

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

6:30 PM

- 1. Call to Order**
- 2. Invocation**
- 3. Roll Call**
- 4. Pledge of Allegiance to the Flag**
- 5. Consideration of Consent Agenda**
 - A. Approval of the meeting minutes of January 17, 2012
 - B. Approval of Workers' Compensation Court Order for Roger Stubbs, General Services Department Employee
 - C. Approval of and authorization to execute a Work Payment Agreement with Public Service Company of Oklahoma to relocate power poles for construction of Hillside Drive West of 9th Street
 - D. Approval and award of quotes for proposed 911 system upgrades from Priority Dispatch and Sungard
 - E. Approval of bids received, award of the lowest and best bid to R.L. Hensley Construction, Inc., and approval and authorization to execute a construction contract for Wolf Creek Drainage Improvements
 - 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. Consideration and Approval of Major Change Order MC01 for the Interchange at the Creek Turnpike and Aspen Ave
 - H. Approval of Change Order MQ01 for Country Aire Estates IV & VI Milling and Overlay, project located South of Kenosha Street and East of Olive Avenue, within the Western Half of Section 9, Township 18, Range 14
 - I. Approval of and authorization to execute Work Order No. WO6 to Portland Cement Concrete Street Repair contract for sidewalks on 9th Street from Omaha to Albany
 - J. Ratify execution of a Right of Way Agreement (easement) to Oklahoma Natural Gas Company over a City easement to provide gas service for an emergency generator at Indian Springs Lift Station
 - K. Acceptance of a Deed of Dedication and Utility Easement located in a tract of land belonging to Halle Properties, LLC, located on Lot 2, Blocks 1, 2 and 3, just west of 9th Street (Lynn Lane) and south of Kenosha Street (71st Street), Broken Arrow (NW/4 Section 11, T18N, R14E) (PUD-211/ST11-133)

- L. Approval of the Claims List
- 6. Consideration of Items Removed from Consent Agenda**
- 7. Public Hearings, Appeals, Presentations, Recognitions, Awards and Oaths**
 - A. None
- 8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services**
- 9. General Council Business**
 - A. Consideration, discussion, and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive, including the provision of municipal services and coordination with State and Federal authorities
 - B. Approval of and authorization to publish a Notice of Availability regarding the annual audit and its availability for public inspection for Fiscal Year 2010-2011
 - C. Approval of and authorization to execute an Interlocal Agreement between the City of Broken Arrow and the City of Bixby for Cooperative Law Enforcement Efforts
 - D. Consideration, possible approval of and authorization to execute Resolution No. 729, a Resolution of the City of Broken Arrow expressing support for school district projects and calling for citizens to vote in the Union Public Schools Independent School District #9 Bond Issue on February 14, 2012
 - E. Consideration and possible approval of Resolution No. 730 authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 1010 West Madison Place, Broken Arrow, Oklahoma 74012
 - F. Consideration and possible approval of Resolution No. 731 authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 19826 East 46th Street, Broken Arrow, Oklahoma 74014
 - G. Consideration and possible approval of appointment of Tiffani Bruton to the Convention and Visitors Bureau
- 10. City Manager's Report**
 - A. None
- 11. Preview Ordinances**
 - A. An Ordinance closing utility easements in Lots Three (3) and Four (4), Block Six (6), 6100 Center, located approximately one half mile south of Albany Street (61st Street) and one half mile west of Olive Avenue (129th East Avenue), an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary
 - B. An Ordinance closing utility easements in Lots Nine (9) and Ten (10), Block One (1), Castlegate, located approximately one quarter mile north of Washington Street (91st Street) and east of South Garnett Road, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

C. An Ordinance closing utility easements in Lots Four (4) and Eight (8), Block One (1), The Shops at Broken Arrow II, located approximately one quarter mile west of 9th Street (Lynn Lane Road) and one half mile north of Kenosha Street (71st Street), an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

12. Ordinances

A. None

13. Remarks and Inquiries by Governing Body Members

14. Executive Session for the purpose of confidential communications, and specifically consideration of an appeal, (and taking appropriate action, including authorization to continue an appeal, 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**

January 17, 2012

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: There was no one present to deliver an invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

Section Minutes: Councilor Richard Carter led the Pledge of Allegiance to the Flag.

5. Consideration of Consent Agenda

Section Minutes: Mayor Lester said that Item 5B would be removed from the Consent Agenda. He asked if there were any other items to be removed. Councilor Norman said she would like to remove Item 5F. Mayor Lester asked for a motion for the Consent Agenda except for Items 5B and 5F.

Motion:	Move to approve the Consent Agenda except for Items 5B and 5F
Motion by:	Richard Carter
Second by:	Johnnie Parks
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

- A. Approval of the meeting minutes of January 3, 2012
- B. Approval of funding for a Museum of Military History at 112 North Main Street
- C. Approval of and authorization to execute a professional services agreement with Chase Feters Hewitt Architects for design of Senior Center Renovations
- D. Acknowledgement of letter from Builder's Unlimited, Inc., approving a request to extend the time to award the Central Park Bridge Structure, a CDBG project
- E. Approval of bids received, award of the lowest and best bid to Builder's Unlimited, Inc., and approval of and authorization to execute a construction contract for the Central Park Bridge Structure, a CDBG project
- F. Approval of bids received, award the most advantageous bid and authorization to execute a construction contract for the Wolf Creek Drainage Improvements
- G. Approval of bids received and award the most advantageous bid for the purchase of two 4 Wheel Drive Sport Utility Vehicles for the Fire Department

- H. Approval of bids received and award of the most advantageous bid to Ruble-Vance Chevrolet for the purchase of one 4 Wheel Drive police Sport Utility Vehicle for the Police Department
- I. Approval of bids received and award of the most advantageous bid to Ruble-Vance Chevrolet for the purchase of three police pursuit 2 Wheel Drive Sport Utility Vehicles for the Police Department
- J. Approval of Final Acceptance for the Public Improvement for Bixby Public Schools Northeast Campus at 11900 E. 131st Street South
- K. Approval of the Claims List

6. Consideration of Items Removed from Consent Agenda

- 5B. Approval of funding for a Museum of Military History at 112 North Main Street

Item Minutes: Councilor Norman said she was not against having a military history museum on Main Street but she had questions and concerns. She asked if the museum is a non-profit organization, and City Manager, Mr. Dave Wooden, responded that it was a non-profit. Councilor Norman asked if the museum organization was making any fund raising efforts to help, and Mr. Wooden said that there were fund raising efforts to hire a museum curator, and the museum will pay for all of the interior displays, pay the rent, operating expenses and upkeep of the facility. Councilor Norman said that the City was investing \$300,000.00 in this project, and she asked if the City knew what economic impact the museum would have for Broken Arrow such as creating jobs, creating sales tax revenues or serve as a draw for people to downtown. Mayor Lester said the museum's focus and benefit was to draw people to downtown. Mr. Wooden said the museum was not a business so considerations regarding jobs and sales tax revenues would not apply. He added that as a non-profit, it was hoped that the museum would serve as a magnet to draw visitors to downtown. He said that while the museum was located in Memorial High School it was successful and was quite a draw. Mayor Lester said that regardless of what type of occupant went into the building, the cost to renovate the structure would be the same and would still have to be done. The Mayor added that there was another issue here, and that was the goal of preserving a building that had been a part of Broken Arrow history.

Councilor Norman asked if there were long range plans to tear down the building in order to construct a parking lot. Mayor Lester said there were no such plans at least not on his account. Councilor Norman said that there is already a museum on Main Street and her concern is that she does not see that the current museum has a repeat draw. She asked how the military museum was going to draw people more than once, or on a recurring basis. Mayor Lester responded that the Broken Arrow Historical Museum currently on Main Street has more of a local draw because it focuses on local Broken Arrow history. He said the new museum focuses on the broader field of interest - military history. Councilor Norman asked if the museum has a Board. Mr. Wooden said the museum has a Board of Directors. Mayor Lester called Mr. Brad Stanton forward from the audience and said Mr. Stanton is assisting Colonel Powell with the museum. Mr. Stanton said he was a CPA, and that he serves as Treasurer for the museum board. Mr. Stanton stated that Colonel Powell is the Chairman of the Board and this is not a paid position. Mr. Stanton added that Colonel Powell has been collecting military artifacts for almost 30 years.

Councilor Parks asked if staff thinks the museum will draw people. Mr. Wooden said yes, and Councilor Norman asked what that view was based on. Mr. Wooden said there has already been interest in the museum expressed by individuals, organizations in Broken Arrow and Tulsa asking when the museum will be ready, media outlets asking about it, and also, the museum plans to advertise events. Mayor Lester said that the museum plans to change displays, and will feature their own displays as well as hosting exhibits contributed by other organizations either permanently or on a temporary basis. City Attorney, Ms. Beth Anne Wilkening, stated that the project will come back to Council at a later date in the form of a budget amendment for actual expenditures for Council consideration. Mr. Wooden added that leases still have to be prepared with the Broken Arrow Schools, and with the museum as well as the final property purchase, and all of these items will be coming before Council for consideration. Mr. Wooden said funding was proposed to be from Sales Tax Capital Improvements (STCI) and City's Parks Department funds and Tax Increment Financing funds would be considered only after the other fund sources.

Mayor Lester asked if there were any more comments or discussion. There being none, he asked for a motion.

Motion:	Move to approve funding of \$100,000.00 from Park and Recreation capital and up to \$200,000.00 from Sales Tax Capital Improvements for a Museum of Military History at 112 South Main Street
Motion by:	Craig Thurmond
Second by:	Richard Carter
Ayes:	Johnnie Parks, Richard Carter, Craig Thurmond and Mike Lester
Nays:	Jill Norman

5F. Approval of bids received, award the most advantageous bid and authorization to execute a construction contract for the Wolf Creek Drainage Improvements

Item Minutes: Ms. Wilkening recommended that a motion be made to table this item. Mayor Lester asked for a motion to table this item.

Motion:	Move to table until the next meeting
Motion by:	Richard Carter
Second by:	Johnnie Parks
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

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

A. Acceptance of recognition given to the City of Broken Arrow for their fundraising efforts in the United Way Campaign for 2011. The City of Broken Arrow was named as being in the top three city campaigns locally.

Item Minutes: Mr. Wooden said that the City of Broken Arrow has participated in the fundraising efforts of the United Way for more than twenty years. He said that the city was recognized as one of the top three city campaigns locally for their fundraising efforts in 2011.

No action was required or taken.

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

Section Minutes: Pastor Kevin Conwell said that he runs an outreach ministry in Camino Villa, and he encouraged the City to continue to remember Camino Villa as part of the community. He said he sees a need for assistance for kids who need coats and gloves, and that he would like to use the park and the community building that will be constructed in Camino Villa. He said he would like to use the facilities to have motivational speakers, police and fire programs and other events to reach out and to assist residents and asked for input and information from the City.

Mayor Lester said that staff has his information and will be in touch.

Mr. Greg Coscia addressed the City Council regarding the Casino matter that would be discussed by Council in Executive Session. Mr. Coscia said that questions remain unanswered regarding the legality of the organization involved with the proposed casino including whether they even have a legal right to put a casino on that property. Mr. Coscia said he cannot imagine why the City should have to provide services until that question has been resolved.

Mr. Rob Martinek addressed Council regarding the Casino matter that would be discussed by Council in Executive Session. Mr. Martinek said his organization (Citizens against Neighborhood Gaming) now has around 5,200 signatures on its petition against the casino. He said that his organization contacted the law department of the Environmental Protection Agency (EPA) at the Dallas office. Mr. Martinek said that an EPA compliance officer will be in Broken Arrow Thursday to conduct a wetlands assessment of the casino construction site in conjunction with the Army Corps of Engineers. Mr. Martinek added that the National Environmental Policy Act of 1970 (NEPA) requires that an environmental assessment be done on the site, and that the EPA attorney said that no environmental assessment was on record; and, the EPA

attorney added that, because the site is restricted Indian land, the Bureau of Indian Affairs office in Muskogee will have the responsibility to see that an environmental assessment is conducted.

Mr. Martinek said that there is an opportunity for citizens to file a law suit naming the EPA and Bureau of Indian Affairs for not doing their governmental due diligence and also naming the developers, landowners and the Kialegee Tribal Town. He said that there are no plans to file such a suit and that it is hoped the City will file the suit.

Mayor Lester said that the City filed a complaint with the Department of Environmental Quality today for not being mindful of the proper silt fencing on the site.

Mr. Jared Cawley addressed the City Council regarding the Casino matter that would be discussed by Council in Executive Session. He said that the Kialegee Tribal Town was attempting to create an island of sovereignty within the City of Broken Arrow. Mr. Cawley added that to date, his research shows no case law that requires the City to provide services such as water, fire and police services to the casino site; and, he added that there is no federal Indian law that would require the City to provide those services. Mr. Cawley said that he will continue his research to provide information to the City, and he encouraged the City to continue to table the matter regarding services in light of the federal legal issues that remain.

9. General Council Business

- A. Discussion, consideration and possible acceptance of the City of Broken Arrow's Audit Report for Fiscal Year 2010-2011

Item Minutes: Mr. Wooden introduced Mr. Jack Murray with the independent auditing firm of Hogan Taylor, LLP. Mr. Murray stated that the City of Broken Arrow's audit of financial statements for fiscal year 2010-2011 was complete. Mr. Murray said he was pleased to report that the audit resulted in a clean, unqualified opinion of the City's financial statements for fiscal year 2010-2011. He added that there were no non-compliance issues or deficiencies found for financial controls; and, that there were no questioned costs and no non-compliance issues found in regard to Community Development Block Grant (CDBG) programs.

Motion:	Move to accept the City of Broken Arrow’s Audit Report for Fiscal Year 2010 - 2011
Motion by:	Richard Carter
Second by:	Jill Norman
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

- B. Consideration and possible approval of nomination of Tiffani Bruton to the Convention and Visitors Bureau

Item Minutes: Mr. Wooden stated that Ms. Betty Gerber with the Broken Arrow Historical Museum resigned from the Broken Arrow Convention and Visitors Bureau (CVB) creating a vacancy on the CVB Board. He said this position is appointed by the Councilor from Ward 4 which is Councilor Jill Norman, and she recommended Tiffani Bruton with Cox Communications to fill this open position.

He said that Ms. Bruton is the Director of Public Relations for Cox Communications and agreed to serve on the Convention and Visitors Bureau with a term ending September 30, 2012.

Motion:	Move to approve the nomination of Tiffani Bruton to the Convention and Visitors Bureau
Motion by:	Jill Norman
Second by:	Johnnie Parks
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

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. Adoption of Ordinance No. 3186 - Corrected, an ordinance amending Chapter 6, of the Broken Arrow Code, by adding Section 6-22 Local registration of general contractors; Section 6-36 Adopted; conflict with other regulations; Section 6-37, Amendments, Section 6-301 Permit fees; and 6-302 Building permit applications fees (residential and commercial), and specifically providing for adoption of the Oklahoma Uniform Building Code Commission (OUBCC), 2009 International Residential Code, including registration for general contractors and correcting the water meter tap fees, repealing all ordinances to the contrary; and declaring an emergency

Item Minutes: City Manager, Mr. Dave Wooden stated that on October 18, 2011, the Broken Arrow City Council adopted Ordinance No. 3186. She said that after Ordinance No. 3186 was adopted, it was discovered that the ordinance number had been duplicated; and, that as a result, the number was corrected to 3186 and adoption of Ordinance No. Ordinance No. 3186 will formally correct this error.

Motion:	Move to adopt Ordinance 3186 - Corrected
Motion by:	Jill Norman
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Motion:	Move to approve the Emergency Clause for Ordinance 3186 - Corrected
Motion by:	Johnnie Parks
Second by:	Jill Norman
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

B. Adoption of Ordinance No. 3194 - Corrected, amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) approving BAZ 1864 and granting RS-3 zoning to be placed upon the tract located one third mile south of Kenosha Street and west of 9th Street (Lynn Lane), repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Item Minutes: Mr. Wooden said that this ordinance was exactly the same situation and explained that on December 6, 2011, the Broken Arrow City Council adopted Ordinance No. 3186, approving Broken Arrow rezoning case BAZ 1864 (R-3 to RS-3). She said that after Ordinance No. 3186 was adopted it was discovered that the ordinance number had been duplicated, and that adopting Ordinance No. 3194 will officially correct this error.

Motion:	Move to adopt Ordinance 3194 - Corrected
Motion by:	Richard Carter
Second by:	Jill Norman
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Motion:	Move to approve the Emergency Clause for Ordinance 3194 - Corrected
Motion by:	Johnnie Parks
Second by:	Jill Norman
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

13. Remarks and Inquiries by Governing Body Members

Section Minutes: There were no remarks or inquiries.

At approximately 7:09 p.m., Mayor Lester asked for a motion to recess in order to enter into the Broken Arrow Municipal Authority meeting. The Broken Arrow Economic Development Authority meeting was cancelled.

Motion:	Move to recess in order to enter into the Broken Arrow Municipal Authority meeting
Motion by:	Craig Thurmond
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Mayor Lester reconvened the regular session of the City Council at approximately 7:10 p.m.

Mayor Lester asked for a brief recess to clear the room prior to entering into Executive Session.

Motion:	Move for a brief recess prior to entering into Executive Session
Motion by:	Richard Carter
Second by:	Craig Thurmond
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

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

Motion:	Move to enter into Executive Session
Motion by:	Craig Thurmond
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

14. Executive Session for the purpose of confidential communications, (and taking appropriate action, including authority to proceed with negotiations for purchase, in open session) between the City Council, the City Manager, and the City Attorney for the purpose of discussing the purchase and appraisal of real property located at 112 North Main Street, under 25 O.S. §307(B)(3) and a pending investigation of possible claims and litigation (and taking appropriate action in open session) involving the casino and the owners, developers and lease holders on a tract of land located at the southwest corner of Florence and Olive, 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 investigation and possible litigation and claims 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.

Mayor Lester reconvened the regular session of the City Council at approximately 8:17 p.m. and the room was opened for those in attendance. The Mayor asked if there were any motions.

Motion:	Move to find that it was necessary to discuss the proposed casino investigation in Executive Session because public disclosure would violate the ability to process the investigation in the public interest
Motion by:	Craig Thurmond
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Two more motions were made as follows:

Motion:	Move to direct staff to contact Creek Nation leadership and the State Attorney General's office to request a legal determination on the ability of the Kialegee Tribe to operate a casino at the proposed location
Motion by:	Craig Thurmond
Second by:	Jill Norman
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Motion:	If the legality of the casino transactions are in question, move to request the Attorney General to take all necessary action to oppose the casino transactions until the legality has been established
Motion by:	Craig Thurmond
Second by:	Johnnie Parks
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

15. Adjournment

Section Minutes: The meeting adjourned at approximately 8:18 p.m.

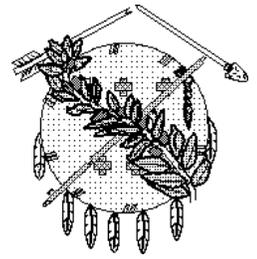
Motion:	Move to adjourn
Motion by:	Johnnie Parks
Second by:	Jill Norman
Ayes:	Johnnie Parks, Jill Norman, Craig Thurmond, Richard Carter, Mike Lester
Nays:	None

Attest:

Mayor

City Clerk

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: Approval of Workers' Compensation Court Order for Roger Stubbs, General Services Department Employee

Background: The City received an Order from the Oklahoma Workers' Compensation Court for General Services Department employee, Roger Stubbs. The court order is presented for your approval.

Roger Stubbs, a General Services Mechanic, injured his shoulder while working on a sanitation truck on December 5, 2007. The injury consisted of a tear to the rotator cuff and required surgery to repair. The rehabilitation progressed much slower than expected. Further examination and evaluation of the shoulder revealed that the rotator cuff had re-torn and required a second surgery to repair.

The Court found Mr. Stubbs sustained 24% permanent partial disability to the right shoulder for which he is entitled to compensation for 120 weeks at \$289.00 per week, or a total amount of \$34,680.00. The Court found that the sum of \$6,936.00 should 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: \$34,680.00

Prepared By: Russell Gale

Reviewed By: Legal

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

Attachments: Workers' Compensation Court Order

Recommendation: Approve the Workers' Compensation Court Order.

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____



BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

FILED

WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA

January 30, 2012

Robert L. Tharp
COURT CLERK

In re claim of:

ROGER DALE STUBBS)
Claimant)
CITY OF BROKEN ARROW)
Respondent)
CITY OF BROKEN ARROW (OWN RISK #14157))
Ins. Carrier)

Court Number: 2011-05963A

**ORDER AWARDING THE NATURE AND EXTENT OF
PERMANENT PARTIAL DISABILITY BENEFITS**

Now on this 26th day of JANUARY, 2012, this cause came on for consideration pursuant to regular assignment and hearing on JANUARY 24, 2012, before JUDGE OWEN T EVANS, at Tulsa, Oklahoma, at which time claimant appeared in person and by counsel, BRIAN A CURTHOYS and respondent and insurance carrier appeared by counsel, JOHN G BARNHART.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT on DECEMBER 5, 2007, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on said date claimant sustained accidental personal injury to the RIGHT SHOULDER arising out of and in the course of claimant's employment.

- 2 -

THAT the accidental injury of DECEMBER 5, 2007 constitutes the major cause of claimant's injury.

- 3 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at \$476.00 per week for temporary total disability and \$289.00 per week for permanent partial disability.

- 4 -

THAT as a result of said injury, claimant sustained 24 percent permanent partial disability to the BODY AS A WHOLE ATTRIBUTABLE TO THE RIGHT SHOULDER (2 surgeries, reduced range of motion, inability to work above shoulder level, radiating sensation to Arm and Hand), for which claimant is entitled to compensation for 120 weeks at \$289.00 per week, or the total amount of \$34,680.00 of which 120 weeks have accrued and shall be paid in a lump sum of \$34,680.00.

- 5 -

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

- 6 -

THAT respondent or insurance carrier shall pay claimant the award herein in lump sum of \$34,680.00 (less attorney fee).

- 7 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$260.10, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$693.60 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

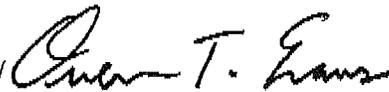
- 8 -

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.

- 9 -

THAT the sum of \$6,936.00 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/ 
OWEN T EVANS, JUDGE

nj/KAmos

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: BRIAN A CURTHOYS
400 PETROLEUM CLUB BLDG
601 S BOULDER AVE
TULSA, OK 74119-1300

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

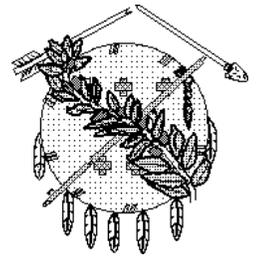
I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Robert J. Sharp



Court Clerk
January 30, 2012

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Engineering and Construction Department
Subject: Approval of and Authorization to Execute a Work Payment Agreement with Public Service Company of Oklahoma to relocate distribution and transmission lines for Hillside Drive west of 9th Street

Background: Construction of Hillside Drive from Charleston Restaurant to 9th Street will require relocation of PSO distribution line poles and a transmission line guy wire in an existing PSO easement. PSO is also granting the City the right to occupy the PSO easement with the roadway. Attached is a Work Payment Agreement for relocation of the PSO facility. The cost is estimated at \$74,461.00, but not to exceed \$81,907.00. The line relocation will come from the 2008 Street Bond.

