

**BROKEN ARROW CITY COUNCIL  
AGENDA  
COUNCIL CHAMBERS  
220 SOUTH FIRST STREET  
BROKEN ARROW, OKLAHOMA 74012  
January 3, 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 December 20, 2011
  - B. Acceptance of minutes of the Planning Commission meeting held December 15, 2011
  - C. Approval of a Workers' Compensation Order for David Goetzcke a Development Services Department employee.
  - D. Approval of the TIF Application as recommended by the Downtown Advisory Board
  - E. Approval of bids received, award the most advantageous bid and authorization to execute a construction contract for the Sieling Park Drainage Improvements, a project funded by a Tulsa County Community Development Block Grant (CDBG) Project
  - F. Approval of bids received and award of the most advantageous bid to Yellowhouse Machinery Co. for one tracked excavator for the Street Department
  - G. 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
  - H. Approval of BAZ 1871, 9.91 acres, A-1 and /A-RE to R-2, south of Jasper Street (131st Street), one-quarter mile east of 9th Street (Lynn Lane/177th East Avenue).
  - I. Approval of SP 240A, CARD Head Start, 3.98 acres, 1 lot, R-2/SP 240, south and east of the southeast corner of Houston Street (81st Street) and Elm Place (161st East Avenue)
  - J. Approval of Final Acceptance for the Public Improvement for Gentling Dental, located at 1100 E. Lansing Ave.
  - K. Acceptance of a Utility Easement and Deed of Dedication located in a tract of land belonging to Harley R. and Carolyn G. Keele, an unplatted property approximately one-eighth mile east of 9th Street (Lynn Lane Road), and just south of Jasper Street (131st Street South), Broken Arrow (NW/4 Section 12, T17N, R14E) (BOA-699)
  - L. Acceptance of a Utility Easement located in a tract of land belonging to Indian Nations Council, BSA, an unplatted property approximately one-half mile east of 23rd Street (193rd East Avenue), and just north of New Orleans Street (101st Street South), Broken Arrow (SW/4 Section 19, T18N, R15E)

M. Acceptance of a Utility Easement located in a tract of land belonging to Marcella S Giles and Wynema L. Capps, an unplatted property on the south west corner of Olive Avenue (129th East Avenue) and Florence Avenue, City of Broken Arrow, Tulsa County, State of Oklahoma (111th East Avenue) (S32 T18N R14E)

N. Approval of the Claims List

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

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

A. Consideration and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive

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

**9. General Council Business**

A. Consideration and possible approval of a Request to Waive Competitive Bidding and Authorize INCOG to Purchase Equipment, Software and Services from Harris Corporation with Grant Funding from the FEMA Homeland Security Grant Program

B. Consideration and possible approval of Resolution No. 724, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances

C. Consideration and possible approval to enter into negotiations with the Broken Arrow Economic Development Corporation (BAEDC) for a contract for expert assistance in updating the Downtown Master Plan, preparation of a Downtown Economic Development Plan and initial implementation of both plans to be included in the contract

D. Receive and discuss update on Tax Increment Financing (TIF) Fund Expenditure Process

E. General Fund Financial Presentation for the five months ending November 30, 2011

F. Consideration of and possible approval of budget preparation parameters for the General Fund for Fiscal Years 2013 and 2014

G. Consideration of and possible approval of preliminary General Fund Emergency Reserve Fund Balance Levels for Fiscal Years 2013 and 2014

H. Consideration and possible approval of personnel guidelines for Fiscal Year 2012-2013 and FY 2013-2014, to include, but not be limited to, an increase in the number of funded positions, budget for general wage increase and budget for step increases

I. Consideration of and possible approval of Sales Tax Capital Improvement Fund Spending Priorities for Fiscal Years 2013 and 2014

J. Consideration of, possible approval of and authorization to execute the First Amendment to Employment Agreement with David L. Wooden

**10. City Manager's Report**

A. None

**11. Preview Ordinances**

A. None

**12. Ordinances**

A. None

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

**14. Executive Session** for the purpose of confidential communications, and specifically settlement negotiations, (and taking appropriate action, including authority to settle, in open session) between the City Council, the City Manager, and the City Attorney for the purpose of discussing Robert Baird v. City of Broken Arrow, Workers' Compensation Court Case Number 2010-12406L, 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 to matters relevant to the City Council's business*

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

Exhibits, petitions, pictures, etc., presented to the authority 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**  
**December 20, 2011**  
**6:30 PM**

**1. Call to Order**

**Section Minutes:** Mayor Lester called the meeting to order at approximately 6:30 p.m.

**2. Invocation**

**Section Minutes:** Chaplain Rick Manganero delivered an invocation.

**3. Roll Call**

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

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

**Section Minutes:** Boy Scout Troop 920 was present and led the Pledge of Allegiance to the Flag.

**5. Consideration of Consent Agenda**

**Section Minutes:** Mayor Lester asked if there were any items to be removed from the Consent Agenda. There being none, he asked for a motion.

<b>Motion:</b>	<b>Move to approve the Consent Agenda as presented</b>
<b>Motion by:</b>	Richard Carter
<b>Second by:</b>	Johnnie Parks
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

- A. Approval of the meeting minutes of December 6, 2011
- B. Acceptance of minutes of the Planning Commission meeting held November 17, 2011
- C. Approval of and authorization to execute Budget Amendment Number 6 for Fiscal Year 2011-2012
- D. Approval of and authorization to execute an Intergovernmental Agreement with OWRB for Broken Arrow Creek Master Drainage Plan
- E. Approval of a Workers' Compensation Order for Ricky Barnett a former Police Department employee
- F. 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
- G. Approval of and authorization to execute a Use Agreement with the Broken Arrow Adult Softball Association (BAASA) for use of the Al Graham Adult Softball Fields at the Indian Springs Sports Complex

- H. Approval of and authorization to execute a Use Agreement with the Broken Arrow Girls Softball League (BAGSL) for use of the Youth Softball Fields at the Central Park Softball Complex and Arrowhead Park Softball Complex
- I. Approval of and authorization to execute a Use Agreement with the Broken Arrow Youth Baseball Association (BAYBA) for use of the Youth Baseball Fields at the Indian Springs Sports Complex
- J. Approval of and authorization to execute the Clinical Rotation Agreement with Tulsa Technology Center
- K. Approval of and authorization to execute a professional services agreement with Tripp Davis and Associates for design and construction oversight of Battle Creek Golf Course Bunker Renovation
- L. Approval of bids received and award of the most advantageous bid to Frontier International for the purchase of one dump truck for the Street Department
- M. Approval of SP 258, Southpark Assembly of God, 5.00 acres, 1 lot, A-1, north of the Creek Turnpike, west of Elm Place (161st E. Avenue) at 5850 South Elm Place
- N. Approval of Final Acceptance for the Public Improvement for MidFirst Bank at Florence, located at 4802 S Elm Place
- O. Approval of the Claims List

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

**Section Minutes:** There were no items removed from the Consent Agenda.

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

- A. Approval of and authorization for the Mayor to accept incentive funds from PSO for energy efficient upgrades made under PSO's Model Cities Program

**Item Minutes:** City Manager, Mr. Dave Wooden stated that the Model Cities Program is designed for incorporated cities and local governments that receive retail electric service from PSO, and the program provides incentives for the installation of energy efficient electrical equipment. Mr. Wooden said the City qualified for incentives from PSO this year by replacing three HVAC units and upgrading 414 florescent light fixtures with 1,532 bulbs in ten City facilities to energy efficient standards. He stated that these improvements along with the LED light project will reduce City energy consumption to an equivalent reduction in the City's electric bill of approximately \$20,179.46 annually. Mr. Rick Baker of PSO was present and announced that the City was receiving incentive funds for the completion of these projects in the amount of \$26,931.91

<b>Motion:</b>	<b>Move to approve and authorize the Mayor to accept incentive funds from PSO</b>
<b>Motion by:</b>	Jill Norman
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

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

**Section Minutes:** Mayor Lester stated that the speakers would address the matter of a casino in Broken Arrow. He said that the Council would take comments and will try to address citizens' concerns although he did not know what the next step would be as yet. The Mayor said that he did know that the property was Indian restricted land as given to the Burgess family through the Dawes Commission, and that the City has no jurisdiction. Mayor Lester said that the City will try to obtain some answers to assure that citizens' concerns were being addressed. Mayor Lester added that Vice Mayor Thurmond spoke with Congressman Sullivan's office.

Vice Mayor Thurmond said that he spoke to staff in Congressman Sullivan's office, and they had spoken to the Creek Nation. The Vice mayor said that Congressman Sullivan' staff recommended that concerned citizens call their office.

The Mayor called Ms. Lori Pettus to address Council. Ms. Pettus stated that she was very concerned to learn that an Indian gambling casino was being constructed in Broken Arrow at Olive and 111th Street. She stated her concerns that casinos bring criminal elements to the area, that there would be a school built down the street and that unknown sources were bankrolling the casino. She stated that she was opposed to the casino, and requested that the City take a stand against the construction of a casino in Broken Arrow.

Mr. Jared Cawley addressed Council to express his opposition to the casino. He stated that he lived in Birchwood addition and that the casino would be right down the street from his home. Mr. Cawley said that he had a specialty in Indian law and offered his services pro bono to the City. He stated that the City was not helpless and there were things the City could investigate in order to determine the legality of the casino location, including contacting the Bureau of Indian Affairs.

Mr. Robert Martinek addressed Council stating that he lived in the Pecan Grove addition up the road from the proposed casino site. He said that he appreciated the Council hearing citizens' comments and that he agreed with the previous speakers. Mr. Martinek stated that he believed the casino would have an adverse impact on property values as well as tax revenues since a casino would not generate tax revenues for the City; and, that the casino would increase operating costs for the City which would have to provide services such as fire, police and city sewer to a non-taxpaying property. He requested that the Mayor and City Council do everything in their power to investigate the legality of what this tribe wants to do.

Mayor Lester said he appreciated everyone's comments and that the City will move forward to obtain some answers and to assure that citizens' concerns are being addressed; and, he said that he or someone from the City would be in touch. Mr. Wooden said there was one more speaker. The Mayor called Mr. Scott Krause.

Mr. Scott Krause addressed Council stating that he lived about 600 yards from the proposed casino, and that he was a former president of his neighborhood association. He said that he contacted his attorney and that his attorney suggested some questions for Mr. Krause to pose to the City Attorney. Mr. Krause said that the questions were:

1. Has the City Attorney contacted the Bureau of Indian Affairs regarding the legality of the Kialegee Tribal Town leasing land for the purpose of using it for class three gaming;
2. Does the tribe have the right to put gaming on land they do not own;
3. When was the City or a representative of the City first contacted;
4. Is the City of Broken Arrow obligated to provide water, sewer, police, and fire service to this land that does not pay taxes; and, he asked for a motion from the Council that the activities cease and desist.

Mr. Krause asked that the City Attorney look into and respond to these questions.

Mayor Lester said someone from the City would be in touch.

Mayor Lester suggested a two minute recess in order for those in attendance to exit the room if they did not wish to stay for the remainder of the meeting.

<b>Motion:</b>	<b>Move to take a two minute break</b>
<b>Motion by:</b>	Richard Carter
<b>Second by:</b>	Johnnie Parks
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

Mayor Lester reconvened the regular meeting.

## 9. General Council Business

- A. Consideration and possible approval of Resolution Number 723, a resolution in support of the Coalition of Tulsa Area Government's 2012 Legislative Slate

**Item Minutes:** Mr. Wooden explained that the Coalition of Tulsa Area Governments (CTAG) has representatives from the cities of Glenpool, Jenks, Mannford, Owasso, Tulsa, Sand Springs, Skiatook, Bixby, Collinsville and Claremore, Tulsa County and INCOG. He stated that on December 9, 2011, CTAG adopted their 2012 Legislative slate of issues for 2012 and, that Resolution 723 expresses City Council's support for the 2012 CTAG Legislative Slate.

<b>Motion:</b>	<b>Move to approve Resolution Number 723</b>
<b>Motion by:</b>	Craig Thurmond
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

Mr. Wooden asked that Item 9B and 9C be tabled until after the Broken Arrow Municipal Authority (BAMA) meeting.

<b>Motion:</b>	<b>Move to table Items 9B and 9C until after the Broken Arrow Municipal Authority meeting</b>
<b>Motion by:</b>	Richard Carter
<b>Second by:</b>	Jill Norman
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

Following the Broken Arrow Municipal Authority meeting, Council returned to Items 9B and 9C.

- B. Consideration and possible approval of Resolution Number 727, a resolution approving action taken by the Broken Arrow Municipal Authority authorizing the issuance of its promissory note in the principal amount of \$35,000,000 to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement between the City and the Authority and containing other provisions relating thereto

**Item Minutes:** Mr. Wooden stated that the City must approve any debt incurred by the Broken Arrow Municipal Authority (BAMA) and that Resolution Number 727 approves the action taken by BAMA under Resolution Number 725.

<b>Motion:</b>	<b>Move to approve Resolution Number 727</b>
<b>Motion by:</b>	Johnnie Parks
<b>Second by:</b>	Jill Norman
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

- C. Consideration and possible approval of Resolution Number 728, a resolution approving action taken by the Broken Arrow Municipal Authority authorizing the issuance of its promissory note in principal amount not to exceed \$30,000,000 to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement between the City and the Authority and containing other provisions relating thereto

Mr. Wooden stated that the City must approve any debt incurred by the Broken Arrow Municipal Authority (BAMA), and that Resolution Number 728 approves the action taken by BAMA under Resolution Number 726.

<b>Motion:</b>	<b>Move to approve Resolution Number 728</b>
<b>Motion by:</b>	Jill Norman
<b>Second by:</b>	Johnnie Parks
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

- D. Consideration, possible approval and authorization for staff to present a plan to provide for a change in refuse service to a volume-based program with provisions to include single stream recycling when facilities for single stream recyclables become available

**Item Minutes:** Mr. Wooden said that General Services' staff conducted a study of the City's refuse service with the goal of taking a good look at our current service and other types of collection services that promote recycling. Mr. Wooden said that a cart based system appears to be the best means by which this can happen because a cart system can prepare the City for city wide recycling in the future. Mr. Wooden said that changing the current sanitation system will most likely result in considerable comments from the citizens of Broken Arrow, and added that before selection of a final program, the staff recommends that the City conduct meetings in each ward to discuss the issue. He said the staff recommends the following steps be taken to ensure that the citizens have an opportunity to comment on the proposal:

1. In February 2012, the City staff will present a proposal based on City Council direction.
2. In March 2012, the City staff will post on electronic media the proposed changes to the sanitation system.
3. In April and May 2012, the City will conduct ward meetings to obtain citizen input.
4. In June 2012, the Staff will present the final plan to the City Council for review and approval.

Mr. Wooden requested that Council direct staff to prepare a refuse collection plan based on:

1. Cart based system
2. Use based charges
3. Once a week pickup
4. Single stream recycling as soon as possible
5. Transition to a fully automated system as soon as feasible

Councilors Parks and Carter, and Vice Mayor Thurmond stated their support of this item and of moving toward a recycling system.

## 10. City Manager's Report

**Section Minutes:** There was no City Manager's report.

## 11. Preview Ordinances

**Section Minutes:** There were no preview ordinances. No action was required or taken.

## 12. Ordinances

- A. Ordinance No. 3178 - An ordinance amending Chapter 15, Nuisance Code, Section 15-1, Nuisance Code, Section 15-2, Abatement generally, 15-3, Abatement of graffiti, 15-4, Abatement of dilapidated buildings or structures, Section 15-5, Boarding and securing dilapidated buildings, Section 15-6, Abandoned, inoperable or junked vehicles, Section 15-7, Emergency Abatement, Section 15-8 Penalty, Section 15-9, Exceptions, Section 15-10, State law references, and Sections 15-11 through 15-43 Reserved, Section 15-44, Adopted, and Section 15-45 Amendments, of the Broken Arrow Code and specifically by correcting misspellings and including better nuisance definitions; and adopting the 2009 International Property Maintenance Code as the Property Maintenance and Existing Structures Code; repealing all ordinances to the contrary; and declaring an emergency

**Item Minutes:** Mr. Wooden reviewed the background as presented in the Agenda Fact Sheet. He said the proposed revisions to Chapter 15 of the Municipal Code are minor, and they include refining public nuisance definitions, which will provide greater clarity for staff and citizens; and, it adopts the 2009 International Property Maintenance Code.

<b>Motion:</b>	<b>Move to adopt Ordinance 3178</b>
<b>Motion by:</b>	Johnnie Parks
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

<b>Motion:</b>	<b>Move to approve the Emergency Clause for Ordinance 3178</b>
<b>Motion by:</b>	Richard Carter
<b>Second by:</b>	Jill Norman
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

- B. Ordinance No. 3195 - An Ordinance amending Chapter 2, Administration, Article IX, Employee Rules and Regulations, Section 2-165 of the Broken Arrow Code pertaining to Department Director evaluation and compensation and specifically removing the Assistant City Manager from the scope of this Ordinance, the integration of base salary increases for Department Directors, elimination of wage increases for based on a percentage and providing for longevity; repealing all ordinances to the contrary; and declaring an emergency

**Item Minutes:** Mr. Wooden stated that at the December 6, 2011 Council meeting, Council approved a new Compensation Plan for the Department Directors. He said that the revisions to the ordinance include elimination of the maximum eight percent wage adjustment and provide for base salary increases in the form of step raises for Department Directors whose performance is evaluated as consistently competent; and, that revisions also include elimination of the Assistant City Manager position, reference to Section 2-166 of the Code and reinstatement of the longevity benefit.

<b>Motion:</b>	<b>Move to adopt Ordinance 3195</b>
<b>Motion by:</b>	Jill Norman
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

<b>Motion:</b>	<b>Move to approve the Emergency Clause for Ordinance 3195</b>
<b>Motion by:</b>	Johnnie Parks
<b>Second by:</b>	Jill Norman
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

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

**Section Minutes:** There were no remarks or inquiries by Governing Body Members.

At approximately 7:08 p.m., Mayor Lester asked for a motion to recess in order to enter into the Broken Arrow Municipal Authority and the Broken Arrow Economic Development Authority meetings.

<b>Motion:</b>	<b>Move to recess to enter into the Broken Arrow Municipal Authority meeting and the Broken Arrow Economic Development Authority meeting</b>
<b>Motion by:</b>	Craig Thurmond
<b>Second by:</b>	Johnnie Parks
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

Mayor Lester reconvened the regular session of the City Council at approximately 7:15 p.m.

Mayor Lester said Council would now return to Items 9B and 9C which were tabled earlier until the completion of the Broken Arrow Municipal Authority meeting.

Following consideration of Items 9B and 9C, the Mayor asked for a brief recess to clear the room prior to entering into Executive Session.

<b>Motion:</b>	<b>Move to recess prior to entering into Executive Session</b>
<b>Motion by:</b>	Craig Thurmond
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

Mayor Lester reconvened the regular session at approximately 7:25 p.m.

<b>Motion:</b>	<b>Move to find that Executive Session is necessary to discuss the Workers' Compensation case of Steven Breeckner as disclosure in open session would impair the ability of the Council to process the litigation in the public interest</b>
<b>Motion by:</b>	Craig Thurmond
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

<b>Motion:</b>	<b>Move to go into Executive Session to discuss the item set out in the Agenda</b>
<b>Motion by:</b>	Craig Thurmond
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

14. **Executive Session** for the purpose of confidential communications, and specifically settlement negotiations, (and taking appropriate action, including authority to settle, in open session) between the City Council, the City Manager, and the City Attorney for the purpose of discussing Steven Joseph Breeckner II v. City of Broken Arrow, Workers' Compensation Court Case Number 2011-07474Y, 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.

**Section Minutes:** Mayor Lester reconvened the regular session of the City Council at 7:28 p.m. and the room was opened for those in attendance. The Mayor asked if there were any motions.

<b>Motion:</b>	<b>Move to authorize the City's Workers' Compensation attorney to settle the Breeckner case for the sum of \$40,000.00.</b>
<b>Motion by:</b>	Craig Thurmond
<b>Second by:</b>	Richard Carter
<b>Ayes:</b>	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
<b>Nays:</b>	None

15. **Adjournment**

The meeting adjourned at approximately 7:19 p.m.

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

**Attest:**

\_\_\_\_\_  
Mayor

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

**CITY OF BROKEN ARROW  
MINUTES OF THE  
REGULAR MEETING OF THE  
PLANNING COMMISSION  
December 15, 2011**

The Planning Commission agenda for this meeting was posted on December 7, 2011, at 10:00 a.m. on the City Hall Bulletin Board, 220 South First Street, Broken Arrow, Oklahoma.

1. The Broken Arrow Planning Commission met on Thursday, December 15, 2011, at 5:00 p.m. The meeting was called to order by Chairperson Fred Dorrell.

2. Roll call:

Present: Fred Dorrell, Chairperson  
Ricky Jones, Vice Chairperson  
Jack Keeling, Commission Member  
Glenn Shaw, Commission Member  
Lee Whelpley, Commission member

Absent: None

Staff Present: Trevor Dennis, Asst City Attorney  
Michael Skates, Development Services Director  
Farhad K. Daroga, City Planner  
Brent Murphy, Asst City Planner  
Joyce Snider, Admin Asst  
Jeff Westfall, Development Services Engineer  
Larry Curtis, Planning Intern

3. **OLD BUSINESS**

4. **CONSENT AGENDA**

The Commission considered the Consent Agenda. Brent Murphy reviewed the Consent Agenda items. Fred Dorrell explained that the Consent Agenda would be considered by one motion and asked if anyone wished to discuss this item. Staff said Item No. 4C needs to be considered separately, as the applicant has requested that this item be continued as well as BAZ 1870.

**Motion** by Ricky Jones to approve the Consent Agenda as recommended by Staff. The motion was seconded by Jack Keeling.

Yes: Whelpley, Shaw, Keeling, Jones, Dorrell

No: None

**Motion Approved**

- A. Minutes, Planning Commission meeting held November 17, 2011. The minutes were approved as presented.

- B. ST11-120, Battle Creek Veterinary Clinic, 1.89 acres, 1 lot, PUD 209/CH, one-quarter mile south of Omaha Street (51st Street), west of Aspen Avenue (145th East Avenue). The applicant was not present. This item was approved as recommended by Staff.
- C. BAL 1010, Gaylor Lot Split, 1.98 Acres, A-1, one-third mile south of Kenosha Street (71st Street), east of Evans Road (225th East Avenue at 7401 South 225th East Avenue). The applicant was not present. This item was removed from the consent agenda to be considered separately.
- D. BAL 1011, Keele Lot Split, 9.91 Acres, A-1 and A-RE, south of Jasper Street (131st Street), one quarter mile east of 9th Street (Lynn Lane/177th East Avenue). The applicant was present. This item was approved as recommended by Staff.

**5. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**

- 5A. The Commission considered BAL 1010, Gaylor Lot Split, 1.98 Acres, A-1, one-third mile south of Kenosha Street (71st Street), east of Evans Road (225th East Avenue) at 7401 South 225th East Avenue. The applicant had requested that this item be continued. The applicant was not present. Two owners of nearby property were present.

**Motion** by Jack Keeling to continue BAL 1010 to the meeting of January 26, 2011. The motion was seconded by Glenn Shaw.

Yes: Whelpley, Shaw, Keeling, Jones, Dorrell

No: None

**Motion** Approved

**6. PUBLIC HEARINGS**

- 6A. The Commission considered BAZ 1870, 1.98 acres, A-1 to R-2, one-third mile south of Kenosha Street (71st Street), east of Evans Road (225th East Avenue) at 7401 South 225th East Avenue. Brent Murphy said BAZ 1870 is associated with BAL 1010; the lot split continued to January 26<sup>th</sup> and recommended that BAZ 1870 be continued to January 26, 2012. The applicant was not present. Two owners of nearby property were present.

**Motion** by Jack Keeling to continue BAZ 1870 to the meeting of January 26, 2012. The motion was seconded by Lee Whelpley.

Yes: Whelpley, Shaw, Keeling, Jones, Dorrell

No: None

**Motion** Approved

- 6B. The Commission considered BAZ 1871, 9.91 acres, A-1 and /A-RE to R-2, south of Jasper Street (131st Street), one-quarter mile east of 9th Street (Lynn Lane/177th East Avenue). Brent Murphy presented the background saying BAZ 1871 is a request to rezone 9.91 acres from A-1 to R-2. This property is nearly one half mile in length, but varies in width from 35 feet to approximately 400 feet. On November 14, 2011, the Board of Adjustment approved BOA 699, granting a variance for this property that reduced the minimum lot frontage requirement along Jasper Street to 35 feet. The south part of the property is located in the 100-year floodplain of Broken Arrow Creek.

6B. continued

Mr. Murphy said the applicant is proposing to sell the property to two different individuals who want to construct single family detached structures. BAL 1011, a request for a lot split that will divide the parcel into two lots, has been submitted in conjunction with this rezoning request.

The property is designated as Level 2 and Greenway/Floodplain in the Comprehensive Plan. R-2 zoning is in conformance with the Comprehensive Plan in Level 2. FD is the appropriate zoning for property located in the 100-year floodplain. Based on the Comprehensive Plan, the location of the property, and surrounding land uses, Staff recommends BAZ 1871 be approved. The Zoning Ordinance requires any changes in zoning to be approved, subject to the property being platted. Staff recommends that platting be waived, provided right-of-way (50 feet) and utility easement (17.5 feet) are provided in accordance with the Subdivision Regulations by separate instrument along Jasper Street. In addition, applicant shall provide a legal description for the 100-year floodplain area. Property located within the 100-year floodplain shall be designated FD, while property located outside the floodplain shall be zoned R-2.

Harley Keele, the applicant, 515 Fairway Circle, Broken Arrow, said he is in agreement with the Staff recommendations.

Michael Ford, 2404 South Willow, Broken Arrow, said he has a contract on the property that is near the middle of the tract with a 6,000 square foot house on it and he may be interested in a dual use on the property. He said he may wish to use his property as a bed and breakfast or some type of informational services and his concern that the uses he desires for his property are not limited by this application. Farhad Daroga said the zoning request is on Mr. Keele's property going from Agriculture to Residential. The Planning Commission cannot take action on Mr. Ford's property or other potential changes, and asked if Mr. Ford is saying that he wants bed and breakfast at some time in the future. Mr. Ford said he would like to do that in the future and if this property is changed to R-2, he wants on the record the potential that he can do something with his property and not be restricted by the R-2 zoning on this application. Mr. Daroga explained that Mr. Ford would need to rezone his property if he wants commercial use and that area is designated Level 2 in the Comprehensive Plan for single family residential use only. Discussion followed and Mr. Ford said their particular concern is that roads not be built that would limit his use of his property. Mr. Daroga explained the access situation.

There were no protestants present. However, there were three interested people present.

**Motion** by Glenn Shaw to recommend approval of BAZ 1871 as recommended by Staff. The motion was seconded by Lee Whelpley.

Yes: Whelpley, Shaw, Keeling, Jones, Dorrell

No: None

**Motion Approved**

Fred Dorrell said BAZ 1871 will be considered by the City Council in their meeting of January 3, 2012, at 6:30 p.m.

- 6C. The Commission considered SP 240A, CARD Head Start signs, 3.98 acres, 1 lot, R-2/SP 240, south and east of the southeast corner of Houston Street (81st Street) and Elm Place (161st East Avenue). Brent Murphy presented the background, saying SP 240A is a request for a Specific Use Permit for two signs, of which one will be an electronic message sign. The property is zoned R-2/SP 240. SP 240, a Specific Use Permit for the CARD Head Start program, was approved by the City Council on August 17, 2010.

Mr. Murphy said that in residential districts, signs are limited to 32 square feet in size and 8 feet in height. Institutional uses such as educational, religious, or charitable institutions in residentially zoned areas, through a specific use permit, can request to have signs that would be in accordance with the commercial sign standards with the approval of a Specific Use Permit by the City Council. Illumination is to be by constant light.

Mr. Murphy said, with SP-240A, applicant is requesting two signs. One of the signs is proposed to be 10 feet in height and contain just over 32 square feet. This sign is proposed to be located 75 feet east of the centerline of Elm Place, which is to the west of this property. The other sign is proposed to be an electronic message board, but this sign will be located adjacent to the southwest corner of the existing building. This sign will be visible primarily only to parents and visitors to the CARD Head Start program and will be facing west toward the commercial uses.

Mr. Murphy said, based on the Comprehensive Plan, the location of the property, and surrounding land uses, Staff recommends that SP-240A be approved as listed in the Staff report. Since right-of-way and utility easements were dedicated with SP-240, Staff recommends that platting be waived. He said the Zoning Ordinance states that sign illumination is to be by constant light. Staff recommends that the electronic message board proposed by the applicant, which will be located next to the southwest corner of the building, be allowed as shown. This sign, which will face west towards commercial property and is over 300 feet from any residential property, will be visible primarily only to parents and visitors to the CARD Head Start program.

Regarding the sign adjacent to Elm Place, Staff recommends it be approved subject to the sign being located at least 90 feet from the section line along Elm Place and have a monument-type base of at least three feet in width that screens the pole from view.

Peggy Ford, representing CARD Head Start, 4230 South 4270 Road, Chelsea, OK said she is in agreement with the Staff recommendations and asked about the ten-foot elevation of the sign which Staff verified. She said she understands that the sign will be a monument sign. Two others representing this application were also present.

Ron Lewis 1508 West Jackson Street, Broken Arrow, said he owns the property right across from where the signs are proposed to be at 622 South Date. He expressed opposition to the signs because their light will be shed on his property. He pointed out the location of his property. Discussion followed and it was explained to Mr. Lewis that the signs will be positioned so they would not shed light on his property. Mr. Lewis said that, in that event, he has no objection to the signs.

6C. continued

**Motion** by Jack Keeling to recommend approval of SP 240A as recommended by Staff. The motion was seconded by Lee Whelpley.

Yes: Whelpley, Shaw, Keeling, Jones, Dorrell

No: None

**Motion** Approved

Fred Dorrell said SP 240A will be considered by the City Council in their meeting of January 3, 2012, at 6:30 p.m.

**7. GENERAL COMMISSION BUSINESS**

None.

**8. DISCUSSION**

None.

**9. REMARKS, INQUIRIES AND COMMENTS BY PLANNING COMMISSION AND STAFF - (NO ACTION)**

None.

**10. Adjournment**

At 5:35 pm, **Motion** by Ricky Jones to adjourn. The motion was seconded by Jack Keeling.

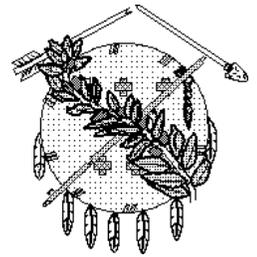
Yes: Whelpley, Shaw, Keeling, Jones, Dorrell

No: None

**Motion** Approved

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Office of the City Manager**  
**Subject: Approval of Workers' Compensation Court Order for David Goetzcke, Development Services Department Employee**

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**Background:** The City received an Order from the Oklahoma Workers' Compensation Court for Development Services Department employee, David Goetzcke. The court order is presented for your approval.

Mr. Goetzcke is a building inspector and was on his way to an inspection on November 30, 2010 when he was involved in a motor vehicle collision. Mr. Goetzcke was driving through an intersection, when an approaching car ran a red light. Mr. Goetzcke was not at fault for the collision. As a result of the collision, Mr. Goetzcke sustained personal injury to his head, back, and neck.

The Court found Mr. Goetzcke sustained 23% permanent partial disability to the back, 5% to the head, and 7% to the neck for which he is entitled to compensation for 175 weeks at \$323.00 per week, or a total amount of \$56,525.00. The order directs the City to pay in lump sum \$5,814.00. The balance of the award will be paid at the rate of \$323.00 per week until the total award (less attorney fee) has been paid.

The Court Found the sum of \$11,305.00 shall be deducted from the award and paid in a lump sum by the City to claimant's attorney.

The City's Workers' Compensation Attorney advised there are no appealable issues with the Order and would recommend the Order be placed in line for payment and further processing.

**Cost: \$56,525.00**

**Prepared By: Russell Gale**

**Reviewed By: Legal**

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

**Attachments: Workers' Compensation Court Order, Picture of Collision**

**Recommendation:** Approve the Workers' Compensation Court Order.

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



- 3 -

THAT as a result of said injury, claimant sustained 23 percent permanent partial disability to the WHOLE MAN LOW BACK (PERMANENT ANATOMICAL ABNORMALITY - OVER & ABOVE ANY PRIOR DISABILITY), 5 percent permanent partial disability to the WHOLE MAN HEAD (CLOSED HEAD INJURY - PERMANENT ANATOMICAL ABNORMALITY - OVER & ABOVE ANY PRIOR DISABILITY), and 7 percent permanent partial disability to the WHOLE MAN NECK (PERMANENT ANATOMICAL ABNORMALITY - OVER & ABOVE ANY PRIOR DISABILITY), for which claimant is entitled to compensation for 175 weeks at \$323.00 per week, or the total amount of \$56,525.00 of which 18 weeks have accrued and shall be paid in a lump sum of \$5,814.00.

- 4 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 5 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$5,814.00 and pay the balance of said award at the rate of \$323.00 per week until the total award of \$56,525.00 (less attorney fee) has been paid to claimant.

- 6 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$423.94, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$1,130.50 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

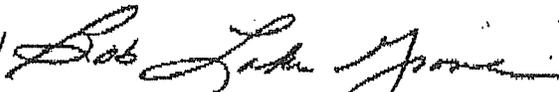
- 7 -

THAT pursuant to Title 85 O.S. Section 368, a final award fee of one hundred forty dollars (\$140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 8 -

THAT the sum of \$11,305.00 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ 

BOB LAKE GROVE, JUDGE

cj/CRichardson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: FRED L BOETTCHER  
PO BOX 1840  
PONCA CITY, OK 74602-

Respondent's Attorney: JOHN G BARNHART  
3501 S YALE AVE  
TULSA, OK 74135-8014

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

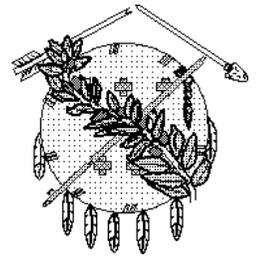
*Robert J. Sharp*



Court Clerk  
December 9, 2011

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: City Manager's Office**  
**Subject: Approval of the TIF Application as recommended by the  
Downtown Advisory Board**

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**Background:** At the December 27, 2011 Downtown Advisory Board Meeting, members of the DAB approved the TIF application process to aid in the evaluation of request for TIF funds, and recommended approval by the City Council.

TIF funds may be used for public improvements, property & structure acquisition and incentive financing. Public improvements include but are not limited to streets, water, sewer, storm water, sidewalks, parking lots, and traffic signals, pedestrian friendly initiatives, enhanced green space, and enhanced WIFI zones. Property and structure acquisition includes properties that would enhance the vision and direction of the Arts and Entertainment District and Downtown Master Plan. Incentive financing includes economic assistance for businesses based on job creation and sound business plan.

**Cost:** None

**Prepared By:** Norman Stephens, Economic Development Coordinator

**Reviewed By:** Finance Department  
Development Services Department  
Legal Department

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

**Attachments:** Proposed TIF Application

**Recommendation:** Staff recommends the attached TIF application be approved by the City Council.

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



**BROKEN ARROW**  
*Where opportunity lives*

**CITY OF BROKEN ARROW  
DOWNTOWN TAX INCREMENT FINANCE (TIF)  
IMPROVEMENT PROGRAM APPLICATION FORM**

Application Date: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Property Location: \_\_\_\_\_

Use of the property to be improved (restaurant, art/entertainment, business)  
\_\_\_\_\_  
\_\_\_\_\_

Ownership of the property to be improved: (check one)

\_\_\_\_\_ The property is owned outright.

\_\_\_\_\_ There is a mortgage on the property.

\_\_\_\_\_ The property is being purchased on contract (copy of contract attached).

\_\_\_\_\_ The property is leased (attach a copy of the lease).

\_\_\_\_\_ No formal agreement has been made, but I intend to \_\_\_ Purchase \_\_\_ Lease

- ✓ Are there any residential units in the structure? (Circle one) Yes or No
- ✓ Provide an executive summary of your business model, a three-year potential sales tax impact study, proposed improvements to the property, and usage of TIF funding, if awarded.

**I (We) have read and understand the provisions of the TIF Improvement Program Guidelines. The Downtown Advisory Board will review the application. Consideration and final approval will be made by the Broken Arrow City Council.**

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

Name (print): \_\_\_\_\_

Business Name: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

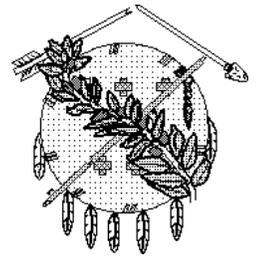
**Please complete and return this form with the requested information to the following:**

Mr. Norman Stephens  
Economic Development Coordinator  
City of Broken Arrow  
P. O. Box 610 (220 South First Street)  
Broken Arrow, Oklahoma 74013

## TIF Improvement Program Guidelines

1. TIF funds will be used on projects that give the maximum return for the community.
2. TIF Funds will be used only for items that support the Downtown Master Plan and the City's Economic Development Goals.
3. TIF monies are best spent as an investment for infrastructure improvements including land purchase, public infrastructure improvements, including sidewalk enhancement, power outlets, water outlets, pedestrian friendly initiatives, and enhanced green space and WIFI zones.
4. Creation of additional parking that benefits the TIF district.
5. Possible assistance in incentive financing for businesses based on job creation and sound business plan. To qualify a business must demonstrate the ability to attract organizations, individuals and patrons from outside the City's territorial limits which would facilitate economic development, promote the expansion of existing industry, commercial and retail enterprises within the City and diversify the City's economy.
6. The TIF District is to be repaid using funds generated by ad valorem and sales taxes. Therefore, funds are not available to provide incentives to attract special types of businesses that are required to sustain the Downtown Development envisioned by the creators of the TIF. The TIF funds should be used for this purpose only after careful consideration by the Downtown Advisory Board and the Broken Arrow City Council.
7. TIF funding actions should exceed \$20,000 and should never be used for maintenance or infrastructure items that are supported by other funding mechanisms.

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** Office of the Department of Engineering and Construction  
**Subject:** Approve bids received, award the most advantageous bid and authorization to execute a construction contract for the Sieling Park Drainage Improvements, a project funded by a Tulsa County Community Development Block Grant (CDBG) Project

**Background:** The project is to provide improvements to the drainage channel across Sieling Park from Iola Street to the south boundary of the park, to include a pedestrian bridge. The project advertised for bids on December 6 and 13, 2011, with a bid opening held on December 28, 2011. Nine bids were submitted. The low bidder was Cherokee Pride Construction, Inc., with a bid of \$157,248.00. The engineer's estimate was \$170,167.58. The bid tabulation is attached. Staff recommends awarding a construction contract for the project to Cherokee Pride Construction, Inc. The project is funded by a Tulsa County Community Development Urban County Block Grant.

**Cost:** \$157,248.00

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

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

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

**Attachments:** Bid Tabulation

**Recommendation:** Approve bids received, award the most advantageous bid, and authorize the execution of a construction contract to Cherokee Pride Construction, Inc., for Sieling Park Drainage Improvements.

