | <u>Estimated</u> |
| Actual Replacement Cost  | = | \$520,845        |
| Less Betterment @ 50.45% | = | <u>\$262,760</u> |
|                          |   | \$258,085        |
| City Share @ 94.61%      | = | \$238,522        |
| ONG Share @ 5.39%        | = | \$19,563         |

Total Estimated ONG Cost = ONG Share + Betterment (@50.45%)  
 = \$19,563 + \$262,760 = \$282,322

Composite percentage for project

|            |   |                  |   |        |
|------------|---|------------------|---|--------|
| CITY SHARE | = | <u>238,522</u>   | = | 45.80% |
|            |   | 520,845          |   |        |
| ONG SHARE  | = | <u>\$282,322</u> | = | 54.20% |
|            |   | \$520,845        |   |        |

Eastern Region Engineering (Randy Stalcup)

Utility Design Services Inc. (Jerry Noll)  
 5/14/2012



ESTIMATED GAS FACILITIES RELOCATION COST  
 ASPEN AVE. WIDENING, TUCSON TO FLORENCE  
 CITY OF BROKEN ARROW PROJECT NO. ST 1201

Sht. 3 of 3

**Actual Replacement**

**MATERIAL COST:**

|  | <u>QTY</u> | <u>UNIT COST</u> | <u>AMOUNT</u>   |
|--|------------|------------------|-----------------|
| 12 3/4" O.D. PIPE-STEEL, Line, .375" W., 49.81#/FT, API-5L, GR A-53, X-42, SMLS, CTD | 1,000 ft.  | 90.28            | \$90,280        |
| 6 5/8" O.D. PIPE-STEEL, .280" W., 18.99#/FT, API-5L, A-53-B, SMLS, CTD.              | 40 ft.     | 20.57            | \$823           |
| 6" TEE-SPHERICAL, SERIES 300, ANSI 300, 740 LB WP                                    | 4 ea.      | 1,989.75         | \$7,959         |
| 2" FITTING-THREADED, O-RING, 1500 LB WP  | 4 ea.      | 179.38           | \$718           |
| 12" ELBOW-ST WELD 90 DEG STD GRADE B, SMLS   | 4 ea.      | 294.17           | \$1,177         |
| 6" ELBOW-ST WELD 90 DEG LR STD GRADE B, SMLS   | 4 ea.      | 52.35            | \$210           |
| 12"x12"x6" TEE-REDUC, WELD, STEEL, STD, GRADE B, SMLS                                | 4 ea.      | 250.00           | \$1,000         |
| 12" CAP-STEEL-WELD, STD WALL   | 4 ea.      | 117.59           | \$471           |
| 6" CAP-STEEL-WELD, STD WALL  | 8 ea.      | 28.39            | \$228           |
| 17LB ANODE-EXTRUDED, MAGNESIUM, PACKAGED, 10 FT LEAD, D3 HIGH POT                    | 4 ea.      | 49.07            | \$197           |
| 4"x9" ROLL-WRAP-PIPE, MICROCRYSTALLINE #2 WAX, BROWN                                 | 48 ea.     | 10.11            | \$486           |
| GALLON-PRIMER-TEMCOAT 3000   | 2 ea.      | 32.02            | \$65            |
| COATING-PIPE, LIQUID EPOXY, HIGH BUILD, TWO PART KIT, TWO LITER KIT                  | 20 ea.     | 46.24            | \$925           |
| MISC. MATERIAL   |            |                  | <u>\$20,908</u> |

**ESTIMATED MATERIAL COST**

**\$125,447**

**INSTALLATION COST:**

|   | <u>AMOUNT</u>    |
|---|------------------|
| Stores Expense                                | \$17,877         |
| Contract Construction Labor                   | \$180,920        |
| Contract Drafting Services                    | \$7,500          |
| Company Labor                                 | \$27,138         |
| Indirect Labor, Payroll, Insurance, and Taxes | \$18,145         |
| Automotive Expense                            | \$5,428          |
| Right of Way Damages                          | <u>\$2,500</u>   |
| <b>TOTAL</b>                                  | <b>\$384,955</b> |

Administrative and General Expense

\$76,991

Omissions and Contingencies

\$46,195

ESTIMATED INSTALLATION COST

\$382,694

ESTIMATED MATERIAL COST

\$125,447

ESTIMATED ABANDONMENT COST

\$12,704

**TOTAL ESTIMATED RELOCATION COST**

**\$520,845**

Eastern Region Engineering (Randy Stalcup)

Utility Design Services Inc. (Jerry Noll)

5/14/2012

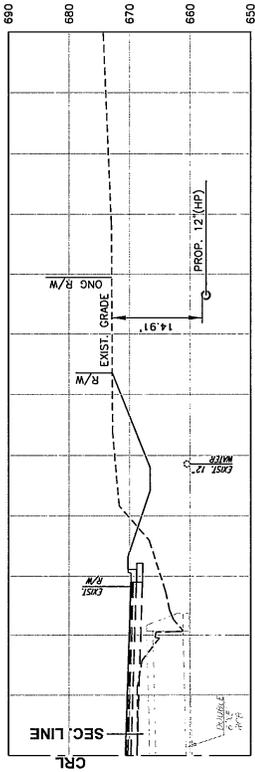
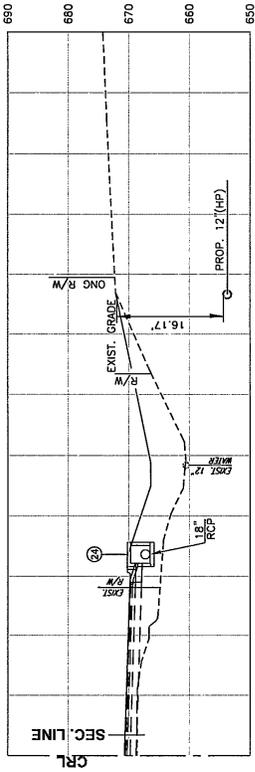
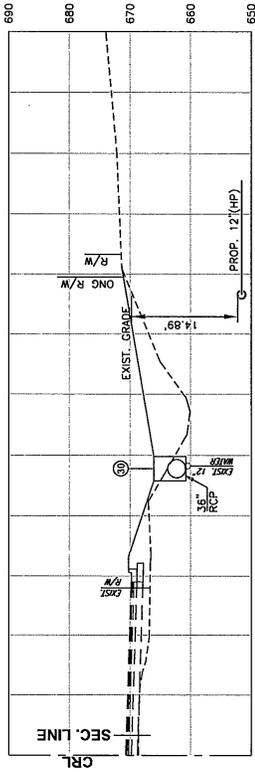
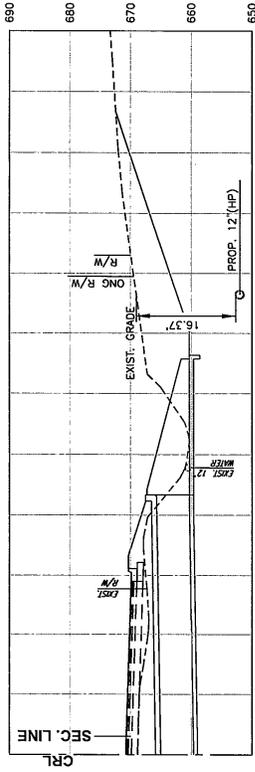
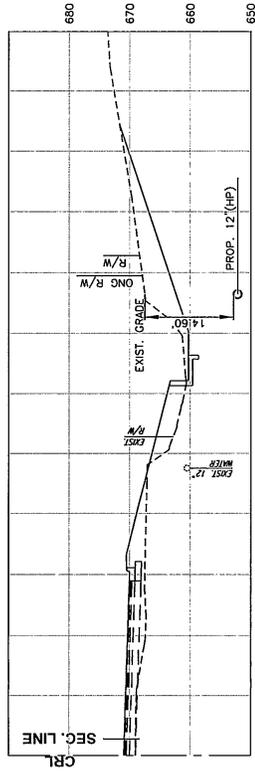
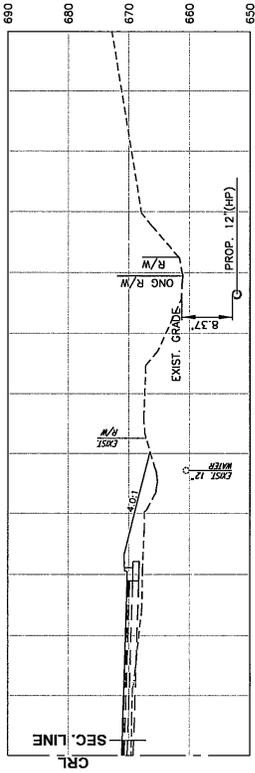
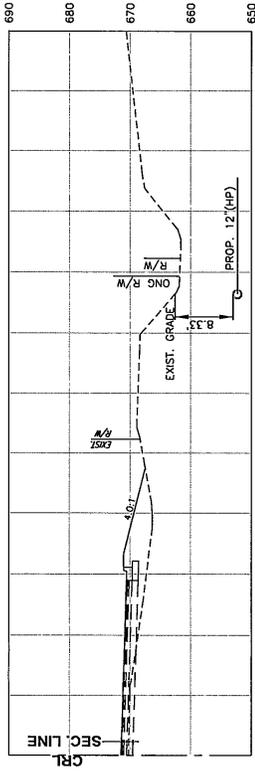
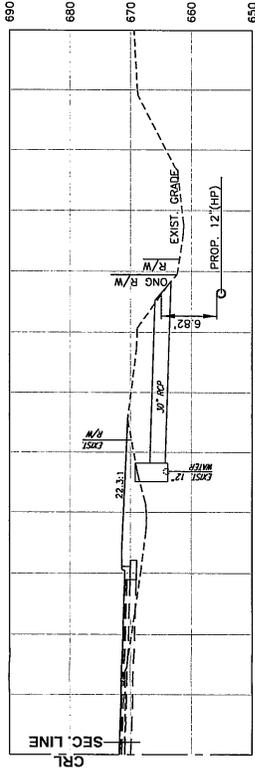






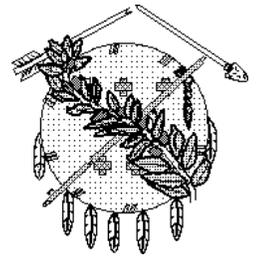
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| DATE                                      | BY            | ITEM     | DATE | NO.   | TO       |
| REVISED                                   | PRINTS ISSUED |          |      |       |          |
| OKLAHOMA NATURAL GAS COMPANY              |               |          |      |       |          |
| TULSA, OK                                 |               |          |      |       |          |
| PROJ. RELOCATION OF VARIOUS GAS PIPELINES |               |          |      |       |          |
| CITY OF BROKEN ARROW #ST 1201             |               |          |      |       |          |
| DESIGNED                                  | RS            | FILE NO. | DATE | SCALE | AS NOTED |
| DRAWN                                     | JM            | FILE NO. | DATE | SCALE | AS NOTED |
| CHECKED                                   | RS            | FILE NO. | DATE | SCALE | AS NOTED |
| J.D. NO.                                  | 4             |          |      |       |          |

Prepared By: Utility Design Services Inc. UDS No. 2011-077



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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** General Services Department  
**Subject:** Approval to declare a City owned motorcycle as surplus and authorize the unit to be disposed as scrap

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**Background:** In April of 2009, a police motorcycle was involved in an accident in which it was damaged considerably. Repair estimates were in excess of \$17,000.00. At the time of the incident, the 2007 BMW police motorcycle, Unit# 0711, had accumulated approximately 10,000 miles. Fleet and the Police Department decided it was more advantageous to replace the motorcycle instead of repairing it. The unit was replaced by Unit# 0910, a 2009 BMW police motorcycle in May of 2009.

The wrecked motorcycle was placed on inactive status and set aside to be cannibalized for repair parts. By March of 2012 all useable parts had been removed.

Staff recommends that the City Council declare the motorcycle surplus and authorize its disposal as scrap.

**Cost:** None

**Prepared By:** Lee Zirk, General Director

**Reviewed By:** Police Department  
Finance Department  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** None

**Recommendation:** Declare the motorcycle as surplus and authorize the unit to be disposed as scrap

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**Broken Arrow City Council  
Meeting of: 8-7-12**



**To:** Mayor and City Council  
**From:** General Services Department  
**Subject:** Approval to declare the abandoned Reserve Center furniture surplus and authorize the disposal of those items under a renovation contract.

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**Background:** The furniture and miscellaneous equipment on the attached list was left behind with the Reserve Center when the Military moved out and transferred the facility to the City. The City Departments have utilized some of the furniture; however most is old outdated military type furniture items. Before construction can begin on renovating the facility this furniture must be removed. The Purchasing Division solicited quotes to determine if there was any interest from local furniture companies and liquidators to purchase these items, no interest was received. Salvage and recyclers were also contacted with no interest from that segment as well. Bids for the remodeling of the Reserve Center included an option to remove this furniture. The low bidder for the entire project submitted a cost of \$9000 to remove the furniture. The staff recommends that the City Council declare all items on the attached list as surplus and authorize the disposal of those items under the contract for renovation for the Reserve Center

**Cost:** \$9,000

**Prepared By:** Lee Zirk, General Services Director

**Reviewed By:** Finance Department  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** List of abandoned furniture at the Reserve Center

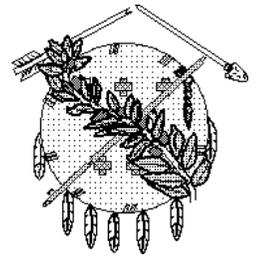
**Recommendation:** Declare listed items surplus and approve their disposal.

## Abandoned Furniture Items @ 1101 N 6th Street

| Item                                   | Qty     |
|--|---------|
| Metal table w/formica top              | 26      |
| 3 Drawer metal desk w/formica top      | 3       |
| 6 Drawer metal desk w/formica top      | 13      |
| 6 Drawer metal desk w/wood top         | 7       |
| Metal computer desk w/wood top         | 6       |
| Wooden computer desk                   | 11      |
| 4 Drawer L shape comp. desk w/wood top | 6       |
| 3 Drawer metal desk w/wood top         | 2       |
| Metal computer desk                    | 8       |
| 4 Drawer wooden desk                   | 2       |
| Wooden comp. desk w/formica top        | 2       |
| 5 Drawer wooden desk                   | 1       |
| L shape wooden comp. desk              | 3       |
| Cubicles (blue)                        | 47 sets |
| 6 shelves metal storage cabinet        | 2       |
| 4 Shelves metal storage cabinet        | 4       |
| 4 Drawer file cabinet                  | 3       |
| 5 Drawer file cabinet                  | 44      |
| 2 Drawer metal file cabinet            | 4       |
| Metal storage cabinet                  | 11      |
| 5 Shelves wooden storage cabinet       | 7       |
| 2 Shelves metal storage cabinet        | 2       |
| Wooden storage cabinet                 | 1       |
| 10' wood conference table              | 1       |
| Metal storage table w/formica top      | 2       |
| Projector screen                       | 1       |
| Glass display                          | 1       |
| Coat rack                              | 1       |
| Folding metal chairs                   | 104     |
| 19" Orion TV                           | 5       |
| School desk type chair                 | 26      |
| Roll around desk chair                 | 55      |
| Metal chair w/cushion,armless          | 36      |

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**Broken Arrow City Council**  
**Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Department of Engineering and Construction**  
**Subject: Approval of extended construction work hours at the water plant for the Water Supply Improvements, Contract #075036**

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**Background:** The Water Supply Improvements project construction is well underway and current activities include regular concrete placements of various sizes and types (foundations, formed walls, floor slabs, etc.). The construction contract has a 28 month duration, and it is important to keep the contract on schedule to put the City in position to utilize the plant as soon as possible. It has been the practice to generally limit construction activities on City projects to weekdays 7:00 am to 5:00 pm. The primary purpose of this practice is to stay within the bounds of “Disturbing the Peace” codes which basically establish quiet hours within the City from 10:00 pm until 7:00 am Sunday through Thursday and 11:00 pm until 7:00am Friday and Saturday. Even though the Water Treatment Plant site is in a remote area, the plant proper is designated as City Limits, therefore these restrictions technically apply to much of the construction work site. In order to maintain suitable concrete temperatures and prevent delays to the project, the contractor has requested work hours at the site be broadened to the limits of 4:00 am through 7:00 pm Monday through Saturday. This schedule establishes the outer limits of the work hours and will vary within these limits based primarily on weather considerations. It is common industry practice on projects with large concrete placements to begin in early morning hours while ambient temperatures are lower in order to maintain concrete quality and stay within specification limits. The staff fully supports the proposed extended work hours.

**Cost:** \$0.00

**Prepared By:** **Kenneth D. Schwab, P.E., CFM**  
**Director of Engineering & Construction**

**Reviewed By:** **Legal Department**  
**Finance Department**  
**Utilities Department**

**Approved By:** **Russell Gale, Acting City Manager**

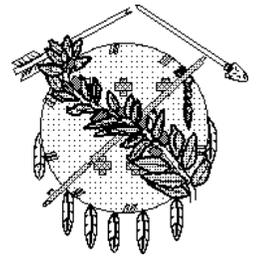
**Attachments:** **None**

**Recommendation:** Approve Extended Construction Work Hours on the Water Treatment Plant Construction Site.

**KDS:led**

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**Broken Arrow City Council  
Meeting of: 08-7-12**



**To:** Mayor and City Council  
**From:** Department of Engineering and Construction  
**Subject:** Notification of Contracts, Change Orders, Quantity Changes and Work Orders with a value of less than \$25,000 on Engineering and Construction Contracts since the last City Council Meeting

**Background:** The City Manager or his designated representative has the authority to execute contracts, change orders, quantity changes and work orders with a total increase in value of less than \$25,000. Attached are the contracts, change orders, quantity changes and work orders that have been executed since the last city council meeting. No action is required. This item is for information only.

**Cost:** As noted on the attached documents

**Prepared By:** Kenneth D. Schwab, P.E., CFM  
Director of Engineering & Construction

**Reviewed By:** Legal Department  
Finance Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Quantity Change Orders

- Interchange Creek Turnpike and Aspen Avenue, (Aspen Avenue), Contract #ST0915, Sherwood Construction Co., Inc., Minor Quantity Change Number Q01, \$17,451.46.

**Change Orders**

- Hillside Drive Extension, Schedule A or Schedule B, Contract # ST0911, Morton Excavating, LLC, Minor Change Number C01, \$20,700.00.
- Central Park Bridge Structure. Contract # 126029, Builder's Unlimited, Inc., Minor Change Number C02, \$ -6,505.92.

**Work Orders**

- Portland Cement Concrete Street Repairs, Bid # 12.166, Cherokee Pride Construction, Inc., Work Order # W01, \$16,110.00.

**Contracts**

- None

**A/E Agreements and Amendments**

- None

**Recommendation:** No action required

**KDS:sjb**

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_ **VOTE:** \_\_\_\_

**CITY OF BROKEN ARROW, OKLAHOMA  
ENGINEERING/CONSTRUCTION DEPARTMENT**

**APPLICATION FOR APPROVAL OF "MINOR" CHANGE OF PLANS**

Name: Morton Excavating, LLC

Contract Number: ST0911

Location: Hillside Drive Extension, Schedule A or Schedule B

Date: July 10, 2012

Minor Change Number C01

**Approval is requested for the following minor changes:**

1. Total Number of Days Added by this Change Order: 0
2. Added three new payment items to the Contract.

**Which are necessary for the following reasons:**

1. No days added by this change order.
2. New items added to the original contract listed below reflect the added work to the storm drainage system due to the intersection widening from three lanes to five lanes.

**Additions to the original contract:**

| Item #                  | Item   | Unit | Price      | Quantity | Amount             |
|-------------------------|--|------|------------|----------|--------------------|
| SP-3                    | BA Recessed Inlet                              | EA   | \$7,000.00 | 2.00     | \$14,000.00        |
| SP-4                    | BA Design 2 Drop Inlet                         | EA   | \$3,200.00 | 1.00     | \$3,200.00         |
| SP-5                    | Removal of obstruction at widened intersection | LS   | \$3,500.00 | 1.00     | \$3,500.00         |
| <b>Total Additions:</b> |  |      |            |          | <b>\$20,700.00</b> |

**Deletions to the original contract:**

| Item #                  | Item | Unit | Price  | Quantity | Amount        |
|-------------------------|------|------|--------|----------|---------------|
| N/A                     | None | N/A  | \$0.00 | 0.00     | \$0.00        |
| <b>Total Deletions:</b> |      |      |        |          | <b>\$0.00</b> |

**This Change Order is a Net Overrun: \$20,700.00**

|  |                          |                        |
|--|--------------------------|------------------------|
| Submitted: <u><i>Lamy E. Dean</i></u>                  | Engineer                 | Date: <u>7/11/2012</u> |
| Approved: <u><i>[Signature]</i></u>                    | Contractor               | Date: <u>7-12-12</u>   |
| Recommended/Approved: <u><i>Kenneth D. Schwalb</i></u> | Director, Engr. & Const. | Date: <u>07-13-12</u>  |
| Approved: <u><i>[Signature]</i></u>                    | Acting City Manager      | Date: <u>7-13-12</u>   |

This change order brings the project up to date on all issues of cost increases and time increases as of: 07/10/12  
Original Clerk---Original Contractor---Original File---Copy to Finance

**CITY OF BROKEN ARROW, OKLAHOMA  
ENGINEERING/CONSTRUCTION DEPARTMENT**

**APPLICATION FOR APPROVAL OF "MINOR" CHANGE OF PLANS**

Name: Builder's Unlimited, Inc.

Contract Number: 126029

Location: Central Park Bridge Structure

Date: July 19, 2012

Minor Change Number C02

**Approval is requested for the following minor changes:**

1. Total Number of Days Added by this Change Order: 20
2. Revised final contract quantities in accordance with the table below for items 411(B); 230(A); 407(B); 221(B); and 411(C).
3. Added new items SP-2 and SP-3 for additional work on wing wall foundation and additional concrete on headwall, respectively.

**Which are necessary for the following reasons:**

1. Twenty (20) days are added by this change order as follows: 10 days for wet conditions due to rain and high water in the creek during March 2010, 7 days for the loss of productive work for Rooster Days event during May, 3 days for additional work on wing wall foundation and headwall.
2. The additions and deletions listed below are needed to adjust contract quantities to those actually used in the field to complete this contract.
3. SP-2 was added to pay for removal of unsuitable foundation material in creek and backfill with crushed rock to support wing all footings.
4. SP-3 raised the height of the bridge headwall to meet safety requirements. This adjustment was necessary when sidewalk and street grades were revised to meet existing conditions.

**Additions to the original contract:**

| Item #                  | Item  | Unit | Price      | Quantity | Amount             |
|-------------------------|---|------|------------|----------|--------------------|
| SP-2                    | Wingwalls, Excavate unsuitable material and backfill with additional rock | LS   | \$5,308.00 | 1.00     | \$5,308.00         |
| SP-3                    | Additional concrete for headwall extension                                | LS   | \$2,038.00 | 1.00     | \$2,038.00         |
| 411 (B)                 | Superpave S3  | TN   | \$89.36    | 59.86    | \$5,349.09         |
| <b>Total Additions:</b> |   |      |            |          | <b>\$12,695.09</b> |

**Deletions to the original contract:**

| Item #                  | Item                   | Unit | Price   | Quantity | Amount             |
|-------------------------|------------------------|------|---------|----------|--------------------|
| 230 (A)                 | Solid Slab Sod         | SY   | \$28.00 | 3.00     | \$84.00            |
| 407 (B)                 | Tack Coat              | GAL  | \$3.35  | 930.00   | \$3,115.50         |
| 221 (B)                 | Temporary Bale Barrier | EA   | \$43.04 | 25.00    | \$1,076.00         |
| 411 (C)                 | Superpave S4           | TN   | \$85.70 | 174.16   | \$14,925.51        |
| <b>Total Deletions:</b> |                        |      |         |          | <b>\$19,201.01</b> |

**This Change Order is a Net Underrun: \$6,505.92**

Submitted: Larry E. Piggins Engineer Date: 20 Jul 12  
 Approved: [Signature] Contractor Date: 7/24/12  
 Recommended/Approved: Benneth D. Scherb Director, Engr. & Const. Date: 7-25-12  
 Approved: [Signature] Acting City Manager Date: 7-26-12

This change order brings the project up to date on all issues of cost increases and time increases as of: 07/19/12

Original Clerk---Original Contractor---Original File---Copy to Finance

**CITY OF BROKEN ARROW, OKLAHOMA  
ENGINEERING/CONSTRUCTION DEPARTMENT**

**WORK ORDER**

Name: Cherokee Pride Construction, Inc.

Contract Number: N/A

Project # 126029

Account # 035-8011-451-7015

Start Date: July 18, 2012

Work Order # W01

The Contractor is directed to complete the following:

1. Total Number of Days Allowed for this Work Order: 5
2. The area to be repaired has been reviewed with the contractor and the quantities listed below are agreed to by both parties. The general locations and quantities are as follows: Install Patterned Concrete Sidewalks between 5' existing sidewalk and curb across bridge on both sides of the road and sod all disturbed areas around bridge to reestablish vegetative cover.

**Work Order Additions:**

| Item # | Item                                   | Unit | Price   | Quantity                | Amount             |
|--------|--|------|---------|-------------------------|--------------------|
| SP-21  | Patterned Concrete Sidewalks (Colored) | SY   | \$70.00 | 150.00                  | \$10,500.00        |
| SP-26  | Solid Slab Sod                         | SY   | \$2.50  | 2,244.00                | \$5,610.00         |
|        |  |      |         | <b>Total Additions:</b> | <b>\$16,110.00</b> |

**Work Order Deletions:**

| Item # | Item | Unit | Price  | Quantity                | Amount        |
|--------|------|------|--------|-------------------------|---------------|
| N/A    | None | N/A  | \$0.00 | 0.00                    | \$0.00        |
|        |      |      |        | <b>Total Deletions:</b> | <b>\$0.00</b> |

**Total Work Order Price: \$16,110.00**

Submitted By: *Larry E. Dean*

Project Engineer

Date: *18 July 2012*

Recommended: *Samuel Oates*

Contractor

Date: *18 July 2012*

Approved: *Kenneth D. Schwab*

Director Eng. & Const.

Date: *7-18-12*

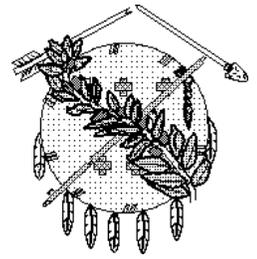
Approved: *[Signature]*

Acting City Manager

Date: *7-19-12*

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Department of Engineering and Construction**  
**Subject: Approval of and authorization to execute Major Change Order MQ03 for Elm Place widening from Houston Street to Kenosha Street**

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**Background:** The City has contracted with Tri-Star Construction, LLC, for widening the existing four-lane Elm Place to five lanes from Houston Street to Kenosha Street. This proposed change order adjusts certain contract quantities to reflect expected amounts needed to complete the contract. The items expected to overrun include Aggregate Base, Type A Asphalt, Cold Milling and additional Concrete for Driveways. It appears the original quantities did not include sufficient amount of materials for connecting the widened street to the side streets. Also, on the south end of the project near the Houston Street Intersection, there needs to be additional milling and overlay to replace existing asphalt which is badly deteriorated. Additional drive concrete was needed to flatten and extend four drives to an acceptable slope along on the west side of Elm Place. The total increase of \$183,613.52 for this modification will provide for a revised contract amount of \$2,378,804.22. Since these additional quantities are all contract bid items, this modification is not subject to the 15% limit of the Oklahoma Competitive Bidding Act. The total of all modification items subject to that Act total 0.4%. Funding will come from the 2008 G.O. Bond.

**Cost:** \$183,613.52

**Prepared By:** Kenneth D. Schwab, P.E., CFM  
Director of Engineering & Construction

**Reviewed By:** Legal Department  
Finance Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Major Quantity Change Order MQ03

**Recommendation:** Approve and Authorize Execution of Major Quantity Change Order MQ03

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_ **VOTE:** \_\_\_\_

**CITY OF BROKEN ARROW, OKLAHOMA  
ENGINEERING/CONSTRUCTION DEPARTMENT**

**APPLICATION FOR APPROVAL OF "MAJOR" CHANGE OF QUANTITY**

Name: Tri-Star Construction, LLC

Contract Number: ST0510

Location: Elm Pl. Widening, Houston to Kenosha

Date: June 27, 2012

Major Quantity Change Number MQ03

**Approval is requested for the following major changes:**

1. Total Number of Days Added by this Change Order: 0
2. Revised Contract Quantities in accordance with the table below.

**Which are necessary for the following reasons:**

1. No days added by this change order.
2. Contract quantity revisions required to reflect actual conditions encountered on the site. Asphalt and aggregate base quantity adjustments are needed to include additional asphalted areas for side street connections which were not entirely accounted for when original quantities were calculated. The conditions at several drive locations on the west side of Elm were steeper than anticipated and additional driveway concrete is necessary to revise the slope of the drives. This modification also includes quantities to extend the mill and overlay on Elm south about 400 additional feet. Since this project was designed several years ago, the conditions of the asphalt between the south end of the project and the Houston/Elm intersection has greatly deteriorated and now needs repair.

**Additions to the original contract:**

| Item #                  | Item                                  | Unit | Price   | Quantity | Amount              |
|-------------------------|---------------------------------------|------|---------|----------|---------------------|
| 303                     | Aggregate Base (Type A)               | CY   | \$36.00 | 716.00   | \$25,776.00         |
| 411(A)                  | Asphalt Concrete, Type A (PG64-22 OK) | TON  | \$53.00 | 2,500.00 | \$132,500.00        |
| 417                     | Cold Milling Pavement                 | SY   | \$3.00  | 2,709.54 | \$8,128.62          |
| 610(B)                  | 8" Concrete Driveway (H.E.S.)         | SY   | \$45.00 | 382.42   | \$17,208.90         |
| <b>Total Additions:</b> |                                       |      |         |          | <b>\$183,613.52</b> |

**Deletions to the original contract:**

| Item #           | Item | Unit | Price  | Quantity | Amount |
|------------------|------|------|--------|----------|--------|
| N/A              | None | N/A  | \$0.00 | 0.00     | \$0.00 |
| Total Deletions: |      |      |        |          | \$0.00 |

**This Change is a Net Overrun: \$183,613.52**

|                              |                          |             |
|------------------------------|--------------------------|-------------|
| <u>Submitted:</u>            | Engineer                 | Date: _____ |
| <u>Approved:</u>             | Contractor               | Date: _____ |
| <u>Recommended/Approved:</u> | Director, Engr. & Const. | Date: _____ |
| <u>Approved:</u>             | Acting City Manager      | Date: _____ |

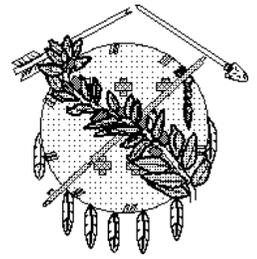
This change brings the project up to date on all issues of cost increases and time increases as of: 06/27/12

This change was approved at the City Council/BAMA meeting held on: \_\_\_\_\_  
Original Clerk---Original Contractor---Original File---Copy to Finance



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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Department of Engineering and Construction**  
**Subject: Approval of Major Quantity Change Order MQ01 for the  
"Turnpike" Portion of the Interchange at the Creek Turnpike  
and Aspen Avenue**

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**Background:** The Creek Turnpike and Aspen Avenue Interchange is a result of a cooperative agreement with the Oklahoma Turnpike Authority (OTA) to provide additional access and egress ramps to and from the Turnpike at Aspen Avenue. The construction contract was awarded to Sherwood Construction Co., Inc. The construction work was substantially completed on May 18, 2012 (date of ribbon cutting). Final contract quantities have now been determined. This contract modification is to adjust the final contract quantities as measured on the "Turnpike" portion pay items. (An accompanying Quantity Change Modification is being presented separately for the "Aspen Street" portion of the project). This adjustment results in a net decrease of \$60,745.72. Since the original contract of \$5,625,989.10 utilized all of the \$1,750,000.00 provided by the Oklahoma Turnpike Authority as their share, funding of this modification will result in less money required from the Sales Tax Capital Improvements fund going towards the Turnpike portion of the contract.

**Cost:** \$ -60,745.72 (Decrease)

**Prepared By:** **Kenneth D. Schwab, P.E., CFM**  
**Director of Engineering and Construction**

**Reviewed By:** **Legal Department**  
**Finance Department**

**Approved By:** **Russell Gale, Acting City Manager**

**Attachments:** **Major Change Order MQ01**

**Recommendation:** Approve and Authorize Execution of Major Quantity Change MQ01.

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**CITY OF BROKEN ARROW, OKLAHOMA  
ENGINEERING/CONSTRUCTION DEPARTMENT  
APPLICATION FOR APPROVAL OF "MAJOR" CHANGE OF QUANTITY**

Name: Sherwood Construction Co., Inc.

Contract Number: CKT-MC-12

Location: Interchange Creek Turnpike and Aspen Ave. (Turnpike Ramps)

Date: July 19, 2012

Major Quantity Change Number MQ01

**Approval is requested for the following major changes:**

1. Total Number of Days Added by this Quantity Change:
2. Revise Contract Quantities in accordance with the table below.
3. Install Handholes to Overhead Sign Structure Uprights.

**Which are necessary for the following reasons:**

1. No days added by this change order.
2. The additions and deletions listed below are needed to adjust Contract Quantities to those actually used in the field to complete this project.
3. Overhead Sign Structure handholes on sheet 92 of the Contract Drawings are only on the front uprights. Additional hand holes are required on the back uprights to allow access for electrical and communication wires.

**Additions to the original contract:**

| Item #  | Item                                     | Unit | Price      | Quantity                | Amount             |
|---------|--|------|------------|-------------------------|--------------------|
| 325     | Separator Fabric                         | SY   | \$1.25     | 1,993.69                | \$2,492.11         |
| 411 (C) | Superpave, Type S4 (PG 64-22)            | TON  | \$90.00    | 68.52                   | \$6,166.80         |
| 414 (B) | Dowel Jointed P.C.C. Pavt. (Placement)   | SY   | \$16.50    | 338.52                  | \$5,585.58         |
| 414 (G) | P.C. Concrete for Pavement               | CY   | \$105.00   | 191.00                  | \$20,055.00        |
| 601 (I) | Filter Fabric (Rip Rap)                  | SY   | \$1.50     | 589.56                  | \$884.34           |
| 613 (A) | 18" R.C. Pipe Class III                  | LF   | \$50.00    | 8.00                    | \$400.00           |
| 613 (L) | 18" Prefab Culvert end Sec. Round        | EA   | \$400.00   | 1.00                    | \$400.00           |
| 619 (B) | Removal of Asphalt Pavement              | SY   | \$2.00     | 1,268.06                | \$2,536.12         |
| 619 (B) | Removal of Concrete Pavement             | SY   | \$4.00     | 97.33                   | \$389.32           |
| 619 (B) | Removal of Fence                         | LF   | \$2.50     | 486.00                  | \$1,215.00         |
| 623 (A) | Beam Guardrail W-Beam Single             | LF   | \$20.00    | 350.00                  | \$7,000.00         |
| 623 (F) | Guardrail Anchor Unit (Type B)           | EA   | \$500.00   | 4.00                    | \$2,000.00         |
| 623 (G) | Guardrail End Treatment (GET)            | EA   | \$2,500.00 | 4.00                    | \$10,000.00        |
| 802 (B) | 1" PVC SCH. 40 Plastic Conduit Trenched  | LF   | \$5.00     | 26.00                   | \$130.00           |
| 803     | Pull Box (Size II)                       | EA   | \$400.00   | 10.00                   | \$4,000.00         |
| 804 (A) | Structural Concrete                      | CY   | \$600.00   | 25.90                   | \$15,540.00        |
| 804 (B) | Reinforcing Steel                        | LB   | \$2.50     | 139.20                  | \$348.00           |
| 856 (A) | Traffic Stripe (Multi-Poly) (4" Wide)    | LF   | \$0.65     | 330.00                  | \$214.50           |
| SP-5    | Overhead Sign Structure Upright handhole | LS   | \$1,178.82 | 1.00                    | \$1,178.82         |
|         |  |      |            | <b>Total Additions:</b> | <b>\$80,535.59</b> |

**Deletions to the original contract:**

| Item #  | Item  | Unit  | Price      | Quantity                | Amount              |
|---------|---|-------|------------|-------------------------|---------------------|
| 229     | Ditch Liner Protection                      | LF    | \$2.00     | 1,119.00                | \$2,238.00          |
| 303 (A) | Aggregate Base Type A                       | CY    | \$35.00    | 857.30                  | \$30,005.50         |
| 414 (A) | P.C. Concrete Pavement (Placement)          | SY    | \$15.00    | 79.58                   | \$1,193.70          |
| 501 (A) | Structural Excavation Unclassified          | CY    | \$21.00    | 0.89                    | \$18.69             |
| 509 (A) | Class AA Concrete                           | CY    | \$350.00   | 14.84                   | \$5,194.00          |
| 509 (D) | Class C Concrete                            | CY    | \$265.00   | 20.29                   | \$5,376.85          |
| 511 (A) | Reinforcing Steel                           | LB    | \$0.75     | 3,180.60                | \$2,385.45          |
| 601 (A) | Type I Plain RipRap                         | TON   | \$27.00    | 67.24                   | \$1,815.48          |
| 609 (A) | Conc. Curb (6" Barrier-Integal)             | LF    | \$3.50     | 446.00                  | \$1,561.00          |
| 610 (A) | 4" Conc. Sidewalk                           | SY    | \$30.00    | 96.00                   | \$2,880.00          |
| 619 (B) | Removal of Concrete Pavement                | SY    | \$4.00     | 97.33                   | \$389.32            |
| 619 (B) | Removal of RipRap                           | SY    | \$4.00     | 1.33                    | \$5.32              |
| 619 (C) | Sawing Pavement                             | LF    | \$3.50     | 4,973.00                | \$17,405.50         |
| 624 (A) | Fence, Style WWF                            | LF    | \$5.00     | 239.00                  | \$1,195.00          |
| 624 (E) | Fence Style CLF (6' High, Class A)          | LF    | \$20.00    | 3.00                    | \$60.00             |
| 802 (A) | 3" Galv. Steel Elect. Cond. Pushed or Bored | LF    | \$60.00    | 34.00                   | \$2,040.00          |
| 802 (B) | 2" PVC SCH 40 Plastic Conduit Trenched      | LF    | \$6.00     | 1,572.00                | \$9,432.00          |
| 807     | Breakaway Base (Des. B)                     | EA    | \$700.00   | 2.00                    | \$1,400.00          |
| 809 (A) | (PL) Roadway Luminaire                      | EA    | \$2,000.00 | 2.00                    | \$4,000.00          |
| 811     | Electrical Conductor AWG 10                 | LF    | \$1.25     | 6,659.00                | \$8,323.75          |
| 850 (A) | Sheet Aluminum Signs                        | SF    | \$15.00    | 48.00                   | \$720.00            |
| 850 (B) | Ext. Alum. Pan. Sgn. (Ovrhd Signs)          | SF    | \$25.00    | 48.00                   | \$1,200.00          |
| 851 (A) | 4" @ 13 Galv. Stl. Wd. Flange               | LF    | \$20.00    | 31.50                   | \$630.00            |
| 851 (A) | 8" @ 31 Galv. Stl. Wd. Flange               | LF    | \$20.00    | 42.50                   | \$850.00            |
| 851 (B) | 3 1/2" @ 9.11 Galv. Stl. Pipe Post          | LF    | \$20.00    | 34.00                   | \$680.00            |
| 851 (C) | 2" Square Tube Post                         | LF    | \$10.00    | 2.00                    | \$20.00             |
| 853     | Delineators (Type 1, Code 1, Flexible)      | EA    | \$40.00    | 80.00                   | \$3,200.00          |
| 857 (A) | Construction Traffic Stripe                 | LF    | \$0.25     | 139.00                  | \$34.75             |
| 877 (A) | Portable Longitudinal Barrier               | LF    | \$3.50     | 322.00                  | \$1,127.00          |
| 880 (K) | Surveillance Traffic Control                | SD    | \$100.00   | 63.00                   | \$6,300.00          |
| 880 (L) | Traffic Surveillance, Police                | HOURL | \$65.00    | 416.00                  | \$27,040.00         |
| 882 (A) | Portable Changeable Message Sign            | SD    | \$20.00    | 128.00                  | \$2,560.00          |
|         |   |       |            | <b>Total Deletions:</b> | <b>\$141,281.31</b> |

**This Change is a Net Underrun: \$60,745.72**

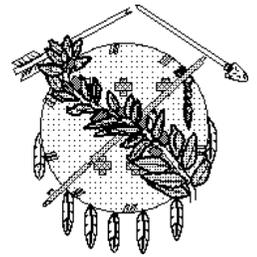
Submitted: \_\_\_\_\_ Engineer Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Contractor Date: \_\_\_\_\_  
 Recommended/Approved: \_\_\_\_\_ Director, Engr. & Const. Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Acting City Manager Date: \_\_\_\_\_

This change brings the project up to date on all issues of cost increases and time increases as of: 07/19/12

This change was approved at the City Council/BAMA meeting held on: \_\_\_\_\_  
 Original Clerk---Original Contractor---Original File---Copy to Finance

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Department of Engineering and Construction**  
**Subject: Consideration and Approval of Minor Quantity Change Order Q01 for the "Aspen Street" Portion of the Interchange at the Creek Turnpike and Aspen Avenue**

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**Background:** The Creek Turnpike and Aspen Avenue Interchange is a result of a cooperative agreement with the Oklahoma Turnpike Authority (OTA) to provide additional access and egress ramps to and from the Turnpike at Aspen Avenue. The construction contract was awarded to Sherwood Construction Co., Inc. The construction work was substantially completed on May 18, 2012 (date of ribbon cutting). Final contract quantities have now been determined. This contract modification is to adjust the final contract quantities as measured on the "Aspen Street" portion pay items. (An accompanying Major Change Modification is being presented separately for the "Turnpike" portion of the project). This final quantity adjustment modification results in a net increase of \$17,451.46. Funding for the Aspen Street portion of the project and this modification is provided from savings of the 2008 Bond.

**Cost:** \$ 17,451.46

**Prepared By:** Kenneth D. Schwab, P.E., CFM  
Director of Engineering and Construction

**Reviewed By:** Legal Department  
Finance Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Minor Quantity Change Order Q01

**Recommendation:** Approve and Authorize Execution of Minor Quantity Change Order Q01.

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**CITY OF BROKEN ARROW, OKLAHOMA  
ENGINEERING/CONSTRUCTION DEPARTMENT**

**APPLICATION FOR APPROVAL OF "MINOR" CHANGE OF QUANTITY**

Name: Sherwood Construction Co., Inc.

Contract Number: ST0915

Location: Interchange Creek Turnpike and Aspen Avenue (Aspen Avenue)

Date: July 19, 2012

Minor Quantity Change Number Q01

**Approval is requested for the following minor changes:**

1. Total Number of Days Added by this Change Order: 0
2. Revise Contract Quantities in accordance with the table below.

**Which are necessary for the following reasons:**

1. No days added by this change order.
2. The Additions and Deletions listed below are needed to adjust Contract Quantities to those actually used in the field to complete this project.

**Additions to the original contract:**

| Item #                  | Item                                   | Unit | Price    | Quantity | Amount             |
|-------------------------|--|------|----------|----------|--------------------|
| 303 (A)                 | Aggregate Base Type A                  | CY   | \$35.00  | 328.75   | \$11,506.25        |
| 411 (B)                 | Superpave, Type S3 (PG 64-22 OK)       | TON  | \$70.00  | 116.22   | \$8,135.40         |
| 411 (C)                 | Superpave Type S4 (PG 64-22 OK)        | TON  | \$90.00  | 7.85     | \$706.50           |
| 414 (G)                 | P.C. Concrete for Pavement             | CY   | \$105.00 | 2.12     | \$222.60           |
| 609 (A)                 | Conc. Curb (6" Barrier-Integral)       | LF   | \$3.50   | 406.00   | \$1,421.00         |
| 610 (A)                 | 4" Concrete Sidewalk                   | SY   | \$30.00  | 58.28    | \$1,748.40         |
| 610 (I)                 | Tactile Warning Device-New             | SF   | \$16.00  | 16.00    | \$256.00           |
| 619 (B)                 | Removal of Fence                       | LF   | \$2.50   | 509.00   | \$1,272.50         |
| 802 (B)                 | 3" PVC SCH 40 Plastic Conduit Trenched | LF   | \$10.00  | 909.00   | \$9,090.00         |
| 803 (A)                 | Pull Box (Size II)                     | EA   | \$800.00 | 3.00     | \$2,400.00         |
| 811                     | I/C NO. 6 Elect. Cond.                 | LF   | \$2.25   | 221.00   | \$497.25           |
| 834 (A)                 | 5/C Traffic Signal Electrical Cable    | LF   | \$1.40   | 2,265.00 | \$3,171.00         |
| 834 (A)                 | 15/C Traffic Signal Electrical Cable   | LF   | \$4.00   | 156.00   | \$624.00           |
| 850 (A)                 | Sheet Aluminum Signs                   | SF   | \$35.00  | 104.50   | \$3,657.50         |
| 857 (A)                 | Construction Traffic Stripe            | LF   | \$0.25   | 2,594.00 | \$648.50           |
| <b>Total Additions:</b> |  |      |          |          | <b>\$45,356.90</b> |

**Deletions to the original contract:**

| Item #                  | Item                                    | Unit | Price    | Quantity | Amount             |
|-------------------------|---|------|----------|----------|--------------------|
| 325                     | Separator Fabric                        | SY   | \$1.25   | 174.08   | \$217.60           |
| 411 (B)                 | Dowel Jointed P.C.C. Pavt. (Placement)  | SY   | \$16.50  | 283.53   | \$4,678.25         |
| 619 (B)                 | Removal of Asphalt Pavement             | SY   | \$2.00   | 857.00   | \$1,714.00         |
| 624 (A)                 | Fence, Style WWF                        | LF   | \$5.00   | 16.00    | \$80.00            |
| 802 (B)                 | 2" PVC SCH. 40 Plastic Conduit Trenched | LF   | \$7.00   | 245.00   | \$1,715.00         |
| 802 (B)                 | 3" PVC SCH 40 Plastic Conduit Bored     | LF   | \$30.00  | 237.00   | \$7,110.00         |
| 803 (A)                 | Pull Box (Size I)                       | EA   | \$500.00 | 1.00     | \$500.00           |
| 811                     | I/C NO. 10 Elect. Cond.                 | LF   | \$1.20   | 178.00   | \$213.60           |
| 811                     | 2/C Shielded No. 12 Elect. Cond.        | LF   | \$1.20   | 464.00   | \$556.80           |
| 834 (A)                 | 7/C Traffic Signal Electrical Cable     | LF   | \$2.00   | 233.00   | \$466.00           |
| 834 (A)                 | 9/C Traffic Signal Electrical Cable     | LF   | \$2.50   | 582.00   | \$1,455.00         |
| 824 (A)                 | 12/C Traffic Signal Electrical Cable    | LF   | \$3.00   | 500.00   | \$1,500.00         |
| 856 (A)                 | Traffic Stripe (Multi-Poly) (4" Wide)   | LF   | \$0.80   | 1,474.00 | \$1,179.20         |
| 877 (A)                 | Portable Longitudinal Barrier           | LF   | \$2.00   | 3,260.00 | \$6,520.00         |
| <b>Total Deletions:</b> |   |      |          |          | <b>\$27,905.45</b> |

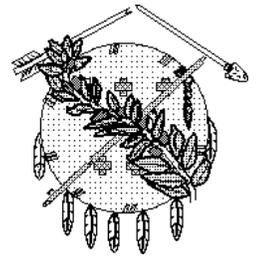
**This Change is a Net Overrun: \$17,451.46**

|                             |                          |             |
|-----------------------------|--------------------------|-------------|
| Submitted: _____            | Engineer                 | Date: _____ |
| Approved: _____             | Contractor               | Date: _____ |
| Recommended/Approved: _____ | Director, Engr. & Const. | Date: _____ |
| Approved: _____             | Acting City Manager      | Date: _____ |

This change brings the project up to date on all issues of cost increases and time increases as of: 07/19/12  
Original Clerk---Original Contractor---Original File---Copy to Finance

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Office of the Department of Engineering and Construction**  
**Subject: Approve bids received, award the lowest and best bid, and approval of and authorization to execute a construction contract with CEI, Incorporated, for Central Park Restroom**

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**Background:** The Central Park Restroom is a 2008 Quality of Life GO Bond project. The building is a 600-square-foot split-face concrete block structure with a standing-seam metal roof, designed by Planning Design Group and Cyntergy AEC, LLC. The project was advertised for bids on July 9 and 16, 2012, and bids were opened July 31, 2012. Four bids were received. The low bidder was CEI, Incorporated, with a bid of \$135,423.00. The Architect's estimate was \$168,500.00. Staff recommends that the project be awarded to CEI, Incorporated, for a total contract cost of \$135,423.00. Funds will come from the 2008 Quality of Life GO Bonds

**Cost:** \$135,423.00

**Prepared By:** Kenneth D. Schwab, P.E., Engineering & Construction Department Director

**Reviewed By:** Legal Department  
Finance Department  
Parks and Recreation Department

**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** Bid Tabulation

**Recommendation:** Approve bids received, award the lowest and best bid to CEI Incorporated, and approve and authorize execution of a contract for construction of the Central Park Restroom.

KDS:tdh

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**BID TAB FOR CENTRAL PARK RESTROOM BUILDING**  
**PROJECT NO. 116015 BID NO. 13.109**

**BID OPENING ON 07/31/2012 AT 3PM AT CITY OF BROKEN ARROW OPERATIONS BUILDING**

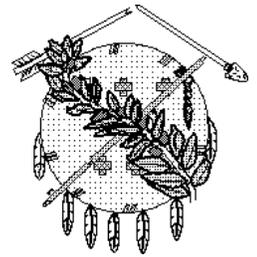
| Item #                 | Pay/Item Description                  | Unit | Quantity | ENGINEER'S ESTIMATE |               | CEI Incorporated |               | Builders Unlimited Inc. |               | Magnun Construction, Inc. |               | Helterbrand Builders, LLC |               |
|------------------------|---------------------------------------|------|----------|---------------------|---------------|------------------|---------------|-------------------------|---------------|---------------------------|---------------|---------------------------|---------------|
|                        |                                       |      |          | Unit Cost           | Extension     | Unit Cost        | Extension     | Unit Cost               | Extension     | Unit Cost                 | Extension     | Unit Cost                 | Extension     |
| 1                      | Restroom Building - Complete in Place | LS   | 1.00     | \$ 168,500.00       | \$ 168,500.00 | \$ 135,423.00    | \$ 135,423.00 | \$ 136,640.00           | \$ 136,640.00 | \$ 153,500.00             | \$ 153,500.00 | \$ 160,000.00             | \$ 160,000.00 |
| <b>TOTAL BASE BID:</b> |                                       |      |          | \$                  | 168,500.00    | \$               | 135,423.00    | \$                      | 136,640.00    | \$                        | 153,500.00    | \$                        | 160,000.00    |

I certify that this is a true and correct Tabulation of Bids received at 3:00 p.m. on July 31, 2012. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

  
 Thomas D. Hendrix, P.E.  
 City Engineer

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council Members  
**From:** Development Services Department  
**Subject:** Approval of BAZ 1880, 11.83 acres, R-1, R-3, and SP 3 and 55 to ON, one-quarter mile north of New Orleans Street (101<sup>st</sup> Street), east of Elm Place (161<sup>st</sup> E. Avenue)

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**Background:** BAZ 1880 is a request to rezone 11.83 acres from R-1, R-3, and SP 3 and 55 to ON. The unplatted property, which contains the Arrow Heights Baptist Church, is located one-quarter mile north of New Orleans, east of Elm Place.

SP 3 was conditionally approved by the City Council on September 7, 1976, for a multi-ministry building and worship center for Arrow Heights Baptist Church. On January 4, 1988, SP 55, a request for modifications to SP 3, was reviewed and approved by the City Council. One of the conditions associated with SP 55 was that 60-feet of right-of-way be dedicated along Elm Place, which has occurred. However, there is no record of a 17.5-foot utility easement being dedicated adjacent to Elm Place.

The Church wants to install an electronic message board on the west part of their property next to Elm Place. Electronic message boards are not permitted in any residentially zoned property, even with a Specific Use Permit. As a result, the Church is requesting that the zoning on the property be changed from R-1 and R-3 (residential) to ON (office neighborhood). Electronic message boards are allowed in the ON district, but must setback at least 200 feet from any residential property and 20 feet from the ultimate right-of-way line. This is approximately the location of their existing sign. No information has been presented regarding the size, height, and location of the proposed sign. If BAZ 1880 is ultimately approved by the City Council, any sign that met the commercial sign regulations of the Zoning Ordinance would be allowed. Churches are a permitted use in the ON district and do not require a specific use permit.

The property is designated as Level 3 in the Comprehensive Plan. In Level 3, ON zoning is considered to be in conformance with the Comprehensive Plan. The Planning Commission considered this case on July 12, 2012 and recommended approval of the request, as recommended by staff. There were 4 persons present and one adjoining resident spoke regarding his concerns about the possibility of the church's future expansion, if this zoning were to be approved.

**Cost:** None

**Prepared By:** Farhad K. Daroga, City Planner

**Reviewed By:** Michael Skates, Development Services Director  
Legal Department

**Approved By:** **Russell Gale, Acting City Manager**

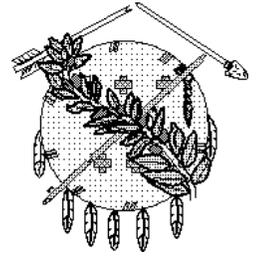
**Attachments:** Planning Comm. Report dated 07-12-12  
Case map  
Aerial photo  
Aerial photo with sign setback dimensions  
Comprehensive Plan Map  
Information provided by applicant  
Minutes from September 7, 1976, City Council meeting  
Minutes from January 4, 1988, City Council meeting  
Deed of dedication for 60-foot right-of-way on Elm Place

**Recommendation:** Approve BAZ 1880, a request to rezone 11.83 acres from R-1, R-3, and SP 3 and 55 to ON, as recommended by the Planning Commission and staff along with the dedication of the utility easement along Elm Place.

ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_

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**Broken Arrow Planning Commission  
Meeting of: 07-12-12**



**To:** Chairman and Commission Members  
**From:** Office of the City Planner  
**Subject:** BAZ 1880, 11.83 acres, R-1, R-3, and SP 3 and 55 to ON, one-quarter mile north of New Orleans Street (101<sup>st</sup> Street), east of Elm Place (161<sup>st</sup> E. Avenue)

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**Background:**

|                         |  |
|-------------------------|--|
| <b>Applicant:</b>       | Robert H. Green, Arrow Heights Baptist Church  |
| <b>Owner:</b>           | Arrow Heights Baptist Church   |
| <b>Developer:</b>       | Arrow Heights Baptist Church   |
| <b>Engineer:</b>        | NA   |
| <b>Location:</b>        | One-quarter mile north of New Orleans Street (101 <sup>st</sup> Street), east of Elm Place (161 <sup>st</sup> E. Avenue) |
| <b>Size of Tract:</b>   | 11.83 acres  |
| <b>Number of Lots:</b>  | 2 lots   |
| <b>Present Zoning:</b>  | R-1, R-3, and SP 3 and 55  |
| <b>Proposed Zoning:</b> | ON   |
| <b>Comp Plan:</b>       | Level 3  |
| <b>Staff Planner:</b>   | Brent Murphy   |

BAZ 1880 is a request to rezone 11.83 acres from R-1, R-3, and SP 3 and 55 to ON. The unplatted property, which contains the Arrow Heights Baptist Church, is located one-quarter mile north of New Orleans, east of Elm Place.

The Church wants to install an electronic message board on the west part of their property next to Elm Place. Electronic message boards are not permitted in any residentially zoned property, even with a Specific Use Permit. As a result, the Church is requesting that the zoning on the property be changed from R-1 and R-3 to ON. Electronic message boards are allowed in the ON district, but must setback at least 200 feet from any residential property and 20 feet from the ultimate right-of-way line. This is approximately the location of their existing sign. No information has been presented regarding the size, height, and location of the proposed sign. If BAZ 1880 is ultimately approved by the City Council, any sign that met the commercial sign regulations of the Zoning Ordinance would be allowed. Churches are a permitted use in the ON district and do not require a specific use permit.

SP 3 was conditionally approved by the City Council on September 7, 1976, for a multi-ministry building and worship center for Arrow Heights Baptist Church. On January 4, 1988, SP 55, a request for modifications to SP 3, was reviewed and approved by the City Council. One of the conditions associated with SP 55 was that 60-feet of right-of-way be dedicated along Elm Place, which has occurred. However, there is no record of a 17.5-foot utility easement being dedicated adjacent to Elm Place.

ACTION: APPROVAL: \_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_ DENIAL: \_\_\_\_ TABLED: \_\_\_\_ VOTE: \_\_\_\_

Surrounding land uses and zoning classifications include the following:

|                               |                            |
|-------------------------------|----------------------------|
| North: R-3                    | Vandever East addition     |
| East: R-3                     | Vandever East addition     |
| South: CG/PUD 4 and A-1/SP 43 | Shopping Center and church |
| West: CG/PUD 3                | Bank and medical offices   |

The property is designated as Level 3 in the Comprehensive Plan. In Level 3, ON zoning is considered to be in conformance with the Comprehensive Plan.

**Attachments:** Case map  
Aerial photo  
Aerial photo with sign setback dimensions  
Comprehensive Plan Map  
Information provided by applicant  
Minutes from September 7, 1976, City Council meeting  
Minutes from January 4, 1988, City Council meeting  
Deed of dedication for 60-foot right-of-way on Elm Place

**Recommendation:** With BAZ 1880, applicant is requesting a change in zoning so they can have an electronic message board sign. However, the question is not about signage, but whether or not ON zoning is appropriate at this location.

The property is designated as Level 3 in the Comprehensive Plan. Although the Church has no intention of constructing an office building at this location, it would be an appropriate land use according to the Comprehensive Plan. Just like office buildings, churches are recognized as a permitted use in the ON district. Therefore, based on the Comprehensive Plan, the location of the property and

surrounding land uses, Staff recommends BAZ 1880 be approved and SP 3 and 55 be abrogated since they are no longer needed.

The Zoning Ordinance requires any changes in zoning to be approved subject to the property being platted. Right-of-way has been dedicated along Elm Place, but not a 17.5 foot utility easement. Staff recommends that platting be waived, subject to a 17.5 foot utility easement being dedicated along Elm Place as per the Subdivision Regulations.