Cost: Not to exceed \$81,907.00

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: PSO Work Payment Agreement

Recommendation: Approve and authorize the execution of a Work Payment Agreement with Public Service Company of Oklahoma for relocation of distribution and transmission lines for construction of Hillside Drive west of 9th Street.

KDS:tdh

ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

Work Payment Agreement

Tom Hendrix, City Engineer of the City of Broken Arrow, Oklahoma, a municipal corporation, upon execution of this agreement by the City Manager of the City of Broken Arrow, Oklahoma, requests and authorizes Public Service Company of Oklahoma to perform the following work:

Relocate and Replace five wood poles of three-phase distribution lines (\$ 53,522)

Relocate one shield-wire down-guy in the 138KV transmission line (\$ 20,939)

It is agreed that the actual cost of work, estimated \$ 74,461, but **NOT TO EXCEED \$ 81,907** will be paid by the City of Broken Arrow, Oklahoma, whose mailing address is 220 S. First Street, Broken Arrow, OK 74012.

Dated this _____ day of _____, 2012

ATTEST:

City Clerk

The City of Broken Arrow, OK

BY: _____

City Manager: David L. Wooden

Accepted this _____ day of _____, 2012.

ATTEST:

Company: Public Service Co. of Oklahoma

Corporate Secretary

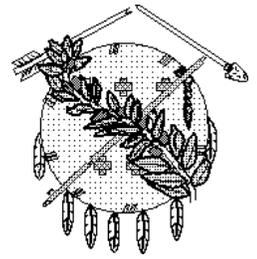
BY: _____

President & COO

APPROVED AS TO FORM:

City Attorney

**Broken Arrow City Council
Meeting of: 02/07/2012**



To: Mayor and City Council
From: Office of Chief of Police
Subject: Approval of purchase of 911 system upgrades (software) from Priority Dispatch and Sungard

Background: The proposed upgrade of the existing EMD, card-based system from Priority Dispatch, the city's vendor since 1994, is to a software driven system they provide. The software EMD system from Priority Dispatch has a direct interface to the Public Safety Communications Centers Computer Aided Dispatch system. The software-based system will streamline the call taking process and allow improved response decisions by the Fire Departments medical personnel. The Sungard CAD upgrade is necessary to effectuate the interface with the Priority Dispatch software. Both Priority Dispatch and Sungard are existing vendors and this purchase is an upgrade to our existing system. The Priority Dispatch EMD software will cost \$47,351.00 and the Sungard CAD interface is \$10,400.00.

Section 2-27 of the Broken Arrow Code addresses exceptions to the formal competitive bidding process. It provides that supplies, materials, equipment or contractual services which can be furnished only by a single dealer or provider are exempt from formal competitive bidding. The existing vendors are the only providers of software and other system upgrades that will interface with the City's current systems (EMD and CAD). Upgrades from other companies are not workable unless the City changes its entire emergency communications system. For that reason, Staff recommends that the Council authorize purchase from these vendors as identified above.

Cost: \$57,751.00

Prepared By: David Boggs, Chief of Police

Reviewed By: Police Department
Finance Department
Legal Department

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

Attachments: Sungard quote for \$10,400 and Priority Dispatch quote for \$47,351

Recommendation: Approve the purchase of the 911 system upgrades from Priority Dispatch and Sungard

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

SUNGARD® PUBLIC SECTOR

City of Broken Arrow OK - BAPD
Investment Summary
January 3, 2012

Applications	License fees	# Training Days	Training Fees	Installation/ Configuration Fees	Annual Maintenance Fees
Medical ProQA Interface - EMD	\$7,500			\$1,400	\$1,500
Totals	\$7,500	0	\$0.00	\$1,400	\$1,500.00
License Fees:			\$7,500		
Annual Maintenance Fees:				\$1,500.00	
Project Management			\$0.00		
Training Fees:			\$0.00		
Configuration/Installation:				\$1,400.00	
Hardware Appliance:				TBD	
Total:			\$10,400.00		

Prepared by John Coker, Account Executive. Phone (208) 866-6441 john.coker@sungardps.com

Payment Terms:

1. License fees, Hardware, and Project Management are due at contract execution date, signed quote, or receipt of purchase order.
2. Training Fees are due as incurred.
3. Installation/Configuration Fees are due upon completion.
4. Annual Maintenance will be due 1 year from execution of SunGard Public Sector quote.
5. Travel, out of pocket, and living expenses are not included in above pricing and will be invoiced as incurred.

Notes:

1. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.
2. There is no testing and acceptance period. The SunGard Public Sector application warranty period is 12 months after the Delivery Date. "Delivery Date" means for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.
3. Licensed Programs may be used in machine-readable object code form only. Source Code is not provided.
4. Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector Inc. for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector Inc. does not make any warranties nor provide any source code for any non-SunGard Public Sector Inc. products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.
5. Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.
6. Pricing is for the application as-is. Any modifications or conversions will incur additional cost.
7. SCR and/or Conversions, if required, are payable 50% upon execution or receipt of purchase order and 50% upon completion.
8. Additional hardware and/or third-party software may be required. For hardware specifications and information, please contact Shelly May at SPS VAR - smay@spsvar.com or (772) 871-9125.
9. Applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices.
10. Please indicate that your purchase order is per the terms and conditions of this proposal dated: January 3, 2012

The pricing, terms and conditions in this quote will be honored provided it is fully executed by: March 31, 2012

City of Broken Arrow
222 S. 1st Street
Broken Arrow OK 74012

Authorized Signature _____ Date _____ Printed Name _____

Prepared by John Coker, Account Executive. Phone: (208) 866-6441 john.coker@sungardps.com



Priority Dispatch Corp.
 139 E. South Temple, 5th Floor
 Salt Lake City, Utah 84111
 United States of America
 800-363-9127 x. 113

Name Broken Arrow Attn Steve Bradley

 Phone _____ Fax _____

Date 01/03/12
 By Tim Martin
 Title Acct Mang
 Dept. Client Svcs.

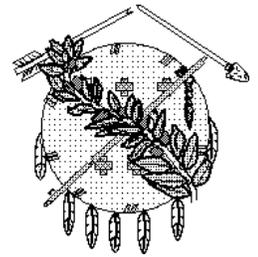
	Qty	Description	Unit Price	TOTAL
Dispatch Software	8	Medical ProQA Software Stations CAD NAE	3,300.00	26,400.00
	1	Faircom Server Software Application	820.00	1,658.00
AQUA	2	AQUA Quality Improvement Software	1,900.00	3,800.00
	2	EMD Module	800.00	1,600.00
Training	2	ProQA Software Training Days (plus 1500 per trip)	1,500.00	4,500.00
	1	AQUA Training Days (+1500 per trip)	1,500.00	3,000.00
	2	Software Develop/Install Days (+1500 per trip)	1,500.00	4,500.00
Support	1	Year 1 Annual Software Maintenance (ESP@15%)** * Assumes training site with 2/1 PC training stations ** ESP (Extended Service Plan) adds additional technical telephone support, free updates to current version, and additional discounts on new versions (editions). <i>All Amounts are in U.S. Dollars</i>		5,018.00

Quote Year 1

Signature _____
 Expires 180 Days Delivery Upon Request

Total	\$	50,476.00
Discount	\$	(3,125.00)
State Tax	0.00%	
Local Tax	0.00%	
Total	\$	47,351.00

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Approval of bids received, award of the lowest and best bid to R.L. Hensley Construction, Inc., and approval and authorization to execute a construction contract for Wolf Creek Drainage Improvements

Background: The Wolf Creek Drainage Improvements project is a 2008 Stormwater GO Bond project. The project was advertised for bids on December 20 and 27, 2011, and bids were opened on January 10, 2012. The project is for channel and bank stabilization improvements on the East Branch of Haikey Creek in the Wolf Creek subdivision between Elder Avenue and Fulton Street, 1/3 mile west of Aspen Avenue (145th E. Ave.) and 1/3 mile north of New Orleans Street (101st St. S.). A segmental block retaining wall to provide erosion protection is an integral part of the project. The segmental block retaining wall was bid as two alternates; Alternate No. 1 is a Magnum Stone wall composed of 2' wide by 4' long by 2' high interlocking concrete blocks, and Alternate No. 2 is a Versa-Lok modular block wall composed of 12" wide by 16" long by 8" high concrete blocks that are pinned together with vertical dowels. The Magnum Stone wall is preferred because it provides greater structural strength and durability, which are two critical and important characteristics in a stream environment where inundation and large debris will be experienced periodically. The two alternates are mutually exclusive.

Eight companies submitted bids. Two were considered non-responsive, one because they did not acknowledge the two addenda and did not use the correct proposal form and another because the amounts written in words and figures did not agree on 16 bid items. There was some confusion among bidders due to the irregular placement of the Total Base Bid summary. This irregularity led to a few bidders adding the 2 alternates to the base bid; however, this was resolved in the bid tabulation by summing the unit price items to obtain the base bid. The low bid with Alternate No. 1 was submitted by R. L. Hensley Construction, Inc., at \$199,872.32 for the base bid and \$82,440.00 for Alternate No. 1, for a total of \$282,312.32. The Engineer's estimate was \$234,517.25 for the base bid and \$60,456.00 for Alternate No. 1, for a total of \$294,973.25. The bid tabulation is attached. Staff recommends award of the Base Bid plus Alternate No. 1 to R. L. Hensley Construction, Inc.

Cost: \$282,312.32

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

**Reviewed By: Legal Department
Finance Department**

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

Attachments: Bid Tabulation

Recommendation: Approve bids received, award the lowest responsible bid to R.L. Hensley Construction, Inc. and approve and authorize execution of a construction contract with R. L. Hensley Construction, Inc., for Wolf Creek Drainage Improvements

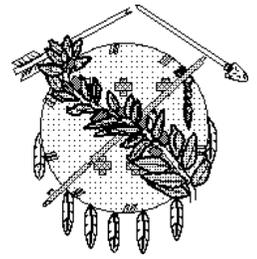
ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

REVISED BID TABULATION

WOLF CREEK DRAINAGE IMPROVEMENTS PROJECT NO. SW1103 BID NO. 12.144
 BID OPENING JANUARY 10, 2012 AT 3PM AT THE CITY OF BROCKEN ARROW OPERATIONS BUILDING

Item #	Spec #	Qty	Unit	Description	Engineer's Estimate			RL Hensley Construction, Inc.			Cherokee Pride Construction, Inc.			Magnum Construction, Inc.			Summit Civil Contractors, LLC			Triangle Construction & Utility, LLC			Ira M. Green Construction Company			Premier Site Development, LLC (Non-Responsive)			EHS, Inc. (Non-Responsive)							
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
1	201	1	LS	Cleaning and Grubbing	\$ 22,000.00	\$ 22,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,855.44	\$ 9,855.44	\$ 41,000.00	\$ 41,000.00	\$ 80,000.00	\$ 80,000.00	\$ 30,000.00	\$ 30,000.00																		
2	202	356	CV	Classified Excavation (P)	\$ 49.50	\$ 17,620.50	\$ 49.00	\$ 17,485.00	\$ 48.00	\$ 17,136.00	\$ 48.00	\$ 17,136.00	\$ 46,102.00	\$ 16,392.00	\$ 35.00	\$ 12,500.00	\$ 38.00	\$ 13,532.00	\$ 35.00	\$ 12,500.00	\$ 35.00	\$ 12,500.00	\$ 35.00	\$ 12,500.00	\$ 30.00	\$ 10,650.00	\$ 30.00	\$ 10,650.00	\$ 30.00	\$ 10,650.00	\$ 30.00	\$ 10,650.00	\$ 30.00	\$ 10,650.00		
3	203	300	CV	Classified Excavation (N)	\$ 35.00	\$ 10,500.00	\$ 34.00	\$ 10,260.00	\$ 33.00	\$ 9,990.00	\$ 32.00	\$ 9,720.00	\$ 31.00	\$ 9,450.00	\$ 30.00	\$ 9,180.00	\$ 29.00	\$ 8,910.00	\$ 28.00	\$ 8,640.00	\$ 27.00	\$ 8,370.00	\$ 26.00	\$ 8,100.00	\$ 25.00	\$ 7,830.00	\$ 24.00	\$ 7,560.00	\$ 23.00	\$ 7,290.00	\$ 22.00	\$ 7,020.00	\$ 21.00	\$ 6,750.00		
4	205A	3	LS	Shoring (Type A)	\$ 8,500.00	\$ 25,500.00	\$ 8,200.00	\$ 24,600.00	\$ 7,900.00	\$ 23,700.00	\$ 7,600.00	\$ 22,800.00	\$ 7,300.00	\$ 21,900.00	\$ 7,000.00	\$ 21,000.00	\$ 6,700.00	\$ 20,100.00	\$ 6,400.00	\$ 19,200.00	\$ 6,100.00	\$ 18,300.00	\$ 5,800.00	\$ 17,400.00	\$ 5,500.00	\$ 16,500.00	\$ 5,200.00	\$ 15,600.00	\$ 4,900.00	\$ 14,700.00	\$ 4,600.00	\$ 14,300.00	\$ 4,400.00	\$ 13,900.00		
5	221A	50	LF	Temporary Bale Barrier	\$ 110.00	\$ 5,500.00	\$ 105.00	\$ 5,250.00	\$ 100.00	\$ 5,000.00	\$ 95.00	\$ 4,750.00	\$ 90.00	\$ 4,500.00	\$ 85.00	\$ 4,250.00	\$ 80.00	\$ 4,000.00	\$ 75.00	\$ 3,750.00	\$ 70.00	\$ 3,500.00	\$ 65.00	\$ 3,250.00	\$ 60.00	\$ 3,000.00	\$ 55.00	\$ 2,750.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00	\$ 40.00	\$ 2,000.00		
6	221C	850	LF	Temporary Site Fence	\$ 1.65	\$ 1,402.50	\$ 1.60	\$ 1,365.00	\$ 1.55	\$ 1,307.50	\$ 1.50	\$ 1,270.00	\$ 1.45	\$ 1,232.50	\$ 1.40	\$ 1,195.00	\$ 1.35	\$ 1,157.50	\$ 1.30	\$ 1,120.00	\$ 1.25	\$ 1,082.50	\$ 1.20	\$ 1,045.00	\$ 1.15	\$ 1,007.50	\$ 1.10	\$ 970.00	\$ 1.05	\$ 932.50	\$ 1.00	\$ 895.00	\$ 95.00	\$ 857.50	\$ 90.00	\$ 820.00
7	230A	716	SY	Solid Silt Sock	\$ 2.00	\$ 1,432.00	\$ 1.95	\$ 1,398.00	\$ 1.90	\$ 1,364.00	\$ 1.85	\$ 1,330.00	\$ 1.80	\$ 1,296.00	\$ 1.75	\$ 1,262.00	\$ 1.70	\$ 1,228.00	\$ 1.65	\$ 1,194.00	\$ 1.60	\$ 1,160.00	\$ 1.55	\$ 1,126.00	\$ 1.50	\$ 1,092.00	\$ 1.45	\$ 1,058.00	\$ 1.40	\$ 1,024.00	\$ 1.35	\$ 990.00	\$ 1.30	\$ 956.00	\$ 1.25	\$ 922.00
8	232A	1	AC	Sealing Method A	\$ 4,950.00	\$ 4,950.00	\$ 4,800.00	\$ 4,800.00	\$ 4,650.00	\$ 4,650.00	\$ 4,500.00	\$ 4,500.00	\$ 4,350.00	\$ 4,350.00	\$ 4,200.00	\$ 4,200.00	\$ 4,050.00	\$ 4,050.00	\$ 3,900.00	\$ 3,900.00	\$ 3,750.00	\$ 3,750.00	\$ 3,600.00	\$ 3,600.00	\$ 3,450.00	\$ 3,450.00	\$ 3,300.00	\$ 3,300.00	\$ 3,150.00	\$ 3,150.00	\$ 3,000.00	\$ 3,000.00	\$ 2,850.00	\$ 2,850.00		
9	233B	1	AC	Hydro Mulching	\$ 6,050.00	\$ 6,050.00	\$ 5,800.00	\$ 5,800.00	\$ 5,550.00	\$ 5,550.00	\$ 5,300.00	\$ 5,300.00	\$ 5,050.00	\$ 5,050.00	\$ 4,800.00	\$ 4,800.00	\$ 4,550.00	\$ 4,550.00	\$ 4,300.00	\$ 4,300.00	\$ 4,050.00	\$ 4,050.00	\$ 3,800.00	\$ 3,800.00	\$ 3,550.00	\$ 3,550.00	\$ 3,300.00	\$ 3,300.00	\$ 3,050.00	\$ 3,050.00	\$ 2,800.00	\$ 2,800.00	\$ 2,550.00	\$ 2,550.00		
10	303A	412	CV	Aggregate Base, Type A	\$ 38.50	\$ 15,862.00	\$ 37.00	\$ 15,246.00	\$ 35.50	\$ 14,544.00	\$ 34.00	\$ 13,928.00	\$ 32.50	\$ 13,312.00	\$ 31.00	\$ 12,696.00	\$ 29.50	\$ 12,080.00	\$ 28.00	\$ 11,464.00	\$ 26.50	\$ 10,848.00	\$ 25.00	\$ 10,232.00	\$ 23.50	\$ 9,616.00	\$ 22.00	\$ 9,000.00	\$ 20.50	\$ 8,384.00	\$ 19.00	\$ 7,768.00	\$ 17.50	\$ 7,152.00	\$ 16.00	\$ 6,536.00
11	414A	35	SY	Concrete Payment	\$ 99.50	\$ 3,482.50	\$ 96.00	\$ 3,360.00	\$ 92.50	\$ 3,237.50	\$ 89.00	\$ 3,115.00	\$ 85.50	\$ 3,000.00	\$ 82.00	\$ 2,885.00	\$ 78.50	\$ 2,770.00	\$ 75.00	\$ 2,655.00	\$ 71.50	\$ 2,540.00	\$ 68.00	\$ 2,425.00	\$ 64.50	\$ 2,310.00	\$ 61.00	\$ 2,195.00	\$ 57.50	\$ 2,080.00	\$ 54.00	\$ 1,965.00	\$ 50.50	\$ 1,850.00	\$ 47.00	\$ 1,735.00
12	509A	202.86	CY	Class AA Concrete for Construction of 10'x5' RCB	\$ 467.50	\$ 94,837.05	\$ 450.00	\$ 91,450.00	\$ 432.50	\$ 87,067.50	\$ 415.00	\$ 83,685.00	\$ 397.50	\$ 80,302.50	\$ 380.00	\$ 76,920.00	\$ 362.50	\$ 73,537.50	\$ 345.00	\$ 70,155.00	\$ 327.50	\$ 66,772.50	\$ 310.00	\$ 63,390.00	\$ 292.50	\$ 59,007.50	\$ 275.00	\$ 55,625.00	\$ 257.50	\$ 52,242.50	\$ 240.00	\$ 48,860.00	\$ 222.50	\$ 45,477.50	\$ 205.00	\$ 42,095.00
13	509A	1	EA	Class AA Concrete for Construction of 10'x5' RCB End Section	\$ 5,500.00	\$ 5,500.00	\$ 5,300.00	\$ 5,300.00	\$ 5,100.00	\$ 5,100.00	\$ 4,900.00	\$ 4,900.00	\$ 4,700.00	\$ 4,700.00	\$ 4,500.00	\$ 4,500.00	\$ 4,300.00	\$ 4,300.00	\$ 4,100.00	\$ 4,100.00	\$ 3,900.00	\$ 3,900.00	\$ 3,700.00	\$ 3,700.00	\$ 3,500.00	\$ 3,500.00	\$ 3,300.00	\$ 3,300.00	\$ 3,100.00	\$ 3,100.00	\$ 2,900.00	\$ 2,900.00	\$ 2,700.00	\$ 2,700.00		
14	601A	20	TON	12" Riprap Type I	\$ 44.00	\$ 880.00	\$ 42.00	\$ 840.00	\$ 40.00	\$ 800.00	\$ 38.00	\$ 760.00	\$ 36.00	\$ 720.00	\$ 34.00	\$ 680.00	\$ 32.00	\$ 640.00	\$ 30.00	\$ 600.00	\$ 28.00	\$ 560.00	\$ 26.00	\$ 520.00	\$ 24.00	\$ 480.00	\$ 22.00	\$ 440.00	\$ 20.00	\$ 400.00	\$ 18.00	\$ 360.00	\$ 16.00	\$ 320.00	\$ 14.00	\$ 280.00
15	601A	46	TON	8" Riprap Type I-A	\$ 38.50	\$ 1,771.00	\$ 37.00	\$ 1,702.00	\$ 35.50	\$ 1,633.00	\$ 34.00	\$ 1,564.00	\$ 32.50	\$ 1,495.00	\$ 31.00	\$ 1,426.00	\$ 29.50	\$ 1,357.00	\$ 28.00	\$ 1,288.00	\$ 26.50	\$ 1,219.00	\$ 25.00	\$ 1,150.00	\$ 23.50	\$ 1,081.00	\$ 22.00	\$ 1,012.00	\$ 20.50	\$ 943.00	\$ 19.00	\$ 874.00	\$ 17.50	\$ 805.00	\$ 16.00	\$ 736.00
16	601F	125	TON	Filler Blanket I-A	\$ 33.00	\$ 4,125.00	\$ 31.00	\$ 3,875.00	\$ 29.00	\$ 3,625.00	\$ 27.00	\$ 3,375.00	\$ 25.00	\$ 3,125.00	\$ 23.00	\$ 2,875.00	\$ 21.00	\$ 2,625.00	\$ 19.00	\$ 2,375.00	\$ 17.00	\$ 2,125.00	\$ 15.00	\$ 1,875.00	\$ 13.00	\$ 1,625.00	\$ 11.00	\$ 1,375.00	\$ 9.00	\$ 1,125.00	\$ 7.00	\$ 875.00	\$ 5.00	\$ 625.00	\$ 3.00	\$ 375.00
17	601F	198	SY	Filter Fabric	\$ 5.50	\$ 1,089.00	\$ 5.25	\$ 1,039.50	\$ 5.00	\$ 990.00	\$ 4.75	\$ 940.50	\$ 4.50	\$ 891.00	\$ 4.25	\$ 841.50	\$ 4.00	\$ 792.00	\$ 3.75	\$ 742.50	\$ 3.50	\$ 693.00	\$ 3.25	\$ 643.50	\$ 3.00	\$ 594.00	\$ 2.75	\$ 544.50	\$ 2.50	\$ 495.00	\$ 2.25	\$ 445.50	\$ 2.00	\$ 396.00	\$ 1.75	\$ 346.50
18	609A	10	LF	Concrete Curb	\$ 110.00	\$ 1,100.00	\$ 105.00	\$ 1,050.00	\$ 100.00	\$ 1,000.00	\$ 95.00	\$ 950.00	\$ 90.00	\$ 900.00	\$ 85.00	\$ 850.00	\$ 80.00	\$ 800.00	\$ 75.00	\$ 750.00	\$ 70.00	\$ 700.00	\$ 65.00	\$ 650.00	\$ 60.00	\$ 600.00	\$ 55.00	\$ 550.00	\$ 50.00	\$ 500.00	\$ 45.00	\$ 450.00	\$ 40.00	\$ 400.00	\$ 35.00	\$ 350.00
19	611C	1	EA	Manhole Frame & Cover	\$ 66.00	\$ 66.00	\$ 63.00	\$ 63.00	\$ 60.00	\$ 60.00	\$ 57.00	\$ 57.00	\$ 54.00	\$ 54.00	\$ 51.00	\$ 51.00	\$ 48.00	\$ 48.00	\$ 45.00	\$ 45.00	\$ 42.00	\$ 42.00	\$ 39.00	\$ 39.00	\$ 36.00	\$ 36.00	\$ 33.00	\$ 33.00	\$ 30.00	\$ 30.00	\$ 27.00	\$ 27.00	\$ 24.00	\$ 24.00		
20	613A	25	LF	18" RCP	\$ 550.00	\$ 13,750.00	\$ 525.00	\$ 13,125.00	\$ 500.00	\$ 12,500.00	\$ 475.00	\$ 11,875.00	\$ 450.00	\$ 11,250.00	\$ 425.00	\$ 10,625.00	\$ 400.00	\$ 10,000.00	\$ 375.00	\$ 9,375.00	\$ 350.00	\$ 8,750.00	\$ 325.00	\$ 8,125.00	\$ 300.00	\$ 7,500.00	\$ 275.00	\$ 6,875.00	\$ 250.00	\$ 6,250.00	\$ 225.00	\$ 5,625.00	\$ 200.00	\$ 5,000.00	\$ 175.00	\$ 4,375.00
21	619A	1	LS	Removal of Structure and Obstructions	\$ 5,500.00	\$ 5,500.00	\$ 5,300.00	\$ 5,300.00	\$ 5,100.00	\$ 5,100.00	\$ 4,900.00	\$ 4,900.00	\$ 4,700.00	\$ 4,700.00	\$ 4,500.00	\$ 4,500.00	\$ 4,300.00	\$ 4,300.00	\$ 4,100.00	\$ 4,100.00	\$ 3,900.00	\$ 3,900.00	\$ 3,700.00	\$ 3,700.00	\$ 3,500.00	\$ 3,500.00	\$ 3,300.00	\$ 3,300.00	\$ 3,100.00	\$ 3,100.00	\$ 2,900.00	\$ 2,900.00	\$ 2,700.00	\$ 2,700.00		
22	642	1	LS	Construction Staking	\$ 3,850.00	\$ 3,850.00	\$ 3,700.00	\$ 3,700.00	\$ 3,550.00	\$ 3,550.00	\$ 3,400.00	\$ 3,400.00	\$ 3,250.00	\$ 3,250.00	\$ 3,100.00	\$ 3,100.00	\$ 2,950.00	\$ 2,950.00	\$ 2,800.00	\$ 2,800.00	\$ 2,650.00	\$ 2,650.00	\$ 2,500.00	\$ 2,500.00	\$ 2,350.00	\$ 2,350.00	\$ 2,200.00	\$ 2,200.00	\$ 2,050.00	\$ 2,050.00	\$ 1,900.00	\$ 1,900.00	\$ 1,750.00	\$ 1,750.00		
23	5916	1	LS	Temporary Creek Erosion Control	\$ 4,950.00	\$ 4,950.00	\$ 4,800.00	\$ 4,800.00	\$ 4,650.00	\$ 4,650.00	\$ 4,500.00	\$ 4,500.00	\$ 4,350.00	\$ 4,350.00	\$ 4,200.00	\$ 4,200.00	\$ 4,050.00	\$ 4,050.00	\$ 3,900.00	\$ 3,900.00	\$ 3,750.00	\$ 3,750.00	\$ 3,600.00	\$ 3,600.00	\$ 3,450.00	\$ 3,450.00	\$ 3,300.00	\$ 3,300.00	\$ 3,150.00	\$ 3,150.00	\$ 3,000.00	\$ 3,000.00	\$ 2,850.00	\$ 2,850.00		
24	5917	1	EA	BA Standard Incessed Inlet & Sump	\$ 1,850.00	\$ 1,850.00	\$ 1,750.00	\$ 1,750.00	\$ 1,650.00	\$ 1,650.00	\$ 1,550.00	\$ 1,550.00	\$ 1,450.00	\$ 1,450.00	\$ 1,350.00	\$ 1,350.00	\$ 1,250.00	\$ 1,250.00	\$ 1,150.00	\$ 1,150.00	\$ 1,050.00	\$ 1,050.00	\$ 950.00	\$ 950.00	\$ 850.00	\$ 850.00	\$ 750.00	\$ 750.00	\$ 650.00	\$ 650.00	\$ 550.00	\$ 550.00	\$ 450.00	\$ 450.00		
25	5918	1	LS	Remove and Reset Transformer	\$ 20.40	\$ 20.40	\$ 19.50	\$ 19.50	\$ 18.60	\$ 18.60	\$ 17.70	\$ 17.70	\$ 16.80	\$ 16.80	\$ 15.90	\$ 15.90	\$ 15.00	\$ 15.00	\$ 14.10	\$ 14.10	\$ 13.20	\$ 13.20	\$ 12.30	\$ 12.30	\$ 11.40	\$ 11.40	\$ 10.50	\$ 10.50	\$ 9.60	\$ 9						