**KDS:tdh**

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

BID TAB: SIELING PARK DRAINAGE IMPROVEMENTS Bid Opening 12/28/2011 at 3pm Contract # SW1103 Bid # 12.142

ITEM #	SPEC	DESCRIPTION	UNIT	QTY	Engineer's Estimate		Cherokee Pride Construction, Inc.		Magnum Construction, Inc.		R.L. Hensley Construction, Inc.		Paragon Contractors		Triangle Construction		Tri-Star Construction	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	201	CLEARING AND RESTORATION	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,500.00	\$ 9,500.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	140	\$ 18.15	\$ 2,541.00	\$ 75.00	\$ 10,500.00	\$ 80.00	\$ 11,200.00	\$ 12,800.00	\$ 12,800.00	\$ 23.00	\$ 3,220.00	\$ 30.00	\$ 4,200.00	\$ 100.00	\$ 14,000.00
3	202(D)	SELECT BORROW	CY	48	\$ 24.20	\$ 1,161.60	\$ 55.00	\$ 2,640.00	\$ 54.50	\$ 2,616.00	\$ 65.00	\$ 3,120.00	\$ 45.00	\$ 2,160.00	\$ 24.00	\$ 1,152.00	\$ 21.00	\$ 1,008.00
4	205(A)	SALVAGED TOPSOIL	EA	12	\$ 1,650.00	\$ 19,800.00	\$ 1,000.00	\$ 12,000.00	\$ 1,150.00	\$ 13,800.00	\$ 6,500.00	\$ 78,000.00	\$ 2,100.00	\$ 25,200.00	\$ 6,000.00	\$ 72,000.00	\$ 3,000.00	\$ 36,000.00
5	21(B)	TEMPORARY BALE BARRIER	LF	800	\$ 110.00	\$ 88,000.00	\$ 200.00	\$ 160,000.00	\$ 145.00	\$ 116,000.00	\$ 180.00	\$ 144,000.00	\$ 160.00	\$ 128,000.00	\$ 7.00	\$ 5,600.00	\$ 20.00	\$ 16,000.00
6	21(C)	TEMPORARY SILT FENCE	LF	800	\$ 2.20	\$ 1,760.00	\$ 2.00	\$ 1,600.00	\$ 1.30	\$ 1,040.00	\$ 2.25	\$ 1,800.00	\$ 4.50	\$ 3,600.00	\$ 3.50	\$ 2,800.00	\$ 2.50	\$ 2,000.00
7	21(D)	TEMPORARY SEDIMENT DIKE	LS	1000	\$ 3,850.00	\$ 3,850,000.00	\$ 2,000.00	\$ 2,000,000.00	\$ 645.00	\$ 645,000.00	\$ 450.00	\$ 450,000.00	\$ 300.00	\$ 300,000.00	\$ 800.00	\$ 800,000.00	\$ 2,000.00	\$ 2,000,000.00
8	230(A)	SOLID SLAB SOI	SY	1000	\$ 1.68	\$ 1,680.00	\$ 1.50	\$ 1,500.00	\$ 3.20	\$ 3,200.00	\$ 2.15	\$ 2,150.00	\$ 2.20	\$ 2,200.00	\$ 2.00	\$ 2,000.00	\$ 2.15	\$ 2,150.00
9	305(A)	AGGREGATE BASE TYPE A	TON	45.8	\$ 38.50	\$ 1,751.30	\$ 55.00	\$ 2,519.00	\$ 50.00	\$ 2,290.00	\$ 75.00	\$ 3,435.00	\$ 57.00	\$ 2,610.60	\$ 22.00	\$ 1,007.40	\$ 60.00	\$ 2,748.00
10	401(B)	ACK COAL	TON	72.2	\$ 4.40	\$ 316.88	\$ 5.00	\$ 361.00	\$ 3.50	\$ 252.70	\$ 3.50	\$ 252.70	\$ 3.00	\$ 216.60	\$ 2.50	\$ 180.50	\$ 6.00	\$ 433.20
11	411(B)	SUPERPAVE TYPE S3	TON	23.2	\$ 83.50	\$ 1,937.20	\$ 180.00	\$ 4,176.00	\$ 148.00	\$ 3,433.60	\$ 181.00	\$ 4,201.20	\$ 120.00	\$ 2,784.00	\$ 160.00	\$ 3,712.00	\$ 140.00	\$ 3,248.00
12	411(C)	SUPERPAVE TYPE S3	TON	46.4	\$ 77.00	\$ 3,572.80	\$ 150.00	\$ 6,900.00	\$ 118.00	\$ 5,475.20	\$ 144.00	\$ 6,681.60	\$ 124.00	\$ 5,753.60	\$ 120.00	\$ 5,568.00	\$ 140.00	\$ 6,496.00
13	508(C)	CLASS A CONCRETE (MINIWALLS & HEADW)	CY	21	\$ 440.00	\$ 9,240.00	\$ 700.00	\$ 14,700.00	\$ 690.00	\$ 14,490.00	\$ 810.00	\$ 17,010.00	\$ 650.00	\$ 13,650.00	\$ 425.00	\$ 8,925.00	\$ 1,000.00	\$ 21,000.00
14	508(C)	CLASS A CONCRETE (FOOTINGS)	CY	19.8	\$ 440.00	\$ 8,712.00	\$ 400.00	\$ 7,920.00	\$ 500.00	\$ 9,900.00	\$ 470.00	\$ 9,306.00	\$ 670.00	\$ 8,726.00	\$ 400.00	\$ 7,920.00	\$ 650.00	\$ 12,870.00
15	508(C)	CLASS AA CONCRETE (PRE-CAST RCB)	LF	192	\$ 385.00	\$ 73,920.00	\$ 180.00	\$ 34,560.00	\$ 191.00	\$ 36,672.00	\$ 200.00	\$ 38,400.00	\$ 230.00	\$ 44,160.00	\$ 480.00	\$ 92,160.00	\$ 305.00	\$ 58,560.00
16	610(A)	REINFORCING STRUCTURES	SY	76	\$ 44.00	\$ 3,344.00	\$ 50.00	\$ 3,800.00	\$ 44.00	\$ 3,344.00	\$ 50.00	\$ 3,800.00	\$ 40.00	\$ 3,040.00	\$ 25.00	\$ 1,900.00	\$ 70.00	\$ 5,300.00
17	610(A)	REINFORCING STRUCTURES	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00	\$ 13,613.90	\$ 13,613.90	\$ 4,500.00	\$ 4,500.00	\$ 7,700.00	\$ 7,700.00	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00
18	610(A)	REINFORCING STRUCTURES	LS	1	\$ 3,850.00	\$ 3,850.00	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00	\$ 5,700.00	\$ 5,700.00	\$ 2,600.00	\$ 2,600.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
19	610(B)	CONSTRUCTION STAKING	LS	1	\$ 22.00	\$ 22.00	\$ 48.00	\$ 48.00	\$ 10,752.00	\$ 10,752.00	\$ 29.00	\$ 29.00	\$ 6,496.00	\$ 6,496.00	\$ 32.00	\$ 32.00	\$ 4,928.00	\$ 4,928.00
20	SP1	MODULAR BLOCK WALL	SF	224	\$ 33,000.00	\$ 7,380,000.00	\$ 42,000.00	\$ 9,444,000.00	\$ 39,500.00	\$ 8,908,000.00	\$ 39,000.00	\$ 8,838,000.00	\$ 54,000.00	\$ 12,084,000.00	\$ 36,000.00	\$ 8,064,000.00	\$ 45,000.00	\$ 10,080,000.00
20	SP2	PRE-MANUFACTURED STEEL BRIDGE	LS	1	\$ 170,167.58	\$ 170,167.58	\$ 42,000.00	\$ 17,248.00	\$ 157,248.00	\$ 157,248.00	\$ 167,000.00	\$ 167,000.00	\$ 171,945.50	\$ 171,945.50	\$ 187,444.80	\$ 187,444.80	\$ 198,897.10	\$ 198,897.10
					TOTAL BASE BID:													

ITEM #	SPEC	DESCRIPTION	UNIT	QTY	Jonesplan, LLC		RRV Services LLC		IRA M. Green Construction	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	201	CLEARING AND RESTORATION	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	140	\$ 68.00	\$ 9,520.00	\$ 130.00	\$ 18,200.00	\$ 55.00	\$ 7,700.00
3	202(D)	SELECT BORROW	CY	48	\$ 45.00	\$ 2,160.00	\$ 90.00	\$ 4,320.00	\$ 35.00	\$ 1,680.00
4	205(A)	SALVAGED TOPSOIL	EA	12	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 6,000.00	\$ 72,000.00
5	21(B)	TEMPORARY BALE BARRIER	LF	800	\$ 210.00	\$ 168,000.00	\$ 600.00	\$ 480,000.00	\$ 400.00	\$ 320,000.00
6	21(C)	TEMPORARY SILT FENCE	LF	800	\$ 2.40	\$ 1,920.00	\$ 4.00	\$ 3,200.00	\$ 2.00	\$ 1,600.00
7	21(D)	TEMPORARY SEDIMENT DIKE	LS	1000	\$ 2,000.00	\$ 2,000,000.00	\$ 2,000.00	\$ 2,000,000.00	\$ 1,000.00	\$ 1,000,000.00
8	230(A)	SOLID SLAB SOI	SY	1000	\$ 2.15	\$ 2,150.00	\$ 4.00	\$ 4,000.00	\$ 3.00	\$ 3,000.00
9	305(A)	AGGREGATE BASE TYPE A	TON	45.8	\$ 72.00	\$ 3,297.60	\$ 80.00	\$ 3,664.00	\$ 75.00	\$ 3,435.00
10	401(B)	ACK COAL	TON	72.2	\$ 3.00	\$ 216.60	\$ 17.00	\$ 1,227.40	\$ 10.00	\$ 722.00
11	411(B)	SUPERPAVE TYPE S3	TON	23.2	\$ 190.00	\$ 4,408.00	\$ 200.00	\$ 4,640.00	\$ 275.00	\$ 6,380.00
12	411(C)	SUPERPAVE TYPE S3	TON	46.4	\$ 140.00	\$ 6,496.00	\$ 225.00	\$ 10,440.00	\$ 275.00	\$ 12,760.00
13	508(C)	CLASS A CONCRETE (MINIWALLS & HEADW)	CY	21	\$ 700.00	\$ 14,700.00	\$ 1,000.00	\$ 21,000.00	\$ 900.00	\$ 18,900.00
14	508(C)	CLASS A CONCRETE (FOOTINGS)	CY	19.8	\$ 400.00	\$ 7,920.00	\$ 950.00	\$ 18,810.00	\$ 900.00	\$ 17,820.00
15	508(C)	CLASS AA CONCRETE (PRE-CAST RCB)	LF	192	\$ 350.00	\$ 67,200.00	\$ 290.00	\$ 55,680.00	\$ 400.00	\$ 76,800.00
16	610(A)	REINFORCING STRUCTURES	SY	76	\$ 38.50	\$ 2,918.00	\$ 70.00	\$ 5,300.00	\$ 55.00	\$ 4,190.00
17	610(A)	REINFORCING STRUCTURES	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00	\$ 9,000.00	\$ 9,000.00
18	610(B)	CONSTRUCTION STAKING	LS	1	\$ 3,800.00	\$ 3,800.00	\$ 8,100.00	\$ 8,100.00	\$ 2,400.00	\$ 2,400.00
19	610(B)	CONSTRUCTION STAKING	SF	224	\$ 35.00	\$ 7,840.00	\$ 89.00	\$ 19,936.00	\$ 55.00	\$ 12,320.00
20	SP2	PRE-MANUFACTURED STEEL BRIDGE	LS	1	\$ 51,600.00	\$ 51,600.00	\$ 60,000.00	\$ 60,000.00	\$ 95,000.00	\$ 95,000.00
					TOTAL BASE BID:					

\* Mathematical errors that do not affect the order of bidding.

I certify that this is a true and correct Tabulation of Bids received at 3:00 p.m. on December 28, 2011. 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

12/28/11

BID TAB: SIELING PARK DRAINAGE IMPROVEMENTS Bid Opening 12/28/2011 at 3pm Contract # SW1103 Bid # 12.142

ITEM #	SPEC	DESCRIPTION	UNIT	QTY	Engineer's Estimate		Cherokee Pride Construction, Inc.		Magnum Construction, Inc.		R.L. Hensley Construction, Inc.		Paragon Contractors		Triangle Construction		Tri-Star Construction		
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE
1	201	CLEARING AND RESTORATION	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,500.00	\$ 9,500.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	
2	202(A)	UNCLASSIFIED EXCAVATION	CY	140	\$ 18.15	\$ 2,541.00	\$ 75.00	\$ 10,500.00	\$ 80.00	\$ 11,200.00	\$ 12,800.00	\$ 12,800.00	\$ 23.00	\$ 3,220.00	\$ 30.00	\$ 4,200.00	\$ 100.00	\$ 14,000.00	
3	202(D)	SELECT BORROW	CY	48	\$ 24.20	\$ 1,161.60	\$ 55.00	\$ 2,640.00	\$ 54.50	\$ 2,616.00	\$ 65.00	\$ 3,120.00	\$ 45.00	\$ 2,160.00	\$ 24.00	\$ 1,152.00	\$ 21.00	\$ 1,008.00	
4	205(A)	SALVAGED TOPSOIL	EA	12	\$ 1,650.00	\$ 19,800.00	\$ 1,000.00	\$ 12,000.00	\$ 1,150.00	\$ 13,800.00	\$ 6,500.00	\$ 78,000.00	\$ 2,100.00	\$ 25,200.00	\$ 6,000.00	\$ 72,000.00	\$ 3,000.00	\$ 36,000.00	
5	21(B)	TEMPORARY BALE BARRIER	LF	800	\$ 110.00	\$ 88,000.00	\$ 200.00	\$ 160,000.00	\$ 145.00	\$ 116,000.00	\$ 180.00	\$ 144,000.00	\$ 160.00	\$ 128,000.00	\$ 7.00	\$ 5,600.00	\$ 20.00	\$ 16,000.00	
6	21(C)	TEMPORARY SILT FENCE	LF	800	\$ 2.20	\$ 1,760.00	\$ 2.00	\$ 1,600.00	\$ 1.30	\$ 1,040.00	\$ 2.25	\$ 1,800.00	\$ 4.50	\$ 3,600.00	\$ 3.50	\$ 2,800.00	\$ 2.50	\$ 2,000.00	
7	21(D)	TEMPORARY SEDIMENT DIKE	LS	1000	\$ 3,850.00	\$ 3,850,000.00	\$ 2,000.00	\$ 2,000,000.00	\$ 645.00	\$ 645,000.00	\$ 450.00	\$ 450,000.00	\$ 300.00	\$ 300,000.00	\$ 800.00	\$ 800,000.00	\$ 2,000.00	\$ 2,000,000.00	
8	230(A)	SOLID SLAB SOI	SY	1000	\$ 1.68	\$ 1,680.00	\$ 1.50	\$ 1,500.00	\$ 3.20	\$ 3,200.00	\$ 2.15	\$ 2,150.00	\$ 2.20	\$ 2,200.00	\$ 2.00	\$ 2,000.00	\$ 2.15	\$ 2,150.00	
9	305(A)	AGGREGATE BASE TYPE A	TON	45.8	\$ 38.50	\$ 1,751.30	\$ 55.00	\$ 2,519.00	\$ 50.00	\$ 2,290.00	\$ 75.00	\$ 3,435.00	\$ 57.00	\$ 2,610.60	\$ 22.00	\$ 1,007.40	\$ 60.00	\$ 2,748.00	
10	401(B)	BACKFILL TYPE S3	TON	23.2	\$ 4.40	\$ 102.08	\$ 5.00	\$ 117.00	\$ 3.50	\$ 81.70	\$ 3.50	\$ 81.70	\$ 3.00	\$ 69.90	\$ 2.50	\$ 58.50	\$ 6.00	\$ 139.20	
11	411(B)	SUPERPAVE TYPE S3	TON	23.2	\$ 83.50	\$ 1,937.20	\$ 180.00	\$ 4,176.00	\$ 148.00	\$ 3,433.60	\$ 181.00	\$ 4,191.20	\$ 120.00	\$ 2,784.00	\$ 160.00	\$ 3,712.00	\$ 140.00	\$ 3,248.00	
12	411(C)	SUPERPAVE TYPE S3	TON	46.4	\$ 77.00	\$ 3,572.80	\$ 150.00	\$ 6,900.00	\$ 118.00	\$ 5,475.20	\$ 144.00	\$ 6,681.60	\$ 124.00	\$ 5,753.60	\$ 120.00	\$ 5,568.00	\$ 140.00	\$ 6,496.00	
13	508(C)	CLASS AA CONCRETE (MINI-WALLS & HEADW)	CY	21	\$ 440.00	\$ 9,240.00	\$ 700.00	\$ 14,700.00	\$ 690.00	\$ 14,490.00	\$ 810.00	\$ 17,010.00	\$ 650.00	\$ 13,650.00	\$ 425.00	\$ 8,925.00	\$ 1,000.00	\$ 21,000.00	
14	508(C)	CLASS AA CONCRETE (FOOTINGS)	CY	19.8	\$ 440.00	\$ 8,712.00	\$ 400.00	\$ 7,920.00	\$ 500.00	\$ 9,900.00	\$ 470.00	\$ 9,306.00	\$ 670.00	\$ 13,266.00	\$ 400.00	\$ 7,920.00	\$ 650.00	\$ 12,870.00	
15	508(C)	CLASS AA CONCRETE (PRE-CAST RCB)	LF	192	\$ 385.00	\$ 73,920.00	\$ 180.00	\$ 34,560.00	\$ 191.00	\$ 36,672.00	\$ 200.00	\$ 38,400.00	\$ 230.00	\$ 44,160.00	\$ 480.00	\$ 92,160.00	\$ 305.00	\$ 58,560.00	
16	610(A)	REINFORCING STRUCTURES	SY	76	\$ 44.00	\$ 3,344.00	\$ 60.00	\$ 4,560.00	\$ 44.00	\$ 3,344.00	\$ 50.00	\$ 3,800.00	\$ 80.00	\$ 6,240.00	\$ 25.00	\$ 1,900.00	\$ 70.00	\$ 5,300.00	
17	610(A)	REINFORCING STRUCTURES	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00	\$ 13,613.90	\$ 13,613.90	\$ 4,500.00	\$ 4,500.00	\$ 7,700.00	\$ 7,700.00	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	
18	610(A)	REINFORCING STRUCTURES	LS	1	\$ 3,850.00	\$ 3,850.00	\$ 1,500.00	\$ 1,500.00	\$ 3,300.00	\$ 3,300.00	\$ 5,700.00	\$ 5,700.00	\$ 2,600.00	\$ 2,600.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	
19	610(B)	CONSTRUCTION STAKING	LS	1	\$ 22.00	\$ 22.00	\$ 48.00	\$ 48.00	\$ 10,752.00	\$ 10,752.00	\$ 29.00	\$ 29.00	\$ 7,168.00	\$ 7,168.00	\$ 22.00	\$ 22.00	\$ 4,928.00	\$ 4,928.00	
20	SP1	MODULAR BLOCK WALL	SF	224	\$ 33,000.00	\$ 7,392,000.00	\$ 42,000.00	\$ 9,444,000.00	\$ 39,500.00	\$ 8,908,000.00	\$ 39,000.00	\$ 8,838,000.00	\$ 54,000.00	\$ 12,084,000.00	\$ 36,000.00	\$ 8,064,000.00	\$ 45,000.00	\$ 10,080,000.00	
20	SP2	PRE-MANUFACTURED STEEL BRIDGE	LS	1	\$ 170,167.58	\$ 170,167.58	\$ 42,000.00	\$ 17,640.00	\$ 157,248.00	\$ 157,248.00	\$ 167,000.00	\$ 167,000.00	\$ 171,945.50	\$ 171,945.50	\$ 187,444.80	\$ 187,444.80	\$ 198,897.10	\$ 198,897.10	
					TOTAL BASE BID:														

ITEM #	SPEC	DESCRIPTION	UNIT	QTY	Jonesplan, LLC		RRV Services LLC		IRA M. Green Construction	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	201	CLEARING AND RESTORATION	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	140	\$ 68.00	\$ 9,520.00	\$ 130.00	\$ 18,200.00	\$ 55.00	\$ 7,700.00
3	202(D)	SELECT BORROW	CY	48	\$ 45.00	\$ 2,160.00	\$ 90.00	\$ 4,320.00	\$ 35.00	\$ 1,680.00
4	205(A)	SALVAGED TOPSOIL	EA	12	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 6,000.00	\$ 72,000.00
5	21(B)	TEMPORARY BALE BARRIER	LF	800	\$ 210.00	\$ 168,000.00	\$ 600.00	\$ 480,000.00	\$ 400.00	\$ 320,000.00
6	21(C)	TEMPORARY SILT FENCE	LF	800	\$ 2.40	\$ 1,920.00	\$ 4.00	\$ 3,200.00	\$ 2.00	\$ 1,600.00
7	21(D)	TEMPORARY SEDIMENT DIKE	LS	1000	\$ 2,000.00	\$ 2,000,000.00	\$ 2,000.00	\$ 2,000,000.00	\$ 1,000.00	\$ 1,000,000.00
8	230(A)	SOLID SLAB SOI	SY	1000	\$ 2.15	\$ 2,150.00	\$ 4.00	\$ 4,000.00	\$ 3.00	\$ 3,000.00
9	305(A)	AGGREGATE BASE TYPE A	TON	45.8	\$ 72.00	\$ 3,297.60	\$ 80.00	\$ 3,664.00	\$ 75.00	\$ 3,435.00
10	401(B)	BACKFILL TYPE S3	TON	23.2	\$ 3.00	\$ 69.60	\$ 17.00	\$ 399.60	\$ 10.00	\$ 232.00
11	411(B)	SUPERPAVE TYPE S3	TON	23.2	\$ 190.00	\$ 4,408.00	\$ 200.00	\$ 4,640.00	\$ 275.00	\$ 6,380.00
12	411(C)	SUPERPAVE TYPE S3	TON	46.4	\$ 140.00	\$ 6,496.00	\$ 225.00	\$ 10,440.00	\$ 275.00	\$ 12,760.00
13	508(C)	CLASS AA CONCRETE (MINI-WALLS & HEADW)	CY	21	\$ 700.00	\$ 14,700.00	\$ 1,000.00	\$ 21,000.00	\$ 900.00	\$ 18,900.00
14	508(C)	CLASS AA CONCRETE (FOOTINGS)	CY	19.8	\$ 400.00	\$ 7,920.00	\$ 950.00	\$ 18,810.00	\$ 900.00	\$ 17,820.00
15	508(C)	CLASS AA CONCRETE (PRE-CAST RCB)	LF	192	\$ 350.00	\$ 67,200.00	\$ 290.00	\$ 55,680.00	\$ 400.00	\$ 76,800.00
16	610(A)	REINFORCING STRUCTURES	SY	76	\$ 38.50	\$ 2,926.00	\$ 70.00	\$ 5,380.00	\$ 55.00	\$ 4,190.00
17	610(A)	REINFORCING STRUCTURES	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00	\$ 9,000.00	\$ 9,000.00
18	610(B)	CONSTRUCTION STAKING	LS	1	\$ 3,800.00	\$ 3,800.00	\$ 8,100.00	\$ 8,100.00	\$ 2,400.00	\$ 2,400.00
19	610(B)	CONSTRUCTION STAKING	SF	224	\$ 35.00	\$ 7,840.00	\$ 89.00	\$ 19,936.00	\$ 55.00	\$ 12,320.00
20	SP1	MODULAR BLOCK WALL	LS	1	\$ 51,600.00	\$ 51,600.00	\$ 60,000.00	\$ 60,000.00	\$ 95,000.00	\$ 95,000.00
20	SP2	PRE-MANUFACTURED STEEL BRIDGE	LS	1	\$ 236,703.20	\$ 236,703.20	\$ 278,877.40	\$ 278,877.40	\$ 295,447.00	\$ 295,447.00
					TOTAL BASE BID:					

\* Mathematical errors that do not affect the order of bidding.

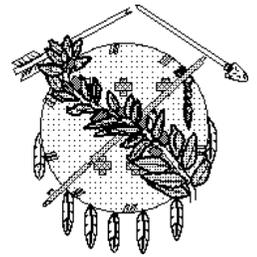
I certify that this is a true and correct Tabulation of Bids received at 3:00 p.m. on December 28, 2011. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

  
 Thomas D. Hendrix, P.E.  
 City Engineer

12/28/11

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** General Services Department  
**Subject:** Approval of bids received and award of the most advantageous bid to Yellowhouse Machinery Co. for one tracked excavator for the Street Department

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**Background:** The Street Department has requested and sought bids for a 32,000 lb class tracked excavator. Eleven vendors were solicited to bid on this machine. Of these, six dealers submitted bids. Yellowhouse Machinery Co. submitted the low bid for a John Deere 135D excavator.

Funds have been appropriated and are available in the STCI Capital Outlay Fund in the amount of \$180,000. The low bid price, with options calculated in, is \$141,522.90. The additional costs of these options are reflected in the attached bid tabulation.

**Cost:** \$141,522.90

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

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

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

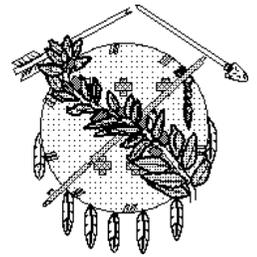
**Attachments:** Bid tabulation on bid 12.139

**Recommendation:** To approve the bids received and award the most advantageous to Yellowhouse Machinery Co. for the purchase of one tracked excavator

### 32000 LB Class Tracked Excavator

Bid 12.139	H & E Equip.	OCT Equip.	Yellowhouse Machinery
<b>Specification</b>	2011 Doosan DX140LCR	2011/2012 Hitachi ZX135US-3	2012 John Deere 135D
32000 Lb.Class Tracked Excavator	108,305.00	112,376.00	112,662.90
<u>Options</u>			
Dozer Blade	9,325.00	8,950.00	8,115.00
Front cab protection	4,195.00	2,225.00	1,592.00
Ditch Cleaning Bucket	2,500.00	1,900.00	2,571.00
Hydraulic Thumb Attachment	5,750.00	9,700.00	10,291.00
Track pads	14,960.00	6,800.00	6,291.00
Meet Specs.	Y	Y	Y
<b>Total</b>	<b>145,035.00</b>	<b>141,951.00</b>	<b>141,522.90</b>
notes		48" ditching bucket \$2050.00	
Delivery	120 days	90 days	60 days
Warranty	1 yr	1 yr	1 yr
	Warren Cat	Kirby Smith Machinery	G W Van keppel
<b>Specification</b>	2012 Cat 314D	2012 Komatsu PC138USLC-8	2012 Volvo EC
32000 Lb.Class Tracked Excavator	120,442.00	120,854.00	139,500.00
<u>Options</u>			
Dozer Blade	8,937.00	8,506.00	5,700.00
Front cab protection	1,122.00	1,115.00	580.00
Ditch Cleaning Bucket	3,091.00	2,475.00	5,000.00
Hydraulic Thumb Attachment	22,679.00	11,075.00	6,500.00
Track pads	7,280.00	5,775.00	1,000.00
Meet Specs.	N	Y	Y
<b>Total</b>	<b>163,551.00</b>	<b>149,800.00</b>	<b>158,280.00</b>
notes			
Delivery	150 days	90 days	120 days
Warranty	1 yr	1 yr	1 yr

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** Engineering and Construction Department  
**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, Director of Engineering & Construction

**Reviewed By:** Legal Department  
Finance Department

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

**Attachments:** **Contracts**  
**Change Orders**

- Events Park, Contract # 116035, Morton Excavating, Minor Change C01, \$2,250.00.
- Fire Training Tower, Contract #093523, Lowry & Hemphill Construction Co., Inc., C05 \$-917.73.
- Sanitary Sewer Lift Station Improvements, Contract #S.1002, K C Electric, C02 - \$0.00

**Quantity Change Orders**

- None

**Work Orders**

- None

**Professional Consultant Agreements**

- Broken Arrow Expressway Lighting Phase 1 and 2, Amendment No. 4 to A/E Contract, D.W. Gates Engineering Services, \$5,145.00.
- 606 N. Elm Ave. Property Acquisition Agreement, Smith-Roberts Land Services, \$8,675.00.

**Recommendation:** No action required

**KDS:tdh**

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

**AGREEMENT SUMMARY**  
**CITY OF BROKEN ARROW (OWNER)**  
**PROJECT: 606 NORTH ELM AVENUE, BROKEN ARROW, OK 74012**  
**LAND ACQUISITION SERVICES AGREEMENT**  
**CD0901**

**1.0 Land Acquisition Firm:**

1.1 Name: Smith-Roberts Land Services, Inc

1.2 Telephone No.: 1-800-708-7545

1.3 Address: 5400 North Grand Boulevard, Suite 480, Oklahoma City, OK  
73112-5684

**2.0 Project Name/Location:** 606 North Elm Avenue, Broken Arrow, OK 74012

**3.0 Statement of Purpose:** Provide property acquisition services in accordance with the Uniform Relocation Act for a voluntary acquisition. Said property is a flood-prone property that will be acquired with CDBG funds.

**4.0 Agreement Summary:**

4.1 Agreement Amount: \$ 8,675.00

4.2 Agreement Time: 90 calendar days

4.3 Estimated Construction Cost: \$ N/A

**5.0 Contract Documents and Priority:** The City of Broken Arrow (OWNER), represented by the City Manager, and the Land Acquisition firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

5.1 AGREEMENT with corresponding Attachments;

5.2 Duly authorized Amendments to the AGREEMENT;

5.3 AGREEMENT Summary;

5.4 Specific project written correspondence mutually recognized; and

5.5 Specific project verbal instructions mutually recognized.

**6.0 Agreement Approved by the Owner on:** 12-20-11

**Amendment No. 4**  
**4th AMENDMENT TO CONTRACT**  
**CITY OF BROKEN ARROW**  
**BROKEN ARROW EXPRESSWAY INTERSECTION LIGHTING**  
**ARCHITECT/ENGINEER CONTRACT NUMBER SL1001**

**1. Architect/Engineer Firm:**

- a. Name: D.W. Gates Engineering Services
- b. Telephone No.: 918-583-6905
- c. Address: 616 S Main, Suite 112, Tulsa OK 74119

**2. Project Title and Location: Broken Arrow Expressway Intersection Lighting**

**3. Contract Amendment:** The purpose of this amendment is to provide construction documents for Phases 1 and 2 of the project, suitable for bidding by the Oklahoma Department of Transportation. See attached A-E proposal.

**4. Contract Data:**

- a. Amendment Amount: Five Thousand One Hundred Forty-Five and No/100 Dollars (\$5,145.00).
- b. Liquidated Damages: NA.
- c. The total time allowed for Contract Completion is not changed.

**5. Contract Documents and Priority:** The City of Broken Arrow ("City"), represented by the City Manager, and the Architect/ Engineer firm, identified in paragraph 1 ("A/E") agree to perform this Contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- This 4<sup>th</sup> Amendment to this Contract
- 3<sup>rd</sup> Amendment to this Contract (Assistance During Construction) – erroneously named Amendment No. 2
- 2<sup>nd</sup> Amendment to this Contract
- 1<sup>st</sup> Amendment to this Contract
- The Contract
- Duly Authorized Change Orders
- Special Provisions
- General Provisions
- A/E's Proposal

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

*Da* 12-19-11

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

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

Name: Morton Excavating

Contract Number: 116035

Location: Events Park

Date: December 16, 2011

Minor Change Number C01

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

1. Total Number of Days Added by this Change Order: 2
2. Excavate material directly under bridge footings to a depth of 6 inches unto shale. Cost to include excavation and required dewatering. The backfill shall be compacted aggregate base material which shall be paid for separately under the contract bid items.

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

1. 2 days are added by this change order to complete the work required.
2. Materials encountered under the designed bridge footing depth does not have adequate capacity to support the design load of the bridge footing. Material must be removed an additional depth of approximately 4-6 feet to reach shale .

**Additions to the original contract:**

Item #	Item	Unit	Price	Quantity	Amount
SP-1	Footing Excavation	CY	\$15.00	150.00	\$2,250.00
<b>Total Additions:</b>					<b>\$2,250.00</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: \$2,250.00**

Submitted: Larry E. Dean Engineer Date: 16 Dec 2011

Approved: [Signature] Contractor Date: 12-16-11

Recommended/Approved: Kenneth D. Schwalb Director, Engr. & Const. Date: 12-16-11

Approved: [Signature] City Manager Date: 12-19-11

This change order brings the project up to date on all issues of cost increases and time increases as of: 12/16/11

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: Lowry & Hemphill Construction Co., Inc.

Contract Number: 093523

Location: Fire Training Tower

Date: December 20, 2011

Minor Change Number C05

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

1. Total Number of Days Added by this Change Order: 0
2. Delete OS&Y Valves (2) and double check valve assembly.

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

1. This change order does not impact the contractors time for performance of the work.
2. Subsequent to contract award, it was determined that this valve design was not required for training purposes.

**Additions to the original contract:**

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

**Deletions to the original contract:**

Item #	Item	Unit	Price	Quantity	Amount
SP (3)	Eliminate the OS&Y double check valve assembly from the Fire Tower Riser	LS	\$917.73	1.00	\$917.73
<b>Total Deletions:</b>					<b>\$917.73</b>

**This Change Order is a Net Underrun: \$917.73**

Submitted: <u><i>Larry E. Deering</i></u>	Engineer	Date: <u>21 Dec 2011</u>
Approved: <u><i>[Signature]</i></u>	Contractor	Date: <u>21/12/11</u>
Recommended/Approved: <u><i>Kenneth D. Schwalb</i></u>	Director, Engr. & Const.	Date: <u>12-21-11</u>
Approved: <u><i>[Signature]</i></u>	City Manager	Date: <u>12-21-11</u>

This change order brings the project up to date on all issues of cost increases and time increases as of: 12/20/11  
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: K C Electric

Contract Number: S.1002

Location: Sanitary Sewer Lift Station Improvements

Date: November 30, 2011

Minor Change Number C02

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

1. Total Number of Days Added by this Change Order: 55

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

1. On July 19, 2011 the Contractor requested gas service for the seven generators the contractor is installing for the City. The ONG representative initially set up a meeting for August 10th, then delayed the meeting until August 22nd. On this date ONG met with the Contractors representative and scheduled the first meter to be set September 5th. The last meter was actually set October 11th. In addition the City had to furnish and stake the easement for the Expressway and Grey Oaks Lift Stations and this delayed the contractor another 10 days. Total impact for getting gas service to the sites delayed the contractor by 55 calendar days.

**Additions to the original contract:**

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

**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>					\$0.00

**This Change Order is a Net Underrun: \$0.00**

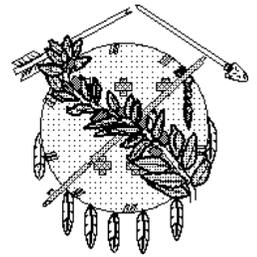
Submitted: <u><i>Randy Deering</i></u>	Engineer	Date: <u>12 Dec 2011</u>
Approved: <u><i>[Signature]</i></u>	Contractor	Date: <u>15 Dec 2011</u>
Recommended/Approved: <u><i>Kenneth D. Schuel</i></u>	Director, Engr. & Const.	Date: <u>12-20-11</u>
Approved: <u><i>David Wood</i></u>	City Manager	Date: <u>12-21-11</u>

This change order brings the project up to date on all issues of cost increases and time increases as of: 11/30/11

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

---

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council Members  
**From:** Development Services Department  
**Subject:** Approval of BAZ 1871, 9.39 acres, A-1 and A-RE to R-2, south of Jasper Street (131st Street), one quarter mile east of 9<sup>th</sup> Street (Lynn Lane/177<sup>th</sup> East Avenue)

---

**Background:** BAZ 1871 is a request to rezone 9.39 acres from A-1 to R-2. The property, which is unplatted, is located south of Jasper (131<sup>st</sup>.) Street, one quarter mile east of 9<sup>th</sup> Street (Lynn Lane). The A-1 and A-RE zonings were assigned to the property when it was annexed into the City Limits of Broken Arrow on March 4, 2002, as part of Ordinance 2435.

The Planning Commission, in their meeting of December 15, 2011, recommended approval of BAZ 1871 as recommended by Staff. A prospective buyer of an adjoining residence, expressed concern that this application might negatively affect his future ability to develop and use that property, however he was not in opposition to this rezoning. There were others present to hear this case, however there were no protestants.

**Cost:** None

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

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

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

**Attachments:** Case Map  
Aerial Photo  
Aerial Photo with floodplain  
Comprehensive Plan Map  
Survey drawing submitted by applicant regarding proposed lot split

**Recommendation:** Approve BAZ 1871 as recommended by the Planning Commission and Staff.

---

**Broken Arrow Planning Commission  
Meeting of: 12-15-11**



**To:** Chairman and Commission Members  
**From:** Office of the City Planner  
**Subject:** BAZ 1871, 9.91 acres, A-1 and A-RE to R-2, south of Jasper Street (131st Street), one quarter mile east of 9<sup>th</sup> Street (Lynn Lane/177<sup>th</sup> East Avenue)

---

**Background:**

<b>Applicant:</b>	Harley Keele
<b>Owner:</b>	Harley Keele
<b>Developer:</b>	NA
<b>Engineer:</b>	NA
<b>Location:</b>	South of Jasper Street (131st Street), one quarter mile east of 9 <sup>th</sup> Street (Lynn Lane/177 <sup>th</sup> East Avenue)
<b>Size of Tract:</b>	9.91 acres
<b>Number of Lots:</b>	1 Lot
<b>Present Zoning:</b>	A-1 and A-RE
<b>Proposed Zoning:</b>	R-2
<b>Comp Plan:</b>	Level 2 and Greenway/Floodplain
<b>Staff Planner:</b>	Brent Murphy

BAZ 1871 is a request to rezone 9.91 acres from A-1 to R-2. The property, which is unplatted, is located south of Jasper Street, one quarter mile east of 9<sup>th</sup> Street (Lynn Lane). The A-1 and A-RE zonings were assigned to the property when it was annexed into the City Limits of Broken Arrow on March 4, 2002, as part of Ordinance 2435.

The property is nearly one half mile in length, but varies in width from 35 feet to approximately 400 feet. On November 14, 2011, the Board of Adjustment approved BOA 699, granting a variance for this property that reduced the minimum lot frontage requirement along Jasper Street to 35 feet. The south part of the property is located in the 100-year floodplain.

Applicant is proposing to sell the property to two different individuals who want to construct single family detached residential structures. The property is presently zoned A-1, which requires a minimum lot size of 5.0 acres and 330 feet of street frontage. Since the property cannot be split and be in compliance with the minimum lot size requirements of the A-1 district, the zoning on the property needs to be changed.

BAL 1011, a request for a lot split that will divide the parcel into two lots, has

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

been submitted in conjunction with this rezoning request. The dividing line between the two properties is located just north of the stub street that connects with the Bradford Park addition to the east. Access to the south parcel will occur via the stub street, while the north parcel will have access to Jasper Street.

Surrounding land uses and zoning classifications include the following:

North:	A-1	Large lot single-family residential
East:	A-1 and R-2	Large lot single-family residential, Bradford Park addition, and floodplain
South:	A-1	Floodplain
West:	A-1 and A-RE	Large lot single family residential

The property is designated as Level 2 and Greenway/Floodplain in the Comprehensive Plan. R-2 zoning is in conformance with the Comprehensive Plan in Level 2. FD is the appropriate zoning for property located in the 100-year floodplain.

**Attachments:** Case Map  
Aerial Photo  
Aerial Photo with floodplain  
Comprehensive Plan Map  
Survey drawing submitted by applicant regarding proposed lot split

**Recommendation:** Based on the Comprehensive Plan, the location of the property, and surrounding land uses, Staff recommends BAZ 1871 be approved. The Zoning Ordinance requires any changes in zoning to be approved, subject to the property being platted. Staff recommends that platting be waived, provided right-of-way (50 feet) and utility easement (17.5 feet) are provided in accordance with the Subdivision Regulations by separate instrument along Jasper Street. In addition, applicant shall provide a legal description for the 100-year floodplain area. Property located within the 100-year floodplain shall be designated FD, while property located outside the floodplain shall be zoned R-2.

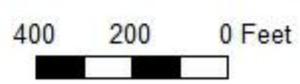
**Reviewed by: Farhad K. Daroga**

FKD: BDM





BAZ 1071  
Harley Keele

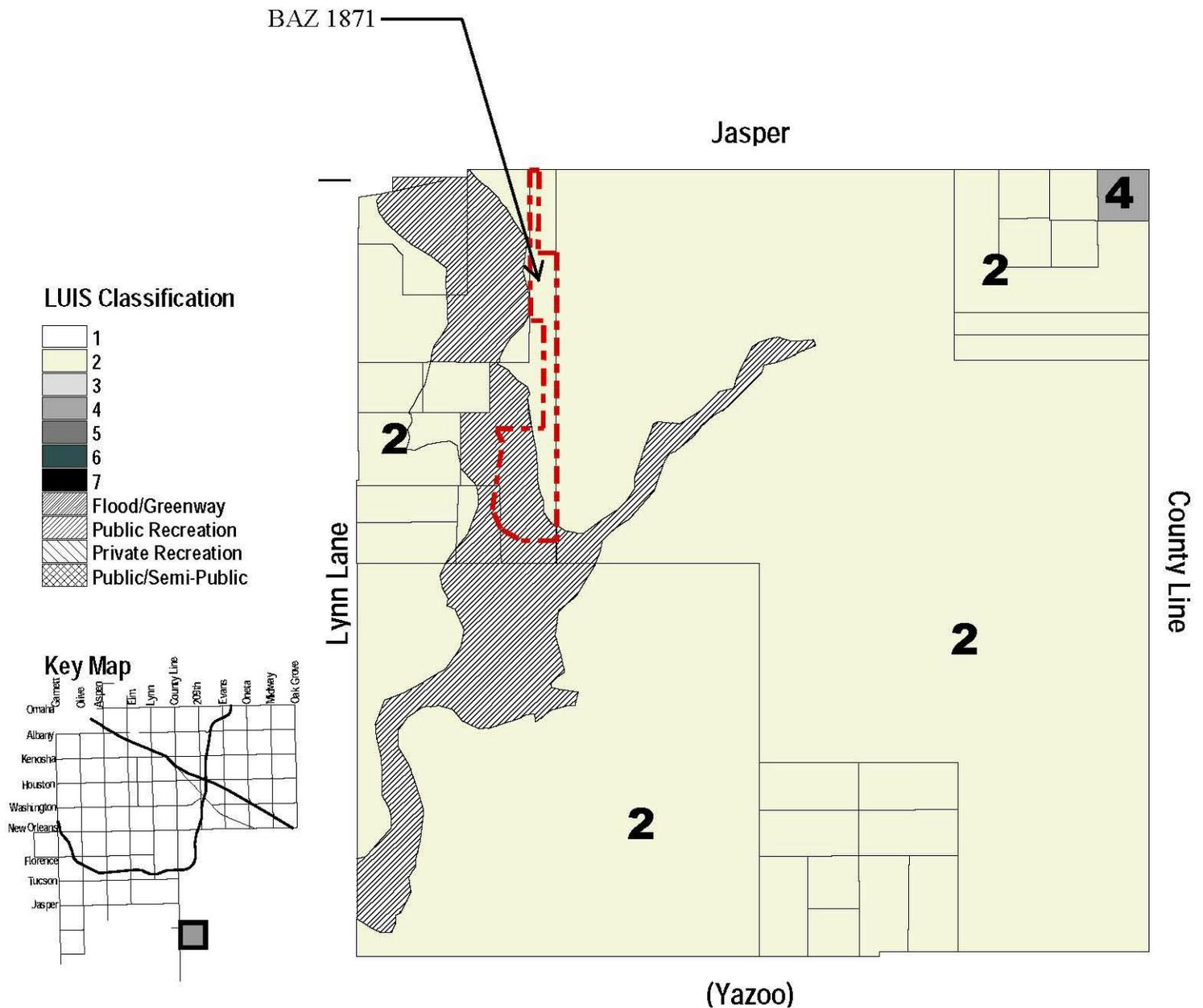




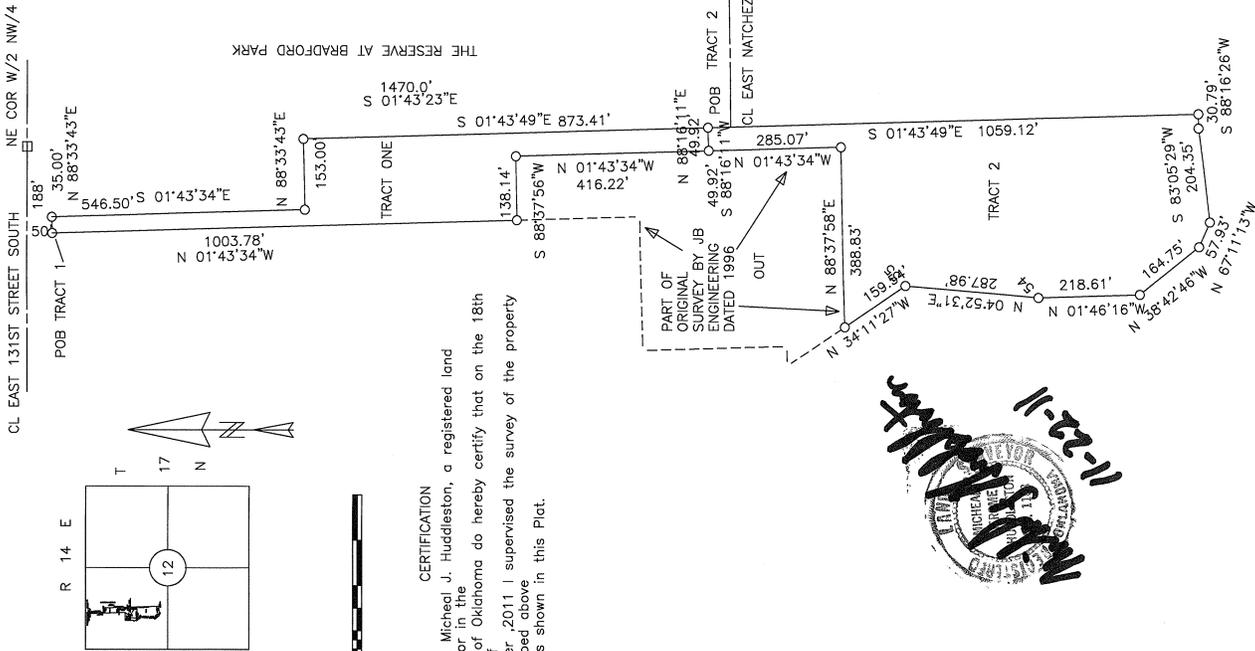
BAZ 1871 - Harley Keele

**Jasper/County Line/(Yazoo)/Lynn Lane (Section 12-17-14)**

A Level 4 designation has been given to five acres in the northeast corner based on the LUIS model and adjacent LUIS designations on the north side of the street. Level 2 designations are proposed for the remaining tracts outside the floodplain area.