**Reviewed by: Farhad K. Daroga**

FKD: BDM

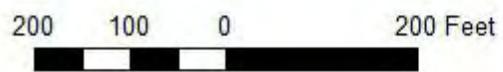




Elm Place

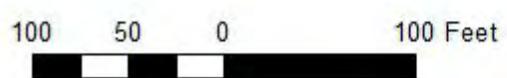
New Orleans Street

BAZ 1880  
Arrow Height Baptist Church



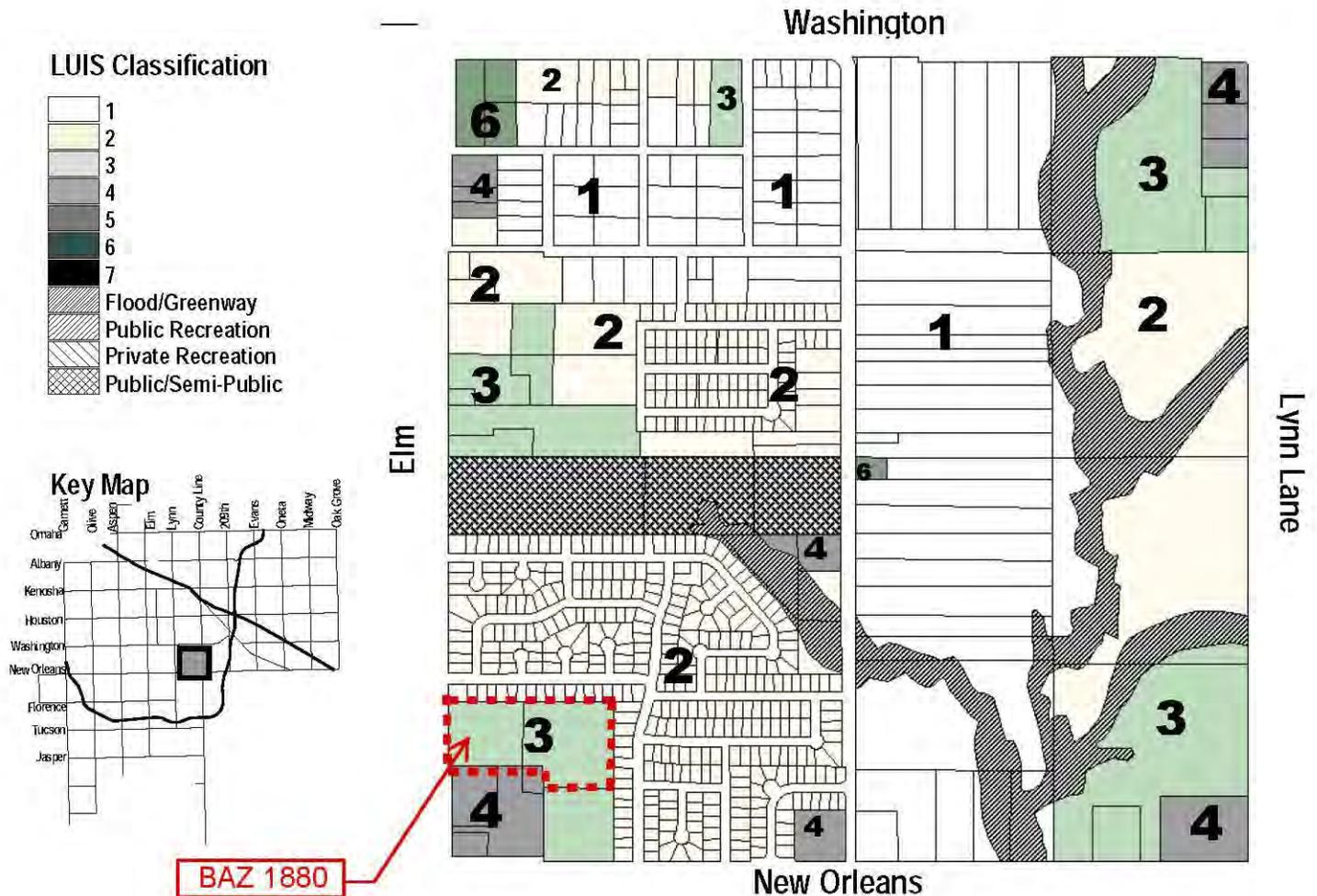


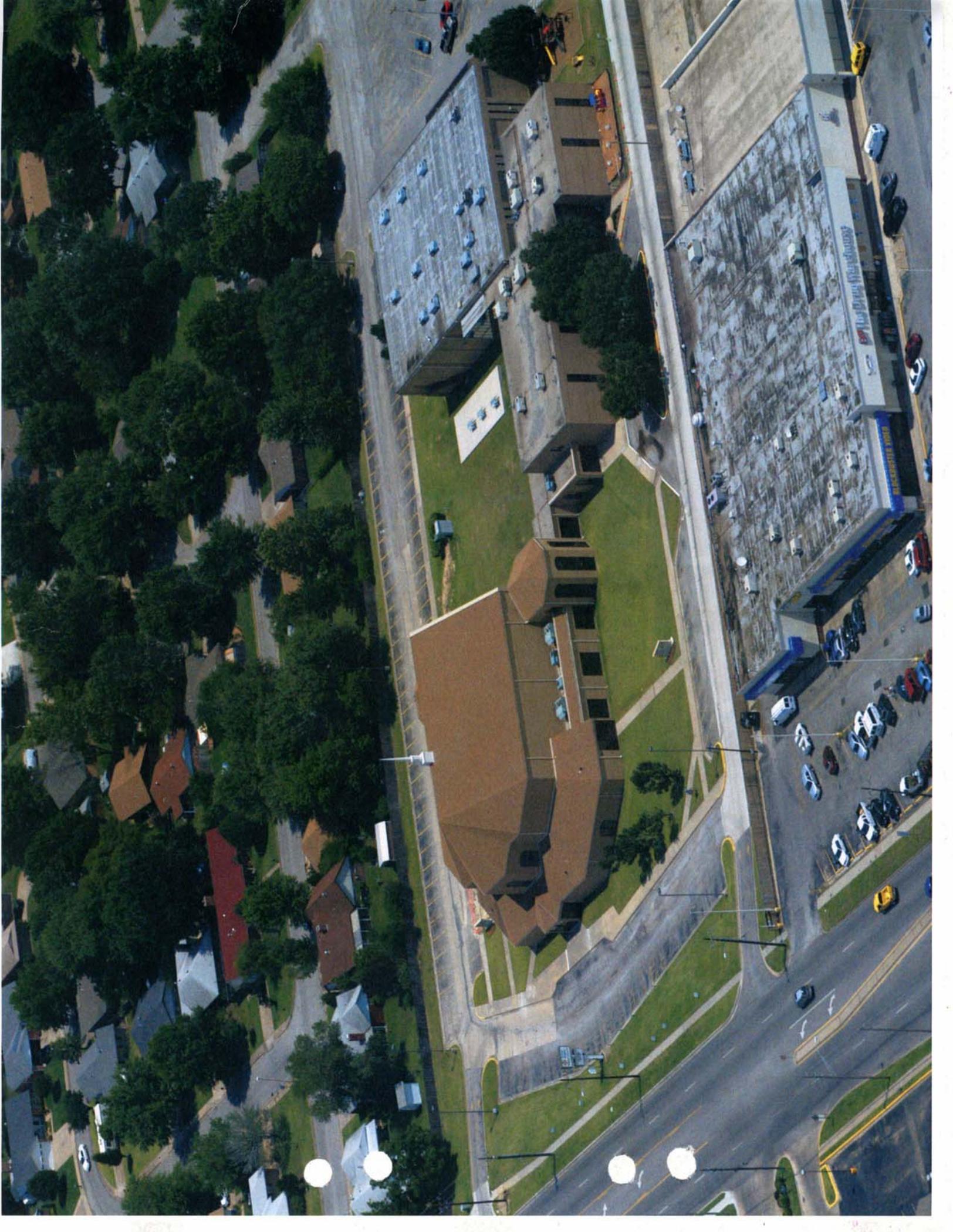
BAZ 1880  
Arrow Height Baptist Church

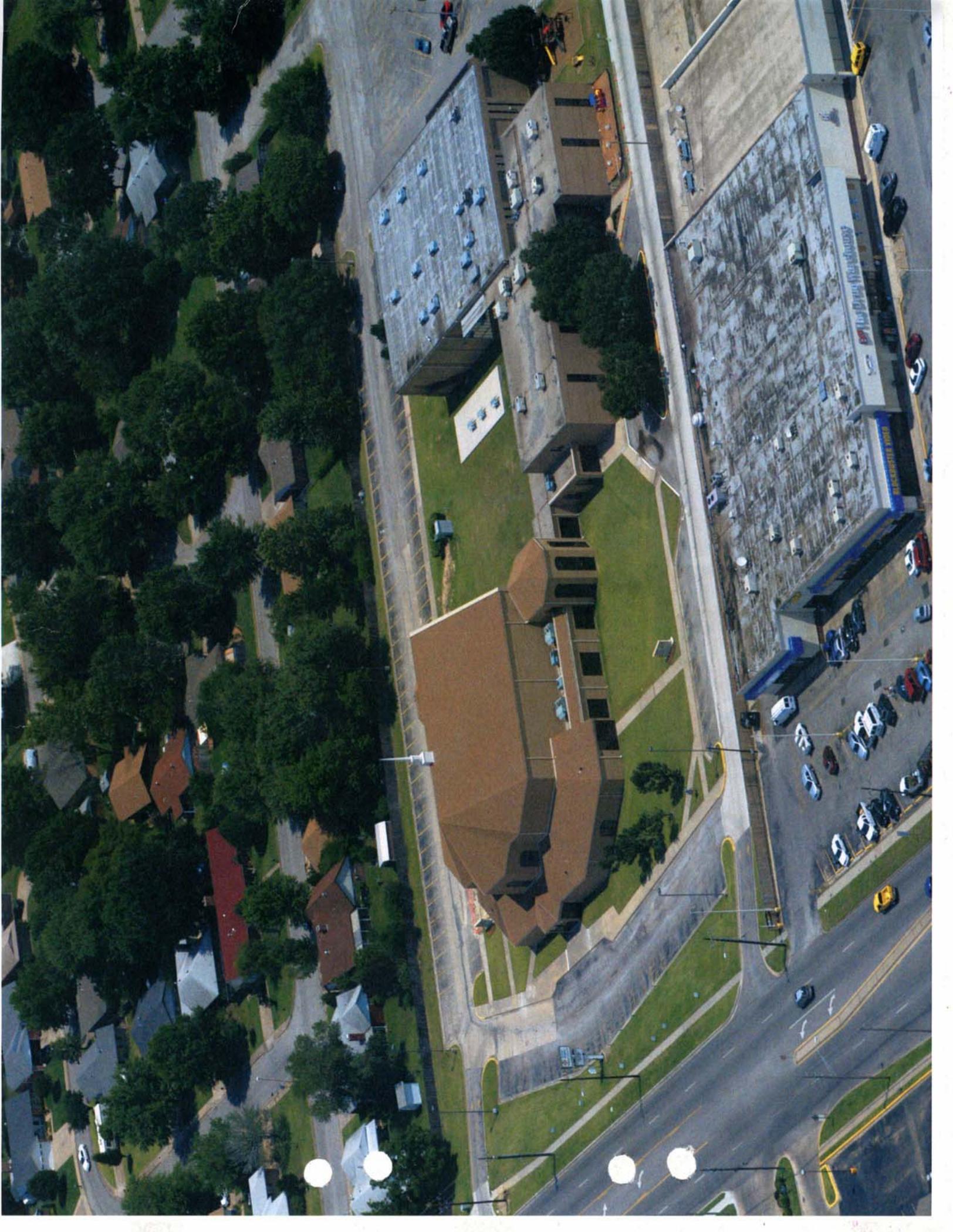


### Washington/Lynn Lane/New Orleans/Elm Place (Section 23-18-14)

Level 6 designations are given to tracts in the northwest corner based on existing zoning and land use. A Level 6 designation is also given to a tract on the east side of 1<sup>st</sup> Place in the middle of the Section because of existing zoning. Level 4 designations are given to commercial zoned and used tracts in the southwest corner. Level 4 designations are given to tracts in the northwest corner south of Atlanta based on existing zoning and land use. Level 4 designations are also given to tracts in the northeast corner based on zoning patterns and the LUIS model. Level 4 designations are also given to tracts in the southeast corner based on the LUIS model. A Level 4 designation is also given to an undeveloped, C-2 zoned tract at the intersection of 1<sup>st</sup> Place and New Orleans. Level 3 designations are given to tracts zoned O-2 north of Sequoyah Middle School. Level 3 designations are also given to tracts in the southeast corner between the Level 4 area and the floodplain and in the northeast quarter of the northeast quarter section in accordance with the LUIS model. A Level 3 designation is also given to tracts currently used for a place of worship in the southwest corner as a buffer between Level 4 and Level 2 areas according to the LUIS model. Level 2 designations are proposed for remaining developed areas in the southwest quarter section, the southern half of the northwest quarter section and for the southeastern quarter of the northeast quarter section and the northeastern quarter of the southeast quarter section. A Level 1 designation is given to Arrow Acres and Swanda Acres subdivisions and for the large lot parcel in western halves of the northeast and southeast quarter sections based on the intensity of existing development and the likelihood that these areas will not change in the immediate future.









# Arrow Heights Baptist Church

SHARING THE WORD

JOIN US 9:15 WORSHIP 10:45

GRIEFSHARE

WEDNESDAYS 6:30PM

[WWW.ARROWHEIGHTS.ORG](http://WWW.ARROWHEIGHTS.ORG)



Aye: Cheek, Hood, Duensing, Reynolds

Nay: None

Motion carried.

BASP #3 was considered next, Arrow Heights Baptist Church multi-ministry building and worship center. Stan Ewing gave the background. The applicant was present. Wilbur Maxwell spoke for the application. Residents at 309 West Ithica, 501 West Ithica, 3012 South Birch, and 305 West Ithica were present and protested portions of the application.

A motion was made by Councilman Duensing to grant the specific use permit subject to the conditions as set out by the Planning Commission and Staff with a change in the wording on Condition #3.

Vice Mayor Cheek declared the motion dead for want of a second.

A motion was made by Councilman Reynolds to table the application for two weeks. Seconded by Councilman Hood.

Aye: Hood, Reynolds

Nay: Cheek, Duensing

Motion did not carry.

Motion by Councilman Hood to approve the application and allowing use of north and east access points. Seconded by Councilman Reynolds.

Aye: Hood, Reynolds

Nay: Cheek, Duensing

Motion did not carry.

Motion by Councilman Duensing to approve the application, to close the stub street to the north and allow access from stub street to the east. Seconded by Councilman Reynolds.

Aye: Duensing, Reynolds

Nay: Cheek, Hood

Motion did not carry.

A motion was made by Councilman Duensing to approve the application, requiring two vehicular access points to Elm Place and allowing no access via existing residential subdivision stub streets at the north property line and changing the wording of Condition #3 to read: that letter of release from utility companies be received prior to passing of ordinance, and allowing access to east stub street and to the south; and subject to other conditions as listed. Seconded by Councilman Reynolds.

Aye: Cheek, Hood, Duensing, Reynolds

Nay: None

Motion carried.

A group of residents were in attendance requesting sidewalks for the children attending the Intermediate High School and Sequoyah Jr. High School. A petition was submitted, signed by the parents of children attending these schools. The necessity of a large number of these children having to cross Elm Place was pointed out.

The City Manager proposed the School Staff, City Staff, County Commissioner, and Highway Patrol meet and determine the best possible way to solve this problem. Jim Whitlock recommended a cost study be made and preliminary plans be drawn as to the most feasible way to install sidewalks in the

**CITY COUNCIL MINUTES**

**January 4, 1988**

The Broken Arrow City Council met in regular session in the Council Chambers on Monday, January 4, 1988 at 7:30 p.m. The meeting was called to order by Mayor Hood. Roll was called by the City Clerk.

**Present:** Mayor Nick Hood  
Vice Mayor Jim Reynolds  
Councilman Johnnie Parks  
Councilman Tony Petrik  
Councilman Bob Henry

**Staff Present:** Jim Whitlock, City Manager  
Brenda Rinehart, Asst. City Manager  
Gary Blackford, Asst. City Manager  
Larry Spurlock, City Clerk  
Michael Vanderburg, City Attorney  
Jay Stump, INCOG Planner

**Staff Absent:** Farhad Daroga, City Planner

Motion by Vice Mayor Reynolds, second by Councilman Parks to approve the minutes of December 21, 1987 as received.

Aye: Hood, Reynolds, Parks, Petrik

Nay: None

Abstained: Henry

Motion carried.

Motion by Councilman Parks, second by Councilman Henry to approve the minutes of December 28, 1987 as received.

Aye: Hood, Reynolds, Parks, Petrik, Henry

Nay: None

Motion carried.

The Council considered SP #55, a specific use permit for Arrow Heights Baptist Church. Jay Stump, INCOG Planner, gave the background and referred to the church's letter of request dated December 31, 1987 for certain waivers and allowances. Councilman Parks inquired if the Staff discussed the needed right of way on Elm Place. Mr. Stump stated the 70' right of way was briefly discussed along with the need to reduce parking spaces on the west alongside Elm Place but nothing was resolved.

Reverend Green commended the Council for its wisdom in tabling this item from the last meeting as the subsequent meeting with

Staff was very productive. He stated the only real point of difference between Staff and the church is the Staff's request for sprinklering the balcony areas as they will be built of non-combustible materials meeting code. Fire Marshal Bill Deatherage advised he feels the balconies need to be sprinklered not only from a property protection standpoint but life safety as well. Councilman Parks questioned the type of building materials planned for the roof. The Fire Marshal stated it will be constructed of Class A materials which will limit the distance embers would radiate from the building. Councilman Petrik questioned the wisdom of not requiring the sanctuary to be sprinklered when it has a seating capacity of 1200.

Mr. Deatherage advised there will be an early detection fire alarm system which will assist persons getting to the corridors where there are sprinklers constructed. Councilman Henry inquired if there are other buildings since 1978 wherein the sprinkler system was not required. The Fire Marshal stated there are none. In response to a question from the audience, the Fire Marshal stated the high school has a sub-level partially sprinklered gymnasium. In response to Councilman Parks, the Fire Marshal advised the sprinklers are needed in the balcony because of its exposure to more poisonous gases and a fire from the corridor as well as it would create a fire barrier between the sanctuary and the corridors. He also stated the system proposed will be a standard system and not a domestic one. Vice Mayor Reynolds spoke in favor of the height waiver if the sprinkler system is imposed for the balcony, because of the life and property safety factors as well as the need to keep fire insurance rates for all citizens of Broken Arrow as fair as possible. The City Manager advised although the church will incur more expense in putting in an engineered sprinkling system to accommodate the balconies, the Staff feels it is a must and a fair compromise for other issues. Councilman Parks also spoke in favor of supporting the Fire Marshal's request for the sprinklered balcony. Vice Mayor Reynolds re-introduced the entrance/exit point to the north and advised he has no objection to opening the street back up but would like to know it will not be objectionable to the neighbors. Reverend Green advised there were problems associated with the construction activity on both this site and the K-Mart site to the south with lots of dust disturbing the adjacent neighborhood which may have contributed to their wanting the street closed. Councilman Henry questioned where the 70' right of way stands. The City Manager stated the Staff did not push for this at its meeting with the church and it will need to be addressed by the Council through a waiver of the requirement. Reverend Green stated the church would prefer to address this situation when the City prepares to 6-lane Elm Place. The City Manager advised the

City could accept 60' right of way in this location. Reverend Green asked that the Council leave this from its action tonight since the board has not considered the right of way issue and it had not been previously discussed by Staff. Leon Ragsdale, architect on the project, advised the 60' right of way would allow the parking being proposed by the church.

The City Manager clarified the zoning ordinance does not allow parking within the front yard setback and this issue, too, needs to be addressed. Jay Stump suggested the Council could implement a 70' setback if it so desires to allow parking within the front yard setback. The City Manager proposed the Council approve the church's request contingent upon Staff's further negotiations with the church for the 60' right of way. Vice Mayor Reynolds advised he would prefer that all items be addressed at one time.

Motion by Vice Mayor Reynolds, second by Councilman Parks to approve SP #55 with the previously negotiated areas including the 35' height being waived, requirement of a fire suppression system, north entrance (Cedar Ave) be opened and that parking be allowed 70' from the centerline of Elm Place subject to dedication of 60' right of way.

Aye: Hood, Reynolds, Parks, Petrik, Henry

Nay: None

Motion carried.

The Council considered a request to allow the sale of fireworks inside the City limits at six locations: 1) 9417 S. Garnett; 2) 2625 South Elm Place; 3) NE/corner 71st and Lynn Lane; 4) 71st and County Line, west of Walmart; 5) SW/corner 121st and Elm Pl. and 6) NE/corner Hwy 51 and 239th E. Ave. Robert Flanagan, Executive Vice President of OK Fireworks, presented the request stating the company is local and has been in business since 1952 and the 6 contracts were entered into in good faith. He further stated it takes about 5 years to establish a location and three of the sites included in the request have been established in excess of 15 years. Councilmen Henry advised he feels this item was misplaced on the agenda and Item #6 should be discussed first, regarding the Council's enforcement of the fireworks ordinance.

Motion by Councilman Henry, second by Councilman Parks to table Item #5 until after discussion of Item #6.

Aye: Hood, Reynolds, Parks, Petrik, Henry

Nay: None

Motion carried.

The Council discussed the enforcement of the fireworks ordinance. Jim Whitlock, City Manager presented the results of the Staff's



as its President 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 and in the capacity therein stated.

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

MY COMMISSION EXPIRES:

August 5, 1970

Shirley A. McDaniel  
Notary Public

APPROVED AS TO FORM:

Michael R. Handberg  
City Attorney

APPROVED AS TO SUBSTANCE:

J. W. H.  
City Manager

Engineer DAU 11-2-89

Checked 11/2/89



RECEIVED

BOB GREEN  
pastor

October 27, 1989

89 OCT 27 PM 3: 15

CITY OF BROKEN ARROW

City of Broken Arrow  
200 Municipal Center  
Broken Arrow, Ok 74012

RE: Arrow Heights Baptist Church

LEGAL DESCRIPTION:

TRACT THREE: 3201 South Elm Place (Front)

A tract of land located in the West Half of the Southwest Quarter of the Southwest Quarter (W/2 SW/4 SW/4) of Section Twenty-Three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows to wit: BEGINNING at a point on the West line of said Section 23, said point being 634.00 feet North of the Southwest Corner thereof; thence Easterly and parallel to the South line of said Section 23, a distance of 524.82 feet; thence Northerly and parallel to the West line of said Section 23, a distance of 415.00 feet; thence Westerly and parallel to the South line of said Section 23, a distance of 524.82 feet to a point on the West line of said Section 23; thence, Southerly along said West line a distance of 415.00 feet to the point of beginning.

ARROW HEIGHTS BAPTIST CHURCH  
BUSINESS MEETING, OCTOBER 15, 1989:

Bob Green made motion as follows:

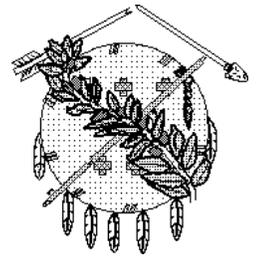
Arrow Heights Baptist Church give to City of Broken Arrow an additional 10 feet on front of property.

Sid Ford seconded motion.  
Motion carried.

**Arrow Heights Baptist Church**

3201 S. Elm Place • Broken Arrow, OK 74012 • (918) 455-5020

**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council Members  
**From:** Development Services Department  
**Subject:** Approval of PT12-105, conditional final plat of Granite Works, 1 lot, 0.51 acres, CH/PUD 215, one-half mile north of Houston Street (81<sup>st</sup> Street), east of Elm Place (161<sup>st</sup> East Avenue)

**Background:** The conditional final plat for Granite Works consists of 1 lot on 0.51 acres. The property, which is located one-half mile north of Houston Street, east of Elm Place, is currently zoned CH. On May 15<sup>th</sup>, 2012, the City Council conditionally approved PUD 215. PUD 215 was approved subject to the property being platted. The preliminary plat was approved by the Planning Commission on June 14, 2012, subject to an attached checklist.

The existing access point onto Elm Place has been closed and replaced by an entry centered on the alley way south of the property. The centerline of the access point onto Commercial Street will be located 114.9 feet from the section line along Elm Place.

The Technical Advisory Committee (TAC) reviewed and recommended approval of this plat on July 10, 2012, with the attached condition list. The Planning Commission, in their meeting of July 12, 2012, also recommended that PT12-105 be conditionally approved, as recommended by the TAC and Staff.

**Cost:** None

**Prepared By:** Farhad K. Daroga, City Planner

**Reviewed By:** Michael Skates, Development Services Director  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

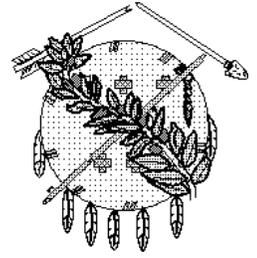
**Attachments:** Planning Commission Fact Sheet, July 12, 2012  
Subdivision Plat Review Checklist  
Conditional Final Plat for Granite Works

**Recommendation:** Approve PT12-105, conditional final plat for Granite Works, subject to the attached checklist.

**Reviewed by:** Farhad K. Daroga

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**Broken Arrow Planning Commission**  
**Meeting of: 7-12-12**



**To:** Chairman and Commission Members  
**From:** Office of the City Planner  
**Subject:** PT12-105, conditional final plat of Granite Works, 1 lot, 0.51 acres,  
CH/PUD 215, one-half mile north of Houston Street (81<sup>st</sup> Street),  
east of Elm Place (161<sup>st</sup> East Avenue)

---

**Background:**

|                        |  |
|------------------------|--|
| <b>Applicant:</b>      | Russell Muzika, GEODECA Land Surveying Company   |
| <b>Owner:</b>          | Patrick Cale, Granite Works, LLC   |
| <b>Developer:</b>      | Granite Works, LLC.  |
| <b>Engineer:</b>       | Walter P. Moore & Associates, Inc.   |
| <b>Location:</b>       | One-half mile north of Houston Street (81st Street), east of Elm Place (161st East Avenue) |
| <b>Size of Tract:</b>  | 0.51 acres   |
| <b>Number of Lots:</b> | 1 lot  |
| <b>Present Zoning:</b> | CH (PUD 215 approved subject to platting)  |
| <b>Comp Plan:</b>      | Level 6  |

The conditional final plat for Granite Works consists of 1 lot on 0.51 acres. The property, which is located one-half mile north of Houston Street, east of Elm Place, is currently zoned CH. On May 15<sup>th</sup>, 2012, the City Council conditionally approved PUD 215. PUD 215 was approved subject to the property being platted. The preliminary plat was approved by the Planning Commission on June 14, 2012, subject to an attached checklist.

The existing access point onto Elm Place has been closed and replaced by an entry centered on the alley way south of the property. The centerline of the access point onto Commercial Street will be located 114.9 feet from the section line along Elm Place.

The Technical Advisory Committee (TAC) will review the conditional final plat for Granite Works on July 10<sup>th</sup> 2012.

**Attachments:** Subdivision Plat Review Checklist  
Conditional Final Plat for Granite Works

**Recommendation:** Staff recommends PT12-105, conditional final plat for Granite Works, be approved subject to the attached checklist.

**Reviewed by: Farhad K. Daroga**

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

## PLAT INFORMATION

NAME OF PLAT: Granite Works  
CASE NUMBER: PT12-105  
COUNTY: Tulsa  
COUNTY PARCEL IDENTIFICATION NUMBER: 79600841111790  
SECTION/TOWNSHIP/RANGE: 11/T18N/R14E  
GENERAL LOCATION: ½ mile north of Houston Street, east of Elm Place  
CURRENT ZONING: CH (PUD-215 approved subject to platting)  
SEWER BASIN: Haikey Creek Basin  
WATER SHED: Haikey Creek Basin

ENGINEER: Walter P. Moore & Associates, Inc.  
ENGINEER ADDRESS: Triad I, 7666 East 61<sup>st</sup> Street, Suite 475  
Tulsa, Oklahoma 74133  
ENGINEER PHONE NUMBER: 918-806-7200

DEVELOPER: Granite Works, LLC (Attention: Patrick Cale)  
DEVELOPER ADDRESS: 1525 North York Street  
Muskogee, Oklahoma 74403  
DEVELOPER PHONE NUMBER: 918-682-0064

## PRELIMINARY PLAT

APPLICATION MADE: May 29, 2012  
TOTAL ACREAGE: 0.51  
NUMBER OF LOTS: 1  
TAC MEETING DATE: June 12, 2012  
PLANNING COMMISSION MEETING DATE: June 14, 2012  
COMMENTS:

1.  List both addresses, 205 S. Elm Place and 523 W. Commercial Street.
2.  Add "RW" to the legend.
3.  In Section II of the covenants, 1<sup>st</sup> paragraph, delete reference to Ordinance No., adoption date, and publication date. Ordinance for the PUD will not be prepared until after the plat is recorded.
4.  Place case number (PT12-105) in lower right corner of plat.
5.  Show the following storm water disposition note on the site plan: Storm water detention accommodations for this site are provided in accordance with Fee-In-Lieu Of Detention Determination # DD-XXXXXX-XX. Proposed increased impervious area for this site is x,xxx square feet. The fee shall be paid to the City of Broken Arrow prior to, or at the time of, building permit issuance. In the preceding note, XXXXXX-XX = the assigned DD number for this project.
6.  Show the 15 feet of ROW dedicated by this plat as 15.00 feet.
7.  Show the 4 feet of alleyway dedicated by this plat as 4.00 feet.
8.  Show the final 24 feet of alleyway as 24.00 feet.
9.  Show the final 60 feet of ROW along South Elm Place as 60.00 feet.
10.  Show the units for the dimensions for the 1763.93 number from the SW corner of the section and for the 110.94 number for the west boundary of the tract.

## CONDITIONAL FINAL PLAT

NAME OF PRELIMINARY PLAT: Granite Works  
APPLICATION MADE: June 25, 2012  
TOTAL ACREAGE: 0.51  
NUMBER OF LOTS: 1  
TAC MEETING DATE: 07/10/2012  
PLANNING COMMISSION MEETING DATE: 07/12/2012  
CITY COUNCIL MEETING DATE: 08/07/2012  
COMMENTS:

11.  Identify Sheet 2 as "Sheet 2 of 2".

12. \_\_\_ Section II.B of Covenants pertaining to PUD 215, delete "Except for areas of entry and exist and windows, the exterior walls of all store buildings along the west facade will be of brick or rock construction and the north and south sides will be of masonry material with the lower four feet being of brick or rock construction." Add the following to Section II, "I. Exterior Building Materials – Section 5.8.G.1 of the Zoning Ordinance requires that all building facades facing a public or private street be constructed of masonry, concrete panels, glass block, glass curtain walls, Exterior Insulated Finished Systems (EIFS), or stucco. The PUD will tighten current CH standards by requiring full brick or rock along the west facade. The north and south sides will be of masonry material, but only the lower four feet will be brick or rock.
13. \_\_\_ Add the address disclaimer.
14. \_\_\_ Submit detailed engineering drawings for review and acceptance by the City.
15. \_\_\_ The conditional final plat and the "no exceptions taken" engineering drawings must agree with respect to Limits of Access and No Access, easements both internal and external, reserve areas, 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 in these areas.
16. \_\_\_ See applicable engineering plans review comments and meetings notes for other comments/conditions that may impact the plat in the areas of rights-of-way, easements, lot lines, traffic calming, etc. These plat review comments are not intended to contain all previous or future City comments made in review of engineering plans or in meetings - coordinate all applicable comments for this project with all submitted instruments for review by the City.
17. \_\_\_ On the Vicinity Map, show the county arterial street names in parentheses underneath the City of Broken Arrow arterial street names.
18. \_\_\_ Show the block number for the lots in the Homestead Addition plat south of the alleyway.
19. \_\_\_ On the left side of the drawing, completed the missing information shown in red.
20. \_\_\_ In the title of the plat and in the Certificate/Deed of Dedication, show the "East 10 Feet of Lot Eighteen" as "East 10.00 Feet of Lot Eighteen".
21. \_\_\_ On the plat drawing, omit "Street" from "(South 161<sup>st</sup> Street East Avenue)".
22. \_\_\_ Deed of Dedication and Restrictive Covenants, Section I.B.5. – correct the spacing of the words.
23. \_\_\_ Deed of Dedication and Restrictive Covenants, Section I.F. – the reference in the first line to Albany Street and Aspen Avenue appears to be incorrect.
24. \_\_\_ Deed of Dedication and Restrictive Covenants, Section I.G. – omit this section, as there does not appear to be a sanitary sewer easement dedication on this plat.
25. \_\_\_ Deed of Dedication and Restrictive Covenants, Section III.A. – in the last line, change "reasonable attorneys fees" to read "reasonable attorney's fees" and correct the spelling of "incurred".

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

### **UTILITY COMPANY APPROVAL OF FINAL PLAT**

- \_\_\_ NATURAL GAS COMPANY APPROVAL
- \_\_\_ ELECTRIC COMPANY APPROVAL
- \_\_\_ TELEPHONE COMPANY APPROVAL
- \_\_\_ CABLE COMPANY APPROVAL

### **CITY OF BROKEN ARROW APPROVAL OF FINAL PLAT**

- \_\_\_ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:
- \_\_\_ FINAL PLAT SENT TO ENGINEERING DEPARTMENT FOR FINAL REVIEW ON:

### **ENGINEERING APPROVAL**

- \_\_\_ STORMWATER PLANS, APPROVED ON:
- \_\_\_ PAVING PLANS, APPROVED ON:
- \_\_\_ WATER PLANS, APPROVED ON:
- \_\_\_ SANITARY SEWER PLANS, APPROVED ON:
- \_\_\_ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
- \_\_\_ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
- \_\_\_ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT
- \_\_\_ MONUMENTS SHOWN ON PLAT
- \_\_\_ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED
- \_\_\_ SIDEWALK PERFORMANCE AND MAINTENANCE BOND
- \_\_\_ PERFORMANCE BONDS OR ESCROW AGREEMENT POSTED FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING

\_\_\_\_\_ ENGINEERING DEPARTMENT REVIEW COMPLETE, PLAT RETURNED TO PLANNING DEPARTMENT ON:

### PLANNING DEPARTMENT APPROVAL

\_\_\_\_\_ CORPORATION COMMISSION LETTER OF CERTIFICATE OF NON-DEVELOPMENT SUBMITTED (OR PLUGGING RECORD)

\_\_\_\_\_ PLANNING DEPARTMENT REVIEW COMPLETE ON:

### DEVELOPMENT SERVICES APPROVAL

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

### FEES

|   |          |
|---|----------|
| _____ FINAL PLAT PROCESSING FEE                                 | \$ _____ |
| _____ WATER LINE (S) UNDER PAYBACK CONTRACT                     | \$ _____ |
| _____ EXCESS SEWER CAPACITY FEE                                 | \$ _____ |
| _____ ACCELERATION/DECELERATION LANES ESCROW                    | \$ _____ |
| _____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS         | \$ _____ |
| _____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS         | \$ _____ |
| _____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS                 | \$ _____ |
| _____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST                | \$ _____ |
| _____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.       | \$ _____ |
| _____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.       | \$ _____ |
| _____ STREET SIGNS, LIGHTS, ETC.                                | \$ _____ |
| _____ STORM WATER FEE-IN-LIEU OF DETENTION (026 0000 371 02 00) | \$ _____ |
| TOTAL FEE   | \$ _____ |

### FINAL PROCESSING OF PLAT

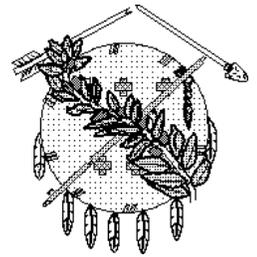
\_\_\_\_\_ DEVELOPMENT ENGINEER SUBMIT FINAL PLAT FOR MAYOR AND CITY CLERK SIGNATURE  
\_\_\_\_\_ FEES PAID ON: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_  
\_\_\_\_\_ DEVELOPMENT ENGINEER PICK UP FINAL PLAT FOR FILING  
\_\_\_\_\_ 12 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT





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**Broken Arrow City Council  
Meeting of: 8-7-12**



**To: Mayor and City Council**  
**From: Department of Engineering and Construction**  
**Subject: Accept a General Warranty Deed given by Billy Don Lepp and Charlotte Sue Lepp, husband and wife**

---

**Background:** This General Warranty Deed is given by Billy Don and Charlotte Sue Lepp, husband and wife for the purpose of the conveyance of a flood-prone structure to the City of Broken Arrow. The City of Broken Arrow has received FY 2007 Community Development Block Grant (CDBG) Entitlement Funds. A project selected for this program is the acquisition of a flood-prone structure located in the Federal Emergency Management Agency (FEMA) Zone X and the Broken Arrow Regulatory Floodplain. A contract to convey the parcel to the City, and the authorization to expend the funds for the contract purchase price along with all closing costs associated with the closing of the transaction was approved by the Mayor and City Council on the 6-4-12 meeting. The deed has been filed of record in the Tulsa County Clerk's office. Staff recommends the acceptance of the deed.

**Cost:** None

**Prepared By:** Kenneth D. Schwab, Director of Engineering & Construction

**Reviewed By:** Finance Department  
Legal Department

**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** General Warranty Deed

**Recommendation:** Accept the General Warranty Deed

**KDS:pkd**

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**



Tulsa County Clerk - EARLENE WILSON  
Doc # 2012066301 Page(s): 2  
Recorded 07/10/2012 at 11:23 AM  
Receipt # 346222 Fee \$15.00

No Doc Stamps  
OS 68 3202 (11)

GENERAL WARRANTY DEED

(Oklahoma Statutory Form)

THIS INDENTURE, made this 3<sup>rd</sup> day of July, 2012 between **Billy Don Lepp** and **Charlotte Sue Lepp**, husband and wife, parties of the first part, hereinafter called party grantor and **City of Broken Arrow, Oklahoma**, a municipal corporation, party of the second part, party grantee.

WITNESSETH: That in consideration of the sum of Ten Dollars and NO/100-----(\$10.00), receipt of which is hereby acknowledged, said grantor does, by these presents, grant, bargain, sell and convey unto said party grantee, its successors and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

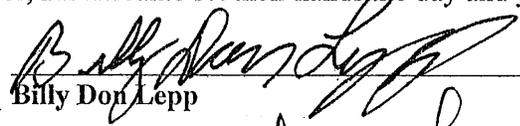
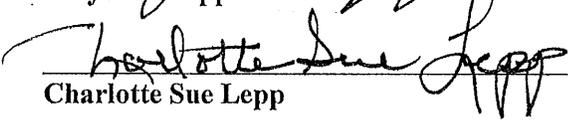
Lots Ten (10), Eleven (11), and Twelve (12), Block Sixteen (16), NORTH SIDE ADDITION to the Town of Broken Arrow, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof, LESS the West 50 feet for street.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party grantor, their successors and assigns do hereby covenant, promise and agree to and with said party grantee, at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same is free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgment, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements and building restrictions of record.

And that party grantor will WARRANT AND FOREVER DEFEND the same unto the said party grantee, its successors and assigns, against said party grantor, their heirs, successors or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

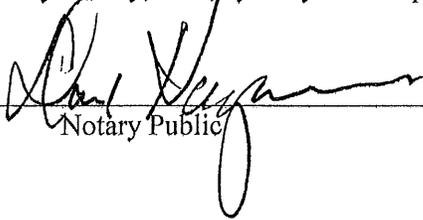
IN WITNESS WHEREOF, the said party grantor, has hereunto set their hands the day and year above written.

  
\_\_\_\_\_  
Billy Don Lepp  
  
\_\_\_\_\_  
Charlotte Sue Lepp

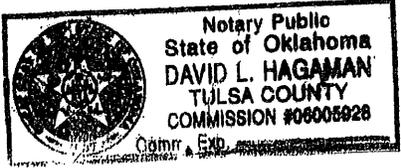
TULSA ABSTRACT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

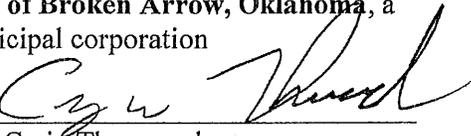
This instrument was acknowledged before me this 3rd day of July, 2012, by Billy Don Lepp and Charlotte Sue Lepp, husband and wife.

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

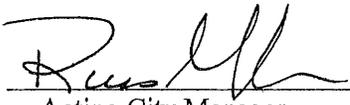
My Commission Expires: 6/16/2014  
Commission No.: \_\_\_\_\_



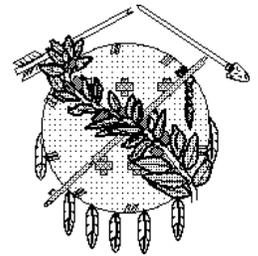
Accepted this 3<sup>rd</sup> day of July, 2012 by:

City of Broken Arrow, Oklahoma, a  
municipal corporation  
By:   
\_\_\_\_\_  
Craig Thurmond,  
Mayor

Approved as to Form:  
  
\_\_\_\_\_  
Asst. City Attorney

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

**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Approval of Acceptance of a Utility Easement and Deed of Dedication located in a tract of land belonging to Jeffrey and Robyn Havener, of Wagoner County, located approximately one half mile north of Tucson Street (121st Street South) and east of 23rd Street (193rd East Avenue), Broken Arrow (NW/4 Section 31, T18N, R15E)

---

**Background:** Jeffrey and Robyn Havener are providing utility easement and deed of dedication for zoning requirements related to property improvements.

City staff has reviewed and recommends acceptance of the Utility Easements and Deed of Dedication.

**Cost:** Recording fees

**Prepared By:** Michael W. Skates, P.E., CFM, Development Services Director

**Reviewed By:** Engineering and Construction  
Utilities Department  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Utility Easement  
Exhibit A  
Deed of Dedication  
Exhibit A

**Recommendation:** Accept the Utility Easement and Deed of Dedication.

**UTILITY  
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

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

**See Attached Exhibit 'A'**

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

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

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

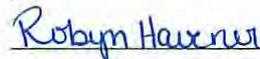
PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this

18 day of June 2012.

  
\_\_\_\_\_  
Jeffrey Havener

  
\_\_\_\_\_  
Robyn Havener

State of Oklahoma )  
 )  
County of TULSA )

Before me, the undersigned, a Notary Public within and for said County and State, on this 18 day of June 20 12, personally appeared to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

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

My Commission expires: 11-15-14

Mary Jo Thomas

Notary Public



Approved as to Form:

Lisli Myers 7-23-12  
Asst. City Attorney

Approved as to Substance:

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

Engineer: (initials) checked: (initials) 7-23-12

Project:

**EXHIBIT 'A'**

**UTILITY EASEMENT  
LOT 8, BLOCK 1  
ARROWWOOD ESTATES-ONE**

A TRACT OF LAND BEING A PART OF LOT EIGHT (8), BLOCK ONE (1), ARROWWOOD ESTATES-ONE AMENDED, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 1 OF SAID SUBDIVISION;  
THENCE NORTH 90°00'00" EAST A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00°00'00" EAST A DISTANCE OF 140.16 FEET;  
THENCE NORTH 90°00'00" EAST A DISTANCE OF 10.25 FEET;  
THENCE NORTH 00°00'00" EAST A DISTANCE OF 24.84 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 8;  
THENCE NORTH 90°00'00" EAST A DISTANCE OF 17.50 FEET;  
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 42.34 FEET;  
THENCE SOUTH 90°00'00" WEST A DISTANCE OF 10.25 FEET;  
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 122.66 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 8;  
THENCE SOUTH 90°00'00" WEST A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,067 SQUARE FEET OR 0.070 ACRES.

**EASEMENT CERTIFICATION**

I, JOSHUA R. LAMB, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

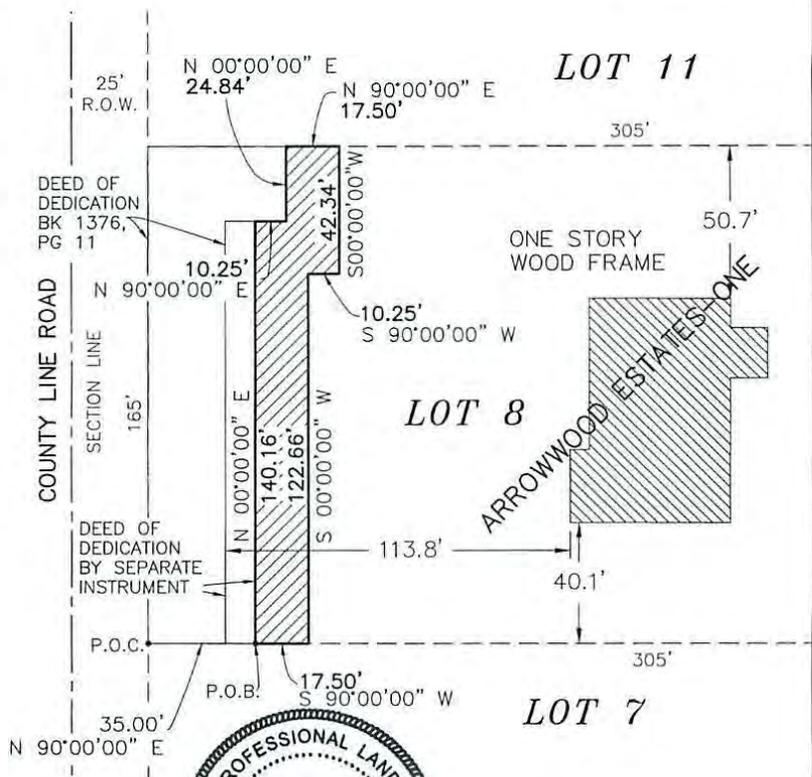
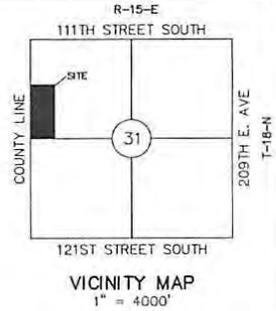


  
JOSHUA R. LAMB, PLS, PE  
OKLAHOMA P.L.S. #1678

TULSA LAND SURVEYING LLC  
CERTIFICATE OF AUTHORIZATION NO. 6038

# EXHIBIT A.1

## UTILITY EASEMENT LOT 8 ARROWWOOD ESTATES-ONE



TULSA LAND SURVEYING LLC  
1903 S. BOSTON AVE.  
TULSA, OK 74119  
(539) 664-5539  
CA 6038  
EXPIRES 6/30/2013



**DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

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

**SEE EXHIBIT "A"**

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

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

DATED this 18 day of June, 2012.

[Signature]  
Jeffrey Havener  
[Signature]  
Robyn Havener  
Robyn Havener

State of Oklahoma     )  
                                  ) ss.  
County of TULSA     )

Before me, the undersigned, a Notary Public within and for said County and State, on 18 day of June, 2012, personally appeared Jeffrey & Robyn Havener, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 11-15-14

[Signature]  
Notary Public





**EXHIBIT 'A'**

**DEED OF DEDICATION  
LOT 8, BLOCK 1  
ARROWWOOD ESTATES-ONE**

A TRACT OF LAND BEING LOT EIGHT (8), BLOCK ONE (1), ARROWWOOD ESTATES-ONE AMENDED, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 1 OF SAID SUBDIVISION;  
THENCE NORTH 90°00'00" EAST A DISTANCE OF 25.25 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00°00'00" EAST A DISTANCE OF 140.16 FEET;  
THENCE NORTH 90°00'00" EAST A DISTANCE OF 9.75 FEET;  
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 140.16 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 8;  
THENCE SOUTH 90°00'00" WEST A DISTANCE OF 9.75 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,367 SQUARE FEET OR 0.031 ACRES.

**REAL PROPERTY CERTIFICATION**

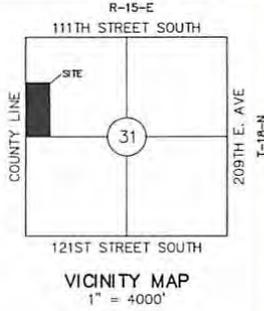
I, JOSHUA R. LAMB, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



  
JOSHUA R. LAMB, PLS, PE  
OKLAHOMA P.L.S. #1678

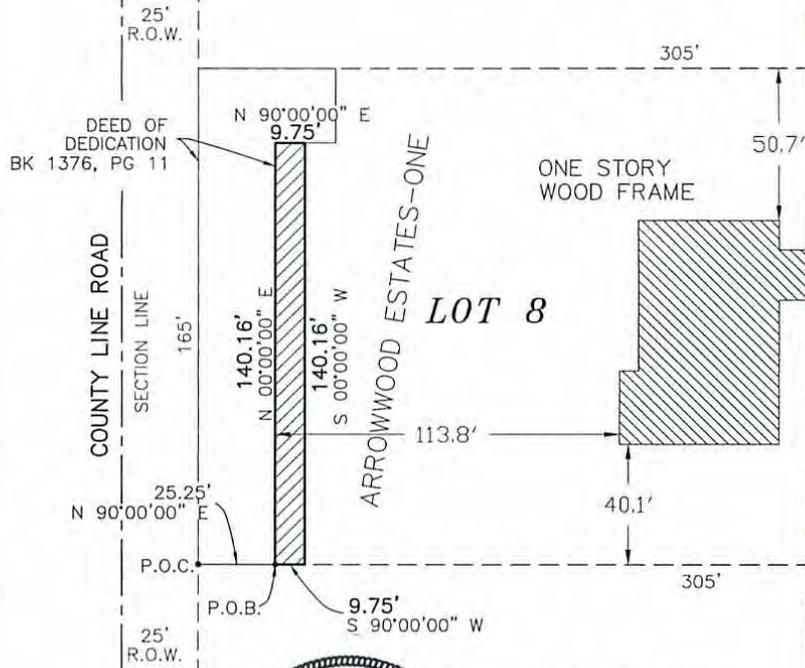
TULSA LAND SURVEYING LLC  
CERTIFICATE OF AUTHORIZATION NO. 6038  
CA EXPIRATION DATE: JUNE 30, 2013

**EXHIBIT A.1**  
**DEED OF DEDICATION**  
**LOT 8**  
**ARROWWOOD ESTATES-ONE**



1" = 50'

*LOT 11*

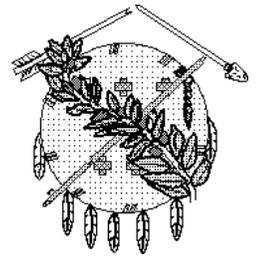


TULSA LAND SURVEYING LLC  
 1903 S. BOSTON AVE.  
 TULSA, OK 74119  
 (539) 664-5539  
 CA 6038  
 EXPIRES 6/30/2013



---

**Broken Arrow City Council  
Meeting of: 8-7-12**



**To:** Mayor and City Council  
**From:** Department of Engineering and Construction  
**Subject:** Acceptance of a Utility Easement located approximately 815 feet north and 24.75 feet east of South 161<sup>st</sup> East Avenue (Elm Place) and east 51<sup>st</sup> Street (Omaha Street) intersection from Trinity Creek Properties, Inc., (Sec 26 T19N R14E)(Project #WL 1201)(Tulsa Waterline Connection)

---

**Background:** The attached Utility Easement, is given by Trinity Creek Properties, Inc., an Oklahoma corporation, by separate instrument for the purpose of the construction of a 24 inch waterline connection to the City of Tulsa's 60 inch transmission waterline. Staff has reviewed this action and recommends approval.

**Cost:** \$1,330.00

**Prepared By:** Kenneth D. Schwab, Director of Engineering & Construction

**Reviewed By:** Legal Department

**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** Utility Easement

**Recommendation:** Accept the Utility Easement.

**KDS:pkd**

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**UTILITY EASEMENT  
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

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

**SEE EXHIBIT "A"**

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 20<sup>th</sup> day of July, 2012.

Trinity Creek Properties, Inc., an Oklahoma corporation

Steve Brown  
By: Steve Brown, Vice President

State of Oklahoma )  
County of Tulsa ) ss.

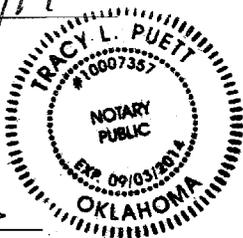
Before me, the undersigned, a Notary Public within and for said County and State, on this 20<sup>th</sup> day of July, 2012, personally appeared Steve Brown, of Trinity Creek Properties, Inc., an Oklahoma corporation, to me known to be the identical person(s) who executed the within and foregoing instrument as its Vice President, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

My Commission expires: 9/3/14

Tracy L. Puett  
Notary Public

Approved as to Form:  
Jason Adams  
Asst. City Attorney



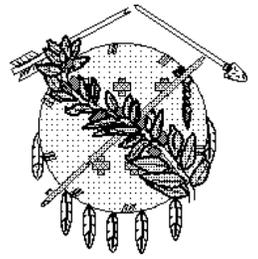
Approved as to Substance:  
\_\_\_\_\_  
Acting City Manager

Engineer: [Signature] checked: 7/27/12  
Project: TMUA Waterline Connection-Project # WL1201



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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Approval of Acceptance of Utility Easement located on a tract of land belonging to Indian Springs Baptist Church, located approximately one quarter mile north of Jasper Street (131st Street South) and just east of Elm Place (161st East Avenue) Broken Arrow (SW/4 S2 T17N R14E)

---

**Background:** The owner of the property is dedicating a utility easement for a fire line/water line to serve to accommodate utilities that will be relocated for the addition to the facility.

Staff has reviewed the documents and recommend acceptance of the easement.

**Cost:** None

**Prepared By:** Michael W. Skates, P.E., CFM, Development Services Director

**Reviewed By:** Engineering and Construction  
Utilities  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Utility Easement  
Exhibit A

**Recommendation:** Accept Utility Easement.

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_ **VOTE:** \_\_\_\_

**UTILITY EASEMENT  
CORPORATE OR PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Indian Springs Baptist Church by Bob Baker, its Trustee, the Owner (s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor", in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

(Utility Easement of Exhibit "A")

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 30 day of June 2012

\_\_\_\_\_  
Indian Springs Baptist Church

By \_\_\_\_\_

\_\_\_\_\_  
Bob Baker

State of Oklahoma    )  
County of Tulsa    )ss.

and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

My commission expires: 11-1-14

Carol Ann Evans  
Notary Public

Approved as to Form:

Approved as to Substance:

Lesli Myers 7-23-12  
Asst. City Attorney

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

Engineer: [Signature] checked: [Signature] 7-23-12  
Project:

# UTILITY EASEMENT EXHIBIT "A"

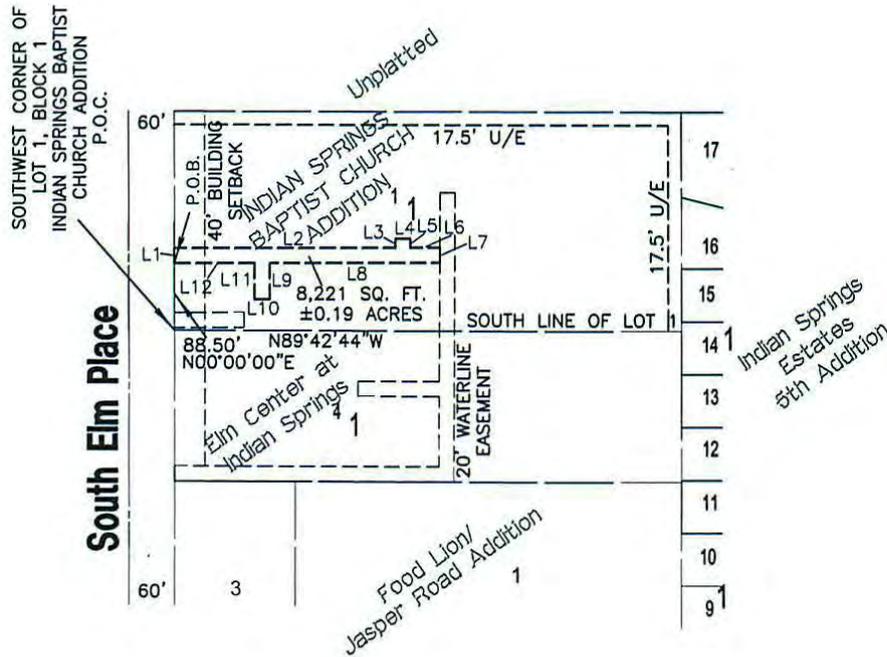
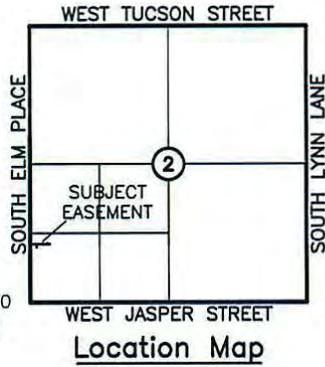
Page: 1 of 3

R 14 E

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 00°00'00" E | 20.00'   |
| L2         | N 90°00'00" E | 291.94'  |
| L3         | N 00°00'00" E | 12.13'   |
| L4         | N 90°00'00" E | 20.00'   |
| L5         | S 00°00'00" W | 12.13'   |
| L6         | N 90°00'00" E | 39.14'   |
| L7         | S 00°17'14" W | 20.00'   |
| L8         | N 90°00'00" W | 225.46'  |
| L9         | S 00°00'00" W | 47.92'   |
| L10        | N 90°00'00" W | 20.00'   |
| L11        | N 00°00'00" E | 47.92'   |
| L12        | N 90°00'00" W | 105.52'  |



Scale: 1"=200'



FILE: 121270

**Notes**

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE SOUTH LINE OF LOT 1 BLOCK 1 INDIAN SPRINGS BAPTIST CHURCH ADDITION - N89°42'44"W.
2. SEE PAGE 2 FOR LEGAL DESCRIPTION, AND SURVEYOR'S CERTIFICATE.



P.O. BOX 848, CHOCTEAU, OK 74337  
 PHONE: (918) 476-7484 FAX: (918) 476-7485  
 C.A. NO.: 4502 EXP. DATE: 6/30/14



**UTILITY EASEMENT EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A TRACT OF LAND THAT IS IN LOT ONE (1), BLOCK ONE (1), INDIAN SPRINGS BAPTIST CHURCH ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 4197 THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 INDIAN SPRINGS BAPTIST CHURCH ADDITION; THENCE N00°00'00"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 88.50 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING N00°00'00"E ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 20.00 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 291.94 FEET; THENCE N00°00'00"E FOR A DISTANCE OF 12.13 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 20.00 FEET; THENCE S00°00'00"W FOR A DISTANCE OF 12.13 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 39.14 FEET; THENCE S00°17'14"W FOR A DISTANCE OF 20.00 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 225.46 FEET; THENCE S00°00'00"W FOR A DISTANCE OF 47.92 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 20.00 FEET; THENCE N00°00'00"E FOR A DISTANCE OF 47.92 FEET; THENCE N90°00'00"W A DISTANCE OF 105.52 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 0.19 ACRES, MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON JULY 11, 2012 BY R. WADE BENNETT, PLS #1556 WITH THE BEARING BASED ON THE SOUTH LINE OF LOT ONE (1), BLOCK ONE (1) OF INDIAN SPRINGS BAPTIST CHURCH ADDITION AS N89°42'44"W.

**SURVEYOR'S CERTIFICATE**

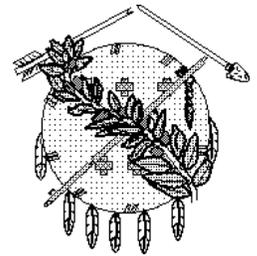
I, R. WADE BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND THAT THE SURVEY OF REAL PROPERTY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 11th DAY OF JULY, 2012.



R. WADE BENNETT, PLS  
OKLAHOMA NO.1556  
CERT. OF AUTH. NO. 4502  
EXP. DATE JUNE 30, 2014

**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Acceptance of two Utility Easements located on a tract of land belonging to Broken Arrow Public Schools, located approximately one half mile west of 23rd Street (193rd East Avenue) and one quarter mile south of Albany Street (61st Street South) Broken Arrow (NE/4 S1 T18N R14E) (ST12-110)

---

**Background:** Broken Arrow Public Schools is providing utility easements for water line extensions and fire hydrants to serve improvements to the High School. The improvements are currently under construction including new classroom additions, band room, etc.

City staff has reviewed the plans and utility easements and recommends approval of the utility easements.