**Broken Arrow City Council
Meeting of: 02-07-12**



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
A/E Agreements and Amendments

Quantity Change Orders

- Events Park, Contract # 116035, Morton Excavating, Minor Quantity Change Q01, \$7,090.00.
- Events Park, Contract # 116035, Morton Excavating, Minor Quantity Change Q02, \$18,284.50.
- Elm Pl. Widening, Houston to Kenosha, Contract #ST0510, Tri-Star Construction, LLC, Minor Quantity Change Q01, \$7,640.00.

Work Orders

- Earth Smart Construction, Inc., Project # 126025, Work Order W05, \$18,305.00

A/E Agreements and Amendments

- Crafton-Tull, Project #126038, Rose West Dog Park Master Plan Agreement, \$15,500.00.
- PDG, Project #116013, Arrowhead Park Softball Complex, Amendment No. 3 for Environmental Surveys, \$6,200.00.

Recommendation: No action required

KDS:tdh

ACTION: APPROVAL: ____ APPROVAL W/ CONDITION: ____ DENIAL: ____ TABLED: ____ VOTE: ____

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

APPLICATION FOR APPROVAL OF "MINOR" CHANGE OF QUANTITY

Name: Morton Excavating

Contract Number: 116035

Location: Events Park

Date: January 18, 2012

Minor Quantity Change Number Q01

Approval is requested for the following minor changes:

1. Total Number of Days Added by this Change Order: 0
2. Increase the quantities of water line fittings to install the waterline per the plans. Additional quantities are needed as listed below.

Which are necessary for the following reasons:

1. No days added by this change order.
2. The quantities noted in the bid schedule did not match the quantities shown within the plans. Additional fittings and valves are required to complete the water lines.

Additions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
Base Bid Section II					
(12) BA420A1	12" Full Open Gate Valve	EA	\$2,500.00	2.00	\$5,000.00
Alternate Bid Number 1					
(7) BA410A1	12" Dip 11 1/4" Degree Bend RJ	EA	\$500.00	3.00	\$1,500.00
(10) BA410B1	12x6 Tee RJ	EA	\$590.00	1.00	\$590.00
Total Additions:					\$7,090.00

Deletions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
N/A	None	N/A	\$0.00	0.00	\$0.00
Total Deletions:					\$0.00
This Change is a Net Overrun:			\$7,090.00		

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

This change brings the project up to date on all issues of cost increases and time increases as of: 01/18/12
Original Clerk---Original Contractor---Original File---Copy to Finance

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

APPLICATION FOR APPROVAL OF "MINOR" CHANGE OF QUANTITY

Name: Morton Excavating

Contract Number: 116035

Location: Events Park

Date: January 24, 2012

Minor Quantity Change Number Q02

Approval is requested for the following minor changes:

1. Total Number of Days Added by this Change Order: 0
2. Increase of estimated quantities as indicated below:

Which are necessary for the following reasons:

1. No days added by this quantity change.
2. The quantities noted in the bid schedule for conduits did not match the quantity shown on plan sheets.
3. Additional Unclassified Excavation was used to remove unsuitable material in the bridge abutment approaches.
4. Additional 66 SY of Footing Excavation was necessary beyond original estimate on C01 to excavate the footing to shale.

Additions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
28	4" PVC Conduit	LF	\$10.00	928.00	\$9,280.00
29	6" PVC Conduit	LF	\$16.00	65.00	\$1,040.00
202A	Unclassified Excavation	CY	\$6.50	1,073.00	\$6,974.50
SP-1	Footing Excavation	CY	\$15.00	66.00	\$990.00
Total Additions:					\$18,284.50

Deletions to the original contract:

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

This Change is a Net Overrun: \$18,284.50

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

This change brings the project up to date on all issues of cost increases and time increases as of: 01/24/12
Original Clerk---Original Contractor---Original File---Copy to Finance

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

APPLICATION FOR APPROVAL OF "MINOR" CHANGE OF QUANTITY

Name: Tri-Star Construction, LLC

Contract Number: ST0510

Location: Elm Pl. Widening, Houston to Kenosha

Date: January 3, 2012

Minor Quantity Change Number Q01

Approval is requested for the following minor changes:

1. Total Number of Days Added by this Change Order: 0
2. Additional bid items are needed to accommodate control of traffic maintaining a center turn lane during construction. Additional item for painting turn arrows are needed as well as additional lump sum to cover additional signage.

Which are necessary for the following reasons:

1. No days added by this change order.
2. "Painted" turn arrows were not in the original contract and are needed to clearly mark the temporary turn lanes for safety. Additional lump sum amount to establish left turn only lane during construction, maintenance, movement and resetting this signage when traffic is shifted to the other side of the roadway during construction.

Additions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
SP-1	Traffic Stripe (Paint) Arrows	EA	\$65.00	56.00	\$3,640.00
SP-2	Additional Construction Traffic Control	LS	\$4,000.00	1.00	\$4,000.00
Total Additions:					\$7,640.00

Deletions to the original contract:

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

This Change is a Net Overrun: \$7,640.00

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

This change brings the project up to date on all issues of cost increases and time increases as of: 01/03/12
Original Clerk---Original Contractor---Original File---Copy to Finance

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

WORK ORDER

Name: Earth Smart Construction, Inc.

Contract Number: N/A

Project # 126025

Account # 059-6000-451-7015

Start Date: January 25, 2012

Work Order # W05

The Contractor is directed to complete the following:

1. Total Number of Days Allowed for this Work Order: 20
2. The areas to be repaired have been reviewed with the contractor and are marked with paint. The quantities listed below are agreed to by both parties. The general locations and quantities are as follows: Install 473 SY of Formed Concrete Sidewalk along the East side of Lynn Lane from Kansas St. to Juneau St. for approximately 840 LF and install three (3) ADA Handicap Ramps.

Work Order Additions:

Item #	Item	Unit	Price	Quantity	Amount
SP-18	Formed Concrete Sidewalk (More Than 200 Ft. in Length), In Place	SY	35.00	473.00	\$16,555.00
SP-19	Install Handicap Ramp (Type "A") with ADA Tactile Warning System	EA	750.00	1.00	\$750.00
SP-19	Install Handicap Ramp (Type "B") with ADA Tactile Warning System	EA	500.00	2.00	\$1,000.00
Total Additions:					\$18,305.00

Work Order Deletions:

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

Total Work Order Price: \$18,305.00

Submitted By: _____	Project Engineer	Date: _____
Recommended: _____	Contractor	Date: _____
Approved: _____	Director Eng. & Const.	Date: _____
Approved: _____	City Manager	Date: _____

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
ROSE WEST DOG PARK MASTER PLAN
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 126038**

1.0 Professional Consulting Firm:

- 1.1 Name: Crafton Tull
- 1.2 Telephone No.: 918-599-0665 or 918-588-4049
- 1.3 Address: 220 East 8th Street, Tulsa, OK 74119

2.0 Project Name/Location: Rose West Dog Park, south side of New Orleans Street east of Liberty Parkway, Broken Arrow, Oklahoma.

3.0 Statement of Purpose: Prepare a Master Plan for a 5-acre off-leash dog park, to include general grading, structures, parking, utilities, fencing, and landscaping. Grading and utilities will reflect use of existing conditions.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$15,500.00
- 4.2 Agreement Time: 130 calendar days
- 4.3 Estimated Construction Cost: \$ Undetermined

5.0 Contract Documents and Priority: The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting 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: 01-17-12

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
ARROWHEAD PARK SOFTBALL COMPLEX AND CENTRAL PARK
IMPROVEMENTS
PROJECT NO. 116013 & 116015**

THIS AMENDMENT NO. 3, made and entered into this 25TH day of JANUARY 2012, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and PDG, Inc., dba Professional Design Group, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated April 19, 2011, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires CONSULTANT to prepare Contract Documents, including construction plans and specifications, for the bidding and contracting of certain Improvements to Arrowhead Park Softball Complex and Central Park; and

WHEREAS, CITY desires to amend said Agreement to require CONSULTANT to perform a Threatened and Endangered Species and Cultural Resources Assessment for the creek affected by the proposed softball field expansion in Arrowhead Park; and

WHEREAS, funding is now available for said additional services in Account Number 035-8011-451.70; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. SCOPE OF PROJECT.

Attachment A, SCOPE OF PROJECT, to the Agreement shall be amended in accordance with Exhibit 1, AMENDED SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this Amendment.

2. SCOPE OF SERVICES.

Attachment B, SCOPE OF SERVICES, to the Agreement shall be amended as follows: Performance of a Threatened and Endangered Species and Cultural Resources Assessment in accordance with Exhibit 1.

3. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional services described in Exhibit 1, AMENDED SCOPE OF PROJECT, CITY shall pay CONSULTANT in accordance with the terms specified below as a change in the contract amount.

Original Contract Amount executed April 19, 2011	\$124,500.00
Amendment No. 1	\$ 2,100.00
Amendment No. 2	\$ 10,000.00
Amendment No. 3	\$ 6,200.00
Revised Total Contract Amount	\$142,800.00

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 3 is effective upon signature by both parties. A new schedule has been provided in Exhibit 1, which is attached hereto and incorporated by reference as part of this Agreement.

All other particulars stated by the original Agreement for Consulting Services and Amendment No. 1, and not specifically referenced by this Amendment No. 3, remain in effect and unchanged.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of Tulsa, Oklahoma.

PDG, Inc dba Planning Design Group

Principal

Date: 1/23/12

ATTEST:



APPROVED: CITY OF BROKEN ARROW, OKLAHOMA

Mary Benge
City Clerk

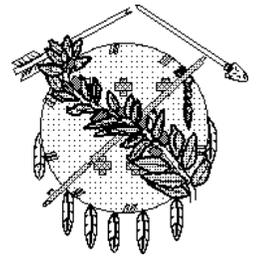


David H. Wooden
City Manager
Date: 01-25-12

APPROVED AS TO FORM:

Leslie Myers 1-24-12
City Attorney

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the Director of Engineering and Construction
Subject: Consideration and Approval of Major Change Order MC01 for the Interchange at the Creek Turnpike and Aspen Avenue

Background: The Creek Turnpike and Aspen Avenue Interchange is a result of a cooperative agreement with the Oklahoma Turnpike Authority (OTA) to provide additional ingress and egress ramps to and from the turnpike at Aspen Avenue. The construction contract was awarded to Sherwood Construction Co., Inc. During construction, it was discovered due to the distance of the power runs, the wiring sizes from the Toll Plazas to the Antenna Poles were undersized resulting in a requirement to install larger wires into a larger conduit. This modification covers the cost of the wiring, which by inadvertent omission was not included in the Turnpike Bid items, the larger conduit and all installation costs. It also includes some credit for a quantity adjustment for the smaller conduit which will not be used. Total cost of this modification is \$98,012.00. Since the original contract of \$5,625,989.10 utilized all of the \$1,750,000.00 provided by the Oklahoma Turnpike Authority as their share, funding of this modification will be from the Sales Tax Capital Improvements fund.

Cost: \$ 98,012.00

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

Reviewed By: Legal Department
Finance Department

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

Attachments: Bid Tabulation
Major Change Order MC01

Recommendation: Approve and Authorize Execution of Major Modification MC01.

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

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

Name: Sherwood Construction Co., Inc.

Contract Number: CKT-MC-12

Location: Interchange Creek Turnpike and Aspen Avenue

Date: February 2, 2012

Major Change Number MC01

Approval is requested for the following major changes:

1. Total Number of Days Added by this Change Order: 0
2. Install power from Toll Plazas to Antenna Poles.

Which are necessary for the following reasons:

1. No additional days are required to complete the work in this change order.
2. The designed drawings call for power to be taken from the Plazas on the east side of 145th to the two Antenna Pole locations: One on the north and one on the south side of the Turnpike west of 145th. The contract calls for #10 wiring. Transcore equipment is supplied with 2-20 amp circuits of 120/240 volt. Each side is approximately 1,200 ft. from the Plaza on the east side of 145th to the Antenna Pole to the west. Due to the length of the run from the Plaza to the Pole the #10 wire is under sized according to the voltage drop calculations and needs to be changed to a #1/0 in size. This change would result in 3-1/0 wires and a #6 green ground. This increase in wiring will also result in an increase in Galvanized and PVC conduits to accommodate the larger wire. The conductors were left out of the bid items for the Turnpike work. Therefore, there is no offsetting under run on the smaller wiring only the conduit. The addition of items listed below are needed to complete the work according to contract plans and specifications.

Additions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
SP-1	5" Galv. Steel Elect. Cond. Pushed or Bored	LF	\$61.73	360.00	\$22,222.80
SP-2	3" PVC Sch. 40 Trenched Plastic Conduit & Wiring	LF	\$25.64	3,730.00	\$95,637.20
Total Additions:					\$117,860.00

Deletions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
51	2" PVC Sch. 40	LF	\$6.00	3,308.00	\$19,848.00
Total Deletions:					\$19,848.00

This Change Order is a Net Overrun: \$98,012.00

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

This change order brings the project up to date on all issues of cost increases and time increases as of: 02/02/12

This change was approved at the City Council/BAMA meeting held on: _____

**Bid Tab for Interchange Creek Turnpike & Aspen Avenue
Contract # ST0915 Bid # 11-165 Bid Opening: June 30, 2011 at 3pm**

ITEM	SPEC#	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Sherwood Construction Co., Inc.		Becco Contractors, Inc.	
					UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	202(A)	Unclassified Excavation	CY	46,455.00	4.00	\$ 185,820.00	4.50	\$ 209,047.50	3.00	\$ 139,365.00
2	202(D)	Unclassified Borrow	CY	127,167.00	6.00	\$ 763,002.00	4.50	\$ 572,251.50	8.00	\$ 1,017,336.00
3	221(C)	Temporary Silt Fence	LF	2,989.00	1.75	\$ 5,230.75	2.50	\$ 7,472.50	2.00	\$ 5,978.00
4	221(D)	Temporary Sediment Filter	EA	5.00	300.00	\$ 1,500.00	200.00	\$ 1,000.00	-100.00	\$ 500.00
5	221(F)	Temporary Silt Dike	LF	462.00	7.00	\$ 3,234.00	7.00	\$ 3,234.00	7.00	\$ 3,234.00
6	221(G)	Temporary Rock Filter Dam	CY	57.00	60.00	\$ 3,420.00	60.00	\$ 3,420.00	50.00	\$ 2,850.00
7	229	Ditch Liner Protection	LF	1,119.00	2.00	\$ 2,238.00	2.00	\$ 2,238.00	1.20	\$ 1,342.80
8	230(A)	Solid Slab Sodding	SY	226,979.00	1.25	\$ 283,723.75	1.00	\$ 226,979.00	1.10	\$ 249,676.90
9	303(A)	Aggregate Base Type A	CY	9,847.00	35.00	\$ 344,645.00	35.00	\$ 344,645.00	35.00	\$ 344,645.00
10	325	Separator Fabric	SY	45,580.00	1.35	\$ 61,533.00	1.25	\$ 56,975.00	1.40	\$ 63,812.00
11	411(C)	Superpave, Type S4 (PG 64-22 OK)	TON	414.00	75.00	\$ 31,050.00	90.00	\$ 37,260.00	90.00	\$ 37,260.00
12	414(A)	P.C. Concrete Pavement (Placement)	SY	8,488.00	11.50	\$ 97,612.00	15.00	\$ 127,320.00	12.00	\$ 101,856.00
13	414(B)	Dowel Jointed P.C.C. Pavement (Placement)	SY	21,358.00	16.00	\$ 341,728.00	16.50	\$ 352,407.00	18.00	\$ 384,444.00
14	414(G)	P.C. Concrete for Pavement	CY	7,336.00	85.00	\$ 623,560.00	105.00	\$ 770,280.00	105.00	\$ 770,280.00
15	501(A)	Structural Excavation Unclassified	CY	92.00	22.00	\$ 2,024.00	21.00	\$ 1,932.00	20.00	\$ 1,840.00
16	504(F)	Hand Railing	LF	257.00	100.00	\$ 25,700.00	115.00	\$ 29,555.00	120.00	\$ 30,840.00
17	509(A)	Class AA Concrete	CY	939.00	400.00	\$ 375,600.00	350.00	\$ 328,650.00	320.00	\$ 300,480.00
18	509(D)	Class C Concrete	CY	197.00	350.00	\$ 68,950.00	265.00	\$ 52,205.00	250.00	\$ 49,250.00
19	511(A)	Reinforcing Steel	LB	132,595.00	0.90	\$ 119,335.50	0.75	\$ 99,446.25	0.80	\$ 106,076.00
20	601(A)	Type I Plain Riprap	TON	1,045.00	25.00	\$ 26,125.00	27.00	\$ 28,215.00	35.00	\$ 36,575.00
21	609(A)	Concrete Curb (6" Mountable-Integral)	LF	3,062.00	6.00	\$ 18,372.00	3.50	\$ 10,717.00	4.00	\$ 12,248.00
22	610(A)	4" Concrete Sidewalk	SY	96.00	37.00	\$ 3,552.00	30.00	\$ 2,880.00	2.00	\$ 4,320.00
23	601(I)	Filter Fabric (Riprap)	SY	900.00	2.00	\$ 1,800.00	1.50	\$ 1,350.00	2.00	\$ 1,800.00
24	611(G)	Inlet C.I. Des. 1 (Std)	EA	1.00	1,900.00	\$ 1,900.00	1,500.00	\$ 1,500.00	4,000.00	\$ 4,000.00
25	611(G)	Inlet C.I. RCB Des. 6	EA	1.00	1,700.00	\$ 1,700.00	2,500.00	\$ 2,500.00	6,000.00	\$ 6,000.00
26	611(G)	Inlet (SMD-Type 2)	EA	4.00	2,000.00	\$ 8,000.00	4,000.00	\$ 16,000.00	4,500.00	\$ 18,000.00
27	613(A)	18" R.C. Pipe Class III	LF	332.00	45.00	\$ 14,940.00	50.00	\$ 16,600.00	50.00	\$ 16,600.00
28	613(A)	24" R.C. Pipe Class III	LF	269.00	50.00	\$ 13,450.00	60.00	\$ 16,140.00	69.00	\$ 18,561.00
29	613(A)	30" R.C. Pipe Class III	LF	182.00	60.00	\$ 10,920.00	75.00	\$ 13,650.00	83.00	\$ 15,106.00
30	613(A)	28" x 18" R.C. Pipe Arch Class A-III	LF	20.00	95.00	\$ 1,900.00	85.00	\$ 1,700.00	100.00	\$ 2,000.00
31	613(A)	43" x 26" R.C. Pipe Arch Class A-III	LF	68.00	125.00	\$ 8,500.00	120.00	\$ 8,160.00	120.00	\$ 8,160.00
32	613(L)	18" Prefab. Culvert End Sec., Round	EA	6.00	600.00	\$ 3,600.00	400.00	\$ 2,400.00	630.00	\$ 3,780.00
33	613(L)	24" Prefab. Culvert End Sec., Round	EA	4.00	800.00	\$ 3,200.00	500.00	\$ 2,000.00	800.00	\$ 3,200.00
34	613(L)	30" Prefab. Culvert End Sec., Round	EA	2.00	950.00	\$ 1,900.00	650.00	\$ 1,300.00	900.00	\$ 1,800.00
35	613(O)	Sp. End Section of 28"x18" RCP Arch	EA	2.00	1,750.00	\$ 3,500.00	700.00	\$ 1,400.00	1,000.00	\$ 2,000.00
36	613(O)	Sp. End Section of 43"x26" RCP Arch	EA	1.00	2,500.00	\$ 2,500.00	1,000.00	\$ 1,000.00	1,900.00	\$ 1,900.00
37	619(A)	Removal of Structures and Obstructions	LS	1.00	15,000.00	\$ 15,000.00	12,000.00	\$ 12,000.00	100,000.00	\$ 100,000.00
38	619(B)	Removal of Asphalt Pavement	SY	5,191.00	3.00	\$ 15,573.00	2.00	\$ 10,382.00	5.00	\$ 25,955.00
39	619(B)	Removal of Concrete Pavement	SY	5,289.00	6.00	\$ 31,734.00	4.00	\$ 21,156.00	8.00	\$ 42,312.00
40	619(B)	Removal of Existing Signs	EA	12.00	250.00	\$ 3,000.00	160.00	\$ 1,920.00	170.00	\$ 2,040.00
41	619(B)	Removal of Fence	LF	3,855.00	2.00	\$ 7,710.00	2.50	\$ 9,637.50	1.00	\$ 3,855.00
42	619(B)	Removal of Riprap	SY	2,260.00	4.50	\$ 4,520.00	4.00	\$ 9,040.00	4.00	\$ 9,040.00
43	619(C)	Sawing Pavement	LF	4,973.00	3.00	\$ 14,919.00	3.50	\$ 17,405.50	2.00	\$ 9,946.00
44	623(A)	Beam Guardrail, W-Beam Single	LF	100.00	20.00	\$ 2,000.00	20.00	\$ 2,000.00	21.00	\$ 2,100.00
45	623(F)	Guardrail Anchor Unit (Type B)	EA	2.00	500.00	\$ 1,000.00	500.00	\$ 1,000.00	550.00	\$ 550.00
46	623(G)	Guardrail End Treatment (GET)	EA	2.00	2,500.00	\$ 5,000.00	2,500.00	\$ 5,000.00	2,800.00	\$ 5,600.00
47	624(A)	Fence, Style WWF	LF	1,471.00	3.50	\$ 5,148.50	5.00	\$ 7,355.00	8.00	\$ 11,766.00
48	624(E)	Fence, Style CLF (6' High, Class A)	LF	2,878.00	20.00	\$ 57,560.00	20.00	\$ 57,560.00	20.00	\$ 57,560.00
49	642(A)	Construction Staking	LS	1.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00	60,000.00	\$ 60,000.00
50	802(A)	3" Galv. Steel Elect. Cond. Pushed or Bored	LF	548.00	20.00	\$ 10,960.00	60.00	\$ 32,880.00	50.00	\$ 27,400.00
51	802(B)	2" PVC Sch. 40 Plastic Conduit Trenched	LF	6,742.00	4.00	\$ 26,968.00	6.00	\$ 40,452.00	6.00	\$ 40,452.00
52	802(B)	1" PVC Sch. 40 Plastic Conduit Trenched	LF	114.00	3.50	\$ 399.00	5.00	\$ 570.00	5.00	\$ 570.00