# LOT SPLIT PLAT



**CERTIFICATION**  
 I, Micheal J. Huddleston, a registered land surveyor in the State of Oklahoma do hereby certify that on the 18th day of October, 2011 I supervised the survey of the property described above and as shown in this Plat.



**TRACT ONE**  
**LEGAL DESCRIPTION**  
 A piece, parcel, or tract of land lying in the W/2 of the NW/4 of Section 12, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma more particularly described as follows:

Beginning at a point 188 feet West and 50 feet South of the NE corner thereof;

THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 35.00 feet parallel to the North line thereof;

THENCE South 01 degrees 43 minutes 34 seconds East for a distance of 546.50 feet parallel to the East line thereof;

THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 153.00 feet parallel to the North line thereof;

THENCE South 01 degrees 43 minutes 49 seconds East for a distance of 873.41 feet along the East line to a point 50 feet North of the centerline of East Natchez Street, as shown on the Plat of The Reserve At Bradford Park #6187, an addition to the City of Broken Arrow, Oklahoma;

THENCE South 88 degrees 16 minutes 11 seconds West for a distance of 49.92 feet along a line 50 feet North and parallel to the centerline of said Natchez Street;

THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 16.22 feet;

THENCE South 88 degrees 37 minutes 56 seconds West for a distance of 38.14 feet to a round iron pin with a plastic cap stamped WHITE;

THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 1003.78 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2.90 acres more or less.

**TRACT TWO**  
**LEGAL DESCRIPTION**  
 A piece, parcel, or tract of land lying in the W/2 of the NW/4 of Section 12, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma more particularly described as follows:

Beginning at a point on the East line of said W/2 of the NW/4 a distance of 1,470.0 feet South of the NE corner thereof; said point also being 50 feet North of the centerline of East Natchez Street extended and as shown on the Plat of The Reserve At Bradford Park #6187, an addition to the City of Broken Arrow, Oklahoma;

THENCE South 01 degrees 43 minutes 49 seconds East for a distance of 1059.12 feet along the East line thereof;

THENCE South 88 degrees 16 minutes 26 seconds West for a distance of 30.79 feet;

THENCE South 83 degrees 05 minutes 29 seconds West for a distance of 204.35 feet;

THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 79.93 feet;

THENCE North 38 degrees 42 minutes 46 seconds West for a distance of 164.75 feet;

THENCE North 01 degrees 46 minutes 16 seconds West for a distance of 218.61 feet;

THENCE North 04 degrees 52 minutes 31 seconds East for a distance of 287.98 feet;

THENCE North 34 degrees 11 minutes 27 seconds West for a distance of 159.54 feet;

THENCE North 88 degrees 37 minutes 58 seconds East for a distance of 388.83 feet;

THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 285.07 feet;

THENCE North 88 degrees 16 minutes 11 seconds East for a distance of 49.92 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains \_\_\_\_\_ acres more or less.

**ORIGINAL**  
**LEGAL DESCRIPTION**  
 A piece, parcel, or tract of land lying in the W/2 of the NW/4 of Section 12, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma more particularly described as follows:

Beginning at a point 188 feet West and 40 feet South of the NE corner thereof;

THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 35.00 feet parallel to the North line thereof;

THENCE South 01 degrees 43 minutes 34 seconds East for a distance of 546.50 feet parallel to the East line thereof;

THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 153.00 feet parallel to the North line thereof;

THENCE South 01 degrees 43 minutes 49 seconds East for a distance of 1932.54 feet along the East line thereof;

THENCE South 88 degrees 16 minutes 26 seconds West for a distance of 30.79 feet;

THENCE South 83 degrees 05 minutes 29 seconds West for a distance of 204.35 feet;

THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 79.93 feet;

THENCE North 38 degrees 42 minutes 46 seconds West for a distance of 164.75 feet;

THENCE North 01 degrees 46 minutes 16 seconds West for a distance of 218.61 feet;

THENCE North 04 degrees 52 minutes 31 seconds East for a distance of 287.98 feet;

THENCE North 34 degrees 11 minutes 27 seconds West for a distance of 159.54 feet;

THENCE North 88 degrees 37 minutes 58 seconds East for a distance of 388.83 feet;

THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 285.07 feet;

THENCE North 88 degrees 16 minutes 11 seconds East for a distance of 49.92 feet to the Point of Beginning.

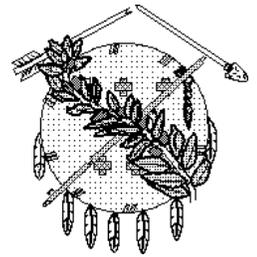
Together with and subject to covenants, easements, and restrictions of record.

Said property contains 9.91 acres more or less.

<b>HARLEY KEELE</b>	
SCALE= 1" = 200'	REV 11-22-11
DATE: 11-09-11	DWG=HKEELEZ
DRAWN BY: MJH	
HUDDLESTON LAND SURVEYING, INC.	
918-451-1925	
CA 1613 EXP. 6-30-13	
FILE: CRD.BABARN	DWG HKEELEZ

---

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council Members  
**From:** Development Services Department  
**Subject:** Approval of SP 240A, CARD Head Start, 3.98 acres, 1 lot, R-2/SP 240, south and east of the southeast corner of Houston Street (81<sup>st</sup> Street) and Elm Place (161<sup>st</sup> East Avenue)

---

**Background:** SP 240A is a request for a Specific Use Permit for two signs, one of which will be an electronic message sign for the Community Action Resource & Development (CARD) Head Start School. The 3.98 acre property, which was previously a part of the Southside Elementary School, is located south and east of the southeast corner of Houston Street and Elm Place. The property is zoned R-2 and SP 240, a Specific Use Permit for the CARD Head Start program, which was approved by the City Council on August 17, 2010.

The Planning Commission, in their meeting of December 15, 2011, recommended approval of SP 240A as recommended by Staff. An owner of nearby property to the north was present and asked if these signs will be visible from his property. Staff clarified that the signage will be facing Elm Place and will not affect his property. There were no protestants. Applicant is in agreement with recommendations presented by the Planning Commission and Staff

**Cost:** None

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

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

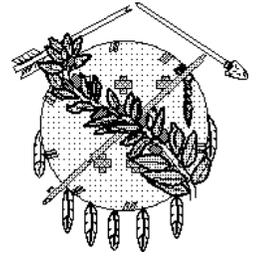
**Approved By:** David L. Wooden, P.E., City Manager

**Attachments:** Case Map  
Aerial Photo  
Comprehensive Plan  
Sign Information Submitted by Applicant

**Recommendation:** Approve SP 240A as recommended by the Planning Commission and Staff.

---

**Broken Arrow Planning Commission  
Meeting of: 12-15-11**



**To:** Chairman and Commission Members  
**From:** Office of the City Planner  
**Subject:** SP 240A, CARD Head Start, 3.98 acres, 1 lot, R-2/SP 240, south and east of the southeast corner of Houston Street (81<sup>st</sup> Street) and Elm Place (161<sup>st</sup> East Avenue)

---

**Background:**

**Applicant:** Barbara Hankins, CARD Head Start  
**Owner:** Community Action Resource and Development, Inc. (CARD)  
**Developer:** Community Action Resource and Development, Inc. (CARD)  
**Engineer:** NA  
**Location:** South and east of the southeast corner of Houston Street (81<sup>st</sup> Street) and Elm Place (161<sup>st</sup> E. Avenue)  
**Size of Tract:** 3.98 acres  
**Number of Lots:** 1 lot  
**Present Zoning:** R-2/SP 240  
**Comp Plan:** Public/Semi-Public  
**Staff Planner:** Brent Murphy

SP 240A is a request for a Specific Use Permit for two signs, of which one will be an electronic message sign. The property, which was previously the Southside Elementary School, is located south and east of the southeast corner of Houston Street and Elm Place. The property is zoned R-2/SP 240. SP 240, a Specific Use Permit for the CARD Head Start program, was approved by the City Council on August 17, 2010, subject to right-of-way and utility easements being dedicated in accordance with the Subdivision Regulations. The required right-of-way and utility easements have been recorded.

In residential districts, signs are limited to 32 square feet in size and 8 feet in height. Institutional uses such as educational, religious, or charitable institutions in residentially zoned areas may construct a sign in accordance with the commercial sign standards with the approval of a Specific Use Permit by the City Council. Illumination is to be by constant light.

With SP-240A, applicant is requesting two signs. One of the signs is proposed to be 10 feet in height and contain just over 32 square feet. This sign is proposed to be located 75 feet east of the centerline of Elm Place. The other sign is also proposed to be 10 feet in height and contain 24 square feet. This sign, which will be located adjacent to the southwest corner of the building, will be an electronic message board. At this location, the sign will be visible primarily only to parents and visitors to the CARD Head Start program.

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

Surrounding land uses and zoning classifications include the following:

North:	R-3	Church and single-family residential
East:	RM and R-2	Small apartment complex and single-family residential
South:	R-2	Undeveloped
West:	CH and R-2	Pawn Shop, undeveloped, and shopping center

The property is designated as Public/Semi-Public in the Comprehensive Plan.

**Attachments:** Case Map  
Aerial Photo  
Comprehensive Plan  
Sign Information Submitted by Applicant

**Recommendation:** Based on the Comprehensive Plan, the location of the property, and surrounding land uses, Staff recommends that SP-240A be approved. Since right-of-way and utility easements were dedicated with SP-240, Staff recommends that platting be waived.

The Zoning Ordinance states that sign illumination is to be by constant light. Staff recommends that the electronic message board proposed by the applicant, which will be located next to the southwest corner of the building, be allowed as shown. This sign, which will face west towards commercial property and is over 300 feet from any residential property, will be visible primarily only to parents and visitors to the CARD Head Start program.

Regarding the sign adjacent to Elm Place, Staff recommends it be approved subject to the following conditions:

1. The sign shall be located at least 90 feet from the section line along Elm Place.
2. The sign shall have a monument type base of at least three feet in width that screens the pole from view.

**Reviewed by: Farhad K. Daroga**

FKD: BDM





SP-240A  
CARD Head Start

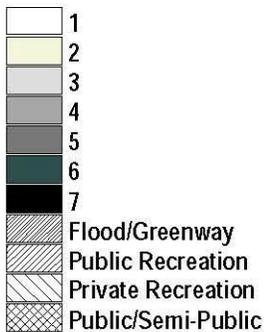


### Houston/Lynn Lane/Washington/Elm Place (Section 14-18-14)

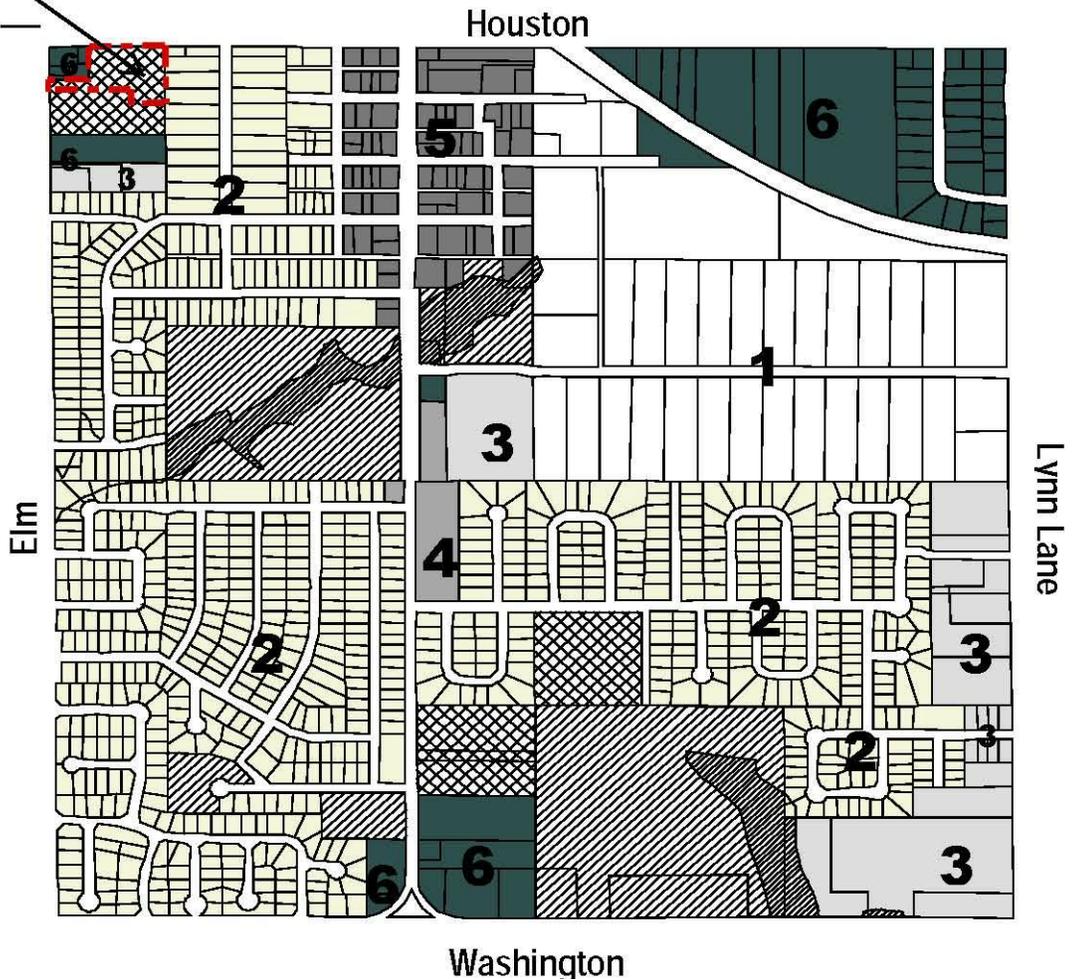
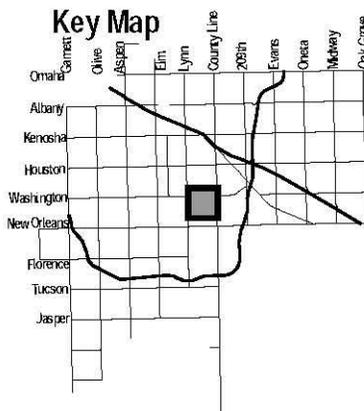
A Level 6 designation is given to industrial tracts in the northeast corner north of the railroad. Level 6 designations are also given to the tracts in the northwest corner in accordance with existing land use and zoning. Level 6 designations are also given to corners at Main and Washington based on existing zoning and land uses. However, there are two tracts, one zoned RMH and one zoned R-1 that are normally not consistent with a Level 6 designation, but should be encouraged to rezone to an appropriate Level 6 district. Level 5 designations are proposed on tracts adjoining Main Street to encourage the continuation of the downtown district south to Veterans Park and Central Park. South of Veterans Park, a Level 4 designation is found along Main street to reflect existing land use and zoning. A Level 3 designation is proposed for the southeast corner based on existing zoning, the LUIS model and proximity to Arrowhead Park. Other Level 3 designations are found along Main Street to reflect existing land use and zoning and along Lynn Lane in the southeast quarter section to reflect existing land use, zoning patterns and the LUIS model. A Level 1 designation is proposed south of the railroad tracts and north of the Home Gardens subdivision based on development constraints caused by poor access and the Haikey Creek that traverses the area. A Level 1 designation is also given to the Home Gardens subdivision to reflect existing land use and zoning, even though such designation is not consistent with the LUIS model for urban areas.

SP 240A

#### LUIS Classification



#### Key Map





**a.max**  
SIGN COMPANY, INC.

www.amaxsign.com

9520 E. 55th Place  
Tulsa, Oklahoma 74145  
ph. (918)622-0651 ... fax. (918)622-0659

QUALITY | VALUE | ASSURANCE

SCALE: 1/2"=1'

DATE: 10/11/11

FILE NAME: DF\_MAIN\_ID\_REV1

SALES REP: BRUCE ANDERSON

DRAWN BY: PW

PROJECT: CARD - HEAD START

LOCATION: BROKEN ARROW, OK

ADDRESS: 411 W HOUSTON



Signs will be built to meet UL specifications if required.

CLIENT APPROVAL / DATE:

LANDLORD APPROVAL / DATE:

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REVISIONS:

1. REMOVE MISS CENTER, LOWER SIGN 10/11/11 PW
- 2.
- 3.
- 4.
- 5.
- 6.

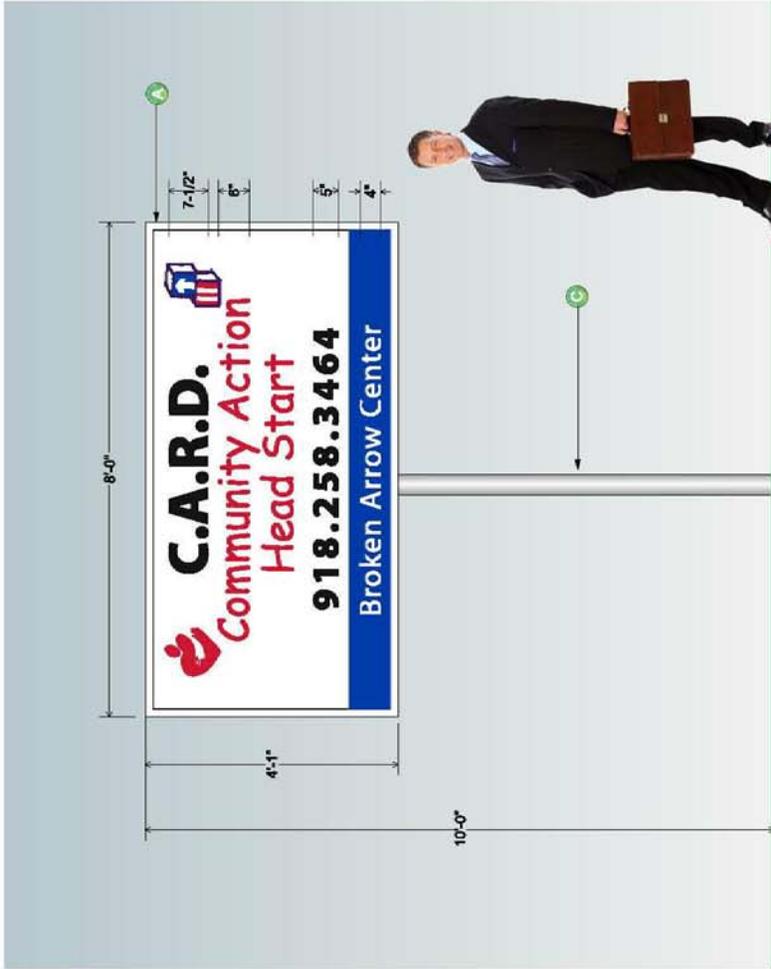
SHEET NUMBER **DWG**  
**2 of 2 101111-04**

**A.1**  
**DESCRIPTION**  
**SPECIFICATIONS**

- A** Fabricated Aluminum Cabinet w/ 1-1/2" Retainers, White Finish. White Acrylic Faces w/ Applied Vinyl Graphics. Illuminated Using H/O Lamps.
- B** NOT USED.
- C** Pole Painted White.



NOT TO SCALE. SIGNING PLACEMENT ONLY





**a-max**  
SIGN COMPANY, INC.

www.amaxsign.com

9520 E. 55th Place

Tulsa, Oklahoma 74145

ph: (918)622-0661 ... fax: (918)622-0669

QUALITY | VALUE | ASSURANCE

SCALE: 1/2"=1'

DATE: 10/11/11

FILE NAME: SF\_MSG\_CNTR

SALES REP: BRUCE ANDERSON

DRAWN BY: PW

PROJECT CARD - HEAD START

LOCATION: BROKEN ARROW, OK

ADDRESS: 411 W. HOUSTON



Signs will be built to meet UL specifications if required.

CLIENT APPROVAL / DATE:

LANDLORD APPROVAL / DATE:

These drawings are the property of A-Max Sign Company, and should not be copied, reproduced, or employed in any manner other than for the purchase or installation of signs as shown on these drawings. A-Max Sign Company reserves the right to make any changes or alterations of these drawings as necessary.

© A-Max Sign Company, 2011

REVISIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

SHEET NUMBER

**1 of 2**

DWG

**101111-06**

**A.1 S/F MONOCHROME LED MESSAGE CENTER. SPECIFICATIONS**

**A** Monochrome LED Message Center.

**B** Pole Painted Black.

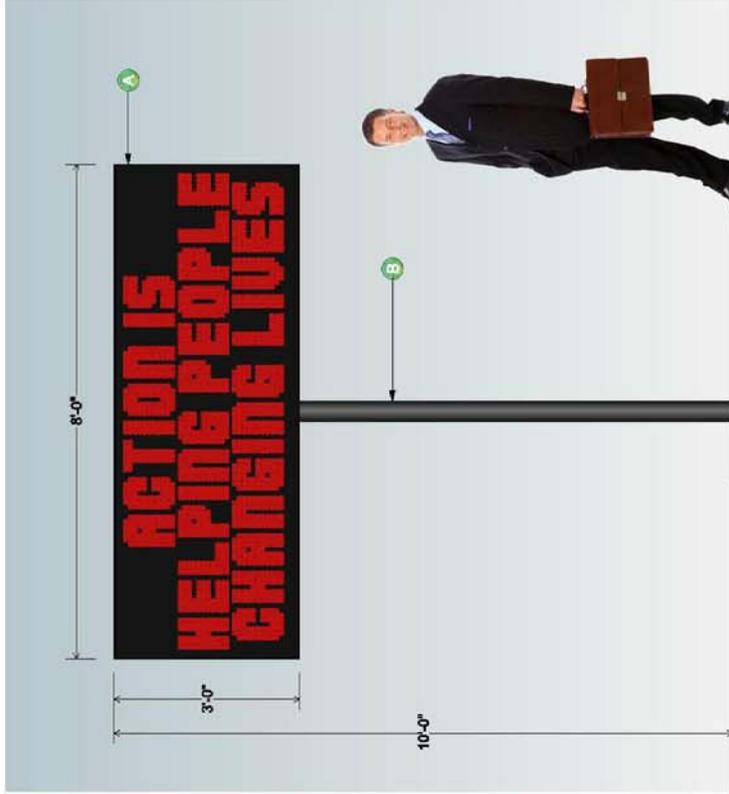
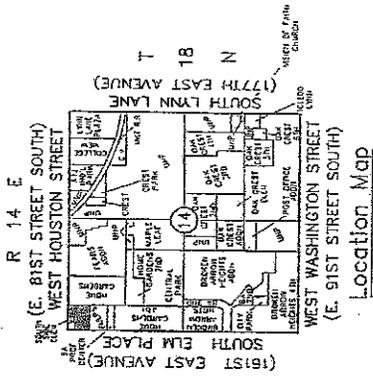


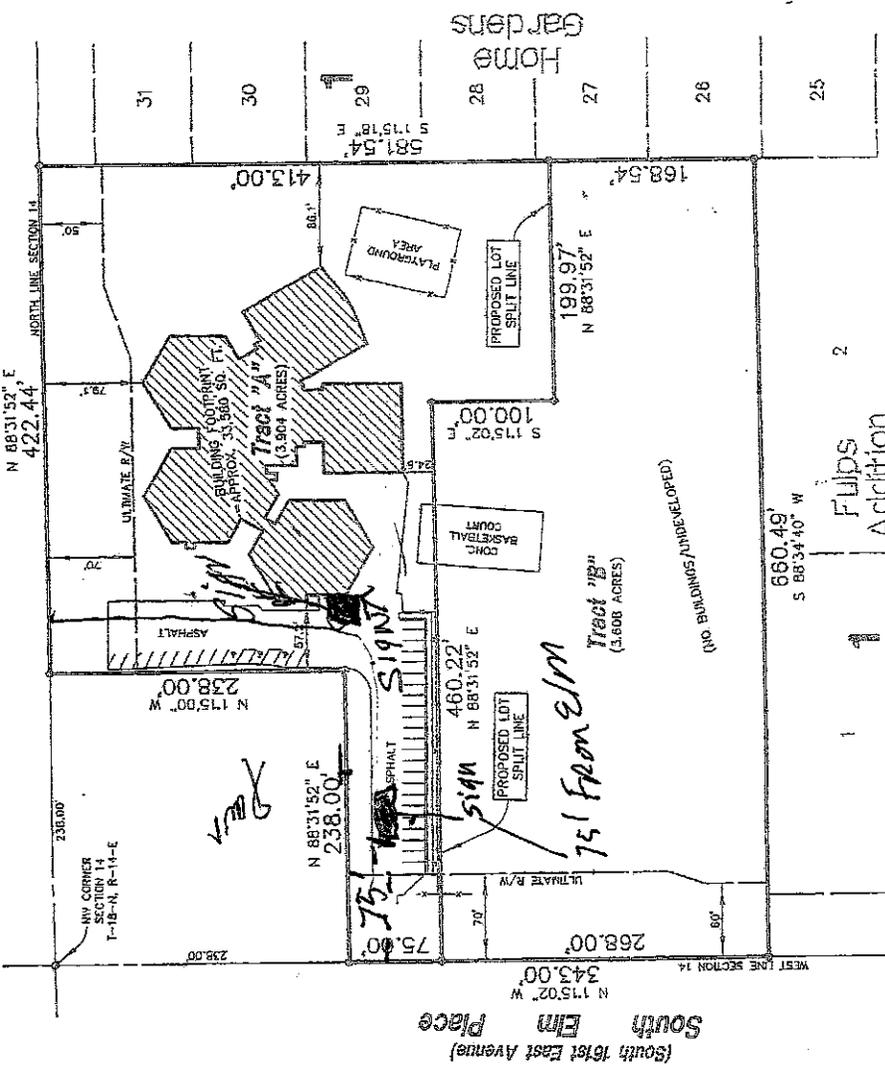
PHOTO SCALED TO APPROX.



Scale: 1" = 100'



(East 81st Street South)  
**Houston Street**



(South 161st East Avenue)  
**South Elm Place**

**Lot Split Exhibit**

of  
**Part of the NW/4 of the NW/4**  
**Section 14, T-18-N, R-14-E**  
City of Broken Arrow, Tulsa County, Oklahoma



**Siesmore Weisz & Associates, Inc.**  
611 EAST 29th PLACE  
TULSA, OKLAHOMA 74103  
CA. NO. 2461  
PHONE: (918) 665-3800  
FAX: (918) 665-8868  
EXP. DATE: 03/30/11

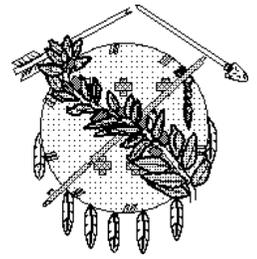
REVISIONS	BY	DATE

THIS PLAT OR DRAWING IS NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF SIESMORE WEISZ & ASSOCIATES, INC. ANY CHANGES MADE TO THIS PLAT OR DRAWING WITHOUT THE WRITTEN PERMISSION OF SIESMORE WEISZ & ASSOCIATES, INC. SHALL BE UNAUTHORIZED, AND SHALL RELIEVE SIESMORE WEISZ & ASSOCIATES, INC. OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

FILE:	1814.1400	SURVEY BY:	SAC	DATE:	6/7/10
ORDER:	15364.01	DRAWN BY:	JSR	SCALE:	1"=100'
BOOK:		CHECKED BY:	EDR	SHEET	1 OF 1

---

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** Office of the Director of Engineering and Construction  
**Subject:** Approval of Final Acceptance for the Public Improvement for  
Gentling Dental, located at 1100 E. Lansing Ave.

---

**Background:** Bret Barnhart Excavating has completed the construction of the Gentling Dental. The required improvement is in accordance with approved construction plans and appropriate construction documents. This improvement was constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvement is the following: (1) Paving.

The owner desires to donate the public improvement identified above to the City. This improvement has an approximate value of \$ 1,200.00.

**Cost:** \$1,200.00

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

**Reviewed By:** City Manager  
Legal Department

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

**Attachments:** Detailed Assessment Breakdown

**Recommendation:** Approve the Final Acceptance and Donation of the Public Improvements:  
Paving

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

**GENTLING DENTAL  
1100 E. LANSING AVE.  
INFRASTRUCTURE INVENTORY  
BROKEN ARROW, OKLAHOMA**

Prepared By: sjb  
Date: 12-8-11

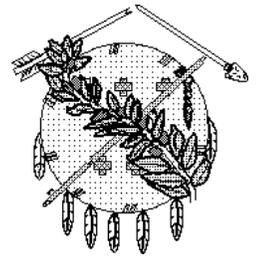
Description	Units	Quantity	Unit Price	Extension
-------------	-------	----------	------------	-----------

**PAVING**

Concrete	LF	110.00	\$7.08	\$778.80
Expnsion Joint	LF	112.00	\$1.25	\$140.00
Wheel Chair Ramps	EA	2.00	\$140.42	\$280.84
<b>Total Cost of Paving Improvements =</b>				<b>\$1,199.64</b>

**Total Cost of Constructed Improvements = \$1,199.64**

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Acceptance of a Utility Easement and Deed of Dedication located in a tract of land belonging to Harley R. and Carolyn G. Keele, an unplatted property approximately one-eighth mile east of 9<sup>th</sup> Street (Lynn Lane Road), and just south of Jasper Street (131<sup>st</sup> Street South), Broken Arrow (NW/4 Section 12, T17N, R14E) (BOA-699/BAZ1871)

**Background:** On November 14, 2011, the Board of Adjustment met and approved the request for variance for the property provided that an additional utility easement and right of way be dedicated. In order to meet those requirements, the owner is has submitted a deed of dedication and a utility easement dedication for the property located one-eighth mile east of 9<sup>th</sup> Street (Lynn Lane Road), and just south of Jasper Street (131<sup>st</sup> Street South).  
The property is being rezoned and split to facilitate single family residential homes on each parcel.

**Cost:** Recording fees

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

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

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

**Attachments:** Utility Easement  
Exhibit  
Legal Description  
Deed of Dedication  
Exhibit  
Legal Description  
Project Map

**Recommendation:** Accept the Utility Easement.

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

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Harley R. Keele and Carolyn G. Keele,  
husband and 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 \_\_\_\_\_  
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 28th day of November  
2011.

Harley R Keele  
Carolyn G Keele

State of Oklahoma )  
) ss.  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_  
November 2011, personally appeared Harley R. Keele & Carolyn G. Keele, husband & wife to me known to be the  
identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such  
person 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: Aug 1, 2015  
No. 99011417

Yvonne Morgan  
Notary Public

Approved as to Form:

Approved as to Substance:

Jesli Myers  
Asst. City Attorney

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

Engineer: [Signature] checked [Signature] 12-29-11  
Project:

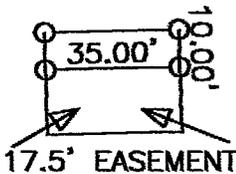
# EASEMENT DEDICATION

CL SECTION LINE

NE COR W/2,NW/4

188' CL E. 131ST STREET SOUTH

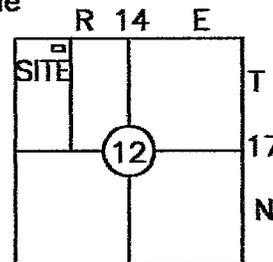
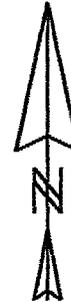
40'



17.5' EASEMENT

A piece, parcel, or tract of land 17.5 feet wide lying in the West Half of the Northwest Quarter of Section 12, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma more particularly described as follows:

The South 17.5 feet of the North 67.5 feet of the West 35 feet of the East 188 feet thereof.



LOCATION MAP



*Handwritten signature: Michael Jerome Huddleston*  
 11-28-11



HARLEY KEELE	
SCALE= 1" =50'	
DATE: 11-22-11	
DRAWN BY M.J.H	
HUDDLESTON LAND SURVEYING, INC. 918-451-1925 CA 1613 EXP. 6-30-13	
FILE:	KEELE17.5

ORIGINAL  
LEGAL DESCRIPTION

A piece, parcel, or tract of land lying in the W/2 of the NW/4 of Section 12, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma more particularly described as follows:

Beginning at a point 188 feet West and 40 feet South of the NE corner thereof;

THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 35.00 feet parallel to the North line thereof;  
THENCE South 01 degrees 43 minutes 34 seconds East for a distance of 556.50 feet parallel to the East line thereof;  
THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 153.00 feet parallel to the North line thereof;  
THENCE South 01 degrees 43 minutes 49 seconds East for a distance of 1932.54 feet along the East line thereof;  
THENCE South 88 degrees 16 minutes 26 seconds West for a distance of 30.79 feet ;  
THENCE South 83 degrees 05 minutes 29 seconds West for a distance of 204.35 feet ;  
THENCE North 67 degrees 11 minutes 13 seconds West for a distance of 57.93 feet ;  
THENCE North 38 degrees 42 minutes 46 seconds West for a distance of 164.75 feet ;  
THENCE North 01 degrees 46 minutes 16 seconds West for a distance of 218.61 feet ;  
THENCE North 04 degrees 52 minutes 31 seconds East for a distance of 287.98 feet ;  
THENCE North 34 degrees 11 minutes 27 seconds West for a distance of 159.54 feet ;  
THENCE North 88 degrees 37 minutes 58 seconds East for a distance of 388.83 feet ;  
THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 701.29 feet ;  
THENCE South 88 degrees 37 minutes 56 seconds West for a distance of 138.14 feet ;  
THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 1013.78 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 9.91 acres more or less.

*11-28-11*  
*Theresa J. [Signature]*  
LAND  
TULSA COUNTY  
OKLAHOMA



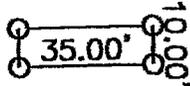
# DEED OF DEDICATION LEGAL DESCRIPTION

CL SECTION LINE

NE COR W/2,NW/4

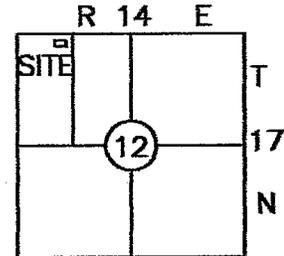
188' CL E. 131ST STREET SOUTH

40'



A piece, parcel, or tract of land lying in the West Half of the Northwest Quarter of Section 12, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma more particularly described as follows:

The South 10 feet of the North 50 feet of the West 35 feet of the East 188 feet thereof. Containing 0.01 acres more or less and subject to all restrictions of record.



LOCATION MAP



*Handwritten signature: Michael J. Huddleston*  
  
*11-28-11*

HARLEY KEELE	
SCALE= 1" =50'	
DATE: 11-22-11	
DRAWN BY MJH	
HUDDLESTON LAND SURVEYING, INC. 918-451-1925 CA 1613 EXP. 6-30-13	
FILE:	KEELE50

ORIGINAL  
LEGAL DESCRIPTION

A piece, parcel, or tract of land lying in the W/2 of the NW/4 of Section 12, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma more particularly described as follows:

Beginning at a point 188 feet West and 40 feet South of the NE corner thereof;

THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 35.00 feet parallel to the North line thereof;

THENCE South 01 degrees 43 minutes 34 seconds East for a distance of 556.50 feet parallel to the East line thereof;

THENCE North 88 degrees 33 minutes 43 seconds East for a distance of 153.00 feet parallel to the North line thereof;

THENCE South 01 degrees 43 minutes 49 seconds East for a distance of 1932.54 feet along the East line thereof;

THENCE South 88 degrees 16 minutes 26 seconds West for a distance of 30.79 feet ;

THENCE South 83 degrees 05 minutes 29 seconds West for a distance of 204.35 feet ;

THENCE North 67 degrees 11 minutes 13 seconds West for a distance of 57.93 feet ;

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THENCE North 34 degrees 11 minutes 27 seconds West for a distance of 159.54 feet ;

THENCE North 88 degrees 37 minutes 58 seconds East for a distance of 388.83 feet ;

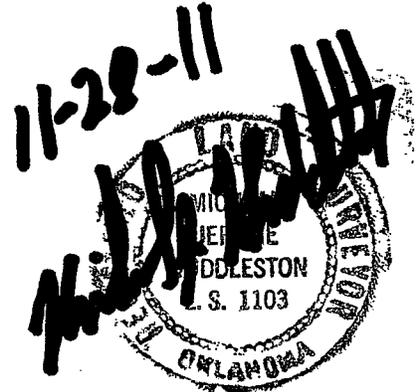
THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 701.29 feet ;

THENCE South 88 degrees 37 minutes 56 seconds West for a distance of 138.14 feet ;

THENCE North 01 degrees 43 minutes 34 seconds West for a distance of 1013.78 feet to the Point of Beginning.

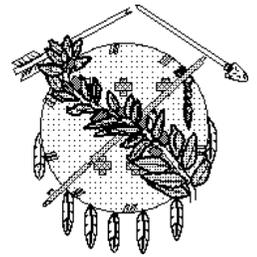
Together with and subject to covenants, easements, and restrictions of record.

Said property contains 9.91 acres more or less.



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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Acceptance of a Utility Easement located in a tract of land belonging to Indian Nations Council, BSA, an unplatted property approximately one-half mile east of 23rd Street (193rd East Avenue), and just north of New Orleans Street (101st Street South), Broken Arrow (SW/4 Section 19, T18N, R15E) (ST10-109)

---

**Background:** The Indian Nations Council, BSA is submitting a utility easement for a 8-inch main line sanitary sewer extension to serve a new ranger house. This is part of ongoing improvements at this location. City staff have reviewed the attached easement document and recommend approval.

**Cost:** Recording fees

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

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

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

**Attachments:** Utility Easement  
Exhibit A  
Exhibit B

**Recommendation:** Accept the 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 Nations Council, BSA by Bill Haines, its Scout Executive/CEO, of the legal and equitable title to the following described real estate situated in Wagoner 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 Wagoner County, State of Oklahoma, to wit:

See Attached Exhibits A and B

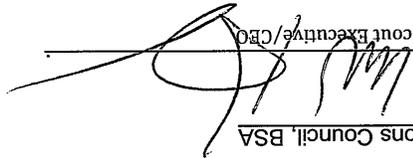
with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

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.

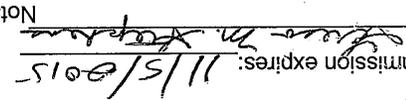
TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 16<sup>th</sup> day of December 20 11.

Indian Nations Council, BSA  
By   
Bill Haines, Scout Executive/CEO

State of Oklahoma )  
) ss.  
( County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this 16<sup>th</sup> day of December 20 11, personally appeared Bill Haines, for Indian Nations Council, BSA 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: 11/5/2015  
  
Notary Public

Project:

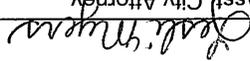
Engineer



checked:

 R-21-11

Asst. City Attorney



Approved as to Form:

City Manager

Approved as to Substance:

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

A FIFTEEN (15) FOOT WIDE STRIP OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 19; THENCE SOUTH 88°51'57" WEST ALONG THE SOUTHERLY LINE OF SAID SW/4 FOR 544.88 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING SOUTH 88°51'57" WEST ALONG SAID SOUTHERLY LINE FOR 15.00 FEET; THENCE NORTH 01°05'12" WEST FOR 95.40 FEET; THENCE NORTH 88°51'57" EAST PARALLEL WITH SAID SOUTHERLY LINE FOR 15.00 FEET; THENCE SOUTH 01°05'12" EAST FOR 95.40 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 1,431 SQUARE FEET OR 0.033 ACRES, MORE OR LESS.

**UTILITY EASEMENT CERTIFICATION**

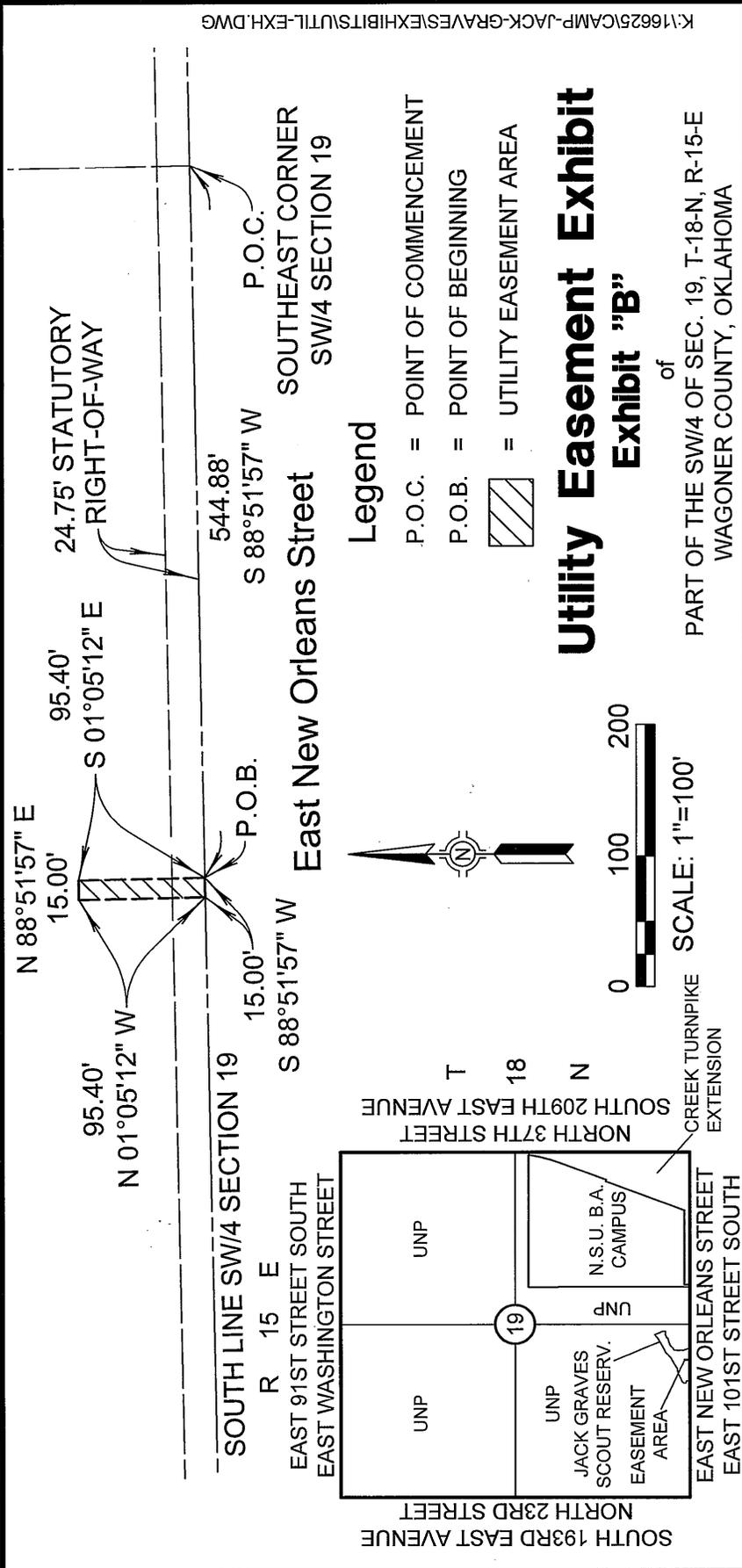
I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, AND IS A TRUE REPRESENTATION OF THE UTILITY EASEMENT AS DESCRIBED.