**Cost:** Recording fees

**Prepared By:** Michael W. Skates, P.E., CFM, Development Services Director

**Reviewed By:** Engineering and Construction  
Utilities Department  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Utility Easement  
Exhibit A  
Utility Easement  
Exhibit A  
ST12-110

**Recommendation:** Accept the Utility Easements.



Approved as to Form:

Lesli Myers 7-23-12  
Asst. City Attorney

Approved as to Substance:

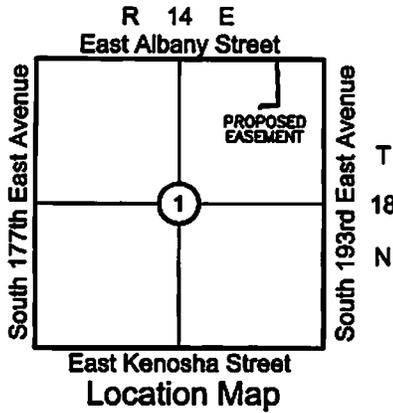
\_\_\_\_\_  
City Manager

Engineer e checked: e 7-23-12

Project:

# UTILITY EASEMENT EXHIBIT "A"

Page 1 of 3

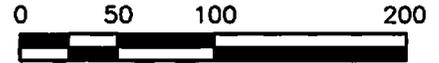


## LEGEND

● POINT OF BEGINNING AND POINT OF COMMENCEMENT

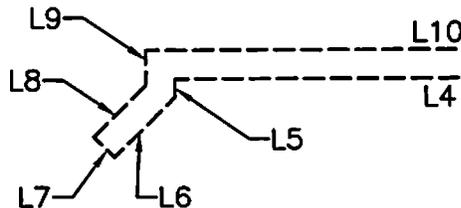
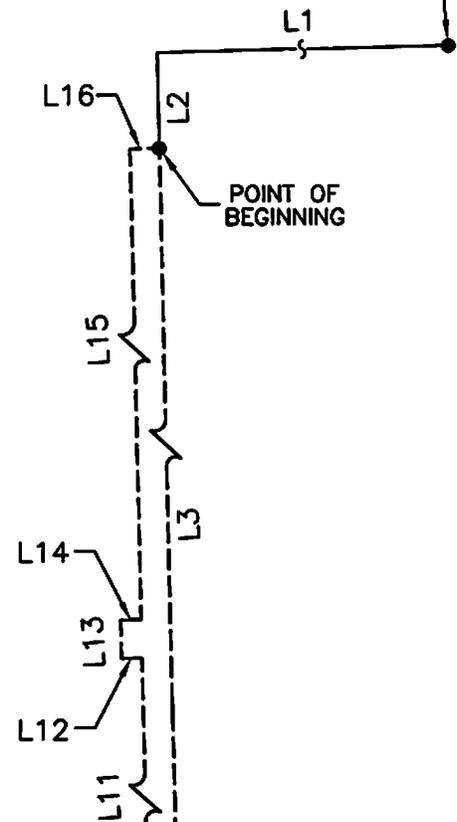


Scale: 1"=100'



| Line Table |         |             |
|------------|---------|-------------|
| Line       | Length  | Bearing     |
| L1         | 851.04  | S88°40'58"W |
| L2         | 50.00   | S01°19'02"E |
| L3         | 773.98  | S01°19'02"E |
| L4         | 311.38  | S89°43'09"W |
| L5         | 9.42    | S00°16'51"E |
| L6         | 43.98   | S44°43'09"W |
| L7         | 15.00   | N45°16'51"W |
| L8         | 37.77   | N44°43'09"E |
| L9         | 18.20   | N00°16'51"W |
| L10        | 311.10  | N89°43'09"E |
| L11        | 291.77' | N01°19'02"W |
| L12        | 10.59'  | S88°40'58"W |
| L13        | 20.00'  | N01°19'02"W |
| L14        | 10.59'  | N88°40'58"E |
| L15        | 446.94' | N01°19'02"W |
| L16        | 15.00   | N88°40'58"E |

POINT OF COMMENCEMENT  
NORTHEAST CORNER (NE/4)



FILE: 121040-2

### Notes

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE NORTH LINE OF SECTION 1, BEING S88°40'58"W.
2. SEE EXHIBIT "A" PAGES 2 & 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.



P.O. BOX 848, CHOUTEAU, OK 74337  
PHONE: (918) 476-7484 FAX: (918) 476-7485  
C.A. NO.: 4502 EXP. DATE: 6/30/12



**PROPOSED UTILITY EASEMENT**  
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 1, TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SAID SECTION 1 PER THE SURVEY PERFORMED BY NICKLE SURVEYING DATED DECEMBER 13, 2011; THENCE SOUTH 88°40'58" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) FOR A DISTANCE OF 851.04 FEET; THENCE SOUTH 01°19'02" EAST FOR A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**, THENCE FROM SAID POINT OF BEGINNING CONTINUING SOUTH 01°19'02" EAST FOR A DISTANCE OF 773.98 FEET; THENCE SOUTH 89°43'09" WEST FOR A DISTANCE OF 311.38 FEET; THENCE SOUTH 00°16'51" EAST FOR A DISTANCE OF 9.42 FEET; THENCE SOUTH 44°43'09" WEST FOR A DISTANCE OF 43.98 FEET; THENCE NORTH 45°16'51" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 44°43'09" EAST FOR A DISTANCE OF 37.77 FEET; THENCE NORTH 00°16'51" WEST FOR A DISTANCE OF 18.20 FEET; THENCE NORTH 89°43'09" EAST FOR A DISTANCE OF 311.10 FEET; THENCE NORTH 01°19'02" WEST FOR A DISTANCE OF 291.77 FEET; THENCE SOUTH 88°40'58" WEST FOR A DISTANCE OF 10.59 FEET; THENCE NORTH 01°19'02" WEST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 88°40'58" EAST FOR A DISTANCE OF 10.59 FEET; THENCE NORTH 01°19'02" WEST FOR A DISTANCE OF 446.94 FEET; THENCE NORTH 88°40'58" EAST FOR A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.39 ACRES MORE OR LESS.

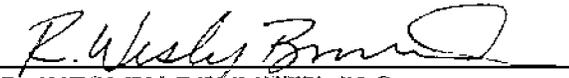
LEGAL DESCRIPTION PREPARED ON JUNE 20, 2012 BY R. WESLEY BENNETT, PLS #1562 WITH THE BEARING BASED ON THE NORTH LINE OF SECTION ONE (1), BEING S88°40'58"W.

**SURVEYOR'S CERTIFICATE**

I, R. WESLEY BENNETT FOR BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE PROPOSED UTILITY EASEMENT DESCRIBED, AND THAT THE SURVEY OF PROPOSED EASEMENT MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 21<sup>ST</sup> DAY OF JUNE, 2012.



  
R. WESLEY BENNETT, PLS  
OKLAHOMA NO. 1562  
CERT. OF AUTH. NO. 4502  
EXP. DATE JUNE 30, 2012

**UTILITY EASEMENT  
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Broken Arrow Public Schools by Michelle Bergwall, its Chief Operating Officer, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

See Attached Exhibit A

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 25<sup>th</sup> day of June, 2012.



Broken Arrow Public Schools

By Michelle Bergwall  
Michelle Bergwall, Chief Operating Officer

State of Oklahoma     )  
  ) ss.  
County of Tulsa     )

Before me, the undersigned, a Notary Public within and for said County and State, on this 25<sup>th</sup> day of June, 2012, personally appeared Michelle Bergwall for Broken Arrow Public Schools to me known to be the identical person(s) who executed the within and foregoing instrument as its signatory officer and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

My Commission expires: 9/29/12     Marsha Janey  
Notary Public

Approved as to Form:

Sashi Myers 7-23-12  
Asst. City Attorney

Approved as to Substance:

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

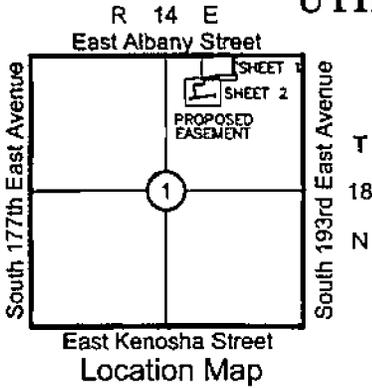
Engineer [Signature] checked: [Signature] 7-23-12

Project:



# UTILITY EASEMENT EXHIBIT "A"

Page 2 of 5

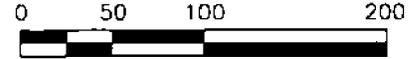


## LEGEND

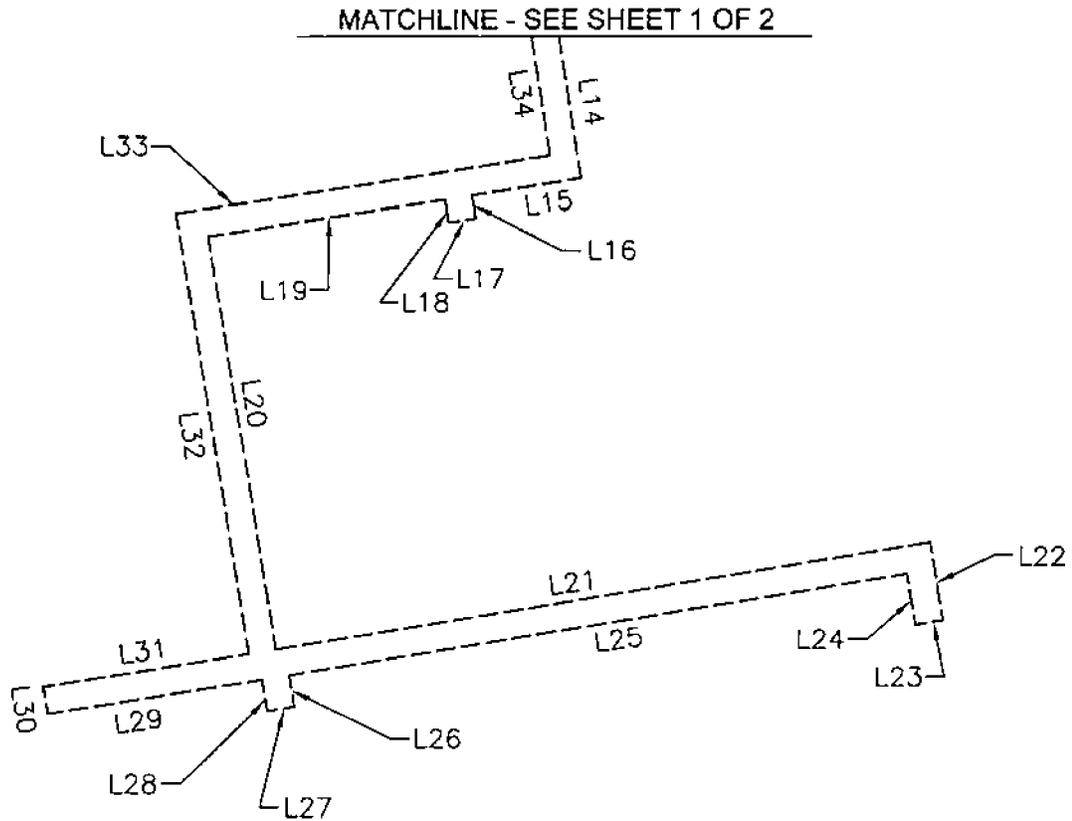
- POINT OF BEGINNING AND POINT OF COMMENCEMENT



Scale: 1"=100'



SEE SHEET 1 FOR LINE TABLE



FILE: 121040-1

### Notes

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE NORTH LINE OF SECTION 1, BEING S88°40'58"W.
2. SEE EXHIBIT "A" PAGES 2 & 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.



P.O. BOX 848, CHOCTEAU, OK 74337  
PHONE: (918) 476-7484 FAX: (918) 476-7485  
C.A. NO.: 4502 EXP. DATE: 6/30/14



**PROPOSED UTILITY EASEMENT**  
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 1, TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SAID SECTION 1 PER THE SURVEY PERFORMED BY NICKLE SURVEYING DATED DECEMBER 13, 2011; THENCE SOUTH 88°40'58" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) FOR A DISTANCE OF 1,282.57 FEET; THENCE SOUTH 01°19'02" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING SOUTH 02°16'46" EAST FOR A DISTANCE OF 323.31 FEET; THENCE NORTH 87°43'14" EAST FOR A DISTANCE OF 48.17 FEET; THENCE SOUTH 02°16'46" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 87°43'14" WEST FOR A DISTANCE OF 55.67 FEET; THENCE SOUTH 02°16'46" EAST FOR A DISTANCE OF 2.00 FEET; THENCE SOUTH 87°43'14" WEST FOR A DISTANCE OF 298.82 FEET; THENCE SOUTH 36°06'31" WEST FOR A DISTANCE OF 34.32 FEET; THENCE SOUTH 08°53'29" EAST FOR A DISTANCE OF 2.39 FEET; THENCE SOUTH 81°06'31" WEST FOR A DISTANCE OF 21.00 FEET; THENCE NORTH 08°53'29" WEST FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 81°06'31" WEST FOR A DISTANCE OF 214.00 FEET; THENCE SOUTH 08°53'29" EAST FOR A DISTANCE OF 115.80 FEET; THENCE SOUTH 81°03'13" WEST FOR A DISTANCE OF 60.45 FEET; THENCE SOUTH 08°56'47" EAST FOR A DISTANCE OF 12.86 FEET; THENCE SOUTH 81°03'13" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 08°56'47" WEST FOR A DISTANCE OF 12.86 FEET; THENCE SOUTH 81°03'13" WEST FOR A DISTANCE OF 131.98 FEET; THENCE SOUTH 09°29'02" EAST FOR A DISTANCE OF 229.92 FEET; THENCE NORTH 80°30'58" EAST FOR A DISTANCE OF 362.57 FEET; THENCE SOUTH 09°29'02" EAST FOR A DISTANCE OF 43.27 FEET; THENCE SOUTH 80°30'58" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 09°29'02" WEST FOR A DISTANCE OF 28.27 FEET; THENCE SOUTH 80°30'58" WEST FOR A DISTANCE OF 342.54 FEET; THENCE SOUTH 09°29'02" EAST FOR A DISTANCE OF 17.51 FEET; THENCE SOUTH 80°30'58" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 09°29'02" WEST FOR A DISTANCE OF 17.51 FEET; THENCE SOUTH 80°30'58" WEST FOR A DISTANCE OF 117.57 FEET; THENCE NORTH 09°29'02" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 80°30'58" EAST

FOR A DISTANCE OF 112.55 FEET; THENCE NORTH 09°29'02" WEST FOR A DISTANCE OF 245.06 FEET; THENCE NORTH 81°03'13" EAST FOR A DISTANCE OF 207.59 FEET; THENCE NORTH 08°53'29" WEST FOR A DISTANCE OF 115.81 FEET; THENCE NORTH 81°06'31" EAST FOR A DISTANCE OF 251.39 FEET; THENCE NORTH 36°06'31" EAST FOR A DISTANCE OF 5.58 FEET; THENCE NORTH 53°53'29" WEST FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 36°06'31" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 53°53'29" EAST FOR A DISTANCE OF 7.50 FEET; THENCE NORTH 36°06'31" EAST FOR A DISTANCE OF 6.00 FEET; THENCE NORTH 87°43'14" EAST FOR A DISTANCE OF 295.38 FEET; THENCE NORTH 02°16'46" WEST FOR A DISTANCE OF 325.56 FEET; THENCE NORTH 88°40'58" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.73 ACRES MORE OR LESS.

LEGAL DESCRIPTION PREPARED ON JUNE 21, 2012 BY R. WESLEY BENNETT, PLS #1562 WITH THE BEARING BASED ON THE NORTH LINE OF SECTION ONE (1), BEING S88°40'58"W.

**SURVEYOR'S CERTIFICATE**

I, R. WESLEY BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE PROPOSED UTILITY EASEMENT DESCRIBED, AND THAT THE SURVEY OF PROPOSED EASEMENT MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 24th DAY OF JULY, 2012.



  
R. WADE BENNETT, PLS  
OKLAHOMA NO. 1556  
CERT. OF AUTH. NO. 4502  
EXP. DATE JUNE 30, 2014



**KEY LAMP**

MEET ENGINEER  
 1000 N. Main Street, Box 400  
 Broken Arrow, Oklahoma 74012  
 Phone: (918) 251-1000  
 Fax: (918) 251-1001  
 Email: info@pbkarchitects.com

Structural Engineer  
 1000 N. Main Street, Box 400  
 Broken Arrow, Oklahoma 74012  
 Phone: (918) 251-1000  
 Fax: (918) 251-1001  
 Email: info@pbkarchitects.com

MEET ENGINEER  
 1000 N. Main Street, Box 400  
 Broken Arrow, Oklahoma 74012  
 Phone: (918) 251-1000  
 Fax: (918) 251-1001  
 Email: info@pbkarchitects.com

**BROKEN ARROW SENIOR HIGH  
 ADDITIONS AND RENOVATIONS  
 PHASE 1**

**BROKEN ARROW PUBLIC SCHOOLS**

PROJECT NO. 1101  
 DATE 03/19/12  
 DRAWN BY  
 REVISIONS  
 04/04/12  
 04/23/12  
 05/14/12  
 BUIL FILE  
 C.401  
 SITE PLAN  
 COORDINATED SET



|                         |     |
|-------------------------|-----|
| TOTAL RENOVATED PARKING | 194 |
| STANDARD SPACES         | 194 |
| ACCESSIBLE SPACES       | 27  |
| TOTAL SPACES            | 221 |
| TOTAL ADDED PARKING     | 10  |
| STANDARD SPACES         | 10  |
| ACCESSIBLE SPACES       | 24  |
| TOTAL SPACES            | 34  |



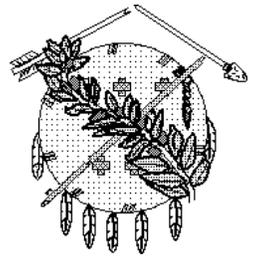
1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS AND CODES, WHICH EVER IS MORE STRINGENT.  
 2. ALL WORK AND MATERIALS SHALL COMPLY WITH OSHA STANDARDS.  
 3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.  
 4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.  
 5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.  
 6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.  
 7. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.  
 8. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.  
 9. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.  
 10. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CONTRACT DOCUMENTS.

**CAUTION**  
 NOTICE TO CONTRACTOR  
 THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS AND BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL CALL THE LOCAL UTILITY LOCATION CENTER (LULOC) AT (918) 251-1000 PRIOR TO ANY EXCAVATION WORK. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.



---

**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Approval of acceptance of two Utility Easements located on a tract of land belonging to Jerry Ferguson, located just north of Kenosha Street (71st Street) and one quarter mile east of Elm Place (161st Street)Broken Arrow (SE/4 S2 T18N R14E)

---

**Background:** The owner of the property is dedicating utility easements for fire line/water line and the relocation of two fire hydrants.

Staff has reviewed the utility easements and recommends approval.

**Cost:** None

**Prepared By:** Michael W. Skates, P.E., CFM, Development Services Director

**Reviewed By:** Engineering and Construction  
Utilities  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Utility Easement  
Exhibit A (Tract A and B)

**Recommendation:** Accept Utility Easements.

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_ **VOTE:** \_\_\_\_

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Exhibit

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

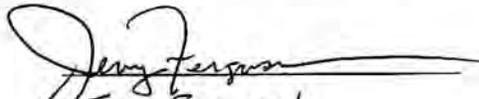
Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 12 day of July 2012.

  
\_\_\_\_\_  
JERRY FERGUSON

\_\_\_\_\_  
\_\_\_\_\_  
State of Oklahoma        )  
                                  )  
County of Tulsa        )

Before me, the undersigned, a Notary Public within and for said County and State, on this 12 day of July, 2012, personally appeared Jerry Ferguson to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

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

My Commission expires 9/30/12

Angel R. Ingle  
Notary Public



Approved as to Form:

Approved as to Substance:

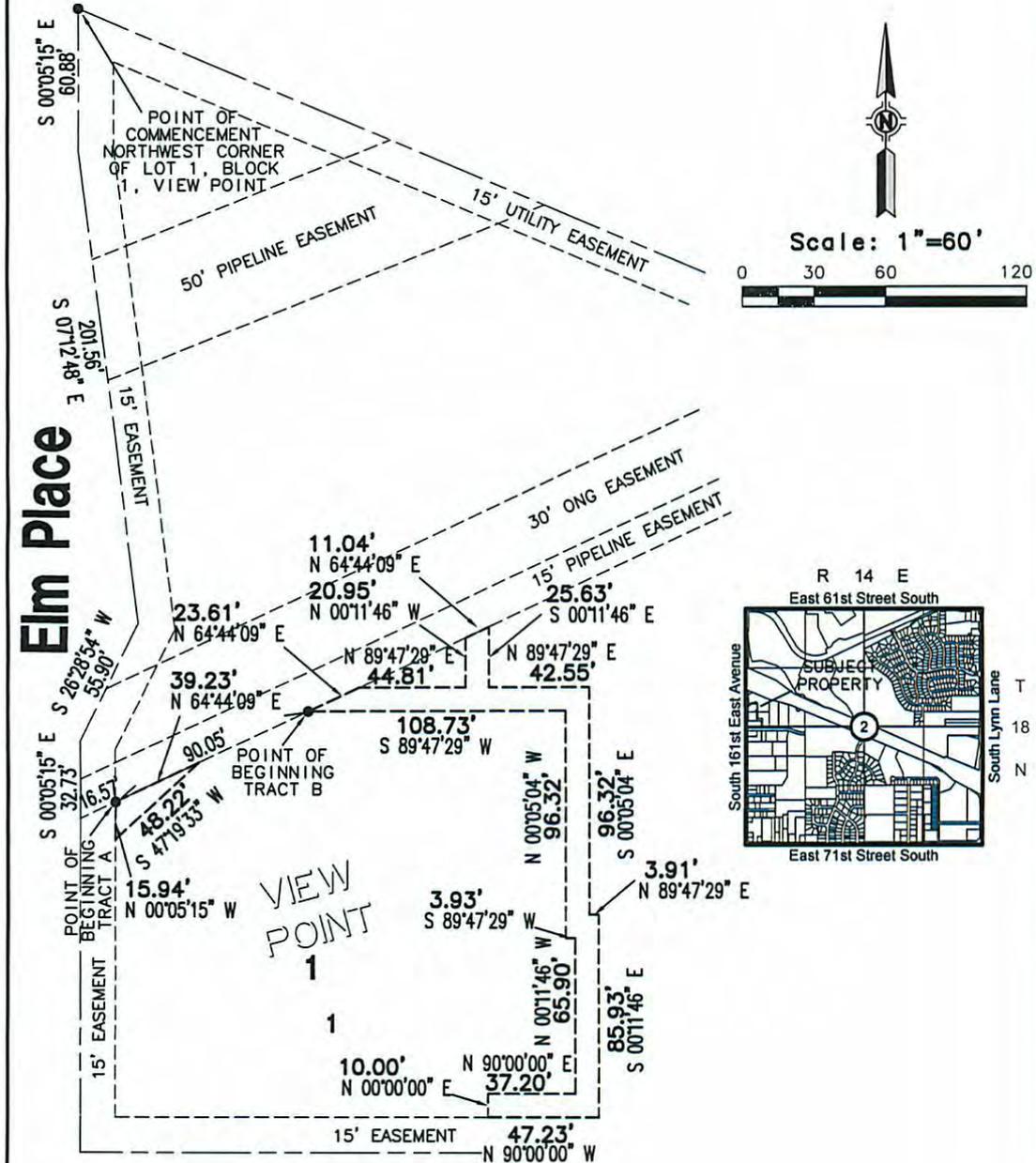
Lisli Myers 7-23-12  
Asst. City Attorney

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

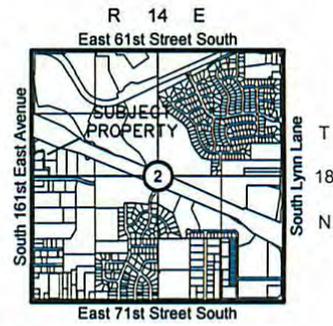
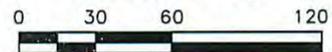
Engineer: [Signature] checked: [Signature] 7-23-12  
Project: \_\_\_\_\_

# UTILITY EASEMENT EXHIBIT "A"

Page 1 of 3



Scale: 1"=60'



**Elm Place**

**VIEW POINT 1**

FILE: 121230

**Notes**

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE WEST LINE OF LOT 1 BLOCK 1 VIEW POINT-S00°05'15"E.
2. SEE EXHIBIT "A" PAGES 2 & 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

**BENNETT SURVEYING, INC.**

P.O. BOX 848, CHOUTEAU, OK 74337  
 PHONE: (918) 476-7484 FAX: (918) 476-7485  
 C.A. NO.: 4502 EXP. DATE: 6/30/14



**UTILITY EASEMENT EXHIBIT "A"**  
**LEGAL DESCRIPTION TRACT A**

A TRACT OF LAND THAT IS PART OF LOT 1, BLOCK 1, VIEW POINT, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 3907, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, OF VIEW POINT; THENCE S00°05'15"E AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 60.88 FEET; THENCE S07°12'48"E AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 201.56 FEET; THENCE S26°28'54"W AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 55.90 FEET; THENCE S00°05'15"E AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 32.73 FEET; THENCE N64°44'09"E A DISTANCE OF 16.57 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING N64°44'09"E FOR A DISTANCE OF 39.23 FEET; THENCE S47°19'33"W FOR A DISTANCE OF 48.22 FEET; THENCE N00°05'15"W A DISTANCE OF 15.94 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 0.01 ACRES MORE OR LESS.

**UTILITY EASEMENT EXHIBIT "A"**  
**LEGAL DESCRIPTION TRACT B**

A TRACT OF LAND THAT IS PART OF LOT 1, BLOCK 1, VIEW POINT, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 3907, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, OF VIEW POINT; THENCE S00°05'15"E AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 60.88 FEET; THENCE S07°12'48"E AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 201.56 FEET; THENCE S26°28'54"W AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 55.90 FEET; THENCE S00°05'15"E AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 32.73 FEET; THENCE N64°44'09"E A DISTANCE OF 106.62 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING N64°44'09"E FOR A DISTANCE OF 23.61 FEET; THENCE N89°47'29"E FOR A DISTANCE OF 44.81 FEET; THENCE N00°11'46"W FOR A DISTANCE OF 20.95 FEET; THENCE N64°44'09"E FOR A DISTANCE OF 11.04 FEET; THENCE S00°11'46"E FOR A DISTANCE OF 25.63 FEET; THENCE N89°47'29"E FOR A DISTANCE OF 42.55 FEET; THENCE S00°05'04"E FOR A DISTANCE OF 96.32 FEET; THENCE N89°47'29"E FOR A DISTANCE OF 3.91 FEET; THENCE S00°11'46"E FOR A DISTANCE OF 85.93 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 47.23 FEET; THENCE N00°00'00"E FOR A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 37.20 FEET; THENCE N00°11'46"W FOR A DISTANCE OF 65.90 FEET; THENCE S89°47'29"W FOR A DISTANCE OF 3.93 FEET; THENCE N00°05'04"W FOR A DISTANCE OF 96.32 FEET; THENCE S89°47'29"W A DISTANCE OF 108.73 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 0.08 ACRES MORE OR LESS.

LEGAL DESCRIPTION PREPARED ON JULY 12, 2012 BY R. WADE BENNETT,  
PLS #1556 WITH THE BEARING BASED ON THE WEST LINE OF LOT 1, BLOCK  
1, VIEW POINT AS BEING S00°05'15"E.

**SURVEYOR'S CERTIFICATE**

I, R. WADE BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE  
LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT  
TOLERANCES AND IS A TRUE REPRESENTATION OF THE UTILITY  
EASEMENT DESCRIBED, AND THAT THE SURVEY OF UTILITY EASEMENT  
MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE  
BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND  
SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 12th DAY OF JULY, 2012.



A handwritten signature in blue ink, appearing to read "R. Wade Bennett", written over a horizontal line.

R. WADE BENNETT, PLS  
OKLAHOMA NO.1556  
CERT. OF AUTH. NO. 4502  
EXP. DATE JUNE 30, 2014

FUND 010 GENERAL FUND

| DATE DUE   | VENDOR NO | VENDOR NAME                    | VOUCHER NO       | INVOICE NO          | ACCOUNT NO  | AMOUNT                                   |
|------------|-----------|--------------------------------|------------------|---------------------|---|--|
| 11/16/2011 | 399       | LOCKE SUPPLY COMPANY           | PI0837           | 1661397900          | 010-6001-451.60-18<br>11/16/2011 TOTAL<br>CUMULATIVE TOTAL                      | 36.51<br>36.51<br>36.51                  |
| 5/23/2012  | 399       | LOCKE SUPPLY COMPANY           | PI0839           | 1786624200          | 010-6000-451.60-23<br>5/23/2012 TOTAL<br>CUMULATIVE TOTAL                       | 55.60<br>55.60<br>92.11                  |
| 5/25/2012  | 8784      | EMERSON NETWORK POWER          | 008659           | MI3891567           | 010-3501-422.40-07<br>5/25/2012 TOTAL<br>CUMULATIVE TOTAL                       | 3,963.00<br>3,963.00<br>4,055.11         |
| 6/03/2012  | 399       | LOCKE SUPPLY COMPANY           | PI0840           | 1540443300          | 010-6000-451.60-23<br>6/03/2012 TOTAL<br>CUMULATIVE TOTAL                       | 3.00<br>3.00<br>4,058.11                 |
| 6/19/2012  | 6137      | WOODCREST LITHOGRAPHY          | PI1157           | 121866              | 010-1700-419.50-36  | 511.00                                   |
| 6/19/2012  | 9419      | JOHN W HOCK CO                 | PI1215           | 120619              | 010-5300-431.60-24<br>6/19/2012 TOTAL<br>CUMULATIVE TOTAL                       | 705.61<br>1,216.61<br>5,274.72           |
| 6/25/2012  | 4728      | CHICKASAW TELECOM INC          | PI1214           | 35026A              | 010-1103-419.60-24<br>6/25/2012 TOTAL<br>CUMULATIVE TOTAL                       | 155.25<br>155.25<br>5,429.97             |
| 6/26/2012  | 6831      | POPCO DISTRIBUTING             | PI0844           | 3412                | 010-6002-451.60-67<br>6/26/2012 TOTAL<br>CUMULATIVE TOTAL                       | 99.04<br>99.04<br>5,529.01               |
| 6/27/2012  | 8002      | POLARIS OUTDOORS               | PI0728<br>PI0729 | 1525R<br>1525R      | 010-3503-422.60-20<br>010-3503-422.60-21<br>6/27/2012 TOTAL<br>CUMULATIVE TOTAL | 72.36<br>32.97<br>105.33<br>5,634.34     |
| 6/29/2012  | 687       | WHEELED COACH                  | PI1158<br>PI1159 | 225114<br>225114    | 010-3501-422.60-20<br>010-3501-422.60-20  | 189.55<br>29.88                          |
| 6/29/2012  | 3533      | GREAT PLAINS COCA-COLA BOTTLIN | PI0842           | 32937162            | 010-6002-451.60-67  | 321.35                                   |
| 6/29/2012  | 4352      | CDW GOVERNMENT INC             | PI0843<br>PI0583 | 32937166<br>M546816 | 010-6002-451.60-67<br>010-3501-422.60-24<br>6/29/2012 TOTAL<br>CUMULATIVE TOTAL | 735.60<br>290.09<br>1,566.47<br>7,200.81 |
| 6/30/2012  | 5199      | GARDEN STATE HIGHWAY PRODUCTS  | PI0845           | 087795              | 010-5300-431.60-36<br>6/30/2012 TOTAL<br>CUMULATIVE TOTAL                       | 605.48<br>605.48<br>7,806.29             |
| 7/02/2012  | 4311      | UNITED FORD                    | PI0873           | 1816920             | 010-3001-421.60-20  | 192.11                                   |
| 7/02/2012  | 9419      | JOHN W HOCK CO                 | PI0684           | 12-0627             | 010-5300-431.60-23<br>7/02/2012 TOTAL<br>CUMULATIVE TOTAL                       | 129.23<br>321.34<br>8,127.63             |

\* HELD \*

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                   | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|-------------------------------|------------|------------|--------------------|-----------|
| 7/05/2012 | 278       | PHYSIO-CONTROL INC            | PI0681     | 113020768  | 010-3502-422.60-23 | 3,408.00  |
|           |           |                               | PI0682     | 113020783  | 010-3502-422.60-23 | 326.40    |
| 7/05/2012 | 4352      | CDW GOVERNMENT INC            | PI0685     | M669991    | 010-3501-422.60-24 | 40.41     |
| 7/05/2012 | 5941      | LOWES                         | PI0600     | 02180///   | 010-6002-451.60-34 | 6.63      |
| 7/05/2012 | 8066      | SOLARWINDS.NET, INC.          | PI0692     | IN80863    | 010-1103-419.40-55 | 4,995.00  |
|           |           |                               |            |            | 7/05/2012 TOTAL    | 8,776.44  |
|           |           |                               |            |            | CUMULATIVE TOTAL   | 16,904.07 |
| 7/06/2012 | 68        | BOUND TREE MEDICAL            | PI0678     | 59075950   | 010-3502-422.60-24 | 679.00    |
| 7/06/2012 | 278       | PHYSIO-CONTROL INC            | PI0683     | 113021183  | 010-3502-422.60-23 | 2,588.25  |
| 7/06/2012 | 4572      | LIGHTING INC                  | PI0669     | 200310     | 010-3501-422.60-18 | 13.50     |
|           |           |                               | PI0670     | 200310     | 010-6002-451.60-18 | 54.90     |
| 7/06/2012 | 5885      | VANCE BROS., INC.             | PI0676     | IP17120    | 010-5300-431.60-80 | 140.25    |
| 7/06/2012 | 5941      | LOWES                         | PI1169     | 10577      | 010-6003-451.60-23 | 6.25      |
| 7/06/2012 | 8280      | CONRAD FIRE EQUIPMENT INC     | PI0689     | 478343     | 010-3501-422.60-20 | 206.61    |
|           |           |                               |            |            | 7/06/2012 TOTAL    | 3,688.76  |
|           |           |                               |            |            | CUMULATIVE TOTAL   | 20,592.83 |
| 7/07/2012 | 420       | APAC-CENTRAL, INC             | PI0658     | 7000470616 | 010-5300-431.60-80 | 393.70    |
|           |           |                               |            |            | 7/07/2012 TOTAL    | 393.70    |
|           |           |                               |            |            | CUMULATIVE TOTAL   | 20,986.53 |
| 7/09/2012 | 370       | AIRGAS USA LLC                | PI0975     | 9006937367 | 010-6002-451.60-34 | 111.99    |
|           |           |                               | PI0976     | 9006937368 | 010-6002-451.60-34 | 109.99    |
|           |           |                               | PI0977     | 9006937369 | 010-6002-451.60-34 | 198.98    |
| 7/09/2012 | 463       | ZEE MEDICAL SERVICES INC      | PI0677     | 0021356287 | 010-6002-451.60-23 | 67.52     |
| 7/09/2012 | 515       | T & W TIRE                    | PI0798     | 4952529    | 010-3503-422.60-19 | 264.76    |
| 7/09/2012 | 5168      | AMC INDUSTRIES INC            | PI0596     | 225243     | 010-6003-451.60-23 | 26.50     |
| 7/09/2012 | 5720      | BSN SPORTS/SPORT SUPPLY GROUP | PI0691     | 94764168   | 010-6002-451.60-33 | 535.31    |
| 7/09/2012 | 5941      | LOWES                         | PI0602     | 10646      | 010-3501-422.60-23 | 63.39     |
| 7/09/2012 | 8366      | ID WHOLESALER                 | PI0697     | 849930     | 010-6002-451.60-03 | 304.00    |
| 7/09/2012 | 8702      | ERGO ASPHALT & EMULSIONS INC  | PI0673     | 9400915376 | 010-5300-431.60-80 | 504.96    |
| 7/09/2012 | 9177      | CHAPMAN AUTO CLASS            | PI1198     | 6078       | 010-3503-422.40-20 | 476.64    |
|           |           |                               |            |            | 7/09/2012 TOTAL    | 2,664.04  |
|           |           |                               |            |            | CUMULATIVE TOTAL   | 23,650.57 |
| 7/10/2012 | 68        | BOUND TREE MEDICAL            | PI0679     | 80818348   | 010-3502-422.60-23 | 7,688.04  |
| 7/10/2012 | 232       | GALL INC,ACCT# 12321345       | PI0802     | 512297089  | 010-3001-421.60-20 | 108.46    |
| 7/10/2012 | 399       | LOCKE SUPPLY COMPANY          | PI0641     | 1820672200 | 010-3501-422.60-18 | 7.32      |
|           |           |                               | PI0642     | 1820676500 | 010-3501-422.60-18 | 194.80    |
| 7/10/2012 | 734       | WINFIELD SOLUTIONS, LLC       | PI0595     | 57995069   | 010-6000-451.60-34 | 319.64    |
| 7/10/2012 | 1993      | G W VAN KEPPEL COMPANY        | PI0688     | C26586     | 010-5300-431.60-20 | 181.41    |
| 7/10/2012 | 3638      | BEN E KEITH CO                | PI0589     | 01799954   | 010-6002-451.60-67 | 456.42    |
| 7/10/2012 | 4311      | UNITED FORD                   | PI0626     | 1820993    | 010-3001-421.60-20 | 329.72    |
|           |           |                               | PI0627     | 1821113    | 010-3001-421.60-20 | 90.07     |
| 7/10/2012 | 4796      | BWI COMPANIES INC.            | PI0696     | 11383169   | 010-6003-451.60-70 | 436.80    |
| 7/10/2012 | 5168      | AMC INDUSTRIES INC            | PI0597     | 225397     | 010-6000-451.60-23 | 174.45    |
| 7/10/2012 | 5941      | LOWES                         | PI0603     | 01939/     | 010-6003-451.60-23 | 56.96     |
|           |           |                               | PI0604     | 02024/     | 010-3501-422.60-18 | 8.88      |
|           |           |                               | PI0605     | 02903/     | 010-1700-419.60-30 | 127.26    |
|           |           |                               | PI0606     | 10964/     | 010-6003-451.60-23 | 7.86      |

FUND 010 GENERAL FUND

| DATE      | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO   | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|--------------------------------|------------|--------------|--------------------|-----------|
| 7/10/2012 | 6831      | POPCO DISTRIBUTING             | PI0588     | 3492         | 010-6002-451.60-67 | 586.75    |
| 7/10/2012 | 7287      | WASHINGTON ELECTRONICS, INC.   | PI0585     | 289074       | 010-1105-419.60-31 | 1,650.00  |
| 7/10/2012 | 8702      | ERSON ASPHALT & EMULSIONS INC  | PI0674     | 9400916015   | 010-5300-431.60-80 | 484.56    |
| 7/10/2012 | 9010      | UPCHURCH ELECTRICAL SUPPLY CO  | PI0584     | S1599720.001 | 010-3009-421.60-18 | 53.14     |
|           |           |                                |            |              | 7/10/2012 TOTAL    | 12,962.54 |
|           |           |                                |            |              | CUMULATIVE TOTAL   | 36,613.11 |
| 7/11/2012 | 68        | BOUND TREE MEDICAL             | PI0680     | 80819623     | 010-3502-422.60-23 | 876.70    |
| 7/11/2012 | 370       | AIRGAS USA LLC                 | PI0978     | 9007015660   | 010-6002-451.60-34 | 281.47    |
| 7/11/2012 | 377       | KIMS INTERNATIONAL             | PI0655     | 0062905      | 010-6003-451.60-23 | 4.58      |
| 7/11/2012 | 399       | LOCKE SUPPLY COMPANY           | PI0643     | 1821565400   | 010-3501-422.60-18 | 1.20      |
|           |           |                                | PI0644     | 1821967500   | 010-3501-422.60-18 | 78.90     |
|           |           |                                | PI0645     | 1821979300   | 010-6002-451.60-18 | 1.55      |
|           |           |                                | PI0646     | 1822142100   | 010-5105-432.60-23 | 53.80     |
|           |           |                                | PI0647     | 1822257100   | 010-3501-422.60-18 | 8.32      |
| 7/11/2012 | 2045      | PROFESSIONAL TURF PRODUCTS     | PI0593     | 118962300    | 010-6000-451.60-20 | 1,396.03  |
| 7/11/2012 | 4311      | UNITED FORD                    | PI0629     | 1821414      | 010-3001-421.60-20 | 46.21     |
|           |           |                                | PI0630     | 1821670      | 010-3001-421.60-20 | 516.58    |
|           |           |                                | PI0631     | 1821846      | 010-3001-421.60-20 | 9.80      |
|           |           |                                | PI0632     | 1821994      | 010-3001-421.60-20 | 230.16    |
| 7/11/2012 | 5168      | AMC INDUSTRIES INC             | PI0598     | 225576       | 010-6000-451.60-23 | 199.43    |
| 7/11/2012 | 5941      | LOWES                          | PI0607     | 021222/      | 010-3501-422.60-18 | 32.60     |
|           |           |                                | PI0608     | 10388        | 010-1700-419.60-18 | .98       |
| 7/11/2012 | 6955      | GREENHILL MATERIALS LC         | PI0659     | 45244        | 010-5300-431.60-80 | 117.36    |
| 7/11/2012 | 7483      | LA FERRY'S PROPANE CO.         | PI0664     | 10386        | 010-5300-431.60-80 | 52.04     |
| 7/11/2012 | 7486      | BUILDING SPECIALTIES           | PI0663     | 1820635099   | 010-3501-422.60-18 | 36.16     |
| 7/11/2012 | 8702      | ERSON ASPHALT & EMULSIONS INC  | PI0675     | 9400916676   | 010-5300-431.60-80 | 306.04    |
|           |           |                                |            |              | 7/11/2012 TOTAL    | 4,249.91  |
|           |           |                                |            |              | CUMULATIVE TOTAL   | 40,863.02 |
| 7/12/2012 | 515       | T & W TIRE                     | PI0803     | 4955084      | 010-3501-422.60-19 | 282.76    |
| 7/12/2012 | 3540      | LESLIES POOL SUPPLIES INC      | PI0693     | 225317502    | 010-6002-451.60-34 | 559.96    |
| 7/12/2012 | 4311      | UNITED FORD                    | PI0633     | 18222848     | 010-3501-422.60-20 | 126.68    |
|           |           |                                | PI0634     | 18222852     | 010-3001-421.60-20 | 201.31    |
| 7/12/2012 | 5168      | AMC INDUSTRIES INC             | PI0599     | 225770       | 010-6000-451.60-23 | 43.75     |
| 7/12/2012 | 5941      | LOWES                          | PI0611     | 02525/       | 010-5300-431.60-23 | 56.98     |
|           |           |                                | PI0614     | 02607/       | 010-6002-451.60-23 | 13.20     |
|           |           |                                | PI0615     | 14571        | 010-6002-451.60-34 | 20.86     |
|           |           |                                | PI0616     | 14578        | 010-3001-421.60-18 | 1.33      |
| 7/12/2012 | 6822      | TULSA WINNELSON                | PI0781     | 44709700     | 010-3501-422.60-18 | 9.66      |
|           |           |                                | PI0782     | 44656100     | 010-3009-421.60-18 | 432.57    |
| 7/12/2012 | 7251      | G.FARNEY ASSOCIATES            | PI0795     | 24468        | 010-6002-451.60-34 | 1,272.00  |
| 7/12/2012 | 8937      | CLARKE MOSQUITO CONTROL PRODUC | PI0702     | 5052124      | 010-5300-431.60-24 | 608.50    |
|           |           |                                |            |              | 7/12/2012 TOTAL    | 3,629.56  |
|           |           |                                |            |              | CUMULATIVE TOTAL   | 44,492.58 |
| 7/13/2012 | 42        | ARROW SAFE AND LOCK INC        | PI0666     | 61692        | 010-3009-421.60-23 | 11.00     |
| 7/13/2012 | 399       | LOCKE SUPPLY COMPANY           | PI0648     | 1823753800   | 010-6002-451.60-18 | 3.37      |
|           |           |                                | PI0649     | 1823814800   | 010-6002-451.60-18 | 9.04      |
|           |           |                                | PI0650     | 1824164500   | 010-6002-451.60-18 | 3.52      |
|           |           |                                | PI0651     | 1824181600   | 010-1700-419.60-18 | 11.31     |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO   | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|--------------------------------|------------|--------------|--------------------|-----------|
| 7/13/2012 | 1891      | TUCKER JANITOR SUPPLIES INC    | PI0800     | 06122000     | 010-1700-419.60-30 | 261.20    |
| 7/13/2012 | 3533      | GREAT PLAINS COCA-COLA BOTTLIN | PI0586     | 32937701     | 010-6002-451.60-67 | 255.52    |
|           |           |                                | PI0587     | 32937703     | 010-6002-451.60-67 | 469.36    |
| 7/13/2012 | 3638      | BEN E KEITH CO                 | PI0590     | 01802944     | 010-6002-451.60-67 | 442.38    |
| 7/13/2012 | 4311      | UNITED FORD                    | PI0635     | 1823109      | 010-3501-422.60-20 | 252.12    |
|           |           |                                | PI0637     | 1823276      | 010-5300-431.60-20 | 85.85     |
|           |           |                                | PI0874     | CM1816920    | 010-3001-421.60-20 | 35.00     |
| 7/13/2012 | 4513      | CUSTOM SERVICES                | PI0690     | 273078       | 010-6004-451.40-07 | 693.94    |
| 7/13/2012 | 5054      | MUNICIPAL INDUSTRIES, INC.     | PI0804     | 34736        | 010-6002-451.60-34 | 1,518.00  |
| 7/13/2012 | 5168      | AMC INDUSTRIES INC             | PI0855     | 226058       | 010-6000-451.60-23 | 35.50     |
| 7/13/2012 | 5941      | LOWES                          | PI0617     | 02735/       | 010-6002-451.60-34 | 29.37     |
|           |           |                                | PI0618     | 02753/       | 010-5300-431.60-23 | 6.50      |
|           |           |                                | PI0619     | 02879/       | 010-6000-451.60-23 | 7.48      |
|           |           |                                | PI0620     | 08621        | 010-6002-451.60-34 | 13.26     |
| 7/13/2012 | 6576      | BAYSINGER POLICE SUPPLY        | PI0730     | 65783        | 010-3504-422.60-24 | 3,399.99  |
| 7/13/2012 | 6624      | A-1 AUTO BODY INC.             | PI1161     | 38D4AEE1     | 010-3001-421.40-20 | 1,648.48  |
| 7/13/2012 | 6955      | GREENHILL MATERIALS LC         | PI0890     | 45312        | 010-5300-431.60-80 | 248.04    |
| 7/13/2012 | 7287      | WASHINGTON ELECTRONICS, INC.   | PI0591     | 289077       | 010-1105-419.60-31 | 365.00    |
| 7/13/2012 | 7486      | BUILDING SPECIALTIES           | PI0784     | 182149489    | 010-3501-422.60-18 | 36.16     |
|           |           |                                |            |              | 7/13/2012 TOTAL    | 9,771.39  |
|           |           |                                |            |              | CUMULATIVE TOTAL   | 54,263.97 |
| 7/14/2012 | 366       | J & J SAND CO                  | PI0783     | 1029109      | 010-6000-451.60-27 | 205.20    |
| 7/14/2012 | 420       | APAC-CENTRAL, INC              | PI0773     | 7000472797   | 010-5300-431.60-80 | 165.77    |
|           |           |                                | PI0774     | 7000473010   | 010-5300-431.60-80 | 534.31    |
|           |           |                                | PI0775     | 7000473124   | 010-5300-431.60-80 | 595.24    |
|           |           |                                |            |              | 7/14/2012 TOTAL    | 1,500.52  |
|           |           |                                |            |              | CUMULATIVE TOTAL   | 55,764.49 |
| 7/16/2012 | 255       | SAF T GLOVE INC                | PI0929     | 64840500     | 010-3009-421.60-11 | 538.10    |
|           |           |                                | PI0930     | 64840500     | 010-3009-421.60-11 | 66.33     |
| 7/16/2012 | 370       | AIRGAS USA LLC                 | PI0979     | 9007103914   | 010-6002-451.60-34 | 88.99     |
|           |           |                                | PI0980     | 9007104275   | 010-5300-431.60-23 | 20.17     |
| 7/16/2012 | 377       | KIMS INTERNATIONAL             | PI0772     | 0063000      | 010-6003-451.60-23 | 65.82     |
| 7/16/2012 | 399       | LOCKE SUPPLY COMPANY           | PI0652     | 1824900500   | 010-6002-451.60-18 | 356.04    |
|           |           |                                | PI0653     | 1825072400   | 010-6000-451.60-18 | 147.83    |
|           |           |                                | PI0654     | 1825078300   | 010-6000-451.60-18 | 2.50      |
|           |           |                                | PI0765     | 1825569300   | 010-6000-451.60-18 | 29.39     |
| 7/16/2012 | 463       | ZEE MEDICAL SERVICES INC       | PI0792     | 0021356319   | 010-6002-451.60-23 | 42.25     |
| 7/16/2012 | 734       | WINFIELD SOLUTIONS, LLC        | PI0815     | 000058009635 | 010-6000-451.60-34 | 2,660.00  |
| 7/16/2012 | 1179      | ASSOCIATED BAG COMPANY         | PI1114     | 41228        | 010-3008-421.60-23 | 91.24     |
| 7/16/2012 | 4311      | UNITED FORD                    | PI0639     | 1824239      | 010-3001-421.60-20 | 230.16    |
|           |           |                                | PI0640     | 1824407      | 010-3001-421.60-20 | 28.54     |
| 7/16/2012 | 4572      | LIGHTING INC                   | PI0787     | 200619       | 010-1700-419.60-18 | 125.44    |
| 7/16/2012 | 5388      | ANIMAL CARE EQUIPMENT & SERVIC | PI0813     | 11535        | 010-3009-421.60-23 | 160.04    |
| 7/16/2012 | 5941      | LOWES                          | PI0623     | 02799//      | 010-6000-451.60-23 | 13.27     |
|           |           |                                | PI0743     | 02776//      | 010-6002-451.60-18 | 49.26     |
| 7/16/2012 | 8702      | ERGON ASPHALT & EMULSIONS INC  | PI0789     | 9400918639   | 010-5300-431.60-80 | 489.66    |
| 7/16/2012 | 8890      | DELTA MEDICAL SYSTEMS, INC     | PI0814     | INV126824    | 010-3008-421.60-11 | 442.88    |
|           |           |                                |            |              | 7/16/2012 TOTAL    | 5,647.91  |
|           |           |                                |            |              | CUMULATIVE TOTAL   | 61,412.40 |

FUND 010 GENERAL FUND

| DATE      | VENDOR NO | VENDOR NAME                   | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT   |
|-----------|-----------|-------------------------------|------------|-------------|--------------------|----------|
| 7/17/2012 | 7         | ACTION SAFETY SUPPLY          | 000375     | 00173926    | 010-5300-431.40-32 | 381.98   |
| 7/17/2012 | 19        | ALL KILL PEST CONTROL         | 000376     | 75608       | 010-1700-419.40-07 | 30.00    |
|           |           |                               | 000377     | 75607       | 010-1700-419.40-07 | 50.00    |
|           |           |                               | 000378     | 75604       | 010-6001-451.40-07 | 45.00    |
|           |           |                               | 000379     | 75612       | 010-6002-451.40-07 | 40.00    |
|           |           |                               | 000380     | 75605       | 010-6002-451.40-07 | 40.00    |
|           |           |                               | 000381     | 75610       | 010-6004-451.40-07 | 50.00    |
|           |           |                               | 000382     | 75606       | 010-6001-451.40-07 | 45.00    |
|           |           |                               | 000384     | 75598       | 010-6002-451.40-07 | 75.00    |
|           |           |                               | 000385     | 75632       | 010-6000-451.40-07 | 30.00    |
| 7/17/2012 | 71        | BROKEN ARROW ELECTRIC INC     | PI0734     | S1498020001 | 010-5110-437.60-35 | 36.40    |
| 7/17/2012 | 229       | AT&T                          | 000387     | 10534843224 | 010-1700-419.50-22 | 16.28    |
| 7/17/2012 | 244       | GREEN ACRE SOD FARMS DBA      | PI0956     | 88599       | 010-6000-451.60-70 | 50.00    |
| 7/17/2012 | 378       | KSM EXCHANGE LLC              | PI0812     | PSO0018481  | 010-5300-431.60-20 | 121.15   |
| 7/17/2012 | 399       | LOCKE SUPPLY COMPANY          | PI0766     | 1826082000  | 010-6000-451.60-18 | 159.45   |
|           |           |                               | PI0767     | 1826189900  | 010-6000-451.60-18 | 30.84    |
|           |           |                               | PI0768     | 1826218100  | 010-6000-451.60-18 | 75.87    |
|           |           |                               | PI0769     | 1826703800  | 010-6000-451.60-18 | 47.92    |
| 7/17/2012 | 427       | MOTOROLA INC                  | PI1019     | 13907109    | 010-3006-421.60-50 | 522.00   |
| 7/17/2012 | 515       | T & W TIRE                    | PI0811     | 49588256    | 010-3001-421.60-19 | 142.54   |
| 7/17/2012 | 1249      | MYERS TIRE SUPPLY INC         | PI0932     | 23008300    | 010-3501-422.60-20 | 25.88    |
|           |           |                               | PI0933     | 23008300    | 010-5110-437.60-20 | 38.81    |
|           |           |                               | PI0934     | 23008300    | 010-5300-431.60-20 | 25.87    |
|           |           |                               | 000373     | 10712       | 010-6003-451.40-28 | 40.00    |
| 7/17/2012 | 1484      | A NEW LEAF, INC.              | PI0936     | 079515      | 010-3501-422.60-50 | 90.07    |
| 7/17/2012 | 1814      | TESSCO TECHNOLOGIES INC.      | PI0849     | 01804845    | 010-6002-451.60-67 | 286.12   |
| 7/17/2012 | 3638      | BEN E KEITH CO                | PI0850     | 01804846    | 010-6002-451.60-67 | 373.01   |
| 7/17/2012 | 4905      | TULSA ASPHALT LLC             | PI1101     | 11570       | 010-5300-431.60-80 | 135.46   |
| 7/17/2012 | 5168      | AMC INDUSTRIES INC            | PI0856     | 226381      | 010-6000-451.60-23 | 35.50    |
|           |           |                               | PI0857     | 226382      | 010-6000-451.60-18 | 436.15   |
|           |           |                               | PI0858     | 226383      | 010-6000-451.60-18 | 38.44-   |
| 7/17/2012 | 5199      | GARDEN STATE HIGHWAY PRODUCTS | PI0854     | 088022      | 010-5300-431.60-36 | 474.68   |
| 7/17/2012 | 5632      | FOREMOST PROMOTIONS           | PI1028     | 172689      | 010-3504-422.60-23 | 3,252.84 |
| 7/17/2012 | 5703      | ACOM SOLUTIONS INC            | PI1023     | 0172913     | 010-0501-415.60-23 | 815.22   |
| 7/17/2012 | 5885      | VANCE BROS., INC.             | PI0902     | IP17150     | 010-5300-431.60-80 | 140.25   |
| 7/17/2012 | 5941      | LOWES                         | PI0745     | 01484/      | 010-5300-431.60-23 | 6.60     |
|           |           |                               | PI0750     | 02179/      | 010-6002-451.60-23 | 6.12     |
|           |           |                               | PI0859     | 12001       | 010-6003-451.60-34 | 69.97    |
| 7/17/2012 | 6656      | SOUTH EAST AUTO TRIM INC.     | PI0824     | 50600       | 010-3001-421.40-20 | 30.00    |
| 7/17/2012 | 6831      | POPCO DISTRIBUTING            | PI0825     | 50601       | 010-3001-421.40-20 | 30.00    |
|           |           |                               | PI0847     | 3612        | 010-6002-451.60-67 | 198.20   |
|           |           |                               | PI0848     | 3613        | 010-6002-451.60-67 | 285.60   |
| 7/17/2012 | 6955      | GREENHILL MATERIALS LC        | PI0891     | 45386       | 010-5300-431.60-80 | 128.88   |
| 7/17/2012 | 7430      | CHARM-TEX                     | PI1201     | 0063827     | 010-3008-421.60-23 | 58.73    |
|           |           |                               | PI1202     | 0063827     | 010-3008-421.60-23 | 306.10   |
|           |           |                               | PI1203     | 0063827     | 010-3008-421.60-23 | 161.80   |
| 7/17/2012 | 8702      | ERGON ASPHALT & EMULSIONS INC | PI0790     | 9400919466  | 010-5300-431.60-80 | 453.95   |
| 7/17/2012 | 8919      | BRINK'S INCORPORATED          | 000393     | 0294020775  | 010-1104-419.40-28 | 415.84   |
|           |           |                               | 000394     | 0294080775  | 010-3001-421.40-28 | 119.62   |
|           |           |                               | 000395     | 0294030775  | 010-6002-451.40-28 | 119.62   |
|           |           |                               | 000396     | 0294040775  | 010-6002-451.40-28 | 399.09   |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO   | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|--------------------------------|------------|--------------|--------------------|-----------|
| 7/17/2012 | 9107      | ALPHA AWARDS & ENGRAVING       | 000397     | 0294050775   | 010-6002-451.40-28 | 368.91    |
| 7/17/2012 | 99999     | MISC-A/R REFUNDS               | 000398     | 0294060775   | 010-6002-451.40-28 | 289.31    |
|           |           |                                | 000399     | 0294100775   | 010-6002-451.40-28 | 248.63    |
|           |           |                                | 000386     | 711112       | 010-1700-419.60-23 | 40.00     |
|           |           |                                | 000391     | 72520        | 010-0000-229.15-00 | 15.00     |
|           |           |                                |            |              | 7/17/2012 TOTAL -  | 11,872.82 |
|           |           |                                |            |              | CUMULATIVE TOTAL - | 73,285.22 |
| 7/18/2012 | 68        | BOUND TREE MEDICAL             | PI0905     | 80825590     | 010-3502-422.60-23 | 1,022.38  |
| 7/18/2012 | 71        | BROKEN ARROW ELECTRIC INC      | PI0735     | S1498715001  | 010-5110-437.60-35 | 12.45     |
| 7/18/2012 | 206       | FERGUSON PONTIAC GMC TRUCK     | PI0820     | 116353       | 010-3501-422.60-20 | 80.68     |
| 7/18/2012 | 370       | AIRGAS USA LLC                 | PI0931     | 9007181133   | 010-3009-421.60-23 | 543.00    |
|           |           |                                | PI0982     | 9007181134   | 010-3502-422.60-23 | 431.28    |
| 7/18/2012 | 399       | LOCKE SUPPLY COMPANY           | PI0770     | 1827529400   | 010-3008-421.60-18 | 31.59     |
|           |           |                                | PI0771     | 1827648100   | 010-3001-421.60-18 | 7.50      |
|           |           |                                | PI0878     | 1826949600   | 010-6000-451.60-18 | 47.92     |
|           |           |                                | PI0879     | 1827214200   | 010-6000-451.60-18 | 95.84     |
|           |           |                                | PI0880     | 1827485800   | 010-6000-451.60-18 | 47.92     |
|           |           |                                | PI0881     | 1827639700   | 010-6000-451.60-18 | 5.04      |
| 7/18/2012 | 556       | OFFICE TEAM                    | 000419     | 35716502     | 010-1410-419.50-37 | 439.76    |
|           |           |                                | 000420     | 35769044     | 010-1410-419.50-37 | 764.80    |
|           |           |                                | 000421     | 35814643     | 010-1410-419.50-37 | 763.27    |
|           |           |                                | 000422     | 35854979     | 010-1410-419.50-37 | 764.80    |
| 7/18/2012 | 716       | MUNICIPAL CODE CORPORATION     | 000417     | 00218959     | 010-1104-419.40-28 | 550.00    |
| 7/18/2012 | 1109      | RED BUD FILTER SERVICE         | PI0914     | 354965       | 010-1700-419.60-18 | 177.14    |
|           |           |                                | PI0915     | 354965       | 010-3001-421.60-18 | 453.07    |
|           |           |                                | PI0916     | 354965       | 010-3009-421.60-18 | 107.23    |
|           |           |                                | PI0917     | 354965       | 010-3501-422.60-18 | 166.65    |
|           |           |                                | PI0918     | 354965       | 010-6000-451.60-18 | 36.90     |
|           |           |                                | PI0919     | 354965       | 010-6001-451.60-18 | 91.94     |
|           |           |                                | PI0920     | 354965       | 010-6002-451.60-18 | 331.89    |
|           |           |                                | PI0922     | 354966       | 010-1103-419.60-23 | 17.94     |
|           |           |                                | PI0923     | 354966       | 010-5105-432.60-18 | 12.77     |
|           |           |                                | PI0924     | 354966       | 010-6000-451.60-18 | 11.93     |
|           |           |                                | PI0925     | 354966       | 010-6004-451.60-18 | 61.25     |
| 7/18/2012 | 1756      | CENTRAL PARK TAG AGENCY        | 000402     | 448957       | 010-3501-422.60-23 | 46.50     |
|           |           |                                | 000403     | 449242       | 010-3501-422.60-23 | 46.50     |
| 7/18/2012 | 1993      | G W VAN KEBPEL COMPANY         | PI0907     | C26455       | 010-5300-431.60-20 | 976.85    |
| 7/18/2012 | 2405      | OKLAHOMA MUNICIPAL COURT CLERK | 000424     | SEPT 2012    | 010-1104-419.30-11 | 80.00     |
| 7/18/2012 | 3272      | OKLAHOMA MUNICIPAL JUDGE ASSOC | 000425     | EDGAR 2618   | 010-1104-419.30-85 | 35.00     |
|           |           |                                | 000426     | SAGELY 18459 | 010-1104-419.30-85 | 35.00     |
| 7/18/2012 | 4198      | NEIGHBOR NEWSPAPERS            | 000418     | 410680       | 010-1700-419.50-05 | 9.85      |
| 7/18/2012 | 4311      | UNITED FORD                    | PI0763     | 1826020      | 010-6000-451.60-20 | 517.34    |
|           |           |                                | PI0764     | 1826476      | 010-6000-451.60-20 | 101.80    |
| 7/18/2012 | 4513      | CUSTOM SERVICES                | 000405     | 273484       | 010-3501-422.40-07 | 190.00    |
| 7/18/2012 | 5941      | LOWES                          | PI0754     | 02446/       | 010-6000-451.60-23 | 7.58      |
|           |           |                                | PI0757     | 14379/       | 010-3501-422.60-30 | 52.22     |
|           |           |                                | PI0860     | 02568/       | 010-6002-451.60-18 | 15.00     |
| 7/18/2012 | 7165      | BEST LIGHTING SUPPLY           | PI0974     | 3064         | 010-3001-421.60-18 | 266.65    |
| 7/18/2012 | 7430      | CHARM-TEX                      | PI1204     | 0064035      | 010-3008-421.60-23 | 160.37    |
| 7/18/2012 | 7486      | BUILDING SPECIALTIES           | PI1011     | 182149676    | 010-3001-421.60-18 | 72.32     |