**Bid Tab for Interchange Creek Turnpike & Aspen Avenue
Contract # ST0915 Bid # 11-165 Bid Opening: June 30, 2011 at 3pm**

ITEM	SPEC#	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Sherwood Construction Co., Inc.		Becco Contractors, Inc.	
					UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
53	803	Pull Box (Size 1)	EA	8.00	\$ 225.00	\$ 1,800.00	\$ 400.00	\$ 3,200.00	\$ 400.00	\$ 3,200.00
54	804(A)	Structural Concrete	CY	93.76	\$ 575.00	\$ 49,224.00	\$ 600.00	\$ 56,256.00	\$ 600.00	\$ 56,256.00
55	804(B)	Reinforcing Steel	LB	9,448.80	\$ 0.90	\$ 8,503.92	\$ 2.50	\$ 23,622.00	\$ 3.00	\$ 28,346.40
56	806(B)	12' Mtg. H.T.S. Ped. Pole (G. St.)	EA	2.00	\$ 1,200.00	\$ 2,400.00	\$ 800.00	\$ 1,600.00	\$ 850.00	\$ 1,700.00
57	806(C)	40' Mph & 15' H.L. Mst. Arm (G. St)	EA	13.00	\$ 1,500.00	\$ 19,500.00	\$ 2,000.00	\$ 26,000.00	\$ 2,100.00	\$ 27,300.00
58	807	Breakaway Base (Des. B)	EA	13.00	\$ 450.00	\$ 5,850.00	\$ 700.00	\$ 9,100.00	\$ 700.00	\$ 9,100.00
59	809(A)	(P) Roadway Luminaire	EA	13.00	\$ 550.00	\$ 7,150.00	\$ 2,000.00	\$ 26,000.00	\$ 1,900.00	\$ 24,700.00
60	811	Electrical Conductor Awg 10	LF	13,710.00	\$ 2.50	\$ 34,275.00	\$ 1.25	\$ 17,137.50	\$ 1.30	\$ 17,823.00
61	825	Traffic Signal Controller Assembly	EA	2.00	\$ 1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00	\$ 3,200.00	\$ 6,400.00
62	850(A)	Sheet Aluminum Signs	SF	371.39	\$ 15.00	\$ 5,570.85	\$ 15.00	\$ 5,570.85	\$ 14.00	\$ 5,199.46
63	850(B)	Extruded Aluminum Panel Signs	SF	864.00	\$ 20.00	\$ 17,280.00	\$ 25.00	\$ 21,600.00	\$ 20.00	\$ 17,280.00
64	850(B)	Ext. Alum. Pan. Sgm. (Overhead Signs)	SF	1,075.25	\$ 22.00	\$ 23,655.50	\$ 25.00	\$ 26,881.25	\$ 20.00	\$ 21,505.00
65	851(A)	4" @ 13 Galv. Stl. Wd. Flange Bm. Post	LF	224.00	\$ 30.00	\$ 6,720.00	\$ 20.00	\$ 4,480.00	\$ 30.00	\$ 6,720.00
66	851(A)	8" @ 31 Galv. Stl. Wd. Flange Bm. Post	LF	260.00	\$ 45.00	\$ 11,700.00	\$ 20.00	\$ 5,200.00	\$ 43.00	\$ 11,180.00
67	851(B)	3 1/2" @ 9.11 Galv. Stl. Pipe Post	LF	178.00	\$ 25.00	\$ 4,450.00	\$ 20.00	\$ 3,560.00	\$ 23.00	\$ 4,094.00
68	851(C)	2" Square Tube Post	LF	238.00	\$ 13.00	\$ 3,094.00	\$ 10.00	\$ 2,380.00	\$ 11.00	\$ 2,618.00
69	852(E)	Overhead Sign Str. Walkway & Handrail	LF	200.00	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00	\$ 115.00	\$ 23,000.00
70	852(A/B)	Overhead Sign Str. Type C-1 Alum. /G. Stl. 60'	EA	2.00	\$ 50,000.00	\$ 100,000.00	\$ 60,000.00	\$ 120,000.00	\$ 61,000.00	\$ 122,000.00
71	852(A/B)	Overhead Sign Str. Type E-1 Alum. /G. Stl.	EA	4.00	\$ 15,000.00	\$ 60,000.00	\$ 18,000.00	\$ 72,000.00	\$ 18,000.00	\$ 72,000.00
72	871	(P) Impact Attenuator	EA	2.00	\$ 22,000.00	\$ 44,000.00	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	\$ 40,000.00
73	871	Strobe Light Fixture	EA	2.00	\$ 2,000.00	\$ 4,000.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00
74	853	Delimiters (Type 1, Code 1, Flexible)	EA	150.00	\$ 35.00	\$ 5,250.00	\$ 40.00	\$ 6,000.00	\$ 25.00	\$ 3,750.00
75	856(A)	Traffic Stripe (MultiPoly) (4" Wide)	LF	47,096.00	\$ 0.60	\$ 28,257.60	\$ 0.65	\$ 30,612.40	\$ 0.60	\$ 28,257.60
76	856(B)	Traffic Stripe (MultiPoly) (Sym. Wrd, Etc.)	EA	12.00	\$ 225.00	\$ 2,700.00	\$ 200.00	\$ 2,400.00	\$ 225.00	\$ 2,700.00
77	857(A)	Construction Traffic Stripe	LF	15,200.00	\$ 0.20	\$ 3,040.00	\$ 0.25	\$ 3,800.00	\$ 0.30	\$ 4,560.00
78	877(A)	Portable Longitudinal Barrier	LF	6,480.00	\$ 15.00	\$ 97,200.00	\$ 3.50	\$ 22,680.00	\$ 14.00	\$ 90,720.00
79	880(U)	Construction Traffic Control	LS	1.00	\$ 50,000.00	\$ 50,000.00	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00
80	880(K)	Surveillance Traffic Control	SD	300.00	\$ 300.00	\$ 90,000.00	\$ 100.00	\$ 30,000.00	\$ 200.00	\$ 60,000.00
81	880(U)	Traffic Surveillance, Police	HR	500.00	\$ 40.00	\$ 20,000.00	\$ 65.00	\$ 32,500.00	\$ 50.00	\$ 25,000.00
82	882(A)	Portable Changeable Message Sign	SD	600.00	\$ 25.00	\$ 15,000.00	\$ 20.00	\$ 12,000.00	\$ 25.00	\$ 15,000.00
83	895(A)	Toll Equip. Conc. Pad Ret. Wall & Screen	EA	2.00	\$ 100,000.00	\$ 200,000.00	\$ 185,000.00	\$ 370,000.00	\$ 160,000.00	\$ 320,000.00
84	106	Quality Control and Acceptance	LS	1.00	\$ 1,500.00	\$ 1,500.00	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00
85	201(A)	Clearing and Grubbing	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
86	202(A)	Unclassified Excavation	CY	3,399.00	\$ 4.00	\$ 13,596.00	\$ 4.50	\$ 15,295.50	\$ 4.00	\$ 13,596.00
87	202(D)	Unclassified Borrow	CY	14,679.00	\$ 6.00	\$ 88,074.00	\$ 4.50	\$ 66,055.50	\$ 8.00	\$ 117,432.00
88	205(A)	Type A-Salvaged Topsoil	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00
89	220	SWPPP Documentation and Management	LS	1.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
90	303(A)	Aggregate Base Type A	CY	1,033.00	\$ 35.00	\$ 36,155.00	\$ 35.00	\$ 36,155.00	\$ 35.00	\$ 36,155.00
91	325	Separator Fabric	SY	7,687.00	\$ 1.35	\$ 10,377.45	\$ 1.25	\$ 9,608.75	\$ 1.40	\$ 10,761.80
92	411(B)	Superpave, Type S3 (PG 64-22 OK)	TON	435.00	\$ 70.00	\$ 30,450.00	\$ 70.00	\$ 30,450.00	\$ 80.00	\$ 34,800.00
93	411(C)	Superpave, Type S4 (PG 64-22 OK)	TON	80.00	\$ 75.00	\$ 6,000.00	\$ 90.00	\$ 7,200.00	\$ 90.00	\$ 7,200.00
94	414(B)	Dowel Jointed P.C. Pavement (Placement)	SY	5,872.00	\$ 16.00	\$ 93,952.00	\$ 16.50	\$ 96,888.00	\$ 18.00	\$ 105,696.00
95	414(G)	P.C. Concrete for Pavement	CY	1,395.00	\$ 85.00	\$ 118,575.00	\$ 105.00	\$ 146,475.00	\$ 105.00	\$ 146,475.00
96	509(B)	Class C Concrete	CY	14.00	\$ 400.00	\$ 5,600.00	\$ 400.00	\$ 5,600.00	\$ 800.00	\$ 11,200.00
97	511(B)	Epoxy Coated Reinforcing Steel	LB	4,600.00	\$ 2.00	\$ 9,200.00	\$ 1.00	\$ 4,600.00	\$ 1.00	\$ 4,600.00
98	609(A)	Concrete Curb (6" Barrier-Integral)	LF	655.00	\$ 6.00	\$ 3,930.00	\$ 3.50	\$ 2,292.50	\$ 4.00	\$ 2,620.00
99	610(A)	4" Concrete Sidewalk	SY	162.00	\$ 50.00	\$ 8,100.00	\$ 30.00	\$ 4,860.00	\$ 60.00	\$ 9,720.00
100	610(U)	Tactile Warning Device - New	SF	40.00	\$ 45.00	\$ 1,800.00	\$ 16.00	\$ 640.00	\$ 25.00	\$ 1,000.00
101	611(G)	Inlet Median Barrier Des. 1	EA	2.00	\$ 4,000.00	\$ 8,000.00	\$ 3,000.00	\$ 6,000.00	\$ 65.00	\$ 13,000.00
102	613(A)	12" R.C. Pipe Class III	LF	12.00	\$ 42.50	\$ 510.00	\$ 70.00	\$ 840.00	\$ 60.00	\$ 720.00
103	619(A)	Removal of Structures and Obstructions	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00
104	619(B)	Removal of Asphalt Pavement	SY	2,831.00	\$ 3.00	\$ 8,493.00	\$ 2.00	\$ 5,662.00	\$ 5.00	\$ 14,155.00

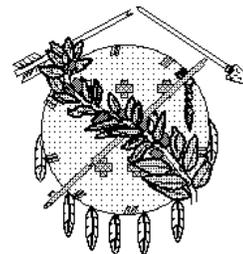
**Bid Tab for Interchange Creek Turnpike & Aspen Avenue
Contract # ST0915 Bid # 11-165 Bid Opening: June 30, 2011 at 3pm**

ITEM	SPEC#	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Sherwood Construction Co., Inc.		Becco Contractors, Inc.	
					UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
105	619(B)	Removal of Existing Signs	EA	7.00	\$ 250.00	\$ 1,750.00	\$ 170.00	\$ 1,190.00	\$ 150.00	\$ 1,050.00
106	619(B)	Removal of Existing Signs	LF	1,122.00	\$ 2.00	\$ 2,244.00	\$ 2.50	\$ 2,805.00	\$ 1.00	\$ 1,122.00
107	624(A)	Fence, Style WWF	LF	590.00	\$ 3.50	\$ 2,065.00	\$ 5.00	\$ 2,950.00	\$ 8.00	\$ 4,720.00
108	641	Mobilization	LS	1.00	\$ 276,000.00	\$ 276,000.00	\$ 135,000.00	\$ 135,000.00	\$ 325,000.00	\$ 325,000.00
109	802(B)	2" PVC Sch. 40 Plastic Conduit Trenched	LF	245.00	\$ 4.00	\$ 980.00	\$ 7.00	\$ 1,715.00	\$ 7.00	\$ 1,715.00
110	802(B)	3" PVC Sch. 40 Plastic Conduit Bored	LF	745.00	\$ 15.00	\$ 11,175.00	\$ 30.00	\$ 22,350.00	\$ 30.00	\$ 22,350.00
111	802(B)	3" PVC Sch. 40 Plastic Conduit Trenched	LF	311.00	\$ 6.00	\$ 1,866.00	\$ 10.00	\$ 3,110.00	\$ 12.00	\$ 3,732.00
112	803(A)	Pull Box (Size I)	EA	7.00	\$ 200.00	\$ 1,400.00	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00
113	803(A)	Pull Box (Size II)	EA	1.00	\$ 225.00	\$ 225.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00
114	804(A)	Structural Concrete	CY	19.00	\$ 525.00	\$ 9,975.00	\$ 600.00	\$ 11,400.00	\$ 550.00	\$ 10,450.00
115	804(B)	Reinforcing Steel	LB	2,765.00	\$ 0.90	\$ 2,488.50	\$ 2.50	\$ 6,912.50	\$ 2.00	\$ 5,530.00
116	806(A)	32 MH Pole 35' TS & 10' LMA (G. St.)	EA	2.00	\$ 5,000.00	\$ 10,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,500.00	\$ 15,000.00
117	806(A)	32 MH Pole 50' TS & 10' LMA (G. St.)	EA	2.00	\$ 7,000.00	\$ 14,000.00	\$ 10,500.00	\$ 21,000.00	\$ 12,000.00	\$ 24,000.00
118	806(A)	Pole & 40' Mast Arm (G. St.)	EA	2.00	\$ 4,700.00	\$ 9,400.00	\$ 7,000.00	\$ 14,000.00	\$ 7,500.00	\$ 15,000.00
119	806(B)	12' Mtg. Ht. TS. Ped. Pole (G. St.)	EA	4.00	\$ 1,200.00	\$ 4,800.00	\$ 700.00	\$ 2,800.00	\$ 750.00	\$ 3,000.00
120	809(A)	Roadway Luminaire	EA	4.00	\$ 550.00	\$ 2,200.00	\$ 1,000.00	\$ 4,000.00	\$ 1,100.00	\$ 4,400.00
121	811	I/C No. 6 Electrical Conduit	LF	600.00	\$ 1.00	\$ 600.00	\$ 2.25	\$ 1,350.00	\$ 3.00	\$ 1,800.00
122	811	I/C No. 10 Electrical Conduit	LF	3,340.00	\$ 0.75	\$ 2,505.00	\$ 1.20	\$ 4,008.00	\$ 1.30	\$ 4,342.00
123	811	2/C Shielded No. 12 Electrical Conduit	LF	500.00	\$ 1.25	\$ 625.00	\$ 1.20	\$ 600.00	\$ 1.30	\$ 650.00
124	824(A)	Master Controller	EA	1.00	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
125	828	(PI) Detection System (Video)	LS	1.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 43,000.00	\$ 43,000.00
126	830	Pedestrian Push Button	EA	6.00	\$ 2,000.00	\$ 12,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,600.00	\$ 9,600.00
127	831	1Way 3Sec. Adj. Sig. HD. S-6	EA	12.00	\$ 550.00	\$ 6,600.00	\$ 700.00	\$ 8,400.00	\$ 700.00	\$ 8,400.00
128	831	1Way 3Sec. Adj. Sig. HD. S-9	EA	2.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 650.00	\$ 1,300.00
129	831	1Way 2Sec. Adj. Ped. Sig. HD. S-20	EA	6.00	\$ 500.00	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 550.00	\$ 3,300.00
130	833	Backplate	EA	14.00	\$ 70.00	\$ 980.00	\$ 100.00	\$ 1,400.00	\$ 120.00	\$ 1,680.00
131	834(A)	5/C Traffic Signal Electrical Cable	LF	4,018.00	\$ 1.20	\$ 4,821.60	\$ 1.40	\$ 5,625.20	\$ 1.50	\$ 6,027.00
132	834(A)	7/C Traffic Signal Electrical Cable	LF	500.00	\$ 1.50	\$ 750.00	\$ 2.00	\$ 1,000.00	\$ 2.00	\$ 1,000.00
133	834(A)	9/C Traffic Signal Electrical Cable	LF	1,038.00	\$ 1.80	\$ 1,868.40	\$ 2.50	\$ 2,595.00	\$ 2.50	\$ 2,595.00
134	834(A)	12/C Traffic Signal Electrical Cable	LF	500.00	\$ 2.10	\$ 1,050.00	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
135	834(A)	15/C Traffic Signal Electrical Cable	LF	500.00	\$ 2.40	\$ 1,200.00	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00
136	840(B)	E.P.S. Optical Detector	EA	6.00	\$ 550.00	\$ 3,300.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00
137	850(A)	Sheet Aluminum Signs	SF	18.00	\$ 15.00	\$ 270.00	\$ 35.00	\$ 630.00	\$ 40.00	\$ 720.00
138	856(A)	Traffic Stripe (Multi-Poly) (4" Wide)	LF	13,933.00	\$ 0.60	\$ 8,359.80	\$ 0.80	\$ 11,146.40	\$ 0.60	\$ 8,359.80
139	856(B)	Traffic Stripe (Multi-Poly) (Sym. Wrd. Etc.)	EA	6.00	\$ 225.00	\$ 1,350.00	\$ 200.00	\$ 1,200.00	\$ 225.00	\$ 1,350.00
140	857(A)	Construction Traffic Stripe	LF	8,400.00	\$ 0.20	\$ 1,680.00	\$ 0.25	\$ 2,100.00	\$ 0.30	\$ 2,520.00
141	877(A)	Portable Longitudinal Barrier	LF	5,306.00	\$ 15.00	\$ 79,590.00	\$ 2.00	\$ 10,612.00	\$ 14.00	\$ 74,284.00
142	880(J)	Construction Traffic Control	LS	1.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID					\$	5,640,608.12	\$	5,625,989.10	\$	6,591,700.76

I CERTIFY THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE BID PROPOSALS RECEIVED ON JUNE 30, 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 OR ALL BIDS.


 Thomas D. Hendrix, P.E. City Engineer Date

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of Engineering and Construction
Subject: Consideration and Possible approval of Change Order MQ01 for Country Aire Estates IV & VI Milling and Overlay, project located South of Kenosha Street and East of Olive Avenue, within the Western Half of Section 9, Township 18, Range 14

Background: The City has contracted with A&A Asphalt, Inc. to perform Mill and Overlay work in two of the Country Aire Subdivisions. The project included cold milling pavement, asphalt street patching, Type "B" asphalt overlay, Type "A" aggregate base, manhole adjustment, and removal and replacement of some deteriorated curb and gutter, sidewalks and minor amount of driveways. The contract price was \$688,932.00 with a construction time of 60 calendar days. The amount set aside for this project in the 2008 GO Bond was \$1,300,000.00.

After construction started, it became apparent that the conditions of certain parts of the roadway was worse than expected and to ensure the roadway is suitably repaired to City Standards the following increases in quantities are needed: Full depth street patch area increased approximately 62% for an additional 4400 SY (\$184,800.00); Removal and replacement of curb and gutters doubled adding an additional 2251 LF (\$49,522); Removal and replacement of sidewalks and portions of driveways which are broken and compromising the street subgrade will increase those items an additional \$27,315.00. In addition, it has been determined that an error was made preparing the plans which inadvertently omitted the asphalt overlay quantity on segments of three streets. This requires an additional 24%, or 900 tons, of asphalt quantity (\$57,555.00). Total projected overruns for all of the above items total \$319,192.00. This is a unit price contract; all of the increases above are of existing unit price quantities, so this quantity increase is not limited by the 15 percent change order limitation in the State contracting regulations (Competitive Bidding Act). If approved, this change will increase the contract price to \$1,008,124.00 and increase the construction time to 90 calendar days. Funding will come from the 2008 GO Bond.

Cost: \$319,192.00

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: Major Quantity Change Number MQ01

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

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

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

APPLICATION FOR APPROVAL OF "MAJOR" CHANGE OF QUANTITY

Name: A & A Asphalt

Contract Number: ST1111

Location: Country Aire Milling and Overlay

Date: January 30, 2012

Major Quantity Change Number MQ01

Approval is requested for the following major changes:

1. Total Number of Days Added by this Quantity Change: 30
2. Revised Contract Quantities in accordance with the table below.
3. Design Error: Adjustment of Superpave, Type (S4) Asphalt Contract Quantities.