SISEMORE WEISZ & ASSOCIATES, INC.  
BY DEAN ROBINSON

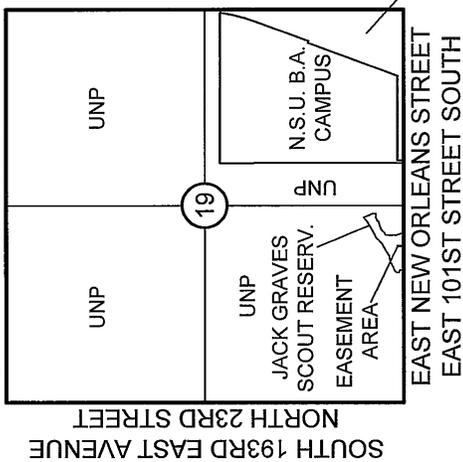


DEAN ROBINSON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF OKLAHOMA  
LICENSE NO. 1146  
EXPIRES 12/15/11

DATE  
12.15.11



K:\16625\CAMP-JACK-GRAVES\EXHIBITS\UTL-EXH.DWG



SCALE: 1"=100'

**Legend**

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- = UTILITY EASEMENT AREA

**Utility Easement Exhibit  
Exhibit "B"**

of  
PART OF THE SW/4 OF SEC. 19, T-18-N, R-15-E  
WAGONER COUNTY, OKLAHOMA

**Location Map**

Scale: 1"=2000'

FILE: 1815.19

WO#: 16625 DATE: 12/15/11

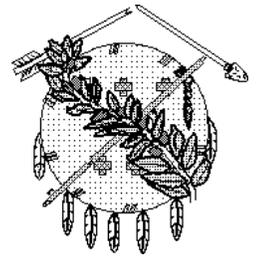
**Sisemore Weisz & Associates, Inc.**

6111 EAST 32nd PLACE  
TULSA, OKLAHOMA 74136  
C.A. NO. 2421

PHONE: (918) 685-3800  
FAX: (918) 685-8688  
EXP. DATE: 6/30/16



**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** Office of the City Manager  
**Subject:** Acceptance of a Utility Easement located in a tract of land belonging to Marcella S Giles and Wynema L. Capps, an unplatted property on the south west corner of Olive Avenue (129<sup>th</sup> East Avenue) and Florence Avenue, City of Broken Arrow, Tulsa County, State of Oklahoma (111<sup>th</sup> East Avenue) (S32 T18N R14E)

---

**Background:** This property is considered Indian Sovereign land and the site of a proposed Casino under the Kialegee Tribe of the Muscogee Creek Nation. The utility easement is being provided for the extension of a 16-inch water line along the west side of Olive Avenue (129<sup>th</sup> E. Avenue) from the north side Florence Avenue (111<sup>th</sup> E. Avenue south to the Creek Turnpike.

The submitted water line plans have been reviewed and approved by staff. City Staff has reviewed the submitted utility easement and recommend acceptance of the utility easement.

**Cost:** Recording fees

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

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

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

**Attachments:** Utility Easement  
Exhibit A

**Recommendation:** Accept the Utility Easement

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Marcella S. Giles and Wynema L. Capps the owner(s), of land that constitutes a portion of the original allotment of Tyler Burgess, full-blood Creek allottee, Roll #4226 which was allotted to him as restricted fee land on August 6, 1903 by The Creek Nation pursuant to the Act of Congress of March 1, 1901 "Original Creek Agreement" (31 Stat. 861). Marcella S. Giles and Wynema L. Capps (collectively the 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," a non-exclusive easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

### REAL ESTATE:

A TRACT OF LAND NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

### NON-EXCLUSIVE UTILITY EASEMENT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 18 NORTH, RANGE 14 EAST; THENCE S 89° 54' 24" W AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 32 A DISTANCE OF 56.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89° 54' 24" W AND ALONG SAID NORTH LINE A DISTANCE OF 20.11 FEET; THENCE S 06° 10' 58" E A DISTANCE OF 91.05 FEET; THENCE S 00° 02' 48" W A DISTANCE OF 259.83 FEET; THENCE S 29° 57' 12" E A DISTANCE OF 30.00 FEET; THENCE S 00° 02' 48" W A DISTANCE OF 382.07 FEET; THENCE S 39° 22' 40" E A DISTANCE OF 28.84 FEET; THENCE N 03° 19' 07" E A DISTANCE OF 29.49 FEET; THENCE N 00° 02' 48" E A DISTANCE OF 380.26 FEET; THENCE N 29° 57' 12" W A DISTANCE OF 30.00 FEET; THENCE N 00° 02' 48" E A DISTANCE OF 255.56 FEET; THENCE N 06° 10' 58" W A DISTANCE OF 90.01 FEET TO THE POINT OF BEGINNING.

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS A BEARING OF S 89°54'24" W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 32

SAID TRACT OF LAND CONTAINS 15474.683 SQUARE FEET / 0.355 ACRES

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances. A survey of the Utility Easement is attached and incorporated as Exhibit "A".

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. Grantor shall have the right to relocate the easement provided, Grantor at its expense relocates all of the Grantee's utility lines in a manner and in a location reasonably acceptable to Grantee.

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 28<sup>th</sup> day of December 2011.

Marcella S. Giles  
Marcella S. Giles

VIRGINIA  
State of ~~Oklahoma~~ )  
 ) ss.  
County of FAIRFAX )

Before me, the undersigned, a Notary Public within and for said County and State, on this 28<sup>th</sup> day of December 2011, personally appeared Marcella S. Giles 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: 2-29-12

Michael J. Heilmann  
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 29<sup>th</sup> day of DECEMBER 2011.

Wynema L. Capps  
Wynema L. Capps

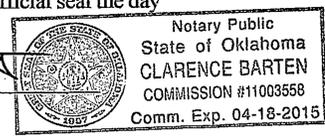
State of Oklahoma )  
 ) ss.  
County of CREEK )

Before me, the undersigned, a Notary Public within and for said County and State, on this 29<sup>th</sup> day of DECEMBER 2011, personally appeared Wynema L. Capps 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: 4/18/2015

Clarence Barten  
Notary Public



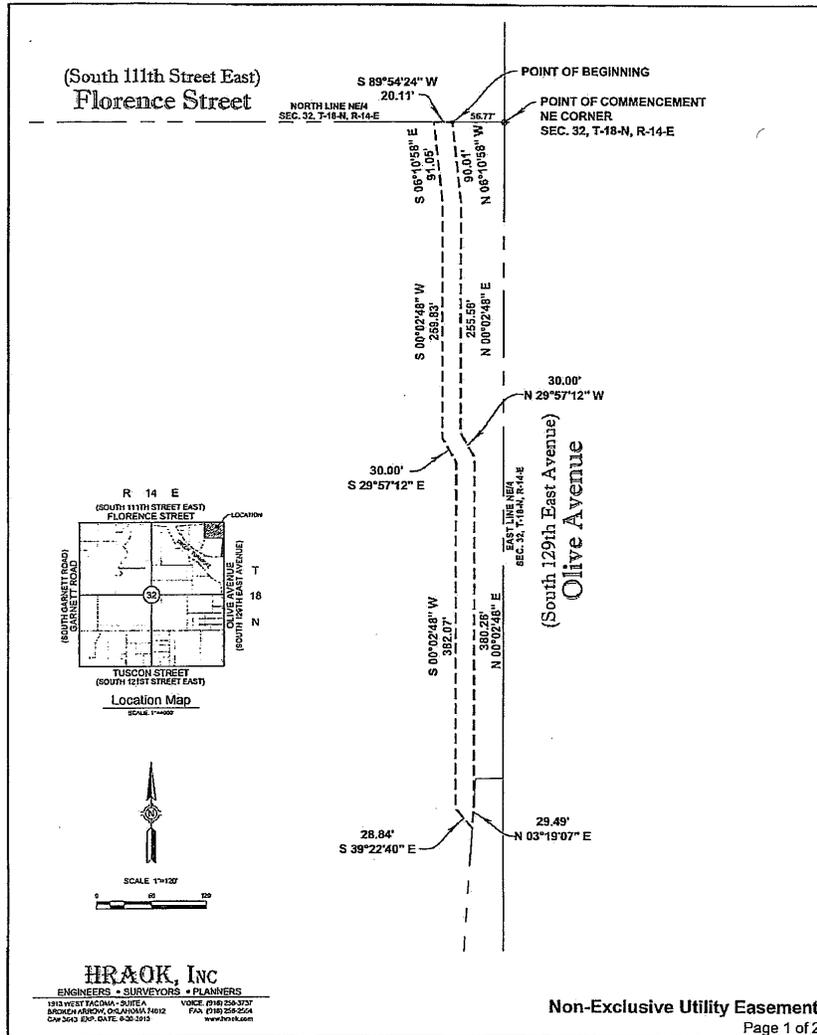
Approved as to Form:  
Sesli Myers  
Asst. City Attorney

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

Engineer: [Signature] checked: [Signature] 12-29-11  
Project:

EXHIBIT A

# Exhibit A



**REAL ESTATE:**

A TRACT OF LAND NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

**NON-EXCLUSIVE UTILITY EASEMENT:**

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 18 NORTH, RANGE 14 EAST; THENCE S 89° 54' 24" W AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 32 A DISTANCE OF 56.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89° 54' 24" W AND ALONG SAID NORTH LINE A DISTANCE OF 20.11 FEET; THENCE S 06° 10' 58" E A DISTANCE OF 91.05 FEET; THENCE S 00° 02' 48" W A DISTANCE OF 259.83 FEET; THENCE S 06° 10' 58" E A DISTANCE OF 30.00 FEET; THENCE S 00° 02' 48" W A DISTANCE OF 382.07 FEET; THENCE S 38° 22' 40" E A DISTANCE OF 28.84 FEET; THENCE N 03° 19' 07" E A DISTANCE OF 29.49 FEET; THENCE N 00° 02' 48" E A DISTANCE OF 380.26 FEET; THENCE N 29° 57' 12" W A DISTANCE OF 30.00 FEET; THENCE N 00° 02' 48" E A DISTANCE OF 255.56 FEET; THENCE N 06° 10' 58" W A DISTANCE OF 90.01 FEET TO THE POINT OF BEGINNING.

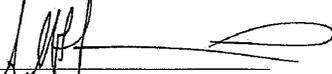
**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS IS A BEARING OF S 89°54'24" W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 32

SAID TRACT OF LAND CONTAINS 15474.683 SQUARE FEET / 0.355 ACRES

**SURVEYOR'S CERTIFICATION:**

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

  
ALBERT JONES III  
OKLAHOMA P.L.S. #1580  
CERTIFICATE OF AUTHORIZATION #3643  
CA EXPIRATION DATE: JUNE 30, 2013

11.21.11  
DATE



**HRAOK, INC**  
ENGINEERS • SURVEYORS • PLANNERS  
1913 WEST TACOMA - SUITE A VOICE (918) 258-2727  
BROKEN ARROW, OKLAHOMA 74012 FAX (918) 258-2554  
OSR 0023 EXP. DATE: 6-30-2013 www.hraok.com

Non-Exclusive Utility Easement

Page 2 of 2

November 21, 2011

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
11/16/2011	7644	SOUTHERN AGRICULTURE	PI6094	209901	010-6002-451.60-23 11/16/2011 TOTAL CUMULATIVE TOTAL	4.95 4.95 4.95
11/17/2011	370	AIRGAS INC	PI5966	9003087658	010-3502-422.60-23	385.09
11/17/2011	4311	UNITED FORD	PI6093	1686073	010-3001-421.60-20 11/17/2011 TOTAL CUMULATIVE TOTAL	187.82 572.91 577.86
11/23/2011	7644	SOUTHERN AGRICULTURE	PI6095	210703	010-3001-421.60-47 11/23/2011 TOTAL CUMULATIVE TOTAL	25.99 25.99 603.85
11/28/2011	5113	PHARMACEUTICAL SYSTEMS INC (PS	PI5967	C-10224118	010-3502-422.60-23	47.79
11/28/2011	7644	SOUTHERN AGRICULTURE	PI6096	211001	010-6002-451.60-23 11/28/2011 TOTAL CUMULATIVE TOTAL	1.98 49.77 653.62
11/29/2011	8280	CONRAD FIRE EQUIPMENT INC	PI5968	474760	010-3501-422.60-20 11/29/2011 TOTAL CUMULATIVE TOTAL	98.62 98.62 752.24
12/01/2011	5202	STERICYCLE INC.	PI6025	4003014796	010-3502-422.30-87 12/01/2011 TOTAL CUMULATIVE TOTAL	132.59 132.59 884.83
12/02/2011	830	DEANS RV SUPERSTORE INC	PI6161	48647	010-3001-421.40-29	1,206.45
12/02/2011	9116	DEFENDER SUPPLY LLC	PI6159	1770	010-3001-421.60-20 12/02/2011 TOTAL CUMULATIVE TOTAL	206.50 1,412.95 2,297.78
12/05/2011	5941	LOWES	PI5973	71604	010-6000-451.60-23 12/05/2011 TOTAL CUMULATIVE TOTAL	83.07 83.07 2,380.85
12/07/2011	399	LOCKE SUPPLY COMPANY	PI6221	1676284100	010-6001-451.60-18	112.29
12/07/2011	1814	TESSCO TECHNOLOGIES INC.	PI6050	977848	010-1103-419.60-23	73.27
12/07/2011	7644	SOUTHERN AGRICULTURE	PI6140	211933	010-6002-451.60-23	4.95
			PI6141	211933	010-6002-451.60-23	2.97
			PI6142	211933-	010-6002-451.60-23 12/07/2011 TOTAL CUMULATIVE TOTAL	4.95- 188.53 2,569.38
12/08/2011	5941	LOWES	PI5974	01535	010-6002-451.60-18	68.40
12/08/2011	6822	TULSA WINNELLSON	PI6020	42093400	010-6001-451.60-18 12/08/2011 TOTAL CUMULATIVE TOTAL	226.65 295.05 2,864.43
12/09/2011	399	LOCKE SUPPLY COMPANY	PI6004	1669028100	010-6004-451.60-18	108.00
12/09/2011	452	GELCO UNIFORMS & SHOES INC	PI6028	00141584	010-6003-451.60-10	100.00
12/09/2011	5941	LOWES	PI5976	01561	010-6000-451.60-18	14.45

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/09/2011	8030	BLANCHAT MFG INC	PI5977 02805 PI6038 13001		010-3001-421.60-18 010-3501-422.60-20 12/09/2011 TOTAL - CUMULATIVE TOTAL -	7.58 94.28 324.31 3,188.74
12/10/2011	420	APAC-CENTRAL, INC	PI6032 7000419072		010-5300-431.60-80 12/10/2011 TOTAL - CUMULATIVE TOTAL -	144.83 144.83 3,333.57
12/12/2011	71	BROKEN ARROW ELECTRIC INC	PI5972 S1422915001		010-1700-419.60-18	125.35
12/12/2011	97	CASCO INDUSTRIES INC	PI6033 107352 PI6153 107351		010-3501-422.60-20 010-3501-422.60-10	63.00 162.90
12/12/2011	100	WAYEST SAFETY INC	PI6030 1065002		010-3501-422.60-11	467.58
12/12/2011	269	RALSTONS MUFFLER	PI6022 1137		010-3001-421.60-20	49.95
12/12/2011	399	LOCKE SUPPLY COMPANY	PI6005 1678893300 PI6006 1679053600 PI6007 1697121100		010-6001-451.60-18 010-6001-451.60-18 010-6001-451.60-18	35.48 6.35 5.48
12/12/2011	786	CLIFFORD POWER SYSTEMS INC	PI6053 0078428		010-3501-422.60-20	316.50
12/12/2011	4311	UNITED FORD	PI6001 17005255		010-3001-421.60-20	387.14
12/12/2011	5941	LOWES	PI5979 02490/ PI5980 03727 PI5981 12228		010-6000-451.60-23 010-6000-451.60-23 010-6003-451.60-23	14.19 7.71 24.98
12/12/2011	7182	PARK STRUCTURES	PI5982 12228		010-6003-451.60-31	29.98
12/12/2011	8030	BLANCHAT MFG INC	PI6157 27906 PI6039 13002 PI6040 13002		010-6000-451.60-33 010-3501-422.60-20 010-3501-422.60-20	362.31 178.53 24.99
12/13/2011	438	WS DARLEY & COMPANY	PI6043 14673580 PI6044 14673580 PI6045 14673580 PI6046 14673580		010-3501-422.60-20 010-3501-422.60-20 010-3501-422.60-20 010-3501-422.60-20	43.97 85.09 24.78 559.29
12/13/2011	515	T & W TIRE	PI6056 4844653		010-3501-422.60-19	1,795.68
12/13/2011	1993	G W VAN KEPPEL COMPANY	PI6055 D96288		010-5300-431.60-20	448.35
12/13/2011	4311	UNITED FORD	PI6002 1701083 PI6003 1701330		010-3001-421.60-20 010-3001-421.60-20	378.56 135.21
12/13/2011	4576	CHIEF SUPPLY CORPORATION	PI6158 445480		010-3001-421.60-23	150.93
12/13/2011	5371	ATC FREIGHTLINER GROUP	PI6060 63361720 PI6061 63361720		010-5300-431.60-20 010-5300-431.60-20	183.63 1.93
12/13/2011	5770	HENRY SCHEIN INC	PI6145 408137701		010-3502-422.60-23	2,179.25
12/13/2011	5941	LOWES	PI5985 01930 PI5988 12410		010-6000-451.60-23 010-6002-451.60-18 12/13/2011 TOTAL - CUMULATIVE TOTAL -	10.98 17.91 6,015.56 11,611.55
12/14/2011	225	FRONTIER INTERNATIONAL INC	PI6062 837731		010-5300-431.60-20	417.44
12/14/2011	240	GRAINGER INC	PI6175 9708432399		010-0800-415.60-24	474.76
12/14/2011	278	PHYSIO-CONTROL INC	PI6257 112074067		010-3502-422.60-23	366.00
12/14/2011	399	LOCKE SUPPLY COMPANY	PI6008 1680688000 PI6009 1680945400		010-1700-419.60-18 010-3001-421.60-18	190.80 3.98

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/14/2011	3696	CONTROLLED POWER COMPANY	PI6010	1681101700	010-3001-421.60-18	15.17
12/14/2011	5941	LOWES	PI6164	33595	010-1103-419.40-55	4,044.00
			PI5993	13927	010-3501-422.60-23	55.18
					12/14/2011 TOTAL -	5,567.33
					CUMULATIVE TOTAL -	17,178.88
12/15/2011	60	BLOSS SALES AND RENTAL	PI6063	21997	010-6003-451.60-24	381.00
12/15/2011	206	FERGUSON PONTIAC GMC TRUCK	PI6069	113133	010-5300-431.60-20	210.15
12/15/2011	278	PHYSIO-CONTROL INC	PI6258	112074397	010-3502-422.60-23	2,040.00
12/15/2011	399	LOCKE SUPPLY COMPANY	PI6011	1681511500	010-6002-451.60-18	54.89
12/15/2011	786	CLIFFORD POWER SYSTEMS INC	PI6051	00748461	010-1700-419.60-20	197.00
12/15/2011	899	MCKITTRICK PRECAST, INC.	PI6177	475641	010-5105-432.60-27	64.00
12/15/2011	1814	TESSCO TECHNOLOGIES INC.	PI6272	066838	010-1103-419.60-23	99.70
12/15/2011	2016	BIXBY RADIATOR INC	PI6070	32712	010-3501-422.60-20	48.00
12/15/2011	2315	MOORE MEDICAL	PI6254	97059846RI	010-3502-422.60-23	1,003.50
12/15/2011	4311	UNITED FORD	PI6255	97059846RI	010-3502-422.60-24	375.75
12/15/2011	4937	ASSOCIATED PARTS & SUPPLY	PI6117	CM1686073	010-3001-422.60-20	267.15-
12/15/2011	5371	ATC FREIGHTLINER GROUP	PI5970	133414	010-3501-422.60-18	110.35
12/15/2011	5941	LOWES	PI6170	63362012	010-5300-431.60-20	424.31-
			PI6171	63362013	010-5300-431.60-20	210.38-
			PI5995	01213	010-3501-422.60-18	7.17
			PI5996	12804	010-3501-422.60-23	35.04
			PI6105	02180	010-6000-451.60-23	7.71
			PI6129	42177000	010-3501-422.60-18	7.39
					12/15/2011 TOTAL -	3,739.81
					CUMULATIVE TOTAL -	20,918.69
12/16/2011	240	GRAINGER INC	PI6181	9710414104	010-6000-451.60-24	133.00
12/16/2011	255	SAF T GLOVE INC	PI6180	10516700	010-3009-421.60-11	117.42
12/16/2011	399	LOCKE SUPPLY COMPANY	PI6120	1682931400	010-6003-451.60-18	2.71
12/16/2011	687	WHEELED COACH	PI6274	220303	010-3501-422.60-20	33.11
12/16/2011	786	CLIFFORD POWER SYSTEMS INC	PI6178	0078482	010-1700-419.60-20	186.00
12/16/2011	1891	TUCKER JANITOR SUPPLIES INC	PI6066	05823800	010-3501-422.60-30	33.00
			PI6067	05823800	010-3501-422.60-30	105.92
			PI6068	05823800	010-3501-422.60-30	96.80
			PI6106	02342	010-6000-451.60-23	47.20
			PI6146	398826	010-3502-422.60-23	742.39
			PI6133	P1820629012	010-3501-422.60-18	34.24
			PI6143	21765	010-6002-451.60-23	2.97
					12/16/2011 TOTAL -	1,534.76
					CUMULATIVE TOTAL -	22,453.45
12/17/2011	366	J & J SAND CO	PI6130	1028503	010-5300-431.60-80	136.67
12/17/2011	420	APAC-CENTRAL, INC	PI6123	7000421424	010-5300-431.60-80	230.75
			PI6156	700421147	010-5300-431.60-80	283.59
					12/17/2011 TOTAL -	651.01
					CUMULATIVE TOTAL -	23,104.46
12/19/2011	19	ALL KILL PEST CONTROL	004808	73380	010-6001-451.40-07	45.00
			004809	73378	010-6004-451.40-07	50.00
			004810	73410	010-6000-451.40-07	30.00

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/19/2011	43	ARROW SPRINGS ANIMAL HOSPITAL	004814	81591	010-3001-421.30-87	44.87
12/19/2011	269	RALSTONS MUFFLER	004815	81561	010-3001-421.30-87	100.00
12/19/2011	308	OVERHEAD DOOR CO	PI6227	1140	010-3501-422.60-20	49.95
12/19/2011	370	AIRGAS INC	004837	290087880	010-3501-422.40-07	900.00
12/19/2011			004802	9900747189	010-3009-421.40-33	52.08
12/19/2011			004803	9900747189	010-6000-451.40-33	19.14
12/19/2011			004807	9900747189	010-3502-422.60-23	145.85
12/19/2011	538	CSC CREDIT SERVICE INC	004817	6741983	010-3001-421.50-54	50.00
12/19/2011	584	SAMS CLUB	004839	021368911	010-3008-421.60-23	343.93
12/19/2011	1204	FINANCIAL EQUIPMENT CO	004819	1150	010-1104-419.40-55	162.00
12/19/2011			004820	1151	010-1104-419.40-55	536.00
12/19/2011	1631	NATIONAL SAFETY COUNCIL	004831	1056728	010-3001-421.30-11	55.00
12/19/2011			004832	1056729	010-3001-421.30-11	55.00
12/19/2011			004833	1056735	010-3001-421.30-11	55.00
12/19/2011			004834	1056734	010-3001-421.30-11	55.00
12/19/2011	2492	LARRY SPRING	004824	12/16/11	010-5300-431.30-11	20.00
12/19/2011	3911	YORK ELECTRONICS SYSTEMS INC	004857	55250	010-1700-419.40-07	300.00
12/19/2011			004858	55251	010-6001-451.40-07	300.00
12/19/2011	4225	AT&T LANGUAGE LINE SERVICE	004816	2846773	010-3006-421.30-87	49.90
12/19/2011	4311	UNITED FORD	PI6118	1704649	010-3001-421.60-20	133.41
12/19/2011	4513	CUSTOM SERVICES	004818	1171294	010-1700-419.40-07	379.18
12/19/2011	4969	ACCOUNTEMPS	004798	34473667	010-1102-419.50-37	616.85
12/19/2011	5797	MOBILE MINI INC.	004830	113161232	010-3010-421.40-33	108.00
12/19/2011	5941	LOWES	PI6108	02073//	010-6000-451.60-23	284.05
12/19/2011			PI6110	02106//	010-6000-451.60-23	19.80
12/19/2011			004835	12/13/11	010-6000-451.60-23	4.94
12/19/2011	5942	CONSTRUCTION INDUSTRIES BOARD	004835	12/13/11	010-1415-424.30-11	35.00
12/19/2011	6309	BATTERIES PLUS	PI6179	20216701	010-3501-422.60-23	75.93
12/19/2011	6542	DJ CONNECTION	004821	02/11/12	010-6002-451.40-28	480.00
12/19/2011	6842	VISITING NURSE ASSOC. OF TULSA	004856	104668	010-3008-421.30-87	174.00
12/19/2011	7610	MEDNOW URGENT CARE CENTER	004827	94565	010-3001-421.30-87	40.00
12/19/2011			004828	92897	010-3001-421.30-87	66.00
12/19/2011	8508	TULSA COUNTY PRINT SHOP	004844	140014174	010-1700-419.50-36	156.87
12/19/2011			004845	140014175	010-1700-419.50-36	64.19
12/19/2011			004846	140014176	010-1700-419.50-36	98.64
12/19/2011			004847	140014274Q	010-1700-419.50-36	455.34
12/19/2011			004848	140014336	010-1700-419.50-36	50.20
12/19/2011			004849	140014337	010-1700-419.50-36	12.19
12/19/2011			004850	140013634	010-1700-419.50-36	61.40
12/19/2011			004851	140013881	010-1700-419.50-36	50.21
12/19/2011			004852	140014172	010-1700-419.50-36	61.44
12/19/2011			004853	140014173	010-1700-419.50-36	61.44
12/19/2011	9107	ALPHA AWARDS & ENGRAVING	004859	12/14/11	010-1104-419.60-23	7.00
12/19/2011	99999	MISC-A/R REFUNDS	004840	67215	010-0000-229.15-00	50.00
					12/19/2011 TOTAL -	6,964.80
					CUMULATIVE TOTAL -	30,069.26
12/20/2011	225	FRONTIER INTERNATIONAL INC	PI6184	838072	010-3501-422.60-20	151.80
12/20/2011	377	KIMS INTERNATIONAL	PI6121	0058591	010-3501-422.60-20	38.09
12/20/2011	899	MCKITTRICK PRECAST, INC.	PI6183	475644	010-5105-432.60-27	60.00
12/20/2011	4311	UNITED FORD	PI6119	1704586	010-3001-421.60-20	41.22

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/20/2011	5941	LOWES	PI6111	01587	010-3501-422.60-18	18.90
			PI6114	02354	010-6000-451.60-34	11.34
			PI6115	02427	010-3501-422.60-18	15.08
			PI6116	56220	010-3501-422.60-18	67.20
12/20/2011	8002	POLARIS OUTDOORS	PI6160	1137R	010-3503-422.60-19	268.46
12/20/2011	8855	SALTUS TECHNOLOGIES LLC	PI6285	1112-06	010-1103-419.60-23	33.00
					12/20/2011 TOTAL -	705.09
					CUMULATIVE TOTAL -	30,774.35
12/21/2011	42	ARROW SAFE AND LOCK INC	PI6134	61216	010-6000-451.60-23	10.50
12/21/2011	71	BROKEN ARROW ELECTRIC INC	PI6209	S1426082001	010-6000-451.60-23	4.38
			PI6210	S1426087001	010-5110-437.60-35	31.42
12/21/2011	2315	MOORE MEDICAL	PI6256	97067910RI	010-3502-422.60-23	367.20
12/21/2011	5381	ESRI INC	PI6273	92429862	010-1103-419.40-55	20,200.00
12/21/2011	5941	LOWES	PI6211	02565/	010-6000-451.60-23	23.62
			PI6212	02580/	010-5105-432.60-18	13.80
12/21/2011	8227	POSTON EQUIPMENT SALES, INC.	PI6280	58342	010-6000-451.60-20	131.80
12/21/2011	8702	ERGON ASPHALT & EMULSIONS	PI6252	9400847775	010-5300-431.60-80	470.73
					12/21/2011 TOTAL -	21,253.45
					CUMULATIVE TOTAL -	52,027.80
12/22/2011	42	ARROW SAFE AND LOCK INC	PI6230	61219	010-6000-451.60-18	18.95
12/22/2011	399	LOCKE SUPPLY COMPANY	PI6222	1686671900	010-6000-451.60-18	23.95
12/22/2011	759	H D INDUSTRIES INC	PI6284	18441	010-5300-431.60-20	93.30
12/22/2011	2774	CHILDRENS SPECIALTIES INC	PI6264	11483	010-6000-451.60-33	496.00
12/22/2011	4311	UNITED FORD	PI6220	1707238	010-3001-421.60-20	524.02
12/22/2011	4536	PRECISION FIRE APPARATUS, INC	PI6265	9786	010-3501-422.60-20	385.72
12/22/2011	5936	CONTINENTAL BATTERY	PI6281	822364	010-5300-431.60-20	64.71
			PI6283	822359	010-3001-421.60-20	288.32
12/22/2011	5941	LOWES	PI6217	02829//	010-6002-451.60-23	9.47
					12/22/2011 TOTAL -	1,904.44
					CUMULATIVE TOTAL -	53,932.24
12/23/2011	269	RALSTONS MUFFLER	PI6228	1147	010-3001-421.60-20	70.00
12/23/2011	5199	GARDEN STATE HIGHWAY PRODUCTS	PI6268	084372	010-5300-431.60-36	285.00
12/23/2011	7486	BUILDING SPECIALTIES	PI6229	P1820629240	010-1700-419.60-18	34.24
12/23/2011	9151	CLEAN THE UNIFORM CO OKLAHOMA	004888	50522178	010-3001-421.40-33	3.50
			004891	50522174	010-5105-432.40-31	1.00
			004892	50522180	010-1104-419.40-33	8.00
			004893	50522154	010-5105-432.40-31	8.10
			004895	50522156	010-5300-431.40-31	61.29
			004897	50522164	010-1700-419.40-33	.87
			004900	50522155	010-5110-437.40-31	55.52
			004901	50522175	010-6000-451.40-31	52.44
			004904	50522192	010-6003-451.40-31	8.76
			004907	50523141	010-5110-437.40-31	12.70
			004909	50523151	010-6002-451.40-33	42.81
			004914	50523142	010-1700-419.40-33	.87
			004920	50523163	010-5300-431.40-31	61.29
			004921	50523163	010-6000-451.40-31	52.44
					010-6003-451.40-31	8.76

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			004928	50523140	010-5105-432.40-31	8.10
			004930	50520162	010-1400-419.40-31	9.36
			004931	50521158	010-1400-419.40-31	9.36
			004932	50522168	010-1400-419.40-31	9.36
			004933	50523157	010-1400-419.40-31	9.36
			004934	50520156	010-1415-424.40-31	27.24
			004935	50521149	010-1415-424.40-31	27.24
			004936	50522161	010-1415-424.40-31	27.24
			004937	50523148	010-1415-424.40-31	27.24
					12/23/2011 TOTAL	922.09
					CUMULATIVE TOTAL	54,854.33
12/24/2011	366	J & J SAND CO	A/K/A PI6226	1028521	010-5300-431.60-80	282.17
					12/24/2011 TOTAL	282.17
					CUMULATIVE TOTAL	55,136.50
12/27/2011	19	ALL KILL PEST CONTROL	004944	73426	010-6000-451.40-07	30.00
12/27/2011	79	BROKEN ARROW SENIORS INC	004947	JAN 2012	010-1700-419.50-10	4,041.66
12/27/2011	97	CASCO INDUSTRIES INC	004949	107484	010-3501-422.40-20	217.50
12/27/2011	160	DOERNER SAUNDERS DANIEL & ANDE	004950	12/12/11	010-1700-419.30-08	504.00
12/27/2011	742	SECRETARY OF STATE	004982	12/12/11	010-3001-421.30-11	10.00
12/27/2011	2385	TULSA DAILY COMMERCE & LEGAL N	004987	380458	010-1700-419.50-05	20.00
			004988	380456	010-1700-419.50-05	74.20
12/27/2011	3444	ADMIRAL EXPRESS OFFICE SUPPLY	004941	13168691	010-3001-421.60-03	25.99
			004942	13168940	010-3010-421.60-03	12.08
			004943	13200430	010-3008-421.60-03	11.23
12/27/2011	3648	LINDA MASON	004970	12/20/11	010-3501-422.60-23	100.00
12/27/2011	3722	HOMEBUILDERS ASSN OF GREATER T	004964	1112314	010-1700-419.50-86	250.00
			004965	1112315	010-1700-419.50-86	250.00
12/27/2011	4198	NEIGHBOR NEWSPAPERS	004975	380624	010-1700-419.50-05	74.20
			004976	380625	010-1700-419.50-05	15.40
12/27/2011	4409	NATIONAL OCCUPATIONAL HEALTH	004974	995839	010-1102-419.30-02	22.00
12/27/2011	4990	SHAYNE LAWSON	004983	12/20/11	010-5300-431.30-11	20.00
12/27/2011	5250	WILLIAM VAUGHN	004990	SPRING/SUMMER	010-3501-422.30-11	2,000.00
12/27/2011	5445	INTERNATIONAL ASSOCIATION FOR	004966	90322	010-3001-421.30-85	50.00
12/27/2011	5623	FIRECO	004954	26791	010-3501-422.40-07	135.50
12/27/2011	5866	JACKIE SMITHSON	004967	FALL 2011	010-3001-421.30-11	414.06
12/27/2011	6137	WOODCREST LITHOGRAPHY	004991	1134812	010-1700-419.50-36	780.00
			004993	1133012	010-1700-419.50-36	780.00
12/27/2011	6842	VISITING NURSE ASSOC. OF TULSA	004989	104714	010-3008-421.30-87	174.00
12/27/2011	7390	PRESTON PRUBETT	004980	FALL 2011	010-3501-422.30-11	1,000.00
12/27/2011	7935	ACCUFAX	004938	5342533	010-1102-419.50-54	80.00
12/27/2011	8557	GRANICUS, INC.	004956	31923	010-1700-419.30-87	782.56
12/27/2011	8581	JENNIFER H TUDOR	004968	12/1-20/11	010-6002-451.40-28	308.00
12/27/2011	8731	MIKE GOLDEN	004972	12/22/11	010-3001-421.60-10	79.62
12/27/2011	8991	ONEOK ENERGY MARKETING CO	004977	01295	010-3001-421.50-24	1,220.78
12/27/2011	9039	ATSI	004945	INV1011357	010-5110-437.30-35	630.00
12/27/2011	99999	MISC-A/R REFUNDS	004971	67311	010-0000-229.15-00	40.00
					12/27/2011 TOTAL	14,152.78
					CUMULATIVE TOTAL	69,289.28

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/28/2011	88	WEST PUBLISHING COMPANY	005030	823982455	010-0800-415.60-28	2,149.33
12/28/2011	309	OKLAHOMA NATURAL GAS CO	005016	179445691	010-0800-415.60-28	768.75
			005017	110382200	010-3501-422.50-24	244.49
			005018	111356527	010-3001-422.50-24	590.17
			005019	114669973	010-3001-421.50-24	445.38
			005020	179333536	010-6000-451.50-24	842.98
12/28/2011	314	OKLAHOMA BAR ASSOCIATION	005015	15138	010-6000-451.50-24	129.11
12/28/2011	442	AMERICAN ELECTRIC POWER	004997	95908637606	010-0800-415.30-85	310.00
12/28/2011	786	CLIFFORD POWER SYSTEMS INC	005001	T1222697	010-6000-451.50-42	176.78
12/28/2011	891	STOREY WRECKER	005023	351007	010-1103-419.40-55	463.98
12/28/2011	1631	NATIONAL SAFETY COUNCIL	005013	R5637061	010-3001-421.40-20	147.50
12/28/2011	2385	TULSA DAILY COMMERCE & LEGAL N	005025	380653	010-3001-421.40-55	200.00
12/28/2011	3064	TULSA COUNTY COURT CLERK	005024	CJ-11-6939	010-1700-419.50-05	328.00
12/28/2011	3133	FASTSERV MEDICAL OF OKLAHOMA	005004	5298	010-0800-415.40-28	328.00
12/28/2011	4198	NEIGHBOR NEWSPAPERS	005014	380599	010-3502-422.40-29	1,815.25
12/28/2011	4409	NATIONAL OCCUPATIONAL HEALTH	005010	996099	010-1700-419.50-05	337.00
			005011	996107	010-1105-419.30-87	811.66
			005012	996166	010-1105-419.30-87	32.50
12/28/2011	6347	COX COMMUNICATIONS	005002	063211901	010-1105-419.30-87	134.50
12/28/2011	7021	WIRELESS TECHNOLOGIES, INC.	005034	31392	010-3001-421.50-23	19.12
12/28/2011	7233	CENTER FOR ECONOMIC	005000	7074	010-1103-419.30-87	350.00
12/28/2011	7724	WINDSTREAM	005032	9183555028	010-0800-415.30-08	2,013.55
12/28/2011	8981	WOOD PUHL & WOOD PLLC	005035	2885	010-6002-451.50-22	39.69
12/28/2011	9308	JOHN PARKER	005006	FALL 2011	010-0800-415.30-08	15,151.50
12/28/2011	9309	STEVE CASTLEBERRY AND	005022	12/14/11	010-3501-422.30-11	1,000.00
12/28/2011	99999	MISC-A/R REFUNDS	005021	11-00000617	010-1700-419.50-06	2,505.10
					010-0000-342.03-00	25.00
					12/28/2011 TOTAL -	31,359.34
					CUMULATIVE TOTAL -	100,648.62
12/29/2011	8149	INNOVATIVE DATA SOLUTIONS	005045	3861	010-1103-419.40-55	4,904.11
					12/29/2011 TOTAL -	4,904.11
					CUMULATIVE TOTAL -	105,552.73
1/03/2012	113	WAGONER COUNTY RURAL WATER #4	000394	126300	010-6005-451.50-23	14.14
1/03/2012	203	FEDERAL EXPRESS CORPORATION	004123	772733550	010-1700-419.50-39	31.09
			004124	772642132	010-1700-419.50-39	83.16
1/03/2012	309	OKLAHOMA NATURAL GAS CO	000393	114839300	010-3001-421.50-24	311.46
			002944	110093891	010-6001-451.50-24	193.90
1/03/2012	442	AMERICAN ELECTRIC POWER	000339	95513788703	010-1105-419.50-25	10.89
			000387	95207472150	010-6000-451.50-25	36.10
			000388	95093402212	010-1700-419.50-25	143.03
			000523	95622952604	010-6002-451.50-25	64.21
			000526	95979421401	010-6004-451.50-25	968.92
			000567	95168310308	010-5105-432.50-25	83.71
			001446	9501769030	010-6001-451.50-25	1,100.07
			001447	9537786031	010-6001-451.50-25	36.76
1/03/2012	6347	COX COMMUNICATIONS	000342	066245901	010-6000-451.50-23	121.65
			000390	067687001	010-6000-451.50-23	69.95
			000392	066266801	010-3501-422.50-23	185.65
			002942	065345901	010-3001-421.50-23	185.65

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/03/2012	7632	RICHARD CARTER	004120	061076801	010-1103-419.50-54	66.95
1/03/2012	7724	WINDSTREAM	000372	JAN 2012	010-1700-419.50-22	49.95
			000531	4558004	010-6000-451.50-22	120.72
					1/03/2012 TOTAL -	3,877.96
					FUND 010 TOTAL -	109,430.69

FUND 022 WATER CAPITAL IMPROVEMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/09/2011	8019	HDR ENGINEERING, INC.	PI6208	344464H	022-5405-434.70-16	88,748.50
					12/09/2011 TOTAL -	88,748.50
					FUND 022 TOTAL -	88,748.50

FUND 027 CONVENTION&VISITOR BUREAU

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/14/2011	240	GRAINGER INC	PI6176	9708432399	027-1700-419.60-23	712.14
					12/14/2011 TOTAL -	712.14
					FUND 027 TOTAL -	712.14

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
12/10/2011	366	J & J SAND CO	A/K/A PI6021	1028486	030-5400-434.70-15	141.57
					12/10/2011 TOTAL	141.57
					CUMULATIVE TOTAL	141.57
12/12/2011	601	TETRA TECH INC	PI6029	505182229	030-5300-431.70-16	7,329.00
12/12/2011	4335	NORTHERN TOOL & EQUIPMENT CO.	PI6174	25232445	030-6000-451.70-04	1,961.94
12/12/2011	4728	CHICKASAW TELECOM INC	PI6048	34206A1	030-1700-419.70-19	2,480.90
12/12/2011	5941	LOWES	PI5983	72090	030-6000-451.70-15	185.24
					12/12/2011 TOTAL	11,957.08
					CUMULATIVE TOTAL	12,098.65
12/15/2011	602	GADES SALES	PI6148	0058789	030-5110-437.70-04	16,438.00
			PI6149	0058789	030-5300-431.70-15	16,438.00
					12/15/2011 TOTAL	32,876.00
					CUMULATIVE TOTAL	44,974.65
12/17/2011	366	J & J SAND CO	A/K/A PI6132	1028503	030-5400-434.70-15	140.75
					12/17/2011 TOTAL	140.75
					CUMULATIVE TOTAL	45,115.40
12/20/2011	5941	LOWES	PI6112	01600	030-5115-437.70-15	13.26
12/20/2011	8894	PARAGON CONTRACTORS, LLC	PI6099	#08	030-5300-431.70-15	176,185.01
			PI6100	#9 FINAL	030-5300-431.70-15	37,090.68
					12/20/2011 TOTAL	213,288.95
					CUMULATIVE TOTAL	258,404.35
12/21/2011	5941	LOWES	PI6214	02688/	030-5300-431.70-15	85.22
					12/21/2011 TOTAL	85.22
					CUMULATIVE TOTAL	258,489.57
12/23/2011	5199	GARDEN STATE HIGHWAY PRODUCTS	PI6270	084372	030-5300-431.70-15	121.50
					12/23/2011 TOTAL	121.50
					CUMULATIVE TOTAL	258,611.07
12/27/2011	5941	LOWES	PI6219	02708//	030-5115-437.70-15	642.39
					12/27/2011 TOTAL	642.39
					CUMULATIVE TOTAL	259,253.46
12/28/2011	5279	HRAOK, INC.	005005	25821	030-1700-419.70-16	5,150.00
					12/28/2011 TOTAL	5,150.00
					FUND 030 TOTAL	264,403.46

FUND 031 POLICE ENHANCEMENT		VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/28/2011	5147	MIKE SHAW	005009	12/11-17/11	031-3001-421.50-03	430.81
12/28/2011 TOTAL -						430.81
FUND 031 TOTAL -						430.81