FUND 010 GENERAL FUND

| DATE      | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|--------------------------------|------------|-------------|--------------------|-----------|
| 7/18/2012 | 8464      | EASTON SOD FARMS INC           | PI0899     | 252651      | 010-6000-451.60-70 | 360.00    |
| 7/18/2012 | 8702      | ERSON ASPHALT & EMULSIONS INC  | PI0900     | 9400920221  | 010-5300-431.60-80 | 285.64    |
| 7/18/2012 | 9228      | ALERT-ALL CORP                 | PI0935     | 212070175   | 010-3504-422.60-23 | 375.00    |
| 7/18/2012 | 9268      | MERCHANT SERVICES OF OKLAHOMA  | 000416     | 32880       | 010-3009-421.60-23 | 29.75     |
| 7/18/2012 | 99999     | MISC-A/R REFUNDS               | 000412     | 72701       | 010-0000-229.15-00 | 77.00     |
|           |           |                                | 000414     | 72574       | 010-0000-229.15-00 | 80.00     |
|           |           |                                | 000415     | 72653       | 010-0000-229.15-00 | 30.00     |
|           |           |                                |            |             | 7/18/2012 TOTAL -  | 10,927.31 |
|           |           |                                |            |             | CUMULATIVE TOTAL - | 84,212.53 |
| 7/19/2012 | 68        | BOUND TREE MEDICAL             | PI1110     | 80827040    | 010-3502-422.60-23 | 185.00    |
| 7/19/2012 | 71        | BROKEN ARROW ELECTRIC INC      | PI0969     | S1499197001 | 010-5110-437.60-35 | 87.71     |
| 7/19/2012 | 278       | PHYSIO-CONTROL INC             | 000447     | 413008129   | 010-3502-422.40-55 | 4,376.79  |
| 7/19/2012 | 308       | OVERHEAD DOOR CO               | 000445     | 20090981    | 010-3501-422.40-07 | 135.00    |
|           |           |                                | 000446     | 20091047    | 010-3501-422.40-07 | 191.25    |
| 7/19/2012 | 399       | LOCKE SUPPLY COMPANY           | PI0882     | 1827970500  | 010-6000-451.60-18 | 63.13     |
|           |           |                                | PI0883     | 1828183900  | 010-6000-451.60-18 | 6.35      |
|           |           |                                | PI0884     | 1828268600  | 010-3008-421.60-18 | 29.39     |
|           |           |                                | PI0885     | 1828729500  | 010-1700-419.60-18 | 15.04     |
| 7/19/2012 | 742       | SECRETARY OF STATE             | 000448     | 12005601    | 010-1400-419.30-11 | 10.00     |
|           |           |                                | 000449     | 04006281    | 010-1400-419.30-11 | 10.00     |
|           |           |                                | 000450     | CURTIS      | 010-3008-421.30-11 | 20.00     |
|           |           |                                | 000451     | THOMAS      | 010-3008-421.30-11 | 20.00     |
| 7/19/2012 | 759       | H D INDUSTRIES INC             | PI1120     | 19110       | 010-5300-431.60-20 | 43.94     |
| 7/19/2012 | 2315      | MOORE MEDICAL                  | PI1016     | 97346244RI  | 010-3502-422.60-23 | 78.65     |
|           |           |                                | PI1017     | 97347080RI  | 010-3502-422.60-23 | 81.97     |
|           |           |                                | 000457     | 410505      | 010-1700-419.50-05 | 1,425.76  |
| 7/19/2012 | 2385      | TULSA DAILY COMMERCE & LEGAL N | PI0959     | 32937966    | 010-6002-451.60-67 | 9.85      |
| 7/19/2012 | 3533      | GREAT PLAINS COCA-COLA BOTTLIN | 000465     | 56199       | 010-6002-451.40-07 | 412.81    |
| 7/19/2012 | 3911      | YORK ELECTRONICS SYSTEMS INC   | 000453     | 23064       | 010-6002-451.40-07 | 300.00    |
| 7/19/2012 | 3964      | THE ARROW GROUP                | 000454     | 23067       | 010-1400-419.30-11 | 30.00     |
|           |           |                                | PI0877     | 1827159     | 010-1400-419.30-11 | 30.00     |
| 7/19/2012 | 4311      | UNITED FORD                    | PI0898     | 200922      | 010-3009-421.60-20 | 125.38    |
| 7/19/2012 | 4572      | LIGHTING INC                   | PI1022     | 088074      | 010-6002-451.60-18 | 340.50    |
| 7/19/2012 | 5199      | GARDEN STATE HIGHWAY PRODUCTS  | PI1018     | 787778801   | 010-5300-431.60-36 | 487.50    |
| 7/19/2012 | 5770      | HENRY SCHEIN INC               | PI0761     | 02766       | 010-3502-422.60-23 | 134.50    |
| 7/19/2012 | 5941      | LOWES                          | PI0762     | 10393       | 010-5300-431.60-23 | 69.52     |
|           |           |                                | PI0861     | 01564/      | 010-3501-422.60-20 | 56.94     |
|           |           |                                | PI0862     | 02874//     | 010-6000-451.60-23 | 3.11      |
|           |           |                                | PI0863     | 10329       | 010-1700-419.60-18 | 3.58      |
|           |           |                                | PI1009     | 44698600    | 010-6000-451.60-23 | 4.74      |
| 7/19/2012 | 6822      | TULSA WINNELSON                | 000464     | 31767       | 010-6000-451.60-18 | 24.19     |
| 7/19/2012 | 7021      | WIRELESS TECHNOLOGIES, INC.    | PI1115     | 269482      | 010-1103-419.40-55 | 3,600.00  |
| 7/19/2012 | 7953      | COMMUNICATIONS SUPPLY CORPORAT | PI0901     | 9400920757  | 010-5110-437.60-35 | 65.00     |
| 7/19/2012 | 8702      | ERSON ASPHALT & EMULSIONS INC  | 000460     | 35657       | 010-5300-431.60-80 | 382.55    |
| 7/19/2012 | 8924      | VERDE VISTA RESOURCES INC      | 000461     | 35669       | 010-6000-451.40-28 | 415.00    |
|           |           |                                | 000452     | 9/5-7/12    | 010-6000-451.40-28 | 415.00    |
| 7/19/2012 | 9212      | STEPHANIE HIGGINS              | PI1030     | 104247      | 010-0300-413.50-03 | 231.00    |
| 7/19/2012 | 9226      | SIGNCAD SYSTEMS, INC.          |            |             | 010-5300-431.40-55 | 950.00    |
|           |           |                                |            |             | 7/19/2012 TOTAL -  | 14,871.15 |
|           |           |                                |            |             | CUMULATIVE TOTAL - | 99,083.68 |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|--------------------------------|------------|-------------|--------------------|------------|
| 7/20/2012 | 71        | BROKEN ARROW ELECTRIC INC      | PI0970     | S1499700001 | 010-5110-437.60-35 | 5.43       |
| 7/20/2012 | 399       | LOCKE SUPPLY COMPANY           | PI0971     | S1499729001 | 010-6002-451.60-23 | 1.69       |
| 7/20/2012 | 463       | ZEE MEDICAL SERVICES INC       | PI0886     | 1829677200  | 010-6002-451.60-18 | 3.35       |
| 7/20/2012 | 687       | WHEELED COACH                  | PI1015     | 0021052952  | 010-6002-451.60-23 | 48.20      |
| 7/20/2012 | 1891      | TUCKER JANITOR SUPPLIES INC    | PI1194     | 225571      | 010-3501-422.60-20 | 665.31     |
| 7/20/2012 | 3533      | GREAT PLAINS COCA-COLA BOTTLIN | PI1195     | 225572      | 010-3501-422.60-20 | 259.60     |
| 7/20/2012 | 3638      | BEN E KEITH CO                 | PI0927     | 06131500    | 010-1700-419.60-30 | 55.50      |
| 7/20/2012 | 5113      | PHARMACEUTICAL SYSTEMS INC (PS | PI0960     | 32937965    | 010-3009-421.60-23 | 224.50     |
| 7/20/2012 | 5941      | LOWES                          | PI0965     | 01807528    | 010-6002-451.60-67 | 127.76     |
|           |           |                                | PI0794     | C10234833   | 010-6002-451.60-67 | 268.71     |
|           |           |                                | PI0865     | 01595/      | 010-3502-422.60-23 | 1,637.55   |
|           |           |                                | PI0866     | 02091/      | 010-5300-431.60-23 | 7.76       |
|           |           |                                | PI0867     | 02116/      | 010-5300-431.60-23 | 41.20      |
|           |           |                                | PI0868     | 02127/      | 010-6002-451.60-18 | 6.15       |
|           |           |                                | PI0869     | 02206/      | 010-1700-419.60-30 | 127.26     |
|           |           |                                | PI0871     | 02231/      | 010-5110-437.60-35 | 6.16       |
|           |           |                                | PI0986     | 02161////   | 010-5300-431.60-23 | 1.50       |
|           |           |                                | PI0987     | 146662/     | 010-6002-451.60-23 | 8.76       |
| 7/20/2012 | 8702      | ERGON ASPHALT & EMULSIONS INC  | PI1013     | 9400921355  | 010-3501-422.60-23 | 17.79      |
|           |           |                                |            |             | 010-5300-431.60-80 | 367.25     |
|           |           |                                |            |             | 7/20/2012 TOTAL    | 3,955.53   |
|           |           |                                |            |             | CUMULATIVE TOTAL   | 103,039.21 |
| 7/21/2012 | 366       | J & J SAND CO                  | PI1010     | 1029127     | 010-6000-451.60-27 | 334.41     |
| 7/21/2012 | 420       | APAC-CENTRAL, INC              | PI1002     | 7000474105  | 010-5300-431.60-80 | 283.02     |
|           |           |                                | PI1003     | 7000474108  | 010-5300-431.60-80 | 805.62     |
|           |           |                                | PI1005     | 7000474752  | 010-5300-431.60-80 | 68.19      |
|           |           |                                |            |             | 7/21/2012 TOTAL    | 1,491.24   |
|           |           |                                |            |             | CUMULATIVE TOTAL   | 104,530.45 |
| 7/23/2012 | 62        | BOBS PAINT & BODY SHOP         | PI1126     | B5283B4A    | 010-3001-421.40-20 | 45.00      |
| 7/23/2012 | 71        | BROKEN ARROW ELECTRIC INC      | PI0972     | S1500177001 | 010-5110-437.60-23 | 14.44      |
| 7/23/2012 | 370       | AIRGAS USA LLC                 | PI0983     | 9007272524  | 010-6002-451.60-34 | 111.99     |
|           |           |                                | PI0984     | 9007272725  | 010-6002-451.60-34 | 281.97     |
|           |           |                                | PI1082     | 0063148     | 010-6003-451.60-23 | 38.28      |
|           |           |                                | PI0997     | 1830688300  | 010-3501-422.60-18 | 4.95       |
|           |           |                                | PI1127     | 0774409200  | 010-3001-421.60-32 | 125.26     |
|           |           |                                | PI1209     | 107158      | 010-3001-421.60-23 | 717.89     |
|           |           |                                | PI1164     | 227252      | 010-6000-451.60-23 | 35.50      |
|           |           |                                | PI1129     | 0213043     | 010-3001-421.60-23 | 482.24     |
|           |           |                                | PI1128     | 11734       | 010-3009-421.60-30 | 1,970.38   |
|           |           |                                | PI0988     | 02036//     | 010-6000-451.60-23 | 8.53       |
|           |           |                                | PI0990     | 02097//     | 010-6000-451.60-23 | 4.26       |
|           |           |                                | PI0991     | 02180////   | 010-6000-451.60-23 | 12.31      |
|           |           |                                | PI1063     | 11782       | 010-6003-451.60-23 | 6.91       |
|           |           |                                | PI1086     | 45546       | 010-5300-431.60-80 | 127.62     |
| 7/23/2012 | 6955      | GREENHILL MATERIALS LC         | PI1116     | 270794      | 010-5110-437.60-35 | 65.00      |
| 7/23/2012 | 7953      | COMMUNICATIONS SUPPLY CORPORAT | PI1024     | 478575      | 010-3501-422.60-20 | 89.43      |
| 7/23/2012 | 8280      | CONRAD FIRE EQUIPMENT INC      | PI1014     | 9400922353  | 010-5300-431.60-80 | 351.94     |
| 7/23/2012 | 8702      | ERGON ASPHALT & EMULSIONS INC  | PI1014     | 9400922353  | 010-5300-431.60-80 | 4,493.90   |
|           |           |                                |            |             | 7/23/2012 TOTAL    | 4,493.90   |
|           |           |                                |            |             | CUMULATIVE TOTAL   | 109,024.35 |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|--------------------------------|------------|------------|--------------------|------------|
| 7/24/2012 | 42        | ARROW SAFE AND LOCK INC        | PI1012     | 62776      | 010-3001-421.60-18 | 89.95      |
| 7/24/2012 | 399       | LOCKE SUPPLY COMPANY           | PI0998     | 1831747200 | 010-6002-451.60-18 | 32.96      |
|           |           |                                | PI0999     | 1831810900 | 010-5110-437.60-35 | 14.58      |
|           |           |                                | PI1000     | 1831932000 | 010-5110-437.60-35 | 2.93       |
|           |           |                                | PI1001     | 1832305700 | 010-6002-451.60-18 | 23.30      |
| 7/24/2012 | 3533      | GREAT PLAINS COCA-COLA BOTTLIN | PI0961     | 32938090   | 010-6002-451.60-67 | 185.52     |
|           |           |                                | PI0962     | 329938093  | 010-6002-451.60-67 | 104.86     |
| 7/24/2012 | 3638      | BEN E KEITH CO                 | PI0967     | 01810561   | 010-6002-451.60-67 | 322.72     |
|           |           |                                | PI0966     | 01810562   | 010-6002-451.60-67 | 636.10     |
| 7/24/2012 | 5168      | AMC INDUSTRIES INC             | PI1165     | 227498     | 010-6000-451.60-18 | 88.16-     |
|           |           |                                | PI1166     | 227499     | 010-6000-451.60-18 | 111.84     |
| 7/24/2012 | 5871      | I. D. EDGE, INC.               | PI1134     | 58911      | 010-6002-451.60-03 | 300.00     |
| 7/24/2012 | 5941      | LOWES                          | PI0993     | 02400/     | 010-6000-451.60-23 | 13.18      |
|           |           |                                | PI1064     | 02489      | 010-6000-451.60-24 | 141.55     |
| 7/24/2012 | 6656      | SOUTH EAST AUTO TRIM INC.      | PI1032     | 50633      | 010-1415-424.40-20 | 450.00     |
| 7/24/2012 | 6831      | POPCO DISTRIBUTING             | PI0963     | 3807       | 010-6002-451.60-67 | 140.20     |
|           |           |                                | PI0964     | 3807       | 010-6002-451.60-67 | 453.35     |
| 7/24/2012 | 9112      | WESTERN EXTERMINATOR CO DBA    | PI1113     | 1497359    | 010-5300-431.60-23 | 1,085.40   |
| 7/24/2012 | 9426      | REDWOOD HEIGHTS DEV INC        | PI1021     | 23258      | 010-6002-451.60-67 | 251.28     |
| 7/24/2012 | 9437      | R & J SIGN SUPPLY COMPANY      | PI1208     | 240297     | 010-5300-431.60-24 | 795.00     |
|           |           |                                |            |            | 7/24/2012 TOTAL -  | 5,066.56   |
|           |           |                                |            |            | CUMULATIVE TOTAL - | 114,090.91 |
| 7/25/2012 | 399       | LOCKE SUPPLY COMPANY           | PI1078     | 1833366700 | 010-6001-451.60-18 | 18.04      |
| 7/25/2012 | 5168      | AMC INDUSTRIES INC             | PI1167     | 227718     | 010-6000-451.60-18 | 106.00     |
| 7/25/2012 | 5941      | LOWES                          | PI1067     | 11157      | 010-5300-431.60-23 | 7.98       |
| 7/25/2012 | 6822      | TULSA WINNELSON                | PI1218     | 44875100   | 010-6002-451.60-18 | 70.83      |
|           |           |                                | PI1219     | 44887300   | 010-6002-451.60-18 | 12.54      |
|           |           |                                | PI1133     | 853863     | 010-6002-451.60-03 | 121.50     |
| 7/25/2012 | 8366      | ID WHOLESALER                  | PI1094     | RM12051263 | 010-5110-437.60-35 | 273.00     |
| 7/25/2012 | 9018      | DOLESE BROS. CO.               | 000484     | 50552706   | 010-5105-432.40-31 | 11.89      |
| 7/25/2012 | 9151      | CLEAN THE UNIFORM CO OKLAHOMA  | 000485     | 50552706   | 010-5105-432.40-31 | .34-       |
|           |           |                                | 000488     | 50552708   | 010-5110-437.40-31 | 57.05      |
|           |           |                                | 000489     | 50552708   | 010-5110-437.40-31 | .96-       |
|           |           |                                | 000490     | 50552710   | 010-5300-431.40-31 | 68.13      |
|           |           |                                | 000491     | 50552710   | 010-5300-431.40-31 | 2.06-      |
|           |           |                                | 000494     | 50552713   | 010-5105-432.40-33 | 1.05       |
|           |           |                                | 000497     | 50552721   | 010-3501-422.40-33 | 4.57       |
|           |           |                                | 000499     | 50553066   | 010-6000-451.40-31 | 61.64      |
|           |           |                                | 000500     | 50553066   | 010-6000-451.40-31 | 5.41-      |
|           |           |                                | 000501     | 50553066   | 010-6003-451.40-31 | 8.98       |
|           |           |                                | 000510     | 50553702   | 010-5105-432.40-31 | 11.57      |
|           |           |                                | 000512     | 50553704   | 010-5110-437.40-31 | 56.25      |
|           |           |                                | 000513     | 50553706   | 010-5300-431.40-31 | 66.07      |
|           |           |                                | 000517     | 50553714   | 010-1700-419.40-33 | 23.02      |
|           |           |                                | 000518     | 50553727   | 010-6002-451.40-33 | 8.58       |
|           |           |                                | 000667     | 50552723   | 010-1400-419.40-31 | 9.36       |
|           |           |                                | 000668     | 50553719   | 010-1400-419.40-31 | 9.62       |
|           |           |                                | 000669     | 50552715   | 010-1415-424.40-31 | 30.89      |
|           |           |                                | 000670     | 50553711   | 010-1415-424.40-31 | 32.81      |
|           |           |                                | 000676     | 50554722   | 010-5110-437.40-31 | 56.25      |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                   | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|-------------------------------|------------|-------------|--------------------|------------|
| 7/26/2012 | 19        | ALL KILL PEST CONTROL         | 000677     | 50554724    | 010-5300-431.40-31 | 66.07      |
|           |           |                               |            |             | 7/25/2012 TOTAL -  | 1,184.92   |
|           |           |                               |            |             | CUMULATIVE TOTAL - | 115,275.83 |
| 7/26/2012 | 71        | BROKEN ARROW ELECTRIC INC     | 000601     | 75633       | 010-6002-451.40-07 | 35.00      |
| 7/26/2012 | 88        | WEST PUBLISHING COMPANY       | 000602     | 75576       | 010-3501-422.40-07 | 185.00     |
| 7/26/2012 | 113       | WAGONER COUNTY RURAL WATER #4 | 000603     | 75575       | 010-3501-422.40-07 | 30.00      |
| 7/26/2012 | 167       | TULSA COUNTY INFORMATION TECH | 000604     | 75654       | 010-6000-451.40-07 | 40.00      |
| 7/26/2012 | 203       | FEDERAL EXPRESS CORPORATION   | PI1216     | S1496135001 | 010-5110-437.60-35 | 294.23     |
| 7/26/2012 | 206       | FERGUSON PONTIAC GMC TRUCK    | 000647     | 825225983   | 010-0800-415.60-28 | 2,522.99   |
| 7/26/2012 | 269       | RALSTONS MUFFLER              | 000596     | 126300      | 010-6005-451.50-23 | 13.38      |
| 7/26/2012 | 308       | OVERHEAD DOOR CO              | 000632     | 211056      | 010-1400-419.50-54 | 30.00      |
| 7/26/2012 | 309       | OKLAHOMA NATURAL GAS CO       | PI1138     | 795742764   | 010-1700-419.50-39 | 100.34     |
|           |           |                               | PI1097     | 116500      | 010-1415-424.60-20 | 85.00      |
|           |           |                               | 000627     | 20091158    | 010-6000-451.60-20 | 49.95      |
|           |           |                               | 000591     | 110093891   | 010-3501-422.40-07 | 157.50     |
|           |           |                               | 000592     | 179333536   | 010-6001-451.50-24 | 119.41     |
|           |           |                               | 000593     | 114839300   | 010-6000-451.50-24 | 39.11      |
|           |           |                               | 000685     | 179445691   | 010-3001-421.50-24 | 165.26     |
|           |           |                               | 000739     | 114669973   | 010-3501-422.50-24 | 104.06     |
|           |           |                               | 000740     | 111356527   | 010-3001-421.50-24 | 168.56     |
|           |           |                               | 000741     | 111367300   | 010-3001-421.50-24 | 83.23      |
|           |           |                               | 000742     | 110382200   | 010-3001-421.50-24 | 27.88      |
|           |           |                               | 000743     | 180496173   | 010-3501-422.50-24 | 94.64      |
|           |           |                               | 000522     | 95622952604 | 010-6002-451.50-25 | 107.53     |
|           |           |                               | 000523     | 95093402212 | 010-1700-419.50-25 | 36.78      |
|           |           |                               | 000524     | 95908637606 | 010-6000-451.50-25 | 346.14     |
|           |           |                               | 000525     | 95513788703 | 010-6000-451.50-42 | 50.71      |
|           |           |                               | 000526     | 95207472150 | 010-1105-419.50-25 | 10.90      |
|           |           |                               | 000527     | 95979421401 | 010-6000-451.50-25 | 36.11      |
|           |           |                               | 000528     | 9501769030  | 010-6004-451.50-25 | 1,703.23   |
|           |           |                               | 000530     | 9511469030  | 010-6001-451.50-25 | 2,520.06   |
|           |           |                               | 000531     | 9521249690  | 010-6000-451.50-25 | 36.76      |
|           |           |                               | 000532     | 9522893210  | 010-6000-451.50-25 | 21.16-     |
|           |           |                               | 000533     | 9527369030  | 010-6000-451.50-25 | 93.17      |
|           |           |                               | 000534     | 9528150390  | 010-6000-451.50-25 | 33.90      |
|           |           |                               | 000535     | 9534164330  | 010-6000-451.50-25 | 37.50      |
|           |           |                               | 000536     | 9541017910  | 010-6000-451.50-25 | 127.20     |
|           |           |                               | 000537     | 9546574470  | 010-6000-451.50-25 | 186.29     |
|           |           |                               | 000538     | 9548215060  | 010-6000-451.50-25 | 10.00      |
|           |           |                               | 000539     | 9550378160  | 010-6000-451.50-25 | 10.00      |
|           |           |                               | 000540     | 9553345790  | 010-6000-451.50-25 | 107.33     |
|           |           |                               | 000541     | 9555549500  | 010-6000-451.50-25 | 42.97      |
|           |           |                               | 000542     | 9559837450  | 010-6000-451.50-25 | 44.35      |
|           |           |                               | 000543     | 9564267920  | 010-6000-451.50-25 | 460.71     |
|           |           |                               | 000544     | 9568460810  | 010-6000-451.50-25 | 124.43     |
|           |           |                               | 000545     | 9570473290  | 010-6000-451.50-25 | 121.02     |
|           |           |                               | 000546     | 957176710   | 010-6000-451.50-25 | 10.00      |
|           |           |                               | 000547     | 9576407820  | 010-6000-451.50-25 | 36.76      |

FUND 010 GENERAL FUND

| DATE DUE | VENDOR NO | VENDOR NAME | VOUCHER NO  | INVOICE NO | ACCOUNT NO         | AMOUNT   |
|----------|-----------|-------------|-------------|------------|--------------------|----------|
|          | 000548    |             | 9578570880  |            | 010-6000-451.50-25 | 10.00    |
|          | 000549    |             | 9579019760  |            | 010-6000-451.50-25 | 41.84    |
|          | 000550    |             | 9584420250  |            | 010-6000-451.50-25 | 10.00    |
|          | 000551    |             | 9589369030  |            | 010-6000-451.50-25 | 36.76    |
|          | 000552    |             | 9599210130  |            | 010-6000-451.50-25 | 38.61    |
|          | 000553    |             | 9500179030  |            | 010-6000-451.50-25 | 11.24    |
|          | 000554    |             | 9516079030  |            | 010-6000-451.50-25 | 50.55    |
|          | 000555    |             | 9519179030  |            | 010-6000-451.50-25 | 36.76    |
|          | 000556    |             | 9521479030  |            | 010-6000-451.50-25 | 75.42    |
|          | 000557    |             | 9535869030  |            | 010-6000-451.50-25 | 178.50   |
|          | 000558    |             | 9547079030  |            | 010-6000-451.50-25 | 122.63   |
|          | 000559    |             | 9571279030  |            | 010-6000-451.50-25 | 27.66    |
|          | 000560    |             | 9584079030  |            | 010-6000-451.50-25 | 36.81    |
|          | 000561    |             | 9587179030  |            | 010-6000-451.50-25 | 36.76    |
|          | 000562    |             | 9593179030  |            | 010-6000-451.50-25 | 135.89   |
|          | 000563    |             | 9506080710  |            | 010-6000-451.50-43 | 893.40   |
|          | 000564    |             | 9535173550  |            | 010-6000-451.50-43 | 292.50   |
|          | 000565    |             | 9521414070  |            | 010-6000-451.50-41 | 166.09   |
|          | 000566    |             | 9599080710  |            | 010-6000-451.50-41 | 131.62   |
|          | 000567    |             | 9534279030  |            | 010-6000-451.50-41 | 54.81    |
|          | 000568    |             | 9565279030  |            | 010-6000-451.50-41 | 82.46    |
|          | 000569    |             | 9574379030  |            | 010-6000-451.50-41 | 38.02    |
|          | 000570    |             | 9527371130  |            | 010-6000-451.50-40 | 153.58   |
|          | 000571    |             | 9550999950  |            | 010-6000-451.50-40 | 253.60   |
|          | 000572    |             | 9587421490  |            | 010-6000-451.50-40 | 39.82    |
|          | 000573    |             | 9528279030  |            | 010-6000-451.50-40 | 262.19   |
|          | 000574    |             | 9543379030  |            | 010-6000-451.50-40 | 73.79    |
|          | 000575    |             | 9585312130  |            | 010-6000-451.50-40 | 624.00   |
|          | 000576    |             | 9545064620  |            | 010-6000-451.50-42 | 172.37   |
|          | 000577    |             | 9524269030  |            | 010-6000-451.50-42 | 1,592.08 |
|          | 000578    |             | 9525179030  |            | 010-6000-451.50-42 | 40.83    |
|          | 000579    |             | 9589756821  |            | 010-6000-451.50-25 | 35.20    |
|          | 000682    |             | 95622616027 |            | 010-3001-421.50-25 | 1,216.36 |
|          | 000683    |             | 95168310308 |            | 010-5105-432.50-25 | 123.78   |
|          | 000747    |             | 9500931030  |            | 010-1105-419.50-25 | 137.86   |
|          | 000748    |             | 9502643730  |            | 010-1105-419.50-25 | 11.53    |
|          | 000749    |             | 9505615730  |            | 010-1105-419.50-25 | 11.76    |
|          | 000750    |             | 9512131380  |            | 010-1105-419.50-25 | 10.02    |
|          | 000751    |             | 9532921590  |            | 010-1105-419.50-25 | 9.82     |
|          | 000752    |             | 9534529020  |            | 010-1105-419.50-25 | 10.41    |
|          | 000753    |             | 9547331280  |            | 010-1105-419.50-25 | 11.95    |
|          | 000754    |             | 9550772600  |            | 010-1105-419.50-25 | 10.01    |
|          | 000755    |             | 9558489440  |            | 010-1105-419.50-25 | 10.41    |
|          | 000756    |             | 9559962250  |            | 010-1105-419.50-25 | 10.02    |
|          | 000757    |             | 9562217730  |            | 010-1105-419.50-25 | 11.69    |
|          | 000758    |             | 9564579240  |            | 010-1105-419.50-25 | 11.95    |
|          | 000759    |             | 9573455900  |            | 010-1105-419.50-25 | 11.95    |
|          | 000761    |             | 9576264750  |            | 010-1105-419.50-25 | 9.82     |
|          | 000762    |             | 9580636380  |            | 010-1105-419.50-25 | 10.02    |
|          | 000763    |             | 9592078360  |            | 010-1105-419.50-25 | 10.41    |
|          | 000622    |             | 35838194    |            | 010-0300-413.50-37 | 430.20   |

OFFICE TEAM

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FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO     | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|--------------------------------|------------|----------------|--------------------|------------|
| 7/26/2012 | 687       | WHEELED COACH                  | 000623     | 35871449       | 010-0300-413.50-37 | 344.16     |
| 7/26/2012 | 1345      | OME CORP,LLC                   | 000624     | 35903466       | 010-1410-419.50-37 | 611.84     |
| 7/26/2012 | 1725      | SUPERIOR FIRE PROTECTION       | PI1196     | 4406           | 010-3501-422.60-20 | 375.70     |
| 7/26/2012 | 2045      | PROFESSIONAL TURF PRODUCTS     | 000625     | 130536         | 010-1104-419.40-55 | 2,733.00   |
| 7/26/2012 | 2774      | CHILDRENS SPECIALTIES INC      | 000626     | 130537         | 010-1104-419.40-55 | 494.00     |
| 7/26/2012 | 3417      | LEGAL DIRECTORIES PUBLISHING C | 000630     | 488            | 010-6004-451.40-07 | 592.00     |
| 7/26/2012 | 3911      | YORK ELECTRONICS SYSTEMS INC   | PI1137     | 119413500      | 010-6000-451.60-20 | 150.69     |
| 7/26/2012 | 4513      | CUSTOM SERVICES                | PI1025     | 12223          | 010-6000-451.60-33 | 3,825.00   |
| 7/26/2012 | 4997      | HARRIS CORPORATION             | 000618     | 2598422        | 010-0800-415.60-28 | 145.72     |
| 7/26/2012 | 5389      | TULSA OVERHEAD DOOR CO         | 000650     | 56249          | 010-6002-451.40-07 | 442.00     |
| 7/26/2012 | 5410      | UNITED RENTALS, INC            | 000651     | 56252          | 010-3009-421.40-07 | 166.50     |
| 7/26/2012 | 5941      | LOWES                          | 000611     | 273073         | 010-3001-421.40-07 | 589.00     |
| 7/26/2012 | 6347      | COX COMMUNICATIONS             | 000612     | 274386         | 010-3001-421.40-07 | 208.00     |
| 7/26/2012 | 6656      | SOUTH EAST AUTO TRIM INC.      | PI1205     | 93116939       | 010-3501-422.60-23 | 6,251.15   |
| 7/26/2012 | 7233      | CENTER FOR ECONOMIC            | PI1206     | 93116939       | 010-3501-422.60-24 | 4,900.15   |
| 7/26/2012 | 7631      | JENNIFER THEGARDEN             | 000654     | 30091223       | 010-3501-422.40-07 | 135.00     |
| 7/26/2012 | 7632      | RICHARD CARTER                 | 000642     | 104029255001   | 010-6005-451.40-32 | 100.54     |
| 7/26/2012 | 7724      | WINDSTREAM                     | PI1068     | 01954/         | 010-6003-451.60-23 | 43.31      |
| 7/26/2012 | 8508      | TULSA COUNTY PRINT SHOP        | PI1070     | 02145/         | 010-6000-451.60-23 | 1.80       |
| 7/26/2012 | 8981      | WOOD PUHL & WOOD PLLC          | 000584     | 067687001      | 010-6000-451.50-23 | 69.95      |
| 7/26/2012 | 8989      | BLR                            | 000585     | 066245901      | 010-6000-451.50-23 | 121.67     |
| 7/26/2012 | 99999     | MISC-A/R REFUNDS               | 000586     | 065345901      | 010-3001-421.50-23 | 185.65     |
| 7/26/2012 |           |                                | 000587     | 061076801      | 010-1103-419.50-54 | 66.95      |
| 7/26/2012 |           |                                | 000588     | 066266801      | 010-3501-422.50-23 | 185.65     |
| 7/26/2012 |           |                                | 000684     | 063211901      | 010-3001-421.50-23 | 18.59      |
| 7/26/2012 |           |                                | 000609     | 50647          | 010-1415-424.40-20 | 125.00     |
| 7/26/2012 |           |                                | 000610     | 7854           | 010-0800-415.30-08 | 180.00     |
| 7/26/2012 |           |                                | 000616     | 7855           | 010-0800-415.30-08 | 2,179.00   |
| 7/26/2012 |           |                                | 000594     | 06/15-07/06/12 | 010-6002-451.40-28 | 400.00     |
| 7/26/2012 |           |                                | 000744     | AUG 2012       | 010-1700-419.50-22 | 49.95      |
| 7/26/2012 |           |                                | 000746     | 4558004        | 010-6000-451.50-22 | 123.12     |
| 7/26/2012 |           |                                | 000633     | 3555028        | 010-6002-451.50-22 | 40.27      |
| 7/26/2012 |           |                                | 000634     | 140022307      | 010-1700-419.50-36 | 48.64      |
| 7/26/2012 |           |                                | 000635     | 140022426      | 010-1700-419.50-36 | 36.89      |
| 7/26/2012 |           |                                | 000636     | 140022567      | 010-1700-419.50-36 | 111.96     |
| 7/26/2012 |           |                                | 000637     | 14002260CQ     | 010-1700-419.50-36 | 324.47     |
| 7/26/2012 |           |                                | 000638     | 14002261CQ     | 010-1700-419.50-36 | 90.71      |
| 7/26/2012 |           |                                | 000639     | 140022304      | 010-1700-419.50-36 | 90.76      |
| 7/26/2012 |           |                                | 000640     | 140022305      | 010-1700-419.50-36 | 38.62      |
| 7/26/2012 |           |                                | 000648     | 140022306      | 010-1700-419.50-36 | 38.80      |
| 7/26/2012 |           |                                | 000608     | 3053           | 010-0800-415.30-08 | 1,461.50   |
| 7/26/2012 |           |                                | 000617     | 14733950       | 010-0800-415.60-28 | 260.25     |
| 7/26/2012 |           |                                |            | 72865          | 010-0000-229.15-00 | 5.00       |
| 7/26/2012 |           |                                |            |                | 7/26/2012 TOTAL -  | 46,189.75  |
| 7/26/2012 |           |                                |            |                | CUMULATIVE TOTAL - | 161,465.58 |
| 7/27/2012 | 206       | FERGUSON PONTIAC GMC TRUCK     | PI1142     | 116521         | 010-1415-424.60-20 | 121.43     |
| 7/27/2012 | 278       | PHYSIO-CONTROL INC             | PI1143     | 116525         | 010-3501-422.60-20 | 33.35      |
| 7/27/2012 | 416       | MIDWEST BEARING & CHAIN CO     | 000703     | 413008106      | 010-3502-422.40-55 | 4,376.79   |
| 7/27/2012 | 1582      | NICHOLS MCCLANAHAN INC.        | PI1125     | 122586         | 010-6000-451.60-20 | 35.00      |
| 7/27/2012 |           |                                | 000701     | 16112          | 010-0800-415.40-28 | 910.75     |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO      | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|--------------------------------|------------|-----------------|--------------------|------------|
| 7/27/2012 | 3533      | GREAT PLAINS COCA-COLA BOTTLIN | 000702     | 16084           | 010-0800-415.40-28 | 1,296.50   |
|           |           |                                | PI1162     | 32938220        | 010-6002-451.60-67 | 32.26      |
|           |           |                                | PI1163     | 32938224        | 010-6002-451.60-67 | 112.92     |
| 7/27/2012 | 4500      | DEREK FULPS                    | 000694     | 03/12-6/28/12   | 010-3503-422.50-03 | 150.12     |
| 7/27/2012 | 4877      | NATHAN KINSEY                  | 000700     | 12/16/11-6/2012 | 010-3501-422.50-03 | 103.64     |
| 7/27/2012 | 4945      | ANDREW FIELD                   | 000688     | 12/2011-6/2012  | 010-3501-422.50-03 | 82.69      |
| 7/27/2012 | 5941      | LOWES                          | PI1074     | 10069/          | 010-3501-422.60-20 | 30.80      |
|           |           |                                | PI1172     | 09260           | 010-6003-451.60-23 | 47.47      |
| 7/27/2012 | 6784      | LATHAM, STALL, WAGNER, STEELE  | 000696     | 83660           | 010-0800-415.30-08 | 286.00     |
| 7/27/2012 | 7088      | MIKE HATCHETTE                 | 000699     | 11/19-6/22/12   | 010-3501-422.50-03 | 73.30      |
| 7/27/2012 | 7636      | BMW MOTORCYCLES OF TULSA       | PI1140     | 47308           | 010-3001-421.60-20 | 94.00      |
| 7/27/2012 | 8189      | ROTARY CLUB OF BROKEN ARROW    | 000704     | 260629          | 010-1400-419.30-85 | 430.00     |
| 7/27/2012 | 8344      | CHRIS THOMAS                   | 000693     | SPRING 2012     | 010-3501-422.30-11 | 566.27     |
| 7/27/2012 | 8674      | CHAD EDWARDS                   | 000692     | 11/15/11-6/9/12 | 010-3501-422.50-03 | 51.63      |
| 7/27/2012 | 8924      | VERDE VISTA RESOURCES INC      | 000707     | 35681           | 010-6000-451.40-28 | 415.00     |
| 7/27/2012 | 9446      | LEJEROME L WASHINGTON          | 000697     | 05/30/2012      | 010-1700-419.50-09 | 325.00     |
| 7/27/2012 | 9447      | MARK STEWARD                   | 000698     | 03/12-16/12     | 010-3503-422.50-03 | 66.60      |
|           |           |                                |            |                 | 7/27/2012 TOTAL    | 9,641.52   |
|           |           |                                |            |                 | CUMULATIVE TOTAL   | 171,107.10 |
| 7/28/2012 | 7251      | G. FARNEY ASSOCIATES           | PI1220     | 24556           | 010-6002-451.60-34 | 636.00     |
|           |           |                                |            |                 | 7/28/2012 TOTAL    | 636.00     |
|           |           |                                |            |                 | CUMULATIVE TOTAL   | 171,743.10 |
| 7/30/2012 | 206       | FERGUSON PONTIAC GMC TRUCK     | PI1213     | 29915           | 010-1415-424.40-20 | 227.70     |
| 7/30/2012 | 399       | LOCKE SUPPLY COMPANY           | PI1181     | 1836688600      | 010-6000-451.60-18 | 44.02      |
| 7/30/2012 | 4311      | UNITED FORD                    | PI1075     | 1832393         | 010-3001-421.60-20 | 34.87      |
|           |           |                                | PI1076     | 1832961         | 010-3001-421.60-20 | 110.07     |
|           |           |                                | PI1179     | 1833405         | 010-3001-421.60-20 | 131.13     |
| 7/30/2012 | 5202      | STERICYCLE INC.                | PI1102     | 4003541904      | 010-3502-422.30-87 | 134.88     |
|           |           |                                | PI1103     | 4003541905      | 010-3502-422.30-87 | 134.88     |
|           |           |                                | PI1104     | 4003541906      | 010-3502-422.30-87 | 134.88     |
|           |           |                                | PI1105     | 4003541907      | 010-3502-422.30-87 | 134.88     |
|           |           |                                | PI1106     | 4003541908      | 010-3502-422.30-87 | 134.88     |
|           |           |                                | PI1107     | 4003542144      | 010-3502-422.30-87 | 134.88     |
| 7/30/2012 | 5941      | LOWES                          | PI1174     | 01224//         | 010-6000-451.60-23 | 11.16      |
|           |           |                                | PI1176     | 10180           | 010-6002-451.60-23 | 19.90      |
| 7/30/2012 | 8464      | EASTON SOD FARMS INC           | PI1188     | 253081          | 010-6000-451.60-70 | 360.00     |
|           |           |                                | PI1189     | 253087          | 010-6000-451.60-70 | 180.00     |
|           |           |                                | PI1190     | 253088          | 010-6000-451.60-70 | 60.00      |
| 7/30/2012 | 9151      | CLEAN THE UNIFORM CO OKLAHOMA  | 000712     | 50553071        | 010-6002-451.40-33 | 3.83       |
|           |           |                                | 000713     | 50553059        | 010-6002-451.40-33 | 16.70      |
|           |           |                                | 000714     | 50553067        | 010-1104-419.40-33 | 8.40       |
|           |           |                                | 000715     | 50553062        | 010-6001-451.40-07 | 3.99       |
|           |           |                                | 000716     | 50553069        | 010-3001-421.40-33 | 3.20       |
|           |           |                                | 000719     | 50553070        | 010-3501-422.40-33 | 4.15       |
|           |           |                                | 000720     | 50553073        | 010-3501-422.40-33 | 4.57       |
|           |           |                                | 000721     | 50553710        | 010-3501-422.40-33 | 3.45       |
|           |           |                                | 000722     | 50553726        | 010-3501-422.40-33 | 6.18       |
|           |           |                                | 000723     | 50553730        | 010-3501-422.40-33 | 2.26       |
|           |           |                                | 000724     | 50553731        | 010-3501-422.40-33 | 5.60       |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                   | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|-------------------------------|------------|-------------|--------------------|------------|
|           |           |                               | 000725     | 50553728    | 010-3009-421.40-33 | 5.04       |
|           |           |                               | 000726     | 50553729    | 010-3001-421.40-33 | 1.64       |
|           |           |                               | 000727     | 50554084    | 010-6000-451.40-31 | 59.47      |
|           |           |                               | 000728     | 50554084    | 010-6003-451.40-31 | 8.97       |
|           |           |                               | 000729     | 50554077    | 010-3501-422.40-33 | 3.70       |
|           |           |                               | 000734     | 50554720    | 010-5105-432.40-31 | 11.57      |
|           |           |                               | 000735     | 50555080    | 010-6000-451.40-31 | 59.47      |
|           |           |                               | 000736     | 50555080    | 010-6003-451.40-31 | 8.97       |
|           |           |                               |            |             | 7/30/2012 TOTAL -  | 2,089.29   |
|           |           |                               |            |             | CUMULATIVE TOTAL - | 173,832.39 |
| 7/31/2012 | 4         | ACCURATE FIRE EQUIP CO INC    | 000773     | 748818      | 010-3501-422.30-87 | 204.30     |
| 7/31/2012 | 43        | ARROW SPRINGS ANIMAL HOSPITAL | 000778     | 85582       | 010-3001-421.30-87 | 167.50     |
| 7/31/2012 | 84        | J D YOUNG COMPANY             | 000840     | 269605      | 010-1104-419.40-55 | 183.63     |
| 7/31/2012 | 88        | WEST PUBLISHING COMPANY       | 000820     | 825319028   | 010-0800-415.60-28 | 249.48     |
| 7/31/2012 | 100       | WAYEST SAFETY INC             | 000819     | 1076634     | 010-3501-422.60-11 | 110.40     |
| 7/31/2012 | 153       | DEPARTMENT OF PUBLIC SAFETY   | 000784     | 041300022   | 010-3006-421.50-54 | 350.00     |
| 7/31/2012 | 197       | ENLOW FORD TRACTOR INC        | PI1212     | 386522      | 010-5105-432.60-20 | 309.71     |
| 7/31/2012 | 308       | OVERHEAD DOOR CO              | 000804     | 20091254    | 010-3501-422.40-07 | 200.75     |
| 7/31/2012 | 556       | OFFICE TEAM                   | 000802     | 35941475    | 010-1410-419.50-37 | 737.84     |
| 7/31/2012 | 584       | SAMS CLUB                     | 000807     | 5299194     | 010-3009-421.60-30 | 69.98      |
|           |           |                               | 000809     | 8376931     | 010-3008-421.60-23 | 414.78     |
|           |           |                               | 000810     | 663362      | 010-3008-421.60-23 | 531.11     |
|           |           |                               | 000811     | 94855       | 010-3008-421.60-23 | 173.49     |
|           |           |                               | 000812     | 07167       | 010-3008-421.60-23 | 364.72     |
|           |           |                               | 000813     | 55743629    | 010-3008-421.60-23 | 28.72      |
|           |           |                               | 000906     | 6342009     | 010-3008-421.60-23 | 32.67      |
|           |           |                               | 000814     | 8663065     | 010-1102-419.50-05 | 815.48     |
| 7/31/2012 | 1057      | TULSA WORLD                   | 000846     | 08/05-12/12 | 010-3504-422.50-03 | 375.20     |
| 7/31/2012 | 1301      | PAUL THOMPSON                 | 000818     | 100149057   | 010-3008-421.30-87 | 660.53     |
| 7/31/2012 | 2010      | WALGREENS COMPANY             | 000774     | 13839850    | 010-1104-419.60-03 | 11.72      |
| 7/31/2012 | 3444      | ADMIRAL EXPRESS OFFICE SUPPLY | 000775     | 13845110    | 010-1104-419.60-03 | 8.44       |
| 7/31/2012 | 3867      | REASORS INC                   | 000805     | 508955      | 010-3008-421.60-23 | 392.37     |
| 7/31/2012 | 3964      | THE ARROW GROUP               | 000848     | 508960      | 010-1105-419.60-23 | 19.95      |
|           |           |                               | 000852     | 23028       | 010-1700-419.50-76 | 3,596.50   |
|           |           |                               | 000854     | 23027       | 010-1700-419.50-76 | 53,116.00  |
|           |           |                               | 000856     | 23040       | 010-1700-419.50-76 | 175.00     |
|           |           |                               | 000858     | 23129       | 010-1700-419.50-76 | 404.00     |
|           |           |                               | 000860     | 23100       | 010-1700-419.50-76 | 5,679.00   |
|           |           |                               | 000862     | 23034       | 010-1700-419.50-76 | 50.00      |
|           |           |                               | 000864     | 23029       | 010-1700-419.50-76 | 50.00      |
|           |           |                               | 000866     | 23033       | 010-1700-419.50-76 | 50.00      |
|           |           |                               | 000868     | 23031       | 010-1700-419.50-76 | 100.00     |
|           |           |                               | 000869     | 23039       | 010-1700-419.50-76 | 100.00     |
|           |           |                               | 000870     | 23038       | 010-1700-419.50-76 | 100.00     |
|           |           |                               | 000871     | 23036       | 010-1700-419.50-76 | 100.00     |
|           |           |                               | 000872     | 23035       | 010-1700-419.50-76 | 175.00     |
|           |           |                               | 000874     | 23030       | 010-1700-419.50-76 | 175.00     |
| 7/31/2012 | 4019      | MCAFFEE & TAFT                | 000791     | 377659      | 010-1700-419.30-08 | 810.00     |
| 7/31/2012 | 4225      | AT&T LANGUAGE LINE SERVICE    | 000792     | 377660      | 010-1700-419.30-08 | 540.00     |
|           |           |                               | 000779     | 2967660     | 010-3006-421.30-87 | 28.08      |

FUND 010 GENERAL FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                     | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|---------------------------------|------------|-------------|--------------------|------------|
| 7/31/2012 | 4311      | UNITED FORD                     | PI1180     | 1834352     | 010-3001-421.60-20 | 611.77     |
| 7/31/2012 | 4409      | NATIONAL OCCUPATIONAL HEALTH    | 000794     | 998463      | 010-1102-419.30-02 | 32.50      |
|           |           |                                 | 000795     | 998389      | 010-1102-419.30-02 | 32.50      |
|           |           |                                 | 000796     | 998578      | 010-1105-419.30-87 | 950.10     |
|           |           |                                 | 000797     | 998524      | 010-1105-419.30-87 | 195.00     |
|           |           |                                 | 000798     | 998376      | 010-1105-419.30-87 | 736.60     |
|           |           |                                 | 000799     | 998464      | 010-1105-419.30-87 | 32.50      |
|           |           |                                 | 000800     | 998390      | 010-1105-419.30-87 | 199.50     |
|           |           |                                 | 000801     | 998525      | 010-1102-419.30-02 | 97.50      |
| 7/31/2012 | 4510      | BETH ANNE WILKENING             | 000829     | 09/18-20/12 | 010-0800-415.50-03 | 348.00     |
| 7/31/2012 | 4513      | CUSTOM SERVICES                 | 000783     | 274642      | 010-6001-451.40-07 | 186.98     |
| 7/31/2012 | 5113      | PHARMACEUTICAL SYSTEMS INC (PS  | PI1193     | C10235295   | 010-3502-422.60-23 | 75.00      |
| 7/31/2012 | 5147      | MIKE SHAW                       | 000843     | 08/20-24/12 | 010-3001-421.50-03 | 276.00     |
| 7/31/2012 | 5623      | FIRECO                          | 000785     | 32240       | 010-1700-419.40-07 | 482.50     |
| 7/31/2012 | 6419      | AARON WYLLIE                    | 000828     | 08/20-24/12 | 010-3001-421.50-03 | 276.00     |
| 7/31/2012 | 6842      | VISITING NURSE ASSOC. OF TULSA  | 000816     | 106118      | 010-3008-421.30-87 | 174.00     |
|           |           |                                 | 000817     | 106072      | 010-3008-421.30-87 | 174.00     |
| 7/31/2012 | 7384      | BRANDON SMITH                   | 000830     | SUMMER 2012 | 010-3501-422.30-11 | 465.21     |
| 7/31/2012 | 7644      | SOUTHERN AGRICULTURE            | PI1192     | 236714      | 010-6002-451.60-23 | .99        |
| 7/31/2012 | 7873      | KIVELL, RAYMENT AND FRANCIS, P. | 000790     | 1509040     | 010-0800-415.30-08 | 533.00     |
| 7/31/2012 | 8189      | ROTARY CLUB OF BROKEN ARROW     | 000806     | 260600      | 010-3001-421.30-85 | 310.00     |
| 7/31/2012 | 8464      | EASTON SOD FARMS INC            | PI1191     | 253104      | 010-6000-451.60-70 | 240.00     |
| 7/31/2012 | 8924      | VERDE VISTA RESOURCES INC       | 000815     | 35664       | 010-3001-421.40-07 | 488.86     |
| 7/31/2012 | 8981      | WOOD PUHL & WOOD PLLC           | 000821     | 3068        | 010-0800-415.30-08 | 4,082.40   |
| 7/31/2012 | 9149      | JACK CLANCY ASSOCIATES          | 000788     | 2125        | 010-1102-419.30-87 | 5,195.38   |
| 7/31/2012 | 9308      | JOHN PARKER                     | 000842     | SUMMER 2012 | 010-3501-422.30-11 | 762.34     |
| 7/31/2012 | 9448      | ARLEDGE & ASSOCIATES, P.C.      | 000776     | 19005       | 010-0501-415.30-81 | 7,740.61   |
| 7/31/2012 | 9450      | FIRE & POLICE SELECTION, INC.   | 000833     | 15967       | 010-1102-419.40-33 | 2,582.35   |
| 7/31/2012 | 9451      | SCOTT WOOD                      | 000849     | 09/18-20/12 | 010-0800-415.30-08 | 198.00     |
|           |           |                                 |            |             | 7/31/2012 TOTAL -  | 99,075.60  |
|           |           |                                 |            |             | CUMULATIVE TOTAL - | 272,907.99 |
| 8/01/2012 | 338       | HILLCREST MEDICAL CENTER        | 000889     | 06/01-30/12 | 010-3501-422.30-02 | 3,145.00   |
| 8/01/2012 | 406       | MAGIC REFRIGERATION             | 000892     | 0019930     | 010-3501-422.40-07 | 591.00     |
| 8/01/2012 | 556       | OFFICE TEAM                     | 000893     | 35993650    | 010-1410-419.50-37 | 764.80     |
|           |           |                                 | 000894     | 35959281    | 010-0300-413.50-37 | 420.64     |
|           |           |                                 | 000895     | 35767590    | 010-0300-413.50-37 | 345.88     |
|           |           |                                 | 000896     | 35925132    | 010-0300-413.50-37 | 430.20     |
| 8/01/2012 | 1186      | OKLAHOMA FLOODPLAIN             | 000897     | 09/17-19/12 | 010-1400-419.30-11 | 1,200.00   |
|           |           |                                 | 000905     | 09/17-19/12 | 010-1400-419.30-85 | 40.00      |
| 8/01/2012 | 3185      | TULSA AREA FIREFIGHTERS         | 000899     | AUG 2012    | 010-3501-422.30-85 | 50.00      |
| 8/01/2012 | 3964      | THE ARROW GROUP                 | 000900     | 23131       | 010-0501-415.30-11 | 30.00      |
| 8/01/2012 | 6137      | WOODCREST LITHOGRAPHY           | 000903     | 122057      | 010-1700-419.50-36 | 921.00     |
| 8/01/2012 | 7287      | WASHINGTON ELECTRONICS, INC.    | PI1221     | 289116      | 010-1105-419.60-31 | 450.00     |
| 8/01/2012 | 7392      | TIMOTHY HEAPS                   | 000898     | SUMMER 2012 | 010-3501-422.30-11 | 860.36     |
| 8/01/2012 | 8557      | GRANICUS, INC.                  | 000887     | 37539       | 010-1700-419.30-11 | 782.56     |
| 8/01/2012 | 8924      | VERDE VISTA RESOURCES INC       | 000902     | 35690       | 010-6000-451.40-28 | 415.00     |
| 8/01/2012 | 9063      | KEVIN MCKINNEY                  | 000886     | 07/26/12    | 010-6002-451.40-28 | 396.00     |
| 8/01/2012 | 99999     | MISC-A/R REFUNDS                | 000891     | 73230       | 010-0000-229.15-00 | 30.00      |
|           |           |                                 |            |             | 8/01/2012 TOTAL -  | 10,872.44  |
|           |           |                                 |            |             | FUND 010 TOTAL -   | 283,780.43 |

FUND 027 CONVENTION&VISITOR BUREAU

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO       | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|--------------------------------|------------|------------------|--------------------|-----------|
| 7/18/2012 | 501       | CHAMBER OF COMMERCE            | 000404     | GRANT FUNDING    | 027-1700-419.50-10 | 2,500.00  |
| 7/18/2012 | 695       | BROKEN ARROW PUBLIC SCHOOLS    | 000401     | SPONSORSHIP      | 027-1700-419.30-87 | 600.00    |
| 7/18/2012 | 2696      | OKLAHOMA TRAVEL INDUSTRY ASSOC | 000427     | AP2012           | 027-1700-419.30-85 | 2,500.00  |
| 7/18/2012 | 6835      | BROKEN ARROW BAND PARENTS ASSO | 000400     | GRANT FUNDING    | 027-1700-419.50-10 | 5,000.00  |
| 7/18/2012 | 8706      | FRIENDS OF BROKEN ARROW NEIGHB | 000411     | GRANT FUNDING    | 027-1700-419.50-10 | 2,500.00  |
| 7/18/2012 | 9332      | ESKIMO JOE'S PROMOTIONAL PRODU | 000409     | 23904            | 027-1700-419.50-86 | 389.75    |
|           |           |                                |            |                  | 7/18/2012 TOTAL    | 13,489.75 |
|           |           |                                |            |                  | CUMULATIVE TOTAL   | 13,489.75 |
| 7/19/2012 | 1057      | TULSA WORLD                    | 000458     | 1089999071210220 | 027-1700-419.40-28 | 500.00    |
|           |           |                                |            |                  | 7/19/2012 TOTAL    | 500.00    |
|           |           |                                |            |                  | CUMULATIVE TOTAL   | 13,989.75 |
| 7/26/2012 | 9444      | NEIGHBOR NEWS                  | 000619     | 317021           | 027-1700-419.40-28 | 242.50    |
|           |           |                                | 000620     | 317029           | 027-1700-419.40-28 | 144.00    |
|           |           |                                | 000621     | 319527           | 027-1700-419.40-28 | 720.00    |
|           |           |                                |            |                  | 7/26/2012 TOTAL    | 1,106.50  |
|           |           |                                |            |                  | CUMULATIVE TOTAL   | 15,096.25 |
| 7/31/2012 | 9246      | NAYLOR, LLC                    | 000844     | 1019568          | 027-1700-419.30-87 | 759.50    |
|           |           |                                |            |                  | 7/31/2012 TOTAL    | 759.50    |
|           |           |                                |            |                  | CUMULATIVE TOTAL   | 15,855.75 |
| 8/01/2012 | 2669      | GREEN COUNTRY MARKETING ASSOC  | 000888     | 7149             | 027-1700-419.30-87 | 6,180.00  |
|           |           |                                |            |                  | 8/01/2012 TOTAL    | 6,180.00  |
|           |           |                                |            |                  | FUND 027 TOTAL     | 22,035.75 |