Which are necessary for the following reasons:

1. Thirty (30) days are added by this change order to complete the work.
2. Extensive deterioration of Curb and Gutter, Driveways and Asphalt has caused subgrade destabilization requiring additional roadway patching, resulting in an increase to the contract quantities. The additions listed below are needed to adjust the Contract Quantities to those needed in the field to complete this project according to the City of Broken Arrow Standard Construction Specification.
3. While compiling quantities during the design phase, a portion of the contract quantities for Superpave, Type (S4) Asphalt was inadvertently left out of the original calculations resulting in an underestimation of the original asphalt quantities in the following locations: 3113 to 2725 W. College St., 201 to 309 N. Indianwood Ave. and 201 to 309 N. Hemlock Ave. The asphalt quantity listed below is needed to adjust the contract quantities to those estimated in the field to complete the work according to the locations identified in the Contract Drawings.

Additions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
411 (C)	Superpave, Type S4 Insoluble	TN	\$63.95	900.00	\$57,555.00
609 (B)	Remove and Replace Combination Curb & Gutter	LF	\$22.00	2,251.00	\$49,522.00
610 (A)	Remove and Replace Sidewalk - 4" Thick	SY	\$50.00	96.50	\$4,825.00
610 (B)	Remove and Replace Concrete Driveway (HES)	SY	\$65.00	346.00	\$22,490.00
SP	Asphalt Street Patch	SY	\$42.00	4,400.00	\$184,800.00
				Total Additions:	\$319,192.00

Deletions to the original contract:

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

This Change is a Net Overrun: \$319,192.00

Submitted: _____ Engineer Date: _____

Approved: _____ Contractor Date: _____

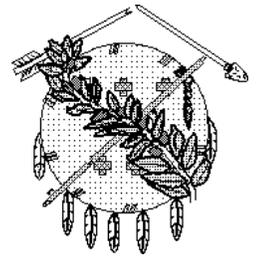
Recommended/Approved: _____ Director, Engr. & Const. Date: _____

Approved: _____ City Manager Date: _____

This change brings the project up to date on all issues of cost increases and time increases as of: 01/30/12

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

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the Director of Engineering and Construction
Subject: Approval of and Authorization to Execute Work Order W06 on the Portland Cement Concrete Street Repair contract for sidewalk improvements on 9th Street from Omaha to Albany

Background: The City of Broken Arrow has contracted with Earth Smart Construction, Inc. for miscellaneous concrete items and repairs within the City under a contract titled "Portland Cement Concrete Street Repair Contract." The contract amount is \$184,895.00 to be executed as needed within a 365 day period.

This Work Order Number W06 provides for sidewalk improvements (767 Square Yards) and ADA sidewalk ramps (5 each) along the east side of 9th Street (Lynn Lane) from Kansas Street to East Dover Place (approximately 1,379 lineal feet). This work will improve pedestrian access and ADA compliance along this portion of the roadway which was recently widened. This work is considered part of the 9th Street Widening (Omaha-Albany), Project ST0529, and will be funded from the 2004 Bond Issue for Streets.

Cost: \$29,345.00

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

Reviewed By: Streets and Stormwater Department
Legal Department

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

Attachments: Work Order Number W06

Recommendation: Approve and authorize execution of Work Order Number W06 to Portland Cement Concrete Street Repair contract.

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

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

WORK ORDER

Name: Earth Smart Construction, Inc. Contract Number: N/A

Project # ST0529 Account # 058-5300-431-7015

Start Date: January 25, 2012 Work Order # W06

The Contractor is directed to complete the following:

1. Total Number of Days Allowed for this Work Order: 30
2. The areas to be repaired have been reviewed with the contractor and are marked with paint. The quantities listed below are agreed to by both parties. The general locations and quantities are as follows: Install 767 SY of Formed Concrete Sidewalk along the East side of Lynn Lane from Kansas St. to East Dover Pl. for approximately 1,379 LF and install five (5) ADA Handicap Ramps.

Work Order Additions:

Item #	Item	Unit	Price	Quantity	Amount
SP-18	Formed Concrete Sidewalk (More than 200 Ft. in Length), In Place	SY	\$35.00	767.00	\$26,845.00
SP-19	Install Handicap Ramp (Type "B") with ADA Tactile Warning System	EA	\$500.00	5.00	\$2,500.00
Total Additions:					\$29,345.00

Work Order Deletions:

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

Total Work Order Price: \$29,345.00

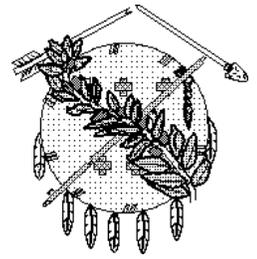
Submitted By: _____ Project Engineer Date: _____

Recommended: _____ Contractor Date: _____

Approved: _____ Director Eng. & Const. Date: _____

Approved: _____ City Manager Date: _____

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Ratify execution of a Right of Way Agreement (easement) to Oklahoma Natural Gas Company over a City easement to provide gas service for an emergency generator at Indian Springs Lift Station

Background: The Indian Springs Lift Station, located north of the Baseball Fields in Indian Springs Sports Complex, was required to be upgraded and an emergency generator provided to comply with an ODEQ consent order. In order to provide gas service for the emergency generator being installed, ONG will use a general utility easement from Indian Springs 4th Addition Extended, as well as an easement from the City where the gas line will cross the City sewer easement. The City easement to ONG is attached. Because time was critical to the generator installation, the Mayor was requested to sign the City easement in advance of the City Council meeting. Staff recommends that the Council ratify the Mayor's execution of the City easement to ONG.

Cost: None

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

Reviewed By: Legal Department
Finance Department
Utilities Department

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

Attachments: Right of Way Agreement

Recommendation: Ratify the execution of a Right of Way Agreement to Oklahoma Natural Gas to provide gas service to the emergency generator at the Indian Springs Lift Station.

KDS:tdh

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

RIGHT OF WAY AGREEMENT

Form 428 (1-00)

THIS AGREEMENT, made and entered into by and between The CITY of BROKEN ARROW, OKLAHOMA, a municipal corporation hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK, Inc., an Oklahoma corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 10.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of TULSA, State of OKLAHOMA, and more particularly identified and described as follows, to-wit:

A 20 foot wide, centerline easement located in both the NE/4 & SE/4 of Sec.10-T17N-R14E, said easement being described as follows: Beginning at a point 2568.86' South and 2712.12' East of the NW/cor of said Sec.10; thence S67°44'38"E for 333.79'; thence S88°54'06"E a distance of 120' to a point of ending. The aforementioned easement and pipeline is for the sole use of the City of Broken Arrow.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING;

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 24th day of

January, 2012.

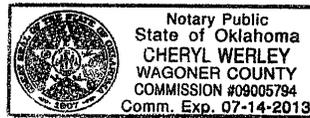
The CITY OF BROKEN ARROW, OKLAHOMA

By: [Signature]

Title Mayor

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

(Non-Individuals)



This instrument was acknowledged before me on the 24th day of January, 2012, by

Mike Lester as Mayor of

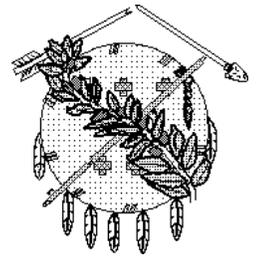
Broken Arrow, Oklahoma a(n) Municipal Corporation

My Commission Expires: 7/14/13

[Signature]
NOTARY PUBLIC

Commission # 09005794

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: Acceptance of a Deed of Dedication and Utility Easement located in a tract of land belonging to Halle Properties, LLC, located on Part of Lot 2, Block 1, Blocks 1, 2 and 3 of the Arrow Village Addition Plat No. 2352, just west of 9th Street (Lynn Lane) and south of Kenosha Street (71st Street), Broken Arrow (NW/4 Section 11, T18N, R14E) (PUD-211/ST11-133)

Background: Halle Properties, LLC owns the above referenced property and is selling it to Discount Tire Company (DTC). DTC intends to develop a new tire retail store located at 1001 E. Kenosha Street. DTC plans to demolish the entire site except for the two existing drives serving the site. They currently have over 700 locations throughout the country. They have been in business for over forty years and have annual sales exceeding \$2 Billion.

The property is already platted but additional rights-of-way, 5 feet on Kenosha Street and 15 feet on 9th Street are being dedicated. An additional 22.5 feet utility easement is also being provided by separate instrument. These documents are attached and have been reviewed by City staff.

City staff recommends approval of the dedication and utility easement.

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: Deed of Dedication
Exhibit A
Exhibit B
Utility Easement
Exhibit A

Recommendation: Accept the Deed of Dedication and Utility Easement.

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

DEED OF DEDICATION
CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT 'A' AND EXHIBIT 'B'

together with all the improvements thereon and appurtenances there-unto belonging.

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

DATED this 1st day of December 2011.

HALLE PROPERTIES, LLC

By: [Signature]

James Silhasek, Agent

State of Arizona)
)ss.
County of Maricopa)

Before me, the undersigned Notary Public, in and for said County and State, on this 1 day of December 2011, personally appeared James Silhasek known to me to be the identical person(s) who subscribed the name of the HALLE PROPERTIES, LLC thereof to the foregoing instrument as its AGENT and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 2/19/2014

[Signature]
Notary Public

Approved as to Form:

Asst. [Signature]
City Attorney

Approved as to Substance:

City Manager

Engineer [Signature] checked: [Signature] 12-28-11
Project: _____

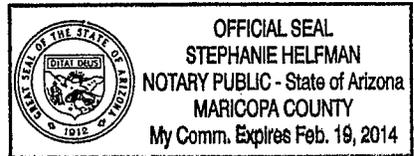


EXHIBIT A

5 FOOT RIGHT OF WAY DEDICATION

A tract of land that is part of Lot Two (2), Block One (1) of BLOCKS 1, 2 AND 3, ARROW VILLAGE ADDITION, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the plat recorded as Plat No. 2352, being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 2;

THENCE North 00°01'11" West, along the west line of said Lot 2 and the east right of way line of Lynn Lane (North 9th Street), a distance of 678.41 feet to the most southerly northwest corner of said Lot 2;

THENCE North 45°00'58" East, along the northwesterly line of said Lot 2, a distance of 115.32 feet to the POINT OF BEGINNING;

THENCE continuing North 45°00'58" East, along the northwesterly line of said Lot 2, a distance of 7.07 feet to the most northerly northwest corner of said Lot 2 and a point on the south right of way line of East Kenosha Street (East 71st Street South);

THENCE South 89°56'51" East, along the north line of said Lot 2 and said south right of way line, a distance of 150.00 feet;

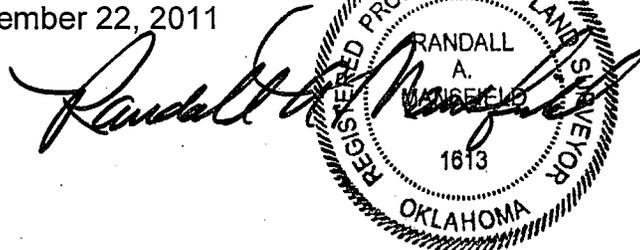
THENCE South 00°03'09" West a distance of 5.00 feet;

THENCE North 89°56'51" West, parallel with the north line of said Lot 2, a distance of 154.99 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 762 square feet or 0.0175 acres, more or less.

The basis of bearings for this legal description was the bearing of North 00°01'11" West as the west line of Lot 2 Block 1, BLOCKS 1, 2 AND 3 ARROW VILLAGE as shown on said plat.

Prepared by: Randall A. Mansfield, Professional Land Surveyor No. 1613
Smith Roberts Baldischwiler - 7100 SE 10th Street - OKC, OK 73104
November 22, 2011



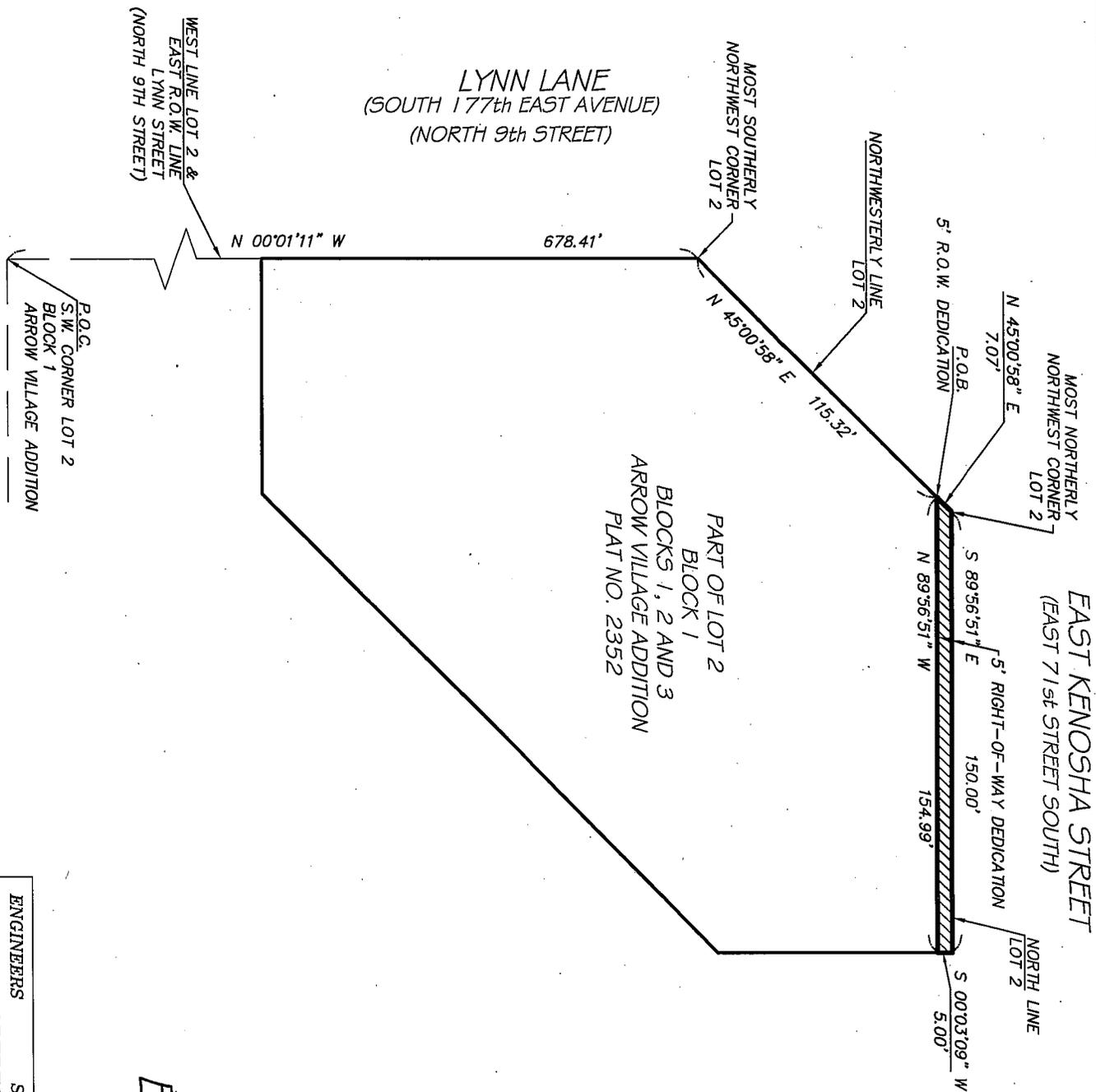


EXHIBIT A
NOT TO SCALE

ENGINEERS SURVEYORS PLANNERS
SMITH ROBERTS BALDISCHWILLER, LLC
 100 NE 5th STREET - OKLAHOMA CITY, OKLAHOMA 73104
 TELEPHONE (405) 840-7094

EXHIBIT B

15 FOOT RIGHT OF WAY DEDICATION

A tract of land that is part of Lot Two (2), Block One (1) of BLOCKS 1, 2 AND 3, ARROW VILLAGE ADDITION, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the plat recorded as Plat No. 2352, being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 2;

THENCE North 00°01'11" West, along the west line of said Lot 2 and the east right of way line of Lynn Lane (North 9th Street), a distance of 528.41 feet to the POINT OF BEGINNING;

THENCE continuing North 00°01'11" West, along said west line, a distance of 150.00 feet to the most southerly northwest corner of said Lot 2;

THENCE North 45°00'58" East, along the northwesterly line of said Lot 2, a distance of 21.20 feet;

THENCE South 00°01'11" East, parallel with the west line of said Lot 2, a distance of 164.98 feet;

THENCE South 89°58'49" West a distance of 15.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 2,362 square feet or 0.0542 acres, more or less.

The basis of bearings for this legal description was the bearing of North 00°01'11" West as the west line of Lot 2 Block 1, BLOCKS 1, 2 AND 3 ARROW VILLAGE as shown on said plat.

Prepared by: Randall A. Mansfield, Professional Land Surveyor No. 1613
Smith Roberts Baldischwiler - 100 NE 5th Street - OKC, OK 73104
November 22, 2011





EAST KENOSHA STREET
(EAST 71st STREET SOUTH)

LYNN LANE
(SOUTH 177th EAST AVENUE)
(NORTH 9th STREET)

NORTHWESTERLY LINE
LOT 2

MOST SOUTHERLY
SOUTHWEST CORNER
LOT 2

15' RIGHT-OF-WAY DEDICATION

WEST LINE LOT 2 &
EAST R.O.W. LINE
LYNN STREET
(NORTH 9th STREET)

15' R.O.W. DEDICATION
P.O.B.

N 00°01'11" W
528.41'

N 00°01'11" W 150.00'

S 00°01'11" E 164.98'

N 45°00'58" E
21.20'

S 89°58'49" W
15.00'

PART OF LOT 2
BLOCK 1
BLOCKS 1, 2 AND 3
ARROW VILLAGE ADDITION
PLAT NO. 2352

P.O.C.
S.W. CORNER LOT 2
BLOCK 1
ARROW VILLAGE ADDITION

EXHIBIT B
NOT TO SCALE

ENGINEERS SURVEYORS PLANNERS
SMITH ROBERTS BALDISCHWILLER, LLC
100 NE 5th STREET - OKLAHOMA CITY, OKLAHOMA 73104
TELEPHONE (405) 840-7094

EXHIBIT A

22.5 FOOT UTILITY EASEMENT

A strip of land being a part of Lot Two (2), Block One (1) of BLOCKS 1, 2 AND 3, ARROW VILLAGE ADDITION, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the plat recorded as Plat No. 2352, being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 2;

THENCE North $00^{\circ}01'11''$ West, along the west line of said Lot 2 and the east right of way line of Lynn Lane (North 9th Street), a distance of 528.41 feet;

THENCE North $89^{\circ}58'49''$ East a distance of 15.00 feet to the POINT OF BEGINNING;

THENCE North $00^{\circ}01'11''$ West, parallel with the west line of Lot 2 in said Block 1, a distance of 164.98 feet to a point on the northwesterly line of said Lot 2;

THENCE North $45^{\circ}00'58''$ East, along said northwesterly line, a distance of 94.12 feet;

THENCE South $89^{\circ}56'51''$ East, parallel with the north line of said Lot 2, a distance of 154.99 feet;

THENCE South $00^{\circ}03'09''$ West a distance of 22.50 feet;

THENCE North $89^{\circ}56'51''$ West, parallel with the north line of said Lot 2, a distance of 145.67 feet;

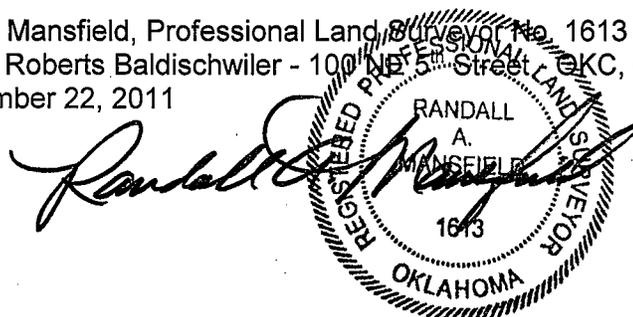
THENCE South $45^{\circ}00'58''$ West, parallel with the northwesterly line of said Lot 2, a distance of 75.47 feet;

THENCE South $00^{\circ}01'11''$ East, parallel with the west line of Lot 2 in said Block 1, a distance of 155.65 feet;

THENCE South $89^{\circ}58'49''$ West a distance of 22.50 feet to the POINT OF BEGINNING

The basis of bearings for this legal description was the bearing of North $00^{\circ}01'11''$ West as the west line of Lot 2 Block 1, BLOCKS 1, 2 AND 3 ARROW VILLAGE as shown on said plat.