FUND 032 PARK AND RECREATION

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
11/30/2011	8464	EASTON SOD FARMS INC	PI6206	238848	032-6000-451.70-15	120.00
					11/30/2011 TOTAL	120.00
					CUMULATIVE TOTAL	120.00
12/01/2011	8464	EASTON SOD FARMS INC	PI6231	238849	032-6000-451.70-15	120.00
			PI6234	238852	032-6000-451.70-15	120.00
					12/01/2011 TOTAL	240.00
					CUMULATIVE TOTAL	360.00
12/05/2011	8464	EASTON SOD FARMS INC	PI6236	238859	032-6000-451.70-15	120.00
					12/05/2011 TOTAL	120.00
					CUMULATIVE TOTAL	480.00
12/06/2011	8464	EASTON SOD FARMS INC	PI6237	238860	032-6000-451.70-15	60.00
			PI6238	238861	032-6000-451.70-15	120.00
					12/06/2011 TOTAL	180.00
					CUMULATIVE TOTAL	660.00
12/07/2011	8464	EASTON SOD FARMS INC	PI6239	238862	032-6000-451.70-15	60.00
			PI6240	238863	032-6000-451.70-15	60.00
					12/07/2011 TOTAL	120.00
					CUMULATIVE TOTAL	780.00
12/08/2011	8464	EASTON SOD FARMS INC	PI6241	238865	032-6000-451.70-15	60.00
			PI6242	238867	032-6000-451.70-15	60.00
					12/08/2011 TOTAL	120.00
					CUMULATIVE TOTAL	900.00
12/12/2011	244	GREEN ACRE SOD FARMS DBA	PI6137	86867	032-6000-451.70-15	65.00
12/12/2011	8464	EASTON SOD FARMS INC	PI6243	238870	032-6000-451.70-15	120.00
			PI6244	238871	032-6000-451.70-15	60.00
					12/12/2011 TOTAL	245.00
					CUMULATIVE TOTAL	1,145.00
12/13/2011	8464	EASTON SOD FARMS INC	PI6245	238873	032-6000-451.70-15	60.00
			PI6246	238874	032-6000-451.70-15	60.00
					12/13/2011 TOTAL	120.00
					CUMULATIVE TOTAL	1,265.00
12/19/2011	8464	EASTON SOD FARMS INC	PI6247	238879	032-6000-451.70-15	120.00
			PI6248	238880	032-6000-451.70-15	60.00
					12/19/2011 TOTAL	180.00
					CUMULATIVE TOTAL	1,445.00
12/22/2011	8464	EASTON SOD FARMS INC	PI6249	238915	032-6000-451.70-15	120.00
			PI6250	238916	032-6000-451.70-15	60.00
					12/22/2011 TOTAL	180.00
					FUND 032 TOTAL	1,625.00

FUND 035 HOUSING URBAN DEVELOPMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/19/2011	2385	TULSA DAILY COMMERCE & LEGAL	N 004855	380148	035-8009-438.70-15	278.10
					12/19/2011 TOTAL	278.10
					CUMULATIVE TOTAL	278.10
12/27/2011	79	BROKEN ARROW SENIORS INC	004948	JAN 2012 #6	035-8011-444.50-10	1,047.25
					12/27/2011 TOTAL	1,047.25
					CUMULATIVE TOTAL	1,325.35
1/03/2012	502	MARGARET HUDSON PROGRAM	004126	565-4 11/2011	035-8011-444.50-10	1,391.09
1/03/2012	3340	RHOADES ELEMENTARY SCHOOL	004873	12/20/11	035-8011-444.50-10	500.00
					1/03/2012 TOTAL	1,891.09
					FUND 035 TOTAL	3,216.44



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 042 STREET LIGHT FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/09/2011	6670	DAVIS H. ELLIOT / OKLAHOMA INC	PI6259 1		042-5300-431.70-15 12/09/2011 TOTAL - CUMULATIVE TOTAL -	35,847.54 35,847.54 35,847.54
12/27/2011	8755	D.W. GATES ENGINEERING SERVICE	004951 004952	BA-11-CS-3 BA-11-CS-1	042-5300-431.70-16 042-5300-431.70-16 12/27/2011 TOTAL - CUMULATIVE TOTAL -	450.00 5,145.00 5,595.00 41,442.54
12/28/2011	442	AMERICAN ELECTRIC POWER	004998	95230140907	042-5300-431.50-26 12/28/2011 TOTAL - FUND 042 TOTAL -	49.23 49.23 41,491.77

FUND	DATE	ISSUE	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
058	2004	GO BOND	NAME	NO	NO	NO	
058	2011	2246	BECCO CONTRACTORS INC	PI6092	#11 FINAL	058-5300-431.70-15	426,804.10
						9/30/2011 TOTAL	426,804.10
						CUMULATIVE TOTAL	426,804.10
058	2011	6059	LOWRY & HEMPHILL CONSTRUCTION	PI6098	#11	058-3501-422.70-15	65,056.21
						12/16/2011 TOTAL	65,056.21
						FUND 058 TOTAL	491,860.31

DATE DUE	FUND	VENDOR NO	VENDOR NAME	ISSUE	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
11/17/2011	059	5279	HRAOK, INC.	GO BOND	PI6207	25786	059-5300-431.70-16	18,000.00
							11/17/2011 TOTAL	18,000.00
							CUMULATIVE TOTAL	18,000.00
12/01/2011	059	8464	EASTON SOD FARMS INC		PI6232	238850	059-5305-438.70-15	60.00
					PI6233	238851	059-5305-438.70-15	180.00
							12/01/2011 TOTAL	240.00
							CUMULATIVE TOTAL	18,240.00
12/02/2011	059	8464	EASTON SOD FARMS INC		PI6235	238854	059-5305-438.70-15	121.60
							12/02/2011 TOTAL	121.60
							CUMULATIVE TOTAL	18,361.60
12/09/2011	059	37	ANCHOR STONE CO		PI6013	111851809	059-5305-438.70-15	378.01
							12/09/2011 TOTAL	378.01
							CUMULATIVE TOTAL	18,739.61
12/14/2011	059	9027	A & A ASPHALT INC.		PI6035	#01	059-5300-431.70-15	57,602.68
							12/14/2011 TOTAL	57,602.68
							CUMULATIVE TOTAL	76,342.29
12/19/2011	059	71	BROKEN ARROW ELECTRIC INC		PI6104	S1425208001	059-5300-431.70-15	205.77
12/19/2011	059	8640	SELSER SCHAEFER ARCHITECTS		004841	1110795	059-3009-421.70-16	12,365.00
							12/19/2011 TOTAL	12,570.77
							CUMULATIVE TOTAL	88,913.06
12/20/2011	059	6843	SHERWOOD CONSTRUCTION CO. INC.		PI6150	#04	059-5300-431.70-15	27,541.93
					PI6151	#4	059-5300-431.70-15	349,807.53
					PI6260	1	059-6000-451.70-15	126,511.40
							12/20/2011 TOTAL	503,860.86
							CUMULATIVE TOTAL	592,773.92
12/21/2011	059	1270	D P SUPPLY COMPANY		PI6163	006376	059-5305-438.70-15	1,435.00
12/21/2011	059	7536	S & J ELECTRIC, INC.		PI6155	11352	059-5300-431.70-15	2,000.00
							12/21/2011 TOTAL	3,435.00
							CUMULATIVE TOTAL	596,208.92
12/22/2011	059	5060	NICKS TREE SERVICE INC		PI6271	12/22/11	059-5305-438.70-15	1,700.00
							12/22/2011 TOTAL	1,700.00
							CUMULATIVE TOTAL	597,908.92
12/27/2011	059	9220	EARTH SMART CONSTRUCTION		004953	WO #3	059-5300-431.70-15	4,092.00
							12/27/2011 TOTAL	4,092.00
							FUND 059 TOTAL	602,000.92

FUND 060 WORKMANS COMP

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/28/2011	4975	C R S	005003	7776	060-1700-419.30-88	1,946.52
12/28/2011	4982	WORKERS COMPENSATION TRUST FUN	005036	12/26/11	060-1700-419.50-90	19,057.00
			005037	12/23/11	060-1700-419.30-88	14,014.41
			005038	12/23/11	060-1700-419.50-90	70,365.16
			005039	12/23/11	060-1700-419.30-08	474.00
			005040	12/23/11	060-1700-419.30-88	107.19
					12/28/2011 TOTAL -	105,964.28
					FUND 060 TOTAL -	105,964.28

PROGRAM GM314L  
CITY OF BROKEN ARROW

FUND 061 GROUP HEALTH AND LIFE  
VENDOR VENDOR  
NAME NAME

DATE DATE  
DUE DUE

VOUCHER  
NO

INVOICE  
NO

ACCOUNT  
NO

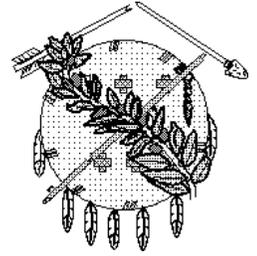
AMOUNT

12/27/2011	8082	FORT DEARBORN LIFE INSURANCE C	004955	01/1-31/12	061-1700-419.30-89	2,070.00
12/27/2011	8132	MUTUAL ASSURANCE ADMIN.	004973	JAN 2012	061-1700-419.30-87	49,203.12
					12/27/2011 TOTAL	51,273.12
					FUND 061 TOTAL	51,273.12

FUND	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
091	12/29/11	GO BOND	NAME	NO	NO	NO	
091	12/29/11	GO BOND	TETRA TECH INC	PI6031	50518239	091-5300-431.70-16	25,908.50
						12/12/2011 TOTAL	25,908.50
						FUND 091 TOTAL	25,908.50
TOTAL ALL FUNDS							2,202,730.22

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**Broken Arrow City Council**  
**Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Office of the City Manager**  
**Subject: Consideration and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive**

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**Background:**

At the last City Council meeting, a number of citizens took the opportunity to express their concerns about placement of a casino in the area of Florence and Olive Avenue, just off the Creek Turnpike. Their appearance at this meeting was likely the result of an article in the *Tulsa World* revealing the plans of the landowners to develop their property as a casino. Since that time, the Legal Department has expended considerable time and effort researching the ability of the City to regulate the land use of this particular tract. This item is on for discussion this evening as a result of numerous requests from citizens to voice their concerns and obtain information about the proposed casino and the City's involvement in the provision of services.

There have been several attempts to place a casino at this location throughout the past 15 years. It was only recently, however, that a proposed casino has gone beyond the mere planning stage. On September 27, 2011, the City received a draft site plan for a casino. Waterline plans that identified the site as the Red Clay Casino were received on November 14, 2011. Although plans for the casino seem to be advancing, to date the Kialegee Tribal Town has not submitted a final site plan. Additionally, the City has had discussions with a law firm representing the Kialegee Tribal Town and other investors on the subject of Police and Fire protection for the site, as well as the provision of water and access to the City's sanitary sewer system. The City informed the law firm that the only way the City could be involved on the site was through a contract between the City of Broken Arrow and the Kialegee Tribal Town.

After the discussions listed above, the City consulted with the National Indian Gaming Commission concerning the gaming license and was told that it had not been issued. Mayor Lester spoke with members of the Muscogee (Creek) Nation and they informed him that the Nation was opposing the casino and the class III gaming license for the site. The City Manager spoke with Principal Chief Ellis of the Muscogee (Creek) Nation and he informed him that the Nation was opposing the proposed Casino. Importantly, however, there was a change in the Principal Chief, as well as the Tribal Council as of the beginning of this month and so there could be a shift in this official position.

Several years ago, the City needed additional right-of-way to expand Olive Avenue. Ms. Marcella Giles, one of the owners of the property, was approached about dedication. She advised the City that she would not donate the land or agree to the purchase of any portion of the land for right-of-way. She also advised that because the land constituted allotted Indian land, the City had no ability to condemn it for purposes of expanding the right-of-way. As a result, the entire project was re-designed.

**Broken Arrow City Council Meeting**

**Date: 01-03-12**

**Subject: Consideration and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive**

Tulsa County Land Records identifies Wynema Capps and Marcella Giles as the owners of the land in question. Contained in their records is an Order Approving Final Account, Distribution and Discharge and Confirming Heirship which provided for the distribution of land and property owned by Yahola Burgess, the father of Ms. Giles and Ms. Capps. The Order provides for distribution of the land in question to Ms. Giles and Ms. Capps in restricted Indian Status as tenants in common. This grant is supported by an Allotment Deed and a Homestead Deed from The Creek Nation Indian Territory to Tyler Burgess, the grandfather of Ms. Giles and Ms. Capps. These deeds were approved by the Secretary of the Department of the Interior on August 26, 1903.

Very basically, there are two types of Indian Land over which local governments exercise no control. The first is generally known as Trust Land. These are lands generally considered to be Indian Reservations, which are lands held by the United States Government for a particular tribe. The second is generally referred to as Restricted Land. The second type generally involves an allotment of land given to an individual member of one of the Five Civilized Tribes. The ability of the individual to convey, lease, or encumber the land is restricted. The property owned by Ms. Giles and Ms. Capps falls into the second category.

During the course of research of this issue, it was discovered that in January of 2011, Ms. Giles and Ms. Capps filed an action with the Tulsa County District Court seeking Court approval of a Lease on the land in question. Very basically, Ms. Giles and Ms. Capps sought court-approval of a Prime Ground Lease with the Kialegee Tribal Town, a federally recognized Tribe organized pursuant to the Oklahoma Indian Welfare Act. Included with the Petition was a Ground Sublease between the Kialegee Tribal Town and Golden Canyon Partners, LLC. The idea appears to be that Ms. Giles and Ms. Capps would lease the land to the Kialegee Tribe; the tribe would lease the land to Golden Canyon Partners who would construct a casino, and then sublease the facilities back to the Kialegee Tribe for their operation.

As required by law, the Department of the Interior was notified of this litigation. The Muscogee Creek Nation was notified as well. The Solicitor General, on behalf of the Department of the Interior, objected to the Lease. The Principal Chief of the Creek Nation attempted to intervene in the lawsuit, also objecting to approval of the Lease between the landowners and the Kialegee Tribe. Eventually, the Court found that Ms. Giles and Ms. Capps had the ability to secure approval of the Lease through the Bureau of Indian Affairs and entered an Order Withholding Approval of the Prime Ground Lease.

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

**Broken Arrow City Council Meeting**

**Date: 01-03-12**

**Subject: Consideration and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive**

According to Luis Figueredo, an attorney for Florence Development Partners, Ms. Giles and Ms. Capps did not seek approval of the Land Lease through the Bureau of Indian Affairs because the length was only six years and eleven months. Secretarial approval was not required because it was less than seven years. The Kialegee Tribe sought approval for Class III Gaming from the National Indian Gaming Commission in July of 2010. According to Mr. Figueredo, the 120-day waiting period has expired without complaint and the Kialegee Tribe is now free to issue the license and commence with construction and operation of gaming activities on this tract.

As a general rule, tribes cannot operate gaming establishments on lands owned by other tribes. One of the main issues here seems to be the opinion of some that because this is Creek land, the Kialegee Tribe cannot operate a casino in this location. Another issue raised by some is the necessity of formal approval by the National Indian Gaming Commission (NIGC). Even if the NIGC objects to issuance of the license, gaming could still be conducted pursuant to the Inter-State Compact with the State of Oklahoma. Also, the license has already been issued by the Tribe.

Despite all of the issues regarding propriety of the leases and ability to conduct gaming raised by opponents of this project, the fact remains that due to the restricted status of the land, the City of Broken Arrow is without the ability to regulate the use of this particular tract. For those opposing this project, the proper forum would be with the federal government and the Oklahoma Congressional Delegation.

As previously mentioned, representatives of various participants of this project are seeking the provision of City water, sanitary sewer service, fire protection and police protection. The provision of these services would be pursuant to contract and provided at rates sufficient to compensate the City for its outlay of personnel and capital. Some citizens have suggested that the City withhold provision of these services in an attempt to force another land use. This is simply not an option. In particular, the provision of water, sanitary sewer, and fire protection are public health, safety, and welfare issues. Withholding of these services would unquestionably put the surrounding landowners and other residents of the City at risk. Further, failure to provide these services would most likely result in a lawsuit that the City could not win. Staff believes that if the casino is built, the City has an obligation to its citizens to make it as safe as possible.

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

**Broken Arrow City Council Meeting**

**Date: 01-03-12**

**Subject: Consideration and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive**

The information presented above was the result of numerous conversations with attorneys well qualified in the area of Indian Sovereignty. It was also the result of numerous hours of legal research and the review of the extensive court file from the District Court case. While many citizens prefer that the Kialegee Tribal Town not construct the Red Clay Casino at the southwest corner of Florence and Olive, the City of Broken Arrow is without remedy to stop its construction and operation. Staff believes, however, that the City has a responsibility to make it as safe as possible.

**Cost: None**

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

**Reviewed By: Legal**

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

**Attachments: E-mails from concerned citizens**

**Recommendation:** Make a public statement in opposition to the Red Clay Casino proposed by the Kialegee Tribal Town and continue efforts to have the class III gaming license denied.

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

## 17 Emails received concerning the proposed Casino

-----Original Message-----

**From:** Sarah.Brock@pdinh.com [mailto:Sarah.Brock@pdinh.com]  
**Sent:** Thursday, December 29, 2011 9:46 PM  
**To:** Wooden, Dave  
**Subject:** Please add "Broken Arrow casino" to 1/3 council meeting agenda

Hello,

I was distressed and amazed that the "Broken Arrow casino" was not included on the agenda for the upcoming Council Meeting. When the issue was first raised in the Council meeting on Dec 20, those citizens concerned were told that the Council would look into the issue. Please add the agenda item, so we can learn what you have since discovered and so that the "Broken Arrow Citizens Against Neighborhood Gaming, LLC" might share what they have learned.

I hope this was just an honest oversight on the part of the council, but it is also becoming increasingly clear that our Mayor and the Broken Arrow council are not interested in taking seriously the concerns of many of its citizens it has promised to protect. The inconsistency in stories about who knew what when, the lack of transparency by our city leaders, and the apathy of our city leaders around this issue is atrocious and ethically suspect.

I thank you in advance for adding this issue to your agenda.

Sincerely,  
Sarah Brock, Ph.D.  
Nottingham Resident

-----Original Message-----

**From:** dekeandbeth@cox.net [mailto:dekeandbeth@cox.net]  
**Sent:** Thursday, December 29, 2011 3:18 PM  
**To:** Wooden, Dave  
**Subject:** Proposed Casino

I am respectfully asking that you place the pending casino on the agenda for the Tuesday, January 3rd city council meeting.

Thank you,

Beth Schmidt  
Homeowner in Broken Arrow

-----Original Message-----

**From:** lpatterson10@cox.net [mailto:lpatterson10@cox.net]  
**Sent:** Thursday, December 29, 2011 2:45 PM  
**To:** Wooden, Dave  
**Subject:** Council Meeting Jan. 3

Dear Mr. Wooden,

I would like to request an item be added to next Tuesday's council meeting agenda: Respond to Citizen's Inquiry about Kialegee Casino.

Thank you.

Lisa Patterson

-----Original Message-----

**From:** Tim Hendricks [<mailto:thendricks@bpgok.com>]

**Sent:** Thursday, December 29, 2011 11:58 AM

**To:** Wooden, Dave

**Subject:** RE: Urgent News Concerning Casino

Dave,

We are not residents of BA although our Church and business are located in the city. Can I/we address the council?

Thanks

Tim

Tim Hendricks, CLU  
Business Planning Group  
1605 S. Eucalyptus Ave. #200  
Broken Arrow, OK 74012  
(918) 488-1111  
Fax (918) 488-1130  
[thendricks@bpgok.com](mailto:thendricks@bpgok.com)  
[www.bpgoklahoma.com](http://www.bpgoklahoma.com)

-----Original Message-----

**From:** Kathy Young [<mailto:kathyy@cox.net>]

**Sent:** Thursday, December 29, 2011 10:39 AM

**To:** Wooden, Dave

**Subject:** City Council meeting

Mr. Wooden,

I respectfully request that the issue of the Kialegee Casino be placed on the agenda for the upcoming city council meeting scheduled for Tuesday January 3<sup>rd</sup>. As a longstanding member of the Broken Arrow community I am in opposition to this casino and want to be sure that my elected officials are doing everything possible to stop construction of this facility so close to schools, churches and neighborhoods.

Thank you in advance for adding this to the agenda. I certainly plan to be present to show my opposition to this project.

Kathy Young

918-633-8495

-----Original Message-----

**From:** Jennifer Wykoff [<mailto:jenniferwykoff@gmail.com>]

**Sent:** Thursday, December 29, 2011 10:16 AM

**To:** Wooden, Dave

**Subject:** City Council Meeting January 3rd

David,

I am a very concerned citizen of Broken Arrow and have lived here for 16 years. I also am a Broken Arrow Realtor for Coldwell Banker Select. I currently reside at 1321 West Utica Street, in Silvertree Addition. Located at 145th between 101st and 111th. I am extremely opposed to the Casino at 129th & 111th. This topic needs to be on the agenda for that meeting set for January 3rd. In light of the article on the front page of the Tulsa World regarding a judge's ruling over the lease. We deserve some answers from our City Council, Mayor and City Attorney. This will raise our crime rates and is a poor decision of our City to do nothing about this with all the Elementary Schools, Middle School, Technology Center and churches within just a Mile or Two.

Thank you,  
Jennifer Wykoff  
918-734-3518

-----Original Message-----

**From:** [broylesme@yahoo.com](mailto:broylesme@yahoo.com) [<mailto:broylesme@yahoo.com>]

**Sent:** Thursday, December 29, 2011 1:34 AM

**To:** Wooden, Dave

**Subject:** Jan 3 2011 agenda request: Proposed casino in south Broken Arrow

Mr. Wooden,

I am writing to request that legal issues regarding the casino project currently underway at the corner of 111th and Olive be added to the agenda for the January 3 meeting.

Children and casinos don't mix. A new elementary school is scheduled to be built one mile from the proposed casino site, and a college that also services many area high school students is directly across the street from the site. Four churches are within a one mile radius of the site, as well as hundreds of private residences belonging to young families.

We need regulations that will restrict the use of land in close proximity to churches, schools, and private residences; and we need support from all levels of government in our current fight to stop this and any casino from locating so close to families' homes and churches, and schools.

Thank you for your work as our City Manager, and for your time in considering this issue. Please add this issue to the agenda for the City Council meeting on Tuesday, January 3, 2012 , and please do all that you can to address this issue and to stop this casino project.

Mary Broyles

-----Original Message-----

From: Chandlee, Ellis [<mailto:Ellis.Chandlee@oneok.com>]  
Sent: Wednesday, December 28, 2011 11:54 PM  
To: Wooden, Dave  
Subject: Agenda for city council meeting

Please add the contested construction of the Red Clay Casino to the agenda for the next city council meeting on the 5th. As a long time citizen of Broken Arrow and someone who has a family member who has developed a gambling addiction I am very much against adding another casino...especially 1/2 mile from my front door.

Ellis G. Chandlee  
3804 w Southpark blvd  
Broken Arrow, ok  
(918) 250-4111

-----Original Message-----

From: [ashleykrieg@cox.net](mailto:ashleykrieg@cox.net) [<mailto:ashleykrieg@cox.net>]  
Sent: Wednesday, December 28, 2011 9:07 PM  
To: Wooden, Dave  
Subject: Proposed BA Casino Development

Mr. Wooden,

We are residents of Broken Arrow, Oklahoma and we are writing to express our concern regarding the proposed casino development on the southwest corner of Olive Avenue (129th East Avenue) and Florence Street (111th Street), just north of the Creek Turnpike. I believe all of the citizens of Broken Arrow were blindsided by this development. I will confess to knowing very little about sovereign immunity, however with the close proximity to so many schools, churches and family subdivisions I believe that this casino intentionally kept their intentions under the radar to prevent the uproar which is now occurring. Our hope is to be a part of the city council meeting this week and for this development to be on the agenda to be discussed.

I firmly believe this is an inappropriate and the WRONG location for a casino. According to the 2004 updated publication of Earl L. Grinols<sup>1</sup> and David B. Mustard<sup>2</sup> study "Casinos, Crime and Community Costs", five years after a casino opens, serious crime in the area goes up dramatically when compared to neighboring areas, even after adjusting for economic trends and other factors. According to the study, five years after a casino opens, robbery in the community goes up 136 percent, aggravated assault is up 91 percent, auto theft is up 78 percent, burglary is

up 50 percent, larceny is up 38 percent, rape is up 21 percent and murder is up 12 percent, compared to neighboring communities.

The surrounding area is full of families with impressionable children, teens and young adults.

- The proposed site is within 2 miles of 2 elementary schools and 1 middle school, and directly across the street from the Tulsa Technology Center as well as 4-5 churches within a 2 mile radius.
- The Broken Arrow community recently approved a bond issue to build a 4 year old Pre-kindergarten center ½ mile from the proposed location and an elementary school 1 mile from the proposed location with NO knowledge of a proposed casino.
- The above referenced study does not address for the increase in alcohol related offenses, particularly driving-while-intoxicated (DWI), which could be occurring minutes away from school crossing zones.
- Simply put the costs to our community will likely be great, with no off-setting benefit.

Also, the lack of public comment and community engagement from both legal and executive representatives of the tribe makes our concern all the greater. We fear that this tribe will make decisions with no regard for the surrounding community, based on a tenuous “two-link” association between this particular parcel of land and the Kialegee Tribal Town. You will note that this land is held in trust for the Muscogee (Creek) Nation, not the Kialegee Tribal Town.

Enough is enough. The safety of our kids should be the number one priority and their education should be a close second. Please help Broken Arrow and the state of Oklahoma provide safe and secure residential and educational environments to its citizens and children. I’m all for casinos- but not in the midst of homes, churches and schools for young children. Please help and thank you for your time.

Sincerely,

Ashley and Brett Krieg  
4212 W Roanoke Street  
Broken Arrow, OK 74011  
[ashleykrieg@cox.net](mailto:ashleykrieg@cox.net)

-----Original Message-----

**From:** Julie Cyran [<mailto:juliecyran@yahoo.com>]  
**Sent:** Wednesday, December 28, 2011 6:33 PM  
**To:** Wooden, Dave  
**Subject:** Kialegee Casino

Mr. Wooden,

I am a Broken Arrow citizen and live near the site of the construction of the proposed new casino being built by the Kialegee Nation. I am writing to express my opposition to the casino and have numerous concerns about the casino, namely that I believe they are trying to build their casino in an unethical manner and go through numerous loopholes.

This is concerning to the citizens of Broken Arrow and Oklahoma because if they are allowed to have a casino on land that is not owned by their nation, this will set a precedent for other casinos to do the same thing. I feel like this needs to be brought to your attention to make sure they are following the law as everyone else is required to do.

I appreciate you listening to my concern and I will keep well informed on the status of this issue.

Thank you,  
Julie Cyran  
3403 West Atlanta Street  
Broken Arrow, Oklahoma 74012

-----Original Message-----

**From:** Joan Wikinson [<mailto:joanlw@cox.net>]  
**Sent:** Thursday, December 22, 2011 10:25 AM  
**To:** Werley, Cheryl  
**Subject:** casino/parking

To: Dave Wooden

Dear Mr. Wooden:

Please know that I, a resident of Broken Arrow, am adamantly opposed to the construction of a casino in B.A. and urge you to do everything in your power to stop this plan.

I also do not want parallel parking on Main St.

Sincerely,  
Joan Wilkinson

-----Original Message-----

**From:** Werley, Cheryl  
**Sent:** Wednesday, December 28, 2011 2:13 PM  
**To:** Wooden, Dave  
**Subject:** Phone Message - Pettus

Lori Pettus asked that you please call her. She (and she said "a large group of others") would like to see an item on the next council meeting agenda addressing what the council has done as far as investigating legal options in regards to the casino. Her # is 918-806-2034, or you may reach her on her cell at 918-645-5733.

Cheryl L. Werley  
Executive Assistant  
Office of the City Manager

-----Original Message-----

**From:** Deb Potter [<mailto:deb@potterandassociates.com>]  
**Sent:** Wednesday, December 28, 2011 2:52 PM  
**To:** Wooden, Dave  
**Subject:** 1/3/12 City Council Meeting Agenda

Mr. Wooden -

I am a concerned citizen of Broken Arrow and want to request that an item to discuss the casino crisis be placed on the 1/3 meeting agenda. This is an urgent matter for our children, neighborhoods, churches, and schools.

Deb Potter

-----Original Message-----

**From:** [asteinocher@cbtulsa.com](mailto:asteinocher@cbtulsa.com) [<mailto:asteinocher@cbtulsa.com>]

**Sent:** Wednesday, December 28, 2011 4:33 PM

**To:** Wooden, Dave

**Subject:**

Mr. Wooden,

Please make sure the Broken Arrow Citizens Against Neighborhood Gaming LLC on the January 3rd city council meeting so the council can hear this is a MAJOR concern to the people of Broken Arrow and we do not want this council to roll over and just let it happen!

Thank you, as I hear you are the one that sets the agenda.

Adrienne Steinocher

Adrienne Steinocher  
Coldwell Banker Radergroup  
501 S. Aspen Ave.  
Broken Arrow, Oklahoma 74012  
918-693-3349

-----Original Message-----

**From:** [carivers@cox.net](mailto:carivers@cox.net) [<mailto:carivers@cox.net>]

**Sent:** Wednesday, December 28, 2011 4:43 PM

**To:** Wooden, Dave

**Subject:** Gaming in Broken Arrow

This is a request that the subject of the Casino in Broken Arrow be put on the January 3, 2012 agenda. As a resident of this City and a property owner I have many concerns on this subject.  
Carlene K. Rivers

**From:** John Lugo [<mailto:john.lugo@yahoo.com>]

**Sent:** Tuesday, December 20, 2011 1:55 PM

**To:** Action Center

**Subject:** Casino in Broken Arrow

To the City of Broken Arrow:

I am a resident of Broken Arrow living in a new home in the Villages of Birchwood. I have supported the local city of Broken Arrow in every way possible during my residency here, from the business I've chosen to shop at to my medical and dental offices.

However, with the recent surprise in the news describing the new casino going up on 111th and 129th, I, along with several of my neighbors, are making immediate plans to contact our realtors to sell our homes and leave Broken Arrow. I personally believe that BA city officials had to either be:

- so apathetic to this casino going up that they **CHOSE** not to notify local residents, or
- so ignorant and unaware of their city that it was as much of a surprise to them as it was to all of Tulsa when it was announced in the Tulsa World.

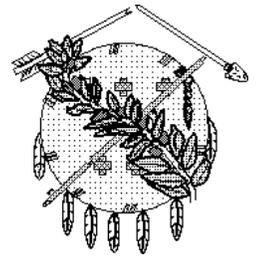
I refuse to believe the latter as the city of Broken Arrow provided a water permit to this particular tribe.

Regardless, unless steps are taken to stop this construction, you can be assured that I, along with many residents, of this great city will be leaving in the very short term and will **NOT** support any future growth.

Please do the right thing and make every effort to stop this tribe from continuing construction.

Regards,  
John Lugo

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Office of the City Manager**  
**Subject: Approval of a Request to Waive Competitive Bidding and Authorize INCOG to Purchase Equipment, Software and Services from Harris Corporation with Grant Funding from the FEMA Homeland Security Grant Program**

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**Background:** The City of Broken Arrow has been awarded a grant in the amount of \$262,321.25 from the Federal Emergency Management Agency, Homeland Security Grant Program to allow for seamless communication between users of the City of Broken Arrow's communication system and users of the State of Oklahoma Wireless Information Network.

This grant was pursued in behalf of several local and state agencies through the Region 7 Urban Areas Security Initiative Working Group. The Urban Areas Security Initiative has adopted the Indian Nation Council of Government as the administrator of the entire grant program and as a result INCOG will be in receipt of and expend the grant funds.

The City's Communication System is a Harris Voice, Interoperability, Data and Access Communications System. As a result, the software system components that are required to complete this project is P25 ISSI Gateway Licenses, that include one external connection and 10 talk paths and P25 ISSI Gateway Integration Services that include integration and configuration and functionality testing. Since these products are proprietary to Harris competitive bidding is not possible.

INCOG has adopted a procurement process that requires each participating entity to certify that their purchasing procedures were followed to arrive at the selected vendor.

Therefore, the staff is recommending that the City Council waive competitive bidding and authorize INCOG to purchase the above stated equipment, software and services from Harris

**Cost: \$ 262,321.25**

**Prepared By: Russell Gale, Human Resources Director**

**Reviewed By: Legal Department  
Finance Department**

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

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

(Continued)

**MEETING OF: 01-03-12**

**SUBJECT:            Approval of a Request to Waive Competitive Bidding and Authorize INCOG to Purchase Equipment, Software and Services from Harris Corporation with Grant Funding from the FEMA Homeland Security Grant Program**

**Attachments:        INCOG Certificate of Local Government Procurement Policy Compliance  
OKDHS Approval of Purchase Letter  
Harris Quote**

**Recommendation:** Approve the request to waive competitive bidding and authorize INCOG to proceed with the purchase of the Harris Corporation equipment, software and services.

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

# Broken Arrow ISSI Proposal

May 6, 2011



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## System Description

As the pioneer of IP technology for Land Mobile Radio networks, Harris Corporation's RF Communications Division (Harris) is pleased to provide Broken Arrow with a proposal to equip Broken Arrow's VIDA network with an IP-based, P25 ISSI gateway. This ISSI gateway will allow Broken Arrow to link its VIDA-based radio system to the State's radio network via the future Oklahoma State P25 ISSI gateway to improve radio interoperability.

The primary system components and services included in this proposal to Broken Arrow include:

- P25 ISSI Gateway Licenses
  - One (1) external system connection
  - Ten (10) talkpaths
- P25 ISSI Gateway Integration Services
  - Installation & Configuration
  - Functionality Testing

For this proposal Harris has assumed that both the Broken Arrow P25<sup>IP</sup> system and the State of Oklahoma State P25 system and ISSI gateway will have been installed, configured and tested prior to connecting the two ISSI gateways. Harris also assumes that connectivity between the Broken Arrow ISSI gateway and the State of Oklahoma ISSI gateway shall be the responsibility of Broken Arrow and/or the State of Oklahoma.

A block diagram of the proposed ISSI interconnection is shown in Figure 1.

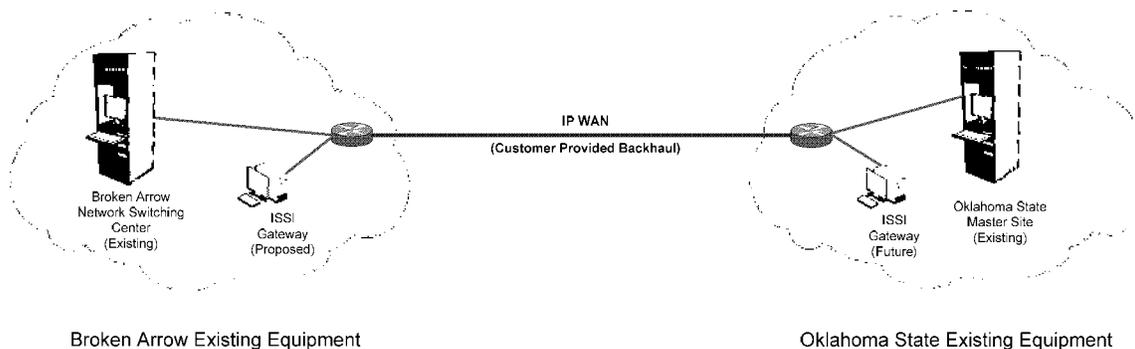


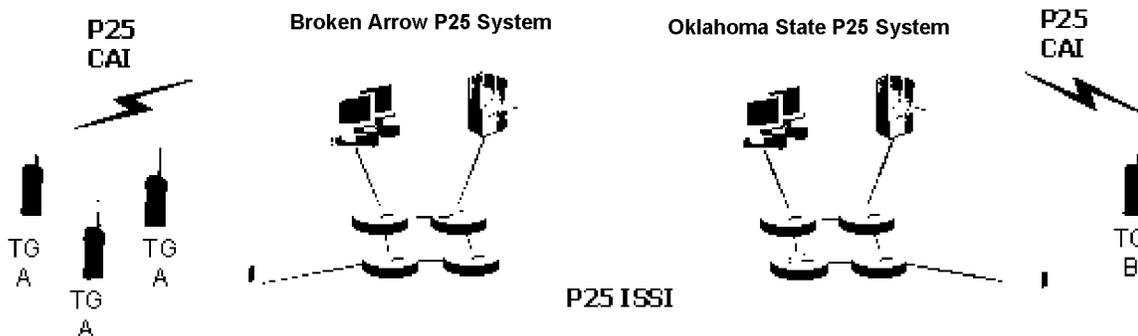
Figure 1: Broken Arrow – Oklahoma State P25 ISSI Inter-system Connection

## P25 ISSI Gateway

The Inter RF Sub System Interface (ISSI) is part of the APCO Project 25 Standards and defines how two or more different P25 LMR networks that support the ISSI will have the ability to communicate with one another regardless of frequency. Users with frequency compatible radios have the capability of roaming from the home system to the other system to achieve interoperability and extended network range when both systems are linked with ISSI.

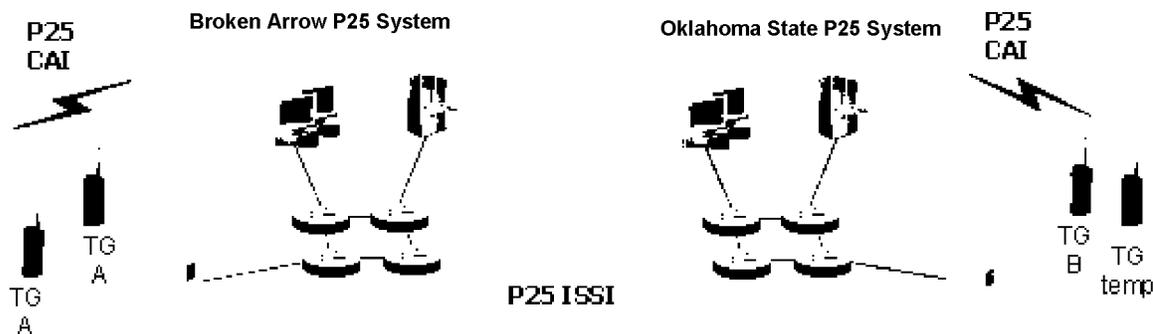
ISSI provides the features and capabilities necessary for Broken Arrow to communicate and interface with surrounding, P25 equipped agencies. Harris' ISSI interface is configurable based on the number of interfaces (remote systems to which to connect) and talkpaths (number of concurrent calls between the Broken Arrow system and the remote system). As future demands grow for ISSI connectivity, Broken Arrow can upgrade the number of ISSI licenses to support additional interfaces and/or talkpaths.

### ISSI Example



**Figure 2: Two Systems Interconnected by the Inter RF Sub System Interface (ISSI)**

Figure 2 shows an example of communication across the Broken Arrow and State of Oklahoma systems when interconnected with ISSI. Three radio users belong to Talkgroup A (designated as TG A) and operate on Broken Arrow's P25 System (RFSS1). Another radio user on Talkgroup B (TG B) operates on Oklahoma State's P25 System (RFSS2). In this example, the radio highlighted in green needs to operate on RFSS2 but communicate with the radios on RFSS1, tuned into Talkgroup A.



**Figure 3: Green Radio Operates on RFSS2**

When the green highlighted radio travels from its home RFSS (RFSS1) to a serving RFSS (RFSS2) as shown in Figure 3, the following sequence occurs:

- The green highlighted radio user selects the appropriate RFSS2 site and talkgroup on his radio. When the selection is made, the radio attempts to register on the serving RFSS (RFSS2). Its request is sent from the serving RFSS (RFSS2), over the ISSI, to its home RFSS (RFSS1) for validation.
- The home RFSS (RFSS1) acknowledges the registration and through the ISSI, provides the serving RFSS (RFSS2) with the radio's characteristics.
- When the radio user does a push-to-talk, the call is routed through the ISSI to the home RFSS to the radios on Talkgroup A.
- The conversation continues.

Broken Arrow will receive an ISSI Gateway that supports the following features:

- Group Calls (unconfirmed, encrypted)
- Fixed Group Mapping
- Automatic (Forced) group registration (Not currently supported by Motorola)
- Foreign User Registration Support (Not currently supported by Motorola)
- Home User roaming (Not currently supported by Motorola)
- Highly secure operation

Complete support of these features requires that the State of Oklahoma's ISSI gateway also supports a comparable feature set. Should the State of Oklahoma ISSI gateway support only a subset of the aforementioned features the ISSI link will only support that subset. For instance, if the State of Oklahoma system does not support automatic roaming (home user roaming) the VIDA ISSI gateway roaming functionality will not work. Users would need to manually roam and system managers may need to program roamers as permanent users in both systems.

Harris recommends that an Acceptance Test Plan be compiled in conjunction with Broken Arrow and the State of Oklahoma. This will allow each of the parties involved to identify what features are available and can be tested. The Acceptance Test cannot begin until both ISSIs are configured and the connection between the two systems is certified. Some engineering time has been quoted to support the Oklahoma State implementation; however, additional time may be needed and will be on a Time and Material basis.

## Comparison of Harris' ISSI Gateway Release 1 versus Motorola's ISSI.1 Network Gateway

Based on information we have gathered from the Motorola ISSI.1 Network Gateway Product Description and from performing testing with their system, here are some differences between the two implementations.

Feature	Harris	Motorola
Connection Capacity	Connects to up to 10 RFSSs	Connects to up to 3 RFSSs
Talkpath Capacity	Supports up to 1000 talkpaths (taking fanout into consideration)	Supports up to 27 concurrent calls per RFSS
Talkgroup Mapping Capacity	Supports any and all talkgroups set up in the UAS	Supports 60 per RFSS
User ID	Sends the fully qualified User ID of the caller across the ISSI per the TIA spec. (WACN, System ID, LID)	Sends the same ID per talkgroup regardless of the transmitting user.
Tracking of Talkgroups	Tracks if any users are logged into each talkgroup	Does not support tracking (See Note 1 below)
Call Contention	Supports Call Contention scenarios (see Note 2 below)	No Call contention features yet
Infrastructure Support of Roaming Users	Supports users from other systems roaming onto our system.	Users must be fully configured in the database to log onto the system (see Note 3 below)
Terminal Support of Roaming onto a Foreign RFSS	Terminals support roaming onto another system	Terminals must be fully programmed on the foreign RFSS to roam (see Note 3 below)

**Note 1:** If a call is placed on a talkgroup from RFSS 1 to RFSS 2 via the ISSI Gateways and there are no users logged into that talkgroup on RFSS 2, the TIA Specification provides for messaging such that RFSS 2 will inform RFSS 1 of this fact and not ‘tie up’ resources between the ISSIs to keep the call going (603 – Decline to a Call Set-Up Message). Harris’ ISSI Gateway supports this messaging but the Motorola ISSI.1 Gateway does not. The consequence of not implementing this messaging is that resources between the Gateways will be consumed even if there is no ‘interest’ in the call on RFSS 2.

**Note 2:** If two calls are placed on the same talkgroup at the same time (within ~ 250ms), one on each side of the ISSI Gateways, the TIA specification calls for messaging between the Gateways (603 – Decline response to a Call Set Up) such that one call is declared the ‘winner’. The ‘winning’ audio is then transmitted throughout both systems. The transmitting terminal of the ‘loser’ audio cannot get notified of the fact that his call did not go out (since this is not a TDMA system), but his audio will be heard at the dispatch consoles on the RFSS on which he is transmitting.