FUND 028 B.A. PUBLIC GOLF AUTHORITY

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

FUND 030 SALES TAX CAPITAL IMPROV

| DATE DUE  | VENDOR NO | VENDOR NAME                 | VOUCHER NO | INVOICE NO  | ACCOUNT NO  | AMOUNT                               |
|-----------|-----------|-----------------------------|------------|-------------|---|--------------------------------------|
| 4/17/2012 | 5804      | JOHN DEERE LANDSCAPES       | PI0838     | 60921322    | 030-6102-451.70-17<br>4/17/2012 TOTAL<br>CUMULATIVE TOTAL | 1,101.60<br>1,101.60<br>1,101.60     |
| 6/08/2012 | 5804      | JOHN DEERE LANDSCAPES       | PI0841     | 61604537    | 030-6102-451.70-17<br>6/08/2012 TOTAL<br>CUMULATIVE TOTAL | 141.00<br>141.00<br>1,242.60         |
| 6/29/2012 | 9116      | DEFENDER SUPPLY LLC         | PI0568     | 2499        | 030-3001-421.70-02<br>6/29/2012 TOTAL<br>CUMULATIVE TOTAL | 3,064.00<br>3,064.00<br>4,306.60     |
| 7/11/2012 | 100       | WAYEST SAFETY INC           | PI0592     | 1075797     | 030-3501-422.70-17  | 24,148.00                            |
| 7/11/2012 | 9022      | APPLE INC                   | PI0796     | 9156810703  | 030-1103-419.70-19<br>7/11/2012 TOTAL<br>CUMULATIVE TOTAL | 1,607.04<br>25,755.04<br>30,061.64   |
| 7/12/2012 | 5823      | B&H PHOTO                   | PI0913     | 62204512    | 030-1103-419.70-19  | 1,069.00                             |
| 7/12/2012 | 9018      | DOLESE BROS. CO.            | PI0779     | RM12047552  | 030-5300-431.70-15<br>7/12/2012 TOTAL<br>CUMULATIVE TOTAL | 507.00<br>1,576.00<br>31,637.64      |
| 7/14/2012 | 420       | APAC-CENTRAL, INC           | PI0776     | 7000473432  | 030-5300-431.70-15  | 141.27                               |
|           |           |                             | PI0791     | 7000473281  | 030-5300-431.70-15<br>7/14/2012 TOTAL<br>CUMULATIVE TOTAL | 3,540.90<br>3,682.17<br>35,319.81    |
| 7/16/2012 | 5040      | GT DISTRIBUTORS, INC.       | PI0731     | INV0406395  | 030-3001-421.70-17  | 11,627.46                            |
| 7/16/2012 | 9116      | DEFENDER SUPPLY LLC         | PI0852     | 2565        | 030-3502-422.70-01<br>7/16/2012 TOTAL<br>CUMULATIVE TOTAL | 6,304.60<br>17,932.06<br>53,251.87   |
| 7/17/2012 | 4730      | DELL MARKETING L.P.         | PI0912     | XFTW3XFF8   | 030-1103-419.70-19  | 8,599.96                             |
| 7/17/2012 | 5941      | LOWES                       | PI0749     | 02175       | 030-5300-431.70-15<br>7/17/2012 TOTAL<br>CUMULATIVE TOTAL | 70.88<br>8,670.84<br>61,922.71       |
| 7/18/2012 | 101       | WELDON OF TULSA INC         | PI0817     | 85471500    | 030-5300-431.70-02  | 71.24                                |
|           |           |                             | PI0818     | 85471500    | 030-5300-431.70-02  | 18.85                                |
|           |           |                             | PI0819     | 85471500    | 030-5300-431.70-02  | 24.60                                |
| 7/18/2012 | 273       | QUIKSERVICE STEEL YAFFE     | PI0816     | 129872      | 030-5300-431.70-02  | 820.14                               |
| 7/18/2012 | 7021      | WIRELESS TECHNOLOGIES, INC. | PI0810     | 32353       | 030-3006-421.70-18  | 335.75                               |
| 7/18/2012 | 9018      | DOLESE BROS. CO.            | PI0893     | RM12049185  | 030-5300-431.70-15  | 905.00                               |
| 7/18/2012 | 9366      | GARROW CONST                | PI1058     | 2           | 030-1103-419.70-18<br>7/18/2012 TOTAL<br>CUMULATIVE TOTAL | 32,373.99<br>34,549.57<br>96,472.28  |
| 7/19/2012 | 9018      | DOLESE BROS. CO.            | PI1007     | RM120496185 | 030-5300-431.70-15  | 1,204.00                             |
| 7/19/2012 | 9431      | PROCRAFT MASONRY, LLC       | PI0797     | 7/19/12     | 030-6000-451.70-17<br>7/19/2012 TOTAL<br>CUMULATIVE TOTAL | 12,700.00<br>13,904.00<br>110,376.28 |

FUND 030 SALES TAX CAPITAL IMPROV

| DATE DUE  | VENDOR NO | VENDOR NAME            | VOUCHER NO                           | INVOICE NO                             | ACCOUNT NO  | AMOUNT   |
|-----------|-----------|------------------------|--------------------------------------|--|---|--|
| 7/20/2012 | 427       | MOTOROLA INC           | PI1020                               | 13907931                               | 030-1103-419.70-18<br>7/20/2012 TOTAL<br>CUMULATIVE TOTAL -   | 4,679.00<br>4,679.00<br>115,055.28                     |
| 7/21/2012 | 420       | APAC-CENTRAL, INC      | PI1004                               | 7000474108                             | 030-5300-431.70-15<br>7/21/2012 TOTAL<br>CUMULATIVE TOTAL -   | 2,445.72<br>2,445.72<br>117,501.00                     |
| 7/23/2012 | 9018      | DOLESE BROS. CO.       | PI1091                               | RM12050465                             | 030-5300-431.70-15<br>7/23/2012 TOTAL<br>CUMULATIVE TOTAL -   | 585.00<br>585.00<br>118,086.00                         |
| 7/24/2012 | 1409      | SMITH FARM & GARDEN CO | PI1026<br>PI1027                     | 598282<br>598282                       | 030-6000-451.70-03<br>030-6000-451.70-03<br>7/24/2012 TOTAL<br>CUMULATIVE TOTAL -   | 11,700.00<br>11,700.00<br>23,400.00<br>141,486.00      |
| 7/25/2012 | 399       | LOCKE SUPPLY COMPANY   | PI1077                               | 1833311200                             | 030-6001-451.70-17  | 16.60  |
| 7/25/2012 | 5941      | LOWES                  | PI0996                               | 02676/                                 | 030-6001-451.70-17  | 1,092.78   |
| 7/25/2012 | 9018      | DOLESE BROS. CO.       | PI1095                               | RM12051263                             | 030-5300-431.70-15<br>7/25/2012 TOTAL<br>CUMULATIVE TOTAL -   | 117.00<br>1,226.38<br>142,712.38                       |
| 7/26/2012 | 5941      | LOWES                  | PI1069<br>PI1071                     | 02080/<br>02404//                      | 030-6001-451.70-17<br>030-6001-451.70-17<br>7/26/2012 TOTAL<br>CUMULATIVE TOTAL -   | 194.84<br>950.40<br>1,145.24<br>143,857.62             |
| 7/27/2012 | 399       | LOCKE SUPPLY COMPANY   | PI1081                               | 1834891500                             | 030-6001-451.70-17  | 9.23   |
| 7/27/2012 | 574       | SUNGARD PUBLIC SECTOR  | 000705                               | 50130                                  | 030-1103-419.70-19  | 640.00   |
| 7/27/2012 | 5941      | LOWES                  | PI1073                               | 02376/                                 | 030-6001-451.70-17<br>7/27/2012 TOTAL<br>CUMULATIVE TOTAL -   | 59.96<br>709.19<br>144,566.81                          |
| 7/30/2012 | 399       | LOCKE SUPPLY COMPANY   | PI1182                               | 1836697100                             | 030-6001-451.70-17  | 9.38   |
| 7/30/2012 | 5941      | LOWES                  | PI1183<br>PI1173<br>PI1177<br>PI1178 | 1836972700<br>01169/<br>10223<br>18187 | 030-6001-451.70-17<br>030-6001-451.70-17<br>030-6001-451.70-17<br>030-6001-451.70-17<br>7/30/2012 TOTAL<br>FUND 030 TOTAL - | 4.52<br>2.58<br>39.95<br>33.60-<br>22.83<br>144,589.64 |

FUND 031 POLICE ENHANCEMENT

| DATE DUE  | VENDOR NO | VENDOR NAME             | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT |
|-----------|-----------|-------------------------|------------|------------|--------------------|--------|
| 6/18/2012 | 232       | GALL INC,ACCT# 12321345 | PI0569     | 512252219  | 031-3001-421.60-23 | 503.94 |
|           |           |                         |            |            | 6/18/2012 TOTAL -  | 503.94 |
|           |           |                         |            |            | FUND 031 TOTAL -   | 503.94 |

FUND 032 PARK AND RECREATION

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT   |
|-----------|-----------|--------------------------------|------------|------------|--------------------|----------|
| 7/19/2012 | 8924      | VERDE VISTA RESOURCES INC      | 000459     | 35657      | 032-6000-451.70-17 | 308.00   |
|           |           |                                | 000462     | 35669      | 032-6000-451.70-17 | 308.00   |
|           |           |                                |            |            | 7/19/2012 TOTAL    | 616.00   |
|           |           |                                |            |            | CUMULATIVE TOTAL   | 616.00   |
| 7/27/2012 | 8924      | VERDE VISTA RESOURCES INC      | 000706     | 35681      | 032-6000-451.70-17 | 308.00   |
|           |           |                                |            |            | 7/27/2012 TOTAL    | 308.00   |
|           |           |                                |            |            | CUMULATIVE TOTAL   | 924.00   |
| 7/31/2012 | 2385      | TULSA DAILY COMMERCE & LEGAL N | 000877     | 410027     | 032-6102-451.70-16 | 207.90   |
|           |           |                                |            |            | 7/31/2012 TOTAL    | 207.90   |
|           |           |                                |            |            | CUMULATIVE TOTAL   | 1,131.90 |
| 8/01/2012 | 8924      | VERDE VISTA RESOURCES INC      | 000901     | 35690      | 032-6000-451.70-17 | 308.00   |
|           |           |                                |            |            | 8/01/2012 TOTAL    | 308.00   |
|           |           |                                |            |            | FUND 032 TOTAL     | 1,439.90 |

FUND 035 HOUSING URBAN DEVELOPMENT

| DATE DUE  | VENDOR NO | VENDOR NAME              | VOUCHER NO         | INVOICE NO | ACCOUNT NO         | AMOUNT   |
|-----------|-----------|--------------------------|--------------------|------------|--------------------|----------|
| 7/05/2012 | 1738      | PLANNING DESIGN GROUP    | PI1056 3287        |            | 035-8011-451.70-16 | 2,100.00 |
|           |           |                          |                    |            | 7/05/2012 TOTAL    | 2,100.00 |
|           |           |                          |                    |            | CUMULATIVE TOTAL   | 2,100.00 |
| 7/26/2012 | 79        | BROKEN ARROW SENIORS INC | 000583 #12 07/2012 |            | 035-8011-444.50-10 | 1,047.25 |
|           |           |                          |                    |            | 7/26/2012 TOTAL    | 1,047.25 |
|           |           |                          |                    |            | CUMULATIVE TOTAL   | 3,147.25 |
| 7/31/2012 | 1738      | PLANNING DESIGN GROUP    | 000847 3286        |            | 035-8010-451.70-16 | 1,300.00 |
|           |           |                          |                    |            | 7/31/2012 TOTAL    | 1,300.00 |
|           |           |                          |                    |            | FUND 035 TOTAL     | 4,447.25 |

FUND 037 CRIME PREVENTION

| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|--------------------------------|------------|------------|--------------------|-----------|
| 7/18/2012 | 6576      | BAYSINGER POLICE SUPPLY        | PI0851     | 65888      | 037-3001-421.60-10 | 1,978.32  |
|           |           |                                |            |            | 7/18/2012 TOTAL    | 1,978.32  |
|           |           |                                |            |            | CUMULATIVE TOTAL   | 1,978.32  |
| 7/31/2012 | 1040      | YOUTH SERVICES OF TULSA COUNTY | 000880     | 06/2012    | 037-3001-421.30-87 | 3,333.37  |
| 7/31/2012 | 4814      | THE ALPHA GROUP                | 000850     | 9008       | 037-3001-421.30-11 | 2,100.00  |
|           |           |                                | 000851     | 9008       | 037-3001-421.30-11 | 1,050.00  |
| 7/31/2012 | 5727      | FAMILY & CHILDRENS SERVICE, IN | 000832     | 1207199    | 037-3001-421.30-87 | 3,464.16  |
|           |           |                                |            |            | 7/31/2012 TOTAL    | 9,947.53  |
|           |           |                                |            |            | FUND 037 TOTAL     | 11,925.85 |

FUND 040 BATTLE CREEK GOLF COURSE  
 VENDOR NAME

| DATE DUE  | VENDOR NO | VENDOR NAME            | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT  |
|-----------|-----------|------------------------|------------|------------|--------------------|---------|
| 6/01/2006 | 6385      | MACGREGOR GOLF COMPANY | 004890     | 917284     | 040-0000-141.28-01 | 480.00- |
|           |           |                        |            |            | 6/01/2006 TOTAL    | 480.00- |
|           |           |                        |            |            | CUMULATIVE TOTAL   | 480.00- |
| 6/09/2006 | 6385      | MACGREGOR GOLF COMPANY | 005406     | 917394     | 040-0000-141.28-01 | 380.00- |
|           |           |                        |            |            | 6/09/2006 TOTAL    | 380.00- |
|           |           |                        |            |            | FUND 040 TOTAL     | 860.00- |

| FUND 041 ALCOHOL ENFORCEMENT |      | VENDOR NAME  | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT |
|------------------------------|------|--------------|------------|-------------|--------------------|--------|
| 7/31/2012                    | 6811 | JOHN DANIELS | 000841     | 08/16-18/12 | 041-3001-421.50-03 | 284.00 |
| 7/31/2012 TOTAL -            |      |              |            |             |                    | 284.00 |
| FUND 041 TOTAL -             |      |              |            |             |                    | 284.00 |

FUND 042 STREET LIGHT FUND

| DATE DUE  | VENDOR NO | VENDOR NAME                 | VOUCHER NO | INVOICE NO  | ACCOUNT NO         | AMOUNT     |
|-----------|-----------|-----------------------------|------------|-------------|--------------------|------------|
| 6/26/2012 | 71        | BROKEN ARROW ELECTRIC INC   | PI0727     | S1476256001 | 042-5300-431.50-26 | 86.94      |
|           |           |                             |            |             | 6/26/2012 TOTAL    | 86.94      |
|           |           |                             |            |             | CUMULATIVE TOTAL   | 86.94      |
| 7/26/2012 | 442       | AMERICAN ELECTRIC POWER     | 000521     | 95564722239 | 042-5300-431.50-26 | 94.27      |
|           |           |                             | 000738     | 95230140907 | 042-5300-431.50-26 | 50.30      |
|           |           |                             |            |             | 7/26/2012 TOTAL    | 144.57     |
|           |           |                             |            |             | CUMULATIVE TOTAL   | 231.51     |
| 7/31/2012 | 1721      | OKLA DEPT OF TRANSPORTATION | 000845     | 28670(04)   | 042-5300-431.70-15 | 100,243.94 |
|           |           |                             |            |             | 7/31/2012 TOTAL    | 100,243.94 |
|           |           |                             |            |             | FUND 042 TOTAL     | 100,475.45 |

| FUND | DATE DUE  | 2004 GO BOND ISSUE | VENDOR NAME            | VENDOR NO | ISSUE DATE | VOUCHER NO   | INVOICE NO | ACCOUNT NO         | AMOUNT   |
|------|-----------|--------------------|------------------------|-----------|------------|--------------|------------|--------------------|----------|
| 058  | 7/20/2012 | 5941               | LOWES                  | 5941      | 02213///   | PI0870       |            | 058-5400-434.70-15 | 75.82    |
|      |           |                    |                        |           |            |              |            | 7/20/2012 TOTAL    | 75.82    |
|      |           |                    |                        |           |            |              |            | CUMULATIVE TOTAL   | 75.82    |
| 058  | 7/23/2012 | 5941               | LOWES                  | 5941      | 02091//    | PI0989       |            | 058-3501-422.70-15 | 97.02    |
|      |           |                    |                        |           |            |              |            | 7/23/2012 TOTAL    | 97.02    |
|      |           |                    |                        |           |            |              |            | CUMULATIVE TOTAL   | 172.84   |
| 058  | 7/24/2012 | 6955               | GREENHILL MATERIALS LC | 6955      | 45583      | PI1087       |            | 058-5415-435.70-15 | 365.31   |
| 058  | 7/24/2012 | 9018               | DOLESE BROS. CO.       | 9018      | RM12050832 | PI1092       |            | 058-3501-422.70-15 | 801.00   |
|      |           |                    |                        |           |            |              |            | 7/24/2012 TOTAL    | 1,166.31 |
|      |           |                    |                        |           |            |              |            | CUMULATIVE TOTAL   | 1,339.15 |
| 058  | 7/25/2012 | 6955               | GREENHILL MATERIALS LC | 6955      | 45620      | PI1088       |            | 058-3501-422.70-15 | 244.62   |
|      |           |                    |                        |           |            |              |            | 7/25/2012 TOTAL    | 244.62   |
|      |           |                    |                        |           |            |              |            | CUMULATIVE TOTAL   | 1,583.77 |
| 058  | 7/27/2012 | 37                 | ANCHOR STONE CO        | 37        | 121208509  | PI1217       |            | 058-3501-422.70-15 | 343.85   |
| 058  | 7/27/2012 | 5076               | BKL INC.               | 5076      | #11        | 000689       |            | 058-3501-422.70-15 | 4,000.00 |
|      |           |                    |                        |           |            |              |            | 7/27/2012 TOTAL    | 4,343.85 |
|      |           |                    |                        |           |            |              |            | CUMULATIVE TOTAL   | 5,927.62 |
| 058  | 7/28/2012 | 366                | J & J SAND CO          | 366       | 1029146    | A/K/A PI1187 |            | 058-5415-435.70-15 | 197.35   |
|      |           |                    |                        |           |            |              |            | 7/28/2012 TOTAL    | 197.35   |
|      |           |                    |                        |           |            |              |            | FUND 058 TOTAL     | 6,124.97 |

| FUND | DATE DUE  | 2008 GO BOND ISSUE | VENDOR NAME                    | VENDOR NO | ISSUE  | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT     |
|------|-----------|--------------------|--------------------------------|-----------|--------|------------|------------|--------------------|------------|
| 059  | 7/05/2012 | 1738               | PLANNING DESIGN GROUP          |           | 3285   | PI1053     |            | 059-6000-451.70-15 | 2,852.33   |
|      |           |                    |                                |           | 3285   | PI1054     |            | 059-6000-451.70-15 | 1,147.67   |
|      |           |                    |                                |           |        |            |            | 7/05/2012 TOTAL    | 4,000.00   |
|      |           |                    |                                |           |        |            |            | CUMULATIVE TOTAL   | 4,000.00   |
| 059  | 7/18/2012 | 7953               | COMMUNICATIONS SUPPLY CORPORAT | PI1029    | 268676 |            |            | 059-5300-431.70-15 | 72.00      |
|      |           |                    |                                |           |        |            |            | 7/18/2012 TOTAL    | 72.00      |
|      |           |                    |                                |           |        |            |            | CUMULATIVE TOTAL   | 4,072.00   |
| 059  | 7/20/2012 | 8915               | TRI STAR CONSTRUCTION LLC      | PI0955    | 7      |            |            | 059-5300-431.70-15 | 353,762.76 |
|      |           |                    |                                |           |        |            |            | 7/20/2012 TOTAL    | 353,762.76 |
|      |           |                    |                                |           |        |            |            | CUMULATIVE TOTAL   | 357,834.76 |
| 059  | 7/27/2012 | 8370               | WALTON PROPERTY SERVICES, LLC  | 000708    | 4233   |            |            | 059-5300-431.70-16 | 3,900.00   |
|      |           |                    |                                |           |        |            |            | 7/27/2012 TOTAL    | 3,900.00   |
|      |           |                    |                                |           |        |            |            | CUMULATIVE TOTAL   | 361,734.76 |
| 059  | 7/31/2012 | 218                | GRAPHIC RESOURCES & PRODUCTION | 000834    | 281907 |            |            | 059-6000-451.70-16 | 205.85     |
| 059  | 7/31/2012 | 2385               | TULSA DAILY COMMERCE & LEGAL N | 000878    | 410993 |            |            | 059-6000-451.70-16 | 178.20     |
|      |           |                    |                                |           |        |            |            | 7/31/2012 TOTAL    | 384.05     |
|      |           |                    |                                |           |        |            |            | FUND 059 TOTAL     | 362,118.81 |

FUND 060 WORKMANS COMP

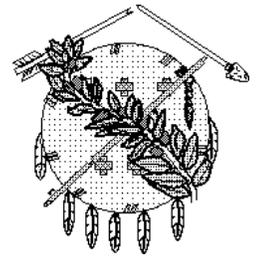
| DATE DUE  | VENDOR NO | VENDOR NAME                    | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT    |
|-----------|-----------|--------------------------------|------------|------------|--------------------|-----------|
| 7/31/2012 | 303       | OKLAHOMA TAX COMMISSION        | 000803     | 06/30/12   | 060-1700-419.50-90 | 5,277.38  |
| 7/31/2012 | 4982      | WORKERS COMPENSATION TRUST FUN | 000822     | 07/30/12   | 060-1700-419.30-88 | 16,745.25 |
|           |           |                                | 000823     | 07/30/12   | 060-1700-419.50-90 | 9,600.73  |
|           |           |                                | 000824     | 07/30/12   | 060-1700-419.30-08 | 241.00    |
|           |           |                                |            |            | 7/31/2012 TOTAL    | 31,864.36 |
|           |           |                                |            |            | FUND 060 TOTAL     | 31,864.36 |

| DATE DUE  | FUND | VENDOR NO | VENDOR NAME             | INSURANCE      | VOUCHER NO | INVOICE NO | ACCOUNT NO         | AMOUNT    |
|-----------|------|-----------|-------------------------|----------------|------------|------------|--------------------|-----------|
| 7/26/2012 | 061  | 8082      | FORT DEARBORN LIFE      | LIFE INSURANCE | C 000614   | JULY 2012  | 061-1700-419.30-89 | 2,002.00  |
|           |      |           |                         |                |            |            | 7/26/2012 TOTAL    | 2,002.00  |
|           |      |           |                         |                |            |            | CUMULATIVE TOTAL   | 2,002.00  |
| 7/31/2012 | 061  | 8082      | FORT DEARBORN LIFE      | LIFE INSURANCE | C 000786   | AUG 2012   | 061-1700-419.30-89 | 4,640.20  |
| 7/31/2012 | 061  | 8132      | MUTUAL ASSURANCE ADMIN. |                | 000793     | AUG 2012   | 061-1700-419.30-87 | 60,985.33 |
|           |      |           |                         |                |            |            | 7/31/2012 TOTAL    | 65,625.53 |
|           |      |           |                         |                |            |            | FUND 061 TOTAL     | 67,627.53 |

| FUND | DATE DUE  | DEBT SERVICE FUND | VENDOR NO | VENDOR NAME      | VOUCHER NO | BOK | INVOICE NO | ACCOUNT NO         | AMOUNT     |
|------|-----------|-------------------|-----------|------------------|------------|-----|------------|--------------------|------------|
| 070  | 7/17/2012 |                   | 50        | BANK OF OKLAHOMA | 000389     | BOK | 1738       | 070-7000-472.81-01 | 166,818.75 |
|      |           |                   |           |                  | 000390     | BOK | 1738       | 070-7000-475.81-01 | 300.00     |
|      |           |                   |           |                  |            |     |            | 7/17/2012 TOTAL    | 167,118.75 |
|      |           |                   |           |                  |            |     |            | FUND 070 TOTAL     | 167,118.75 |

| FUND            | DATE DUE | 2011 GO BOND ISSUE | VENDOR NAME | VENDOR NO                      | ISSUE  | VOUCHER NO | INVOICE NO | ACCOUNT NO  | AMOUNT                              |
|-----------------|----------|--------------------|-------------|--------------------------------|--------|------------|------------|---|-------------------------------------|
| 091             | 2012     | 6/24/2012          | 9285        | WALTER P MOORE & ASSOCIATES, I | PI1052 | 01210449   |            | 091-5300-431.70-16<br>6/24/2012 TOTAL<br>CUMULATIVE TOTAL | 2,137.50<br>2,137.50<br>2,137.50    |
| 091             | 2012     | 6/30/2012          | 7308        | GUY ENGINEERING SERVICES INC   | PI1051 | 695-7      |            | 091-5300-431.70-16<br>6/30/2012 TOTAL<br>CUMULATIVE TOTAL | 14,702.12<br>14,702.12<br>16,839.62 |
| 091             | 2012     | 7/09/2012          | 5076        | BKL INC.                       | PI1055 | 9          |            | 091-1700-419.70-16<br>7/09/2012 TOTAL<br>CUMULATIVE TOTAL | 9,350.00<br>9,350.00<br>26,189.62   |
| 091             | 2012     | 7/13/2012          | 42          | ARROW SAFE AND LOCK INC        | PI1099 | 61693      |            | 091-1700-419.70-16<br>7/13/2012 TOTAL<br>CUMULATIVE TOTAL | 25.00<br>25.00<br>26,214.62         |
| 091             | 2012     | 7/17/2012          | 4988        | GARVER ENGINEERS               | PI1057 | 110372307  |            | 091-5300-431.70-16<br>7/17/2012 TOTAL<br>CUMULATIVE TOTAL | 26,004.00<br>26,004.00<br>52,218.62 |
| 091             | 2012     | 7/19/2012          | 8370        | WALTON PROPERTY SERVICES, LLC  | 000463 | 4229       |            | 091-5300-431.70-16<br>7/19/2012 TOTAL<br>FUND 091 TOTAL   | 1,350.00<br>1,350.00<br>53,568.62   |
| TOTAL ALL FUNDS |          |                    |             |                                |        |            |            |   | 4,218,788.32                        |

**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Office of the City Manager**  
**Subject: Consideration, discussion and possible approval of general obligation projects for the next sale of bonds, the anticipated cost of which is \$12,000,000**

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**Background:** Attached please find a Summary of Authorized and Unsold General Obligation Bonds. Presently there is \$43,905,000 in unsold bonds from the 2004, 2008 and 2011 bond issues.

The 2004 unsold bonds total is \$5,855,000 and relate to the construction of a Conference Center. The 2008 unsold bonds total \$5,100,000 and relate to the construction of an Arts Center and the purchase of land and development for a Community Park in the southwest part of Broken Arrow.

The 2011 unsold bonds total \$32,950,000 and relate to the improvements of Streets, Public Safety, Quality of Life and Stormwater Projects.

The staff is proposing that a total of \$12,000,000 in bonds be sold to fund the following projects:

**Streets \$9,700,000**

Complete the 5 lane of Aspen Avenue from Florence to Tucson and improve the Aspen and Tucson intersection - \$3,300,000

Complete the 3 lane of Oneta Road from Houston Street to Washington Street - \$3,900,000

Complete the design and of right of way purchase of Tucson Avenue from Elm Place to Aspen Avenue - \$1,000,000.

Complete the 5 lane of 9<sup>th</sup> Street from the Broken Arrow Expressway to Albany Street - \$1,500,000.

**Quality of Life \$1,900,000**

Complete phase 2 of the Events Park which includes roads throughout the park and providing secondary access - \$1,900,000.

Consideration, discussion and approval of general obligation projects for the next sale of bonds, the anticipated cost of which is \$12,000,000.

**Stormwater \$400,000**

Design and construct a stormwater detention facility at 37<sup>th</sup> Street from Albany to Omaha.

The current millage rate for the city is \$16.20. The sale of \$12,000,000 in bonds will increase the rate to an estimated \$16.61, (assuming a 2.5% net assessed valuation).

**Cost:** **\$12,000,000**

**Prepared By:** **Russell Gale, Acting City Manager**

**Reviewed By:** **Finance**  
**Engineering and Construction**  
**Legal Department**

**Approved By:** **Russell Gale, Acting City Manager**

**Attachments:** **Summary of Authorized and Unsold General Obligation Bonds**

**Recommendations:** Approve the proposed project list with City Council directed changes if any and direct staff to proceed with the process for the sale of general obligation bonds.

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_ **VOTE:** \_\_\_\_

**CITY OF BROKEN ARROW  
SUMMARY OF AUTHORIZED & UNSOLD GENERAL OBLIGATION BONDS**

|   | NAMED<br>AMOUNT   | PREVIOUSLY<br>SOLD | REMAINDER         |                  | STAFF'S<br>RECOMMENDATION |
|---|-------------------|--------------------|-------------------|------------------|---------------------------|
|   |                   |                    | TO BE<br>SOLD     |                  |                           |
| <b>2004 BOND ISSUE (1)</b>  |                   |                    |                   |                  |                           |
| PUBLIC BUILDINGS  | 6,575,000         | 720,000            | 5,855,000         |                  | 0                         |
| TOTAL 2004 BOND ISSUE   | 6,575,000         | 720,000            | 5,855,000         |                  | 0                         |
| <b>2008 BOND ISSUE (1)</b>  |                   |                    |                   |                  |                           |
| QUALITY OF LIFE   | 7,392,000         | 2,292,000          | 5,100,000         |                  | 0                         |
| TOTAL 2008 BOND ISSUE   | 7,392,000         | 2,292,000          | 5,100,000         |                  | 0                         |
| <b>2011 BOND ISSUE</b>  |                   |                    |                   |                  |                           |
| STREETS   | 27,000,000        | 2,800,000          | 24,200,000        |                  | 9,700,000                 |
| PUBLIC SAFETY   | 10,000,000        | 7,000,000          | 3,000,000         |                  | 0                         |
| QUALITY OF LIFE   | 5,100,000         | 800,000            | 4,300,000         |                  | 1,900,000                 |
| STORMWATER  | 2,300,000         | 850,000            | 1,450,000         |                  | 400,000                   |
| TOTAL 2011 BOND ISSUE   | 44,400,000        | 11,450,000         | 32,950,000        |                  | 12,000,000                |
| <b>TOTAL ALL BOND ISSUES</b>  | <u>58,367,000</u> | <u>14,462,000</u>  | <u>43,905,000</u> |                  | <u>12,000,000</u>         |
| <b>(1) UNFUNDED PROJECTS ONLY</b>   |                   |                    |                   |                  |                           |
| <b>ESTIMATED GENERAL OBLIGATION BOND MILLAGE RATE AT 2.5% NET ASSESSED VALUATION GROWTH</b> |                   |                    |                   |                  |                           |
|   |                   | MILLAGE            |                   |                  |                           |
|   | <b>BOND SIZE</b>  | <b>F/Y 2013</b>    | <b>F/Y 2014</b>   | <b>F/Y 2015</b>  |                           |
|   |                   | <b>ESTIMATED</b>   | <b>ESTIMATED</b>  | <b>ESTIMATED</b> |                           |
|   | \$8,300,000       | \$16.09            | \$16.00           | \$16.00          |                           |
|   | \$10,000,000      | \$16.09            | \$16.28           | \$16.80          |                           |
|   | \$14,000,000      | \$16.09            | \$16.94           | \$16.56          |                           |
| <b>STAFF'S RECOMMENDATION</b>   |                   |                    |                   |                  |                           |
|   | \$12,000,000      | \$16.09            | \$16.61           | \$16.33          |                           |
| <b>CURRENT MILLAGE RATE GENERAL OBLIGATION BONDS</b>  |                   |                    |                   |                  |                           |
|   |                   |                    |                   |                  | \$16.20                   |

**CITY OF BROKEN ARROW  
 AUTHORIZED & UNSOLD GENERAL OBLIGATION BONDS  
 2004 & 2008 BOND ISSUE**

| PROPOSITION/PROJECT | NAMED<br>AMOUNT<br>@ 100% | NAMED<br>AMOUNT<br>@ 70% | PREVIOUSLY<br>SOLD | REMAINDER<br>TO BE<br>SOLD | ENGINEERS<br>ESTIMATE |
|---------------------|---------------------------|--------------------------|--------------------|----------------------------|-----------------------|
|---------------------|---------------------------|--------------------------|--------------------|----------------------------|-----------------------|

**2004 BOND ISSUE**

**PUBLIC BUILDINGS:**

|                       |                  |                |                  |                   |  |
|-----------------------|------------------|----------------|------------------|-------------------|--|
| <b>NAMED PROJECTS</b> |                  |                |                  |                   |  |
| CONFERENCE CENTER     | 6,575,000        | 720,000        | 5,855,000        | 14,766,805        |  |
|                       | <u>6,575,000</u> | <u>720,000</u> | <u>5,855,000</u> | <u>14,766,805</u> |  |

**2008 BOND ISSUE**

**QUALITY OF LIFE**

|                              |                  |                  |                  |                  |  |
|------------------------------|------------------|------------------|------------------|------------------|--|
| <b>NAMED PROJECTS</b>        |                  |                  |                  |                  |  |
| ARTS CENTER                  | 1,400,000        | 1,400,000        | 1,400,000        | 1,400,000        |  |
| COMMUNITY PARK               | 2,170,000        | 2,170,000        | 2,170,000        | 2,170,000        |  |
| <b>TOTAL NAMED PROJECTS</b>  | <b>3,570,000</b> | <b>0</b>         | <b>3,570,000</b> | <b>3,570,000</b> |  |
| <b>UNNAMED PROJECTS</b>      | <b>3,822,000</b> | <b>2,292,000</b> | <b>1,530,000</b> | <b>3,570,000</b> |  |
| <b>TOTAL QUALITY OF LIFE</b> | <b>7,392,000</b> | <b>2,292,000</b> | <b>5,100,000</b> | <b>3,570,000</b> |  |
|                              | <u>7,392,000</u> | <u>2,292,000</u> | <u>5,100,000</u> | <u>3,570,000</u> |  |

**CITY OF BROKEN ARROW  
 AUTHORIZED & UNSOLD GENERAL OBLIGATION BONDS  
 2011 BOND ISSUE**

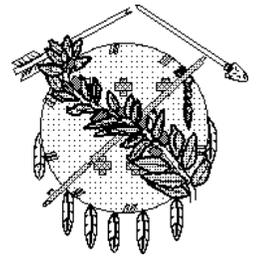
| PROPOSITION/PROJECT                    | NAMED AMOUNT @ 70% | PREVIOUSLY SOLD  | REMAINDER TO BE SOLD | NAMED AMOUNT @ 100% | PROJECT COST      | STAFF'S RECOMMENDATION |
|--|--------------------|------------------|----------------------|---------------------|-------------------|------------------------|
| <b>PROPOSITION A - STREETS</b>         |                    |                  |                      |                     |                   |                        |
| <b>NAMED PROJECTS</b>                  |                    |                  |                      |                     |                   |                        |
| <b>Construction:</b>                   |                    |                  |                      |                     |                   |                        |
| Aspen:Florence/Tucson                  | 1,950,000          | 1,000,000        | 950,000              | 2,785,714           | 3,962,264         | 3,300,000              |
| Henshaw Park W/Concord Street to Aspen | 600,000            |                  | 600,000              | 857,143             | 600,000           |                        |
| New Orleans:Aspen/Olive                | 950,000            |                  | 950,000              | 1,357,143           | 2,172,100         |                        |
| Oneta:Houston/Washington               | 1,950,000          | 300,000          | 1,650,000            | 2,785,714           | 4,150,491         | 3,900,000              |
| Tucson:Elm Place/Aspen                 | 2,950,000          |                  | 2,950,000            | 4,214,286           | 3,936,410         | 1,000,000              |
| 37 <sup>th</sup> Street:Albany/Houston | 1,950,000          |                  | 1,950,000            | 2,785,714           | 2,376,000         |                        |
| 9 <sup>th</sup> Street:BAX/Albany      | 1,000,000          |                  | 1,000,000            | 1,428,571           | 1,420,000         | 1,500,000              |
| 9 <sup>th</sup> Street:Elgin/EI Paso   | 2,450,000          | 200,000          | 2,250,000            | 3,500,000           | 4,055,300         |                        |
| <b>Total Construction</b>              | <b>13,800,000</b>  | <b>1,500,000</b> | <b>12,300,000</b>    | <b>19,714,285</b>   | <b>22,672,564</b> | <b>9,700,000</b>       |
| <b>Resurfacing</b>                     |                    |                  |                      |                     |                   |                        |
| Aspen:Kenosha/Houston                  | 900,000            |                  | 900,000              | 1,285,714           | 900,000           |                        |
| Fairfax                                | 1,400,000          |                  | 1,400,000            | 2,000,000           | 900,000           |                        |
| Leisure Park                           | 700,000            |                  | 700,000              | 1,000,000           | 550,000           |                        |
| Oak Creek Estates                      | 500,000            | 500,000          | 0                    | 714,286             | 384,514           |                        |
| Old Town Streets                       | 500,000            | 500,000          | 0                    | 714,286             | 500,000           |                        |
| Stacey Lynn 6                          | 500,000            |                  | 500,000              | 714,286             | 375,000           |                        |
| Village Square                         | 600,000            |                  | 600,000              | 857,143             | 425,000           |                        |
| Total Resurfacing                      | 5,100,000          | 1,000,000        | 4,100,000            | 7,285,715           | 4,034,514         | 0                      |
| <b>TOTAL NAMED PROJECTS</b>            | <b>18,900,000</b>  | <b>2,500,000</b> | <b>16,400,000</b>    | <b>27,000,000</b>   | <b>26,707,079</b> | <b>9,700,000</b>       |
| Unnamed Projects                       | 8,100,000          | 300,000          | 7,800,000            | 0                   |                   |                        |
| <b>Total Proposition A</b>             | <b>27,000,000</b>  | <b>2,800,000</b> | <b>24,200,000</b>    | <b>27,000,000</b>   | <b>26,707,079</b> | <b>9,700,000</b>       |

**CITY OF BROKEN ARROW  
 AUTHORIZED & UNSOLD GENERAL OBLIGATION BONDS  
 2011 BOND ISSUE**

| PROPOSITION/PROJECT                              | NAMED AMOUNT @ 70% | PREVIOUSLY SOLD   | REMAINDER TO BE SOLD | NAMED AMOUNT @ 100% | PROJECT COST      | STAFF'S RECOMMENDATION |
|--|--------------------|-------------------|----------------------|---------------------|-------------------|------------------------|
| <b>PROPOSITION B: PUBLIC SAFETY</b>              |                    |                   |                      |                     |                   |                        |
| Named Projects                                   |                    |                   |                      |                     |                   |                        |
| Public Safety Complex                            |                    |                   |                      |                     |                   |                        |
| Fire Station #3                                  | 2,000,000          | 0                 | 2,000,000            | 2,857,143           | 3,000,000         | 0                      |
| Reserve Center Renovation                        | 5,000,000          | 5,000,000         | 0                    | 7,142,857           | 7,032,000         | 0                      |
| Total Named Projects                             | 7,000,000          | 5,000,000         | 2,000,000            | 10,000,000          | 10,032,000        | 0                      |
| Unnamed Projects                                 | 3,000,000          | 2,000,000         | 1,000,000            | 0                   |                   |                        |
| <b>Total Proposition B</b>                       | <b>10,000,000</b>  | <b>7,000,000</b>  | <b>3,000,000</b>     | <b>10,000,000</b>   | <b>10,032,000</b> | <b>0</b>               |
| <b>Proposition C - Quality of Life</b>           |                    |                   |                      |                     |                   |                        |
| Named Projects                                   |                    |                   |                      |                     |                   |                        |
| Events Park Infrastructure                       | 1,820,000          | 500,000           | 1,320,000            | 2,600,000           | 1,820,000         | 1,900,000              |
| ISSC Improvements                                | 700,000            |                   | 700,000              | 1,000,000           | 619,390           | 0                      |
| Nienhuis Park Improvements                       | 650,000            |                   | 650,000              | 928,571             | 650,000           | 0                      |
| Senior Center Museum Renovation                  | 200,000            | 300,000           | (100,000)            | 285,714             | 339,300           | 0                      |
| 37th Street Detention Park                       | 200,000            |                   | 200,000              | 285,715             | 200,000           | 0                      |
| Total Named Projects                             | 3,570,000          | 800,000           | 2,770,000            | 5,100,000           | 3,628,690         | 1,900,000              |
| Unnamed Projects                                 | 1,530,000          |                   | 1,530,000            | 0                   |                   |                        |
| <b>Total Proposition C</b>                       | <b>5,100,000</b>   | <b>800,000</b>    | <b>4,300,000</b>     | <b>5,100,000</b>    | <b>3,628,690</b>  | <b>1,900,000</b>       |
| <b>Proposition D - Stormwater</b>                |                    |                   |                      |                     |                   |                        |
| Country Aire Estates Drainage Improvements       |                    |                   |                      |                     |                   |                        |
| Eagle Creek Drainage Improvements                | 150,000            |                   | 150,000              | 214,286             | 185,095           | 0                      |
| Fairway Park Detention Pond Phase II             | 180,000            |                   | 180,000              | 257,143             | 128,500           | 0                      |
| Kenosha/235th East Avenue (School Creek)         | 250,000            | 250,000           | 0                    | 357,143             | 50,000            | 0                      |
| Master Drainage Plan: Broken Arrow Creek         | 150,000            | 150,000           | 0                    | 214,286             | 167,109           | 0                      |
| Stacey Lynn 7 Drainage Improvements              | 280,000            | 280,000           | 0                    | 400,000             | 275,000           | 0                      |
| Turnberry Detention Pond                         | 100,000            |                   | 100,000              | 142,857             | 53,500            | 0                      |
| 37th Street Detention:Adams Creek - Albany/Omaha | 100,000            |                   | 100,000              | 142,857             | 100,000           | 0                      |
| Total Named Projects                             | 400,000            |                   | 400,000              | 571,428             | 400,000           | 400,000                |
| Unnamed Projects                                 | 1,610,000          | 680,000           | 930,000              | 2,300,000           | 1,359,204         | 400,000                |
| Total Proposition D                              | 690,000            | 170,000           | 520,000              | 2,300,000           | 0                 |                        |
| Total Proposition D                              | 2,300,000          | 850,000           | 1,450,000            | 2,300,000           | 1,359,204         | 400,000                |
| <b>TOTAL BOND PROJECTS</b>                       | <b>44,400,000</b>  | <b>11,450,000</b> | <b>32,950,000</b>    | <b>44,400,000</b>   | <b>41,726,973</b> | <b>12,000,000</b>      |

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**Broken Arrow City Council  
Meeting of: 08-07-2012**



**To: Mayor and City Council**  
**From: Office of the City Attorney**  
**Subject: Approval and authorization to execute a First Amendment to an Economic Development Agreement between Broken Arrow Economic Development Authority, the City of Broken Arrow, and FlightSafety International, Inc. The Economic Development Agreement being amended was executed on May 26, 2010, pursuant to Broken Arrow Resolution Numbers 650 and 651.**

---

**Background:** On February 16, 2010, the Broken Arrow City Council approved a Memorandum of Understanding with FlightSafety International, Inc. In the MOU, FlightSafety agreed to relocate its existing Plant and Operations Center from its current location on North Hemlock Circle to another area within the City of Broken Arrow. Retention of FlightSafety within the City limits was very important to the community as a whole. In 2008, FlightSafety employed 687 employees with a payroll of \$41 million. It is anticipated that relocation will allow FlightSafety to expand thereby increasing both the number of employees and annual payroll.

To incentivize FlightSafety to remain in Broken Arrow, the Council agreed to provide for the lease of approximately 17 acres of real property located on the southwest Corner of Kenosha and Lynn Lane, on an area commonly known as Tiger Hill. The City agreed to provide a 99-year lease for the sum of \$1.00 per year. The City also agreed to pay FlightSafety the sum of \$6,280,300.00 to retain high paying, professional jobs within the City. These funds will come from implementation of a Tax Increment Financing District which will capture both property taxes and new sales taxes over the square mile bounded by Kenosha, Elm Place, Houston and Lynn Lane.

On May 26, 2010, the Broken Arrow Economic Development Authority approved Resolution No. 651 which provided for execution of an Economic Development Agreement. This Agreement encompasses the major components set forth above in addition to requiring the Authority to cause the construction of certain infrastructural improvements in an amount not to exceed \$332,500.00. The Agreement requires FlightSafety to construct a manufacturing and office facility that is approximately 340,000 square feet and to make a minimum \$20 million investment in overall development of this area.

Resolution Nos. 650 and 651 also approved a Lease Agreement between the City of Broken Arrow and the Broken Arrow Economic Development Authority for the land where the facility was to be located. Resolution No. 651 also approved a Sublease of the land between the Broken Arrow Economic Development Authority and FlightSafety International, Inc.

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**Broken Arrow City Council**

**Meeting of: 08-07-2012**

**Subject: Approval and authorization to execute a First Amendment to an Economic Development Agreement between Broken Arrow Economic Development Authority, the City of Broken Arrow, and FlightSafety International, Inc. The Economic Development Agreement being amended was executed on May 26, 2010, pursuant to Broken Arrow Resolution Numbers 650 and 651.**

The attached First Amendment to the Economic Development Agreement resolves issues necessitated by the construction of the project. Several exhibits were not completed or approved and are now incorporated into this First Amendment. Also, Section 3.4 of the 2010 Economic Development Agreement provided for a 24” waterline relocation on the Leased Premises to be completed by the Authority. Instead, FlightSafety completed the waterline relocation, and the First Amendment provides that FlightSafety be reimbursed for this improvement by the payment of \$135,000.00 by the Authority. As additional consideration for this payment, FlightSafety is agreeing to increase the number of full-time equivalent employees and equivalent contract employees contained in the 2010 Agreement Section 4.6.C by an additional five (5) full-time employees.

The attached First Amendment to the Lease and First Amendment to Sublease Agreement more effectively document the intent of the parties and resolve issues necessitated by construction of the project. The First Amendment to both the Lease and Sublease allow for the Authority’s release of the responsibility to construct the 24” waterline, the payment of \$135,000.00 by the Authority to FlightSafety, and the agreement by FlightSafety to add five full-time equivalent jobs. The amendment of the Lease also corrects typographical errors in Section 5.3 and further clarifies the intent of the parties with regard to Hazardous Materials. The First Amendment to the Sublease further refines the boundaries of the project, completes the Hazardous Materials Covenants, and adds the Church of Christ Lease Agreement as an exhibit.

**Cost: \$135,000.00**

**Prepared By: Lesli Myers, Deputy City Attorney**

**Reviewed By: Finance Department**

**Approved By: Russell Gale, Acting City Manager**

**Attachments: First Amendment to Economic Development Agreement**

**Recommendation: Approve and authorize the execution of the First Amendment to Economic Development Agreement**

**ACTION: APPROVAL: \_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_ DENIAL: \_\_\_\_ TABLED: \_\_\_\_ VOTE: \_\_\_\_**

## **FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT** (the "First Amendment") made effective as of this 7<sup>th</sup> day of August, 2012, by and between **BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**, an Oklahoma public trust (together with its successors and assigns, the "Authority"), **THE CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation (together with its successors and assigns, the "City," which term, when used in such context, shall also mean and refer to the area within the territorial limits of the City), and **FLIGHTSAFETY INTERNATIONAL, INC.**, a New York corporation (together with its successors and assigns, "FlightSafety"). Terms used and not otherwise defined in this First Amendment shall be as defined in the 2010 Agreement (below defined).

### **WITNESSETH:**

**WHEREAS**, on May 26, 2010, the Authority, the City and FlightSafety entered into an Economic Development Agreement ("2010 Agreement") whereby certain Premises were made available to FlightSafety and certain job retention incentives were paid in consideration for the retention of FlightSafety's operations within the City and construction and operation of new manufacturing and office facilities on the Subject Property; and

**WHEREAS**, advancement of the Project has resulted in the need to amend the 2010 Agreement in order to more fully document the intent of the parties and to resolve issues necessitated by construction of the Project (as defined in Article 1 of the 2010 Agreement); and

**WHEREAS**, several exhibits to the 2010 Agreement were not completed or approved at the time of execution and, as such, are addressed by this First Amendment and incorporated into the 2010 Agreement (as amended by this First Amendment, the "Agreement"), i.e., (x) the Master Site Plan, attached as **Exhibit 1** hereto, to be made a part of the 2010 Agreement as Exhibit A thereto; (y) the legal description, attached as **Exhibit 2** hereto, to be substituted in whole for Exhibit B to the 2010 Agreement; and (z) the fully executed Sublease (as defined in the 2010 Agreement) and its amendments, identified as **Exhibit 3** hereto, to be substituted in whole for Exhibit C to the 2010 Agreement; and

**WHEREAS**, Section 3.4 of the 2010 Agreement provided for certain Infrastructure Improvements to be undertaken by the Authority, i.e., a certain 24" water line relocation on the Leased Premises, which were not timely performed, necessitating the amendment of the 2010 Agreement to provide for FlightSafety's undertaking of the same and the Authority's reimbursement of the costs thereof and the Authority and FlightSafety's agreement for the Authority to reimburse such costs through paying \$135,000.00 in additional economic development job retention incentives, and in consideration thereof FlightSafety has agreed to increase the number of Full-time Employees and equivalent contract employees contained in in the 2010 Agreement Section 4.6.C by an additional five (5) Full-time Employees; and

**WHEREAS**, the parties agreed that a formal Project Plan was not necessary for the completion of the Project, thereby necessitating removing the requirement therefor under the 2010 Agreement; and

**WHEREAS**, amendment of the 2010 Agreement will advance the goals of the City and the Authority to retain and expand employment, attract private investment, enhance the tax base of the City, stimulate economic growth and improve the quality of life in the City, strengthen the community and permit the City to expand the type and scope of its services, including enhancing public improvements, and expanding the provision of police and fire protection therein; and

**WHEREAS**, both the City and the Authority deem it appropriate to approve the execution and delivery of this First Amendment in the interest of providing for the implementation of the Project and have determined such actions are in the best interest of the City and the health, safety, and welfare of the City and residents within and near the City.

**NOW, THEREFORE**, in consideration of the covenants and mutual obligations set out herein and in the 2010 Agreement, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following Amendments:

#### **ARTICLE A EXHIBITS AND SCHEDULES**

A.1 Master Site Plan: Following the execution and delivery of the 2010 Agreement the Master Site Plan for the Project was completed and the parties agree that **Exhibit 1**, as attached hereto and made a part hereof, shall become and be Exhibit A to the 2010 Agreement.

A.2 Legal Description of Premises: Following the execution and delivery of the 2010 Agreement it was necessary to refine and revise the legal description of the Leased Premises and the parties agree that **Exhibit 2**, as attached hereto and made a part hereof, shall become and be Exhibit B to the 2010 Agreement.

A.3 Form of Lease Agreement: Following the execution and delivery of the 2010 Agreement the Sublease was approved by both the City and the Authority and the parties agree that **Exhibit 3**, as attached hereto and made a part hereof, shall become and be Exhibit C to the 2010 Agreement.

#### **ARTICLE B AMENDMENTS TO AGREEMENT**

B.1 Amendment to Section 3.4 of the Agreement: Section 3.4, Site Preparation and Improvements by Authority, is hereby amended to read in its entirety as follows:

"3.4 Site Preparation and Improvements by Authority.

- "A. Zoning. The Authority shall use its best efforts to pursue all actions reasonably necessary to secure appropriate zoning of the Premises for the New Facilities.
- "B. Infrastructure Improvements. The Authority shall provide, or cause to be provided, certain Infrastructure Improvements on and around the Leased Premises. Infrastructure Improvements shall include, the following:
1. Traffic Control Improvements: All Traffic Control Improvements deemed reasonably necessary to protect the health and safety of citizens as determined by independent traffic impact analyses.
  2. Public Roads: The improvement of the access points from Lynn Lane (9<sup>th</sup> Street) onto the Leased Premises and to include two lanes of traffic in each direction and a dedicated single turn lane."

B.2 Amendment to Section 3.7 of the Agreement: Section 3.7, Job Retention Incentives, is hereby amended to read in its entirety as follows:

"3.7 Job Retention Incentives.In consideration of FlightSafety's agreement to establish the New Facilities in the City, and to fill and create permanent full-time jobs at the New Facilities, the Authority will pay economic development job retention incentives to FlightSafety in an amount of \$6,415,300.00. Of this sum, \$6,280,300.00 shall be distributed to FlightSafety on or before November 15, 2010. The remaining \$135,000.00 shall be distributed to FlightSafety on or before July 31, 2011."

B.3 Amendment to Section 4.1 of the Agreement: Section 4.1, Development of Premises, is hereby amended to read in its entirety as follows:

"4.1 Development of Premises.FlightSafety shall diligently undertake the preparation of the Master Site Plan for submission to the authorized representatives of the City and the Authority for approval, which shall not be unreasonably withheld or delayed, on behalf of the City and the Authority. Following approval of the Master Site Plan by the City and the development and approval of the Construction Plans, FlightSafety shall build, or cause to be built, manufacturing, office and directly related facilities with approximate aggregate gross building floor areas of 340,000 square feet and other improvements in accordance with the Master Site Plan and the Construction Plans."

**IN WITNESS WHEREOF,** the each of the parties has caused this First Amendment to Economic Development Agreement to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date first above written.

THE CITY OF BROKEN ARROW,  
a municipal corporation

ATTEST: (S E A L)

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

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

Reviewed as to form and legality this \_\_\_\_\_ day of August, 2012.

  
\_\_\_\_\_  
Municipal Counselor

BROKEN ARROW ECONOMIC  
DEVELOPMENT AUTHORITY,  
an Oklahoma public trust

ATTEST: (S E A L)

By: \_\_\_\_\_  
Chairman

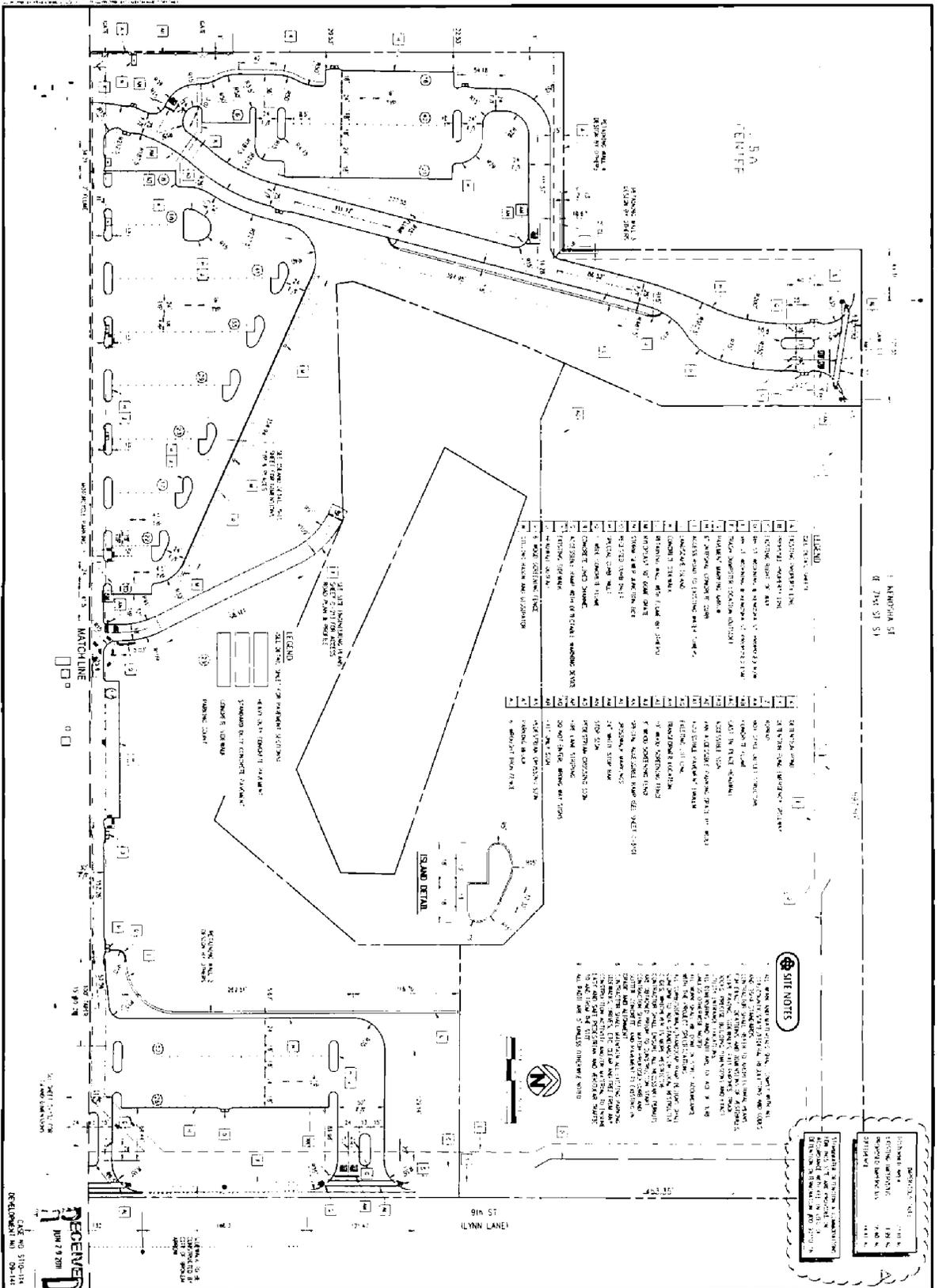
By: \_\_\_\_\_  
Secretary

FLIGHTSAFETY INTERNATIONAL INC.

By: \_\_\_\_\_  
Name: Rick Armstrong  
Title: Vice-President

**EXHIBIT "1"**





MEMPHIS, TN  
 9th St  
 Lynn Lane

**SITING NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MEMPHIS ZONING ORDINANCES AND THE MEMPHIS SUBDIVISION ACT.
2. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE.
3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AND SERVICES IN ACCORDANCE WITH THE CITY OF MEMPHIS ORDINANCES.
5. THE DEVELOPER SHALL MAINTAIN ALL NECESSARY RECORDS AND DOCUMENTATION.
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CONSTRUCTION PERMITS  
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 15. PERMITS

**Cotton Tail Sporks**  
 10000 W. WOODLAND BLVD.  
 MEMPHIS, TN 38117  
 (901) 521-1234

**FLIGHT SAFETY INTERNATIONAL**  
 MANUFACTURING /  
 ENGINEERING FACILITY  
 3000 N. 1ST ST.  
 BRIGHTON, OHIO 45106-1002

**ISSUED FOR CONSTRUCTION**  
 2/28/2018  
 301812001

**C-131 R-5**  
 SITE PLAN NORTH  
 3/14/2018

**EXHIBIT "2"**

PROPERTY DESCRIPTION  
FLIGHT SAFETY ( NORTH )

A TRACT OF LAND IN THE NE/4 OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST. THENCE S 01°14'46" E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 478.17 FEET. THENCE S 88°45'07" W A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING. THENCE S 01°14'46" E A DISTANCE OF 842.97 FEET. THENCE S 88°34'46" W A DISTANCE OF 1257.66 FEET. THENCE N 01°18'33" W A DISTANCE OF 961.30 FEET. THENCE N 88°36'47" E A DISTANCE OF 222.36 FEET. THENCE N 01°23'53" W A DISTANCE OF 300.07 FEET. THENCE N 88°35'39" E A DISTANCE OF 174.98 FEET. THENCE S 01°22'19" E A DISTANCE OF 190.72 FEET. THENCE S 22°17'38" W A DISTANCE OF 166.72 FEET. THENCE S 19°07'59" W A DISTANCE OF 208.40 FEET. THENCE S 09°49'50" E A DISTANCE OF 19.22 FEET. THENCE N 86°46'55" E A DISTANCE OF 264.69 FEET. THENCE S 68°02'00" E A DISTANCE OF 367.51 FEET. THENCE N 39°31'54" E A DISTANCE OF 215.94 FEET. THENCE N 01°22'19" W A DISTANCE OF 114.53 FEET. THENCE N 88°45'07" E A DISTANCE OF 254.95 FEET TO THE POINT OF BEGINNING. CONTAINING 1019163.54 SQUARE FEET OR 24.397 ACRES. MORE OR LESS.

**EXHIBIT "3"**

## **SUBLEASE AGREEMENT**

THIS SUBLEASE AGREEMENT (the "Lease") is made effective as of the 26th day of May, 2010, by and between the BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma public trust of which The City of Broken Arrow, Oklahoma, is the sole beneficiary (the "Authority"), and FLIGHTSAFETY INTERNATIONAL INC. (together with its successors and permitted assigns, "FlightSafety"), a New York Corporation.