Prepared by: Randall A. Mansfield, Professional Land Surveyor No. 1613
Smith Roberts Baldischwiler - 100 NE 5th Street, OKC, OK 73104
November 22, 2011





LYNN LANE
(SOUTH 177th EAST AVENUE)
(NORTH 9th STREET)

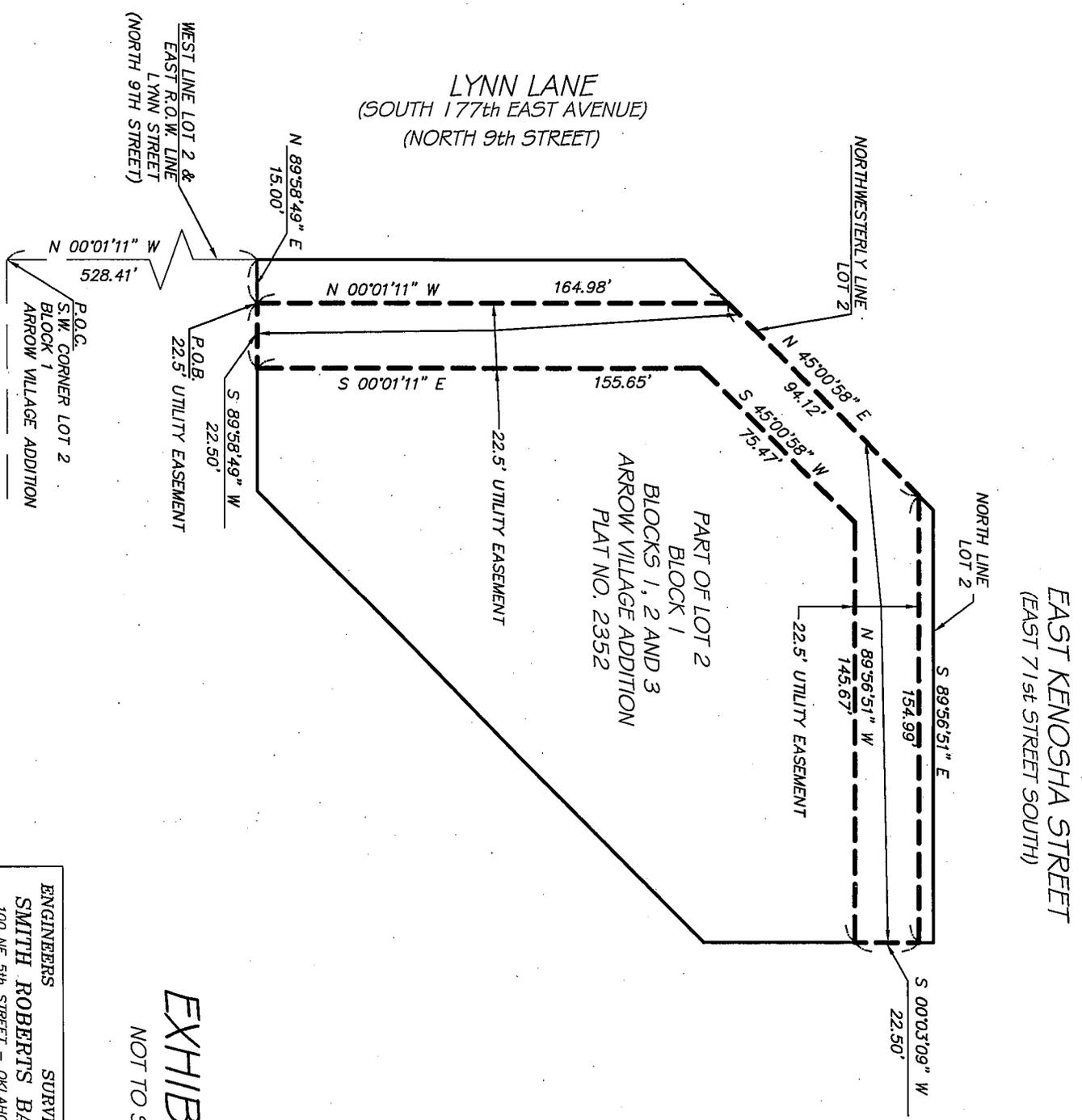


EXHIBIT A
NOT TO SCALE

ENGINEERS SURVEYORS PLANNERS
SMITH ROBERTS BALDISCHWILER, LLC
100 NE 5th STREET - OKLAHOMA CITY, OKLAHOMA 73104
TELEPHONE (405) 840-7094

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/27/2010	42	ARROW SAFE AND LOCK INC	PI7280	62253	010-3001-421.60-18 1/27/2010 TOTAL - CUMULATIVE TOTAL -	16.90 16.90 16.90
11/15/2010	734	WINFIELD SOLUTIONS, LLC	PI7136	000056033089	010-6000-451.60-34 11/15/2010 TOTAL - CUMULATIVE TOTAL -	450.00 - 450.00 - 433.10 -
8/16/2011	734	WINFIELD SOLUTIONS, LLC	PI7137	000057216217	010-6000-451.60-34 8/16/2011 TOTAL - CUMULATIVE TOTAL -	613.20 613.20 180.10
8/18/2011	734	WINFIELD SOLUTIONS, LLC	PI7138	000057226374	010-6000-451.60-34 8/18/2011 TOTAL - CUMULATIVE TOTAL -	215.76 215.76 395.86
8/23/2011	734	WINFIELD SOLUTIONS, LLC	PI7139	000057234760	010-6000-451.60-34 8/23/2011 TOTAL - CUMULATIVE TOTAL -	267.75 267.75 663.61
9/30/2011	370	AIRGAS INC	PI6806	106486268	010-3502-422.60-23 9/30/2011 TOTAL - CUMULATIVE TOTAL -	645.96 645.96 1,309.57
10/10/2011	5426	MTM RECOGNITION CORPORATION	PI6939	5568793	010-3001-421.60-10 10/10/2011 TOTAL - CUMULATIVE TOTAL -	75.88 75.88 1,385.45
10/12/2011	734	WINFIELD SOLUTIONS, LLC	PI7140	000057338866	010-6000-451.60-34 10/12/2011 TOTAL - CUMULATIVE TOTAL -	410.64 410.64 1,796.09
10/13/2011	734	WINFIELD SOLUTIONS, LLC	PI7141	000057340823	010-6000-451.60-34 10/13/2011 TOTAL - CUMULATIVE TOTAL -	230.79 230.79 2,026.88
10/17/2011	232	GALL INC,ACCT# 12321345	PI7281 PI7282	511696256C 511696320C	010-3001-421.60-10 010-3001-421.60-23 10/17/2011 TOTAL - CUMULATIVE TOTAL -	41.97 - 894.90 - 936.87 - 1,090.01
10/26/2011	4997	HARRIS CORPORATION	PI6940 PI6941	93092172 93092172	010-1103-419.60-24 010-3501-422.60-50 10/26/2011 TOTAL - CUMULATIVE TOTAL -	524.30 1,358.91 1,883.21 2,973.22
11/04/2011	9277	CROSSVILLE INC DBA	PI7146	163712	010-3501-422.60-18 11/04/2011 TOTAL - CUMULATIVE TOTAL -	113.78 113.78 3,087.00
11/07/2011	9129	PROSOURCE OF TULSA LLC	PI7145	PS010138	010-3501-422.60-18 11/07/2011 TOTAL - CUMULATIVE TOTAL -	328.00 328.00 3,415.00

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VENDOR ACCT#	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
11/14/2011	232	GALL INC	12321345	PI7283	511765123	010-3001-421.60-10	746.89
				PI7284	511765123	010-3001-421.60-10	3,144.32
				PI7285	511765123	010-3001-421.60-24	1,992.03
						11/14/2011 TOTAL	5,883.24
						CUMULATIVE TOTAL	9,298.24
11/15/2011	232	GALL INC	12321345	PI7286	511771124	010-3001-421.60-10	707.30
				PI7287	511771124	010-3001-421.60-10	1,373.69
						11/15/2011 TOTAL	2,080.99
						CUMULATIVE TOTAL	11,379.23
11/20/2011	232	GALL INC	12321345	PI7288	511778887	010-3001-421.60-10	1,989.35
						11/20/2011 TOTAL	1,989.35
						CUMULATIVE TOTAL	13,368.58
11/22/2011	232	GALL INC	12321345	PI7289	511780968C	010-3001-421.60-10	241.89
				PI7290	511784244C	010-3001-421.60-10	921.62
				PI7291	511784248	010-3001-421.60-10	131.89
				PI7292	511784249C	010-3001-421.60-10	415.92
						11/22/2011 TOTAL	1,711.32
						CUMULATIVE TOTAL	11,657.26
11/23/2011	232	GALL INC	12321345	PI7293	511784253C	010-3001-421.60-10	464.61
				PI7294	511784259C	010-3001-421.60-10	1,319.63
						11/23/2011 TOTAL	1,784.24
						CUMULATIVE TOTAL	9,873.02
11/30/2011	5941	LOWES		PI6810	14610-	010-3501-422.60-23	3.92
						11/30/2011 TOTAL	3.92
						CUMULATIVE TOTAL	9,869.10
12/08/2011	232	GALL INC	12321345	PI7295	511825057C	010-3001-421.60-10	119.97
				PI7296	511828347C	010-3001-421.60-10	79.98
				PI7297	511828348	010-3001-421.60-10	107.97
				PI7298	511828349C	010-3001-421.60-10	51.99
				PI7299	511828350	010-3001-421.60-10	1,167.89
				PI7300	511828372C	010-3001-421.60-10	103.98
				PI7301	511828373C	010-3001-421.60-10	103.98
						12/08/2011 TOTAL	1,735.76
						CUMULATIVE TOTAL	8,133.34
12/14/2011	232	GALL INC	12321345	PI7302	511841196C	010-3001-421.60-10	51.99
						12/14/2011 TOTAL	51.99
						CUMULATIVE TOTAL	8,081.35
12/21/2011	4311	UNITED FORD		PI6946	1706641	010-5300-431.60-20	200.41
						12/21/2011 TOTAL	200.41
						CUMULATIVE TOTAL	8,281.76
12/28/2011	4311	UNITED FORD		PI6947	CM1706641	010-5300-431.60-20	70.00
						12/28/2011 TOTAL	70.00
						CUMULATIVE TOTAL	8,211.76

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/30/2011	68	BOUND TREE MEDICAL	PI7149	80693324	010-3502-422.60-24	1,085.50
12/30/2011	278	PHYSIO-CONTROL INC	PI6942	112078918	010-3502-422.60-24	1,288.60
					12/30/2011 TOTAL	2,374.10
					CUMULATIVE TOTAL	10,585.86
1/03/2012	8702	ERGON ASPHALT & EMULSIONS	PI7021	9400849918	010-5300-431.60-80	1,329.87
					1/03/2012 TOTAL	1,329.87
					CUMULATIVE TOTAL	11,915.73
1/04/2012	68	BOUND TREE MEDICAL	PI6819	80694543	010-3502-422.60-23	77.60
1/04/2012	116	CHIEF FIRE & SAFETY CO INC	PI7035	170427	010-3501-422.60-31	305.70
1/04/2012	232	GALL INC,ACCT# 12321345	PI7040	511888089	010-3001-421.60-10	759.96
1/04/2012	956	CASTERS OF OKLAHOMA INC	PI7046	00170207	010-3501-422.60-23	70.80
					1/04/2012 TOTAL	1,214.06
					CUMULATIVE TOTAL	13,129.79
1/05/2012	71	BROKEN ARROW ELECTRIC INC	PI6822	S1429674001	010-5110-437.60-35	47.04
1/05/2012	240	GRAINGER INC	PI7050	9722315620	010-3501-422.60-20	86.14
			PI7051	9722315620	010-3501-422.60-20	420.80
1/05/2012	244	GREEN ACRE SOD FARMS DBA	PI7031	86994	010-6000-451.60-70	65.00
1/05/2012	1581	MID CONTINENT CONCRETE CO	PI6875	1267999	010-6000-451.60-27	422.50
					1/05/2012 TOTAL	1,041.48
					CUMULATIVE TOTAL	14,171.27
1/06/2012	37	ANCHOR STONE CO	PI6871	120009909	010-5300-431.60-80	146.02
1/06/2012	8702	ERGON ASPHALT & EMULSIONS	PI6862	9400850934	010-5300-431.60-80	506.01
1/06/2012	8967	OPTICS PLANET INC.	PI6986	2614203	010-3001-421.60-11	358.80
			PI6987	2614203	010-3001-421.60-23	129.98
					1/06/2012 TOTAL	1,140.81
					CUMULATIVE TOTAL	15,312.08
1/07/2012	420	APAC-CENTRAL, INC	PI6820	7000426024	010-5300-431.60-80	247.14
			PI6880	7000426025	010-5300-431.60-80	145.66
					1/07/2012 TOTAL	392.80
					CUMULATIVE TOTAL	15,704.88
1/08/2012	7165	BEST LIGHTING SUPPLY	PI6829	40033266	010-6004-451.60-18	52.00
					1/08/2012 TOTAL	52.00
					CUMULATIVE TOTAL	15,756.88
1/09/2012	71	BROKEN ARROW ELECTRIC INC	PI6825	S1430720001	010-5110-437.60-35	32.72
1/09/2012	240	GRAINGER INC	PI6826	S1430742001	010-5110-437.60-35	9.41
1/09/2012	515	T & W TIRE	PI7052	97424313995CM	010-3501-422.60-20	86.14
			PI7056	4856380	010-3501-422.60-19	1,593.96
			PI7057	4856380	010-3501-422.60-20	45.00
1/09/2012	5871	I. D. EDGE, INC.	PI7047	56728	010-1700-419.60-23	316.50
1/09/2012	8702	ERGON ASPHALT & EMULSIONS	PI6863	9400851410	010-5300-431.60-80	485.57
			PI6864	9400851411	010-5300-431.60-80	500.90
					1/09/2012 TOTAL	2,897.92
					CUMULATIVE TOTAL	18,654.80

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/10/2012	71	BROKEN ARROW ELECTRIC INC	PI6827	S1429519001	010-5110-437.60-23	3.91
1/10/2012	197	ENLOW FORD TRACTOR INC	PI6990	S1428806001	010-3501-422.60-18	14.02
1/10/2012	240	GRAINGER INC	PI7070	143046	010-5105-432.60-20	31.05
1/10/2012	244	GREEN ACRE SOD FARMS DBA	PI7069	9726069967	010-5105-432.60-20	101.38
1/10/2012	1842	BROWNELLS INC	PI7033	87020	010-6003-451.60-70	46.85
1/10/2012	4213	EQUIPMENT TECHNOLOGY INC DBA	PI7034	87021	010-6003-451.60-70	65.00
1/10/2012	5168	AMC INDUSTRIES INC	PI7055	0720291000	010-3001-421.60-32	65.00
1/10/2012	8464	EASTON SOD FARMS INC	PI7037	3040374	010-6000-451.60-20	346.25
1/10/2012	8702	ERGON ASPHALT & EMULSIONS	PI6830	200705	010-6003-451.60-18	24.55
1/10/2012	9311	OLLA LLC DBA PICKBALL CENTRAL.	PI6813	239109	010-6000-451.60-70	2.91
			PI6814	239116	010-6000-451.60-70	65.00
			PI6865	9400851607	010-6000-451.60-80	65.00
			PI7068	12427	010-5300-431.60-80	398.68
					1/10/2012 TOTAL	131.98
					CUMULATIVE TOTAL	1,361.58
						20,016.38
1/11/2012	35	A&N TRAILER PARTS INC	PI6856	00210822	010-5300-431.60-20	5.00
1/11/2012	278	PHYSIO-CONTROL INC	PI6963	112081766	010-3502-422.60-23	1,806.00
1/11/2012	399	LOCKE SUPPLY COMPANY	PI6858	1697749500	010-3501-422.60-23	34.89
1/11/2012	463	ZEE MEDICAL SERVICES INC	PI6815	0021052792	010-6002-451.60-23	73.75
1/11/2012	4311	UNITED FORD	PI6857	1716754	010-3001-421.60-20	104.03
1/11/2012	5426	MTM RECOGNITION CORPORATION	PI7009	CM1707238	010-3001-421.60-20	100.00
1/11/2012	5720	BSN SPORTS/SPORT SUPPLY GROUP	PI6985	55829771	010-3501-422.60-10	194.41
1/11/2012	5941	LOWES	PI7059	94432543	010-6002-451.60-23	221.10
1/11/2012			PI7060	94432543	010-6002-451.60-33	236.29
1/11/2012			PI6834	02419	010-6000-451.60-18	3.86
1/11/2012			PI6835	10349	010-6003-451.60-23	10.98
1/11/2012			PI6837	11241	010-6000-451.60-23	14.62
1/11/2012			PI6838	12670	010-6000-451.60-18	.75
1/11/2012			PI6843	14931	010-3501-422.60-23	147.26
1/11/2012			PI6844	73788	010-3501-422.60-24	509.08
1/11/2012	8702	ERGON ASPHALT & EMULSIONS	PI6866	9400852053	010-5300-431.60-80	424.23
					1/11/2012 TOTAL	3,686.25
					CUMULATIVE TOTAL	23,702.63
1/12/2012	734	WINFIELD SOLUTIONS, LLC	PI7178	000057453614	010-6003-451.60-31	42.91
1/12/2012	1409	SMITH FARM & GARDEN CO	PI7062	576574	010-5300-431.60-20	50.08
1/12/2012			PI7063	576574	010-5300-431.60-20	148.24
1/12/2012			PI7078	576573	010-5300-431.60-20	71.07
1/12/2012	4937	ASSOCIATED PARTS & SUPPLY	PI7079	576573	010-5300-431.60-20	1.66
1/12/2012	5371	ATC FREIGHTLINER GROUP	PI6868	235449	010-3501-422.60-18	54.75
1/12/2012	5941	LOWES	PI7039	63365355	010-5300-431.60-20	83.45
1/12/2012			PI6845	01798	010-6000-451.60-21	8.14
1/12/2012			PI6848	12892	010-6000-451.60-18	15.15
1/12/2012	6656	SOUTH EAST AUTO TRIM INC.	PI6993	01820	010-6000-451.60-18	57.87
1/12/2012	8702	ERGON ASPHALT & EMULSIONS	PI7083	49979	010-3001-421.40-20	225.00
1/12/2012			PI7022	9400852674	010-5300-431.60-80	485.57
					1/12/2012 TOTAL	1,243.89
					CUMULATIVE TOTAL	24,946.52

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/13/2012	92	WHITE STAR MACHINERY & SUPPLY	PI7091	07054942	010-6000-451.60-20	389.22
1/13/2012	399	LOCKE SUPPLY COMPANY	PI6859	1699207300	010-3501-422.60-18	36.47
			PI6860	1699415100	010-6001-451.60-18	5.46
1/13/2012	463	ZEE MEDICAL SERVICES INC	PI6957	0021052800	010-6003-451.60-23	135.05
1/13/2012	1409	SMITH FARM & GARDEN CO	PI7064	5766630	010-5300-431.60-20	1.69-
1/13/2012	1891	TUCKER JANITOR SUPPLIES INC	PI7061	05858700	010-1700-419.60-30	250.00
1/13/2012	5941	LOWES	PI6852	02811	010-5300-431.60-80	5.94
			PI6994	02826	010-6000-451.60-18	8.76
1/13/2012	8702	ERGON ASPHALT & EMULSIONS	PI7023	9400852675	010-5300-431.60-80	56.04
1/13/2012	8967	OPTICS PLANET INC.	PI6988	2681994	010-3001-421.60-11	14.95
					1/13/2012 TOTAL -	900.20
					CUMULATIVE TOTAL -	25,846.72
1/14/2012	420	APAC-CENTRAL, INC	PI6971	700428488	010-5300-431.60-80	297.14
			PI6972	700429329	010-5300-431.60-80	167.72
			PI7048	700428486	010-5300-431.60-80	430.00
					1/14/2012 TOTAL -	894.86
					CUMULATIVE TOTAL -	26,741.58
1/16/2012	71	BROKEN ARROW ELECTRIC INC	PI6991	S1428806002	010-3501-422.60-18	46.77
					1/16/2012 TOTAL -	46.77
					CUMULATIVE TOTAL -	26,788.35
1/17/2012	68	BOUND TREE MEDICAL	PI6962	80701195	010-3502-422.60-23	31.04
1/17/2012	71	BROKEN ARROW ELECTRIC INC	PI6992	S1433801001	010-3501-422.60-18	142.40
			PI7177	S1433496001	010-6000-451.60-23	29.57
1/17/2012	399	LOCKE SUPPLY COMPANY	PI7014	1701237800	010-3501-422.60-18	40.50
			PI7015	1701288400	010-3501-422.60-18	2.18
1/17/2012	463	ZEE MEDICAL SERVICES INC	PI6958	0021052803	010-6003-451.60-23	75.20
			PI6959	0021052804	010-6002-451.60-23	83.35
			PI7158	0021052806	010-1700-419.60-23	161.20
1/17/2012	3558	SOUTHWEST TRAILERS & EQUIPMENT	PI7058	BI40318	010-3501-422.60-19	47.95
1/17/2012	4311	UNITED FORD	PI7208	1720047	010-3501-422.60-20	164.62
1/17/2012	4796	BWI COMPANIES INC.	PI7233	1107884	010-6003-451.60-70	967.66
1/17/2012	5941	LOWES	PI6855	01236	010-6002-451.60-23	24.06
			PI6996	02920	010-6002-451.60-24	130.56
			PI6998	02954	010-6002-451.60-23	10.57
1/17/2012	7644	SOUTHERN AGRICULTURE	PI7027	215941	010-3001-421.60-47	33.48
1/17/2012	8702	ERGON ASPHALT & EMULSIONS	PI7024	9400853609	010-5300-431.60-80	439.57
					1/17/2012 TOTAL -	2,383.91
					CUMULATIVE TOTAL -	29,172.26
1/18/2012	225	FRONTIER INTERNATIONAL INC	PI7094	840063	010-3501-422.60-20	461.81
1/18/2012	251	SHERWIN WILLIAMS CO	PI7018	44927	010-6002-451.60-18	256.72
1/18/2012	4311	UNITED FORD	PI7010	1720689	010-3501-422.60-20	242.96
			PI7011	1720940	010-3001-421.60-20	56.83
1/18/2012	4997	HARRIS CORPORATION	PI6968	93098853	010-1103-419.60-50	366.92
1/18/2012	5168	AMC INDUSTRIES INC	PI7180	201493	010-6003-451.60-18	287.60
1/18/2012	5941	LOWES	PI7002	02174	010-6002-451.60-18	2.17
1/18/2012	7483	LA FERRY'S PROPANE CO.	PI7019	4633	010-5300-431.60-80	34.05
1/18/2012	8702	ERGON ASPHALT & EMULSIONS	PI7025	9400853909	010-5300-431.60-80	464.16

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DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			PI7220	9400853908	010-5300-431.60-80	464.16
					1/18/2012 TOTAL -	2,637.38
					CUMULATIVE TOTAL -	31,809.64
1/19/2012	71	BROKEN ARROW ELECTRIC INC	PI7314	S1434683001	010-3501-422.60-18	6.62
1/19/2012	206	FERGUSON PONTIAC GMC TRUCK	PI7099	113666	010-3501-422.60-20	162.79
1/19/2012	273	QUIKSERVICE STEEL YAFFE	PI7247	121445	010-5300-431.60-20	133.90
1/19/2012	399	LOCKE SUPPLY COMPANY	PI7016	1703364900	010-5110-437.60-24	119.34
1/19/2012	4311	UNITED FORD	PI7012	CM1695651	010-3001-421.60-20	250.00
			PI7013	1720659	010-3001-421.60-20	45.85
1/19/2012	4796	BWI COMPANIES INC.	PI7082	11093082	010-6000-451.60-34	725.00
1/19/2012	6656	SOUTH EAST AUTO TRIM INC.	PI7100	49997	010-3001-421.40-20	50.00
1/19/2012	8702	ERGON ASPHALT & EMULSIONS	PI7026	9400854211	010-5300-431.60-80	520.26
					1/19/2012 TOTAL -	1,513.76
					CUMULATIVE TOTAL -	33,323.40
1/20/2012	19	ALL KILL PEST CONTROL	005536	73568	010-6001-451.40-07	45.00
			005537	73577	010-6002-451.40-07	40.00
			005538	73569	010-6002-451.40-07	40.00
			005539	73574	010-1700-419.40-07	30.00
			005540	73573	010-1700-419.40-07	50.00
			005541	73429	010-6002-451.40-07	35.00
			005542	73604	010-6002-451.40-07	35.00
			005543	73570	010-6001-451.40-07	45.00
			005544	73571	010-6004-451.40-07	50.00
			005545	73455	010-3501-422.40-07	30.00
1/20/2012	88	WEST PUBLISHING COMPANY	005629	824177259	010-0800-415.60-28	2,149.33
1/20/2012	101	WELDON OF TULSA INC	PI7085	74655000	010-3501-422.60-20	136.66
1/20/2012	167	TULSA COUNTY MANAGEMENT SYSTEM	005625	202379	010-1400-419.50-54	30.00
1/20/2012	225	FRONTIER INTERNATIONAL INC	PI7095	840315	010-3501-422.60-20	569.43
1/20/2012	270	RASKA NURSERY INC	PI7098	260333	010-6003-451.60-70	95.60
1/20/2012	308	OVERHEAD DOOR CO	005618	20088237	010-3501-422.40-07	282.25
1/20/2012	654	CITY OF BROKEN ARROW	005585	DEC 2011	010-0000-101.01-00	1,050.00
1/20/2012	734	WINFIELD SOLUTIONS, LLC	PI7179	000057463277	010-6003-451.60-34	467.50
1/20/2012	1007	OKLAHOMA STATE FIREFIGHTERS AS	005617	2012	010-3501-422.60-20	7,504.00
1/20/2012	1249	MYERS TIRE SUPPLY INC	PI7250	24000679	010-3501-422.60-19	41.13
1/20/2012	1962	WAGONER COUNTY	005627	1/17/12	010-1700-419.50-86	26.25
			005628	12/1-31/11	010-1700-419.50-86	276.00
1/20/2012	2385	TULSA DAILY COMMERCE & LEGAL N	005567	384402	010-1700-419.50-05	20.00
1/20/2012	3311	JEMS	005601	JE380097	010-3502-422.60-28	28.00
			005602	JE380136	010-3502-422.60-28	28.00
			005603	JE380110	010-3502-422.60-28	28.00
			005604	JE380084	010-3502-422.60-28	28.00
			005605	JE380058	010-3502-422.60-28	28.00
			005606	JE380123	010-3502-422.60-28	28.00
			005607	JE219931	010-3502-422.60-28	44.00
1/20/2012	3911	YORK ELECTRONICS SYSTEMS INC	PI7232	55431	010-3001-421.40-07	1,683.68
1/20/2012	3955	OKLAHOMA CODE ENFORCEMENT ASSO	005614	720200/2012	010-1400-419.30-85	35.00
			005615	720200/2012	010-1400-419.30-85	35.00
			005616	720200/2012	010-1400-419.30-85	35.00
1/20/2012	4019	MCAFFEE & TAFT	005611	360142	010-0800-415.30-08	44.00