Harris’ ISSI Gateway supports this messaging but Motorola’s ISSI.1 Gateway does not. Without testing a Harris – Motorola ISSI connection, it is unclear what behaviors will be seen until Motorola supports the Decline response to the Call Set up Message.

**Note 3:** When discussing the ISSI, ‘roaming’ can be interpreted in several ways.

- 1) ‘Automatic Roaming’. This would be similar to how ProScan works on a Harris system now. The radio compares signal strength of adjacent RF sites, and based on pre-programmed

algorithms and settings, will log into the RF site that provides the best coverage. In theory, this type of roaming should work even if the RF sites are on different RFSSs on different sides of the ISSI Gateways. The radio programming would have to include Site Adjacency Tables that includes information about any RF sites that are to be included in roaming.

This functionality requires the support of Site Adjacency messaging which will be in a future release of the Harris ISSI Gateway.

Automatic Roaming may not be desirable since it may cause unintended system loading on a neighboring system. For example, take a case where System A and System B share a border and System B has a strong RF site near that border. System A users near the border may continuously log into System B's RF site even though the users are still geographically in System A. This will cause unintended loading on System B's RF site and potentially cause calls to be queued.

- 2) 'Manual Roaming'. For this type of roaming, the user has to manually change the radio to a different RF System to log onto that system. In the example discussed above, System A's users operating near the border with System B will remain on a System A site unless the user manually changes his radio to log into a System B site. Procedures would be in place such that the user would know to only make this change if he has crossed into System B to assist in an event there.

For both cases discussed above, the TIA specifications provides for messaging that allows users from an RFSS on one side of the Gateway to log into a site on an RFSS on the other side of the Gateway as what is known as a 'Foreign User'. When a radio attempts to log-in as a foreign user, the 'Serving' RFSS

- Assigns the user a temporary User ID and
- Maps the talkgroup on which he is operating (which is a talkgroup on his 'Home' RFSS) to a talkgroup on the 'Serving' RFSS. This is called Group Affiliation.

This process simplifies three key elements for ISSI Gateway operation.

- a) The radio does not need to be programmed with talkgroups that are valid on the Foreign RFSS. The Group Affiliation process will map calls to a group that is valid on the Serving RFSS and will send calls back to the user's Home RFSS through the ISSI Gateway on the correct talkgroup.
- b) The radio does not need to be fully programmed with the entire frequency and channel set for all the RF sites on the Foreign RFSS. Only the Site IDs and the control channel frequencies for each site need to be programmed into the radio.
- c) Each radio's User ID does not have to be entered in the Foreign System's Administration Database (such as Harris' UAS). When a radio attempts to log into a Foreign RFSS site, the Foreign RFSS will communicate through the ISSI to the User's Home RFSS to determine that the User is allowed to roam onto the site. If the User is valid, it will be assigned a temporary User ID and will Group Affiliate as mentioned above. The system administrator should be able to assign a range of User IDs that are to be assigned to roaming users rather than entering a User ID for each user that may potentially roam onto the system.

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**Harris' terminals, base stations and ISSI Gateway fully support the operations discussed above. Motorola's ISSI.1 Gateway does not support any of these operations.**

The Motorola definition of 'roaming' using the ISSI.1 Gateway is described below.

3) 'Motorola's Definition of Roaming in their ISSI.1 Gateway Datasheet'

The Motorola base stations do not support the messaging that allows a Foreign User to log into the RF Site and be assigned a temporary User ID. This means the Motorola System Administration server must have a valid User ID for each radio that is going to 'roam' onto the system. Thus each user that is 'roaming' onto the system is not really roaming at all; the radio is just another local user on the RFSS. Requiring the System Administrator to add each potential roaming radio into the User Database is a great deal more effort for the System Administrator than what was envisioned with the use of ISSI Gateways. A roaming user should be able to communicate its Home RFSS, User ID and Talkgroup and log into a Foreign RFSS.

The Motorola terminals do not support the messaging that allows them to log into a Foreign RFSS as a Foreign User. This will force the System Administrator of the Harris system to add each user into the UAS as a Local User, again a great deal more work than what the TIA envisioned with the use of ISSI Gateways.

Additionally, due to the limitations of the Motorola ISSI.1 Gateway stated above, each terminal from both Motorola and Harris will have to be fully programmed with the other system's Site, Channel and Frequency information.

## Summary

Harris' ISSI Gateway fully supports Foreign User roaming and we will continue to add functionality to the product in upcoming software releases.

The Motorola ISSI.1 Gateway is best suited only for allowing two RFSSs to communicate to one another through a handful of pre-programmed talkgroups where no users are 'roaming' between the systems.

We have no information on when additional functionality is being added to the Motorola ISSI product.

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## Statement of Work

Harris will integrate, optimize, and test the ISSI server into the existing Broken Arrow, OK VIDA system based on the following conditions:

- Adequate AC power, HVAC, connectivity, and space within the two cabinets for the ISSI server.
- Connectivity from the existing Harris Firewall (demark) at Tiger Hill to the Motorola /State of Oklahoma ISSI via the Broken Arrow provided microwave.
- Customer is responsible for all connections (microwave, fiber, telco, etc) between ISSIs. Harris demark is the Harris provided firewall at Tiger Hill.
- Adequate bandwidth on the Broken Arrow microwave to the Motorola/State of Oklahoma ISSI server.
- Motorola/State of Oklahoma providing IP Addressing and Ports of their ISSI for connectivity purposes.
- Motorola/State of Oklahoma providing IDs of target talkgroups.
- Motorola/State of Oklahoma providing System information (ID, WACN, etc).
- Broken Arrow providing IDs of target talkgroups.

Harris will provide the following:

- Perform a Customer Design Review (CDR) prior to the implementation.
- Physical installation of the ISSI server at the Broken Arrow Police Department based on best practices.
- Reconfiguration of the Broken Arrow VIDA network to accommodate additional IP addresses.
- Update the UAS.
- Ensure connectivity to the Harris firewall at Tiger Hill.
- Work with Broken Arrow and Motorola/State of Oklahoma to ensure connectivity to the Motorola/State of Oklahoma ISSI.
- Work with Motorola/State of Oklahoma to determine programming parameters for the ISSI and associated talkgroups.
- Work in conjunction with Broken Arrow and Motorola/State of Oklahoma to produce a mutually agreed upon test plan for the ISSI.
- In conjunction with Motorola/State of Oklahoma, execute the ATP.
- Provide all documentation to include updated IP plans, drawings, and test procedures.

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## Conclusion

By connecting the two P25 ISSI gateways, first responders, on both the Broken Arrow System and the Oklahoma State P25 System, will be able to benefit from unmatched interoperability. This proposal concentrates on the Broken Arrow/Harris side of the ISSI link and will require extensive coordination with the other vendor and customer. Harris is committed to partnering with Broken Arrow to obtain a successful interoperability solution.

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## Optional Microwave Link Overview

Harris has chosen Alcatel-Lucent (ALU) as a partner to provide Broken Arrow with a turnkey microwave solution to connect the Broken Arrow ISSI to the State of Oklahoma ISSI. The optional quote included in this proposal will provide all necessary hardware and services as described below in the Scope of Work

Table A: Microwave Link Overview

Transmit Site Name	Receive Site Name	Main or Space Antenna	Radio Type	Radio Path Protection	Frequency Band (GHz)	Transmit Power (dBm)
TigerHill	61stSt	MAIN	MDR-8506E-8	HOT STANDBY	6.8	15
61stSt	TigerHill	MAIN	MDR-8506E-8	HOT STANDBY	6.8	15
Transmit Site Name	Receive Site Name	Transmit Pad (dB)	ATPC Loss (dB)	Antenna Height (Feet)	Feeder Length (Feet)	Number of Feeder Runs
TigerHill	61stSt	0	OFF	55	85	1
61stSt	TigerHill	0	OFF	50	80	1
Transmit Site Name	Receive Site Name	Antenna Type	Radome Type	Feeder Type	Antenna Size (Feet)	Received Signal (dBm)
TigerHill	61stSt	PAD6-65B	FIBERGLASS	EP65	6	-40.9
61stSt	TigerHill	PAD6-65B	FIBERGLASS	EP65	6	-40.9
Transmit Site Name	Receive Site Name	FCC Radio Identifier	FCC Emission Type	Fade Margin (dB)	Min Fade Margin (dB)	ERP (dBm)
TigerHill	61stSt	MDR-8506E-8	2M50D7W	44.1	24	48.4
61stSt	TigerHill	MDR-8506E-8	2M50D7W	44.1	24	48.4
Transmit Site Name	Receive Site Name	FCC EIRP Limit (dBm)	Latitude	Longitude	Datum	Ground Elevation (Feet)
TigerHill	61stSt	85	36.0593831	-95.78153999	NAD83	852.5
61stSt	TigerHill	85	36.07527778	-95.90027778	NAD83	865.3
Transmit Site Name	Receive Site Name	Azimuth (degrees)	Path Length (Miles)	Status	Comments	
TigerHill	61stSt	82.4	6.7	Feasibility	Path may be in Satellite Orbit.	
61stSt	TigerHill	262.4	6.7	Feasibility		



## Scope of Work

- Basic Site Survey (Tower climbing NOT included)
  - Detailed inside plant (ISP) survey will be performed for the purpose of ALU's pre-installation review, in order to prepare a list of materials required to properly install all equipment sold to the customer and write a comprehensive scope of work for ALU's contractors.
  - Observe and document for ALU's internal use all of the following and possibly more:
    - Location of existing equipment, power, cabling, capacity of cable ladders & trays.
    - Location of proposed radio rack(s), DSX panels, mux, channel banks, additional power equipment.
    - Waveguide/Cable entry point(s) and entry capacity and vacancies.
    - Identification of existing power bay's model and voltages, current capacity, and breaker usage.
    - Identification of issues that will affect the installation such as the power bays and dehydrator locations.
    - Create dimensioned drawings of the building general layout,
    - Create dimensioned drawings of the tower's distances from the shelter and ice bridge (length & width, etc.)
    - Pictures will be taken of equipment, power, entry points, cable ladders & trays, general condition of shelter, tower, the compound, etc.
    - An informal report of the findings will be provided to the customer by ALU.
- Power Bay Installation
- Radio Installation
- Radio Turn up (Circuit cutover is Customer's responsibility)
- Installation Materials
- Antenna/Waveguide
- Antenna/Waveguide Installation
- (Changes in existing antenna system loading require that a tower structural analysis be performed prior to implementing the changes. This analysis must include all final loading and conform to local codes. Alcatel-Lucent has not included this effort in this SOW but can offer upon request)
- Dehydrator & Manifold
- Dehydrator & Manifold Installation
- 2 Hr BER (per radio))

- Mob/Demob Labor
- Cleanup and disposal
- Job Management
- Prevailing Wages were not used in the creation of this quote.

## Appendix A – Assumptions and Interconnection

### ISSI Assumptions

For the ISSI pricing shown in the Broken Arrow price pages, Harris will provide the ISSI gateway hardware and software and engineering design support for the specification, procurement and installation of the following P25 system equipment:

- P25 ISSI Gateway with one (1) external system connection and ten (10) concurrent talkpaths.
- The proposed P25 ISSI gateway will be connected to the Oklahoma State (future) ISSI gateway as determined by Broken Arrow.
- The Oklahoma State system to which the Broken Arrow system is being connected has the necessary compatible P25 ISSI server hardware and software configuration.
- Since the timeframe for implementation of the Oklahoma State ISSI gateway is not known, the base system acceptance of the Broken Arrow system is not contingent on demonstrating the functionality of the ISSI gateway.
- Our base system schedule for Broken Arrow does not reflect any configuration and/or testing for the gateway.
- This quoted price is contingent on the Broken Arrow purchasing our Software FX (software maintenance) package so that the Broken Arrow system will have installed the latest system software required to support ISSI functionality.
- Functionality of the ISSI gateway will be demonstrated based on a short test period with a limited set of test users.
- This quotation assumes that the State of Oklahoma ISSI gateway is installed and ready to be connected to the Broken Arrow system or will be installed and ready for connection with Broken Arrow within 90 days of contract execution. A change order for additional Harris Services will be required if the State of Oklahoma ISSI gateway is not installed within 90 days of contract execution

### ISSI Interconnection

- **Network Link** (Type and bandwidth) make sure the local and foreign ISSI gateways are connected and have sufficient bandwidth to support the total number of concurrent calls (T1 should be enough for 24 concurrent calls – if nothing else is on the T1.)
- **Programming (Refer to ISSI I & C)**  
Configuring the UAS for ISSI operation (be sure to follow the configuration order specified in the ISSI I & C manual).
  - Add foreign ISSI gateway

- Add foreign talkgroups (or talkgroup range) that can visit the local system
- Add foreign end users (or end user range) that can visit the local system
- Define the Foreign ISSI gateway
  - **Name:** User Defined
  - **Description:** User Defined
  - **WACN:** The WACN of the Foreign RFSS
  - **Region Id:** The Region Id of the Foreign RFSS
  - **Site Id:** The Site Id of the Foreign RFSS
  - **Ext Ip Address:** The IP Address of the Foreign ISSI Gateway (note that this is the IP that is “outside” of the firewall or the “public” IP. It may not be the physical IP of the Foreign ISSI.
  - **Sip Port:** Always set to 5060
  - **Sip Hang Time:** Not currently used
  - **Local ISSI Region Id:** The local ISSI that will be communicating with this Foreign ISSI Gateway

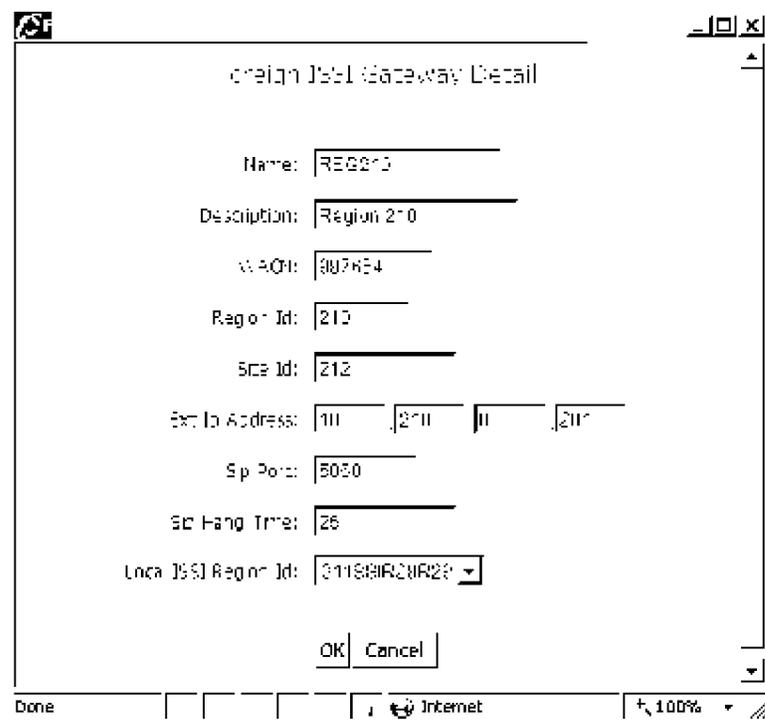


Figure 4: Foreign ISSI Gateway Detail Window

- Define the Foreign Talkgroups
  - **Talkgroup Id:** The ID of the Foreign Talkgroup
  - **Talkgroup Name:** User Defined Name

- **Forced Registration Flag:** Set to True if permanent demand
- **Vida Voice Group Id:** The desired local group to map the foreign group to (optional)
- **ISSI Gateway Id:** The Foreign Gateway that is the home of the foreign group
- Define the Foreign End Users
  - **Agency Id:** The agency portion of the foreign user is the SUID body above 10000.
  - **User Id:** The User ID value is the part of the SUID below 10000.
  - **Name:** User Defined Name
  - **ISSI Gateway Id:** The Home ISSI for the Foreign End User

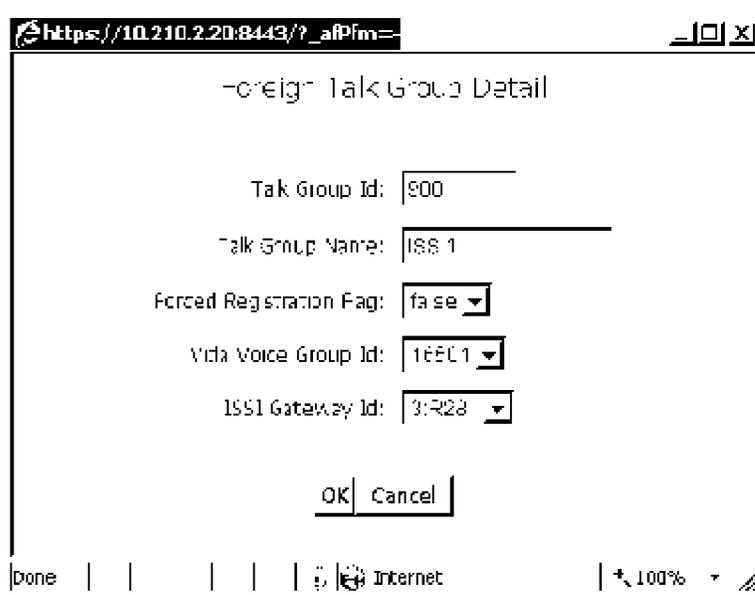
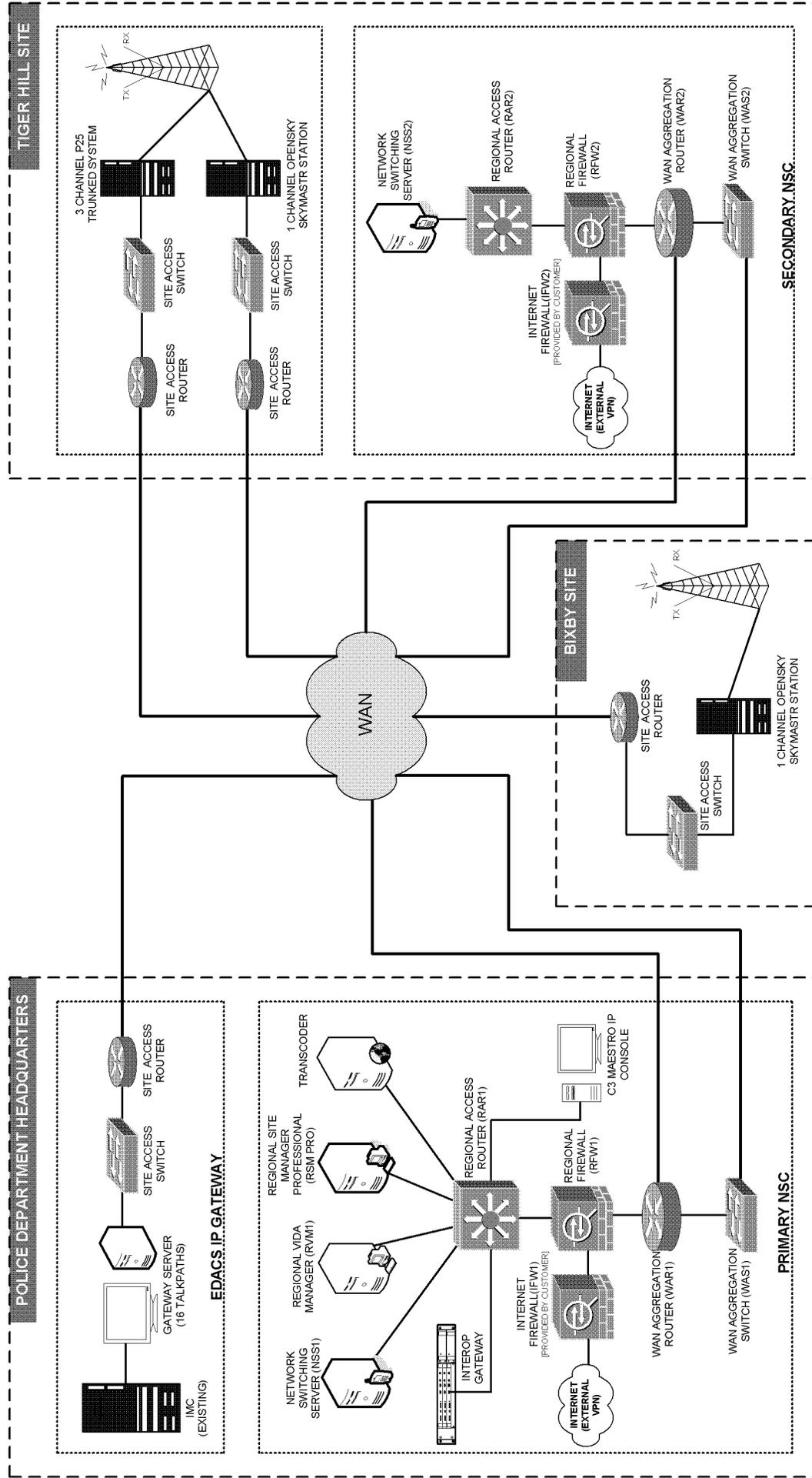


Figure 5: Foreign Talkgroup Detail Window

- **Optimization:** Make sure the group calls are configured in the same manner on both systems: Transmission trunked or message trunked.
- **Testing (Refer to ATP):** The ATP is limited to what both ISSI's can do, **NOT** what our ISSI can do. For example, The Moto ISSI is limited to 24 talkpaths however; R2A Harris ISSI can support 200 simultaneous calls. Also, the Moto ISSI doesn't support user roaming. Users have to manually change their systems.

# CITY OF BROKEN ARROW PROJECT - BLOCK DIAGRAM



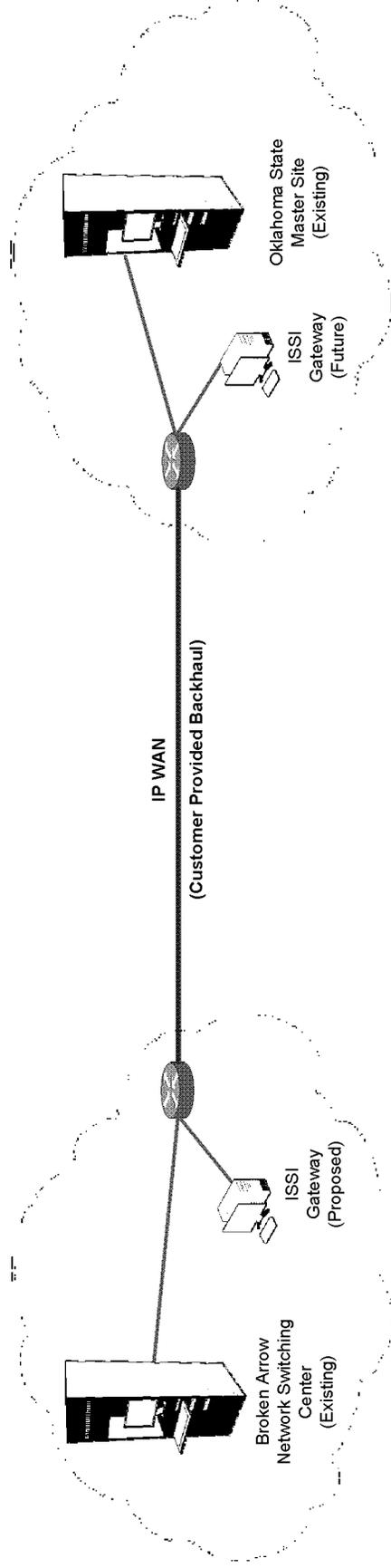
HARRIS	
BROKEN ARROW BLOCK DIAGRAM	
Doc: 6252410	Fig: 27146301
Prepared By: Karl O. Albani	Rev: C
Company Property and Confidential	

NOTES:

- (1) - BROKEN ARROW WILL BE RESPONSIBLE FOR PROVIDING THE NETWORK CONNECTIVITY FROM THE NSC LOCATIONS TO THE OPENSKY SKYMASTR AND P25 TRUNKING RF SITES AND EDACS IP GATEWAY FOR PROVIDING SUFFICIENT SPACE FOR THE INSTALLATION OF THE OPENSKY SKYMASTR AND P25 TRUNKING RF SITES AND SUFFICIENT TOWER SPACE FOR THE ANTENNA SYSTEMS.
- (2) - BROKEN ARROW WILL BE RESPONSIBLE FOR THE TOWER ANALYSES REQUIRED TO SUPPORT THE RF ANTENNA SYSTEM.
- (3) - BROKEN ARROW WILL BE RESPONSIBLE FOR THE TOWER ANALYSES REQUIRED TO SUPPORT THE RF ANTENNA SYSTEM.

# BROKEN ARROW INTEROPERABILITY NETWORK

## Broken Arrow – Oklahoma State P25 ISSI Interconnection



Broken Arrow Existing Equipment

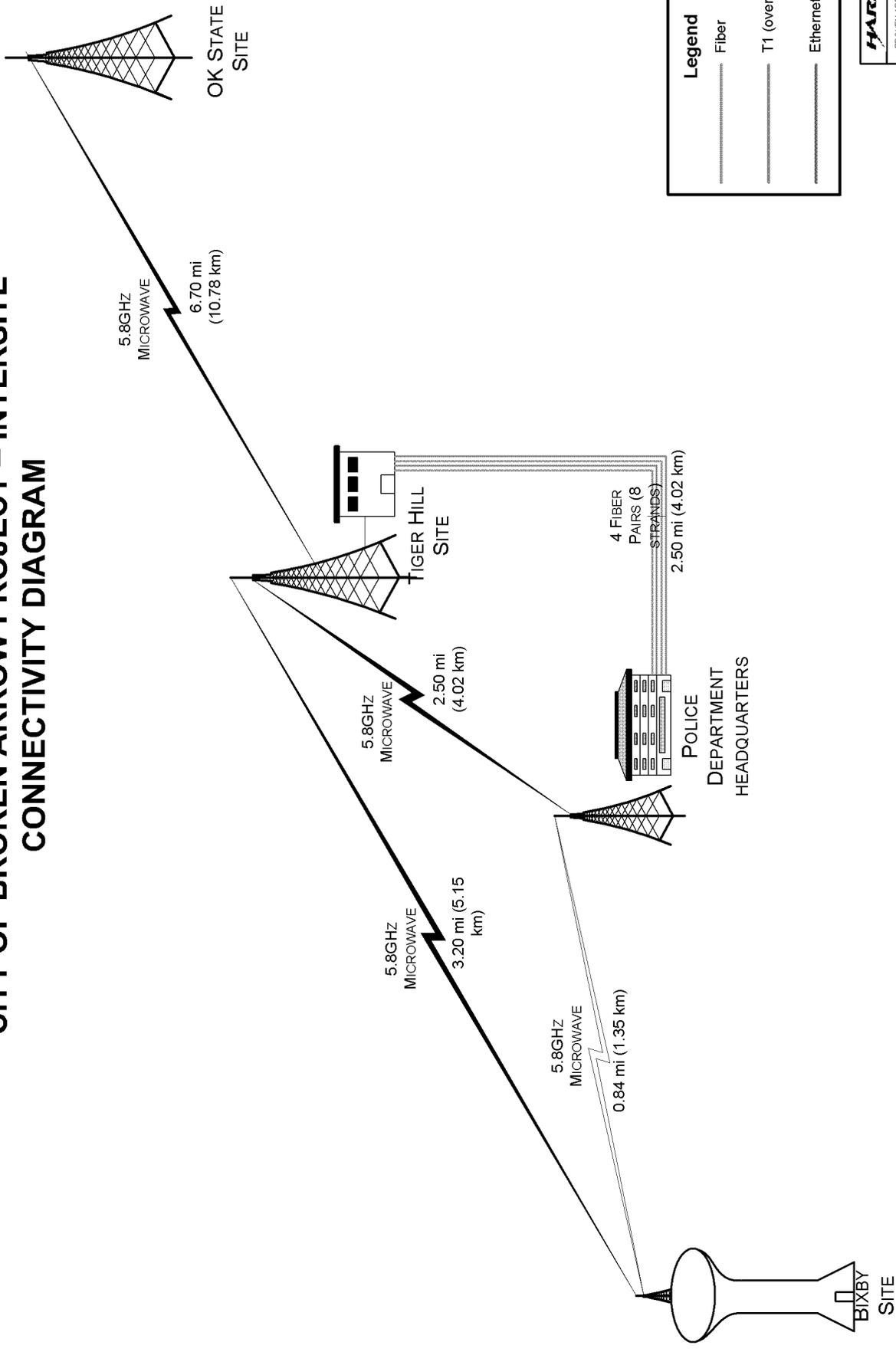
Oklahoma State Existing Equipment

**Notes:**

1. Harris is providing licensing, configuration, and testing of the proposed Broken Arrow ISSI Gateway to support the connection to the future Oklahoma State ISSI Gateway.
2. Harris assumes that the existing Oklahoma State system and equipment is installed, configured, and accepted for operation prior to connection to the Broken Arrow system.

<b>HARRIS</b>		MBP # 11139
BROKEN ARROW TO OKLAHOMA STATE ISSI SYSTEM BLOCK DIAGRAM		
Date: 04/27/2011	Fig. 11139-01	
Prepared by: Craig Inoué	Rev. B	
Confidential, Proprietary & Competition Sensitive		

# CITY OF BROKEN ARROW PROJECT – INTERSITE CONNECTIVITY DIAGRAM



Legend	
	Fiber
	T1 (over microwave)
	Ethernet (over microwave)

<b>HARRIS</b>	MEP # 27146
BROKEN ARROW SITE INTERCONNECTIVITY DIAGRAM (EACH PAUL)	
Date: 03/25/10	By: 27146-02
Prepared By: Keith O. Aspinall	Rev: E
Company Proprietary and Confidential	

CITY OF BROKEN ARROW – IP PLAN DIAGRAM



PREPARED BY  
D. HARRIS

Legend

.....	10/100 Ethernet
.....	10/100/1000 Ethernet
.....	10/100/1000 Ethernet
.....	10/100/1000 Ethernet
.....	10/100/1000 Ethernet
.....	10/100/1000 Ethernet

Notes:  
1. Thick lines indicate fiber connections.

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## Project Management and Implementation Plan

This Implementation Plan describes Harris Corporation RF Communications Division's (Harris') approach to project management and implementation to professionally interface Broken Arrow's proposed ISSI gateway to the Oklahoma State's future ISSI gateway. This plan also provides information regarding our project management team and pertinent information relative to project management and implementation.

### Broken Arrow Representative

We recommend Broken Arrow assign a Designated Representative to communicate with Harris' Project Manager on a day-to-day basis, attend meetings, and possess authority to execute essential decisions.

### Project Management Team

Our management team, engineering resources, and other functional organizations will ensure a smooth implementation for Broken Arrow.

#### Project Manager (PM)

Harris' assigned project manager will be responsible for the successful project implementation and fulfilling contractual obligations. She will be Broken Arrow's primary point of contact and all official communications should be held between Broken Arrow's Designated Representative and Harris' PM.

Harris' PM will be responsible for developing the schedules, monitoring progress, providing the necessary reports on progress, and taking the actions needed to ensure timely schedule compliance. She will also be responsible for overall project cost and processing of any contract changes.

#### System Engineer (SE)

Harris will assign a system engineer who will have full technical responsibility for the ISSI Gateway interface. The system engineer will participate in meetings, provide technical support to the project manager, and be supported by other system engineers from Harris.

The Functional Test Plan will be provided by our system engineer. He will participate in the FTP test ensuring that parameters are correct and fully meet the contract requirements. He will provide technical support to technical publications for provision of the ISSI Gateway.

#### *Harris System Engineer (SE) Scope of Work*

Provide engineering design support for the specification and procurement of the following ISSI interface equipment:

- P25 ISSI Gateway Licenses - one (1) external system connection and five (5) talkpaths to be added to the proposed Broken Arrow P25 ISSI gateway.
- Configuration and testing of the proposed Broken Arrow P25 ISSI Gateway to support the connection to the future Oklahoma State ISSI Gateway.
- Prepare and conduct a Customer Design Review (CDR) with Broken Arrow that details;

- Block diagrams
  - Specific configuration parameters
  - Projected as-built equipment installation drawings
  - Equipment footprint and space requirements
  - Site grounding and electrical specifications
  - Inter-Op plans
  - Functional Acceptance Test Procedures (FATP)
  - Project Schedule
- Provide at the Customer Design Review (CDR) meeting, all pertinent Harris technical manuals and specifications.

## Harris Corporation Southwest Service Center

We propose to install, optimize, and test the Broken Arrow ISSI Gateway interface utilizing the services of our Harris Southwest Service Center, located in Irving, TX. Terry Tuck, Regional Service Manager - West, will deploy a skilled team of technicians to ensure the successful installation and implementation of your system's new ISSI Gateway interface.

Harris Corporation  
Attn: Terry Tuck  
8105 N. Belt Line Rd.  
Suite 170  
Irving, TX 75063-6070  
972-550-2310  
972-550-2360 (fax)

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## Implementation Plan

### Internal Design Review

Harris' assigned system engineer will schedule an internal design review meeting during which time the technical personnel will review the key design specifications and the proposed solutions. He will review the proposed equipment list to ensure design integrity and compliance to the final contract. Issues and ambiguities will be noted for review and finalization at the CDR meeting.

### Customer Design Review

Our implementation team will meet with Broken Arrow representatives at an agreed upon location for the CDR meeting. At the meeting, the two teams will review the key design and schedule elements of the project. Site preparation activities and the task ownership will be identified. Contract change order documents will be initiated to reflect any changes requested. The implementation schedule will be updated and provided to Broken Arrow's Designated Representative.

### Project Implementation Schedule

The work schedule is in the form of a Gantt chart produced using Microsoft Project. The key tasks and milestones are shown to provide a quick understanding of the timing and required interrelationships for a successful implementation. Harris' Project Manager will review progress with Broken Arrow's Designated Representative every two weeks. At the CDR meeting a more precise, comprehensive implementation schedule will be presented. Finalization of the schedule will occur at this meeting.

### Site Material Procurement

With Broken Arrow's approval, Harris' project manager will direct his team to begin placing orders to our vendors and subcontractors. Shipments will be coordinated with the vendors and based on the project schedule.

### Assumptions

1. Harris assumes that the future Oklahoma State system and equipment is installed, configured, and accepted for operation prior to connection to the Broken Arrow system.
2. Harris will not be responsible for the backhaul connectivity between Broken Arrow and the State of Oklahoma.

### Change Management Plan

The Change Management Plan will be utilized to review increases or reductions in the scope of work, changes to the schedule, and technical aspect. Once the change in the scope is agreed upon, the change order procedures will be followed to officially effect changes to the contract and project baseline.

## FTP Tests

After the equipment is installed and optimized, the system engineer will initiate the Functional Test Procedures (FTP). The functional test ensures the equipment is operating properly.

## Documentation

When the ISSI Gateway is fully operational, Harris' project manager will deliver the "As-Built" documents and a final acceptance letter to your Designated Representative.

## Final Acceptance

Once the P25 ISSI Gateway is installed and tested, our project manager will submit a letter requesting final acceptance to Broken Arrow.

## Warranty & Maintenance Plan

Following completion of the project installation and Final Acceptance, the upgraded ISSI will enter the one year warranty period. After the end of the one year warranty period, the upgraded ISSI will become a part of the system that is self-maintained by Broken Arrow. Should Broken Arrow want to place this item on an extended maintenance agreement they may request a quote for that service from the Regional Service Manager, Terry Tuck.

ID	Task Name	Duration	Start	Jun	Jul	Aug	Sep
1	<b>Broken Arrow ISSI</b>	71 days	Wed 6/1/11	[Gantt bar spanning from Jun to Sep]			
2	Contract Signed	0 days	Wed 6/1/11	[Bar]			
3	<b>Prepare for Customer Design Review (CDR)</b>	12 days	Wed 6/1/11	[Bar]			
4	Internal Project Review Meetings	3 days	Wed 6/1/11	[Bar]			
5	Kick-off Meeting & Preliminary Design Review w/ Customer	1 day	Mon 6/6/11	[Bar]			
6	Prepare for CDR / Project Plan	3 days	Tue 6/7/11	[Bar]			
7	Prepare Configuration Information and Circuit Interface definitions	3 days	Fri 6/10/11	[Bar]			
8	CDR / Project Plan Meeting with Customer	1 day	Wed 6/15/11	[Bar]			
9	BA approval of Customer Design Review	0 days	Wed 6/15/11	[Bar]			
10	Place orders on vendors	1 day	Thu 6/16/11	[Bar]			
11	<b>Gateway Installation</b>	25 days	Fri 6/17/11	[Bar]	[Bar]		
12	<b>Broken Arrow ISSI Server</b>	25 days	Fri 6/17/11	[Bar]	[Bar]		
13	Verify that Equipment is installed and ready	1 day	Fri 6/17/11	[Bar]			
14	Verify that Customer Supplied Backhaul is installed and ready	1 day	Mon 6/20/11	[Bar]			
15	Configure interface to Customer Supplied Backhaul	2 days	Tue 6/21/11	[Bar]			
16	Configure ISSI License, SAW and talkpaths	20 days	Thu 6/23/11	[Bar]	[Bar]		
17	Tech Support to SE as required	5 days	Thu 6/23/11	[Bar]	[Bar]		
18	Final site clean up	1 day	Thu 7/21/11	[Bar]			
19	<b>Final Optimization</b>	5 days	Fri 7/22/11	[Bar]	[Bar]		
20	Perform optimization	5 days	Fri 7/22/11	[Bar]	[Bar]		
21	Tech Support to SE for optimization	2 days	Fri 7/22/11	[Bar]	[Bar]		
22	<b>FTP Tests</b>	24 days	Tue 7/26/11	[Bar]	[Bar]	[Bar]	
23	FTP with SE and DSC prior to FTP w/Customer	1 day	Tue 7/26/11	[Bar]			
24	Run Functional Test Plan	1 day	Wed 7/27/11	[Bar]			
25	Prepare & Submit Functional test documentation	1 day	Thu 8/11/11			[Bar]	
26	Functional test documentation approved	1 day	Fri 8/26/11			[Bar]	
27	<b>Gateway Acceptance</b>	1 day	Mon 9/5/11			[Bar]	
28	Submit final documentation	1 day	Mon 9/5/11			[Bar]	
29	Warranty Begins	1 day	Wed 9/7/11			[Bar]	[Bar]





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**Broken Arrow, Oklahoma**  
Sample ISSI  
Acceptance Test Procedures

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## TABLE OF CONTENTS

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## ***1. ABOUT THIS DOCUMENT***

This document was specifically prepared for the customer shown below. Each section of this document is individually maintained in the Harris document control system. The revisions of each section are individually listed.

Customer: Broken Arrow  
Prepared By: Craig Inouye, Harris Corporation  
Total Test Pages: **3**

## 2. DOCUMENT USAGE

This document contains test procedures as defined in Section 13 of the contract between Harris Corporation and Broken Arrow dated July 7, 2009.

It is understood by all parties that the success of this communications project is dependent on the successful operation of two ISSI's, one at the Tiger Hill, RF Site, the other at the State Location master site. The objective of the program is to achieve functioning interoperability services across the ISSI gateways between Broken Arrow and the State of Oklahoma. These services will be validated in an end-to-end test which will demonstrate successful deployment of the following services:

### Inventory:

2 radios – each with two personalities. One for each system. This is for interop calls and for roaming testing.

1. ISSI Call Services to Test
  - a. ISSI Group Call from Broken Arrow (S1) to the Oklahoma State System (S2). Assume that a & b are for users that are homed on S1 and S2 respectively i.e. this is an interop group. When setting up an interop scenario, (Loosely defined as two independent RFSS's wishing to communicate over dedicated TG's defined in each RFSS.), a determination needs to be made which RFSS will serve as the "Home". The other RFSS will function as the "Serving" and will register demand with the "Home". On our system, the Force Registration Flag in the Foreign Talkgroup table is the vehical to register this demand. I.e. if this is set to true then that system is the "Serving". Only one RFSS should register this demand to the other system.
  - b. ISSI Group Call from from the Oklahoma State System to Broken Arrow
  - c. Encrypted Group Call (Optional)
  - d. ISSI Emergency Call from Broken Arrow to the Oklahoma State System (Optional)
  - e. ISSI Emergency Call from the Oklahoma State System to Broken Arrow (Optional)
  - f. Manual Roaming from Broken Arrow to the Oklahoma State System
    - i. One radio will remain on Broken Arrow while a second radio roams to the Oklahoma State System
    - ii. One radio will remain on the Oklahoma State System while a second radio roams to Broken Arrow
2. Other Configurations and Test Situations
  - a. Three Simultaneous ISSI Group calls across the ISSI Link
    - i. Have the calls originate on three regional TGs (A, B, & C).
    - ii. Have a fourth radio attempt to call (on A, B, or C) who should get a busy.
    - iii. Have one of the other radios unkey and the busy radio should get a callback (go ahead). "callback" – when the talker releases, the busied radio should be allowed to talk.
  - b. Recovery after loss of ISSI Link

---

### 3. *CUSTOMER APPROVAL*

This Acceptance Test Procedure has been read and approved for use as the ISSI system acceptance test.

Customer Representative

Harris Corporation

---

Signature

---

Signature

---

Printed name, title, and date

---

Printed name, title, and date

---

#### 4. *ISSI SYSTEM ACCEPTANCE*

This ISSI Acceptance Test Procedure has been successfully completed.

Customer Representative

Harris

---

Signature

---

Signature

---

Printed name and title

---

Printed name and title

---

Date

---

Date

## Broken Arrow Pricing

Description	Qty.	Price
<b>P25 ISSI Integration</b>		
<u>Hardware</u>		\$ 90,000.00
<u>Licenses</u>		\$ 56,250.00
<ul style="list-style-type: none"> <li>▪ License, Ten (10) Talkpaths</li> <li>▪ License, One (1) External System connection</li> </ul>		
<u>Services</u>		
<ul style="list-style-type: none"> <li>▪ System Engineering</li> <li>▪ Project Management</li> <li>▪ Freight</li> <li>▪ Installation</li> </ul>		\$ 77,250.00 \$ 32,235.00 \$ 525.00 \$ 6,061.25
<b>Final System Price*</b>		<b>\$262,321.25</b>

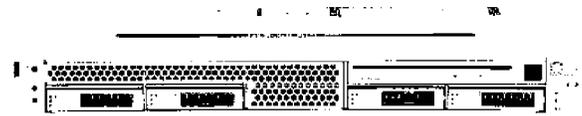
Description	Qty.	Price
<b>Turnkey Microwave Option</b>		
<u>Hardware</u>		
<ul style="list-style-type: none"> <li>▪ Microwave Radios, Antennas, Racks, Accessories</li> </ul>		
<u>Services</u>		
<ul style="list-style-type: none"> <li>▪ System Engineering</li> <li>▪ Project Management</li> <li>▪ Installation</li> <li>▪ Path Survey, Design, Engineering</li> <li>▪ Frequency Coordination and Licensing</li> </ul>		
<b>Final Optional Microwave Price**</b>		<b>\$141,731</b>

\*Note: Pricing is valid for 90 days from submittal and subject to the Terms and Conditions of the existing contract between the City of Broken Arrow and Harris Corporation, RF Communications Division dated July 7, 2009. Broken Arrow is responsible for any applicable taxes and levies in connection with the purchase.