### **WITNESSETH:**

WHEREAS, the Authority is vitally interested in the economic welfare of the citizens of The City of Broken Arrow, Oklahoma (the "City"), and desires to enhance the City's capabilities for economic growth and development; and

WHEREAS, the provision of quality jobs to the citizens of the City by domestic and multi-national business employers is essential to the economic well-being of the City; and

WHEREAS, in calendar year 2008, FlightSafety employed approximately 687 individuals at its current facilities (the Current Facility) at and in the area of 2700 North Hemlock Circle in the City, and expended approximately \$86,000,000 for employee compensation and materials and services; and

WHEREAS, sales taxes realized by the City from FlightSafety's employees exceed \$147,000 annually; and

WHEREAS, sales taxes realized by the City on FlightSafety's purchases from vendors in the City exceed \$72,900 annually; and

WHEREAS, were FlightSafety to relocate its operations in the current Facilities away from the City it would adversely affect the City and residents within and near the City; and

WHEREAS, the City owns unencumbered fee title to certain lands within the City, the "Leased Premises", and in the interest of retaining FlightSafety's operations in Broken Arrow the City has determined said lands should be made available to FlightSafety via the lease thereof to the Authority for its sublease thereof to FlightSafety hereunder; and

WHEREAS, in part by reason of the Leased Premises being made available, FlightSafety has agreed to continue and expand its investment in the City through establishing new manufacturing and office facilities (the "New Facilities") within the City and on the Leased Premises and, in connection therewith, to create additional engineering, technical, professional and related jobs within and near the City in support of FlightSafety's operations (such undertakings, the "Project"); and

WHEREAS, the City recognizes that the New Facilities and their operations will have direct economic benefits within and near the City as they will retain and likely increase sales taxes realized by the City from FlightSafety's employees and on FlightSafety's purchases from local ven-

dors, increase ad valorem revenues derived by the City, Tulsa County, Oklahoma, Independent School District No. 3 of Tulsa County, Oklahoma, and other local and area governmental entities from time to time benefiting there from, generally enhance property values, both residential and commercial, within the City, and otherwise contribute significantly to the economic well being of the citizens and residents within and near the City, and those of Tulsa County and the State of Oklahoma (the "State"); and

WHEREAS, the City also recognizes that the New Facilities and their operations will have additional and indirect economic benefits within and near the City, in Tulsa County and in the State through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development, providing economic benefits to low and moderate income individuals, and providing training in technology, services, sales, and management skills; and

WHEREAS, the City and FlightSafety entered into a Memorandum of Understanding, approved by the City Council in February 16, 2010 (the "MOU"), which outlined an economic development incentive program jointly developed for FlightSafety by the City setting forth the terms and conditions under which FlightSafety agrees to continue and expand its investment in the City through establishing the New Facilities; and

WHEREAS, in pursuit of the understandings set forth in the MOU the City, the Authority and FlightSafety intend to enter into a certain Economic Development Agreement, bearing equal date herewith (the "Development Agreement"), which, among other matters, provides for the City, as lessor, and the Authority, as lessee, entering into a certain Lease Agreement, bearing equal date herewith (the "City Lease"), for purposes of the Authority acquiring a leasehold estate in the Leased Premises and in turn subleasing the Leased Premises to FlightSafety hereunder; and

WHEREAS, the Authority was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982 and August 4, 1983 (the "Authority Trust Indenture"), as a public trust for the use and benefit of its sole beneficiary, the City, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, *et seq.*; and

WHEREAS, among the Authority Trust Indenture's stated purposes are those of promoting and encouraging the development of industry and commerce within and without the territorial limits of the City by instituting, furnishing, providing and supplying property, improvements and services for the City and for the inhabitants, owners and occupants of property, and governmental, industrial, commercial and mercantile entities, establishments, and enterprises within and without the City; promoting the general convenience, general welfare and public safety of the residents of the City; acquiring by purchase real property useful in instituting, furnishing, providing, or supplying any of the aforementioned property, improvements and services; complying with the terms and conditions of contracts made in connection with or for the acquisition of any of said properties; receiving funds, property and other things of value from, among others, the City; and participating in State and other programs which are to the advantage of the Authority and the City, and the Trustees of the Authority have determined that its undertakings and the performance of its obligations under the Development Agreement, the City Lease and this Lease, are authorized and proper functions under the Authority's Trust Indenture; and

WHEREAS, the Trustee of the Authority deem it appropriate to approve the execution and delivery of this Lease in providing for the implementation of the Project and have determined that such action is in the best interests of the City and the health, safety, and welfare of the citizens and residents within and near the City.

NOW, THEREFORE, in consideration of the covenants and mutual obligations herein set forth and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

#### ARTICLE I: DEFINITIONS

"Authority" shall mean Broken Arrow Economic Development Authority, an Oklahoma public trust of which the City is sole beneficiary.

"City" shall mean The City of Broken Arrow, Oklahoma, Oklahoma, a municipal corporation.

"City Lease" shall mean that certain Lease Agreement, bearing equal date herewith, by and between the City, as lessor, and the Authority, as lessee, of the premises identified as the Leased Premises hereunder.

"Close" shall mean the Plant ceases to operate.

"Commencement Date" shall mean the earlier of (i) the first day of the calendar month in which FlightSafety shall Open the Plant, or (ii) September 1, 2012, which date shall not be extended, except to the extent such extension is caused by force majeure, supplier delays and other causes beyond FlightSafety's reasonable control.

"Construction Plans" are complete plans and specifications describing the nature, scope, quality, and specifications for proposed construction of the Plant adequate for review and approval by the Authority, which shall not be unreasonably delayed, and by the City, which has covenanted under the City Lease not to unreasonably delay.

"Current Facility" means the existing Plant located at 2700 North Hemlock Circle, Broken Arrow, Oklahoma 74012.

"Development Agreement" shall mean that certain Economic Development Agreement, bearing equal date herewith, by and among the City, the Authority and FlightSafety.

"Effective Date" shall mean May 26, 2010.

"Full-time Employee" shall mean a person employed by FlightSafety at the Plant who works and is paid for working not less than thirty-two (32) hours per week, or an equivalent contracted person.

"Lease" shall mean this Sublease Agreement and any and all supplements, modifications or amendments thereto.

"Leased Premises" shall mean that certain parcel of real property containing approximately 17.88 acres of land in an area commonly known as "Tiger Hill" in Broken Arrow, Tulsa County, State of Oklahoma, together with the Plant and any and all other improvements thereon. The Leased Premises are legally described on **Exhibit A**, which is attached hereto and incorporated herein.

"Open" shall mean the earlier of the date on which the Plant has commenced operations and appropriate certificates of occupancy have been issued or the Plant is otherwise legally authorized to commence operations.

"Plant" shall mean the manufacturing, office and related facilities to be constructed on the Leased Premises in accordance with **Section 5.2** hereof.

"Site Plan" shall mean FlightSafety's conceptual plan for the construction site, public roads, infrastructure improvements, public utility improvements and other improvements on the subject property.

"Term" shall mean the period commencing May 26, 2010, and ending May 26, 2109.

## ARTICLE II: GRANT OF LEASE AND TERM

- 2.1 Leased Premises. The Authority, in consideration of the rent to be paid, the covenants to be performed by FlightSafety, the retention of hundreds of jobs in the Broken Arrow area, sales tax retention and increases, and *ad valorem* retention and increases, does hereby lease to FlightSafety, and FlightSafety hereby leases from the Authority for the Term, the Leased Premises together with all easements, rights and privileges appurtenant thereto.
- 2.2 Compliance with City Codes and Ordinances. The lease of the Leased Premises hereunder is subject to FlightSafety's compliance with all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations, covenants, restrictions and easements affecting the construction and operation of the Plant and the terms and provisions of certain reciprocal easements and agreements now or hereafter to be entered into by the Authority (collectively, the "Encumbrances"), *provided* that the Authority represents that the Encumbrances will not conflict with any provision of this Lease or materially interfere with FlightSafety's ability to operate at the Leased Premises.
- 2.3 Term. The Term of this Lease shall commence on the Effective Date, and shall continue until May 26, 2109, pursuant to the terms set forth in this Lease and the Economic Development Agreement.
- 2.4 Rent. FlightSafety shall pay the Authority as rentals the sum of \$1.00 per year for the use of the Leased Premises, in addition to performing the covenants providing valid consideration. Said rent shall be paid by FlightSafety on June 26<sup>th</sup> of each year beginning on June 26, 2010, throughout the term specified in this Lease, and may, at FlightSafety's option, be paid in advance.

### ARTICLE III: PERMITTED USE

- 3.1 Permitted Use. The Leased Premises shall be used by FlightSafety in accordance with this Lease.
- 3.2 Waste. FlightSafety shall at no time intentionally cause the destruction of the Leased Premises and shall maintain the same in accordance with this Lease.
- 3.3 Compliance with Laws. FlightSafety shall not conduct its operations on and at the Leased Premises in such a manner as to violate any applicable law, rule, regulation or ordinance.

### ARTICLE IV: AD VALOREM TAXES

- 4.1 Payment: FlightSafety shall timely pay all applicable ad valorem taxes on the Leased Premises from and after the effective date of this Lease and during the entire Term, and FlightSafety shall indemnify and hold the Authority and the City harmless with respect thereto.

### ARTICLE V: PREPARATION OF THE LEASED PREMISES

- 5.1 Authority's Presentation of the Leased Premises. The Authority shall make the Leased Premises available to FlightSafety as of the Effective Date of this Lease. The Authority shall present the Leased Premises to FlightSafety in the condition as currently exists immediately prior to the execution of this Lease without any representations or warranties, express or implied. FlightSafety hereby acknowledges and agrees that it is leasing the Leased Premises "AS IS - WHERE IS" based solely upon its own investigations, testing, studies, and reports, and not upon any statements, assurances, representations or warranties of the Authority or the City or any trustees, officers, agents, contractors or representatives of either of the same. The Authority agrees to take all reasonable steps (without incurring any material cost or expense), to facilitate the permitting process for FlightSafety's work, including cooperating in obtaining permits, certifications and approvals which are or may be required. The City Manager of the City has represented that to the best of his knowledge the Leased Premises do not presently contain any hazardous substances as defined under applicable government laws.
- 5.2 FlightSafety's Construction. FlightSafety shall construct or cause to be constructed manufacturing, office and related facilities that aggregate approximately 340,000 square feet of interior space, and FlightSafety shall obtain all permits and approvals necessary with respect to its construction and shall comply with all legal requirements relating thereto. FlightSafety agrees that its work shall be performed (i) in a first-class workmanlike manner using first-class materials; (ii) by duly qualified and licensed persons; (iii) in accordance with all applicable laws, regulations, orders, ordinances, codes and insurance company requirements; and (iv) in accordance with the provisions of this Lease. FlightSafety agrees to use all reasonable efforts to Open the Plant in compliance with all applicable

laws and regulations on or before September 1, 2012. FlightSafety agrees to carry or cause its general contractor to carry "Builder's Risk" insurance in customarily reasonable amounts covering the performance of the same and the premiums(s) paid therefore relating to construction activities at the Leased Premises in accordance with **Section 8.1** hereof.

- 5.3 Liens. Neither the Plant, nor the Leased Premises shall at any time be subject to liens for improvements made by or on behalf of FlightSafety. If requested, FlightSafety shall deliver to the Authority partial and final lien waivers from all contractors and subcontractors who supplied labor and/or materials to or for FlightSafety in connection with the completion of FlightSafety's work. Nothing contained in this Lease shall be construed as consent on the part of the Authority to subject the Authority's estate in the Leased Premises or the Plant to any lien or liability under applicable law. In the event that any mechanic's, materialman's or other lien or any notice of claim, including without limitation, a stop notice (collectively, a "Lien") is filed against the Leased Premises or the Plant as a result of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished to or for the benefit of FlightSafety, FlightSafety shall at its expense cause the Lien to be discharged of record or fully bonded within thirty (30) days or as soon as practicable after notice of the filing thereof. It shall be FlightSafety's continuing obligation to keep and maintain the Leased Premises free from any and all Liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of FlightSafety in connection with its occupancy and use of the Leased Premises.
- 5.4 Infrastructure Improvements. The Authority shall provide, or cause to be provided, certain Infrastructure Improvements on and around the Leased Premises. Infrastructure Improvements on and contiguous to the Leased Premises shall be made in accordance with the Master Site Plan and shall be completed on or before Commencement Date. Authority shall not be obligated to incur costs associated with the construction of the Public Utilities Improvements identified in Section 3.4 B.3. in excess of THREE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$332,500), in the aggregate, including actual and reasonable associated costs, such as design, survey, engineering, and other related fees. All other Infrastructure Improvement shall be completed by Authority without such cost limitations. Infrastructure Improvements shall include, but are not limited to the following:
- A. Traffic Control Improvements: All Traffic Control Improvements deemed reasonably necessary to protect the health and safety of citizens as determined by independent traffic impact analysis(es).
  - B. Public Roads: The improvement of the access points from Lynn Lane (9th Street) onto the Leased Premises and to include two lanes of traffic in each direction and a dedicated single turn lane.
  - C. Public Utilities Improvements: Authority shall construct a 24" waterline relocation on the Leased Premises as identified on the Master Site Plan.

- D. Easements. The Authority shall facilitate the preparation and record of easements providing access in, over, across and above as necessary for immediately contiguous utility improvements making all utility connection accessible and available to FlightSafety on the Leased Premises.

5.5 Development Agreement Obligations. The parties acknowledge and agree that the Development Agreement sets forth certain obligations, in addition to the respective obligations of the parties as set forth and contained herein, and in connection therewith the FlightSafety and the Authority agree that such additional obligations on their respective parts shall be deemed obligations under, and enforceable as if fully set forth and stated in this Lease.

## ARTICLE VI. CONDUCT OF BUSINESS

6.1 Use of Premises. Except as otherwise provided herein, FlightSafety shall continuously use and occupy the Leased Premises during the Term for the FlightSafety Plant for the manufacturing and design of simulators and other aerospace products and services and for an administrative headquarters for such operations and for no other purpose or purposes not specifically approved by the Authority and the City Council of the City.

6.2 Operation of Business. Subject to the terms and conditions hereof, FlightSafety shall use all reasonable efforts to complete the Plant and be open for business at the Leased Premises on or before September 1, 2012, subject to force majeure, supplier delays and other causes beyond FlightSafety's reasonable control, and to remain open and continuously operate its business during the Term of this Lease. FlightSafety shall conduct its business at all times in a first-class and reputable manner. FlightSafety shall conduct its business in the Leased Premises in a lawful manner and shall not use or allow the Leased Premises to be used for any illegal purpose. FlightSafety shall not use, or permit to be used, the Leased Premises in a manner that would destroy the Leased Premises.

6.3 Signage. Subject to approval and compliance with applicable laws, FlightSafety may install signs as provided for in the Broken Arrow Zoning Ordinance and other applicable governmental regulations. The Authority hereby agrees to use its best efforts to assist FlightSafety in obtaining approval for any and all signage sought in compliance with the Broken Arrow Zoning Ordinance. The cost to purchase and install all signs shall be borne by FlightSafety.

6.4 FlightSafety's Warranties. FlightSafety warrants, represents, covenants and agrees that, in the operation of its business within the Leased Premises, FlightSafety shall, subject to the terms of this Lease: (a) pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon FlightSafety's business or upon FlightSafety's fixtures, furnishings or equipment at the Leased Premises, the Leased Premises, or upon any personal property owned by FlightSafety, and pay when due all license fees, permit fees and charges of a similar nature for the conduct by FlightSafety; (b) keep the Leased Premises and any platform, loading dock or service area used by FlightSafety in a neat, clean, safe and sanitary condition; (c) promptly comply with all

present and future laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction over the Leased Premises and/or operations thereat, and observe and comply with all covenants and restrictions of record affecting or applicable to the Leased Premises or the cleanliness, safety, occupancy and use of the same, *provided* that such encumbrances do not conflict with any provision of this Lease or materially interfere with FlightSafety's ability to operate in the Leased Premise in accordance with use of the Plant; and (d) be authorized to do business in the State. *Notwithstanding the foregoing or anything to the contrary contained herein*, FlightSafety may contest or appeal any taxes, assessments, public charges and any legal requirement, and shall not be required to pay or comply with any of the foregoing during the pendency of any appropriate proceedings, but only to the extent that the Authority and the City are fully indemnified against any and all costs and burdens arising from noncompliance during the pendency of such contest.

- 6.5 Notices by FlightSafety. FlightSafety shall give prompt notice to the Authority in case of fire or any other significant casualty at the Leased Premises.
- 6.6 Hazardous Materials. FlightSafety shall comply, and cause all other persons on or occupying the Leased Premises to comply, with all laws relating to Hazardous Materials and Hazardous Substances. THEN PUT THE DEFINITIONS THAT YOU USED IN THE COVENANTS IN THE DEFINITIONS SECTION. FlightSafety shall not install, use, generate, manufacture, store, treat, release or dispose of, nor permit the installation, use, generation, storage, treatment, release or disposal of, Hazardous Materials on, under or about the Leased Premises except for materials used in the ordinary course of maintenance and operation (and in compliance with all laws) of FlightSafety's business. FlightSafety shall indemnify and hold harmless the Authority, the City, and their respective trustees, officers, directors, partners, employees, and, duly authorized agents from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees that arise from any Hazardous Materials and Hazardous substances following the Effective Date of this Lease. The Authority and FlightSafety shall agree to Hazardous Materials Covenants to be attached to this Lease and made a part thereof as **Exhibit B** within ninety (90) days of the Effective Date of this Lease.

#### ARTICLE VII: REPAIRS AND MAINTENANCE

- 7.1 Repairs and Maintenance of Structures. Throughout the entire Term, FlightSafety shall, at its sole cost and expense, keep in good order, condition and repair all structural portions of the improvements located and to be located at and on the Leased Premises, including the interior of all structures.
- 7.2 Repairs and Maintenance of Personal Property and Fixtures. Throughout the entire Term, FlightSafety shall, at its sole cost and expense, promptly make all repairs and replacements and perform all necessary and appropriate maintenance in and to all of FlightSafety's merchandise, trade fixtures, furnishings, equipment and personal property located at the Leased Premises. In addition, FlightSafety, at its expense, shall maintain and

promptly make any and all necessary repairs to or replacements of the plumbing and utilities, and the heating, ventilating and air-conditioning systems serving the improvements.

- 7.3 Standard of Operation. Throughout the entire Term, FlightSafety shall cause the Leased Premises to be continuously operated and maintained in a first-class manner and in strict accordance with this Lease. In the event FlightSafety at any time fails to cause compliance with the foregoing standard of operation and maintenance, the Authority may notify FlightSafety of such failure pursuant to **Section 11.4** of this Lease and the Authority shall have the rights and remedies provided within the Lease.

#### ARTICLE VIII: INSURANCE, INDEMNITY AND LIABILITY

- 8.1 FlightSafety's Insurance Obligations. FlightSafety, at its sole cost and expense, shall obtain and maintain during the Term hereof (i) standard "all risk" property insurance against fire, theft, vandalism, malicious mischief, sprinkler leakage and such additional perils as hereafter may be included in a standard extended coverage endorsement, including coverage for flood, in amounts at least equal to the replacement value of the improvements located on the Leased Premises and FlightSafety's merchandise, furnishings, equipment, and all items of personalty located in, on or about the Leased Premises as of the date of such casualty and with such additional coverages and with such special endorsements as the Authority may reasonably determine from time to time, insuring the improvements located at the Leased Premises, and (ii) commercial general liability insurance protecting against any and all claims for injury to persons or property occurring in, on or about the Plant including, without limitation, the entire Leased Premises, in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence and with an aggregate limit of at least Five Million Dollars (\$5,000,000). FlightSafety agrees to cause such coverages to reflect both the Authority and the City as additional insureds. FlightSafety agrees to deliver to the Authority, on an annual basis, certificates evidencing the satisfaction of FlightSafety's insurance obligations as provided in this Section.

Each insurance policy required to be carried hereunder by or on behalf of FlightSafety shall provide that, unless FlightSafety shall first have been given thirty (30) days' prior written notice thereof, the FlightSafety insurer will not cancel or fail to renew the coverage provided by such insurance policy. The term "insurance policy" as used herein shall be deemed to include any extensions or renewals of such insurance policy.

On and after the Effective Date, FlightSafety, at FlightSafety's sole cost and expense shall obtain and maintain in effect throughout the Term, insurance policies providing for the following coverages: (i) a "Builder's Risk" policy described in **Section 5.2** hereof during the construction period(s); (ii) workers' compensation as required by law; (iii) with respect to alterations, improvements and the like required or permitted to be made by FlightSafety hereunder, property and builder's risk insurance in commercially reasonable amounts; and (iv) umbrella coverage in an amount equal to Five Million Dollars (\$5,000,000).

- 8.2 Covenant to Hold Harmless. Except for the acts of gross negligence, intentional omissions or willful misconduct by the Authority, the City or the agents, contactors, employees, or officers of either, and except for matters which arise in connection with a breach by the Authority of its obligations under this Lease, FlightSafety hereby indemnifies and agrees to save harmless the Authority, the City, and their respective trustees, officers, directors, partners, employees, and, duly authorized agents from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, that (a) arise from or are in connection with any negligent act or omissions of FlightSafety or FlightSafety's agents, employees, contractors, licensees, or invitees, or (b) result from injury to person or property or loss of life sustained in, on or about the Leased Premises. FlightSafety shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against the Authority or the City with respect to the foregoing. Except for the negligent acts or omissions or willful misconduct of FlightSafety, its agents, contactors, employees, or officers and except for matters which arise in connection with a breach by FlightSafety of its obligations hereunder, the Authority, at the reasonable and necessary expense of FlightSafety, will assist FlightSafety, its officers, directors, partners, employees, and agents in the defense of any and all claims, actions, damages, liability, cost and expense, that results from injury to person or property or loss of life sustained in, on or about the Leased Premises.

#### ARTICLE IX: DESTRUCTION OF LEASED PREMISES

- 9.1 Casualty. If the Leased Premises are damaged or rendered wholly or partially untenantable by fire or other casualty during the Term, then this Lease shall not be terminated or otherwise affected and all insurance proceeds received shall be used to reconstruct and restore the Leased Premises and the improvements thereon to the condition existing prior to the damage subject, however, to FlightSafety's right to terminate this Lease as provided herein.
- 9.2 Reconstruction. If, at any time during the Term, the Leased Premises are damaged by fire or other casualty and this Lease is not terminated in accordance with **Section 11.1** or **11.2** hereof, then all insurance proceeds from policies carried pursuant to **Section 9.1** above, however recovered, shall be paid to FlightSafety and utilized by FlightSafety for payment of the costs of repairing, replacing and rebuilding the Leased Premises and the damage to the Leased Premises shall be promptly repaired to the condition existing prior to the damage. Subject to FlightSafety's receipt of insurance proceeds sufficient to reconstruct the Leased Premises and the improvements thereon to the condition existing prior to such damage (exclusive of insurance proceeds respecting FlightSafety's merchandise, trade fixtures, furnishings, equipment and personal property), which FlightSafety agrees to in good faith diligently pursue, and further subject to FlightSafety's receipt of all necessary governmental approvals, FlightSafety shall be obligated to diligently pursue the completion of such reconstruction work and shall cause the same to be completed as soon thereafter as possible under the attendant circumstances and shall comply with all laws, ordinances and governmental rules or regulations in connection therewith and shall perform such reconstruction work in a first-class manner. Any costs incurred by FlightSafety in connection with such reconstruction work which exceed the insurance proceeds re-

ceived shall be the sole obligation of FlightSafety. After completion of the reconstruction, FlightSafety at FlightSafety's sole cost, shall repair or replace FlightSafety's merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to the damage or destruction thereof. FlightSafety shall comply with all laws, ordinances and governmental rules or regulations, and shall perform all FlightSafety work with due diligence and in a first-class manner. Any amount expended by FlightSafety in connection with FlightSafety work in excess of any insurance proceeds received therefore by FlightSafety shall be the sole obligation of FlightSafety.

#### ARTICLE X: ASSIGNMENT, SUBLETTING AND ENCUMBERING OF LEASE

- 10.1 Consent of Authority. Should FlightSafety desire to enter into an assignment, sub-lease or transfer of this Lease or FlightSafety's rights hereunder, FlightSafety must obtain the Authority's written consent to the assignment, sublease or transfer (which consent shall be at the Authority's sole discretion, but shall not be unreasonably withheld or delayed), at least thirty (30) days before the proposed effective date of the assignment, sublease or transfer providing the following: (i) the full particulars of the proposed assignment, sublease or transfer of this Lease or FlightSafety's rights hereunder, including its nature, effective date, terms and conditions, and copies of any offers, drafts agreements, subleases, letters of commitments or intent and other documents pertaining to the proposed assignment, sublease or transfer, (ii) a description of the identity, net worth and previous business experience of the proposed transferee, and (iii) any further information relevant to the proposed assignment, sublease or transfer which the Authority shall reasonably request after receipt of FlightSafety's request for consent. *Notwithstanding* any assignment, subletting or transfer of this Lease or FlightSafety's rights hereunder, FlightSafety shall remain fully liable on this Lease and for the performance of all terms, covenants, and provisions of this Lease for the balance of the Term; *provided*, it is expressly understood that, in addition, the Authority may require its consent to be conditioned upon such assignee, sub-sublessee or transferee expressly assuming and agreeing to pay and perform all and several of FlightSafety's obligations under this Lease under terms reasonably acceptable to the Authority set forth and contained in an appropriate written instrument.

#### ARTICLE XI: DEFAULT AND REMEDIES

- 11.1 Closure Payment. Should FlightSafety fail to Open the Plant by the Commencement Date or Close the Plant at any time within eleven (11) years next following the Commencement Date, FlightSafety shall reimburse the Authority as follows:
1. \$6,178,000.00 if such closure occurs within the first three (3) years following the Commencement Date, or the Plant is not open by the Commencement Date.
  2. \$5,530,000.00 if such closure occurs within the fourth (4<sup>th</sup>) year following the Commencement Date.
  3. \$4,882,000.00 if such closure occurs within the fifth (5<sup>th</sup>) year following the Commencement Date.

4. \$4,234,000.00 if such closure occurs within the sixth (6<sup>th</sup>) year following the Commencement Date.
5. \$3,586,000.00 if such closure occurs within the seventh (7<sup>th</sup>) year following the Commencement Date.
6. \$2,938,000.00 if such closure occurs within the eighth (8<sup>th</sup>) year following the Commencement Date.
7. \$2,290,000.00 if such closure occurs within ninth (9<sup>th</sup>) year following the Commencement Date.
8. \$1,642,000.00 if such closure occurs within tenth (10<sup>th</sup>) year following the Commencement Date.
9. \$994,000.00 if such closure occurs within eleventh (11<sup>th</sup>) year following the Commencement Date.

FlightSafety shall have no obligation to reimburse the Authority any amounts if FlightSafety Opens the Plant by the Commencement Date but closes the Plant after the eleventh (11<sup>th</sup>) year following the Commencement Date.

- 11.2. Closure Payment Alternative. Provided that the Plant has been completed, as an alternative to the payment of the sums identified in **Section 11.1** hereof, FlightSafety, if it so elects, shall convey, by appropriate instruments, title to all buildings and improvements located on the Leased Premises to the Authority on an as-is basis free and clear of any and all liens or encumbrances created or incurred by, on behalf or for the benefit of FSI. FlightSafety's payment of the amounts specified in **Section 11.1** hereof or its providing title as specified in this Section shall constitute the sole and exclusive obligation of FlightSafety and the sole and exclusive remedy available to the Authority for FlightSafety's closure or failure to open the Plant and FlightSafety may then terminate this Lease without any further obligation including that thereafter it shall have no obligation to make any payments pursuant to **Section 11.3** hereof.
- 11.3 Failure to Maintain Workforce. Should FlightSafety fail to continually employ 550 full-time-equivalent jobs at the Plant on the Leased Premises and the Current Facility at any time within the eleven (11) years following the Commencement Date, FlightSafety shall pay to the Authority the sum of \$370.00 per year for every Full-time Employee not employed for the entire preceding calendar year under 550 until end of the eleventh (11<sup>th</sup>) year following the Commencement Date. One (1) year and fifteen (15) days following Commencement Date and on each annual anniversary of said date thereafter throughout the Term of this Lease, FlightSafety shall provide the Authority with documentation, the completeness and accuracy of which shall be certified to by FlightSafety's Broken Arrow senior most personnel and finance officers, of the number of its Full-time Employees during the preceding calendar year. No later than thirty (30) days after the provision of such documentation, FlightSafety shall render payment to the Authority in accordance with the formula set forth in this Section. Payment shall be rendered in accordance with the preceding on an annual basis. FlightSafety's payment of the amounts specified in this **Section 11.3** shall constitute the sole and exclusive obligation of FlightSafety and the sole and exclusive remedy available to the Authority for FlightSafety's failing to employ 550 Full-time Employees at the Plant and the Current Facility during the course of any of the

first eleven (11) years next following the Commencement Date. In the event FlightSafety has paid the applicable amount specified in **Section 11.1** hereof or provided title as specified in **Section 11.2** hereof, it shall have no obligation to make any payments pursuant to this Section for any periods of time thereafter.

- 11.4 Default other than Closure or Failure to Open. If FlightSafety fails to perform or observe any term or condition of this Lease (other than as set forth in **Sections 11.1, 11.2, and 11.3** hereof) and such failure shall continue for sixty (60) days after receipt by FlightSafety of written notice from the Authority, which notice specifically describes the default in question; *provided, however*, that in the event such default is not capable of being cured within such sixty (60) day period, FlightSafety shall be given such additional time as is required to cure such default so long as FlightSafety promptly commences such cure within such sixty (60) day period and diligently pursues such cure to completion. *Notwithstanding* the foregoing or any provision to the contrary contained herein, in the event of a bona fide dispute between the Authority and FlightSafety, FlightSafety shall have the right, within the applicable notice and cure period, to notify the Authority of FlightSafety's desire to dispute the validity of the Authority's claim of default. In the event such dispute relates to the payment of money to the Authority, the notice of dispute must be accompanied by payment of that portion of the sum due as to which FlightSafety does not take issue, limiting the notice of dispute to only the net amount actually disputed. The dispute notice shall be accompanied by a detailed statement of the basis for FlightSafety's dispute. In such circumstances, the time within which to cure any claimed default as to which a bona fide dispute has been raised will be extended to the date which is ten (10) days following the final determination of the court or other forum, or in the event the dispute is resolved before any such final determination, within ten (10) days after the settlement or other resolution of the dispute.
- 11.5 Authority's Remedies. In the event of any such default by FlightSafety (other than those set forth in **Sections 11.1, 11.2, and 11.3** hereof), which is not cured within the applicable grace period, the Authority may at any time thereafter, by written notice to FlightSafety, declare this Lease terminated and the Term ended, in which event, this Lease and the Term hereof shall expire, cease and terminate with the same force and effect as though the date set forth in the notice of termination were the date originally set forth herein and fixed for the expiration of the Term, and FlightSafety shall immediately vacate and surrender the Leased Premises in accordance with the terms of this Lease, except that FlightSafety shall remain liable for all obligations arising during the balance of the then-current Term as if this Lease had remained in full force and effect through the balance of the Term. If FlightSafety fails to vacate the Leased Premises, the Authority may, without prejudice to any other remedy which it may have for possession or other violation of the Lease, enter upon and take possession of the Leased Premises or any part thereof, without being liable for prosecution or any claim or damage thereof.
- 11.6 Timeframe for Compliance. Should FlightSafety Close the Plant as set forth in **Section 11.1** hereof, all reimbursements provided for in said **Section 11.1** shall be made to the Authority within ninety (90) days of written request by the Authority. Should FlightSafety Close the Plant as set forth in said **Section 11.2**, conveyance of title to all buildings

and improvements as provided in **Section 11.2** hereof shall be made to the Authority by appropriate instruments of conveyance acceptable to the Authority within ninety (90) days of said written request by the Authority. Any written request by the Authority made under this Section shall be deemed to provide FlightSafety with the alternative of electing to respond under the provisions of either **Section 11.1** or **Section 11.2** hereof.

#### ARTICLE XII: RIGHT OF ACCESS AND LEASE WITH CHURCH

- 12.1 Authority's Right of Access. The Authority, the City, and their respective agents and employees may, at any reasonable time or times, with reasonable prior notice, after the Effective Date, enter upon the Leased Premises, any portion thereof and any appurtenances thereto (with men and materials if required), for the purpose of (a) inspecting the same, and (b) constructing, inspecting and installing the Infrastructure Improvements required under this Lease. In the exercise of its rights under this Section, the Authority shall use its best efforts to avoid material interference with the operation of FlightSafety's business within the Leased Premises.
- 12.2 Lease Agreement with Church. The parties acknowledge an existing lease agreement between the City and The Church of Christ of Broken Arrow, Oklahoma, attached hereto as **Exhibit C**. FlightSafety agrees to honor such lease agreement with the Church and any amendments thereto.

#### ARTICLE XIII: DELAYS

- 13.1 Delays. If the Authority or FlightSafety is delayed or prevented from performing any of their respective obligations under this Lease because of "acts of God" (ie. fire, strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions or reasons of a like nature not the fault of the party delayed in performing such obligation), then, except as otherwise specifically provided herein, the period of such delay shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delay; provided, however, that this Section shall not apply to any obligation of the Authority or FlightSafety that can be satisfied through the payment of money.

#### ARTICLE XIV: END OF TERM

- 14.1 Return of Leased Premises. Upon the expiration or sooner termination of the Term, FlightSafety shall quit and surrender to the Authority the Leased Premises in accordance with the terms of this Lease and in good order, condition and repair, ordinary wear and tear excepted. Should FlightSafety Close or fail to Open the Plant and opt to resolve its default pursuant to the terms of **Section 11.2** hereof, FlightSafety shall surrender to the Authority all keys to all improvements on the Leased Premises and inform the Authority of all combinations of locks, safes and vaults, if any, on the Leased Premises. FlightSafety, at its expense, shall promptly remove all its personal property. FlightSafety's obligation to observe or perform the covenants set forth in this Section shall survive the termination of this Lease.

- 14.2 Holding Over. If FlightSafety shall hold possession of the Leased Premises after the expiration or termination of this Lease, at the Authority's option (a) FlightSafety shall be deemed to be occupying the Leased Premises from month-to-month, and otherwise subject to all and several of the terms, covenants, and conditions of this Lease, or (b) the Authority may exercise any other remedies it has under this Lease including an action for wrongfully holding over. No extension of this Lease shall be deemed to have occurred by any holding over. *Notwithstanding* anything in this Section to the contrary, if during any such holding over period, FlightSafety is in good faith negotiating an extension of this Lease, then, in that event, so long as FlightSafety shall continue to so negotiate in Good faith, FlightSafety shall have the right to remain in possession of the Leased Premises upon the same terms and conditions that were in effect during the period immediately preceding the expiration of this Lease.

#### ARTICLE XV: COVENANT OF QUIET ENJOYMENT

- 15.1 Covenant Of Quiet Enjoyment. The Authority covenants that, if and so long as FlightSafety pays the rent and other charges provided for herein, and performs all of its obligations provided for herein, FlightSafety shall at all times during the Term hereof peaceably have, hold and enjoy the Leased Premises, without any interruption or disturbance from the Authority, the City or anyone lawfully or equitably claiming through or under the Authority.

#### ARTICLE XVI: UTILITIES

- 16.1 Utilities. FlightSafety shall be solely responsible for and promptly pay all costs and charges for all water, gas, heat, electricity, sewer, and other utilities provided or used in or at the Leased Premises.
- 16.2 Trash and Garbage. FlightSafety shall be solely responsible for and promptly pay all costs and charges for trash, garbage and construction and other debris removal from the Leased Premises.

#### ARTICLE XVII: MISCELLANEOUS

- 17.1 Entire Agreement. This Lease, including all of the **Exhibits** attached hereto, contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between them other than as herein set forth. No change or modification of this Lease or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.
- 17.2 Governing Law and Venue. It is the intent of the parties hereto that all questions with respect to the construction of this Lease and the rights and the liabilities of the parties here-

to shall be determined in accordance with the laws of the State of Oklahoma. It is also the intent of the parties that exclusive venue for any action initiated with respect to this Lease shall be in the district courts of Tulsa County, Oklahoma.

- 17.3 Successors. This Lease and all rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective legal representatives, successors and assigns of the parties.
- 17.4 Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.
- 17.5 No Waiver. No failure by either party to insist upon the strict performance of any term, covenant, agreement, provision, condition, or limitation of this Lease shall be kept, observed or performed by the other, and no failure by either party to exercise any right or remedy available hereunder in the event of a breach of any such term, covenant, agreement, provision, condition, or limitation of this Lease shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, or limitation.
- 17.6 General Rules of Construction. (a) This Lease may be executed in several counterparts and the counterparts shall constitute but one and the same instrument; (b) (i) wherever appropriate herein, the singular includes the plural and the plural includes the singular; (ii) whenever the word "including" is used herein, it shall be deemed to mean "including, but not limited to"; and (iii) the words "re-enter" and "re-entry" as used herein shall not be restricted to their technical legal meaning; (c) anything in this Lease to the contrary notwithstanding, (i) any provision hereof which permits or requires a party to take any particular action shall be deemed to permit or require, as the case may be, such party to cause such action to be taken; and (ii) any provision hereof which requires any party not to take any particular action shall be deemed to require such party to prevent such action from being taken by any person or, to the extent permitted, by operation of law.
- 17.7 Effective Date. Prior to the Effective Date, neither this Lease nor anything hereunder contained shall be legally binding on either the Authority or FlightSafety, and the submission of this Lease by one party to the other prior to such Effective Date for examination, consideration or discussion between the Authority and FlightSafety shall not create any legal obligation or liability whatsoever on either party.
- 17.8 Headings. The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such articles or sections of this Lease or in any way affect this Lease.

- 17.9 Attorney's Fees. If any action or proceeding develops hereunder, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorney's fees, costs and expenses. If either party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other party hereto, then the party who has been deemed to have violated the covenant or warranty in a final non-appealable court order shall be responsible for the reasonable costs and expenses in such action or proceeding incurred by the other party, including reasonable attorney's fees, costs and expenses.
- 17.11 Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 17.12 Modifications. This Lease cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.
- 17.13 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the full execution and delivery of this Lease, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Lease.
- 17.14 City Lease. The parties acknowledge and agree that FlightSafety's sub-leasehold estate under this Lease is in all respects subject to a certain Lease Agreement, bearing equal date herewith, by and between the City, as lessor, and the Authority, as lessee, respecting the Leased Premises.

#### ARTICLE XVIII: NOTICES AND DEMANDS

- 18.1 Notices and Demands. Any notice, demand, or other communication under this Lease shall be sufficiently given or delivered when it is either (i) deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (ii) delivered personally, (iii) sent via nationally recognized overnight courier, or (iv) sent via receipted facsimile transmission to:

A. In the case of the Authority:

Broken Arrow Economic Development Authority  
c/o Mike Lester, Chairman  
P. O. Box 610  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) \_\_\_ - \_\_\_\_

With copies to:

Beth Anne Wilkening  
City Attorney - City of Broken Arrow, Oklahoma  
P. O. Box 610  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) \_\_\_ - \_\_\_\_

*and*

Leslie Batchelor  
Center For Economic Development Law  
301 North Harvey, Suite 200  
Oklahoma City, OK 73102  
Telecopy (405) 232-5010

*and*

Samuel C. Stone  
Stone Jessup, PC  
Bond Counsel for BAEDA  
320 South Boston Avenue  
Tulsa, Oklahoma 74103  
Telecopy: (918) 583-0277

B. In the Case of FlightSafety:

FlightSafety International Inc.  
Attn: Rick Armstrong  
Vice-President, Simulation  
2700 N. Hemlock Circle  
Broken Arrow, Oklahoma 74012

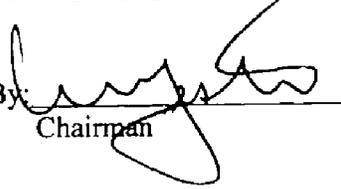
With a copy to:

FlightSafety International Inc.  
Attn: General Counsel  
Marine Air Terminal  
La Guardia Airport  
Flushing, New York 11371

DATED and effective as of the 26<sup>th</sup> day of May, 2010.

BROKEN ARROW ECONOMIC  
DEVELOPMENT AUTHORITY

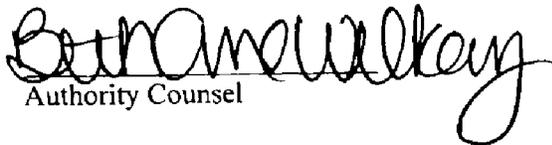
ATTEST: (Seal)

By:   
Chairman

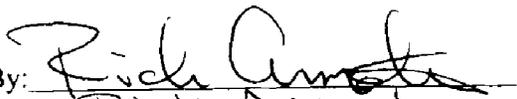
By:   
Secretary



REVIEWED for form and legality this 26<sup>th</sup> day of May, 2010.

  
Authority Counsel

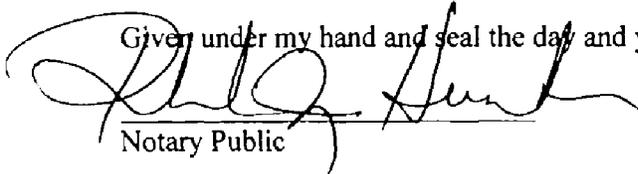
FLIGHTSAFETY INTERNATIONAL INC.

By:   
Name: Rick Armstrong  
Title: Vice President

STATE OF OKLAHOMA, )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on the 26<sup>th</sup> day of May, 2010 personally appeared Mike Lester, the Chairman of Broken Arrow Economic Development Authority, a Oklahoma public trust, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said public trust for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

  
Notary Public

My commission expires:  
My number is:



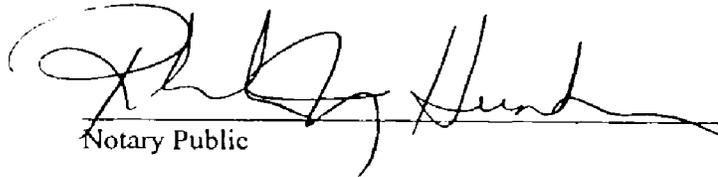
STATE OF OKLA )  
 ) ss.  
COUNTY OF TULSA )

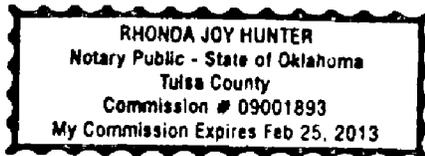
Before me, the undersigned, a Notary Public in and for said County and State, on the 26<sup>th</sup> day of May, 2010 personally appeared Rick Armstrong, the V.P. of FLIGHTSAFETY INTERNATIONAL INC., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

My commission expires:

2/25/13

  
Notary Public



**EXHIBIT "A"**

A tract of land containing 17.88 acres more or less, located in and being a part of the NE/4 of the NE/4, Section 11, T-18-N, R-14-E, of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

Commencing at the NE corner of the NE/4 of Section 11, T-18-N, R-14-E  
Thence S 88° 34' 57" W a distance of 24.75 feet  
Thence S 01° 15' 16" E a distance of 724.31 feet to the Point of Beginning:  
    Thence S 01° 15' 16" E a distance of 602.5 feet  
    Thence S 88° 52' 44" W a distance of 1292.96 feet  
    Thence N 01° 18' 54.5" W a distance of 602.5 feet  
    Thence N 88° 52' 44" E a distance of 1293.6 feet  
To the Point of Beginning

**EXHIBIT B**  
Hazardous Materials Covenants

As provided in **Section 6.6** of the Lease into which this **Exhibit B** is incorporated, FlightSafety specifically covenants with respect to Hazardous Materials as provided herein; *provided*, this **Exhibit B** may from time to time be supplemented and/or amended with the mutual agreement of the parties upon the execution and delivery of supplements and/or amendments hereto.

*[The specificity of such proposed covenant as were proposed to FlightSafety prior to its execution and delivery of the Lease shall be agreed upon by and between the Authority and FlightSafety within ninety (90) days of the Effective Date and set forth and provided as the balance of the text of this Exhibit B.]*

**THE CHURCH OF CHRIST OF BROKEN ARROW, OKLAHOMA**  
**REAL PROPERTY LEASE**

This agreement made between the City of Broken Arrow, 220 South First Street, Broken Arrow, Oklahoma, herein referred to as Lessor, and The church of Christ of Broken Arrow, Oklahoma, of 505 East Kenosha, Broken Arrow, Oklahoma, hereinafter referred to as Lessee

Lessor is a Municipal Corporation and holds title to certain real property in Broken Arrow, Oklahoma, known as Tiger Hill and presently used as a native area to the City of Broken Arrow, Tulsa County, Oklahoma.

Lessee is a nonprofit, religious corporation, with authority to contract and to hold various interests in real property and desires to lease a portion of the said property to construct a parking lot for its and the Public's use.

**LEASE PROPERTY**

Lessor leases to Lessee certain property located generally east of the Lessee's sanctuary and south of Farm Credit Services, in Broken Arrow, Tulsa County, Oklahoma, the leased property being more particularly described in Exhibit "A" attached hereto and made a part hereof

**CONSIDERATION**

In consideration of the mutual covenants contained herein, the parties agree as follows:

Lessor agrees to lease the property to the Lessee for Lessee's non-exclusive use and enjoyment for the term of this lease.

Lessee agrees to grant to Lessor a mutual access easement upon and along the Lessor's property as more particularly described in Exhibit "B" attached hereto and made a part hereof. Within thirty days of written notice and at the time the City is prepared to start construction of the Public Park described below, the Lessee shall grant to the Lessor the mutual access easement. Said mutual access easement shall be granted for the benefit of the general public. Lessee's failure to execute and deliver the mutual access easement within the thirty days to the Lessor as set out above shall constitute Lessee's material breach of this lease document and shall result in an immediate termination of this Lease at no cost to Lessor.

Lessor intends to create a Public Park in the area east of the leased property; therefore, Lessee agrees to allow ingress and egress by granting a mutual access easement to the City for the Benefit of the Public for its use, at all times, as allowed by Ordinance. The mutual access easement may restrict or limit the size and weight of trucks that may use the mutual access easement, except those vehicles necessary for the construction and maintenance of the Public Park.

Lessee agrees to locate all utility lines that may be under, over or upon the lease property at its sole expense.

**EXHIBIT C**

Lessee agrees to design, engineer, construct and maintain the parking lot at its sole expense and upon the approval of the City in accordance with all applicable City Codes.

Lessee agrees that Lessor shall retain the right to place identification signs and directional signs upon and along both the access easement and the leased property.

Under Broken Arrow's Storm Water Management Utility, a monthly utility fee for storm water has been and will continue to be assessed to the leased property because of the impervious nature of the parking lot. Lessee agrees to pay ½ of the assessed fee and Lessor shall incur the other ½ as the fee becomes due.

#### TERM OF LEASE

Lessor leases to Lessee the real property described above for a term of ninety-nine (99) years from the date of execution, with either party reserving the right to terminate said lease agreement based upon one (1) year written notice, said notice to be deposited in the U.S. Mail, postage prepaid, and directed to the addresses set forth above. Provided, however, should this lease be terminated at any time prior to the expiration, then the mutual access easement shall also terminate. Additionally, if the Lessor is the terminating party, then it may contract with the Lessee for the purchase of the improvements, i.e. the parking lot. Provided however, if this lease is terminated by the Lessor then the purchase price of the improvements made by Lessee shall be determined by the fair market value at the time of termination.

#### USE OF PREMISES

Lessee shall use the premises in question exclusively for parking purposes in compliance with all federal, state or municipal law. Lessee shall construct a parking lot on said property, in compliance with all municipal flood control ordinances and further provided that the parking lot is so constructed so that there is proper drainage. This project shall include appropriate detention areas for the runoff. All construction plans shall be approved by the City in accordance with all applicable City Codes, prior to the construction of the parking lot.

#### TRANSFERS OF LEASEHOLD OR ENCUMBERING LEASEHOLD INTEREST

This agreement is made solely for the joint and mutual benefit of Lessor and Lessee. Lessee shall not have the right to assign the interest under this lease to any person or entity and any attempt at such an assignment shall be a breach of this agreement.

Neither Lessee nor anyone claiming by, through or under Lessee shall have any right to file or place any liens of any kind or character whatsoever on the leased premises, and Lessee may not encumber the said premises in any manner.

#### INDEMNIFICATION OF LESSOR

Lessee shall indemnify Lessor against all liability arising during the lease term from injury to persons or property, occasioned wholly or in part by any act or omission of Lessee or Lessee's guests. Lessor shall only be liable to Lessee to the extent allowed by law under the Governmental Tort Claims Act, Title 51 O.S. 1991 § 151, *et seq.*, for

any and all injury, loss, damage or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from any act, omission or negligence of Lessor or its employees or agents, occurring in or about the Leased Premises and only while acting in the capacity of the Lessor. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to acts or omissions of Lessor, its employees, agents or servants.

TERMINATION AND CANCELLATION

This agreement may be terminated by mutual agreement of the Lessor and Lessee at any time prior to the expiration of the term of the lease. Any breach of the terms and conditions set forth above will constitute breach of the agreement and result in termination of the agreement without any further notice from the Lessor to the Lessee

CONSTRUCTION OF TERMS

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

In witness whereon, the parties have executed this agreement at Broken Arrow, Oklahoma on the 5<sup>th</sup> day of August 2002.

Approved as to form.

April DeWannell  
City Attorney

City of Broken Arrow, Lessor  
James Chenneth  
Mayor



The church of Christ of Broken Arrow Oklahoma  
Lessee

Jim L. Lee  
Chairman, Board of Trustees  
Or his designee FIRST VICE PRESIDENT

\_\_\_\_\_  
Clerk

STATE OF OKLAHOMA )  
 )  
COUNTY OF TULSA ) ss.

This instrument was acknowledged before me on this 30<sup>th</sup> day of July,  
2002 by Sam R. Lee as Pastor -President of the church of Christ of  
Broken Arrow, Oklahoma.

Alicia Gabew  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-19-2006  
# 02000579

EXHIBIT "A"  
LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF L. B. A. CENTER, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, SAID SOUTHWEST CORNER ALSO BEING ON THE EASTERLY LINE OF LOWREY'S ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, AND THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, THENCE SOUTH 00°41'56" WEST ALONG THE EASTERLY LINE OF SAID LOWREY'S ADDITION FOR 960 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 7 OF SAID LOWREY'S ADDITION, SAID SOUTHEAST CORNER BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 FOR 400.00 FEET; THENCE NORTH 00°41'56" EAST FOR 215.00 FEET; THENCE NORTH 89°31'07" WEST FOR 83.47 FEET; THENCE NORTH 29°25'02" WEST FOR 309.31 FEET; THENCE NORTH 00°41'56" EAST FOR 476.87 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1 OF L.B.A. CENTER; THENCE NORTH 89°31'24" WEST ALONG SAID SOUTHERLY LINE FOR 161.34 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

CONTAINING 227,002 SQUARE FEET OR 5.211 ACRES.

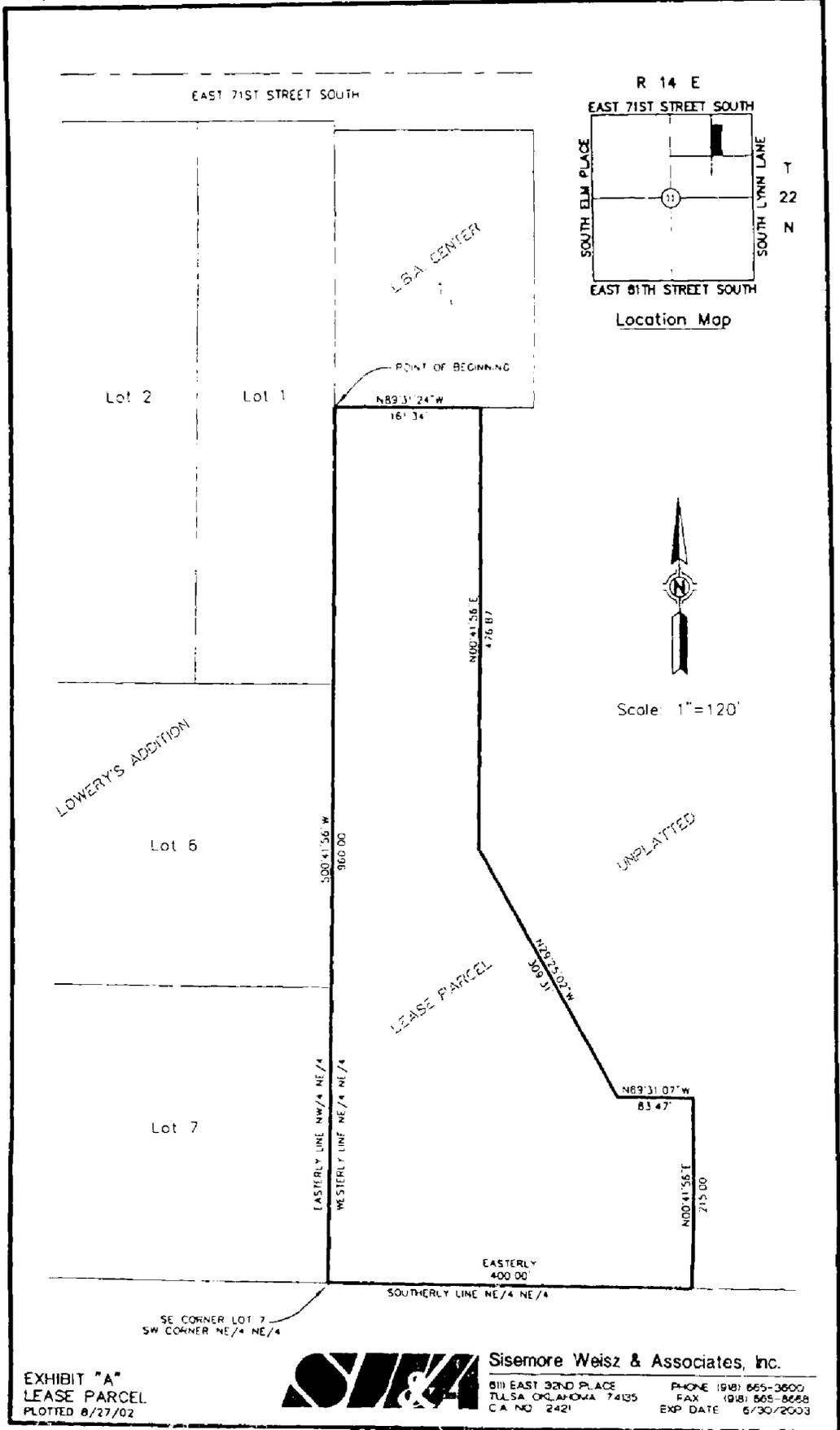
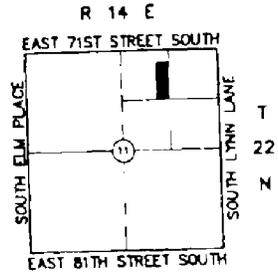


EXHIBIT "B"  
LEGAL DESCRIPTION

THE SOUTHERLY 35.00 FEET OF LOT SIX (6) OF LOWERY'S ADDITION, AN  
ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
CONTAINING 10,555 SQUARE FEET OR 0.242 ACRES



Scale: 1"=50'



Location Map

LOWERY'S ADDITION

LOT 6

S00°47'45"W  
35.00'

WESTERLY LINE LOT 6

WESTERLY LINE LOT 7

35.00'

N89°31'07"W  
301.53'

S89°31'07"E  
301.59'

SOUTHERLY LINE LOT 6  
NORTHERLY LINE LOT 7

LOT 7

EASTERLY LINE LOT 6

EASTERLY LINE LOT 7

N00°41'56"E  
35.00'

EXHIBIT "B"  
MUTUAL ACCESS EASEMENT  
PLOTTED 8/27/02



Sisemore Weisz & Associates, Inc.

5111 EAST 32ND PLACE  
TULSA, OKLAHOMA 74105  
CA. NO. 2421

PHONE 918/855-3600  
FAX 918/855-8558  
EXP. DATE 6/30/2003

## **EXHIBIT 3**

## **FIRST AMENDMENT TO SUBLEASE AGREEMENT**

This First Amendment to Sublease Agreement (the "Lease") is made effective as of this 7<sup>th</sup> day of August, 2012, by and between the Broken Arrow Economic Development Authority, an Oklahoma Public Trust, of which the City of Broken Arrow, Oklahoma, is the sole beneficiary (the "Authority") and FlightSafety International, Inc., (together with its successors and permitted assigns, "FlightSafety"), a New York Corporation.

### **WITNESSETH:**

WHEREAS, on May 26, 2010, the Authority, the City and FlightSafety entered into an Economic Development Agreement ("Agreement") and Sublease Agreement ("Sublease") whereby certain Premises were made available to FlightSafety and certain job retention incentives were paid in consideration for the retention of FlightSafety's operations within the City of Broken Arrow and construction and operation of new manufacturing and office facilities on the Subject Property; and

WHEREAS, advancement of the FlightSafety Project has resulted in the need to amend the Sublease Agreement between the Authority and Flight Safety in order to more effectively document the intent of the parties and to resolve issues necessitated by construction of the project; and

WHEREAS, several exhibits to the Sublease were not completed or approved at the time of execution and, as such, are properly addressed by this First Amendment and incorporated herein to the original Sublease; specifically, the Legal Description identified as Exhibit A to this First Amendment should replace Exhibit A to the Sublease as revisions were necessary to further refine the boundaries of the project; and the Hazardous Materials Covenants have been completed and should be added as Exhibit B to the original Agreement; and the Lease Agreement with the Church of Christ and its Amendments should replace Exhibit C to the Sublease; and

WHEREAS, Section 5.4 of the Sublease provided for Infrastructure Improvements by the Authority, and specifically allowed for the Authority's construction of a 24" waterline relocation on the Leased Premises; and

WHEREAS, the Authority did not perform a portion of the waterline relocation in the timeframe requested by FlightSafety thereby necessitating its expenditure of funds for completion of this aspect of the project; and

WHEREAS, it is necessary to amend the Sublease to allow for FlightSafety's construction of the waterline relocation; and

WHEREAS, as a result of the Authority's release of the responsibility to construct the waterline, FlightSafety is requesting payment of an additional \$135,000.00 in job retention and

economic development incentives and as additional good and valuable consideration. FlightSafety has agreed to add an additional 5 full-time equivalent jobs; and

WHEREAS, amendment of the Sublease will advance the goals of the City and the Authority to retain and expand employment, attract private investment, enhance the tax base of the City of Broken Arrow, stimulate economic growth and improve the quality of life in the City, strengthen the community and permit the City to expand the type and scope of its services, including enhancing public improvements, and expand the provision of police and fire protection therein; and

WHEREAS, both the City and the Authority deem it appropriate to approve the execution and delivery of this First Amendment to Sublease in providing for the implementation of the Project and determine such actions are in the best interest of the City and the health, safety, and welfare of the City and residents within and near the City.

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the original Sublease, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following Amendments:

#### **ARTICLE A EXHIBITS AND SCHEDULES**

A.1 Legal Description of the Premises. Revisions to the Legal Description of the premises were necessary to further refine the boundaries of the Project. The parties agree that the attachment identified herein as Exhibit A, shall replace the previous Exhibit A identified in the Lease.

A.2 Hazardous Materials Covenants. The Sublease was approved by the Authority and FlightSafety with the understanding that Hazardous Materials Covenants would be attached as Exhibit B. The parties agree that the attachment identified herein as Exhibit B, shall constitute the Exhibit B identified in the Lease.

A.3 Lease Agreement with Church. The parties acknowledged an existing Lease Agreement between the City and the Church of Christ of Broken Arrow, Oklahoma, which is attached herein as Exhibit C and shall constitute the Exhibit C identified in the Sublease.

#### **ARTICLE B AMENDMENTS TO SUBLEASE**

B.1 Amendment to Section 5.4 of the Sublease. Section 5.4, Infrastructure Improvements, shall be amended the read as follows:

The Authority shall provide, or cause to be provided, certain infrastructure improvements on and around the Leased Premises. Infrastructure improvements shall include:

1. Traffic Control Improvements: All traffic control improvements deemed reasonably necessary to protect the health and safety of citizens as determined by independent traffic impact analysis.
2. Public Roads: The improvement of the access points from Lynn Lane (9th Street) onto the Lease Premises and to include two (2) lanes of traffic in each direction and a dedicated single turn lane.

B.2 Amendment to Section 6.6 of the Sublease. Section 6.6, Hazardous Materials, shall be amended to read as follows:

FlightSafety shall comply, and cause all other persons on or occupying the Leased Premises to comply, with all laws relating to Hazardous Materials and the Hazardous Substances. FlightSafety shall not install, use, generate, manufacture, store, treat, release or dispose of, nor permit the installation, use, generation, storage, treatment, release or disposal of, hazardous materials on, under or about the Lease Premises, except for materials used in the ordinary course of maintenance and operation (and in compliance with all laws) of FlightSafety's business. FlightSafety shall indemnify and hold harmless the Authority, the City, and their respective trustees, officers, directors, partners, employees, and duly authorized agents from and against any and all claims, actions, damages, liability, costs and expense, including reasonable attorney's fees that arise from any Hazardous Materials and Hazardous Substances following the effective date of this Lease. The Hazardous Materials Covenants attached hereto as Exhibit B are made a part thereof.