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DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/20/2012	4198	NEIGHBOR NEWSPAPERS	005550	372195	010-1700-419.50-05	123.20
			005551	372199	010-1700-419.50-05	35.00
			005552	372196	010-1700-419.50-05	134.40
			005553	384563	010-1700-419.50-05	12.60
1/20/2012	4311	UNITED FORD	PI7209	CM1720047	010-3501-422.60-20	156.24
1/20/2012	4345	PHILIP REID	005619	FALL 2011	010-3501-422.30-11	544.15
1/20/2012	4513	CUSTOM SERVICES	005546	1172545	010-3001-421.40-07	1,318.50
			005547	264243	010-3001-421.40-07	132.00
1/20/2012	4558	SPORTS TURF MANAGERS ASSOC.	005622	14174/2012	010-6000-451.30-85	75.00
			005623	3944/2012	010-6000-451.30-85	110.00
1/20/2012	5389	TULSA OVERHEAD DOOR CO	005626	30088248	010-3501-422.40-07	125.00
1/20/2012	5770	HENRY SCHEIN INC	PI7159	371590001	010-3502-422.60-23	585.00
1/20/2012	5941	LOWES	PI7183	02668	010-6000-451.60-23	14.22
1/20/2012	6212	MIKE BAZAY	005613	FALL 2011	010-3501-422.30-11	334.30
1/20/2012	6323	STANLEY SPRADLIN	005624	FALL 2011	010-3501-422.30-11	365.79
1/20/2012	7384	BRANDON SMITH	005576	SPRING 2011	010-3501-422.30-11	1,000.00
1/20/2012	7614	PROGRESSIVE MEDICAL INTERNATIO	PI7311	0335547	010-3502-422.60-23	141.70
1/20/2012	7667	CAMPERLAND OF OKLAHOMA LLC	PI7101	4183567	010-3501-422.60-20	90.02
1/20/2012	7921	SPRING CREEK NURSERY	PI7097	70881	010-6003-451.60-70	121.00
1/20/2012	8508	TULSA COUNTY PRINT SHOP	005554	140014706	010-1700-419.50-36	37.60
			005555	140014756	010-1700-419.50-36	50.61
			005556	140014696	010-1700-419.50-36	79.41
			005557	140014697	010-1700-419.50-36	140.59
			005558	140014699	010-1700-419.50-36	122.10
			005559	140014700	010-1700-419.50-36	118.90
			005560	140014701	010-1700-419.50-36	42.49
			005561	140013960	010-1700-419.50-36	50.20
			005562	140013961	010-1700-419.50-36	50.21
			005563	140014463	010-1700-419.50-36	79.41
			005564	140014566	010-1700-419.50-36	78.59
			005565	140014571	010-1700-419.50-36	84.10
			005566	140014573	010-1700-419.50-36	148.36
1/20/2012	8555	BLAZE ENTERPRISES LLC	005575	56	010-3501-422.60-31	300.00
1/20/2012	8919	BRINK'S INCORPORATED	005578	0279140775	010-1104-419.40-28	397.76
			005579	0279170775	010-3001-421.40-28	115.83
			005580	0279150775	010-6002-451.40-28	115.83
			005581	0279190775	010-6002-451.40-28	240.75
1/20/2012	9213	HITCH IT, LLC	PI7008	123456	010-3001-421.60-20	4.00
1/20/2012	99999	MISC-A/R REFUNDS	005610	67844	010-0000-229.15-00	25.00
					1/20/2012 TOTAL	22,206.89
					CUMULATIVE TOTAL	55,530.29
1/21/2012	420	APAC-CENTRAL, INC	PI7167	7000430241	010-5300-431.60-80	607.36
			PI7235	7000430219	010-5300-431.60-80	558.69
					1/21/2012 TOTAL	1,166.05
					CUMULATIVE TOTAL	56,696.34
1/23/2012	206	FERGUSON PONTIAC GMC TRUCK	PI7251	113668	010-3001-421.60-20	108.75
1/23/2012	273	QUIKSERVICE STEEL YAFFE	PI7248	121585	010-5300-431.60-20	80.52
1/23/2012	399	LOCKE SUPPLY COMPANY	PI7212	1704882000	010-6002-451.60-18	114.05
			PI7213	1705218100	010-6002-451.60-18	13.08

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DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/23/2012	4311	UNITED FORD	PI7214	1705334700	010-6002-451.60-18	56.52
1/23/2012	5941	LOWES	PI7210	1722685	010-3001-421.60-20	129.04
			PI7185	02397	010-6000-451.60-18	44.80
			PI7322	02312	010-6000-451.60-23	63.84
1/23/2012	8280	CONRAD FIRE EQUIPMENT INC	PI7252	475848	010-3501-422.60-20	575.86
1/23/2012	8702	ERGON ASPHALT & EMULSIONS	PI7221	9400854970	010-5300-431.60-80	525.36
1/23/2012	9151	CLEAN THE UNIFORM CO OKLAHOMA	005632	50526106	010-6000-451.40-31	52.44
			005633	50526106	010-6003-451.40-31	8.76
			005634	50526095	010-1700-419.40-33	.88
			005638	50526087	010-5300-431.40-31	61.29
			005648	50526122	010-6002-451.40-33	19.10
			005649	50526086	010-5110-437.40-31	42.81
			005650	50526085	010-5105-432.40-31	8.10
			005651	50526105	010-5105-432.40-31	1.00
			005652	50526099	010-1400-419.40-31	9.36
			005653	50526092	010-1415-424.40-31	27.24
			005654	50526081	010-6002-451.40-33	4.10
			005658	50527068	010-5105-432.40-31	8.10
			005663	50527079	010-1700-419.40-33	.88
			005666	50527069	010-5110-437.40-31	42.81
			005677	50527101	010-5110-437.40-31	8.10
			005669	50527070	010-5300-431.40-31	61.29
			005676	50527091	010-6000-451.40-31	52.44
			005677	50527091	010-6003-451.40-31	8.76
1/23/2012	9213	HITCH IT, LLC	PI7204	123456-23	010-5300-431.60-20	29.90
			PI7206	123456-26	010-3504-422.60-20	23.00
					1/23/2012 TOTAL -	2,182.18
					CUMULATIVE TOTAL -	58,878.52
1/24/2012	19	ALL KILL PEST CONTROL	005689	73603	010-6000-451.40-07	30.00
			005690	73612	010-6000-451.40-07	30.00
1/24/2012	101	WELDON OF TULSA INC	PI7254	74680400	010-3001-421.60-20	31.36
1/24/2012	147	FARHAD DAROGA	005704	4/14-17/12	010-1410-419.50-03	284.00
1/24/2012	153	DEPARTMENT OF PUBLIC SAFETY	005702	041206758	010-3006-421.50-54	350.00
1/24/2012	675	CALL ONE INC	005697	255307	010-3006-421.60-24	562.00
			005698	254507	010-3006-421.60-24	17.00
1/24/2012	1349	CUMMINS ALLISON CORP	005701	1156213	010-3001-421.40-55	325.00
1/24/2012	1756	CENTRAL PARK TAG AGENCY	005699	1/24/12	010-1102-419.50-54	500.00
1/24/2012	2116	ARK WRECKING CO OF OKLAHOMA IN	005692	935	010-1400-419.30-87	3,200.00
1/24/2012	3161	BRENT MURPHY	005696	2/29-3/2/12	010-1410-419.50-03	121.00
1/24/2012	3195	NATIONAL EMERGENCY NUMBER ASSO	005713	300004384	010-3006-421.30-85	130.00
1/24/2012	3231	ARBOR DAY FOUNDATION	005691	MEMBERSHIP	010-6003-451.30-85	15.00
1/24/2012	3927	IACP	005706	1610835	010-3001-421.30-85	120.00
1/24/2012	4225	AT&T LANGUAGE LINE SERVICE	005693	2864015	010-3006-421.30-87	109.56
1/24/2012	4366	OKLAHOMA ASSOCIATION OF	005714	2012039	010-3001-421.30-87	700.00
1/24/2012	5445	INTERNATIONAL ASSOCIATION FOR	005707	RECERTIFICATION	010-3008-421.30-85	100.00
1/24/2012	5941	LOWES	PI7190	02591	010-1700-419.60-30	88.68
1/24/2012	7296	CHRIS NIKELS CHRYSLER JEEP DOD	PI7255	165542	010-3001-421.60-20	123.75
1/24/2012	7631	JENNIFER TEEGARDEN	005708	12/9-1/13/12	010-6002-451.40-28	304.00
1/24/2012	8352	JIMMY MCBEE	005709	FALL 2011	010-3001-421.30-11	540.06
1/24/2012	8702	ERGON ASPHALT & EMULSIONS	PI7222	9400855277	010-5300-431.60-80	443.75

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DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/24/2012	9010	UPCHURCH ELECTRICAL SUPPLY CO	PI7223	9400855278	010-5300-431.60-80	81.60
			PI7151	S1574411001	010-6002-451.60-18	14.56
			PI7152	S1574411001	010-6002-451.60-18	.30
			PI7153	S1574508001	010-6002-451.60-18	22.74
			PI7154	S1574508001	010-6002-451.60-18	.46
1/24/2012	9316	OKLAHOMA HEALTH CARE AUTHORITY	005715	OHCA 2011-56	010-3502-422.30-87	523.00
1/24/2012	99999	MISC-A/R REFUNDS	005711	67775	010-0000-229.15-00	20.00
					1/24/2012 TOTAL -	8,787.82
					CUMULATIVE TOTAL -	67,666.34
1/25/2012	79	BROKEN ARROW SENIORS INC	005753	FEB 2012	010-1700-419.50-10	4,041.66
1/25/2012	113	WAGONER COUNTY RURAL WATER #4	005772	126300	010-6005-451.50-23	12.62
1/25/2012	203	FEDERAL EXPRESS CORPORATION	005760	776260440	010-1700-419.50-39	85.88
			005761	776347061	010-1700-419.50-39	425.53
1/25/2012	309	OKLAHOMA NATURAL GAS CO	005765	179333536	010-6000-451.50-24	172.78
			005766	110093891	010-6001-451.50-24	270.88
			005767	252838564	010-3001-421.50-24	942.67
			005768	114839300	010-3001-421.50-24	321.60
			005780	179445691	010-3501-422.50-24	286.06
			005877	114669973	010-3001-421.50-24	415.88
			005879	110382200	010-3001-421.50-24	1,030.05
1/25/2012	442	AMERICAN ELECTRIC POWER	005736	95979421401	010-6004-451.50-25	1,218.30
			005737	9501769030	010-6001-451.50-25	1,360.74
			005738	9537786031	010-6001-451.50-25	36.76
			005739	95168310308	010-5105-432.50-25	121.22
			005741	95093402212	010-1700-419.50-25	145.80
			005742	95513788703	010-1105-419.50-25	10.89
			005743	95207472150	010-6000-451.50-25	36.10
			005744	9518031030	010-3001-421.50-25	342.68
			005745	9521921030	010-3001-421.50-25	4,957.00
			005746	9523816640	010-3001-421.50-25	67.97
			005747	9542150661	010-3009-421.50-25	790.28
			005748	9554431030	010-3001-421.50-25	76.59
			005749	9567750631	010-3001-421.50-25	2,879.48
			005750	95622952604	010-6002-451.50-25	64.66
			005864	9562931030	010-1700-419.50-25	1,394.99
			005866	95908637606	010-6000-451.50-42	163.68
1/25/2012	584	SAMS CLUB	005722	779612258	010-3008-421.60-23	120.81
			005723	992885407	010-3008-421.60-23	308.47
			005724	330902885	010-3008-421.60-23	326.00
1/25/2012	687	WHEELED COACH	PI7359	221209	010-3501-422.60-20	26.55
1/25/2012	2556	QUIK TRIP	005720	PHILLIP WHITE	010-1700-419.50-89	200.00
1/25/2012	3356	ONETA ANIMAL CLINIC	005718	311179	010-3009-421.30-87	142.44
1/25/2012	4120	RUSTY STRINGER	005721	FALL 2011	010-3501-422.30-11	749.75
1/25/2012	5941	LOWES	PI7193	02798	010-6000-451.60-27	3.37
			PI7197	10340	010-6003-451.60-31	29.98
			PI7199	14108	010-6003-451.60-23	6.45
1/25/2012	6347	COX COMMUNICATIONS	005755	066245901	010-6000-451.50-23	121.80
			005756	067687001	010-6000-451.50-23	69.95
			005757	065345901	010-3001-421.50-23	185.65

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DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/25/2012	6842	VISITING NURSE ASSOC. OF TULSA	005758	066266801	010-3501-422.50-23	185.65
1/25/2012	6925	PHILLIP SHORT	005759	061076801	010-1103-419.50-54	66.95
1/25/2012	7165	BEST LIGHTING SUPPLY	005876	0632211901	010-3001-421.50-23	19.12
1/25/2012	7632	RICHARD CARTER	005728	104912	010-3008-421.30-87	174.00
1/25/2012	7724	WINDSTREAM	005729	104865	010-3008-421.30-87	174.00
1/25/2012	8991	ONEOK ENERGY MARKETING CO	005719	FALL 2011	010-3001-421.30-11	800.00
1/25/2012	9010	UPCHURCH ELECTRICAL SUPPLY CO	PI7319	40033464	010-6002-451.60-18	320.45
1/25/2012	9213	HITCH IT, LLC	005770	FEB 2012	010-1700-419.50-22	49.95
1/25/2012	9287	THREE MOUNTAIN PERSPECTIVE	005773	4558004	010-6000-451.50-22	119.47
			005881	3555028	010-6002-451.50-22	39.69
			005769	04523	010-3001-421.50-24	1,347.45
			005783	04522	010-6001-451.50-24	950.40
			PI7155	S1574634001	010-6002-451.60-18	73.59
			PI7156	S1574634001	010-6002-451.60-18	1.50
			PI7207	123456-25	010-3501-422.60-20	154.00
			005727	CITYBA2	010-1400-419.30-87	799.00
					1/25/2012 TOTAL -	29,834.83
					CUMULATIVE TOTAL -	97,501.17
1/26/2012	71	BROKEN ARROW ELECTRIC INC	PI7317	S1437321001	010-6002-451.60-18	6.62
1/26/2012	4311	UNITED FORD	PI7211	1725176	010-3501-422.60-20	110.26
1/26/2012	5168	AMC INDUSTRIES INC	PI7321	202300	010-6003-451.60-18	2.10
1/26/2012	5941	LOWES	PI7201	02079	010-6000-451.60-23	22.41
1/26/2012	5987	SOUTHEASTERN EMERGENCY EQUIPME	PI7202	02092	010-1700-419.60-30	9.44
1/26/2012	7165	BEST LIGHTING SUPPLY	PI7310	403949	010-3502-422.60-23	197.20
1/26/2012	8702	ERGON ASPHALT & EMULSIONS	PI7320	40033481	010-6002-451.60-18	133.70
			PI7348	9400855836	010-5300-431.60-80	479.46
					1/26/2012 TOTAL -	693.79
					CUMULATIVE TOTAL -	98,194.96
1/27/2012	42	ARROW SAFE AND LOCK INC	PI7344	62249	010-5110-437.60-20	5.90
1/27/2012	71	BROKEN ARROW ELECTRIC INC	PI7318	S1437617001	010-3501-422.60-18	11.40
1/27/2012	695	BROKEN ARROW PUBLIC SCHOOLS	005791	099-032	010-1700-419.40-33	1,957.11
1/27/2012	1891	TUCKER JANITOR SUPPLIES INC	PI7361	05879800	010-1700-419.60-30	52.20
1/27/2012	3162	TROPHY & PLAQUE PLUS	005830	37486	010-1700-419.60-23	61.00
1/27/2012	4311	UNITED FORD	PI7339	1725487	010-3501-422.60-20	38.09
1/27/2012	5113	PHARMACEUTICAL SYSTEMS INC (PS	PI7340	1726066	010-3001-421.60-20	56.83
1/27/2012	5371	ATC FREIGHTLINER GROUP	PI7309	C-10226628	010-3502-422.60-23	1,703.55
1/27/2012	5628	IMAGEWARE SYSTEMS INC	PI7360	63367133	010-3501-422.60-20	125.18
1/27/2012	5941	LOWES	005827	SI011312E	010-1103-419.40-55	26,227.36
1/27/2012	5941	LOWES	PI7325	02269	010-6000-451.60-23	1.40
1/27/2012	7483	LA FERRY'S PROPANE CO.	PI7326	02336	010-3501-422.60-18	35.39
1/27/2012	7976	VISION INTERNET PROVIDERS INC	PI7329	10849	010-3501-422.60-24	14.96
1/27/2012	8152	HOGAN TAYLOR LLP	PI7343	4705	010-5300-431.60-80	63.70
1/27/2012	8557	GRANICUS, INC.	005831	20449	010-1700-419.30-87	234.65
1/27/2012	8674	CHAD EDWARDS	005824	489	010-0501-415.30-81	3,375.00
1/27/2012	8855	SALTUS TECHNOLOGIES LLC	005821	32920	010-1700-419.30-87	782.56
1/27/2012	9151	CLEAN THE UNIFORM CO OKLAHOMA	005792	FALL 2011	010-3501-422.30-11	333.57
			005793	1517	010-3501-422.60-10	46.39
			005829	1201-05	010-3006-421.40-55	1,775.00
			005795	50527085	010-1400-419.40-31	9.36

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DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			005796	50527076	010-1415-424.40-31	27.24
			005798	50528087	010-5300-431.40-31	61.29
			005804	50528095	010-1700-419.40-33	.88
			005808	50528086	010-5110-437.40-31	42.81
			005809	50528106	010-6000-451.40-31	52.44
			005810	50528106	010-6003-451.40-31	8.76
			005811	50528105	010-5105-432.40-33	1.00
			005812	50528085	010-5105-432.40-31	11.27
			005815	50527105	010-6000-451.40-33	.70
			005816	50527105	010-6002-451.40-33	10.80
					1/27/2012 TOTAL -	37,127.79
					CUMULATIVE TOTAL -	135,322.75
1/30/2012	1409	SMITH FARM & GARDEN CO	PI7368	577313	010-5300-431.60-20	76.50
			PI7370	577271	010-6000-451.60-24	649.00
1/30/2012	5941	LOWES	PI7333	01455	010-6000-451.60-18	19.17
			PI7335	02068	010-6002-451.60-18	81.66
			PI7336	02143	010-1700-419.60-30	11.22
					1/30/2012 TOTAL -	837.55
					CUMULATIVE TOTAL -	136,160.30
1/31/2012	88	WEST PUBLISHING COMPANY	005857	824279183	010-0800-415.60-28	302.00
1/31/2012	308	OVERHEAD DOOR CO	005847	20088430	010-3501-422.40-07	135.00
1/31/2012	1057	TULSA WORLD	005856	115585590	010-0800-415.60-28	240.00
1/31/2012	1756	CENTRAL PARK TAG AGENCY	005837	401616	010-3001-421.60-23	26.50
1/31/2012	2385	TULSA DAILY COMMERCE & LEGAL N	005852	385933	010-1700-419.50-05	20.00
			005853	385932	010-1700-419.50-05	20.00
1/31/2012	4198	NEIGHBOR NEWSPAPERS	005862	385263	010-1700-419.50-05	5.00
1/31/2012	4409	NATIONAL OCCUPATIONAL HEALTH	005843	996348	010-1105-419.30-87	37.00
			005844	996470	010-1105-419.30-87	32.50
			005845	996518	010-1105-419.30-87	399.10
1/31/2012	4510	BETH ANNE WILKENING	005832	1/27/12	010-0800-415.50-03	119.02
1/31/2012	4910	SELECT ACTUARIAL SERVICES	005849	2957	010-1700-419.30-87	3,500.00
1/31/2012	6656	SOUTH EAST AUTO TRIM INC.	PI7371	50037	010-3001-421.40-20	50.00
1/31/2012	7233	CENTER FOR ECONOMIC	005835	7193	010-0800-415.30-08	532.50
			005836	7195	010-0800-415.30-08	1,245.00
1/31/2012	8555	BLAZE ENTERPRISES LLC	005833	61	010-3501-422.60-31	104.00
1/31/2012	8589	STONE JESSUP, PC	005851	1/15/12	010-0800-415.30-08	5,130.00
1/31/2012	8835	DANIEL HAAS	005838	FALL 2011	010-3501-422.30-11	1,000.00
1/31/2012	9199	DEPARTMENT OF LABOR	005839	20121114-1137	010-1700-419.40-07	165.00
					1/31/2012 TOTAL -	13,062.62
					CUMULATIVE TOTAL -	149,222.92
2/01/2012	501	CHAMBER OF COMMERCE	005885	22669	010-1400-419.30-11	18.00
2/01/2012	584	SAMS CLUB	005896	776633248	010-3008-421.60-23	245.94
			005897	797666299134	010-3008-421.60-23	37.92
2/01/2012	906	AUTOMATIC PROTECTION SYSTEMS	005884	84043	010-3008-421.40-07	210.00
2/01/2012	2029	THE GREEN COMPANY	005901	3005	010-1700-419.50-89	2,563.82
2/01/2012	3444	ADMIRAL EXPRESS OFFICE SUPPLY	005883	13278110	010-6002-451.60-18	358.00
2/01/2012	3867	REASORS INC	005895	299668	010-3008-421.60-23	310.82
2/01/2012	4198	NEIGHBOR NEWSPAPERS	005893	386125	010-1700-419.50-05	16.80