\*\*Note: Optional Microwave Pricing is valid for 45 days from submittal and subject to the Terms and Conditions of the existing contract between the City of Broken Arrow and Harris Corporation, RF Communications Division dated July 7, 2009. Broken Arrow is responsible for any applicable taxes and levies in connection with the purchase.

## The Inter-RF Subsystem Interface (ISSI) Gateway

- Provides TIA-standardized network-level communication between P25 radio systems, regardless of system manufacturer
- Allows authorized radios to roam between P25 systems
- Prevents ID overlaps by assigning temporary unit and group IDs to roaming users



The Inter-RF Subsystem Interface (ISSI) Gateway provides network-level interoperability between Project 25 Voice, Interoperability, Data, and Access (VIDA®) systems and other ISSI-compatible systems. The ISSI Gateway not only allows for inter-system communication, but also provides the interface that enables radios to roam between systems.

### ISSI Gateway Overview

The ISSI Gateway is based on the Inter-RF Subsystem Interface standard, issued by the Telecommunications Industry Association (TIA) responsible for publishing the Project 25 Land Mobile Radio standards. TIA document TIA-102.BACA defines the interface that provides for interoperability between RF Subsystems (RFSS) regardless of the system manufacturer.

Harris' ISSI Gateway is a software application that resides on standard off-the-shelf hardware and can be added to any VIDA network through a simple Ethernet connection into the IP-based VIDA infrastructure.

### Inter-System Communication

In most scenarios, systems which need to interoperate are not

managed by a common administrator nor installed at the same time. This means there is no coordination of the system databases and most likely, there are overlaps between User and Group IDs. The ISSI Gateway solves this issue. When a group call is made on System 1 and the ISSI passes it to System 2, System 2 can assign a temporary working group identifier used for all subsequent calls made on that group. If desired, the group calls from System 1 can instead be directly affiliated with any existing group within System 2 such that a dispatcher patch is not required to initiate interoperable communications.

### Unit Roaming Using ISSI

The ISSI Gateway allows P25 compliant radios to roam between systems, provided they are within the same frequency band and there is some coordination between the system administrators. When a radio from System 1 roams into the coverage area of System 2, the ISSI provides communication of the radio's ability to roam and other user attributes such as user call priority, I-Call capability, etc. System 2 will register the group and unit, assign them temporary IDs, and allow the radio to communicate

on the system. System 2 passes all of the radio's transmissions back to System 1 via the ISSI Gateway. As mentioned, the roaming user's group calls can be directly affiliated with a permanent group on System 2 if desired.

### Console Subsystem Interface

The Console Subsystem Interface (CSSI) allows third-party consoles to provide dispatch services for a P25 system. Harris' ISSI Gateway supports CSSI messaging, giving customers more choices for dispatch solutions.

### ISSI Specification Features

The interface of the ISSI provides for many features including:

- Group Calls
- Emergency Calls
- Unit and Group Registration when roaming
- Unit and Group IDs sent to home system when roaming
- Third-party Console Support via CSSI

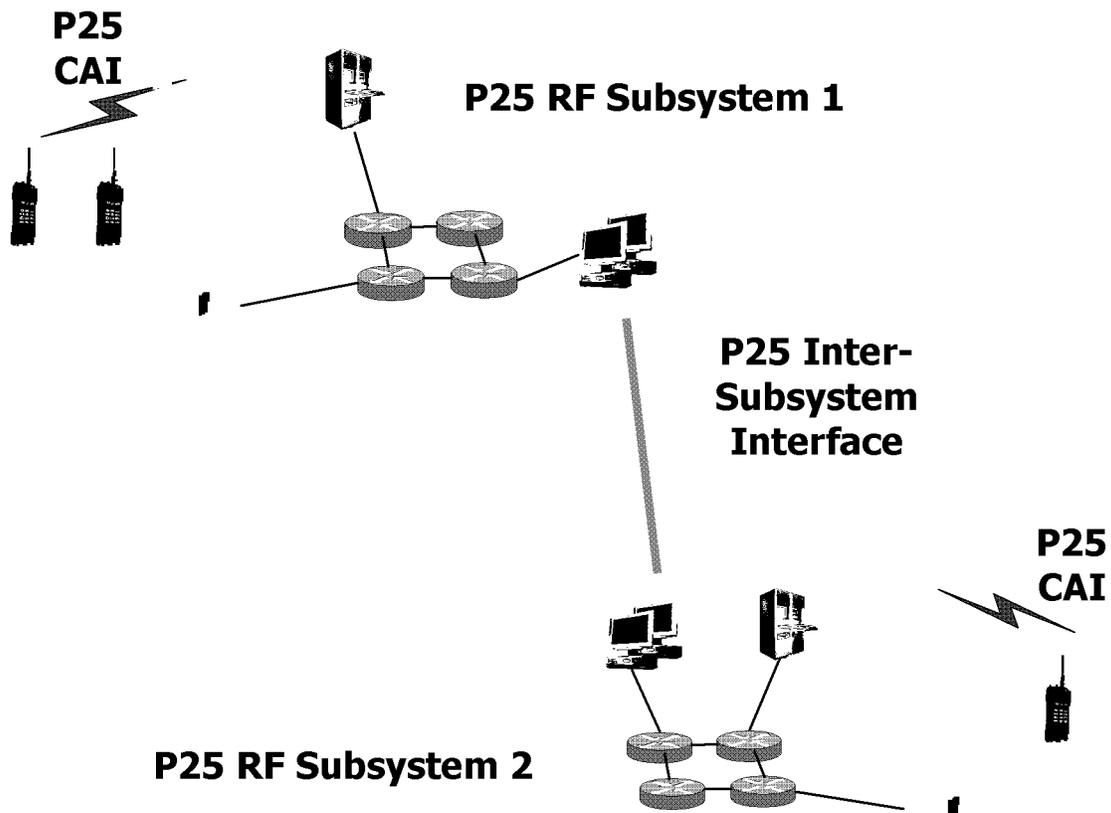
## ISSI Gateway

### Hardware Components

- Sun Solaris™ 10 Operating System
- 1 Rack Unit 19-inch Chassis
- 8-Core UltraSPARC® T2 Processor
- 2 146-GB Hard Drives
- 4 GB RAM
- 4 Gigabit Ethernet Ports
- DVD+/-RW Drive
- 3.5-inch Floppy Disk Drive
- 4 USB ports
- Redundant Power Supplies
- RoHS-6 Compliant

### Design Features

- Unconfirmed Group Calls
- Caller IDs across the ISSI Gateway
- Unit Roaming
- Group Affiliation
- Emergency Calls
- Group and Unit registration
- Supports up to 200 concurrent group calls
- Call Arbitration
- Fault reporting to the Regional Network Manager
- Dynamic Database information from the Unified Administration Server (UAS)
- Provides Call Activity to the Activity Warehouse
- Static Configuration via VIDA Device Manager
- Support for OpenSky® systems using the VIDA Transcoder
- Confirmed Calls (Release 3)
- Support for Pre-empt scenarios (Release 3)
- Support for the CSSI (Release 3)



## The Interoperability Gateway

- Is a multi-channel analog voice interface for OpenSky<sup>®</sup>, NetworkFirst<sup>®</sup>, and P25<sup>IP</sup> packet-switched digital networks
- Supports up to 12 audio channels
- Connects existing analog equipment to the Internet Protocol digital network



The Interoperability Gateway is a software-based multi-channel codec module designed to interface the IP digital network with analog equipment. Applications include connection to dispatch console equipment and to analog voice base station equipment. In both cases, control of the Interoperability Gateway is implemented in software and may be customized easily for specific requirements.

### Dispatch Console Interface

Each Interoperability Gateway receives and transmits packetized digital voice over an Ethernet interface for connection through a switch to the Voice, Interoperability, Data, and Access (VIDA<sup>®</sup>) network.

Interoperability Gateway modules offer a 4-wire balanced line level interface for the audio connection. Audio amplitude may be adjusted under software control, and signaling lines are opto-isolated and may be

operated in “open collector” mode.

### Interoperability

When used to provide interoperability with other communications systems, network users are automatically connected to legacy system users by selecting them as designated voice groups. This provides capabilities for cross-band inter-system operation.

Additionally, the Interoperability Gateway supports the MDC-1200 signaling format for User ID and Emergency functions.

### Digital Voice Coding

Digitized voice within the digital network is coded using Advanced Multiband Excitation (AMBE<sup>®</sup>) for OpenSky systems or Improved Multiband Excitation (IMBE<sup>™</sup>) for P25 systems. AMBE/IMBE digital voice is then encapsulated into IP packets and sent along with control messages into the IP digital network.

Additionally, the Interoperability Gateway supports the use of Adaptive Differential Pulse-Code Modulation (ADPCM) for NetworkFirst systems and transmission of analog inputs to other VIDA products which support ADPCM, such as the C3 Maestro<sup>IP™</sup> and V<sup>IP</sup> Consoles.

### Hardware Design

The Interoperability Gateway is a rack-mounted card cage designed to accept multiple VME circuit cards. It contains redundant integrated power supplies and provides forced ventilation for up to 3 Interoperability Gateway cards. Each card provides 4 audio interfaces for a total of 12 interfaces per chassis.

The Interoperability Gateway uses a VME-based backplane design for power and signal routing, and offers rear mounting expansion slots for additional interface expansion.

## OpenSky

Harris' OpenSky Wireless Private Network is a fully interoperable digital trunked communications network for public safety, utility, federal, transit, and industrial markets. OpenSky is a complete end-to-end Voice over Internet Protocol (VoIP) solution and employs packet technology to provide integrated voice and data. The OpenSky radio network is the only private land mobile radio communications system that provides clean integration of data messaging with trunked digital voice on the same RF channel. Integrated voice and data over Time Division Multiple Access (TDMA) allows users to perform multiple communication functions at the same time on one radio. The use of TDMA quadruples call capacity by allowing four simultaneous voice calls per 25 kHz channel.

## NetworkFirst

Public safety communications in today's world face unprecedented challenges. More than ever, Homeland Security and Situation Readiness depend heavily on effective communication among federal, state, county, and local agencies. Harris' NetworkFirst answers the call for an emergency communications network that provides local, regional, state, and even nationwide connectivity. NetworkFirst uses cost-effective Internet Protocol (IP) packet switched technologies to provide a fast, cost-effective means of achieving multi-agency interoperability, regardless of radio type, frequency, or mode. NetworkFirst creates the most technologically advanced permanent communications network available in the industry today, providing a technology backbone that is extremely flexible, allowing communications requirements to expand – without a wholesale system changeout.

## P25<sup>IP</sup>

Harris' P25<sup>IP</sup> (P25 to the power of IP) is the first completely Internet Protocol (IP)-based conventional mobile radio communications system developed for users requiring the secure digital voice and data capabilities of Project 25 (P25). P25<sup>IP</sup> is part of a portfolio of solutions that Harris offers for wide-area communication systems – each of which is capable of meeting the communications requirements of public safety, public service and first responders. Within the Harris portfolio, the P25<sup>IP</sup> network provides an excellent fit for those agencies which have lower user densities (few users covering larger geographic areas) but still require feature-rich secure voice and data communications. P25<sup>IP</sup> is also particularly appropriate for users operating with non-exclusive VHF and UHF frequencies. For federal users, P25<sup>IP</sup> meets the Congressional and NTIA mandates for the narrowband (12.5 kHz) migration.

## General Specifications

**Dimensions (H x W x D):** 3.5 x 19.0 x 14.75 in.

8.9 x 48.3 x 37.5 cm

**Rack:** Standard 19 inch, 2 rack units high

**Total Card Slots:** 4

**Weight:** Approximately 13 pounds  
(5.9 kilograms)

### Interoperability Gateway Codec Module

With analog base station interoperability supporting the OpenSky, P25<sup>IP</sup>, and ADPCM vocoders

### Connectors

DB-15: Isolated audio in/out and Tx/Rx signaling

RJ45: Ethernet interface

USB: Command line/monitoring

Status LEDs: DSP, clock, power, interface, network

### Audio

Audio I/O: Balanced transformer isolated

Line Impedance: 600/10K ohm selectable

Nominal Input Range: -25 to 12 dBm

Nominal Output Range: -25 to +10 dBm

Frequency Response: 300 Hz to 3.5 kHz ± 3.5 dB

### Communications

Ethernet: IEEE 802.3 compliant  
(10 Base-T and 100 Base-X)

USB: 38.4 kbps, ASCII  
ANSI-compliant terminal

### Interoperability Gateway Chassis Interface

Backplane Connectors: VME

AC Power Module: 85 to 264 VAC (115-230 VAC nominal), 47-63 Hz

DC Power Module: -36 to -72 VDC  
(-48 VDC nominal)

Current Consumption: 10A maximum

Cooling: Redundant forced air with exhaust at rear of chassis

### Environmental

#### Operating Temperature:

-4 to +140°F (-20 to +60°C)

#### Storage Temperature:

-4 to +185°F (-20 to +85°C)

#### Humidity:

Not to exceed 95% and relative humidity at 122°F (+50°C)



## Software FX

- Provides subscriber updates to keep systems current
- Allows customers to ride the technology wave



Selecting a Harris radio system represents a major commitment, for both the customer and Harris, and means establishing a long-term partnership. While the partnership will continue relatively unchanged, technology will continue to evolve.

Customers want and need to continuously follow these technology improvements. Software FX provides the mechanism to meet this objective.

### **Subscriber Updates**

For subscribers, Software FX provides software updates two times per year. These updates provide the capability to take

advantage of new features and functions and enable new technology platforms. To take full advantage of these enhancements, hardware may need to be modified, replaced, or added. For example, all of our Management Systems have transitioned to Windows XP<sup>™</sup>, Windows<sup>®</sup> 2003, or Windows 2008 operating systems. This change largely reflects the transition in the computer industry to today's current operating systems. This transition allows Harris customers to ride the technology wave. Software FX customers will receive software application upgrades as part of the standard

FX offering. Their only investment is to replace computer hardware.

### **Cost Effective**

Software FX provides a cost-effective alternative to premature system replacement. Software FX allows gradual migration of system operation, giving customers the capability to incorporate the latest features, functions, and options without the disruption of complete system swap out. Inevitable change is the ally of Software FX customers.

## System Tune-Up

Harris recommends the System MASTR® Tune option which provides twice-yearly system alignment, preventive maintenance, Software FX subscription, and Software FX installation.

Harris Regional Service Managers provide overall planning and implementation of this service, delivering the following:

- Reliable and predictable RF coverage
- Constant audio levels on all channels at all sites
- Stable and predictable overlap areas on simulcast
- Even power output levels on all stations
- Minimal service interruptions during Software FX upgrades

## Options

Software FX subscriptions can be purchased on either an annual basis or through discounted multi-year plans. The subscription fees are based upon the size and complexity of the customer's system.

### Yearly Subscription

This single-year commitment is paid annually. The plan allows the first-time buyer to discover the investment value of Software FX without making a long-term commitment.

### Multi-Year Single Installment

This plan offers a significant discount for a one-time payment covering several years of Software FX.

### Multi-Year Annual Payment

This plan establishes a fixed annual fee for a multi-year commitment. This option complements long-term planning with a fixed cost over the term of the contract.

## Features

The Software FX product is designed to provide software update services to participating customers. Subscribers receive the following:

- Periodic software releases for system, radio, and programming software components
- Software release notes and features summary with each release
- System configuration audit with initial subscription
- Configuration audit kept current with software releases as shipped
- Current FX release provided upon enrollment
- Software installation support from the Technical Assistance Center
- Support Services account on the Tech-Link web page
- Software replacement services if media are corrupted or damaged
- Incentive programs for Technology migrations such as EDACS® to P25 or OpenSky®

## Software Updates

Software releases twice per year reflect the continuing investment in system development to meet customer requirements. Each software release provides:

- Enhancements for existing features
- New features built upon earlier generations of software
- Capability to enable new licensed features

## Software Release Notes

Each software update includes Software Release Notes. These technical documents detail the following:

- Enhancements or new features included within the software release
- Installation instructions
- Software and hardware compatibility information, where applicable

## Telephone Support

The Technical Assistance Center (TAC) in Lynchburg, Virginia provides telephone support for installation from 8 a.m. to 5 p.m. (Eastern Time), Monday through Friday, excluding holidays.

**Telephone:** 1-800-528-7711 in the U.S. and Canada  
+1-434-385-2400 Worldwide





# Integrate + Operate = Interoperate



## John Vaughan

Dr. Vaughan, senior vice president of Global Marketing and Business Development for the Public Safety and Professional Communications business of Harris' RF Communications Division, is the visionary behind Harris' innovative approach to combining voice, interoperability, data and access.

There is an abundance of important and dramatic examples that point to the need for communications interoperability among users of Land Mobile Radios (LMR). At the local level, and even at times at the state level, communications interoperability is addressed through innovative approaches to the problem. And yet the search for a universal solution continues. The difficulty in providing a broad answer to the interoperability problem lies in the natural conflicts between old systems and new budgets, between digital advances and analog

compatibility, and between installed (and paid for) equipment and newer technical standards.

In its quest for interoperability, the LMR community has learned at least two things about integrating radio systems. First, we know that as a practical and financial matter, it's easier to integrate two different systems than it is to eliminate one system in favor of the other. This is true for obvious reasons: replacing a system means that sometimes useable, valuable assets must be thrown away and replaced by the new system—often to the chagrin

of the original purchasers of that equipment. Secondly, we know that running a single communications system means creating that delicate balance between defining a clear operational direction for the system, while not favoring one jurisdiction over another.

Of course, we've also learned key lessons about operating a communications system—beyond the obvious one that radio equipment must be viable in order to operate. For example, we've learned that it is a nearly insurmountable task to get everyone on the same frequency, never mind the same frequency plus the same system (protocol). Again, abandoning perfectly good spectrum—even if it is less spectrum but more efficiently used—does not sit well with the current users of that spectrum. Even if such a thing were possible, federal users are aligned in different frequency bands than those used by state and local users, and so an ultimate "one band" solution cannot be reached.

It's easier to integrate two different systems than to eliminate one system in favor of the other.





The difficulty in providing a broad answer to the interoperability problem lies in the natural conflicts between old systems and new budgets, between digital advances and analog compatibility, and between installed equipment and newer technical standards.

Another lesson is one we may have only indirectly learned: diversity of the communications environment can be as great a strength as we now imagine it a weakness. But there is a big “if” associated with it: if diverse. If the individual systems remain disconnected, their strengths subtract from the whole.

Imagine a radio system where everyone uses the same radio, in the same band, on the same system (protocol). Yes, there are no interoperability issues, but that does not mean there are no issues. In this scenario, every radio is “equal,” but each is also equally vulnerable. An attack on one is an attack on all. The

price of unrelenting uniformity is the price we pay whenever we put all our eggs in one basket.

Now imagine that same, uniform system integrated with another uniform system operating in the same or overlapping jurisdictions. When integrated into one network, each system functions as a backup for the other; provides different, yet overlapping coverage characteristics; and can be operationally optimized for its particular jurisdiction. With integrated systems, the strengths of diversity are truly additive and provide important protections to the whole communications environment. And yet, there remains one last challenge.

Even when systems are integrated together, users still need the ability to move between those integrated systems with one radio. The solution is a multiband, multiprotocol radio that can operate on multiple, integrated systems.

The path to complete interoperability starts with an understanding of operability, and evolves to integrated systems traversed by a radio that is operable on all. The broadest solution is to combine integrated systems with radios that are operable across those systems, to provide unprecedented interoperability. ©



PHOTOS: DENVER POLICE DEPARTMENT

# Interoperability 'on demand' aids

## 30 separate jurisdictions in Denver metro area

Sometimes when thinking about interoperability for critical communications, it is all too easy to concentrate on what is often termed "the big event." Yet for most law enforcement and other public safety entities in larger metropolitan areas, the need for easily invoked, immediate interoperability among multiple jurisdictions and disciplines is not just for the big event – it is a daily requirement.

The Denver metro area is a case in point. "Denver police officers – and all our first responders – find themselves on a regular basis interacting with, and crossing boundaries with, many other jurisdictions," said Chief Daniel O'Hayre, Technology and Support with the Denver Police Department.

And with more than 30 such jurisdictions in the Denver Metro area, that interaction presents a major challenge.

### A SINGLE, COMMON SOLUTION

The good news is that there is a common solution to both big event and routine daily interoperability. Key requirements for that common solution are that it be available 24/7; require no activation time; be simple for all users to learn and operate – regardless of their "home" radio system; system; and finally, it must be affordable to the region in which it operates. For Denver, the solution that best met those requirements was the Harris Public Safety & Professional Communications (PS&PC)

NetworkFirst is available 24/7 and provides instant interoperability between more than 4,500 police officers and firefighters as well as numerous federal and state agencies.



## Colorado's North Central Interoperability Region

**NetworkFirst participants include agencies in 10 adjacent countries.**

### **The network:**

- Links any radio system together, regardless of the manufacturer or frequency band.
- Works throughout the metro coverage area
- Can be used every day and for large-scale events
- Can be used with or without dispatcher involvement
- Is instantly available to more than 4,500 police officers and firefighters

NetworkFirst interoperability solution.

"NetworkFirst provides the City and County of Denver with direct communications between our police department and first responders in other jurisdictions throughout the metropolitan area," said Gary Pasicznyk, manager, Electronic Engineering Bureau. These first responders include police, fire, emergency medical teams and federal agencies such as the FBI and U.S. Marshals.

Dana Hansen, former superintendent of communications with the Denver P.D. and now a manager with Harris, explained how this level of interoperability was achieved.

"We knew from experience exactly what we wanted," Hansen said. "We had tried various patching solutions and knew that, theoretically, these patches could be 'built,' or set-up, in five minutes or less. But it didn't work that way in practice. It was more like 10 minutes on a good day, and could be as much as 45 minutes on a bad day."

The delay was caused by the temporary nature of the patch and the requirement for dispatchers to construct the patch in each

circumstance. With the explosive growth in population in the Denver metro area, the requirements for such patches continued to grow too. Police Sergeant Mike Mosco with Denver P.D. District One explained how it used to work: "There are eight jurisdictions surrounding District One and we have numerous police chases into, and out of, our district," Mosco said. Since Denver P.D. operates an 800 MHz EDACS network and the other districts are either on a separate statewide network from another manufacturer or have older, conventional radio systems operating on several different frequencies, interoperability was spotty at best.

"Using the older patch method, the initiating officer would have to call his or her dispatcher and tell them who they needed to talk to. There was naturally a delay of a few minutes before the initiating officer's dispatcher could contact the dispatchers in the adjoining jurisdictions and request a patch. This added further delays. Eventually a patch would be built to allow us to talk, but it usually took far too long for effective police work," said Mosco.



## SOUGHT PROVEN SOLUTION

"We made a list of our requirements for an acceptable interoperability solution," said Hansen, "then we set out to find a technology to meet them."

In addition to meeting operational requirements, Denver P.D. wanted a proven solution – no "betas" or pilot programs were acceptable. "We talked to an existing customer, who had been among the first to test a NetworkFirst system in 2003. The information they provided was extremely valuable in making our decision to go with NetworkFirst," Hansen said.

Pushing their decision were realities of funding. Department of Homeland Security (DHS) grant funding was available, but only if they reacted swiftly. "We had just a few weeks to make a critical decision," noted Hansen. That decision was made easier when the Denver P.D. realized that the only real alternative to NetworkFirst was for all of the agencies and jurisdictions in the North Central Region to be on a single radio system.

"We thought it was a lot more responsible to our local taxpayers to spend only \$2.5 million with a grant from the DHS for interoperability, rather than the \$75 million we were quoted to join the Statewide network. With NetworkFirst, everyone, including not just Denver but neighboring jurisdictions with legacy conventional systems operating in the VHF band, was able to keep their existing radio system if they wanted to."

Hansen noted that acquiring NetworkFirst was not only great from an infrastructure investment standpoint, but from a training perspective as well.

"Too often, people forget how



Police can talk directly to the FBI and U.S. Marshals with pre-established NetworkFirst talkgroups. A specific Command and Control talkgroup is also available throughout the region.

important it is for the user community to be thoroughly familiar with its communications equipment. Training is a major element of system operation. We made the decision that in order to be effective and maximize usage, user training should be accomplished in ten minutes or less. I'm proud to say that we accomplished that goal," Hansen said.

## RESULTS MATCH HIGH EXPECTATIONS

Following a region-wide interoperability demonstration in December 2004, the police department embarked on a rollout of the network for approximately 30 agencies in the region. By early 2006, the network was fully deployed across the metro area and, in the nearly two years since system activation, acceptance has been near universal, from the officers, firefighters and

EMS technicians on the street to the dispatchers and supervisors supporting their efforts. Hansen vividly recalls the day when one veteran police officer told her, "This is the best thing you have ever done for us."

Dispatchers too are impressed with the ease of use and many operational advantages of the system. "If we had had this during Columbine, it would have been much better," said Assistant Communications Manager Karyn Kretzel with West Metro Fire and Rescue. Columbine, in nearby Littleton, was the scene of the horrific school shootings in 1999 that resulted in 15 deaths and 24 wounded. First responders on that day had access to the usual "patching" solutions and experienced the usual delays and obstructions to interoperability typical of the times. But no more.

"Littleton is on the statewide radio system and we are on an EDACS



800 MHz system,” Kretzel explained. “Now, NetworkFirst merges the two systems together. The talkgroups are all pre-arranged so the dispatchers and users don’t have to ‘build’ a patch. It’s just a channel-click and you’re there.”

### **EASY OPERATION KEY**

It’s that simple channel selection that is key for firefighters, notes Kretzel. “Imagine your typical firefighter wearing thick gloves and lots of equipment, usually in dark, dangerous surroundings. Access to their radio needs to be as simple as possible. With NetworkFirst, all they have to do is remember what channel – or clicks of the channel selector – they need to go to for their interoperability talkgroup. They can do it by feel. Six clicks to the left, say, and they have interoperability with police. Seven clicks would be other fire departments; eight would be Command.”

Denver Police Lieutenant Aaron Sanchez, District One, agreed that simplicity of use was an important ingredient of the system’s success for all first responders. Sanchez, who has fifteen years of experience with the Denver P.D., has seen both sides of the interoperability problem. “I used to work with a SCAT [Street Crime Attack Team] neighborhood policing team on narcotics and other undercover work,” Sanchez said. “We required interoperability more than anyone else because we had to coordinate our activities with neighboring jurisdictions and disciplines. Back then we often had to carry two radios to do our job, and often relied on cell phones in order to communicate. It was cumbersome, slow and unreliable.”

Now a day shift commander, Sanchez said that once he and other officers had experienced how simple it was to use NetworkFirst, they would hate to live without it. “It’s easy to use and requires minimal training. When the system was set up they took advantage of the fact that in the Denver region

we have two major highways, one running north-south, the other east-west. By assigning color-coded talkgroups and dividing them geographically based on the bisection of those highways, we ended up with a simple way to remember our interoperability channels. For example, if you’re a police officer and are responding to a call south of I-70 and east of I-25, your talkgroup is Blue SE. If you need to talk to the fire department in, say, Sedalia, their talkgroup is Red SW. If you need to talk to the FBI or the U.S. Marshals, they are on the Gray talkgroup. Command and control are on Gold 1 or Gold 2. It couldn’t be simpler.”

### **STILL, AID AGREEMENTS MUST BE IN PLACE**

As simple as the system is to activate, there is a lot that has to take place before the technology comes into play. While the Denver P.D. has established agreements with the thirty entities currently using the interoperability network, there is more to do.

“We would like to use the system even more,” said Sanchez, “but we still have some areas in the region that we need to get on board. The existing agreements between some departments are old and based on older requirements – we need to get all of them up to date.”

Training is another aspect of the system that is key to its success. “Dana and her team were fantastic in the way they set this up,” said Sanchez. “They talked to the users and dispatchers and took what they said to heart. As a result, the initial training required to operate the system is minimal. But it can’t stop there. You need to ensure that you exercise that training on a regular basis. If you only use the NetworkFirst talkgroup once every six months, you tend to forget how to use it. So we train constantly. It’s not difficult – all it takes is a request for an officer to switch to a NetworkFirst talkgroup during a routine role call. The results are well worth the extra effort.” ©



## CERTIFICATE OF LOCAL GOVERNMENT PROCUREMENT POLICY COMPLIANCE

UASI GRANT YEAR: 2010

UASI PROJECT/AWARD NO. 292.005

BDW REPORT NO. 2

VENDOR: Harris Corporation

The Indian Nations Council of Governments (INCOG) procurement policy formally recognizes and accepts member local government procurement processes for the purpose of administering the U.S. Department of Homeland Security’s Urban Area Security Initiative (UASI) grants only, so long as the recipient community demonstrates and documents that standard government procurement practices were used to arrive at the selected vendor.

This document attests that the City of Broken Arrow has complied with its own standard practices in connection with the selection of the vendor proposed in the procurement of the items detailed in the attached Budget Detail Worksheet (BDW).

### Project Point of Contact:

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

Name and Title (printed): \_\_\_\_\_

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

### Local Government Purchasing Agent/Procurement Officer:

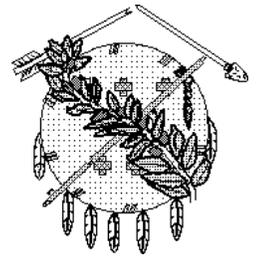
Signature: \_\_\_\_\_

Name and Title (printed): \_\_\_\_\_

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

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** Mayor and City Council  
**From:** Office of the City Attorney  
**Subject:** Approval of Resolution No. 724, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances

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**Background:** The City of Broken Arrow receives supplements to its Code of Ordinances based upon ordinances properly adopted by the City Council and published in accordance with state law. These supplements are provided by Municipal Code Corporation on a quarterly basis and made a part of the permanent Code. Upon receipt, the City provides the supplements to the Tulsa and Wagoner County law libraries. The supplements are also incorporated into the full Code which is made available at no charge to the public on the City's website.

**Cost:** None

**Prepared By:** Beth Anne Wilkening, City Attorney

**Reviewed By:** City Clerk

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

**Attachments:** Resolution No. 724

**Recommendation:** Approve Resolution No. 724

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

**RESOLUTION NO. 724**

**A RESOLUTION CONFIRMING THE SUPPLEMENTATION AND PUBLICATION OF THE CITY OF BROKEN ARROW'S CODE OF ORDINANCES**

**WHEREAS**, on September 20, 2004, the City of Broken Arrow approved a contract with Municipal Code Corporation for the re-publication of the Broken Arrow Code; and

**WHEREAS**, in May of 2005, the City received the re-publication of the Broken Arrow Code, which contained the same ordinances contained in the previous Code and adopted by Resolution; and

**WHEREAS**, the original publication and re-publication were compiled in a permanent volume and made available in accordance with state statute; and

**WHEREAS**, since the re-publication was accomplished, 26 supplements have been offered, said supplements being produced four (4) times a year; and

**WHEREAS**, said supplements were provided by Municipal Code Corporation following adoption and publication as required by law; and

**WHEREAS**, the most recent supplement was received from Municipal Code Corporation in November of 2011; and

**WHEREAS**, upon receipt, all supplements were provided to the Law Libraries in the Tulsa and Wagoner County Courthouses and made a part of the permanent volumes in accordance with applicable law; and

**WHEREAS**, upon receipt, the supplements were made available to the general public free of charge on the City's website and, upon request, at a reasonable cost in the Office of the City Clerk in accordance with applicable law.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW** that the City of Broken Arrow's Supplementation and Publication of the Broken Arrow Code of Ordinances as set forth above have been properly disseminated and made available in accordance with applicable law.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 3<sup>rd</sup> day of January, 2012.

ATTEST:

\_\_\_\_\_  
Mayor

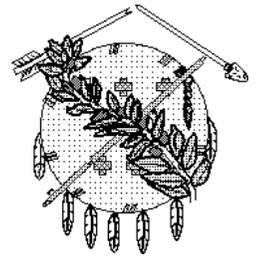
\_\_\_\_\_  
(SEAL) City Clerk

APPROVED:

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

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: City Manager's Office**  
**Subject: Consideration and possible approval to enter into negotiations with the BAEDC for a contract for expert assistance in updating the Downtown Master Plan, preparation of a Downtown Economic Development Plan and initial implementation of both plans to be included in the contract**

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Background: On December 6, 2011 all members of the Downtown Advisory Board (DAB) met at NSUBA for the purpose of discussion and reaching consensus on the DAB's vision for Main Street. From that meeting one of the items they expressed interest in was hiring an experienced professional to guide the revitalization plan. On December 27, 2011, the DAB met in a special meeting and voted to recommend to the City Council the following:

That the City Contract with the Broken Arrow Economic Development Corporation (BAEDC) for updating of the Downtown Master Plan and preparation of a Downtown Economic Development Plan. The proposed Contract should include:

- a. Hiring of a specialist in the field of downtown revitalization
- b. The Guiding Principles of Downtown Main Street Development as presented at the Retreat by Alisa Inglett (see attachment)
- c. Encouraging development projects which give equal consideration to on-going needs for revenue in the form of both sales tax and ad valorem taxes to maximize investments of the City of Broken Arrow and Broken Arrow Public Schools
- d. Development of a theme for the downtown which includes preserving historical roots and respecting architectural themes.
- e. Support for a Cultural Arts Center for downtown
- f. Initial implementation of both plans

Discussion during the DAB meeting included the fact that the BAEDC could involve the City, the School District and the Business Community in the downtown revitalization project. It was noted that having the City contract with a person to accomplish the desired goals would meet with resistance from the School District and the Business Community. In the opinion of the DAB, only the BAEDC has the capability to pull all three groups together in a unified downtown revitalization effort.

The DAB recommends that the proposed contract be funded from the TIF funds. The City Attorney has opined that the TIF funds can be used only for a contract and that the contract must address the infrastructure, streetscape, landscape and public improvements associated with the downtown revitalization project.

**Broken Arrow City Council**

**Meeting of: 01-03-12**

**Subject: Consideration and possible approval to enter into negotiations with the BAEDC for a contract for expert assistance in updating the Downtown Master Plan, preparation of a Downtown Economic Development Plan and initial implementation of both plans to be included in the contract**

The staff has reviewed the DAB recommendation and concurs with the need for expert guidance for the downtown revitalization project. Selection of the BAEDC for the role as contractor for this project is in keeping with the City's established guidelines for economic development. The time period for the contract should be a maximum of two years with a one year extension option. A two year contract would require that the Broken Arrow Economic Development Authority be the contracting entity. The proposed contract should include specific actions that the contractor will accomplish and specific time frames for accomplishment of those actions. A funding target of not more than \$250,000 for the two year period is considered a reasonable target for negotiating purposes.

The Staff recommends that the City Council authorize the staff to enter into negotiations with the BAEDC for a contract that would result in updating the Downtown Master Plan and preparation of a Downtown Economic Development Plan. The proposed Contract should include requirements that the BAEDC:

- a. Hire a specialist in the field of downtown revitalization
- b. Include in both plans the attached Guiding Principles of Downtown Main Street Development.
- c. Ensure both plans Encourage development projects which give equal consideration to on-going needs for revenue in the form of both sales tax and ad valorem taxes.
- d. Develop a theme for the downtown which includes preserving historical roots and respecting architectural themes.
- e. Include support for a Cultural Arts Center for downtown in both plans
- f. Supervise initial implementation of both plans

**Cost: None**

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

**Reviewed By: Legal Department**

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

**Attachments: Guiding Principles of Downtown Main Street Development**

**Recommendation:** Authorize the staff to enter into negotiations with the BAEDC for a contract that would result in updating and initial implementation of the Downtown Master Plan and preparation and initial implementation of a Downtown Economic Development Plan.

We, the undersigned, hereby encourage and support the following Guiding Principles of Downtown Main Street Development and urge the Downtown Advisory Board and City Council to continue working towards the implementation of projects that lead to the goals associated with said principles.



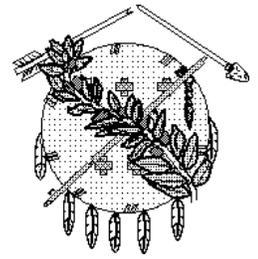
GUIDING PRINCIPLES

- Encourage a growing number of "attractive" businesses that will bring new shoppers and existing shoppers downtown more frequently.
- Increase residential opportunities near and on Main Street; Downtown residents will drive retail growth.
- Ensure adequate parking exists: Focus on walking environments, green and connected activities in the area.
- Create a vibrant street lifestyle; One that makes the area ever more attracted to educated, employed, entrepreneurs and young professionals with high discretionary income.
- Create a growing arts and cultural scene, infused with retail shops, which will make the area a hot spot for extended hours and activities.
- Promote investment in our downtown that becomes a source of pride and the cultural heart and soul for our city of 100,000.

Name	Occupation/Ownership	Contact Information
Richard McDonald	Spirit Steel Guitar	918-258-7830
Debra Wimpsee	On the Corner	918-850-3654
Wanda Toppins	Bella Vita	918-843-4080
JAMES Toppins	Bella Vita	918-260-3408
ROBERT SEAWRIGHT	GIRLFRIENDS EXCESSORIES	918-258-7467
LAKIS FORNER	SEW FLAVES	918-251-7074
Laurann Jarvis	Office Man.	918-251-1591
James Jones	CPA, 209 S. MAIN	
Amy Butler	Family Vision Care	918-636-6998
Christine Joseph	Mouveau Chocolate	918-258-2877
Connie Hill	Quickstop Super's	918-258-7100
Allie Cooper	Stone Creek Spa & Salon	918-816-8888
Melissa Cobb	Oklahoma Fight Club	918-645-6962
Naomi Medlock	Ralph Sandus Assoc	918-695-5834
Debra Kyril	HAIR IT'S UNBROKEN AWAY	918-251-0933
Nancy Seawright	Girl Friends Excessories	918-258-7467
Connie Hill	Kitchenaid Tool	918-251-0511

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: City Manager's Office**  
**Subject: Update on Tax Increment Financing (TIF) Fund Expenditure Process**

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**Background:** The City is responsible for a 13.715 million dollar Tax Increment Financing District that encompasses the square mile from Kenosha to Houston and Elm Place to 9th Street. This TIF will be paid off by a combination of new property taxes generated by the TIF and new sales taxes in the TIF area. At the present time it is anticipated that the ad valorem taxes will pay back 49 percent of the loan and the sales taxes will pay the remaining 51 percent.

The initial allocation of funds was 7.715 million dollars for the FlightSafety project and associated infrastructure and financing costs. The remaining 6 million dollars was set aside to encourage downtown redevelopment. As of this date none of the 6 million dollars for downtown revitalization has been expended. The City did set up a credit line of 3 million dollars worth of funds for downtown revitalization to be spent as directed by the City Council. The remaining 3 million dollars will be set up when the initial funding is expended. The Downtown Advisory Board recommended and the City Council approved the following allocation of Tax

Increment Financing (TIF) Funds:  
Public Improvements \$2,500,000  
Property and Structure Acquisition \$3,000,000  
Incentive Financing \$500,000

In exchange for the Broken Arrow School District's agreement to the TIF, the City agreed to purchase, with TIF funds, the Broken Arrow School District's property at 112 N. Main (Old Franklin Hospital) for parking and the Education Service Center north of the Performing Arts center which was to be converted into restaurant pad sites. Since that agreement the Broken Arrow School District has decided to not sell the Education Service Center property which has reduced the income available to repay the TIF loans. The City staff is currently negotiating with the Broken Arrow School District on the purchase of the property at 112 N. Main. When this purchase price is established it will be forwarded through the approval process listed below.

Also included in the initial TIF approval process was an agreement to construct restaurant pad sites on the north side of Water Tower hill (southwest corner of 9th Street and Kenosha). The construction of the pad sites was to be financed from the TIF funding and income from the pad sites was to be used to repay the TIF bonds. To date the City has worked with contractors in need of dirt to get the hillside excavation accomplished at no cost. City Crews are relocating water lines and preparing plans for the final pad development. When the contract for the pad site development is ready for bidding it will be forwarded through the approval process listed below.

**Broken Arrow City Council**

**Meeting of: 01-03-12**

**Subject: Update on Tax Increment Financing (TIF) Fund Expenditure Process**

The expenditure of the 6 million dollars for downtown renovation must follow a set pattern of approval. This pattern of approval is established in part by law, in part by the City Council and in part by administrative procedures of the City. The process for requesting, approval, expenditure and accounting for TIF funds is as follows:

1. A person, corporation or government entity desiring to obtain TIF funding must prepare a "City of Broken Arrow Downtown Tax Increment Financing (TIF) Improvement Program Application Form" and submit it to the City staff.
2. The City staff will review the form for compliance with the approved TIF fund expenditure policy and will coordinate an economic viability review with the Broken Arrow Economic Development Corporation (BAEDC).
3. If the completed City of Broken Arrow Downtown Tax Increment Financing (TIF) Improvement Program Application complies with the TIF fund expenditure policy and is considered economically viable it will be presented to the DAB for a recommendation of approval or disapproval.
4. Upon completion of the DAB review the completed City of Broken Arrow Downtown Tax Increment Financing (TIF) Improvement Program Application along with the DAB recommendation will be forwarded to the Planning Commission for a recommendation of approval or disapproval.
5. Upon completion of the Planning Commission review the completed Downtown Tax Increment Financing (TIF) Improvement Program Application along with the Planning Commission and DAB recommendation will be forwarded to the City Council for approval or disapproval.
6. If the Downtown Tax Increment Financing (TIF) Improvement Program Application is approved, it will be given to the City staff for execution. All expenditures associated with the approved application will be handled through the City's finance system and the final approval of payment will be through the claims list included in all City Council meetings.
7. If the Downtown Tax Increment Financing (TIF) Improvement Program Application is disapproved the City staff will notify the applicant of the disapproval.

**Broken Arrow City Council**

**Meeting of: 01-03-12**

**Subject: Update on Tax Increment Financing (TIF) Fund Expenditure Process**

**Cost: None**

**Prepared By: Norman Stephens, Economic Development Coordinator**

**Reviewed By: Legal Department**

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

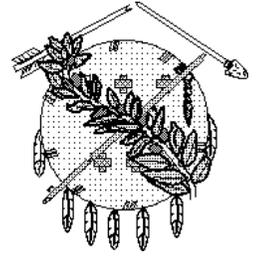
**Attachments: None**

**Recommendation: None**

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

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Finance Department**  
**Subject: General Fund Financial Presentation for the five months ending  
November 30, 2011**

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**Background:** It is beneficial for the City Council to review the financial status of the City on a regular basis. This five month review is being presented as part of the budget briefing meeting and includes a financial overview and income statement for the first five months of Fiscal Year 2012 as well as the calculation of the Required Emergency Fund Balance as of November 30, 2011. Staff will be prepared to address any questions you may have.