B.3 Amendment to Section 12.2 of the Sublease. Section 12.2, Lease Agreement with Church, shall be amended to read as follows:

The parties acknowledge an existing lease agreement, and one amendment, between the City and the Church of Christ of Broken Arrow, Oklahoma, attached hereto as Exhibit C. FlightSafety agrees to honor such Lease Agreement with the Church and any additional amendments thereto.

B.4 Amendment to Section 18.1 of the Sublease. Section 18.1, Notices and Demands, shall be amended to read as follows:

Notices and Demands. Any notice, demand, or other communication under this Lease shall be sufficiently given or delivered when it is either (i) deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (ii) delivered personally, (iii) sent via nationally recognized overnight courier, or (iv) sent via receipted facsimile transmission to:

A. In the case of the City:

David L. Wooden, City Manager  
The City of Broken Arrow  
P. O. Box 610  
220 South First  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) 259-8226

B. In the case of the Authority:

Broken Arrow Economic Development Authority  
c/o Mike Lester, Chairman  
P. O. Box 610  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) 259-8226

With copies to:

Beth Anne Wilkening  
City Attorney  
City of Broken Arrow, Oklahoma  
P. O. Box 610  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) 259-8218

*and*

Leslie Batchelor  
Center For Economic Development Law  
301 North Harvey, Suite 200  
Oklahoma City, OK 73102  
Telecopy (405) 232-5010

*and*

Samuel C. Stone  
Stone Jessup, PC  
Bond Counsel for BAEDA  
320 South Boston Avenue  
Tulsa, Oklahoma 74103  
Telecopy: (918) 583-0277

B. In the Case of FlightSafety:

FlightSafety International Inc.  
Attn: Rick Armstrong  
Vice-President, Simulation  
2700 N. Hemlock Circle  
Broken Arrow, Oklahoma 74012

With a copy to:

FlightSafety International Inc.  
Attn: General Counsel  
Marine Air Terminal  
La Guardia Airport  
Flushing, New York 11371

IN WITNESS WHEREOF, the each of the parties has caused this First Amendment to Sublease Agreement to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date first above written.

THE CITY OF BROKEN ARROW,  
a municipal corporation

ATTEST: (S E A L)

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

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

Reviewed as to form and legality this \_\_\_\_ day of August, 2012.

\_\_\_\_\_  
Municipal Counselor

BROKEN ARROW ECONOMIC  
DEVELOPMENT AUTHORITY,  
an Oklahoma public trust

ATTEST: (S E A L)

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

FLIGHTSAFETY INTERNATIONAL INC.

By: \_\_\_\_\_  
Name: Rick Armstrong  
Title: Vice-President

**EXHIBIT A**  
**(Legal Description)**

**EXHIBIT "A"**

PROPERTY DESCRIPTION  
FLIGHT SAFETY (NORTH)

A TRACT OF LAND IN THE NE 4 OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST, THENCE S 01°14'46" E ALONG THE EAST LINE OF SAID NE 4 A DISTANCE OF 478.17 FEET, THENCE S 88°45'07" W A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, THENCE S 01°14'46" E A DISTANCE OF 842.97 FEET, THENCE S 88°34'46" W A DISTANCE OF 1257.66 FEET, THENCE N 01°18'33" W A DISTANCE OF 961.30 FEET, THENCE N 88°36'47" E A DISTANCE OF 222.36 FEET, THENCE N 01°23'53" W A DISTANCE OF 300.07 FEET, THENCE N 88°35'39" E A DISTANCE OF 174.98 FEET, THENCE S 01°22'19" E A DISTANCE OF 190.72 FEET, THENCE S 22°17'58" W A DISTANCE OF 166.72 FEET, THENCE S 19°07'59" W A DISTANCE OF 208.40 FEET, THENCE S 09°49'50" E A DISTANCE OF 19.22 FEET, THENCE N 86°46'55" E A DISTANCE OF 264.69 FEET, THENCE S 68°02'00" E A DISTANCE OF 367.51 FEET, THENCE N 39°31'54" E A DISTANCE OF 215.94 FEET, THENCE N 01°22'19" W A DISTANCE OF 114.53 FEET, THENCE N 88°45'07" E A DISTANCE OF 254.95 FEET TO THE POINT OF BEGINNING, CONTAINING 1019163.54 SQUARE FEET OR 24.397 ACRES, MORE OR LESS.



**PROJECT INFORMATION**

PROJECT NO. 10000 S. 100th St. PAVING IMPROVEMENTS

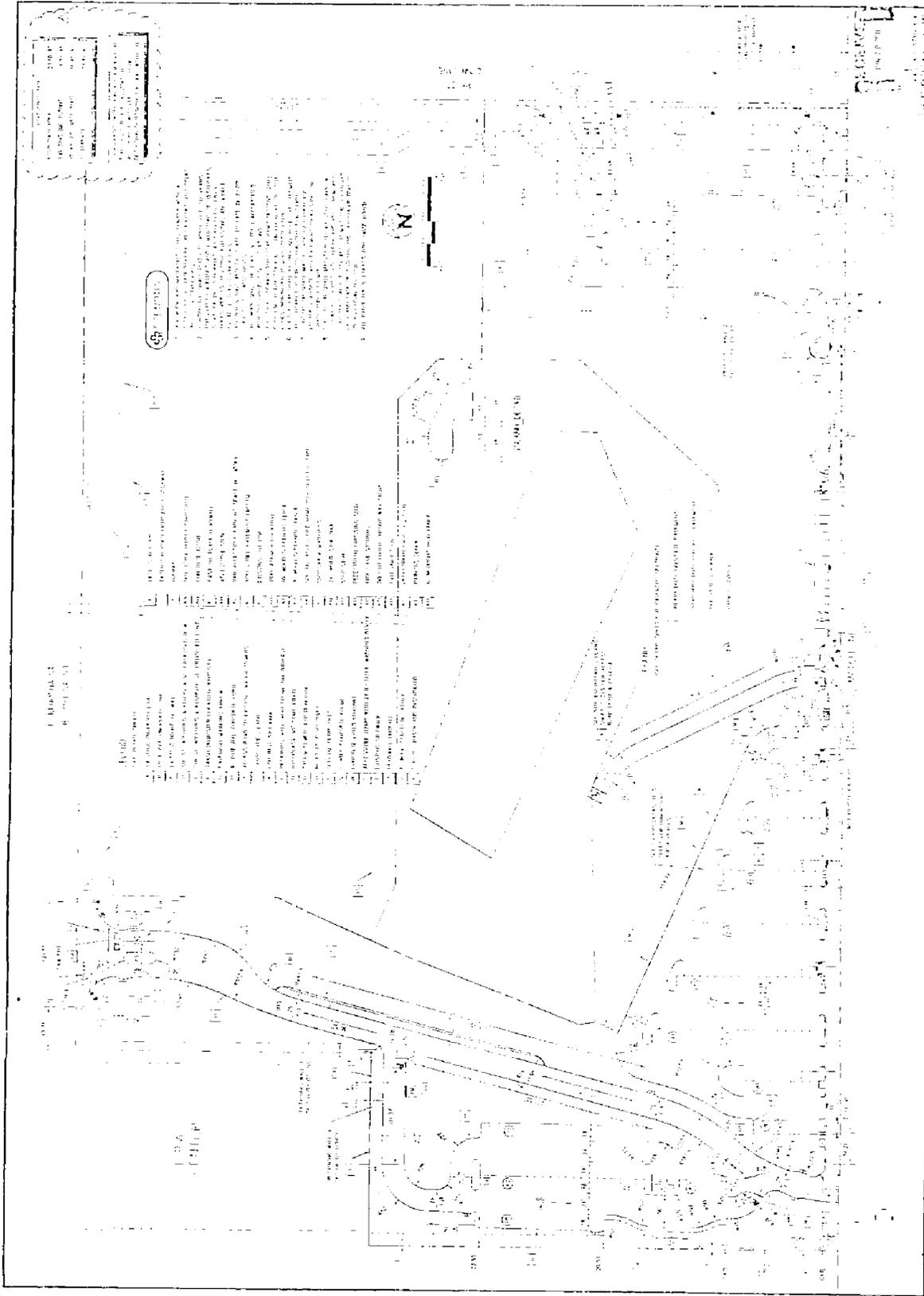
DATE: 10/15/2010

SCALE: AS SHOWN

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]



**NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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**LEGEND**

- 1. 1" = 10' (SCALE)
- 2. 1" = 10' (SCALE)
- 3. 1" = 10' (SCALE)
- 4. 1" = 10' (SCALE)
- 5. 1" = 10' (SCALE)
- 6. 1" = 10' (SCALE)
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- 8. 1" = 10' (SCALE)
- 9. 1" = 10' (SCALE)
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1" = 10'

**1. DRAINAGE**

1. ALL DRAINAGE IS TO BE TO THE SOUTH.
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**2. PAVING**

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9. ALL PAVING IS TO BE TO THE SOUTH.
10. ALL PAVING IS TO BE TO THE SOUTH.

**3. UTILITIES**

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3. ALL UTILITIES ARE TO BE TO THE SOUTH.
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10. ALL UTILITIES ARE TO BE TO THE SOUTH.

1" = 10'

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**4. UTILITIES**

1. ALL UTILITIES ARE TO BE TO THE SOUTH.
2. ALL UTILITIES ARE TO BE TO THE SOUTH.
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9. ALL UTILITIES ARE TO BE TO THE SOUTH.
10. ALL UTILITIES ARE TO BE TO THE SOUTH.

**5. UTILITIES**

1. ALL UTILITIES ARE TO BE TO THE SOUTH.
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**6. UTILITIES**

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**EXHIBIT B**  
**(Hazardous Materials Covenants)**

**EXHIBIT C**  
**(Church Lease)**

**THE CHURCH OF CHRIST OF BROKEN ARROW, OKLAHOMA**  
**REAL PROPERTY LEASE**

This agreement made between the City of Broken Arrow, 220 South First Street, Broken Arrow, Oklahoma, herein referred to as Lessor, and The church of Christ of Broken Arrow, Oklahoma, of 505 East Kenosha, Broken Arrow, Oklahoma, hereinafter referred to as Lessee

Lessor is a Municipal Corporation and holds title to certain real property in Broken Arrow, Oklahoma, known as Tiger Hill and presently used as a native area to the City of Broken Arrow, Tulsa County, Oklahoma

Lessee is a nonprofit, religious corporation, with authority to contract and to hold various interests in real property and desires to lease a portion of the said property to construct a parking lot for its and the Public's use

**LEASE PROPERTY**

Lessor leases to Lessee certain property located generally east of the Lessee's sanctuary and south of Farm Credit Services, in Broken Arrow, Tulsa County, Oklahoma, the leased property being more particularly described in Exhibit "A" attached hereto and made a part hereof

**CONSIDERATION**

In consideration of the mutual covenants contained herein, the parties agree as follows:

Lessor agrees to lease the property to the Lessee for Lessee's non-exclusive use and enjoyment for the term of this lease

Lessee agrees to grant to Lessor a mutual access easement upon and along the Lessor's property as more particularly described in Exhibit "B" attached hereto and made a part hereof. Within thirty days of written notice and at the time the City is prepared to start construction of the Public Park described below, the Lessee shall grant to the Lessor the mutual access easement. Said mutual access easement shall be granted for the benefit of the general public. Lessee's failure to execute and deliver the mutual access easement within the thirty days to the Lessor as set out above shall constitute Lessee's material breach of this lease document and shall result in an immediate termination of this Lease at no cost to Lessor

Lessor intends to create a Public Park in the area east of the leased property; therefore, Lessee agrees to allow ingress and egress by granting a mutual access easement to the City for the Benefit of the Public for its use, at all times, as allowed by Ordinance. The mutual access easement may restrict or limit the size and weight of trucks that may use the mutual access easement, except those vehicles necessary for the construction and maintenance of the Public Park.

Lessee agrees to locate all utility lines that may be under, over or upon the lease property at its sole expense.

**EXHIBIT C**

Lessee agrees to design, engineer, construct and maintain the parking lot at its sole expense and upon the approval of the City in accordance with all applicable City Codes.

Lessee agrees that Lessor shall retain the right to place identification signs and directional signs upon and along both the access easement and the leased property.

Under Broken Arrow's Storm Water Management Utility, a monthly utility fee for storm water has been and will continue to be assessed to the leased property because of the impervious nature of the parking lot. Lessee agrees to pay  $\frac{1}{2}$  of the assessed fee and Lessor shall incur the other  $\frac{1}{2}$  as the fee becomes due.

#### TERM OF LEASE

Lessor leases to Lessee the real property described above for a term of ninety-nine (99) years from the date of execution, with either party reserving the right to terminate said lease agreement based upon one (1) year written notice, said notice to be deposited in the U.S. Mail, postage prepaid, and directed to the addresses set forth above. Provided, however, should this lease be terminated at any time prior to the expiration, then the mutual access easement shall also terminate. Additionally, if the Lessor is the terminating party, then it may contract with the Lessee for the purchase of the improvements, i.e. the parking lot. Provided however, if this lease is terminated by the Lessor then the purchase price of the improvements made by Lessee shall be determined by the fair market value at the time of termination.

#### USE OF PREMISES

Lessee shall use the premises in question exclusively for parking purposes in compliance with all federal, state or municipal law. Lessee shall construct a parking lot on said property, in compliance with all municipal flood control ordinances and further provided that the parking lot is so constructed so that there is proper drainage. This project shall include appropriate detention areas for the runoff. All construction plans shall be approved by the City in accordance with all applicable City Codes, prior to the construction of the parking lot.

#### TRANSFERS OF LEASEHOLD OR ENCUMBERING LEASEHOLD INTEREST

This agreement is made solely for the joint and mutual benefit of Lessor and Lessee. Lessee shall not have the right to assign the interest under this lease to any person or entity and any attempt at such an assignment shall be a breach of this agreement.

Neither Lessee nor anyone claiming by, through or under Lessee shall have any right to file or place any liens of any kind or character whatsoever on the leased premises, and Lessee may not encumber the said premises in any manner.

#### INDEMNIFICATION OF LESSOR

Lessee shall indemnify Lessor against all liability arising during the lease term from injury to persons or property, occasioned wholly or in part by any act or omission of Lessee or Lessee's guests. Lessor shall only be liable to Lessee to the extent allowed by law under the Governmental Tort Claims Act, Title 51 O.S. 1991 § 151, et seq., for

any and all injury, loss, damage or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from any act, omission or negligence of Lessor or its employees or agents, occurring in or about the Leased Premises and only while acting in the capacity of the Lessor. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to acts or omissions of Lessor, its employees, agents or servants.

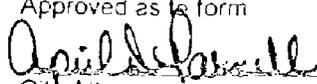
#### TERMINATION AND CANCELLATION

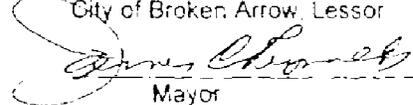
This agreement may be terminated by mutual agreement of the Lessor and Lessee at any time prior to the expiration of the term of the lease. Any breach of the terms and conditions set forth above will constitute breach of the agreement and result in termination of the agreement without any further notice from the Lessor to the Lessee.

#### CONSTRUCTION OF TERMS

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

In witness whereon, the parties have executed this agreement at Broken Arrow, Oklahoma on the 5<sup>th</sup> day of August 2002.

Approved as to form  
  
City Attorney

City of Broken Arrow, Lessor  
  
Mayor



\_\_\_\_\_  
The church of Christ of Broken Arrow Oklahoma  
Lessee

  
Chairman, Board of Trustees  
Or his designee: *FIRST VICE PRESIDENT*

\_\_\_\_\_  
Clerk

STATE OF OKLAHOMA    )  
                                  )    ss.  
COUNTY OF TULSA    )

This instrument was acknowledged before me on this 30<sup>th</sup> day of July,  
2002 by James D. Lee as P. Lee - President of the church of Christ of  
Broken Arrow, Oklahoma.

Alma Gohari  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-19-2006  
# 02000579

EXHIBIT "A"  
LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF L. B. A. CENTER, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, SAID SOUTHWEST CORNER ALSO BEING ON THE EASTERLY LINE OF LOWREY'S ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, AND THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, THENCE SOUTH  $00^{\circ}41'56''$  WEST ALONG THE EASTERLY LINE OF SAID LOWREY'S ADDITION FOR 969 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 7 OF SAID LOWREY'S ADDITION, SAID SOUTHEAST CORNER BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 FOR 400.00 FEET, THENCE NORTH  $00^{\circ}41'56''$  EAST FOR 215.00 FEET; THENCE NORTH  $89^{\circ}31'07''$  WEST FOR 83.47 FEET, THENCE NORTH  $29^{\circ}25'02''$  WEST FOR 309.31 FEET, THENCE NORTH  $00^{\circ}41'56''$  EAST FOR 476.87 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1 OF L.B.A. CENTER; THENCE NORTH  $89^{\circ}31'24''$  WEST ALONG SAID SOUTHERLY LINE FOR 161.34 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

CONTAINING 227,002 SQUARE FEET OR 5.211 ACRES.



EXHIBIT "B"  
LEGAL DESCRIPTION

THE SOUTHERLY 35.00 FEET OF LOT SIX (6) OF LOWERY'S ADDITION, AN  
ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA  
CONTAINING 10,555 SQUARE FEET OR 0.240 ACRES.



Scale 1"=50'



Location Map

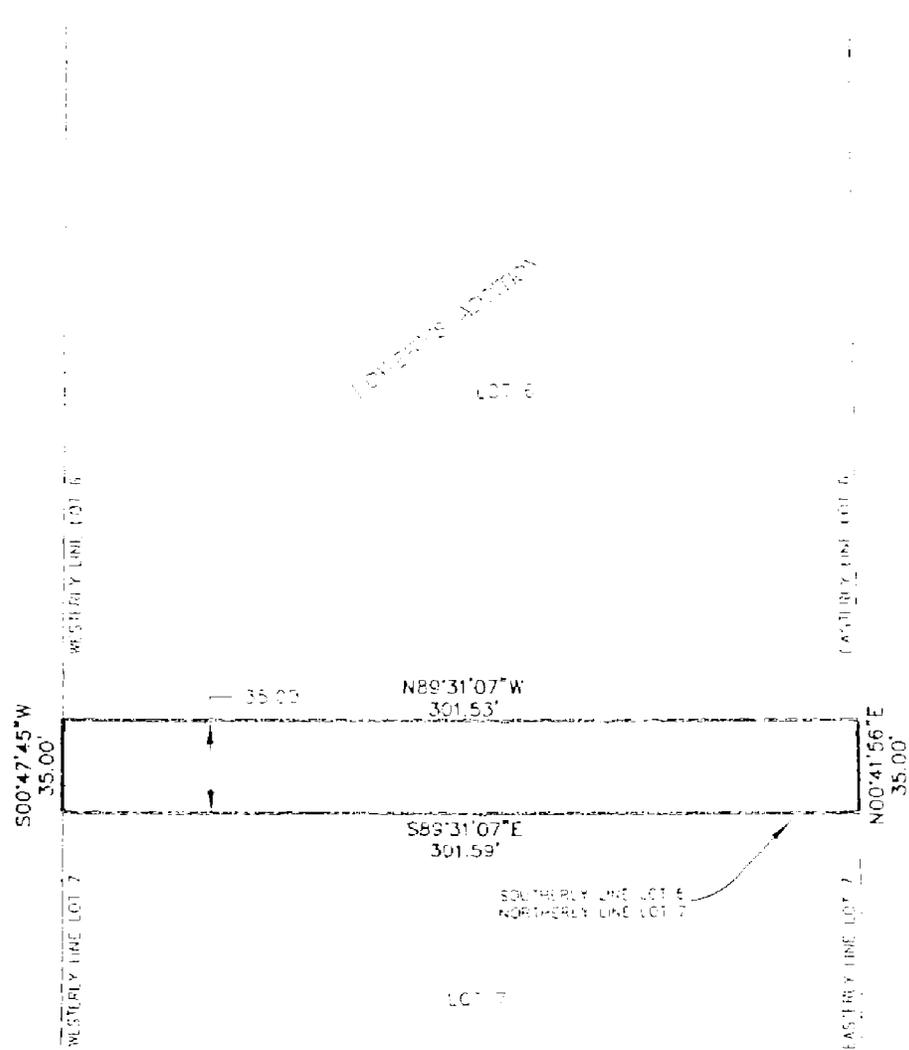


EXHIBIT "B"  
 MUTUAL ACCESS EASEMENT  
 PLOTTED 8/27/02

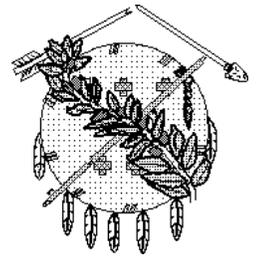


Sisemore Weisz & Associates, Inc.

611 EAST 32ND PLACE  
 TULSA, OKLAHOMA 74125  
 O.A. NO. 242

PHONE (918) 485-3600  
 FAX (918) 485-8500  
 EXP. DATE 6/30/2003

**Broken Arrow City Council  
Meeting of: 08-07-2012**



**To: Mayor and City Council**  
**From: Office of the City Attorney**  
**Subject: Approval and authorization to execute a First Amendment to a Lease Agreement between the City of Broken Arrow and the Broken Arrow Economic Development Authority. The Lease Agreement being amended was executed on May 26, 2010, pursuant to Broken Arrow Resolution Numbers 650 and 651.**

**Background:** On February 16, 2010, the Broken Arrow City Council approved a Memorandum of Understanding with FlightSafety International, Inc. In the MOU, FlightSafety agreed to relocate its existing Plant and Operations Center from its current location on North Hemlock Circle to another area within the City of Broken Arrow. Retention of FlightSafety within the City limits was very important to the community as a whole. In 2008, FlightSafety employed 687 employees with a payroll of \$41 million. It is anticipated that relocation will allow FlightSafety to expand thereby increasing both the number of employees and annual payroll.

To incentivize FlightSafety to remain in Broken Arrow, the Council agreed to provide for the lease of approximately 17 acres of real property located on the southwest Corner of Kenosha and Lynn Lane, on an area commonly known as Tiger Hill. The City agreed to provide a 99-year lease for the sum of \$1.00 per year. The City also agreed to pay FlightSafety the sum of \$6,280,300.00 to retain high paying, professional jobs within the City. These funds will come from implementation of a Tax Increment Financing District which will capture both property taxes and new sales taxes over the square mile bounded by Kenosha, Elm Place, Houston and Lynn Lane.

On May 26, 2010, the Broken Arrow Economic Development Authority approved Resolution No. 651 which provided for execution of an Economic Development Agreement. This Agreement encompasses the major components set forth above in addition to requiring the Authority to cause the construction of certain infrastructural improvements in an amount not to exceed \$332,500.00. The Agreement requires FlightSafety to construct a manufacturing and office facility that is approximately 340,000 square feet and to make a minimum \$20 million investment in overall development of this area.

Resolution Nos. 650 and 651 also approved a Lease Agreement between the City of Broken Arrow and the Broken Arrow Economic Development Authority for the land where the facility was to be located. Resolution No. 651 also approved a Sublease of the land between the Broken Arrow Economic Development Authority and FlightSafety International, Inc.

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**Broken Arrow City Council**

**Meeting of: 08-07-2012**

**Subject: Approval and authorization to execute a First Amendment to a Lease Agreement between the City of Broken Arrow and the Broken Arrow Economic Development Authority. The Lease Agreement being amended was executed on May 26, 2010, pursuant to Broken Arrow Resolution Numbers 650 and 651.**

The attached First Amendment to the Economic Development Agreement resolves issues necessitated by the construction of the project. Several exhibits were not completed or approved and are now incorporated into this First Amendment. Also, Section 3.4 of the 2010 Economic Development Agreement provided for a 24” waterline relocation on the Leased Premises to be completed by the Authority. Instead, FlightSafety completed the waterline relocation, and the First Amendment provides that FlightSafety be reimbursed for this improvement by the payment of \$135,000.00 by the Authority. As additional consideration for this payment, FlightSafety is agreeing to increase the number of full-time equivalent employees and equivalent contract employees contained in the 2010 Agreement Section 4.6.C by an additional five (5) full-time employees.

The attached First Amendment to the Lease and First Amendment to Sublease Agreement more effectively document the intent of the parties and resolve issues necessitated by construction of the project. The First Amendment to both the Lease and Sublease allow for the Authority’s release of the responsibility to construct the 24” waterline, the payment of \$135,000.00 by the Authority to FlightSafety, and the agreement by FlightSafety to add five full-time equivalent jobs. The amendment of the Lease also corrects typographical errors in Section 5.3 and further clarifies the intent of the parties with regard to Hazardous Materials. The First Amendment to the Sublease further refines the boundaries of the project, completes the Hazardous Materials Covenants, and adds the Church of Christ Lease Agreement as an exhibit.

**Cost: \$135,000.00**

**Prepared By: Lesli Myers, Deputy City Attorney**

**Reviewed By: Finance Department**

**Approved By: Russell Gale, Acting City Manager**

**Attachments: First Amendment to Lease Agreement**

**Recommendation: Approve and authorize the execution of the First Amendment to Lease Agreement**

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

## **FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement (the "Lease") is made effective as of this 7<sup>th</sup> day of August, 2012, by and between The City of Broken Arrow, a Municipal Corporation (the "City"), as Lessor, and the Broken Arrow Economic Development Authority, A Public Trust of which the City is the Sole Beneficiary, together with its successors (the "Authority"), as Lessee.

### **WITNESSETH:**

WHEREAS, on May 26, 2010, the Authority, the City and FlightSafety entered into an Economic Development Agreement ("Agreement") whereby certain Premises were made available to FlightSafety and certain job retention incentives were paid in consideration for the retention of FlightSafety's operations within the City and construction and operation of new manufacturing and office facilities on the Subject Property; and

WHEREAS, advancement of the Project has resulted in the need to amend the Lease Agreement between the Authority and the City in order to more effectively document the intent of the parties and to resolve issues necessitated by construction of the project; and

WHEREAS, the Legal Description identified as Exhibit A to this Amendment should replace Exhibit A to the Lease as revisions were necessary to further refine the boundaries of the project; and

WHEREAS, Section 5.4 of the Lease provided for Site Preparation and Improvements by the Authority, and specifically allowed for the Authority's construction of a 24" waterline relocation on the Leased Premises; and

WHEREAS, the Authority did not perform a portion of the waterline relocation in the timeframe requested by FlightSafety thereby necessitating its expenditure of funds for completion of this aspect of the project; and

WHEREAS, as a result of the Authority's release of the responsibility to construct the waterline, FlightSafety is requesting payment of an additional \$135,000.00 in job retention and economic development incentives and as additional good and valuable consideration, FlightSafety has agreed to an additional five full-time equivalent jobs; and

WHEREAS, it is necessary to amend the Lease to allow for FlightSafety's construction of the waterline relocation; and

WHEREAS, it is further necessary to amend the Lease to correct typographical errors in Section 5.3 and to further clarify the intent of the parties with regard to Hazardous Materials; and

WHEREAS, amendment of the Lease will advance the goals of the City and the Authority to retain and expand employment, attract private investment, enhance the tax base of the City of Broken Arrow, stimulate economic growth and improve the quality of life in the City, strengthen the community and permit the City to expand the type and scope of its services,

including enhancing public improvements, and expand the provision of police and fire protection therein; and

WHEREAS, both the City and the Authority deem it appropriate to approve the execution and delivery of this First Amendment to Lease in providing for the implementation of the Project and determine such actions are in the best interest of the City and the health, safety, and welfare of the City and residents within and near the City.

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

## **ARTICLE A EXHIBITS AND SCHEUDLES**

A.1 Legal Description of the Premises. Revisions to the Legal Description of the premises were necessary to further refine the boundaries of the FlightSafety Project. The parties agree that the attachment identified herein as Exhibit A, shall replace the previous Exhibit A identified in the Lease.

## **ARTICLE B AMENDMENTS TO LEASE**

B.1 Amendment to Section 5.3 of the Lease. Section 5.3, Liens, shall be amended to read as follows:

Liens. Neither the Plant, nor the Premises shall at any time be subject to liens for improvements made by or on behalf of the Authority or FlightSafety. The Sublease requires FlightSafety, if requested, to deliver to the Authority partial and final lien waivers from all contractors and subcontractors who supplied labor and/or materials to or for FlightSafety in connection with the completion of FlightSafety's work under the Sublease, subject to the condition that nothing contained in the Sublease shall be construed as consent on the part of the Authority to subject the Authority's estate in the Premises hereunder or the Plant to any lien or liability under applicable law. The Sublease requires that in the event any mechanic's, materialman's or other lien or any notice of claim, including without limitation, a stop notice (collectively, a "Lien") is filed against the Premises or the Plant as a result of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished to or for the benefit of FlightSafety, that FlightSafety shall at its expense cause the Lien to be discharged of record or fully bonded within thirty (30) days or as soon as practicable after notice of the filing thereof, and further that it shall be FlightSafety's continuing obligation to keep and maintain the Premises free from any and all Liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of FlightSafety in connection with its sublease occupancy and use of the Premises. The parties hereby expressly adopt such covenants

herein and the City hereby consents to such undertakings under the Sublease as being for the benefit of the City and the Authority under this Lease.

B.2 Amendment to Section 5.4 of the Lease. Section 5.4, Infrastructure Improvements, shall be amended to read as follows:

The Authority shall provide, or cause to be provided, certain infrastructure improvements (as defined in the Development Lease and any Amendments on and around the Premises). Infrastructure improvements shall include:

- A. Traffic Control Improvements: All traffic control improvements deemed reasonably necessary to protect the health and safety of citizens as determined by independent traffic impact analysis; and
- B. Public Roads: The improvement of the access points from Lynn Lane (9th Street) onto the Premises, and to include two (2) lanes of traffic in each direction and a dedicated turn lane.

B.3 Amendment to Section 6.6 of the Lease. Section 6.6, Hazardous Materials, shall be amended to read as follows:

Hazardous Materials. Under the terms of the Sublease, FlightSafety is generally required to comply, and cause all other persons on or occupying the Premises to comply, with all laws relating to Hazardous Materials and the Hazardous Substances; agrees not to install, use, generate, manufacture, store, treat, release or dispose of, nor permit the installation, use, generation, storage, treatment, release or disposal of, Hazardous Materials on, under or about the Premises except for materials used in the ordinary course of maintenance and operation (and in compliance with all laws) of FlightSafety's business; and further agrees to indemnify and hold harmless the Authority, the City and the respective trustees, officers, directors, partners, employees, and duly authorized agents from and against any and all claims, actions, damages, liability, costs and expense, including reasonable attorney's fees that may arise from any Hazardous Materials and Hazardous Substances following the effective date of this Lease. Hazardous Materials Covenants are attached to the Sublease as Exhibit "B" thereto. The parties hereby expressly adopt such general and future and specific covenants herein and the City hereby consents to such undertakings under the Sublease as being for the benefit of the City and the Authority under this Lease.

B.4 Amendment to Section 18.1 of the Lease. Section 18.1, Notices and Demands, shall be amended to read as follows:

Notices and Demands. Any notice, demand, or other communication under this Lease shall be sufficiently given or delivered when it is either (i) deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (ii) delivered personally, (iii) sent via nationally recognized overnight courier, or (iv) sent via receipted facsimile transmission to:

A. In the case of the City:

David L. Wooden, City Manager  
The City of Broken Arrow  
P. O. Box 610  
220 South First  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) 259-8226

B. In the case of the Authority:

Broken Arrow Economic Development Authority  
c/o Mike Lester, Chairman  
P. O. Box 610  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) 259-8226

With copies to:

Beth Anne Wilkening  
City Attorney  
City of Broken Arrow, Oklahoma  
P. O. Box 610  
Broken Arrow, Oklahoma 74012  
Telecopy: (918) 259-8218

*and*

Leslie Batchelor  
Center For Economic Development Law  
301 North Harvey, Suite 200  
Oklahoma City, OK 73102  
Telecopy (405) 232-5010

*and*

Samuel C. Stone  
Stone Jessup, PC  
Bond Counsel for BAEDA  
320 South Boston Avenue  
Tulsa, Oklahoma 74103  
Telecopy: (918) 583-0277

IN WITNESS WHEREOF, the each of the parties has caused this First Amendment to Lease Agreement to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date first above written.

THE CITY OF BROKEN ARROW,  
a municipal corporation

ATTEST: (S E A L)

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

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

Reviewed as to form and legality this \_\_\_\_\_ day of August, 2012.

  
\_\_\_\_\_  
Municipal Counselor

BROKEN ARROW ECONOMIC  
DEVELOPMENT AUTHORITY,  
an Oklahoma public trust

ATTEST: (S E A L)

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

**EXHIBIT A**  
**(Legal Description)**

PROPERTY DESCRIPTION  
FLIGHT SAFETY ( NORTH )

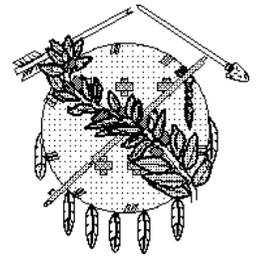
A TRACT OF LAND IN THE NE 4 OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14 EAST, THENCE S 01°14'46" E ALONG THE EAST LINE OF SAID NE 4 A DISTANCE OF 478.17 FEET, THENCE S 88°45'07" W A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, THENCE S 01°14'46" E A DISTANCE OF 842.97 FEET, THENCE S 88°34'46" W A DISTANCE OF 1257.66 FEET, THENCE N 01°18'33" W A DISTANCE OF 961.30 FEET, THENCE N 88°36'47" E A DISTANCE OF 222.36 FEET, THENCE N 01°23'53" W A DISTANCE OF 300.07 FEET, THENCE N 88°35'39" E A DISTANCE OF 174.98 FEET, THENCE S 01°22'19" E A DISTANCE OF 190.72 FEET, THENCE S 22°17'38" W A DISTANCE OF 166.72 FEET, THENCE S 19°07'59" W A DISTANCE OF 208.40 FEET, THENCE S 09°49'50" E A DISTANCE OF 19.22 FEET, THENCE N 86°46'55" E A DISTANCE OF 264.69 FEET, THENCE S 68°02'00" E A DISTANCE OF 367.51 FEET, THENCE N 39°31'54" E A DISTANCE OF 215.94 FEET, THENCE N 01°22'19" W A DISTANCE OF 114.53 FEET, THENCE N 88°45'07" E A DISTANCE OF 254.95 FEET TO THE POINT OF BEGINNING, CONTAINING 1019163.54 SQUARE FEET OR 24.397 ACRES, MORE OR LESS.



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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To: Mayor and City Council**  
**From: Office of the Department of Engineering and Construction**  
**Subject: Consideration of bids received, award of the lowest and best bid to Helterbrand Builders, LLC, and authorization to execute a construction contract with Helterbrand Builders, LLC, for the Public Safety Complex**

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**Background:** The Public Safety Complex project is a renovation of the former Armed Forces Reserve Center, which was deeded to the City by the Department of Defense in October 2011, with the provision that it be used for public safety purposes. Renovation of the facility was included in the 2011 Public Safety General Obligation Bond. The facility is to be used for Police and Fire Department offices, including an Emergency Operations Center and 911 Call Center. Renovations to the 53,000-square-foot main building include a new HVAC system, new roof, and a new 6,300-square-foot entry lobby and classroom/meeting rooms. Some walls will be removed to provide more usable spaces, but most load-bearing walls will remain in place. Windows and doors will be refurbished and the building exterior and interior will be repainted. The smaller maintenance building will not be renovated under this contract, but space heaters will be provided to keep plumbing from freezing. Exterior landscaping and additional parking on the east side will be provided.

The loose furniture and equipment left behind by the reservists has been problematic. The Police and Fire Departments have removed all of the items that they can use, leaving a number of desks (both classroom and office), cubicles, chairs, and miscellaneous office fixtures. General Services Department has attempted to obtain bids on these items from used furniture dealers and salvage operators, with no success. The removal and salvage of the furnishings was included in the bid package as an add/deduct item in an attempt to obtain either a credit or a low cost for removal. Two of the bidders bid credits (negative costs), three bid zero cost, and six bid added cost. The low bidder bid a \$9,000 added cost. A separate item to declare the furniture surplus and authorize disposal is on the Consent Agenda, as of the date of this meeting.

As part of the project, a Traffic Impact Study (TIS) was initiated of the 9<sup>th</sup> Street eastbound off-ramp of the Broken Arrow Expressway to determine if an alternate route through or adjacent to the Public Safety Complex to Lansing Street would improve traffic flow. The conclusion of the study was that the alternate route would not improve the traffic flow, and that significant costs for improvements on 9<sup>th</sup> Street would need to be incurred. The only improvements recommended in the TIS were some alteration of the barrier wall on the west side of the expressway bridge to improve sight distances for off-ramp traffic. The TIS was coordinated through ODOT, who concurred with the conclusions. The Public Safety Complex plan includes a driveway onto Lansing Street, but no extension of the street across the property.

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

The project was advertised for bids on June 18 and 25, 2012, and bids were opened on July 24, 2012. Twelve bids were received. The low bidder was Helterbrand Builders, LLC, who bid \$6,317,000.00 for the base, \$58,000.00 for Additive Alternate No. 1 (additional roof insulation), \$65,000.00 for Additive Alternate No. 2 (parking area mill and overlay), and +\$9,000.00 for Add/Deduct Alternate 3 (removal and disposal of existing furnishings). The architect's estimate was \$6,651,146.10 for the Base, \$69,000.00 for Alternate No. 1, \$68,000.00 for Alternate No. 2, and \$0.00 for Alternate No. 3. The bid tabulation is attached. Staff recommends that the Base and Alternates Nos. 1, 2, and 3 be awarded, for a total contract cost of \$6,449,000.00. Funds will come from the 2011 Public Safety GO Bond.

**Cost:** **\$6,449,000.00**

**Prepared By:** **Kenneth D. Schwab, P.E., Engineering & Construction Department Director**

**Reviewed By:** **Legal Department  
Finance Department  
Fire Department  
Police Department**

**Approved By:** **Russell M. Gale, Acting City Manager**

**Attachments:** **Bid Tabulation**

**Recommendation:** Approve bids received, award of the lowest and best bid, and authorize execution of a contract with Helterbrand Builders, LLC, for construction of the Public Safety Complex

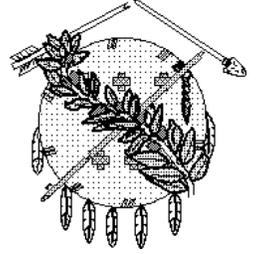
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**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**



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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Consideration and possible approval of appointment of Councilor Jill Norman as a Trustee on the Metropolitan Environmental Trust Board of Trustees

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**Background:** Mayor Thurmond requests that Councilor Jill Norman be appointed to represent the City on the Metropolitan Environmental Trust (M.e.t.) Board of Trustees. Due to Mayor Thurmond's scheduling conflicts, he would not be able to attend all of the Board's meetings.

**Cost:** None

**Prepared By:** Mary E. Bryce, City Clerk

**Reviewed By:** Legal Department

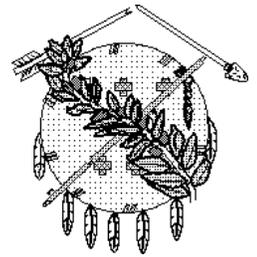
**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** None

**Recommendation:** Approve appointment of Councilor Jill Norman as a Trustee on the Metropolitan Environmental Trust Board of Trustees

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**Broken Arrow City Council  
Meeting of: 08-07-2012**



**To: Mayor and City Council**  
**From: Office of the City Manager**  
**Subject: Consideration and Possible Approval of an Ordinance, not to be codified, hereby acknowledging the Arrow Acres Assessment District, Referring to the Assessment Roll as Confirmed, Providing for payment, Levying assessments in accordance with the Roll and declaring liens; and repealing all ordinances to the contrary**

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**Background:**

On August 20, 2007, the Broken Arrow City Council considered the Petition submitted by Markus Kaspereit and signed by citizens from the Arrow Acres subdivision requesting the establishment of a Sewer Assessment District for their neighborhood. The Council approved acceptance of the Petition and directed the City engineer to obtain preliminary plans, a preliminary estimate, and an assessment plat. As the preliminary design progressed, it was determined six additional lots in this neighborhood would be added to the proposed sewer line bringing the total of new connections to approximately 21.

On May 5, 2009, the Council adopted Resolution No. 588. This Resolution declared the necessity of these proposed improvements and authorized the City Engineer to prepare and file preliminary construction plans.

On August 4, 2009, the Council passed Resolution No. 590-Corrected, which declared the necessity of the proposed improvements, adopted and approved the City Engineer's preliminary plans showing a preliminary estimate of the cost of these improvements, as well as an assessment plat showing the area to be assessed.

Following Notice in accordance with state law and a public hearing, the council adopted Resolution No. 616. This Resolution formally declared the insufficiency of the protests and expressed the Council's determination to proceed with the improvements.

On August 3, 2010, the Council approved and adopted the construction plans, specifications and estimates of probable cost, and ordered the improvements to be constructed in accordance with the plans, specifications.

On March 22, 2012, the Engineer filed a final statement of costs of the project with the City Clerk. The final statement of costs of engineering, advertising, legal, right-of-way, easements, and other expenses was approved by the Council on April 3, 2012.

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**Broken Arrow City Council**

**Date of Meeting: 08-07-2012**

**Subject: Consideration and Possible Approval of an Ordinance, not to be codified, hereby acknowledging the 140th Street Assessment District, Referring to the Amended Public Improvement Assessment Roll as Confirmed, Providing for payment, Levying assessments in accordance with the Roll and declaring liens; and repealing all ordinances to the contrary**

On March 22, 2012, the Engineer filed a final statement of costs with the City Clerk, a copy of which is attached hereto. On April 18, 2012, the Engineer filed the assessment roll with the City Clerk, a copy of which is attached hereto.

In accordance with state statute, a letter explaining the process, the Legal Notice of the Public Hearing and the Assessment Roll was mailed to all residents. These letters were mailed on April 18, 2012, which was well in advance of the statutory notice requirements. Publication in a newspaper of general circulation was also accomplished in accordance with state law. The City Clerk received no complaints or objections regarding the apportionment of the lots and Assessment Roll. On May 15, 2012, the Broken Arrow City Council held a Public Hearing whereby one resident appeared to request the Council consider the fact that he has to pay more because his property is twice the size of most properties in the district. The resident was assured that he has 10 years to pay the assessment at an interest rate set by the Council.

On July 3, 2012 the Council adopted Resolution No. 749, confirming the apportionment and assessment regarding the improvements to the sewer systems of Arrow Acres Addition.

The attached Ordinance refers to the Assessment Roll, as confirmed, provides for payment, levies assessments, and declares liens, Specifically, those identified in the Assessment Roll, may pay the assessment in full within thirty (30) days of the publication of the Ordinance without penalty or interest. Otherwise, residents may make ten annual payments to satisfy this obligation, but interest of 5.25% per year will be applied. The next step in the process will be presentation of the Ordinance at the next Council meeting for final adoption.

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**Cost:** **None**

**Report Prepared By:** **Beth Anne Wilkening, City Attorney**

**Report Reviewed By:** **Assistant City Manager  
Engineering and Construction Department  
Utilities Department**

**Report Approved By:** **Russell Gale, P.E., Acting City Manager**

**Attachments:** **Proposed Assessment Ordinance  
Final Statement of Costs  
Assessment Roll**

**Recommendation:** **Preview Ordinance and set for adoption**

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**ORDINANCE NO. \_\_\_\_\_**

**A special ordinance, not to be codified, hereby establishing the Arrow Acres Assessment District, Referring to the Arrow Acres Assessment Roll as Confirmed; Providing for payment; Levying assessments and declaring liens; and repealing all ordinances to the contrary.**

WHEREAS, the City Council previously approved the sanitary sewer assessment district for the Arrow Acres Assessment District; and

WHEREAS, it was agreed that the property owners would be assessed for the costs of construction materials and the City of Broken Arrow bearing the cost of labor and equipment for expanding the sewer line to a total of 21 lots in the Arrow Acres Addition; and

WHEREAS, the Utilities Department completed the construction of the Arrow Acres sewer improvements in November, 2011, at a cost of \$17,914.08 for materials and \$15,415.00 for survey for a total of \$33,329.08; and

WHEREAS, this assessment cost of \$33,329.08 was apportioned to the property owners according to the size of their lots; and

WHEREAS, the Assessment Roll was filed with the City Clerk on April 18, 2012; and

WHEREAS, the Notice of Public Hearing on the Assessment Roll was published in accordance with State Statute and was also sent to all affected property owners in accordance with state law; and

WHEREAS, On May 15, 2012, the Broken Arrow City Council held a Public Hearing to hear complaints and objections of residents concerning the apportionment of the Arrow Acres Assessment District; and

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

**SECTION I. Background.** The Arrow Acres Assessment District was established upon petition of the homeowners, pursuant to authority granted in 11 O.S. § 37-201, et seq. The City expressly confirmed the apportionment of the Arrow Acres assessment roll levying the assessments as presented to Council by Resolution No. 749 on July 3, 2012, following a public hearing.

**SECTION II. Payment.** Assessments in conformance with the assessment and apportionment set forth in Resolution No. 749 shall be payable in ten (10) equal, annual installments, and shall bear interest of 5.25% per annum, and shall be due on or before November 1<sup>st</sup> of each year commencing in 2012 until paid in full. Owners of the assessed property may pay their assessment without interest within thirty (30) days after the date of the publication of this Ordinance.

SECTION III. Levy of assessments in accordance with the Assessment Roll. Assessments are hereby levied against the tracts of land liable therefore in accordance with the Assessment Roll previously confirmed and attached hereto and incorporated herein as Exhibit "A".

SECTION IV. Declaration of Liens. The special assessments, as well as each installment thereof and the interest and penalties therein are declared to be a lien against the lots and tracts of land assessed from the date of publication of this ordinance. Said liens are co-equal with the lien of other taxes and prior and superior to all other liens against such lots or tracts of land. Said liens shall continue as to unpaid installments, interest and penalties until the assessments, interest and penalties are fully paid. Unmatured installments shall not be deemed to be within the terms of any general covenant or warranty.

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

SECTION VI. This ordinance shall become effective thirty (30) days from and after the time of its publication.

Dated this 7<sup>th</sup> day of August, 2012.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED:

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CITY ATTORNEY

**CITY OF BROKEN ARROW  
CAPITAL IMPROVEMENTS PROJECT  
FINAL CONSTRUCTION COST**

Date: 9/10/2008

Engineer: KDS/SA

Type: Actual Construction

Contingency:

Pay Item Description 0.00%

|                                  | Units | Quantity | Unit Cost   | Contingency            | Extension          |
|----------------------------------|-------|----------|-------------|------------------------|--------------------|
| Sewer:                           |       |          |             |                        |                    |
| Pipe                             |       |          | \$17,914.08 |                        | \$17,914.08        |
| Survey                           |       |          | \$15,415.00 |                        | \$15,415.00        |
| <b>ACTUAL CONSTRUCTION COST:</b> |       |          |             |                        | <b>\$33,329.08</b> |
|                                  |       |          |             | <b>Project Total =</b> | <b>\$33,329.08</b> |

**CITY OF BROKEN ARROW  
FINAL ASSESSMENT ROLL**

**DISTRICT NAME:** Arrow Acres Assessment District      **PROJECT NO:** S.0905  
**CONTACT PERSON:** Paul Rhodes  
**CONTRACTOR OR FORCE ACCOUNT:** Forced Account  
**INITIAL ESTIMATED ASSESSMENT COST (Bid):** \$220,000.00  
**FINAL ASSESSMENT COST:** \$33,329.08      **FINAL FORCE LABOR ASSESSMENT COST:** \$0.04 / SF

**DISTRICT LEGAL DESCRIPTION:**

That portion of Arrow Acres Addition, Block 1, bounded by Washington (91st) on the North, South 1st Place on the east, West Boston on the South and South Main on the West. (Note: On properties facing Washington Street, this only includes the property on the SW corner of Main and Washington

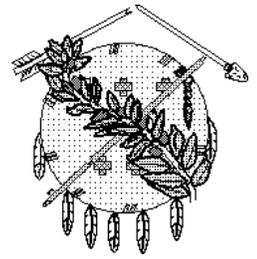
| PROPERTY OWNERS INCLUDED IN DISTRICT |                |                    |     |                 |                     |            |                                      |
|--------------------------------------|----------------|--------------------|-----|-----------------|---------------------|------------|--------------------------------------|
| NAME                                 | ADDRESS        | LOT                | BLK | LOT SQUARE FEET | ASSESSED PERCENTAGE | ASSESSMENT | MAILING ADDRESS                      |
| Ted W. Fry                           |                | 6                  | 1   | 18,240.00       | 2.26%               | \$751.86   | 28008 E 61st St<br>Broken Arrow, OK  |
| Paul & Thelda Anderson               | 1918 S 1st Plc | 7                  | 1   | 87,000.00       | 10.76%              | \$3,586.19 | 7615 E 58th Place<br>Tulsa, OK 74145 |
| Paul & Thelda Anderson               | 1924 S 1st Plc | 8                  | 1   | 87,000.00       | 10.76%              | \$3,586.19 | 7615 E 58th Place<br>Tulsa, OK 74145 |
| Lorene Beckman                       | 1929 S Main St | N75 of W275 Lot 9  | 1   | 20,625.00       | 2.55%               | \$850.17   |                                      |
| Patrick & Teresa Law                 | 1933 S Main St | S75 of W275 Lot 9  | 1   | 20,625.00       | 2.55%               | \$850.17   |                                      |
| Gorden Fine                          | 1928 S 1st Plc | E305 Lot 9         | 1   | 45,750.00       | 5.66%               | \$1,885.84 |                                      |
| John Koons                           | 2004 S 1st Plc | E2 of Lot 10       | 1   | 43,500.00       | 5.38%               | \$1,793.10 |                                      |
| Larry & Rita Wilson                  | 2001 S Main St | W2 Lot 10          | 1   | 43,500.00       | 5.38%               | \$1,793.10 |                                      |
| Robert & Sandra Dahl                 | 2009 S Main St | N75 of W275 Lot 11 | 1   | 20,625.00       | 2.55%               | \$850.17   |                                      |
| Stephen & Janette Carrera            | 2015 S Main St | S75 of W275 Lot 11 | 1   | 20,625.00       | 2.55%               | \$850.17   |                                      |
| David & Joyce Sloan                  | 2014 S 1st Plc | E305 Lot 11        | 1   | 45,750.00       | 5.66%               | \$1,885.84 |                                      |
| Marcus & Amy Kaspereit               | 2017 S Main St | N75 of W275 Lot 12 | 1   | 20,625.00       | 2.55%               | \$850.17   |                                      |
| Jim & Betty Francis                  | 2021 S Main St | S75 of W275 Lot 12 | 1   | 20,625.00       | 2.55%               | \$850.17   |                                      |

|   |                  |             |   |                   |                |                    |   |
|---|------------------|-------------|---|-------------------|----------------|--------------------|---|
| Mandie L Davis  | 2018 S 1st Plc   | E305 Lot 12 | 1 | 45,750.00         | 5.66%          | \$1,885.84         |   |
| Larry Whitaker  | 2024 S 1st Plc   | 13          | 1 | 87,000.00         | 10.76%         | \$3,586.19         |   |
| Michael Ward  | 2108 S 1st Plc   | 2           | 2 | 0                 | 0.00%          | \$0.00             |   |
| Charles Sanders Homes   | 2104 S 1st Plc   | 2           | 2 | 91,500.00         | 11.32%         | \$3,771.68         |   |
| Joe & Mary Jones  | 109 E Washington | 5           | 1 | 18,240.00         | 2.26%          | \$751.86           | c/o Leon Jones Jr. PO<br>Box 2871 Broken<br>Arrow, OK 74013 |
| CL & Doris M Jones Trust  | 121 E Washington | 4           | 1 | 18,240.00         | 2.26%          | \$751.86           | c/o Leon Jones Jr PO<br>Box 2871 Broken<br>Arrow, OK 74013  |
| CL & Doris M Jones Trust  | 121 E Washington | 3           | 1 | 18,240.00         | 2.26%          | \$751.86           | c/o Leon Jones Jr PO<br>Box 2871 Broken<br>Arrow, OK 74013  |
| Matthew O Brown & Ralph Sanders, Trustees of the Sanders Children Trust | 129 E Washington | 2           | 1 | 18,240.00         | 2.26%          | \$751.86           | 117 W Broadway<br>Broken Arrow, OK<br>74012                 |
| Peggy J Chenoweth Trust   | 1906 S 1st Plc   | 1           | 1 | 16,854.00         | 2.08%          | \$694.73           | 8420 W 103rd St S<br>Clearwater, KS 67026                   |
| <b>TOTAL SQUARE FOOTAGE / PERCENTAGE</b>                                |                  |             |   | <b>808,554.00</b> | <b>100.00%</b> | <b>\$33,329.08</b> |   |

\*

\* Ward property already on City sewer to south, so not included in any calculations

**Broken Arrow City Council  
Meeting of: 08-07-2012**



**To: Mayor and City Council**  
**From: Office of the City Attorney**  
**Subject: Consideration, discussion and possible action on an ordinance amending Chapter 7, In General, Article I, Section 7-2 of the Broken Arrow Code, License tax for itinerant merchants; and Chapter 7, Article I, In General, Section 7-3, Door-to-door solicitation; restrictions, registration, penalties; repealing all ordinances to the contrary; and declaring an emergency.**

**Background:** The City was recently contacted by Mr. Pears, Corporate Legal Counsel for Southwestern Company who employs student dealers who take door-to-door orders for on-line educational resources for children and their families. Mr. Pears noted and recognized the City charges \$43.00 per day for the door-to-door peddler's permit but requested a waiver of that fee and reduction to no more than \$50.00 that would enable his student employee's permission to sell for the next 90 days. Mr. Pears noted that the national average for municipalities for a peddler's permit was to charge \$25.00 to \$125.00 for a license to sell door-to-door from 90 to 180 days up to one year. Upon review of the ordinance we advised Mr. Pears that there was no mechanism for the waiver or reduction of the permit fee. However, the Legal Department did perform a brief review of municipalities in Oklahoma to ascertain whether Mr. Pears' allegation that Broken Arrow's itinerant merchant license fee was unusually high. After researching the surrounding cities, the City of Broken Arrow's fees are quite higher than most cities. Therefore, the attached proposed amended ordinance does lower the fees to be more comparable to other cities but will still cover the costs of issuing such permits.

However, in order to protect the citizens of Broken Arrow from potential damages that arise from wrongful, fraudulent or illegal conduct and to insure that the sales taxes that are due are collected and paid, the Legal Department recommends that we add another provision for a surety bond in the amount of \$10,000.00 to be posted by any perspective itinerant merchants. This bond would be used to secure collection and payment to the Oklahoma Tax Commission of all City sales tax due and payable by reason of sales made in the City and to be used to pay damages to any persons that are injured arising out of the wrongful, fraudulent or illegal conduct of the person posting the bond. Door-to-door peddlers by nature have no permanent address, as such, it is very difficult for those that are defrauded from recovering damages from such peddlers. The surety bond would provide a fund for recovery of such damages and insure the payment of sales taxes. Thus, the proposed amendment will require surety bond in the amount of \$10,000.00 to be posted by any perspective itinerant merchants.

**Cost: None**

**Prepared By: Beth Anne Wilkening, City Attorney**

**Reviewed By: Police Department  
Development Services**

**ACTION: APPROVAL: \_\_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_\_ DENIAL: \_\_\_\_\_ TABLED: \_\_\_\_\_ VOTE: \_\_\_\_\_**

**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** Preview Ordinance

**Recommendation:** Preview Ordinance and set for adoption

**ACTION:** APPROVAL: \_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_ DENIAL: \_\_\_\_ TABLED: \_\_\_\_ VOTE: \_\_\_\_

**ORDINANCE NO \_\_\_\_.**

**An Ordinance amending Chapter 7, Article I, In General, Section 7-2, License tax for itinerant merchants; and Chapter 7, Article I, In General, Section 7-3, Door-to-door solicitation; restrictions, registration, penalties; repealing all ordinances to the contrary; and declaring an emergency.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

**SECTION I.** Chapter 7, Article I, In General, Section 7-2, License tax for itinerant merchant of the Broken Arrow Code, is hereby amended to read as follows:

Sec. 7-2. - License tax for ~~itinerant~~ merchants.

It shall be unlawful for an itinerant merchant to engage in such business within the city limits without first obtaining a license therefore in compliance with the provisions of this section.

(1) **Definitions.** For the purpose of this section, an "itinerant merchant" is defined as any person, firm, or corporation, whether as owner, agent, consignee, or employee, whether a resident of the city or not, who engages in a business of selling and delivering goods, wares, and merchandise within said city from a temporary or irregular location, ~~or who takes orders by going door-to-door.~~ This definition expressly includes persons who sell goods from an open air location, from a temporary stand, or from a vehicle. Provided, that this definition shall not include persons, firms or corporations selling food and beverages at a location for less than four hours. ~~that this definition shall not include the mere delivery of goods to the buyer after the placement of an order at the merchant's permanent place of business; nor shall this definition include sales by permanent merchants having fixed locations, when such sales are conducted by said merchant in the open air or from a stand immediately adjacent to said merchant's permanently fixed location; provided further, that this definition shall not include community-oriented charitable service organizations which conduct sales as a part of an annual fund raiser.~~

(2) **Responsibility for acquiring license.** The owner of the itinerant merchant business shall be responsible for acquiring the license. Provided that, if the owner fails to acquire such a license, the agents actually conducting the business within the city limits shall be responsible for acquiring the license. The license, once acquired, must be readily available for display by the itinerant merchant, and must be shown to any member of the public or to any agent of the city charged with the responsibility for enforcing the provisions of this section, upon any demand for such or display of the license.

(3) **Application.** ~~The finance department~~ City shall have application forms setting forth the information necessary for the issuance of an itinerant merchant license, and to allow the ~~finance department~~ City to properly investigate each applicant. Such application forms shall include:

~~(a) specifically require proof~~Proof that the itinerant merchant has a valid sales tax number from the Oklahoma Tax Commission, together with an account for the payment of all applicable sales taxes and use taxes due as the result of the itinerant merchant's activities.

~~(b)The application shall also include t~~The name or names of all person or persons having the right of management or supervision of the applicant's business during the time it is proposed to be carried on within the city limits, together with the actual address and the local address such person will use while engaged in such business.

~~(c) The application will set forth t~~The capacity of the person filing application, whether as proprietor, agent or otherwise, and the name and address of the person, firm or corporation for whose account the business will be carried on. If such is a corporation, the applicant will further set forth the date of incorporation, the state of incorporation, and the date such corporation was domiciled within the State of Oklahoma.

~~(d)The applicant shall describe the location proposed to carry on its business as set forth in Section 7.2 (4) of this chapter, and the proposed duration of said business, together with the place or places other than the City of Broken Arrow wherein the applicant has conducted the business of an itinerant merchant within the six months next preceding the application.~~

~~(e) The applicant shall further describe the nature, character and quality of the goods, wares or merchandise to be sold or offered for sale and the proposed method of sale, together with a brief statement of the nature and character of the proposed advertising.~~

~~(4) **Business location.** An itinerant merchant shall not conduct business from a location on the public right-of-way, nor within the sight triangle at any intersection of two public streets, nor within the sight triangle at the intersection of a public street with any private street or driveway nor within public access lanes or parking spaces which prohibit traffic flow. An itinerant merchant shall not conduct business from any city park, except that an itinerant merchant may conduct business through a special events contract entered into with the city or from a location otherwise permitted by ordinance, nor from private property unless the owner of such private property grants permission. Itinerant merchants shall not conduct business from a location in front of the building line in any commercial district. If zoning of the location is not compliant with the intended use by the itinerant merchant, then a temporary use permit will be required. See Zoning Ordinance Appendix A. No structure or accessory, including but not limited to electrical or water meters, shall be placed upon any right-of-way.~~

~~(5) **Amount of fee.** Each itinerant merchant shall pay a license fee of \$110.00 per company for the length of the license. This fee includes up to 3 persons each additional person is \$25.00. \$43.00 per day or \$215.00 per week, or \$2,574.00 for a four-month season. Permits are valid for a maximum of 180 days during a calendar year. No Itinerant Merchant shall be eligible to obtain a permit for more than 180 days out of a one year period.~~

~~Provided that any itinerant merchant whose business is regulated under the Broken Arrow Food Establishment Code, and who pays the fees thereunder, shall be exempt from the payment of this~~

~~fee, to the extent of the merchant's operations under the Broken Arrow Food Establishment Code (Ordinance No. 1471 as amended).~~

(6) **Display of license.** The license issued under this ordinance shall be posted conspicuously in the place of business named therein. In the event that an itinerant merchant desires to do business in more than one (1) place within the city, separate licenses may be issued for each place of business and shall be posted conspicuously in each place of business.

(7) **Reports.** ~~Itinerant merchants shall provide upon request proof of filing with the Oklahoma Tax Commission if such filing is required by State Statute. file a report containing a verified statement showing the total sales made during the preceding week, and showing proof of payment of sales taxes or use taxes due on said total sales. Provided, that authorized city officials shall have the power and authority to enter the place of businesses of any itinerant merchant during normal business hours for the purpose of ascertaining the amount of sales made, and at the time have access to the books of such businesses.~~

(8) **Suspension, revocation, expiration.** ~~This license may be suspended or revoked in accordance with article II of this chapter or upon the conviction of the licensee of a felony or conviction of a misdemeanor involving fraud or dishonesty, including, but not limited to fraud, larceny, burglary, robbery or embezzlement. The license shall expire at its own express term not later than 180 days after its issuance unless an earlier date is set forth on the license. Any person performing any act prohibited by this section, or any such person who fails to file a registration statement required by this section, and who goes from house to house or door to door in a residential area performing acts covered by this section, shall be guilty of a class B offense~~

~~This license may be suspended or revoked in accordance with article II of this chapter. The license shall expire at its own express term not later than 120 days after its issuance unless an earlier date is set forth on the license.~~

(9) **Exceptions:** ~~The following merchants are exceptionsexempted from the fee provisions in this ordinance:~~

~~(a) Any itinerant merchant whose business is regulated under the Broken Arrow Food Establishment Code, and who pays the fees thereunder, shall be exempt from the payment of this fee, to the extent of the merchant's operations under the Broken Arrow Food Establishment Code (Ordinance No. 1471 as amended). An itinerant merchant permit will be issued without fee.~~

~~(ba) The mere delivery of goods to the buyer after the placement of an order at the merchant's permanent place of business;~~

~~(eb) sSales by permanent merchants having fixed locations, when such sales are conducted by said merchant in the open air or from a stand immediately adjacent to said merchant's permanently fixed location;~~

~~(dc) Any 401(3)(c) community-oriented charitable service organizations which conduct sales as a part of an annual fund raiser.~~

(10) **Fee Waiver.** Any itinerant merchant whose business is regulated under the Broken Arrow Food Establishment Code, and who pays the fees thereunder, shall still obtain an itinerant merchant permit and pay fees for such permit.

**SECTION II.** Chapter 7, Article I, In General, Section 7-3, Door-to-door solicitation; restrictions, registration, penalties of the Broken Arrow Code, is hereby amended to read as follows:

Sec. 7-3. - Door-to-door peddler solicitation; restrictions, registration, penalties.

(1) **Definitions.** For the purpose of this section, "peddler" is defined as any person, firm, or corporation, whether as owner, agent, consignee, or employee, whether a resident of the city or not, who engages in business from house to house, place to place, street to street, soliciting sales or taking orders for the sale of goods, wares or merchandise (including magazines, books, periodicals, realty, tangible or intangible personal property or any nature, including insurance). Provided that this definition shall not include any 401(3)(c) community-oriented charitable service organizations which conduct sales as a part of an annual fundraiser.

(2) **Responsibility for acquiring license.** The owner of the business shall be responsible for acquiring the license. Provided that, if the owner fails to acquire such a license, the agents actually conducting the business within the city limits shall be responsible for acquiring the license. The license, once acquired, must be readily available, and must be shown to any member of the public or to any agent of the city charged with the responsibility for enforcing the provisions of this section, upon any demand for such or display of the license.

(3) **Application.** The City shall have application forms setting forth the information necessary for the issuance of ana Peddler's license, and to allow the City to properly investigate each applicant. Such application forms shall include:

a) Proof that the peddler/merchant has a valid sales tax number from the Oklahoma Tax Commission, together with an account for the payment of all applicable sales taxes and use taxes due as the result of the itinerant merchant's activities.

(b) †The name or names of all person or persons having the right of management or supervision of the applicant's business during the time it is proposed to be carried on within the city limits, together with the actual address and the local address such person will use while engaged in such business.

(c) †The capacity of the person filing application, whether as proprietor, agent or otherwise, and the name and address of the person, firm or corporation for whose account the business will be carried on. If such is a corporation, the applicant will further set forth the date of incorporation, the state of incorporation, and the date such corporation was domiciled within the State of Oklahoma.

(d) The applicant shall further describe the nature, character and quality of the goods, wares or merchandise to be sold or offered for sale and the proposed method of sale, together with a brief statement of the nature and character of the proposed advertising.

(e) A background check obtained from the Broken Arrow Police Department for each person desiring to canvas, survey, solicit, sell or take orders within a residential but not limited to the person listed in supervisory capacity, \_\_\_\_\_, he police department.

(e) A background check obtained from the Broken Arrow Police Department for each person, including but not limited to the person listed in the supervisory capacity. The police department may, at their discretion, recommend the denial of any application based on unsatisfactory results of the back ground check. The background check is valid for the length of the license. The One Stop Center has the ultimate authority to approve or deny an application. Background checks are valid for 180 days.

(f) Time period for which applicant wishes to do business.

(g) License number and description of vehicle to be used (if applicable).

(h) Photo of person or persons to be selling.

(i) Each applicant for a permit under this article shall file with the application a bond in the sum of ten thousand dollars (\$10,000.00), issued by a corporate surety authorized to do business in this state, which bond shall be payable to the City of Broken Arrow for the use and benefit of any person entitled thereto, and conditioned that the principal and surety will pay all damages to persons caused by, arising from, or growing out of the wrongful, fraudulent or illegal conduct of the licenses while conducting the business in the city. The surety bond may also be used to secure collection and payment to the Oklahoma Tax Commission of all City sales tax due and payable by reason of sale made within this City. Such bond shall be forfeited to the City is applicant does not, within ninety (90) days of the expiration of his license, demonstrate by affidavit or otherwise that such sales taxes have been paid. The bond shall remain in full force and effect for the entire duration of the permit and for two (2) years thereafter.

Any person desiring to canvas, survey, solicit, sell or take orders within a residential neighborhood of the city shall file a registration statement stating:

(1) The name of the person or persons performing such acts;

(2) The name and address of the person or entity for whom such acts are performed;

(3) Whether the entity qualified as a charity under the applicable provisions of the United States Income Tax Code; and

(4) Whether the person performing the act is performing in a paid or unpaid capacity.

~~(f)~~ Where such persons are acting on behalf of others, the registration statement shall contain evidence of their authority to act for their principal, including the name and address of the persons to be contacted in the event complaints concerning their conduct are received from the citizenry.

~~Provided that minors who are performing fund raising for recognized youth sports organizations, scouts, and religious institutions, which are headquartered or have established branches within the Broken Arrow city limits, shall be exempt from these registration requirements.~~

~~(c) Any person performing any act prohibited by paragraph (a) above, or any such person who fails to file a registration statement required by paragraph (b) above, and who goes from house to house or door to door in a residential area performing acts covered by this section, shall be guilty of a class B offense.~~

(5) Permitted hours of solicitation and Rules No person shall go from house to house nor door to door for the purpose of canvassing, or soliciting the occupants thereof, or for the purpose of selling or taking orders for any goods or services, except between the hours of 9:00 a.m. and 7:00 p.m., in the absence of a specific invitation or appointment from the individual or occupant of the residence. No person shall canvas or solicit the occupants of a residence where the premises has displayed a sign prohibiting such activity or otherwise indicating the occupants choose not to be disturbed.

(6) Amount of fee. Each itinerant merchant shall pay a license fee of \$30.00 per company for the length of the original license and shall pay a fee of \$10.00 for a renewal license. Permits are valid up to 60 days and can be renewed up to maximum of 180 days during a calendar year. . ~~Each Peddler shall pay a license fee of \$43.00 per day or \$215.00 per week, or \$2,574.00 for a four-month season per person. The fee for each background check performed by Broken Arrow Police Department for such permit will be \$10.00.~~

(7) Reports. Merchants (business) shall provide upon request proof of filing with the Oklahoma Tax Commission if such filing is required by State Statute. Provided, that authorized city officials shall have the power and authority to enter the place of businesses of any itinerant merchant during normal business hours for the purpose of ascertaining the amount of sales made, and at the time have access to the books of such businesses. Background checks are valid for a maximum of 180 days.

(8) Suspension, revocation, expiration. This license may be suspended or revoked in accordance with article II of this chapter. The license shall expire at its own express term not later than days after its issuance unless an earlier date is set forth on the license. ~~Any person performing any act prohibited by paragraph (a) above, or any such person who fails to file a registration statement required by paragraph (b) above, and who goes from house to house or door to door in a residential area performing acts covered by this section, shall be guilty of a class B offense~~

(8) **Suspension, revocation, expiration.** This license may be suspended or revoked in accordance with article II of this chapter or upon the conviction of the licensee of a felony or conviction of a misdemeanor involving fraud or dishonesty, including, but not limited to fraud, larceny, burglary, robbery or embezzlement. The license shall expire at its own express term not later than 60 days after its issuance unless an earlier date is set forth on the license. Any person performing any act prohibited by this section, or any such person who fails to file a registration statement required by this section shall be guilty of a class B offense

(9) **Exemptions:** The following merchants are exceptions from exempt from the provisions in this ordinance:

(a) Minors who are performing fund raising for recognized youth sports organizations, scouts, and religious institutions, which are headquartered or have established branches within the Broken Arrow city limits.

(b) The mere delivery of goods to the buyer after the placement of an order at the merchant's permanent place of business;

(d) Any 401(3)(c) community-oriented charitable service organizations which conduct sales as a part of an annual fund raiser.

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

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

PASSED AND APPROVED and this \_\_\_\_\_ day of August, 2012.

\_\_\_\_\_  
MAYOR

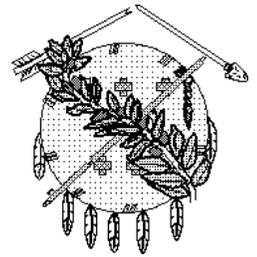
ATTEST:

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

APPROVED:

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

**Broken Arrow City Council  
Meeting of: 08-07-2012**



**To:** Mayor and City Council  
**From:** Office of the City Attorney  
**Subject:** Consideration, discussion and possible action on an ordinance amending Chapter 23, Article I, Section 23-38 of the Broken Arrow Code to add Window Tinting; repealing all ordinances to the contrary; and declaring an emergency

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**Background:** Officers have reported seeing an increase of vehicles with tinted windows in which the Officer cannot see through the window, thus creating an officer safety issue. This proposed ordinance mirrors the Oklahoma State Statute regulating tinted windows. Specifically, the ordinance regulates windows that have a substance or material in conjunction with glazing material that has a light transmission of at least twenty-five percent (25%) and a luminous reflectance of at most twenty-five percent (25%). Any person who violates any provision of this ordinance, upon conviction, shall be punished by a fine of not less than Five Dollars (\$5.00) nor more than Two Hundred Dollars (\$200.00).

**Cost:** None

**Prepared By:** Beth Anne Wilkening, City Attorney

**Reviewed By:** Police Department

**Approved By:** Russell M. Gale, Acting City Manager

**Attachments:** Preview Ordinance

**Recommendation:** Preview the Ordinance and set for adoption

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_ **VOTE:** \_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**An ordinance amending Chapter 23, Article I, Section 23-38 of the Broken Arrow Code to add Window Tinting; and repealing all ordinances to the contrary and declaring an emergency.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Broken Arrow Code Chapter 23, Article I, Section 23-38 is hereby amended to add as follows:

Sec. 23-38. ~~Reserved.~~ Window Tinting

A. As used in this section:

1. "Glass coating material" or "sunscreening devices" means materials, films, applications or devices which are used in conjunction with approved vehicle glazing materials for the purpose of reducing the effects of sun, but shall not include materials, films, applications, or devices with a mirrored or mirror-like finish;

2. "Light transmission" means the percentage of total light which is allowed to pass through a window;

3. "Luminous reflectance" means the ratio of the amount of total light, expressed in percentages, which is reflected outward by the glass coating material or sunscreening device to the amount of total light falling on the glass coating material;

B. It is unlawful for any person to place, install, affix, or apply any transparent material upon the windshield or side or rear windows of any motor vehicle if such material alters the color or reduces the light transmittance of such windshield or side or rear windows except as provided in this section.

C. This section shall not apply to:

1. Side or back windows that have a substance or material in conjunction with glazing material that has a light transmission of at least twenty-five percent (25%) and a luminous reflectance of at most twenty-five percent (25%);

2. Front side wing vents and windows that have a substance or material not attached in conjunction with glazing material which is used by a vehicle operator on a moving vehicle during daylight hours;

3. Side windows to the rear of the driver or back windows that have a substance or material in conjunction with glazing material that has a light transmission of at least ten percent (10%) and a luminous reflectance of at most twenty-five percent (25%) on all vehicles manufactured prior to 1996 year models, if the motor vehicle is equipped with

outside mirrors on both left and right hand sides of the vehicle that are so located as to reflect to the driver a view of the highway through each mirror for a distance of at least two hundred (200) feet to the rear of the motor vehicle;

4. Law enforcement vehicles which are owned by the state or a political subdivision of the state.

D. Louvered materials, when installed as designed, shall not reduce the area of the driver's visibility below fifty percent (50%) as measured on a horizontal plane. When such materials are used in conjunction with the rear window, the measurement shall be made based upon the driver's view from inside the rearview mirror.

E. Any person who violates any provision of this section, upon conviction, shall be punished by a fine of not less than Five Dollars (\$5.00) nor more than Two Hundred Dollars (\$200.00)

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this \_\_\_\_\_ day of August, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

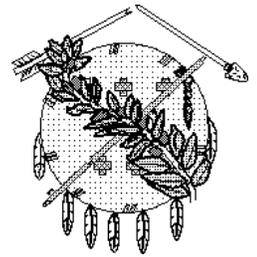
\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

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

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**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** An ordinance amending Chapter 6, Article II, by revising Section 6-22 Local registration of general contractors; Chapter 6, Article III.5, Section 6-36 Adopted; conflict with other regulations; Chapter 6, Article XI, Section 6-301 Permit fees; and Chapter 6, Article XI, Section 6-302 Building permit application fees (residential and commercial) of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency

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**Background:** Chapter 6 of the Broken Arrow Municipal Code addresses buildings and building regulations. A committee comprised of staff from Development Services and the Fire Department examined the need to improve fire suppression, fire alarm related to commercial construction, as well as fire suppression/alarm contractor registration.

Additionally, this revision implements required fire-related permits and inspections and related fees. This will improve tracking and reporting for fire-related inspections within the building permit software program, thus making it possible to provide better reporting of fire-related activities for both new and remodel construction.

In addition, building inspectors identified the need to correct a code related issue related to gas shut-off valves. This revision requires a shut-off valve outside an appliance (firebox), rather than just inside the box. This will allow gas shut off in the event of an emergency without endangering responders in the process.

Finally, this revision addresses several grammatical errors found in the most recent adoption. This measure further clarifies the language currently in the adopted code.

Staff recommends approval of these revisions and adoption to improve the health, safety and welfare of the City and its citizens.

**Cost:** None

**Prepared By:** Russell S. Gray, MHR, One-Stop Manager

**Reviewed By:** Michael Skates, P.E., CFM, Development Services Director  
Fire Department  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Preview Ordinance Chapter 6

**Recommendation:** Preview ordinance and set for adoption

**ACTION:** APPROVAL: \_\_\_\_ APPROVAL W/ CONDITION: \_\_\_\_ DENIAL: \_\_\_\_ TABLED: \_\_\_\_ VOTE: \_\_\_\_

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Chapter 6, Article II, by revising Section 6-22 Local registration of general contractors; Chapter 6, Article III.5, Section 6-36 Adopted; conflict with other regulations; Chapter 6, Article XI, Section 6-301 Permit fees; and Chapter 6, Article XI, Section 6-302 Building permit application fees (residential and commercial) of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Broken Arrow Code Chapter 6, Article II, Section 6-22, is hereby added to read as follows:

Sec. 6-22. Local registration of general contractors.

(a) It shall be unlawful for any person to engage in the business, trade or occupation of construction, unless he holds a current and valid certificate of registration issued by the Development Services Department, City of Broken Arrow.

(b) The annual registration fee is set out in Article XI, section 6-~~300~~301 and 302, et seq. Such fees shall be paid ~~to~~at the Development Services Department and the registration shall not be valid unless it has attached to it or written on it, a receipt or statement showing that the required fee has been paid.

(c) Upon application to the Development Services Department and payment of required fees, the Development Services Department shall register such applicants and issue ~~to them~~ certificates of registration; ~~provided~~provided that an applicant shall also post an escrow, the amount of which is set out in Article XI, section 6-~~300~~301, et seq.

(d) Certificates of registration issued as provided herein shall expire on the birthday of the applicant each year. Upon expiration, ~~a qualified person who registers as~~ a contractor may ~~reapply for~~renew the registration of the same type of license or any other license to which they are entitled, in the same manner and under the same conditions as a new applicant.

(e) After ten (10) days notice, and adequate opportunity for public hearing, the city council may revoke any contractor's registration for any of the following causes:

- (1) Serious or repeated violation of the laws, ordinances, or other regulations relating to construction.
- (2) Grossly unethical conduct in connection with trade or business.
- (3) Demonstrated poor workmanship or service, such as to demonstrate incompetence to act in the capacity of the registration.
- (4) Installation of inferior or substandard materials, fixtures or equipment.
- (5) Making a material misstatement in the application for a license or a registration, or the renewal of a license or registration.
- (6) Loaning or illegally using the registration.
- (7) Willfully failing to perform normal business obligations without justifiable cause.

(f) Any person whose registration has been revoked by the city council may apply for a new registration one year after the effective date of the revocation.

Secs. 6-23-6-30. - Reserved.

**SECTION II.** Broken Arrow Code Chapter 6, Article III.5, Section 6-36, is hereby amended to read as follows:

**Sec. 6-36. - Adopted; conflict with other regulations.**

(a) That a certain document, one copy of which is on file in the ~~office of the city clerk~~ development services department, being marked and designated as the 2009 International Residential Code as adopted and amended by the Oklahoma Uniform Building Code Commission on July 15, 2011, including Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, , Appendix M, Appendix N, Appendix O, Appendix P, and Appendix Q are hereby adopted as the One- and Two-Family Residential Dwelling Code of the city to the same extent as if set out herein at length, with the amendments prescribed in section 6-37.

(b) In the event of any conflict between any provision of the dwelling code adopted by this section and any other provisions of the Code of Ordinances, the latter provision shall control. In the event of any conflict between any provision of the dwelling code adopted by this section and any other building code adopted by reference or other fire or life safety codes adopted by reference within the Code of Ordinances, the latter provision shall control.

**SECTION III.** Broken Arrow Code Chapter 6, Article III.5, Section 6-37, is hereby amended to read as follows:

**Sec. 6-37. - Amendments.**

The International Residential Code adopted in section 6-36 is hereby amended as set forth in the following paragraphs:

(a) Subsection R101.1 Title. “City of Broken Arrow, Oklahoma” in lieu of the phrase, “[name of jurisdiction]”.

(b) Section R109 Inspections shall be amended by adding the following subsections:

(1) R109.1.1.1 Survey submittal inspection. The Chief Building Official may require a survey submittal ~~inspection~~ when ~~the a~~ structure foundation (edge of ditch) is found to be less than six inches (6”) from ~~all any~~ easements, street rights-of-ways or required setbacks at the time of the foundation inspection. The submitted survey shall be prepared and signed by a registered professional engineer or land surveyor, registered in the State of Oklahoma, containing the location of the foundation, easements, street rights-of-ways, required setbacks and property lines. The survey shall be submitted to the ~~Chief Building Inspector~~ City of Broken Arrow for review and approval.

(2) R109.1.1.2 Post tension cable and/or steel inspection. Inspection of the post tension cables and/or steel shall be made after the backfill has been properly placed over any plumbing piping, mechanical ducts or electrical conduit that is installed under the slab.

(c) Subsection R112.1 General. All persons shall have the right to appeal the Building Official's decision to the City Council.

(d) Subsection R113.4 Violation penalties is amended ~~as~~ to state: Any person, firm or corporation violating any of the provisions of this Code shall be guilty of a Class B offense. It shall be deemed a separate offense for each day or a portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted.

(e) Table R301.2(1) entitled, Climatic and Geographic Design Criteria is amended to read as follows:

Live Roof Load = 20 lbs. per square foot

Snow Roof Load = 10 lbs. per square foot

Wind pressure = 90 mph

Seismic design category B

Frost line depth is Eighteen inches (18")

Subject to damage from termites: Moderate to Heavy

Subject to damage from decay: Slight to Moderate

Radon test: Not required at this time

(f) Subsection R302.2.2 is amended to state: Parapets. Parapets shall be provided for townhouses as an extension of the common wall in accordance with the following:

(1) Where roof surfaces adjacent to the wall are at the same elevation, the parapet shall extend not less than thirty inches (30") (762 mm) above the roof surfaces.

(2) Where roof surfaces adjacent to the wall are at different elevations and the higher roof is not more than thirty inches (30") (762 mm) above the lower roof, the parapet shall extend not less than thirty inches (30") (762 mm) above the lower roof surface.

(a) Exception: A parapet is not required in the two cases above when the roof is covered with a minimum C roof covering, and the roof decking or sheathing is of noncombustible materials or approved fire-retardant-treated wood for a distance of four feet (4') (1219 mm) on each side of the wall, or two (2) layers of five-eighths-inch (5/8") (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing for a distance of four feet (4') (1219 mm) on each side of the wall.

(3) A parapet is not required where roof surfaces adjacent to the wall are at different elevations and the higher roof is more than thirty inches (30") (762 mm) above the lower roof. The wall construction from the lower roof to the underside of the higher roof deck shall not have less than a two-hour (2 hr) fire-resistive rating. The fire-resistive rating shall be rated from exposure from both sides.

(g) Subsection R302.3 Two-family dwellings is amended to state: Dwelling units in two-family dwellings shall be separated from each other by a wall and/or ceiling and floor assemblies of not less than two-hour fire-resistance rating when tested in accordance with ASTM E 119. Fire-resistance rated floors, ceilings and wall assemblies shall extend to and be tied against the exterior wall, and wall assemblies shall extend to the underside of the roof sheathing. Roof decking or sheathing shall be of noncombustible materials or approved fire-retardant-treated wood for a distance of four feet (4') (1219 mm) on each side of the fire rated wall assembly, or two (2) layers of five-eighths inch (5/8") (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing for a distance of four feet (4') (1219 mm) on each side of the fire rated wall assembly.

(1) Exception: A fire resistance rating of one (1) hour shall be permitted in buildings equipped throughout with an automatic sprinkler system installed in accordance with NFPA 13.

(h) Section R314 Smoke Alarms shall be amended by adding the following subsection.

(1) Subsection R314.4.1 Dedicated circuit. Smoke alarms shall be on a dedicated circuit.

(i) Subsection R403.1.3 is amended to state: Reinforcing. Concrete footings shall have minimum reinforcement. Bottom reinforcement shall be located a minimum of three inches (3") clear from the bottom of the footing, have a standard hook and extend a minimum of fourteen inches (14") into the stem wall.

Where a construction joint is created between a concrete footing and a stem wall, a minimum of one (1) No. 4 bar shall be installed not more than four feet (4') on center. The vertical bar shall extend to three inches (3") clear from the bottom of the footing, have a standard hook and extend a minimum of fourteen inches (14") into the stem wall.

Where a grouted masonry stem wall is supported on a concrete footing and a stem wall, a minimum of one (1) No. 4 bar shall be installed not more than four feet (4') on center. The vertical bar shall extend to three inches (3") clear from the bottom of the footing and have a standard hook.

(j) Subsection R403.1.3.1 Foundations with stem walls. Foundations with stem walls shall have installed a minimum of two (2) No. 4 bars within twelve inches (12") of the top of the wall and two (2) No. 4 bars located three inches (3") to four inches (4") from the bottom of the footing.

(k) Subsection R404.1.6 is amended as follows: Height above finished grade. Concrete and masonry foundation walls shall extend above the finished grade adjacent to the foundation at all points a minimum of sixteen inches (16").

(l) Subsection R406.1.3.2 Slabs on ground with turned-down footings. Slab on ground with turned-down footings shall have a minimum of two (2) No. 4 bars at the top and bottom of the footing. Where the slab is not cast monolithically with the footing, No. 3 or larger vertical dowels with standard hooks on each end shall be provided in accordance with Figure R403.1.3.2. Standard hooks shall comply with R611.5.4.5.

(m) Subsection R506.1 General. Concrete slab-on-ground floors shall be a minimum of four inches (4") thick (for expansive soils, see Section R403.1.1) and have a thickened edge a minimum of sixteen inches (16") thick and eight inches (8") wide, thickened edge shall be in contact with the foundation. The specified compressive strength of concrete shall be as set forth in Section R402.2.

(n) Subsection R807.1 Attic access. Buildings with combustible ceiling or roof construction shall have an attic access opening to attic areas that exceed thirty (30) square feet and have a vertical height of thirty inches (30") or greater. The vertical height shall be measured from the top of the ceiling framing members to the underside of the roof framing members.

The rough framed opening shall not be less than twenty-two inches (22") by thirty inches (30") accessible by pull down ladder and located in the hallway or other readily accessible location. When located in a wall, the opening shall be a minimum of twenty-two inches (22") wide by thirty inches (30") high. When the access is located in the ceiling, minimum unobstructed headroom in the attic space shall be thirty inches (30") at some point above the access measured vertically from the bottom of ceiling framing members. Where mechanical equipment is located in attics; the size of the rough framed opening shall comply with Section M1305.1.3.(o)

(o) Subsection G2415.10 Minimum burial depth. Underground piping systems shall be installed a minimum depth of eighteen inches (18") below grade.

(p) Subsection G2420.5.1 Located within same room, is amended to state: The shutoff valve shall be located in the same room as the appliance. The shutoff valve shall be within 6 feet of the appliance, and shall be installed upstream of the union, connector or quick disconnect device it serves. Such shutoff valves shall be provided with access and such access shall not be located within the firebox of a fireplace. Appliance shutoff valves located in the firebox of a fireplace shall be installed in accordance with the appliance manufacturer's instructions and shall have an additional appliance shutoff valve located outside of the firebox within 6 feet of the appliance.

(q) Section P2602 Individual Water Supply and Sewage Disposal shall be amended by adding the following subsection:

(1) Subsection P2602.1.1 Public sewer. Public sewer shall be considered available to a building when the building is located within three hundred feet (300') of the public sewer.

(~~qr~~) Subsection P2603.6.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen inches (18") below finished grade at the point of septic tank connection. Building sewers shall be a minimum of eighteen inches (18") below finished grade.

(~~rs~~) Subsection P2603.6.1 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

(~~st~~) Section P2905 Materials, Joints and Connections shall be amended as follows:

(1) Subsection Table P2905.4 shall be amended by deleting “copper alloy tubing (type M)”

(2) Subsection P2905.5 shall be amended by adding the following subsection:

(a) Subsection P2905.5.1 Inaccessible water service piping. Inaccessible water service piping installed under concrete slabs shall be installed with no joints under slab. Any material subject to corrosion shall be protected when used in corrosive soils.

(tu) Section P3002 Materials shall be amended as follows:

(1) Subsection P3002.1. Piping within buildings. When ABS or PVC pipe is used for above ground, soil and waste pipe, it shall be schedule 40.

(2) Subsection P3002.1 Piping within buildings, shall be amended by adding the following subsection:

(a) Subsection P3002.1.1 Underground building sanitary drainage and vent pipe. Underground building sanitary drainage and vent pipe shall conform to one of the standards listed in Table 3002.1(2). When ABS or PVC pipe is used for underground building drainage and vent pipe, it shall be schedule 40.

(3) Subsection P3002.2 is amended to state: Building sewer. Building sewer pipe shall conform to one of the standards listed in Table P3002.2. When ABS or PVC pipe less than six inches (6”) in diameter is used it shall be schedule 40. When PVC pipe six inches (6”) or larger is used in an engineered system, designed, sealed and signed by an engineer registered in the State of Oklahoma, it may be schedule 35. Lines less than six inches (6”) in diameter, shall not exceed three hundred feet (300’) in length. Lines six inches (6”) in diameter or larger shall have manholes installed and spaced no further apart than three hundred feet (300’). All sewers shall meet all requirements of Oklahoma Department of Health Engineering Bulletin 0587 and the requirements of the City of Broken Arrow.

(hv) Subsection E3406.3 is amended to state: Minimum size of conductors. The minimum size of conductors for feeders and branch circuits shall be 12 AWG copper. The minimum size of service conductors shall be as specified in Chapter 36. The minimum size of Class 2 remote control, signaling and power-limited circuit conductors shall be as specified in Chapter 43.

(vw) Section E3604 Overhead Service-Drop and Service Conductor Installation shall be amended by adding the following:

(1) Subsection E3604.7 Bracketing prohibited. There shall be no bracketing of wires to the exterior of buildings. Weather heads shall be so located that bracketing will not be necessary. “Bracketing” for the purpose of this section, is defined as the running of open wires along or across the exterior of buildings supported by metal or wood brackets. This provision shall not apply to wires belonging to public utility companies to provide service to buildings existing on the effective date of Ordinance No. 318, from which this section is derived.

(~~w~~x) Section E3702 Branch Circuit Ratings shall be amended by adding the following subsection:

(1) Subsection E3702.14 Special circuits and independent fusing for applicants. The following electrical appliances or devices shall be on special circuits fused independently: Electric ranges, electric dryers, electric bathroom heaters, air conditioners and water heaters. Ovens and surface-mounted cooking units may be placed on the same circuit, but this circuit must be fused independently. Attic fans and furnaces may be placed on the same circuit, but this circuit shall also be fused independently. Disposals and dishwashers may be placed on the same circuit, but this circuit must be fused independently.

(~~\*y~~) Section E3703 Required Branch Circuits shall be amended by adding the following subsection:

(1) Subsection E3703.7 Receptacle and light fixture loading. Branch circuit distribution shall be limited to no more than ten (10) receptacles to a circuit placed not over twelve feet (12') apart, except in kitchens, utility rooms, breakfast rooms and garages, in which there shall be no more than two (2) receptacles to a circuit. There shall be no more than nine (9) light fixtures to a circuit.

**SECTION IV.** Broken Arrow Code Chapter 6, Article XI, Section 6-301, is hereby amended to read as follows:

Sec. 6-300. – Reserved

**Sec. 6-301. - Permit fees.**

(a) *Building permit fees.* The applicant for any building permit required by the building code adopted by section 6-16 shall pay permit fees to the City of Broken Arrow ~~through the city's development services department, which Said fees~~ shall be determined by the square footage of the building area being directly involved in the construction, modification or repair of the building for which the permit is issued. Each separate level of such area, whether subterranean, surface or aboveground, shall be computed in determining the total area.

(b) *Inspection and permit fees.* The fees set out in article XI, section 6-~~300~~ 302, et seq., shall be charged and collected for inspections at the time of permit issuance and inspections shall be made pursuant to the adopted code.

(c) *Oklahoma Uniform Building Code (~~OUBC~~OUBCC) fees.* The fees set out in Oklahoma Uniform Building Commission Act at 59 O.S. §§ 1000.20-1000.29 (the "Act") (HB 1182) shall be charged and collected ~~for permits~~ at the time of permit issuance and shall be made pursuant to the adopted code. This includes a \$4.00 ~~OUBC~~OUBCC fee and a \$0.50 administration fee.

(d) *Payment of permit fees requiring review.* Upon acceptance of an application for a permit, permit-associated required documents and plans shall then be reviewed and upon approval, the applicant shall then be notified that the permit is approved and advised of what remaining fees are due. ~~In order for~~For any permit to be valid, it shall have been paid in full and posted at the job site prior to beginning construction. Payments for permits shall be due upon notification to an applicant that the permit has been approved and is ready for issuance. Any permit not paid for

within 30 days after notification may be deemed void.

(e) *Escrow accounts for payment of fees.* Every general or trade contractor shall be issued an account number at the time of an initial application. This account shall be used to deposit with the city a sum of \$500.00 for trade contractors and \$250 for general contractors and maintain a minimum balance of \$100.00 for trade contractors and \$50 for general contractors to cover any anticipated costs for permits ~~and~~ inspections and penalty fees. Such escrow shall authorize the city to use the funds therein for the payment of any and all permit, inspection, or other fees as set forth in the Code of Ordinances. Such funds shall be held in trust on behalf of the general or trade contractor in a non-interest bearing account. A monthly statement showing all deposits, withdrawals and account balances shall be available to the general or trade contractor.

(f) Automatic fire-extinguishing systems/Fire suppression systems. Automatic fire-extinguishing system/fire suppression system permits shall be required for all new installations and for repairs to existing systems. Fees for permits and inspections shall be as set forth in Article XI, Section VI, Sec. 6-302.

(g) Fire alarm system permits. Fire alarm system permits shall be required for all new installations and for repairs to existing systems. Fees for permits and inspections shall be as set forth in Article XI, Section VI, 6-302.

**SECTION VI.** Broken Arrow Code Chapter 6, Article XI, Section 6-302, is hereby amended to read as follows:

**Sec. 6-302. - Building permit application fees (residential and commercial).**

| Total Area  | Permit Fees |
|---|-------------|
| Less than 200 square feet .....   | \$57.00     |
| 200 square feet to 499 square feet .....  | 86.00       |
| 500 square feet to 999 square feet .....  | 129.00      |
| 1,000 square feet to 1,499 square feet .....                                      | 179.00      |
| 1,500 square feet to 1,999 square feet .....                                      | 229.00      |
| 2,000 square feet to 2,499 square feet .....                                      | 272.00      |
| 2,500 square feet to 2,999 square feet .....                                      | 429.00      |
| 3,000 square feet to 3,499 square feet .....                                      | 500.00      |
| 3,500 square feet to 3,999 square feet .....                                      | 572.00      |
| 4,000 square feet to 4,499 square feet .....                                      | 615.00      |
| 4,500 square feet to 4,999 square feet .....                                      | 679.00      |
| 5,000 square feet or more = the square footage × \$40.75 × 1/3 × 1% plus \$100.00 |             |
| (Square footage × \$40.75 × .33 × 0.01 + \$100.00 = Permit fees).                 |             |

- Room additions and remodels:  $\$3.30 \times \text{est. cost} \times .001 + \$40.75$  or a \$50.00 minimum
- Swimming pools and spas:  $\$3.30 \times \text{est. cost} \times .001 + \$40.75$
- Storage buildings and storm shelters to follow above table (based on sq. ft)
- Retaining wall (3' height or greater): \$50.00
- Fuel tanks (in ground/above ground) installation or removal: \$2.15 per \$1,000 plus \$50
- Canopy, patio covers, and decks: \$0.36 per square foot + \$50.00

Temporary buildings or tents: \$0.36 per square foot + \$50.00\*

\*Maximum fee per tent not to exceed \$143.00

Mobile/Manufactured Homes: \$72.00

Job Trailers: \$72.00

~~Demolition permit~~ **Demolition permit** (residential/commercial) structure: \$72.00

~~Automatic fire-extinguishing system/Fire suppression system permit: \$50.00~~

~~Fire alarm system permit: \$50.00~~

Provisional certificate of occupancy: \$50.00

Work started without a permit: \$100.00 plus permit cost

Building inspection:

Re-inspection (recall) of any work that failed previous inspection \$50.00

Park and recreation fee, per residence, plus \$30.00 per bedroom \$100.00

Sewer tap fees (residential and commercial) \$25.00

Occupational registration fees:

General contractor \$75.00

Electrical contractor \$150.00

Plumbing contractor \$150.00

Mechanical contractor \$150.00

Irrigation contractor \$150.00

Sign contractor \$150.00

See section 6-301(e) for escrow account requirements.

Trade Permits for Residential Construction

| Square foot⇒ | 1000—<br>1499 | 1500—<br>1999 | 2000—<br>2499 | 2500—<br>2999 | 3000—<br>3499 | 3500—<br>3999 | 4000—<br>4499 | 4500 or<br>greater |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------------|
| Trade↓       |               |               |               |               |               |               |               |                    |
| Electric*    | 186.00        | 186.00        | 206.00        | 215.00        | 238.00        | 274.00        | 369.00        | 500.00             |
| Mechanical*  | 82.00         | 82.00         | 144.00        | 144.00        | 206.00        | 206.00        | 267.00        | 267.00             |
| Plumbing*    | 214.00        | 275.00        | 290.00        | 353.00        | 370.00        | 421.00        | 455.00        | 571.00             |
| Fuel Gas*    |               |               |               |               |               |               |               |                    |
| Gas Pipe     | 34.00         | 34.00         | 37.00         | 37.00         | 45.00         | 45.00         | 45.00         | 45.00              |
| Gas Meter    | 21.00         | 21.00         | 21.00         | 21.00         | 21.00         | 21.00         | 21.00         | 21.00              |

\*Indicates permit fee includes all required inspections.

Rejected inspection subject to recall fee as established within this chapter.

Structures over 5,000 square feet may require itemized inspection fees as listed below.

Backflow preventer (replacement or repair) \$50.00

~~Trade permit~~ **Trade permit** (replacement or repair):

Plumbing \$50.00

Electrical \$50.00

Mechanical \$50.00

Building (not specified elsewhere in chapter) \$50.00

Inspections to be billed using the following schedule of itemized inspections:

Electrical inspections:

First 100-amp capacity \$21.00

- Each additional 100-amp capacity \$14.00
- Roughing-in concealed or open work:
- Rough-in inspection \$21.00
- Plus each opening \$0.55
- Circuits added to existing building or structures:
- First added circuit \$21.00
- Each additional circuit \$14.00
- Any motor not included in the schedule of devices:
- First horsepower or fraction thereof \$14.00
- Each additional horsepower or fraction thereof \$2.75\*

\*Note: This fee shall apply to one or more motors at the same location, irrespective of the number of motors inspected.

- Luminous tube signs, border lights or outline lighting, per transformer \$21.00
- Elevators, in addition to fee for motors, each elevator \$21.00
- Rectifiers:
- First 600-watt capacity \$21.00
- Each additional 100-watt capacity \$14.00
- Electrical work done in/on structures composed wholly/partially of canvas \$21.00
- Temporary power connections (saw poles, etc.) \$21.00
- All work, old or new, not covered elsewhere in this schedule \$21.00
- Final inspection \$21.00
- Re-inspection (recall) of work that failed previous inspections \$50.00
- Work started without a permit, \$100.00 plus the cost of the permit~~plus cost of permit \$100.00~~

Plumbing inspections:

- Gas meter \$21.00
- Gas piping per meter \$21.00
- Additional per opening \$2.75
- Sewer connection to riser \$21.00
- Sewer tap \$21.00
- New water connection \$21.00
- Rough plumbing inspection \$21.00
- Top-out inspection \$21.00
- Each fixture after the first three \$2.75
- Backflow preventer \$21.00
- Control valve and head installation when required by inspection division \$21.00
- Final inspection \$21.00
- All work, old or new, not covered elsewhere in this schedule \$21.00
- Re-inspection (recall) of work that failed previous inspections \$50.00
- Work started without a permit, \$100.00 plus the cost of the permit~~plus permit cost \$100.00~~

Mechanical inspections:

- Gas meter \$21.00
- Gas piping, per meter \$21.00
- Additional per opening \$2.75

Heating:

- Each Appliances \$21.00

Ducts, ~~per tripper system-per trip~~ \$21.00

Residential HVAC change-out of furnace, coil, and/or condenser \$21.00 (first system inspection fee is included in permit fee)

Temporary gas service for construction purposes \$21.00

Air compressors and tanks, per receiver \$21.00

Pressure vessels \$21.00

Refrigeration unit, 1½ horsepower to 24 horsepower \$21.00

Refrigeration unit, 25 horsepower to 49 horsepower \$27.00

Refrigeration unit, 50 horsepower to 99 horsepower \$34.00

Refrigeration unit, 100 horsepower and over \$48.00

Hot and/or chilled water piping, per coil \$2.75

Replacement of any major part of a mechanical system \$21.00

Inspections call on work to be concealed, per trip \$21.00

Final inspection \$21.00

All work, old or new, not covered elsewhere in this schedule \$21.00

Re-inspection (recall) of any work that failed previous inspections \$50.00

Work started without a permit, ~~\$100.00 plus the cost of the permit~~ ~~plus permit cost \$100.00~~

Automatic fire extinguishing system inspections:

All work, old or new, not covered elsewhere in this schedule \$21.00

Underground piping \$21.00

Fire suppression underground piping \$21.00

Fire suppression above ground \$21.00

50% installation inspection \$21.00

Final inspection \$21.00

Re-inspection (recall) of any work that failed previous inspection \$50.00

Work started without a permit, \$100.00 plus the cost of the permit

Automatic fire alarm system inspections:

All work, old or new not covered elsewhere in this schedule \$21.00

Final inspection \$21.00

Re-inspection (recall) of any work that failed previous inspection \$50.00

Work started without a permit, \$100.00 plus the cost of the permit

NFPA Life Safety Code 101 inspections for new construction and/or renovations requiring a building permit:

Inspections not covered elsewhere in this schedule \$21.00

Final inspection \$21.00

Re-inspection (recall) of any work that failed previous inspection \$50.00

Work started without a permit, \$100.00 plus the cost of the permit

Miscellaneous development fees:

Water Meter Tap Fees:

| Tap Size (In Inches) | Cost     |  |
|----------------------|----------|--|
| ¾"                   | \$550.00 |  |
| 1"                   | 690.00   |  |
| 1½"                  | 3,180.00 |  |
| 2"                   | 4,365.00 |  |
| 3"                   | 9,305.00 |  |

|    |           |  |
|----|-----------|--|
| 4" | 11,195.00 |  |
| 6" | 13,165.00 |  |

Change of water meter (main line side of street only): Cost of new tap less \$50.00

Additional requirements:

| Tap Size (in inches) | Line Size (in inches) | Inside City Limits |  | Outside City Limits |
|----------------------|-----------------------|--------------------|--|---------------------|
|                      |                       |                    |  | Limits              |
| 2" or smaller on     | 13" and larger        | \$100.00           |  | \$150.00            |
| 3" or larger on      | 13" and larger        | 500.00             |  | 750.00              |
| Any size             | over 24"              | 5,300.00           |  | 7,500.00            |

Street crossing for water meter inside city:

| Line Size | Permit Fees |
|-----------|-------------|
| 1"        | \$265.00    |
| 2"        | 350.00      |

Crossing in rock: \$500.00

Crossing larger than 2": Cost to be reimbursed to the City of Broken Arrow

Main line water connections:

(12" water line on Section Line; 8" water line on 1/2 Section or collector)

Main line water tap \$2,400.00\*

24" water line \$3,500.00\*

\*Unused portion to be refunded

Irrigation permit:

Irrigation ~~installation permit~~ installation permit ~~\$100.00~~ \$50.00

Backflow preventer \$50.00

Sign permits:

Permanent ground sign \$60.00

Wall sign \$40.00

Awnings \$40.00

Projecting sign \$40.00

Mobile ground sign \$48.00

Copy change or remove and re-hang \$25.00

Air-supported balloon \$32.50

Banners \$25.00

Construction sign \$33.00

Balloon \$32.00

Work started without a permit, plus permit cost \$100.00

Miscellaneous permit fees:

Recreational fire No fee

Residential burn permits (less than 5 acres) \$50.00

Burn permit (5 acres or greater) i.e., agricultural ~~N/C~~ \$50.00

Commercial ~~burn permit~~ burn permit ~~\$79.00~~ \$50.00

Commercial fireworks display ~~\$79.00~~ 100.00

Fireworks discharge \$20.00  
Parking lot \$72.00  
Curb cut/street cut \$50.00  
Liquefied petroleum gas equipment \$36.00  
Blasting permit, per day \$36.00

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this ~~4th~~  
\_\_\_\_ day of ~~October~~ \_\_\_\_\_, ~~2011~~ \_\_\_\_\_.

ATTEST:

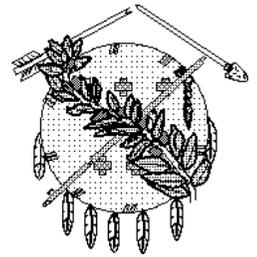
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

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

**Broken Arrow City Council  
Meeting of: 08-07-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** An ordinance amending Chapter 10, Article I, by revising Section 10-1(a), (c) Life Safety Code, Section 10-2(10) Fire Protection Standards, Section 10-2.2(g) Multifamily with sprinkler system, Chapter 10, Article II, by revising Section 10-20(a) Powers and duties of Fire Chief, Sections 10-21-25 Placed in reserve, Section 10-27 Specialized Services; updating (a) Plan review: adding subsection (c) Fire Suppression and Fire Alarm Contractor Registration; adding subsection (d) Permit Required; adding subsection (e) Required Inspections. Chapter 10, Article III Section 10-51.C.2 Permits; repealing all ordinances to the contrary; and declaring an emergency

**Background:** Chapter 10 of the Broken Arrow Municipal Code addresses fire regulations. The revised Fire Code references and plan review processes reflect the same utilized by the State Fire Marshal. The Section of the ordinance relating to the authority of the Fire Chief as the supervisor of a full time paid department is amended to reference the appropriate State statute. All references of a volunteer department within the Ordinance are now removed.

A committee examined the need to improve fire suppression, fire alarm and fire extinguishing enforcement related to commercial construction. These revisions to the Fire Prevention Code will require fire suppression and fire alarm contractor registration; fire suppression and fire alarm permits; approval of related fees; and the requirement for final Fire Code inspections prior to occupancy. The committee also identified the need to incorporate fire suppression/alarm permits, inspections, and related fees, into building permit software program to improve on tracking abilities.

Staff recommends approval of these revisions and adoption to improve the health, safety and welfare of the City and its citizens.

**Cost:** None

**Prepared By:** Steve Jarrett, Deputy Fire Chief

**Reviewed By:** Jeff VanDolah, Fire Chief  
Fire Department  
Development Services Department  
Legal Department

**Approved By:** Russell Gale, Acting City Manager

**Attachments:** Preview Ordinance Chapter 10

**Recommendation:** Preview ordinance and set for adoption

**ACTION: APPROVAL:** \_\_\_\_ **APPROVAL W/ CONDITION:** \_\_\_\_ **DENIAL:** \_\_\_\_ **TABLED:** \_\_\_\_ **VOTE:** \_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**An ordinance amending Chapter 10, Article I, In General, Section 10-1, Life Safety Code adopted; penalty for violation; Section 10-2 Fire Protection standards – Non-sprinklered multifamily residences; Section 10-2.2 Multifamily with sprinkler system; Article II, Fire Department, Section 10-20 Powers and duties of chief; Section 10-22 Requirements for company officers; Section 10-27 Specialized services; Article III Fire Prevention Code, Section 10-51 International Fire Code including Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, and general regulations of explosives; adopted by references; conflicts; amendments; Article IV Explosives, Section 10-76 Discharge of Class 2 explosives; blasting operations; repealing all ordinances to the contrary; and declaring an emergency.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW:**

**SECTION I.** Broken Arrow Code, Chapter 10, Article I, In General, Section 10-1, Life Safety Code adopted; penalty for violation, is hereby amended to read as follows:

**Sec. 10-1. - Life Safety Code adopted; penalty for violation.**

(a) The purpose of this section is to provide, for Broken Arrow, rules and regulations to improve the safety of the public by promoting the control of fire hazards; regulating the installation, use and maintenance of equipment; regulating the use of structures, premises and open areas; providing for the abatement of fire hazards; and setting forth standards for compliance to achieve these objectives. Broken Arrow hereby adopts by reference the 2003-2006 edition of NFPA 101, Life Safety Code, at least one (1) copy of which shall be maintained in the city clerk's office and at least one (1) copy of which shall be maintained in the fire department.

(b) The use of the land or any building by any owner, tenant, or other occupier of such a property, which use is performed in a manner prohibited by the terms of the Life Safety Code, is hereby declared to be unlawful and a Class B offense. Any person convicted for such violation shall be punished as authorized by applicable law. Each day on which such use continues shall be considered a separate offense. The prosecution or lack thereof against the owner or the occupant shall not be deemed to relieve the other person.

(c) The provisions of this Code shall apply to all new structures and their occupancies, including buildings structures, equipment, and related items; and, except as otherwise specified within its own terms, the provisions of this Code shall apply to new construction, existing structures and their occupancies, including buildings, structures, equipment, and related items, that constitute a clear and present hazard to life or property.

**SECTION II.** Broken Arrow Code, Chapter 10, Article I, In General, Section 10-2, Fire protection standards – Nonsprinklered multifamily residents, is hereby amended to read as follows:

**Sec. 10-2. - Fire protection standards—Nonsprinklered multifamily residences.**

The following regulations are hereby adopted as standards for the city in the construction of multifamily residences, in addition to standards prescribed by other ordinances:

- (1) Fire walls shall be constructed so that no more than four residential units per floor shall be between two firewalls or between a firewall and an exterior wall.
- (2) The maximum area between two firewalls or between a firewall and exterior wall shall be no more than 4,000 square feet per floor, with no exceptions.
- (3) All firewalls shall be four-hour-rated walls as tested and listed by Underwriters Laboratories, Inc., and such walls shall be continuous from foundation to two feet, eight inches above the roof surface.
- (4) Each apartment building shall be separated from an adjacent building by not less than 20 feet.
- (5) Any common walkways or ramps between buildings shall be of fireproof construction.
- (6) Fire hydrants in and around the complex shall be placed no further apart than 300 feet or as deemed necessary by the chief of the fire department or the city's consulting engineering firm.
- (7) That water mains and hydrants shall be installed within and around the complex and accepted by the city before any aboveground construction shall be started.
- (8) Streets or driveways within the complex shall be of approved hard surface (asphalt or concrete) and shall be in place before any aboveground construction is started.
- (9) Each residence unit shall be provided with an approved smoke detection device.
- (10) A complete set of building plans shall be submitted to the office of the chief of the fire department at the time ~~of the issuance of a building permit.~~ of application for a building permit.
- (11) When the builder applies for a building permit, he shall be shown a copy of article II of chapter 6 of this Code and a copy of this section and section 10-1 and article III of this chapter.

**SECTION III.** Broken Arrow Code, Chapter 10, Article 1, In General, Section 10-2.2, Multifamily with sprinkler system, is hereby amended to read as follows:

**Sec. 10-2.2. - Multifamily with sprinkler system.**

- (a) Fire and party wall fire resistance ratings shall be as follows:

| Use Group                          | Minimum Fire Resistance Rating (hours) |
|------------------------------------|--|
| R-2, R-3                           | 4                                      |
| A-1, A-2, A-3, A-4, A-5, B, E, F-2 |  |
| H-4, I-1, M, R, S-2                | 2                                      |
| F-1, H-3, I-3, S-1, U              | 3                                      |
| H-2                                | 4                                      |

(b) In occupancies in use group R-2 and R-3 where firewalls are required for building separation, firewalls shall be continuous from the foundation to two feet, eight inches above both adjacent roof surfaces. Where party walls are required in occupancies in use group R-2 and R-3, the walls shall be continuous to the underside of the roof deck in types 3, 4 and 5 construction where all the following conditions are met:

- (1) The wall is properly fire blocked at the roof sheathing or deck.
- (2) The roof sheathing or deck is constructed of approved noncombustible materials or of fire retardant-treated wood, for a distance of four feet (1,219 mm) five-eighths-inch type X gypsum board supported directly beneath the underside of the roof sheathing or deck, using a minimum two-inch ledgers attached to the sides of the roof framing members, for a minimum distance of four feet (1,219 mm) on both sides of the firewall.
- (3) Combustible materials do not extend through the wall.
- (4) The roof covering has a minimum of a class C rating.
- (5) Openings in the roof shall not be located within five feet (1,524 mm) of the firewall.

(c) Each multifamily building shall be separated from an adjacent building by not less than 20 feet.

(d) All dwelling units or guest rooms shall be separated by a fire-rated wall assembly of not less than one-hour (UL rated) wall assembly from noncombustible floor to a one-hour rated roof assembly.

(e) Sprinklers shall be required in all bathroom areas regardless of size.

(f) Each dwelling unit shall have an alarm-notification appliance of an approved type installed in addition to the required smoke detector. This alarm device shall be interconnected with all alarm-notification appliances installed throughout the building and shall be activated by water flow in the sprinkler system.

(g) Fire hydrants in and around the complex shall be placed no further apart than 300 feet and within 100 feet of the Fire Department connection, or as deemed necessary by the chief of the fire department or the city's consulting engineering firm.

(h) The water mains and hydrants shall be installed within and around the complex and accepted by the city before any aboveground construction shall be started.

- (i) Streets or driveways within the complex shall be of an approved hard surface (asphalt or concrete) and shall be in place before any aboveground construction is started.
- (j) The water supply valve to the sprinkler shall be locked in the open position.
- (k) Fire alarm systems and suppression systems shall be checked annually by an Oklahoma state-licensed fire alarm installation company per Oklahoma state regulations.

**SECTION IV.** Broken Arrow Code, Chapter 10, Article II, Fire Department, Section 10-20, Powers and duties of chief, is hereby amended to read as follows:

**Sec. 10-20. - Powers and duties of chief.**

- (a) The chief of the fire department ~~is an officer of the city and he~~ shall be the head of the department and shall have supervision and control thereof, subject to the laws of the state, ordinances of the city and the rules and regulations prescribed in this article.
- (b) The chief of the fire department, or his designee, shall be held responsible for the general condition and efficient operation of the department, the training of members and the performance of all other duties imposed upon him.
- (c) The chief of the fire department, or his designee, may inspect, or cause to be inspected by members of the department, the fire hydrants and other sources of water supply at least once each year.
- (d) The chief of the fire department shall maintain a library or file of publications on fire prevention and fire protection and shall make use of it to the best advantage of all members of the department.
- (e) The chief of the fire department, or his designee, shall make every effort to attend all fires and direct the officers and members of the department in the performance of their duties.
- (f) The chief shall see that the citizens are kept informed on fire hazards in the community and on the activities of the fire department.
- (g) The chief shall see that each fire is carefully investigated to determine its cause, and in the case of suspicion of incendiarism, shall notify proper authorities and secure and preserve all possible evidence for future use in the case.
- (h) The chief may assign one or more fire department personnel to serve as peace officers of the City of Broken Arrow, Oklahoma, whose duties are to make investigations of arson or conspiracy to defraud in connection with fire. This assignment shall be in addition to their normal firefighting duties. As supplemental duties, these peace officers may preserve the public peace, protect life and property, prevent crime, and enforce the state law and municipal ordinances concerning fires, combustion in any form, explosions and potentially explosive devices, air quality standards, and all statutes and ordinances designed to prevent or otherwise

regulate fires and the problems normally associated therewith. These supplemental enforcement duties specifically include, but are not limited to, enforcement of the electrical code, provisions regulating gas piping, and chapter 3, chapter 6 and chapter 10 of the Broken Arrow Code. These enforcement duties specifically include any authority a certified law enforcement officer (police officer) has in the discharge of their duties as an officer and shall include but not be limited to having the authority to detain, interrogate or arrest any person while in the discharge of their duties as a law enforcement officer. The city manager, acting through his designee, may authorize such peace officers to carry handguns under appropriate regulations and after necessary training.

**SECTION V.** Broken Arrow Code, Chapter 10, Article II, Fire Department, Section 10-22, Requirements for company officers, is hereby amended to read as follows:

**Sec. 10-22. - ~~Requirements for company officers.~~ Reserved.**

~~The company officers of the fire department shall be selected upon their ability to meet the following requirements:-~~

- ~~(1) Their knowledge of fire fighting;~~
- ~~(2) Their ability to lead men; and~~
- ~~(3) Their knowledge of fire fighting equipment.~~

**SECTION VI.** Broken Arrow Code, Chapter 10, Article II, Fire Department, Section 10-27, Specialized services, is hereby amended to read as follows:

**Sec. 10-27. - Specialized services.**

(a) *Plan review.* The fire department shall review all plans for the International Fire Code, NFPA Life Safety Code, Automatic Fire Alarm System, and fire alarm systems and for all fire suppression systems all Automatic Fire Extinguishing Systems that are hereafter proposed for construction within the city, and shall receive a fee as set by the city manager in the fee schedule. One (1) set of plans for NFPA Life Safety Code and three (3) sets of plans for Automatic Fire Alarm and Automatic Fire Extinguishing Systems will be provided to the Fire Chief for review and approval.

(b) *HazMat cleanup.* The fire department shall receive payment from the person or entity that caused a spill of hazardous material to cover the costs of the cleanup. If the person that caused the spill is unknown or for any other reason fails to make payment, then the fee will be charged to and collected from the owner of the property on which the cleanup work was performed or the property immediately protected by the cleanup work. The fee shall be set by the city manager.

(c) Contractor Registration. All Automatic Fire-Extinguishing System and Automatic Fire Alarm System Contractors shall register with the City of Broken Arrow prior to performing any fire extinguishing/alarm system work. Registration shall be in accordance with the provisions of general contractors as listed in Chapter 6, including escrow accounts.

(d) A permit shall be obtained prior to commencing any work on new existing Automatic Fire-Extinguishing or Automatic Fire Alarm systems and all associated fees shall be paid prior to the issuance of said permit, in accordance with Chapter 6, Article XI.

(e) All required inspections shall be performed by the Fire Marshal and shall receive approval prior to activating an Automatic Fire Alarm or Automatic Fire-Extinguishing system. Fees for the inspections shall be in accordance with Chapter 6, Article XI.

**SECTION VII.** Broken Arrow Code, Chapter 10, Article III, Fire Prevention Code, Section 10-51, International Fire Code including Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, and general regulations of explosives; adopted by reference; conflicts; amendments, is hereby amended to read as follows:

**Sec. 10-51. - International Fire Code including Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, and general regulations of explosives; adopted by reference; conflicts; amendments.**

(a) That certain document, a copy of which is on file in the office of the city clerk, and additional copies of which are on file with the fire department, being marked and designated as the 2006 International Fire Code including Appendices B, C, D, E, F, G and general regulations of explosives as published by the International Code Council, Inc., is hereby adopted as the Fire Prevention Code of the City of Broken Arrow, Oklahoma, and should be used for the control of buildings and structures herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Fire Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this section with the additions, insertions, deletions and changes as provided in paragraph (c) of this section.

(b) In the event of any conflict between any provision of the Fire Prevention Code adopted by this section and any other provision of this Code of Ordinances, the latter provision shall control.

(c) The Fire Prevention Code adopted in subsection (a) is hereby amended as follows:

1. *Subsection F-101.1* is amended by inserting the phrase "the City of Broken Arrow, Oklahoma," in lieu of the phrase "[name of jurisdiction]."
2. *Subsection F-105 Permits* required as set out in the Broken Arrow Code, Chapter 6, Article XI, Section 6-~~300~~301, et seq.

**SECTION VIII.** Broken Arrow Code, Chapter 10, Article IV, Explosives, Section 10-76, Discharge of Class 2 explosives; blasting operations, is hereby amended to read as follows:

**Sec. 10-76. - Discharge of Class 2 explosives; blasting operations.**

(a) It shall be unlawful for any person to use or discharge any Class 2 explosives within the corporate limits of the city, except in connection with blasting operations or demolitions.

(b) No person shall blast or carry on any blasting operations without first having obtained a permit from the city manager. The applicant for such permit must file a surety bond deemed adequate in each case, which bond shall become available for the payment of any real and actual damages arising from the blasting or from the neglect of the applicant or his agents or employees. The amount of the bond shall not limit the liability of the principal.

(c) The applicant for permit under this section shall present a plan showing the location and expected time of blasting, size of charge, type of explosive and any other information pertaining to the blasting operation deemed necessary by the chief of the fire department and shall pay a fee as set out in the Broken Arrow Code, chapter 6, article XI, section 6-~~300~~301 et seq.

(d) All blasting shall be blanketed with mats, wire, mesh, dirt or other material to prohibit any debris or material from being discharged into the air.

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

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

**PASSED AND APPROVED** and the emergency clause ruled upon separately this \_\_\_\_ day of August, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

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