**Cost:** None

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

**Reviewed By:** Legal Department

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

**Attachments:** Financial Overview  
General Fund Income Statement  
Average Required Emergency Reserve Fund Balance

**Recommendation:** None – Provided for Information

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

**CITY OF BROKEN ARROW  
FINANCIAL OVERVIEW - GENERAL FUND  
FIVE MONTHS ENDING NOVEMBER 30, 2011**

**RESULTS OF OPERATIONS**

	BUDGETED TO-DATE	ACTUAL TO-DATE	ANNUAL BUDGET
TOTAL CURRENT REVENUES	17,451,080	18,304,653	42,000,700
TOTAL CURRENT EXPENDITURES	17,490,531	17,898,929	42,842,700
CURRENT REVENUES OVER (UNDER) EXPENDITURES	(39,451)	405,724	(842,000)
LESS:			
OTHER FINANCING USES	(1,055,340)	(938,967)	(2,133,800)
TOTAL REVENUES OVER (UNDER) EXPENDITURES	(1,094,791)	(533,243)	(2,975,800)

**REVENUES**

OVERALL CURRENT REVENUES AT 43.58% OF TOTAL BUDGET (SHOULD BE 41.67% IF COLLECTED EVENLY IN YEAR)

TAX REVENUES	SALES TAX	OTHER TAXES	TOTAL
ACTUAL	11,300,428	2,359,542	13,659,970
EXPECTED	10,937,300	2,184,415	13,121,715
OVER (UNDER) EXPECTED DOLLARS	363,128	175,127	538,255
PERCENTAGE	3.32%	8.02%	4.10%
PERCENTAGE OF ANNUAL BUDGET	43.08%	44.95%	43.39%

**EXPENDITURES**

OVERALL OPERATING EXPENDITURES AT 41.78% OF TOTAL BUDGET

PERSONAL SERVICES	SALARIES	BENEFITS
ACTUAL	10,460,302	4,448,611
EXPECTED	10,041,428	4,396,838
OVER (UNDER) EXPECTED YEAR-TO-DATE DOLLARS	418,874	51,773
PERCENTAGE	4.17%	1.18%
PERCENTAGE OF ANNUAL BUDGET	40.25%	44.46%
OTHER OPERATING EXPENDITURES		
ACTUAL		2,990,016
EXPECTED		3,052,265
OVER (UNDER) EXPECTED YEAR-TO-DATE DOLLARS		(62,249)
PERCENTAGE		-2.04%
PERCENTAGE OF ANNUAL BUDGET		43.66%

**EMERGENCY RESERVE FUND BALANCE**

SIX MONTH AVERAGE	TARGET	ACTUAL	PERCENTAGE
SEPTEMBER 30, 2011	4,195,000	4,890,584	116.5813%
OCTOBER 31, 2011	4,195,000	4,753,383	113.3107%
NOVEMBER 30, 2011	4,195,000	4,443,299	105.9189%

**CITY OF BROKEN ARROW  
GENERAL FUND  
INCOME STATEMENT**

SOURCE	FIVE MONTHS ENDING NOVEMBER 30, 2011		OVER (UNDER) BUDGET	ANNUAL BUDGET	PER CENT OF ANNUAL BUDGET
	BUDGETED	ACTUAL			
<b>FUND BALANCE JULY 1, 2011:</b>					
<b>EMERGENCY RESERVE FUND BALANCE</b>	N/A	<b>4,358,916.00</b>	N/A	N/A	N/A
RESERVED FOR COMPENSATED ABSENCES	N/A	1,990,402.00	N/A	N/A	N/A
RESERVED FOR ENCUMBRANCES	N/A	0.00	N/A	N/A	N/A
<b>TOTAL FUND BALANCE JULY 1, 2010</b>	N/A	<b>6,349,318.00</b>	N/A	N/A	N/A
<b>CURRENT REVENUES</b>					
<b>Taxes</b>					
Sales Tax:					
City	6,559,000	6,777,118.00	218,118	15,732,200	43.08%
Utility	4,378,300	4,523,310.00	145,010	10,501,800	43.07%
<b>Total Sales Tax</b>	<b>10,937,300</b>	<b>11,300,428.00</b>	<b>363,128</b>	<b>26,234,000</b>	<b>43.08%</b>
Use Tax	804,000	863,600.00	59,600	1,947,400	44.35%
Tobacco Tax	195,300	208,881.00	13,581	448,900	46.53%
Franchise Tax:	1,185,115	1,287,061.00	101,946	2,852,400	45.12%
<b>Total Taxes</b>	<b>13,121,715</b>	<b>13,659,970.00</b>	<b>538,255</b>	<b>31,482,700</b>	<b>43.39%</b>
<b>Licenses &amp; Permits</b>	<b>312,785</b>	<b>489,191.00</b>	<b>176,406</b>	<b>750,700</b>	<b>65.16%</b>
<b>Intergovernmental :</b>					
Intergovernmental	80,200	113,967.00	33,767	209,000	54.53%
Alcoholic Beverage Tax	53,290	63,039.00	9,749	127,900	49.29%
<b>Total Intergovernmental</b>	<b>133,490</b>	<b>177,006.00</b>	<b>43,516</b>	<b>336,900</b>	<b>52.54%</b>
<b>Charges for Services</b>	<b>2,671,715</b>	<b>2,821,016.00</b>	<b>149,301</b>	<b>6,378,900</b>	<b>44.22%</b>
<b>Fines, Forfeitures and Assessments:</b>					
Court Fines/Returned Check Fees	764,125	767,265.00	3,140	1,833,900	41.84%
Assessment Districts	8,915	10,269.00	1,354	21,400	47.99%
<b>Total Fines, Forfeitures and Assessments</b>	<b>773,040</b>	<b>777,534.00</b>	<b>4,494</b>	<b>1,855,300</b>	<b>41.91%</b>
<b>Interest</b>	<b>19,915</b>	<b>18,882.00</b>	<b>(1,033)</b>	<b>47,800</b>	<b>39.50%</b>
<b>Miscellaneous</b>	<b>418,420</b>	<b>361,054.00</b>	<b>(57,366)</b>	<b>1,148,400</b>	<b>31.44%</b>
<b>TOTAL CURRENT REVENUES</b>	<b>17,451,080</b>	<b>18,304,653.00</b>	<b>853,573</b>	<b>42,000,700</b>	<b>43.58%</b>
<b>CURRENT EXPENDITURES</b>					
<b>PERSONAL SERVICES:</b>					
SALARIES & WAGES	10,041,428	10,460,302.00	418,874	25,988,900	40.25%
EMPLOYEE BENEFITS	4,396,838	4,448,611.00	51,773	10,006,000	44.46%
<b>TOTAL PERSONAL SERVICES</b>	<b>14,438,266</b>	<b>14,908,913.00</b>	<b>470,647</b>	<b>35,994,900</b>	<b>41.42%</b>
<b>OTHER SERVICES &amp; CHARGES:</b>					
PROFESSIONAL & TECHNICAL SERVICES	362,235	301,969.00	(60,266)	868,200	34.78%
PROPERTY SERVICES	838,925	759,071.00	(79,854)	1,585,400	47.88%
OTHER SERVICES	961,545	960,721.00	(824)	2,258,300	42.54%
<b>TOTAL OTHER SERVICES &amp; CHARGES</b>	<b>2,162,705</b>	<b>2,021,761.00</b>	<b>(140,944)</b>	<b>4,711,900</b>	<b>42.91%</b>
<b>MATERIALS &amp; SUPPLIES</b>	<b>889,560</b>	<b>968,255.00</b>	<b>78,695</b>	<b>2,135,900</b>	<b>45.33%</b>
<b>TOTAL CURRENT EXPENDITURES</b>	<b>17,490,531</b>	<b>17,898,929.00</b>	<b>408,398</b>	<b>42,842,700</b>	<b>41.78%</b>
<b>CURRENT REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(39,451)</b>	<b>405,724.00</b>	<b>445,175</b>	<b>(842,000)</b>	
<b>OTHER FINANCING SOURCES (USES):</b>					
TRANSFERS IN/OUT-NET	(70,340)	(70,340.00)	0	(168,800)	41.67%
DEBT SERVICE	(985,000)	(868,627.00)	116,373	(1,965,000)	44.20%
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,055,340)</b>	<b>(938,967.00)</b>	<b>116,373</b>	<b>(2,133,800)</b>	
<b>TOTAL REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,094,791)</b>	<b>(533,243.00)</b>	<b>561,548</b>	<b>(2,975,800)</b>	
<b>ENDING FUND BALANCE</b>					
<b>EMERGENCY RESERVE FUND BALANCE</b>	N/A	<b>3,642,001.00</b>	N/A	N/A	N/A
RESERVED FOR COMPENSATED ABSENCES	N/A	1,990,402.00	N/A	N/A	N/A
RESERVED FOR ENCUMBRANCES	N/A	183,672.00	N/A	N/A	N/A
<b>TOTAL ENDING FUND BALANCE</b>	N/A	<b>5,816,075.00</b>	N/A	N/A	N/A

**GENERAL FUND REVENUE SUMMARY**  
**GENERAL FUND**  
**REVENUE DETAIL**  
**FRANCHISE TAX, LICENSES & PERMITS, MISCELLANEOUS**

SOURCE	FIVE MONTHS ENDING NOVEMBER 30, 2011		OVER (UNDER)	BUDGET	PER CENT OF ANNUAL BUDGET
	BUDGETED	ACTUAL	BUDGET		
<b>Franchise Tax:</b>					
Electric	741,400	839,354.00	97,954	1,397,400	60.07%
Gas	119,000	139,579.00	20,579	614,600	22.71%
Cable Television	283,300	273,381.00	(9,919)	741,000	36.89%
Telephone	41,415	34,747.00	(6,668)	99,400	34.96%
<b>Total Franchise Tax</b>	<b>1,185,115</b>	<b>1,287,061.00</b>	<b>101,946</b>	<b>2,852,400</b>	<b>45.12%</b>
<b>Licenses &amp; Permits:</b>					
Occupational Licenses	68,625	64,999.00	(3,626)	164,700	39.47%
Peddlers Licenses	500	86.00	(414)	1,200	100.00%
Food Licenses	15,205	9,560.00	(5,645)	36,500	26.19%
Other Fees	43,125	49,995.00	6,870	103,500	48.30%
Building Permits	185,330	364,189.00	178,859	444,800	81.88%
OUBCC Permit Fees	0	362.00	362	0	#DIV/0!
<b>Total Licenses &amp; Permits</b>	<b>312,785</b>	<b>489,191.00</b>	<b>176,406</b>	<b>750,700</b>	<b>65.16%</b>
<b>Charges for Services:</b>					
Planning and Zoning	8,040	3,527.00	(4,513)	19,300	18.27%
Sale Of Material	46,455	33,381.00	(13,074)	111,500	29.94%
BAMA PILOT	984,080	1,141,639.00	157,559	2,361,800	48.34%
BAMA Overhead Charge	391,250	399,347.00	8,097	939,000	42.53%
Rural Fire Runs	665	1,430.00	765	1,600	89.38%
Inspection Fees	150,080	166,987.00	16,907	360,200	46.36%
Ambulance Revenue	750,165	702,918.00	(47,247)	1,800,400	39.04%
Training Facilities	0	0.00	0	0	100.00%
Cemetery Fee	58,415	49,318.00	(9,097)	140,200	35.18%
Animal Control Fees	16,875	17,156.00	281	40,500	42.36%
Nuisance Abatement	40,330	57,363.00	17,033	96,800	59.26%
Parks and Recreation	67,080	67,314.00	234	161,000	41.81%
Swimming Pools	123,700	148,569.00	24,869	243,600	60.99%
Swimming Lessons	1,000	845.00	(155)	22,400	3.77%
Administrative Fees	14,375	5,920.00	(8,455)	34,500	17.16%
Juvenile Court	19,205	25,302.00	6,097	46,100	54.89%
<b>Total Charges for Services</b>	<b>2,671,715</b>	<b>2,821,016.00</b>	<b>149,301</b>	<b>6,378,900</b>	<b>44.22%</b>
<b>Miscellaneous:</b>					
Rental Property	390,800	349,753.00	(41,047)	1,082,100	32.32%
Donations	4,625	1,621.00	(3,004)	11,100	14.60%
Miscellaneous	16,455	8,607.00	(7,848)	39,500	21.79%
Insurance Proceeds	6,540	1,073.00	(5,467)	15,700	6.83%
<b>Total Miscellaneous</b>	<b>418,420</b>	<b>361,054.00</b>	<b>(57,366)</b>	<b>1,148,400</b>	<b>31.44%</b>

**GENERAL FUND REVENUE SUMMARY  
REVENUE DETAIL  
TRANSFERS IN /OUT**

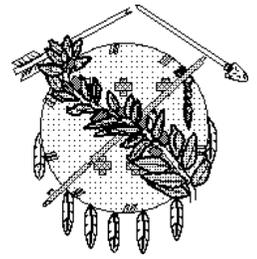
SOURCE	FIVE MONTHS ENDING NOVEMBER 30, 2011		OVER (UNDER) BUDGET	BUDGET	PER CENT OF ANNUAL BUDGET
	BUDGETED	ACTUAL			
<b>Transfers In/Out:</b>					
BAMA					
Transfer In	4,378,300	4,523,310.00	145,010	10,501,800	43.07%
Transfer Out	(4,378,300)	(4,523,310.00)	(145,010)	(10,501,800)	43.07%
BAEDA	(609,500)	(609,500.00)	0	(1,462,800)	41.67%
Conference & Visitors Board	40,830	40,830.00	0	98,000	41.66%
Street and Alley	291,665	291,665.00	0	700,000	41.67%
E-911	100,000	100,000.00	0	240,000	41.67%
Sinking Fund	40,000	40,000.00	0	96,000	41.67%
E-911 2%	66,665	66,665.00	0	160,000	41.67%
<b>Total Transfers In</b>	<b>(70,340)</b>	<b>(70,340.00)</b>	<b>0</b>	<b>(168,800)</b>	41.67%

**CITY OF BROKEN ARROW  
 AVERAGE EMERGENCY RESERVE FUND BALANCE  
 GENERAL FUND**

FISCAL YEAR 2012 TARGET FUND BALANCE \$4,195,000									
		BEGINNING FUND BALANCE	MONTHLY NET INCOME	RESERVE FOR ENCUMBRANCES	ENDING FUND BALANCE	SIX MONTHS		CURRENT MONTH PERCENTAGE OF REQUIRED	
						FUND BALANCE	PERCENTAGE		
JULY	2011	4,358,916	955,792	(185,571)	5,129,137	5,265,083	125.5085%	122.2679%	
AUG	2011	5,129,137	(34,242)	110,709	5,205,604	5,180,332	123.4882%	124.0907%	
SEPT	2011	5,205,604	(1,013,807)	(62,356)	4,129,441	4,890,584	116.5813%	98.4372%	
OCT	2011	4,129,441	106,981	(41,728)	4,194,694	4,753,383	113.3107%	99.9927%	
NOV	2011	4,194,694	(547,967)	(4,726)	3,642,001	4,443,299	105.9189%	86.8177%	

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To:** City Council and Trustees  
**From:** Finance Department  
**Subject:** Consideration of and possible approval of budget preparation parameters for the General Fund for Fiscal Years 2013 and 2014

---

**Background:** The City of Broken Arrow adopted the 1979 Municipal Budget Act in 1991 as the basis for preparing its annual budget. On January 13, 2009, the City adopted a formal budget policy.

The annual budget adopted by the City Council is the financial plan of the Broken Arrow city government. The purpose of the policy is to provide guidelines for the preparation, review and approval of the annual budget, to give direction to City staff for the monitoring of the approved budget and the process for any required revisions or amendments thereto. Compliance with this policy assists in maintaining the fiscal health of the City government organization.

The policy addresses the timing of certain actions to be taken as well as gives direction for the use of Emergency Reserve Fund Balances. It also sets the use of no more than Estimated Revenues for the current budget year to be used as the basis for revenues budgeted for the upcoming budget year. Any deviation from this will be communicated to the Council in the budget message and must be approved by the Council. Staff recommends that in this time of uncertainty in the economic climate of Oklahoma as well as the entire country, the following parameters are appropriate.

The proposed parameters for Fiscal Years 2012 estimated actual and 2013 and 2014 General Fund budgets are shown on the attached Exhibit A.

**Cost:** None

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

**Reviewed By:** Legal Department

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

**Attachments:** Exhibit A: Budget Preparation Parameters

**Recommendation:** Approval of General Fund budget preparation parameters for Fiscal Years 2013 and 2014

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

**CITY OF BROKEN ARROW  
GENERAL FUND BUDGET PREPARATION PARAMETERS  
FISCAL YEARS 2013 AND 2014**

**REVENUES**

**Fiscal Year 2012 Estimated Actuals -**

Based on:

Fiscal Year 2012 Actual Revenue July 2011 through November 2011 plus

Fiscal Year 2011 Actual Revenue December 2010 through June 2011 adjusted for :

Three percent (3%) growth in sales tax

PILOT and Overhead Charges to BAMA based on Fiscal Year 2012 BAMA Estimated/Actual

**Fiscal Years 2013 and 2014 Budgets:**

Projected revenues are equal to Estimated/Actual Revenue for the respective funds for Fiscal Year 2012 except as noted below:

Projected sales tax revenue has been estimated at three percent (3%) growth each year

Charges for services have been adjusted for changes in PILOT fee and Overhead charges to BAMA calculated using the proposed Fiscal Years 2013 and 2014 BAMA Financial Plans.

Transfer in from Convention and Visitors Board increased to reflect increase in Tourism

Director's salary and related tourism expenses.

**EXPENSES**

**Fiscal Year 2012 Estimated Actuals -**

Based on:

Fiscal Year 2012 Actual Expenses July 2011 through November 2011 plus

Fiscal Year 2012 Budgeted Expenses December 2010 through June 2011

**Fiscal Years 2013 and 2014 Budgets:**

Personnel expenses, salaries and benefits budgeted with an increase of two and one-half percent (2.5%) in Fiscal Year 2013 and one percent (1%) in Fiscal Year 2014 for contractual or proposed pay increases plus estimated effect of eligible step increases; also includes proposed new positions.

Non personnel expenses budgeted at an increase on one-half percent (0.5%) each year.

Debt service:

Series 2004 Sales Tax Revenue Note:

Required sales tax pledge \$2,750,000 accomplished through:

Budgeted debt service \$1,965,000 in General Fund

Restricted Fund Balance of \$785,000 in Sales Tax Capital Improvement Fund

Series 2010 Broken Arrow Economic Development Authority Note:

Required sales tax pledge equal to one-eight of one penny sales tax, Fiscal Year 2013 -

\$1,394,125, Fiscal Year 2014 - \$1,487,400 accomplished through:

Estimated annual debt services budgeted as transfer to BAEDA each year

Remainder shown as Restricted Fund Balance in General Fund

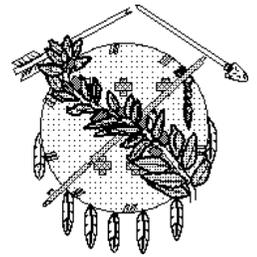
**NOTE:**

**Due to the undeterminable amount at this time of the revenue to be generated through the TIF district for repayment of the Series 2010 note, no revenue has been reflected in any proposed budget calculations.**

**EXHIBIT A**

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Finance Department**  
**Subject: Consideration of and possible approval of preliminary General Fund Emergency Reserve Fund Balance Levels for Fiscal Years 2013 and 2014**

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**Background:** During Fiscal Year 2009, the Council adopted a General Fund Budget Compliance Policy requiring the Emergency Reserved Fund Balance for the General Fund to be ten (10) percent of the preceding year's income excluding transfers. Based on current preliminary projections, the required General Fund Emergency Reserve Fund Balance levels for Fiscal Year 2013 and Fiscal Year 2014 will be \$4,326,000 and \$4,492,000 respectively, an increase of \$131,000 for Fiscal Year 2013 and \$166,000 for Fiscal Year 2014.

The attached initial estimate of the ending required Emergency Reserve Fund Balance for Fiscal Years 2012 through 2014 is based on the budget preparation parameters previously presented on an agenda item.

Based on the attached information, the estimated ending General Fund Emergency Reserve Fund Balance for Fiscal Year 2013 will be \$1,300,423 and \$378,323 for Fiscal Year 2014. As this estimated ending Emergency Reserve Fund Balances is below the balances required by the policy, the staff requests that the City Council approve this reduction in the Emergency Reserve Fund Balances for these fiscal years. The City will continue cost control measures to increase Emergency Reserve Fund Balances to the required levels.

**Cost:** None

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

**Reviewed By:** Legal Department

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

**Attachments:** General Fund Projected Fund Balances for Fiscal Years 2012 through 2014

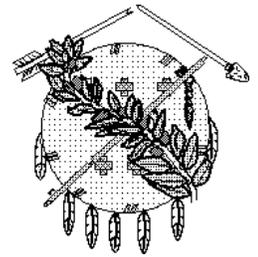
**Recommendation:** Approval of General Fund Estimated Preliminary Emergency Reserve Fund Balance Levels for Fiscal Years 2013 and 2014

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

**CITY OF BROKEN ARROW**  
**GENERAL FUND PROJECTED FUND BALANCES**  
**FISCAL YEARS 2012 TO 2014**

	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>BEGINNING FUND BALANCE JULY 1</b>	<b>6,280,650</b>	<b>5,433,250</b>	<b>4,484,950</b>
<b>CURRENT REVENUES:</b>			
<b>Taxes</b>			
Sales Tax:			
City	16,130,600	16,614,600	17,113,000
Utility	10,828,000	11,153,000	11,487,400
<b>Total Sales Tax</b>	<b>26,958,600</b>	<b>27,767,600</b>	<b>28,600,400</b>
Use Tax	2,126,500	2,126,500	2,126,500
Tobacco Tax	468,200	468,200	468,200
Franchise Tax:	3,027,700	3,027,700	3,027,700
<b>Total Taxes</b>	<b>32,581,000</b>	<b>33,390,000</b>	<b>34,222,800</b>
Licenses & Permits	917,300	917,300	917,300
Intergovernmental	342,100	342,100	342,100
Charges for Services	6,530,300	7,300,000	7,581,300
Fines, Forfeitures and Assessments	1,786,900	1,786,900	1,786,900
Interest	33,200	33,200	33,200
Miscellaneous	1,073,500	1,073,500	1,073,500
<b>TOTAL CURRENT REVENUES</b>	<b>43,264,300</b>	<b>44,843,000</b>	<b>45,957,100</b>
<b>CURRENT EXPENDITURES:</b>			
PERSONAL SERVICES	36,465,600	38,104,300	39,109,900
OTHER SERVICES & CHARGES	4,570,900	4,593,900	4,616,700
MATERIALS AND SUPPLIES	2,214,600	2,225,700	2,236,800
<b>TOTAL CURRENT EXPENDITURES</b>	<b>43,251,100</b>	<b>44,923,900</b>	<b>45,963,400</b>
<b>CURRENT REVENUES OVER (UNDER) EXPENDITURES</b>	<b>13,200</b>	<b>(80,900)</b>	<b>(6,300)</b>
OTHER FINANCING SOURCES -NET	(860,600)	(867,400)	(1,229,000)
<b>TOTAL REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(847,400)</b>	<b>(948,300)</b>	<b>(1,235,300)</b>
<b>TOTAL ENDING FUND BALANCE JUNE 30:</b>	<b>5,433,250</b>	<b>4,484,950</b>	<b>3,249,650</b>
<b>RESTRICTED:</b>			
COMPENSATED ABSENCES	1,990,402	1,990,402	1,990,402
DEBT SERVICE	1,153,500	1,194,125	880,925
<b>TOTAL RESTRICTED</b>	<b>3,143,902</b>	<b>3,184,527</b>	<b>2,871,327</b>
<b>EMERGENCY RESERVE FUND BALANCE JUNE 30,</b>	<b>2,289,348</b>	<b>1,300,423</b>	<b>378,323</b>

**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Office of the City Manager**  
**Subject: Consideration and possible approval of personnel guidelines for Fiscal Year 2012-2013 and FY 2013-2014, to include, but not be limited to, an increase in the number of funded positions, budget for general wage increase and budget for step increases**

**Background:** The City of Broken Arrow is currently meeting the Emergency Reserve Fund Balance (EFRB) level required to meet the provisions of the budget compliance policy for the General Fund. It is projected that this trend will not continue through FY 2014. However, due to requirements to provide services to the public the City must expend additional resources to provide those services. The staff will work to save funds wherever possible and to keep the EFRB as high as possible.

In the FY 2012 budget, there were seventeen 17 unfunded positions for the General Fund. The funding of these positions coupled with improving the pay of existing employees remains a high priority for the City. Funding for these positions is recommended as follows:

<b>Year</b>	<b>Position</b>	<b>Department</b>
<b>FY 2013</b>	Neighborhood Improvement Officer	Development Services
	Crime Analyst	Police Department
	Records Clerk	Police Department
	Fire Fighter (3)	Fire Department
	Truck Driver I (2)	Street & Stormwater
<b>FY 2014</b>	Planner	Development Services
	Building Inspector	Development Services
	Equipment Operator (2)	Street & Stormwater
	Naturalist	Parks and Recreation
<b>FY 2015</b>	Budget Officer	Police Department
	Engineering Technician	Development Services
	Administrative Assistant	Development Services
	Construction Supervisor	Street & Stormwater

The hiring of additional personnel must support the City's priorities for service and must reflect actual rather than perceived needs. When additional positions will increase revenue generated by City services, above the cost of those personnel, the funding of these positions will become a priority.

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

**Broken Arrow City Council**

**Meeting of: 01-03-12**

**Subject: Consideration and possible approval of personnel guidelines for Fiscal Year 2012-2013 and FY 2013-2014, to include, but not be limited to, an increase in the number of funded positions, budget for general wage increase and budget for step increases**

In FY 2013 the staff recommends these funding priorities for additional positions:

- Public Safety – Police
- Public Safety – Fire
- Street Maintenance
- Administrative Functions

In FY 2014 the staff recommends these funding priorities for additional positions:

- Public Safety – Emergency Management
- Public Safety – Police
- Public Safety – Fire
- Parks and Recreation Services

Due to the uncertain economic outlook, staff is recommending that only limited additional personnel be funded in FY 2013. The proposed General Fund increase in funded positions would be thirteen (13) positions from 444 to 457. The proposed General Fund increase in funded positions for FY 2014 would be eighteen (18) positions from 457 to 475.

In addition, the staff recommends that as the economic outlook becomes clearer, critical staffing needs of the City be evaluated by the City Manager. If it is decided that a need exists and there is available funding for additional personnel, a request will be presented to council and funded through a budget amendment at the appropriate time.

Staff is also recommending that the City budget for a 2.5 percent general wage increase in FY 2013 and a one (1) percent general wage increase for FY 2014. The staff also recommends that the existing step increases be continued for those personnel who have not topped out in their pay grade.

**Cost:** None

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

**Reviewed By:** Legal Department

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

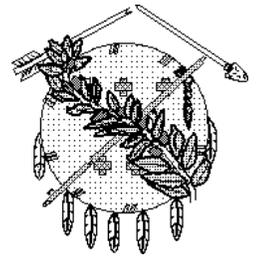
**Attachments:** None

**Recommendation:** To approve the proposed guidelines for increases in funding positions for FY 2013 and FY 2014

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

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Finance Department**  
**Subject: Consideration of and possible approval of Sales Tax Capital Improvement Fund Spending Priorities for Fiscal Years 2013 and 2014**

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**Background:** The City of Broken Arrow sets aside one half of one percent (0.5%) of the sales tax approved by the citizens of Broken Arrow for capital improvement purchases. These funds are accounted for in the Sales Tax Capital Improvement (“STCI”) fund. One fourth of this sales tax (0.125%) is pledged as security, subject to annual appropriation, for the debt service on a loan of the City of Broken Arrow. The loan for Fiscal Year 2013 and 2014 is the Target work site area (Auburndale-Halifax contract) which matures December 2014. The remaining portion (0.375%) of the sales tax is used for replacement of existing equipment, purchase of new equipment and construction of City wide projects.

Sales tax revenue for STCI for Fiscal Year 2012, based on actual revenue through November 2011 and three percent (3%) growth for the remainder of the year, is projected to be approximately \$5,390,000. Sales tax projections for Fiscal Year 2013 and 2014 of \$5,550,000 and \$5,712,000 respectively, are based on three percent (3%) growth each year. The projected revenue and proposed priority for these funds is presented on Exhibit A. The priorities are based on the policies adopted at the January 18, 2011 City Council meeting.

**Cost:** **Budgeted Debt Service, FY 2013 - \$1,387,500, FY 2014 – \$1,428,000; Budgeted Capital Outlay FY 2013 - 4,162,500, FY 2014 - \$4,284,000**

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

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

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

**Attachments:** **Policy for purchase of vehicles and specialized equipment**  
**Policy for Programming Sales Tax Capital Improvement (STCI) Funds**  
**Exhibit A – STCI Allocations**

**Recommendation:** Approval of STCI Fund Spending Priorities for Fiscal Years 2013 and 2014

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

## City of Broken Arrow

### Policy for Programming Sales Tax Capital Improvement (STCI) Funds

Effective: February 1, 2011

1. **Purpose:** Establish a policy for allocating STCI funds and determining what projects are eligible for funding under the STCI Capital Improvement Program (CIP)
2. **Background:** The citizens of Broken Arrow approved the STCI fund in July 1972. The fund consists of a sales tax comprised of one half of one penny on each one dollar of taxable goods and services sold inside the city limits. When it was established the STCI fund was set aside for the sole purpose of making major capital purchases. Over the years it has become customary to break the STCI fund down into subsections for the purpose of allocating funds and ensuring capital needs are being met. Redefining the STCI allocation process is necessary because of the large number of information system needs, the increase in the number of city wide projects and the increase in cost of vehicles and special equipment. This change in the allocation process will allow the city to make the most effective use of the limited STCI fund.
3. **Policies:**
  - a. This policy applies to all funds received from the capital improvement sales tax.
  - b. Definitions:
    - (1) City wide capital Improvement projects will consist of street repairs, parks repairs, construction of projects used by more than one department and economic development projects.
    - (2) City wide information systems capital projects will consist of initial purchase or replacement of all computer hardware, initial purchase or replacement of all telephone equipment and initial purchase or replacement of all computer programs used by more than one department.
    - (3) Departmental capital improvement purchases will consist of initial purchase or replacement of equipment costing more than \$1,000 but less than \$15,000 and departmental construction or repair projects costing more than \$1,000.
    - (4) Vehicles and specialized equipment projects will consist of the initial purchase or replacement of all vehicles costing more than \$10,000 and equipment costing more than \$15,000.
    - (5) The contingency fund will be maintained by the City Manager and used as necessary on any of the projects in items 1 through 4 above.
    - (6) The loan repayment fund will be used as coverage for and repayment of loans.
  - c. Each year the estimated STCI income for the next year will be allocated into the following subcategories in the following amounts or percentage:
    - (1) City wide capital improvement projects – \$1,200,000
    - (2) City wide information systems capital projects – \$400,000
    - (3) Departmental capital improvement projects – \$1,000,000
    - (4) Vehicles and Specialized Equipment project fund– \$1,150,000
    - (5) Contingency fund: Remainder of funds not allocated to another sub-category
    - (6) Loan repayment fund: 25 percent of income

**City of Broken Arrow**  
**Policy for Programming Sales Tax Capital Improvement (STCI) Funds**  
**Effective: February 1, 2011**

- d. The \$1,000,000 allocated for departmental capital improvement Purchases or projects will be allocated as follows:
  - (1) City Manager - \$20,000
  - (2) Finance - \$20,000
  - (3) Legal - \$20,000
  - (4) Human Resources - \$50,000
  - (5) Development Services - \$50,000
  - (6) Police - \$200,000
  - (7) Fire - \$200,000
  - (8) General Services – \$40,000
  - (9) Street and Stormwater - \$200,000
  - (10) Parks and Recreation - \$200,000 (Includes \$100,000 for Battle Creek Golf Course)
- e. Department Directors will review all projects placed in the STCI program for compliance with appropriated approved policies.
- f. Any funds left after a project is completed or the equipment has been purchased will be moved to the City Manager’s contingency fund.
- g. The City Manager in consultation with the Fleet Maintenance Division and department heads will determine the most critical equipment, regardless of department, that will be purchased with the Vehicles and Specialized Equipment project fund.
- h. Changes to CIP project list after budget approval will be approved by the department director as long as the funding for the new project is available from other CIP projects in that department.
- i. When a department director requests funding in addition to what was budgeted, then the request will go to the City Manager for approval.
- j. Changes to funding for city wide projects and vehicle replacement require City Manager approval.
- k. Changes to funding that would exceed budgeted totals will require City Council approval.

**City of Broken Arrow**  
**Policy for purchase of new and replacement wheeled vehicles with an initial cost more than \$10,000 and all specialized equipment with an initial cost more than \$15,000**  
**Effective: February 1, 2011**

1. **Purpose:** Establish a policy for determining when a city vehicle or specialized equipment may be purchased.
  
2. **Background:** The City of Broken Arrow has over 1,200 vehicles and specialized equipment. The cost of operation, maintenance, initial purchase and replacement of these items is a substantial portion of the City's operating and capital budgets. Determining which new items can be purchased and which items can be replaced has a direct bearing on the financial condition of the City. As the technology in these items has improved the number of years of service that can be expected has also increased. Given the quality of vehicles and specialized equipment the City is purchasing a life expectancy of 10 to 15 years and over 100,000 miles should be the norm. However, there are vehicles and specialized equipment that must be replaced in a very short period of time because of problems experienced in operation. The old policies of purchasing replacement vehicles and specialized equipment based on a number of years or a number of miles are no longer valid. Operational and financial accountability requires that purchase of new vehicles and specialized equipment be tied to specific changes in the operational mission or justified by economy of operation of the new vehicles or specialized equipment. Replacement of vehicles and specialized equipment must also be tied to reasons that improve the operational and financial accountability. As a result of the increased age of the vehicles, it is understood that some refurbishment of vehicles will be required. The extent and cost of this refurbishment will be decided by the director of the department operating the vehicle, after consultation with the Fleet Maintenance Division.
  
3. **Policies:**
  - a. This policy applies to all wheeled vehicles with an initial cost more than \$10,000 and all specialized equipment with an initial cost more than \$15,000.
  - b. Each annual budget will contain a listing of vehicles and specialized equipment authorized for purchase during the budget year.
  - c. If vehicles and specialized equipment must be added or replaced after the budget is prepared the purchase must be approved by the City Manager and/or City Council.
  - d. Wheeled vehicles will be replaced using a combination of the following criteria (Listed in priority order):
    - (1) Mechanical Condition (The ability of the vehicles or specialized equipment to perform its designated function.)
    - (2) Maintenance Costs (The Fleet Maintenance Division of the General Services Department will determine if a vehicle is to be replaced under this criteria.)
    - (3) Mileage (This criteria will take into consideration the average cost of operating a specific type of vehicle above a specific mileage.)
    - (4) Age (This criteria will take into consideration the average cost of operating a specific type of vehicle above a specific age.)
  - e. Specialized equipment will be replaced using a combination of mechanical condition

maintenance cost.

**City of Broken Arrow**

**Policy for purchase of new and replacement wheeled vehicles with an initial cost more than \$10,000 and all specialized equipment with an initial cost more than \$15,000 (Continued)**

**Effective: February 1, 2011**

f. Mileage and age parameters for wheeled vehicle replacement will be:

<b><u>Type of Vehicle</u></b>	<b><u>First Criteria Mileage &amp; Age</u></b>	<b><u>Second Criteria Mileage &amp; Age</u></b>
Administrative Sedan	110,000 & 10 or more	120,000 or more & less than 10 years
Administrative Van	110,000 & 10 or more	120,000 or more & less than 10 years
Pickup	110,000 & 10 or more	120,000 or more & less than 10 years
Police Patrol	100,000 & 9 or more	110,000 or more & less than 9 years
Detective Vehicles	100,000 & 10 or more	110,000 or more & less than 10 years
Motorcycles	40,000 & 7 or more	50,000 or more & less than 7 years
Ambulance	100,000 & 8 or more	110,000 or more & less than 8 years
Work Truck (1-5 Ton)	110,000 & 10 or more	120,000 or more & less than 10 years
Work Truck (Over 5 Ton)	110,000 & 15 or more	120,000 or more & less than 10 years
Dump Truck & Tractor	160,000 & 10 or more	170,000 or more & less than 10 years
Fire Engine	100,000 & 15 or more	110,000 or more & less than 15 years

- g. A vehicle or specialized equipment will be acceptable for replacement under the mechanical condition criteria if it cannot perform its required function.
- h. Vehicles requiring repairs that would exceed the maintenance cost criteria will be removed from the fleet instead of being repaired, unless specifically exempted by the City Manager.
- h. All vehicles that have been replaced will be transferred to the Fleet Maintenance Division for disposal (No exceptions).
- i. Vehicles will not be replaced for age until all vehicles requiring replacement for maintenance cost or mileage have been replaced.
- j. The Police Department will be allowed to maintain a pool of three (3) vehicles per Watch/Shift. These vehicles will be not more than 6 years old at the time they are placed in the pool and will not remain in the pool past 9 years of age.
- k. The Fleet Maintenance Division will maintain a pool of three (3) sedans, three (3) pickups and one (1) SUV as temporary replacements. These vehicles will be not more than 8 years old at the time they are placed in the pool and will not remain in the pool past 12 years of age.
- l. Vehicles that are in good mechanical condition but require cosmetic improvements, may be refurbished through interior work, body work and painting as requested by the Department Director after consultation with the Fleet Maintenance Division.
- m. High mileage police patrol vehicles that do not meet age requirements and appear to be in good mechanical shape will be given an operational assessment by LEDT personnel. Once deemed as “safe to operate”, they will be given annual reviews until the funding exists to surplus them until the vehicle meets the maintenance, age or operational effectiveness requirements.
- n. Exceptions to this policy will be requested in writing and approved by the City Manager.

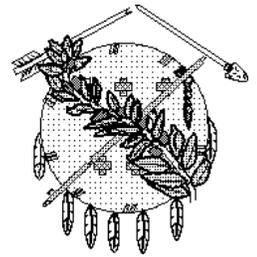
**CITY OF BROKEN ARROW  
STCI ALLOCATIONS  
FISCAL YEARS 2013 & 2014**

**EXHIBIT A**

	<b>FISCAL YEAR</b>	
	<b>2013</b>	<b>2014</b>
REVENUE PROJECTION	\$5,550,000	\$5,712,000
CITY WIDE CAPITAL IMPROVEMENTS	\$1,200,000	\$1,200,000
CITY WIDE INFORMATION SYSTEMS	\$400,000	\$400,000
VEHICLES & SPECIALIZED EQUIPMENT	\$1,150,000	\$1,150,000
CITY MANAGER	\$20,000	\$20,000
FINANCE	\$20,000	\$20,000
LEGAL	\$20,000	\$20,000
HUMAN RESOURCES	\$50,000	\$50,000
DEVELOPMENT SERVICES	\$50,000	\$50,000
POLICE	\$200,000	\$200,000
FIRE	\$200,000	\$200,000
GENERAL SERVICES	\$40,000	\$40,000
STREET & STORMWATER	\$200,000	\$200,000
PARKS & RECREATION	\$200,000	\$200,000
LOAN REPAYMENT FUND	\$1,387,500	\$1,428,000
<b>TOTAL BEFORE CONTINGENCY FUND</b>	<b>\$5,137,500</b>	<b>\$5,178,000</b>
CONTINGENCY FUND	\$412,500	\$534,000
<b>TOTAL STCI</b>	<b>\$5,550,000</b>	<b>\$5,712,000</b>

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**Broken Arrow City Council  
Meeting of: 01-03-12**



**To: Mayor and City Council**  
**From: Office of the City Attorney**  
**Subject: Approval of and authorization to execute the First Amendment to Employment Agreement with David L. Wooden**

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**Background:** As a general rule, municipalities in Oklahoma enter into contracts with their city managers. Mr. Wooden assumed the duties of Acting City Manager on July 1, 2009. Five months later, Mr. Wooden was retained as the full-time City Manager. In addition to the regular, statutory duties of a City Manager, Mr. Wooden has continued to be responsible for most of the functions he performed as Assistant City Manager. Additionally, he has navigated the City of Broken Arrow through incredibly difficult financial times, brought tremendous stability to the City, successfully resolved a number of difficult situations, and actively advanced economic development in a controlled, methodical manner. It was for those reasons that on December 2, 2010, the Council entered into a two (2) year contract with Mr. Wooden.

The attached Amendment to Mr. Wooden's contract provides for a 2.5% wage adjustment and an additional week of vacation. The wage increase is reflective of that provided to all non-Department Director employees. This Amendment is provided pursuant to Council's direction at the last meeting.

**Cost:** \$143,500.00, plus allowances and benefits

**Prepared By:** Beth Anne Wilkening, City Attorney

**Reviewed By:** Human Resources Department  
Finance Department

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

**Attachments:** First Amendment to Employment Agreement with David L. Wooden

**Recommendation:** Approve First Amendment to Employment Agreement and authorize execution

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

## **FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement is hereby entered into between the City of Broken Arrow, Oklahoma, a Municipal Corporation (City) and David L. Wooden (Manager). The effective date of this Amendment is December 20, 2011. Both City and Manager desire to amend the Employment Agreement entered into effective December 2, 2010, and hereby agree to substitute the following Paragraph C, Compensation, Section 1, and Paragraph F, Paid Leaves, as follows:

### **C. COMPENSATION**

1. The City agrees to pay Wooden a base salary, payable in bi-weekly installments at the same time as other City employees are paid. Council agrees to review the base salary and other benefits of Wooden on a semi-annual basis so long as he is serving as City Manager. At its sole discretion, the Council will consider the extent to which salary adjustments are desirable while he is serving as the City Manager. While such adjustments may be increased or decreased, as the Council deems appropriate under the circumstances, the base salary of Wooden shall never be paid at a rate less than the bi-weekly sum that would result in a gross annual salary of \$143,500.00. Said salary shall be retroactive to July 1, 2011.

### **F. PAID LEAVES**

Wooden shall be entitled to paid holidays, sick leave, occupational injury leave, civil leave, funeral leave and military leave, as is set forth in Article IX of Section 2 of the Broken Arrow Code. The accrual and use of such leaves shall be on the same basis as any regular, full-time employee. Wooden shall be entitled to 240 hours of vacation per year, said vacation to accrue at the rate of 20 hours per

month with a maximum accumulation of 340 hours. Wooden shall always designate an Acting City Manager to serve in his absence.

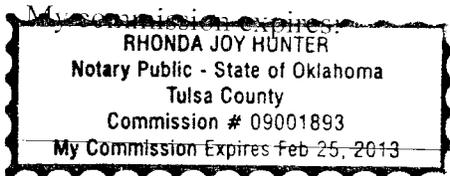
The remainder of the Employment Agreement remains unchanged.

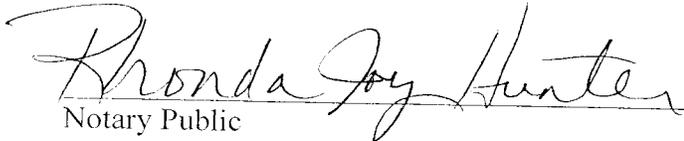
Authorized this 20<sup>th</sup> day of December, 2011.

  
\_\_\_\_\_  
Manager

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF TULSA    )

Subscribed and acknowledged before me as his free and voluntary deed on the 27<sup>th</sup> day of December, 2011.



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

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

\_\_\_\_\_  
Mayor