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DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/01/2012	4409	NATIONAL OCCUPATIONAL HEALTH	005894	386126	010-1700-419.50-05	12.60
2/01/2012	5202	STERICYCLE INC.	005892	996469	010-1102-419.30-02	72.50
2/01/2012	5797	MOBILE MINI INC.	005899	4003082913	010-3001-421.30-87	615.50
2/01/2012	6842	VISITING NURSE ASSOC. OF TULSA	005891	113168053	010-3010-421.40-33	108.00
2/01/2012	9063	KEVIN MCKINNEY	005900	104959	010-3008-421.30-87	174.00
2/01/2012	9151	CLEAN THE UNIFORM CO OKLAHOMA	005889	1/28/12	010-6002-451.40-28	356.00
			005886	50528099	010-1400-419.40-31	9.36
			005887	50528092	010-1415-424.40-31	27.24
			005903	50516162	010-6002-451.40-33	4.10
			005904	50520145	010-6002-451.40-33	4.10
			005905	50522150	010-6002-451.40-33	4.10
			005906	50524111	010-6002-451.40-33	4.10
			005907	50524152	010-6002-451.40-33	15.90
			005908	50520187	010-6002-451.40-33	12.70
			005909	50516204	010-6002-451.40-33	12.70
			005910	50516193	010-6001-451.40-07	4.40
			005911	50520176	010-6001-451.40-07	4.40
			005912	50522182	010-6001-451.40-07	4.40
			005913	50524143	010-6001-451.40-07	4.40
			005914	50526113	010-6001-451.40-07	4.40
			005915	50517187	010-6002-451.40-33	10.65
			005916	50517187	010-6000-451.40-33	.85
			005917	50521180	010-6000-451.40-33	.85
			005918	50521180	010-6000-451.40-33	10.65
			005919	50523177	010-6002-451.40-33	10.65
			005920	50523177	010-6000-451.40-33	.85
			005921	50525118	010-6000-451.40-33	.85
			005922	50525118	010-6002-451.40-33	10.65
			005923	50519154	010-1700-419.40-33	28.80
			005924	50521156	010-1700-419.40-33	28.80
			005925	50523155	010-1700-419.40-33	28.80
			005926	50525096	010-1700-419.40-33	28.80
			005927	50527083	010-1700-419.40-33	28.80
			005928	50516197	010-3501-422.40-33	4.70
			005929	50520180	010-3501-422.40-33	4.70
			005930	50522186	010-3501-422.40-33	4.70
			005931	50524147	010-3501-422.40-33	4.70
			005932	50526117	010-3501-422.40-33	4.70
			005933	50516195	010-3501-422.40-33	4.30
			005934	50520178	010-3501-422.40-33	4.30
			005935	50522184	010-3501-422.40-33	4.30
			005936	50524145	010-3501-422.40-33	4.30
			005937	50526115	010-3501-422.40-33	4.30
			005938	50516187	010-3501-422.40-33	4.70
			005939	50520170	010-3501-422.40-33	4.70
			005940	50522176	010-3501-422.40-33	4.70
			005941	50524137	010-3501-422.40-33	4.70
			005942	50526107	010-3501-422.40-33	4.70
			005952	50516189	010-3001-421.40-33	3.50
			005953	50520172	010-3001-421.40-33	3.50
			005954	50524139	010-3001-421.40-33	3.50

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			005955	50526109	010-3001-421.40-33	3.50
			005956	50528109	010-3001-421.40-33	3.50
			005957	50517188	010-3009-421.40-33	4.90
			005958	50519178	010-3009-421.40-33	4.90
			005959	50521181	010-3009-421.40-33	4.90
			005960	50523178	010-3009-421.40-33	4.90
			005961	50525119	010-3009-421.40-33	4.90
			005962	50527106	010-3009-421.40-33	4.90
			005963	50517189	010-3001-421.40-33	2.80
			005964	50519179	010-3001-421.40-33	2.80
			005965	50521182	010-3001-421.40-33	2.80
			005966	50523179	010-3001-421.40-33	2.80
			005967	50525120	010-3001-421.40-33	2.80
			005968	50527107	010-3001-421.40-33	2.80
			005969	50521184	010-3501-422.40-33	5.90
			005970	50523181	010-3501-422.40-33	5.90
			005971	50525122	010-3501-422.40-33	5.90
			005972	50527109	010-3501-422.40-33	5.90
			005974	50521185	010-3501-422.40-33	4.30
			005975	50523182	010-3501-422.40-33	4.30
			005976	50525123	010-3501-422.40-33	4.30
			005977	50527110	010-3501-422.40-33	4.30
			005978	50521179	010-3501-422.40-33	9.60
			005979	50523176	010-3501-422.40-33	9.60
			005980	50525117	010-3501-422.40-33	9.60
			005981	50527104	010-3501-422.40-33	9.60
			005982	50517190	010-3501-422.40-33	2.80
			005983	50519180	010-3501-422.40-33	2.80
			005984	50521183	010-3501-422.40-33	2.80
			005985	50523180	010-3501-422.40-33	2.80
			005986	50525121	010-3501-422.40-33	2.80
			005987	50527108	010-3501-422.40-33	2.80
			005988	50516191	010-1104-419.40-33	9.20
			005989	50520174	010-1104-419.40-33	9.20
			005990	50524141	010-1104-419.40-33	9.20
			005991	50526111	010-1104-419.40-33	9.20
			005992	50528111	010-1104-419.40-33	9.20
2/01/2012	9322	LORI SCOTT	005890	1/23-30/12	010-6002-451.40-28	64.00
2/01/2012	99999	MISC-A/R REFUNDS	005888	68129	010-0000-229.15-00	90.00
2/01/2012 TOTAL -						5,834.40
FUND 010 TOTAL -						155,057.32

FUND 027 CONVENTION&VISITOR BUREAU

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/16/2012	398	LOGO WEAR INC	PI7313	17457	027-1700-419.50-86	3,345.00
					1/16/2012 TOTAL	3,345.00
					CUMULATIVE TOTAL	3,345.00
1/20/2012	9190	GROUP TOUR MEDIA	005600	SJ37344	027-1700-419.30-87	1,220.60
					1/20/2012 TOTAL	1,220.60
					CUMULATIVE TOTAL	4,565.60
1/25/2012	9317	TEXAS TRAVEL INDUSTRY ASSOCIAT	005726	8929	027-1700-419.30-11	900.00
					1/25/2012 TOTAL	900.00
					FUND 027 TOTAL	5,465.60

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
10/29/2011	420	APAC-CENTRAL, INC	PI7143	7000409480	030-5300-431.70-15	173.81
			PI7144	7000409480	030-5300-431.70-15	88.33
					10/29/2011 TOTAL	262.14
					CUMULATIVE TOTAL	262.14
11/18/2011	9129	PROSOURCE OF TULSA LLC	PI7147	PS010494	030-5115-437.70-15	1,639.02
					11/18/2011 TOTAL	1,639.02
					CUMULATIVE TOTAL	1,901.16
11/30/2011	9129	PROSOURCE OF TULSA LLC	PI7148	PS010634	030-3501-422.70-17	1,437.26
					11/30/2011 TOTAL	1,437.26
					CUMULATIVE TOTAL	3,338.42
12/21/2011	278	PHYSIO-CONTROL INC	PI7306	112076237	030-3502-422.70-17	68,561.00
					12/21/2011 TOTAL	68,561.00
					CUMULATIVE TOTAL	71,899.42
12/27/2011	9320	A&A SHEET METAL PRODUCTS, INC	PI7307	49225	030-6000-451.70-15	6,891.00
					12/27/2011 TOTAL	6,891.00
					CUMULATIVE TOTAL	78,790.42
1/04/2012	9018	DOLESE BROS. CO.	PI6876	RM12000408	030-5300-431.70-15	1,246.50
					1/04/2012 TOTAL	1,246.50
					CUMULATIVE TOTAL	80,036.92
1/05/2012	9018	DOLESE BROS. CO.	PI6877	RM12000748	030-5300-431.70-15	492.00
					1/05/2012 TOTAL	492.00
					CUMULATIVE TOTAL	80,528.92
1/06/2012	37	ANCHOR STONE CO	PI6870	120009809	030-5300-431.70-15	72.99
					1/06/2012 TOTAL	72.99
					CUMULATIVE TOTAL	80,601.91
1/07/2012	420	APAC-CENTRAL, INC	PI6821	7000426024	030-5300-431.70-15	4,816.85
					1/07/2012 TOTAL	4,816.85
					CUMULATIVE TOTAL	85,418.76
1/12/2012	5941	LOWES	PI6846	01833	030-5115-437.70-15	4.76
			PI6847	02672	030-6000-451.70-17	33.73
					1/12/2012 TOTAL	38.49
					CUMULATIVE TOTAL	85,457.25
1/13/2012	328	HAJOCA CORPORAION	PI7088	S006736836001	030-5400-434.70-15	894.00
1/13/2012	5941	LOWES	PI6851	02794	030-5115-437.70-15	31.64
1/13/2012	6748	DANNY BECK CHEVROLET	PI7171	28569	030-3001-421.70-02	18,269.00
			PI7172	28571	030-3001-421.70-02	18,269.00
			PI7173	28572	030-3001-421.70-02	18,269.00
			PI7174	28573	030-3001-421.70-02	18,269.00
					1/13/2012 TOTAL	74,001.64
					CUMULATIVE TOTAL	159,458.89

FUND 030 SALES TAX CAPITAL IMPROV

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/17/2012	5941	LOWES	PI6995 02866 PI6997 02934		030-5115-437.70-15 030-6000-451.70-17 1/17/2012 TOTAL - CUMULATIVE TOTAL -	2.63 149.48 152.11 159,611.00
1/18/2012	328	HAJOCA CORPORAION	PI7096 S006749106001		030-5400-434.70-15	231.00
1/18/2012	5941	LOWES	PI6999 02065		030-6000-451.70-17	52.94
1/18/2012	8009	OFFICE NATION DBA PC NATION	PI7092 P050309001013		030-3001-421.70-19 1/18/2012 TOTAL - CUMULATIVE TOTAL -	5,308.20 5,592.14 165,203.14
1/19/2012	5941	LOWES	PI7003 02322 PI7005 02387		030-6000-451.70-17 030-6000-451.70-17 1/19/2012 TOTAL - CUMULATIVE TOTAL -	29.87 11.96 41.83 165,244.97
1/20/2012	3558	SOUTHWEST TRAILERS & EQUIPMENT	PI7163 SL05849		030-5300-431.70-04	24,428.00
1/20/2012	5941	LOWES	PI7184 03939		030-5115-437.70-15 1/20/2012 TOTAL - CUMULATIVE TOTAL -	25.98 24,453.98 189,698.95
1/24/2012	5941	LOWES	PI7188 01887		030-5115-437.70-15	11.19
1/24/2012	9018	DOLESE BROS. CO.	PI7349 RM12004809		030-5400-434.70-15 1/24/2012 TOTAL - CUMULATIVE TOTAL -	123.00 134.19 189,833.14
1/25/2012	5941	LOWES	PI7195 02919		030-5115-437.70-15 1/25/2012 TOTAL - CUMULATIVE TOTAL -	11.19 11.19 189,844.33
1/26/2012	5941	LOWES	PI7200 02052		030-5115-437.70-15	22.38
1/26/2012	9129	PROSOURCE OF TULSA LLC	PI7242 PS011463		030-5115-437.70-15 1/26/2012 TOTAL - FUND 030 TOTAL -	950.40 972.78 190,817.11

FUND 031 POLICE ENHANCEMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/13/2012	6748	DANNY BECK CHEVROLET	PI6952	28644	031-3001-421.70-02	28,709.00
					1/13/2012 TOTAL	28,709.00
					FUND 031 TOTAL	28,709.00

FUND 032 PARK AND RECREATION

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/06/2012	733	PIONEER FENCE	PI7053	12005	032-6000-451.70-15	5,452.00
					1/06/2012 TOTAL	5,452.00
					CUMULATIVE TOTAL	5,452.00
1/12/2012	5168	AMC INDUSTRIES INC	PI6831	200942	032-6000-451.70-15	419.01
					1/12/2012 TOTAL	419.01
					CUMULATIVE TOTAL	5,871.01
1/13/2012	8464	EASTON SOD FARMS INC	PI6953	239331	032-6000-451.70-15	60.00
1/13/2012	9291	SOUTHEASTERN SEATING INC	PI6973	2010468	032-6000-451.70-15	17,860.00
					1/13/2012 TOTAL	17,920.00
					CUMULATIVE TOTAL	23,791.01
1/17/2012	8464	EASTON SOD FARMS INC	PI6954	239334	032-6000-451.70-15	60.00
					1/17/2012 TOTAL	60.00
					CUMULATIVE TOTAL	23,851.01
1/18/2012	8464	EASTON SOD FARMS INC	PI6955	239338	032-6000-451.70-15	60.00
			PI6956	239340	032-6000-451.70-15	60.00
					1/18/2012 TOTAL	120.00
					CUMULATIVE TOTAL	23,971.01
1/20/2012	9310	TRIPP DAVIS AND ASSOCIATES	PI7234	120141	032-6102-451.70-16	3,250.00
					1/20/2012 TOTAL	3,250.00
					CUMULATIVE TOTAL	27,221.01
1/23/2012	8464	EASTON SOD FARMS INC	PI7157	239428	032-6000-451.70-15	65.00
					1/23/2012 TOTAL	65.00
					CUMULATIVE TOTAL	27,286.01
1/24/2012	7113	ALABACK DESIGN ASSOCIATES, INC	PI7312	120112	032-6000-451.70-16	9,860.00
					1/24/2012 TOTAL	9,860.00
					FUND 032 TOTAL	37,146.01

FUND 035 HOUSING URBAN DEVELOPMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/04/2012	1738	PLANNING DESIGN GROUP	PI6976 3210 PI6977 3211		035-8010-451.70-16 035-8011-451.70-16 1/04/2012 TOTAL - CUMULATIVE TOTAL -	9,785.00 6,870.00 16,655.00 16,655.00
1/19/2012	2116	ARK WRECKING CO OF OKLAHOMA	IN PI7169 943		035-8007-419.70-15 1/19/2012 TOTAL - CUMULATIVE TOTAL -	5,820.00 5,820.00 22,475.00
1/25/2012	79	BROKEN ARROW SENIORS INC	005754 FEB/2012		035-8011-444.50-10	1,047.25
1/25/2012	502	MARGARET HUDSON PROGRAM	005762 565-5 12/2011		035-8011-444.50-10 1/25/2012 TOTAL - FUND 035 TOTAL -	1,391.09 2,438.34 24,913.34

FUND 037 CRIME PREVENTION

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/10/2012	5040	GT DISTRIBUTORS, INC.	PI6989	0382843	037-3001-421.60-24	5,389.65
					1/10/2012 TOTAL -	5,389.65
					CUMULATIVE TOTAL -	5,389.65
1/24/2012	5727	FAMILY & CHILDRENS SERVICE, IN	005703	1201199	037-3001-421.30-87	3,464.17
					1/24/2012 TOTAL -	3,464.17
					CUMULATIVE TOTAL -	8,853.82
1/25/2012	1040	YOUTH SERVICES OF TULSA COUNTY	005732	12/2011	037-3001-421.30-87	3,333.33
					1/25/2012 TOTAL -	3,333.33
					FUND 037 TOTAL -	12,187.15

FUND 040 BATTLE CREEK GOLF COURSE

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-
					CUMULATIVE TOTAL	860.00-
1/27/2012	8152	HOGAN TAYLOR LLP	005826	489	040-6100-451.30-81	6,000.00
					1/27/2012 TOTAL	6,000.00
					FUND 040 TOTAL	5,140.00

FUND 041 ALCOHOL ENFORCEMENT		VENDOR		INVOICE		ACCOUNT		AMOUNT
DATE	VENDOR NO	NAME	VOUCHER NO	INVOICE NO		NO		
1/24/2012	6878	BOARD OF TESTS	005695	643		041-3001-421.30-11		516.00
						1/24/2012 TOTAL	-	516.00
						FUND 041 TOTAL	-	516.00

FUND 042 STREET LIGHT FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/06/2012	71	BROKEN ARROW ELECTRIC INC	PI6823	S1430276001	042-5300-431.60-23	14.43
					1/06/2012 TOTAL -	14.43
					CUMULATIVE TOTAL -	14.43
1/25/2012	442	AMERICAN ELECTRIC POWER	005734	95564722213	042-5300-431.50-26	120.86
			005865	95230140907	042-5300-431.50-26	49.88
			005867	95883944316	042-5300-431.50-26	58.76
			005868	95567792619	042-5300-431.50-26	58.76
					1/25/2012 TOTAL -	288.26
					FUND 042 TOTAL -	302.69

DATE DUE	FUND	VENDOR NO	VENDOR NAME	ISSUE	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/03/2012	058	2004	GO BOND	ISSUE				
		133	UTILITY SUPPLY		PI7350	057372	058-5400-434.70-15	100.00
					PI7351	057372	058-5400-434.70-15	4,440.00
					PI7352	057372	058-5400-434.70-15	9,154.63
					PI7353	057372	058-5400-434.70-15	980.72
					PI7354	057373	058-5400-434.70-15	15.00
							1/03/2012 TOTAL	14,690.35
							CUMULATIVE TOTAL	14,690.35
1/11/2012		133	UTILITY SUPPLY		PI7355	057541	058-5400-434.70-15	3,712.60
					PI7356	057610	058-5400-434.70-15	2,517.05
					PI7357	057610	058-5400-434.70-15	114.28
							1/11/2012 TOTAL	6,343.93
							CUMULATIVE TOTAL	21,034.28
1/16/2012		4152	MAGNUM CONSTRUCTION INC		PI6966	#03	058-3501-422.70-15	231,414.78
							1/16/2012 TOTAL	231,414.78
							CUMULATIVE TOTAL	252,449.06
1/24/2012		5076	BKL INC.		005694	27	058-5300-431.70-16	6,800.00
							1/24/2012 TOTAL	6,800.00
							CUMULATIVE TOTAL	259,249.06
1/26/2012		133	UTILITY SUPPLY		PI7358	057871	058-5400-434.70-15	1,058.07
							1/26/2012 TOTAL	1,058.07
							CUMULATIVE TOTAL	260,307.13
1/27/2012		8616	GEODECA LLC		005820	1102007D	058-3501-422.70-16	2,600.00
							1/27/2012 TOTAL	2,600.00
							CUMULATIVE TOTAL	262,907.13
1/31/2012		8616	GEODECA LLC		005861	1102007E	058-3501-422.70-16	192.00
							1/31/2012 TOTAL	192.00
							FUND 058 TOTAL	263,099.13

DATE DUE	FUND	VENDOR NO	VENDOR NAME	ISSUE	VENDOR NO	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/03/2012	059	1581	MID CONTINENT CONCRETE CO	GO BOND	PI6874	1267686		059-5305-438.70-15 1/03/2012 TOTAL CUMULATIVE TOTAL	80.50 80.50 80.50
1/04/2012	059	1738	PLANNING DESIGN GROUP	GO BOND	PI6949 PI6950	3212 3212		059-6000-451.70-15 059-6000-451.70-15 1/04/2012 TOTAL CUMULATIVE TOTAL	20,219.08 378.92 20,598.00 20,678.50
1/10/2012	059	5279	HRAOK, INC.	GO BOND	PI6964	25854		059-5300-431.70-16	5,950.00
1/10/2012	059	9027	A & A ASPHALT INC.	GO BOND	PI6974	#02		059-5300-431.70-15 1/10/2012 TOTAL CUMULATIVE TOTAL	158,905.97 164,855.97 185,534.47
1/12/2012	059	5279	HRAOK, INC.	GO BOND	PI6979	25858		059-5305-438.70-16 1/12/2012 TOTAL CUMULATIVE TOTAL	4,240.00 4,240.00 189,774.47
1/18/2012	059	7611	HUTTON COMMUNICATIONS	GO BOND	PI7231	2510053		059-1103-419.70-18 1/18/2012 TOTAL CUMULATIVE TOTAL	1,417.32 1,417.32 191,191.79
1/19/2012	059	4942	CRAFTON TULL & ASSOCIATES INC	GO BOND	PI7164	102153		059-5300-431.70-16 1/19/2012 TOTAL CUMULATIVE TOTAL	42,990.00 42,990.00 234,181.79
1/20/2012	059	6843	SHERWOOD CONSTRUCTION CO. INC.	GO BOND	PI7160 PI7162	#05 #5		059-5300-431.70-15 059-5300-431.70-15	126,566.97 28,027.38
1/20/2012	059	8915	TRI STAR CONSTRUCTION LLC	GO BOND	PI7170	#01		059-5300-431.70-15	45,738.49
1/20/2012	059	9280	MORTON EXCAVATING	GO BOND	PI7165	#02		059-6000-451.70-15 1/20/2012 TOTAL CUMULATIVE TOTAL	327,440.11 527,772.95 761,954.74
1/27/2012	059	8616	GEODECA LLC	GO BOND	005817 005818 005819	1112052D 1112052E 1201002		059-5305-438.70-16 059-5305-438.70-16 059-6000-451.70-16 1/27/2012 TOTAL FUND 059 TOTAL	1,778.00 2,867.00 2,400.00 7,045.00 768,999.74

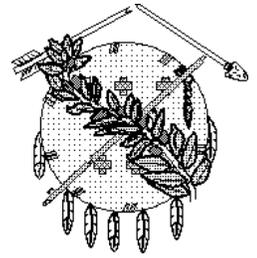
FUND 060 WORKMANS COMP

DATE DUE	VENDOR NO	VENDOR NAME	FUN	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/31/2012	4982	WORKERS COMPENSATION TRUST	FUN	005858	1/30/12	060-1700-419.30-88	77,868.61
				005859	1/30/12	060-1700-419.50-90	8,943.20
				005860	1/30/12	060-1700-419.30-08	4,052.56
						1/31/2012 TOTAL	90,864.37
						FUND 060 TOTAL	90,864.37

FUND 061 GROUP HEALTH AND LIFE						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/24/2012	8082	FORT DEARBORN LIFE INSURANCE	C 005705	2/1-3/1/12	061-1700-419.30-89	2,054.00
1/24/2012	8132	MUTUAL ASSURANCE ADMIN.	005712	02/01-29/12	061-1700-419.30-87	49,160.46
					1/24/2012 TOTAL	51,214.46
					FUND 061 TOTAL	51,214.46

FUND	DATE DUE	091 2011 GO BOND ISSUE	VENDOR NAME	VENDOR NO	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/25/2011	9285	WALTER P MOORE & ASSOCIATES, I	PI7150	0121033	091-5300-431.70-16	12/25/2011 TOTAL	-	22,562.50
						CUMULATIVE TOTAL	-	22,562.50
1/12/2012	5076	BKL INC.	PI6965	#03	091-1700-419.70-16			60,500.00
1/12/2012	5279	HRAOK, INC.	PI6978	25859	091-5305-438.70-16	1/12/2012 TOTAL	-	4,270.00
						CUMULATIVE TOTAL	-	64,770.00
1/13/2012	601	TETRA TECH INC	PI7166	50526774	091-5300-431.70-16			39,890.00
1/13/2012	4988	GARVER ENGINEERS	PI7175	110372301	091-5300-431.70-16	1/13/2012 TOTAL	-	8,026.80
						CUMULATIVE TOTAL	-	47,916.80
1/16/2012	8602	COBB ENGINEERING COMPANY	PI6969	1111201R	091-5300-431.70-16	1/16/2012 TOTAL	-	51,590.00
						FUND 091 TOTAL	-	186,839.30
TOTAL ALL FUNDS								3,300,461.44

Broken Arrow City Council
Meeting of: 02-07-12



To: Mayor and City Council
From: Office of the City Manager
Subject: Consideration, discussion, and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive, including the provision of municipal services and coordination with State and Federal authorities

Background: In their meeting of January 3, 2012, the City Council voted to communicate their displeasure of the proposal to locate a casino on the southwest corner of Olive and Florence and to seek the cessation of construction by the Kialegee Tribal Town and their developers. A copy of the fact sheet for that meeting is attached as background information.

Following the meeting, the Staff informed the Kialegee Tribal Town and their developer that the City wanted them to stop construction until the legality of the casino was established. The Kialegee Tribal Town and their developer informed the City that the casino was legal and that since the land in question was governed by the rules of the sovereign Kialegee Tribal Town, they did not have to stop construction. Research, as supported by the attached fact sheet from the January 3rd City Council meeting, indicates that the land was passed to a member of the Creek Nation by an Allotment Deed and a Homestead Deed from The Creek Nation Indian Territory.

Given the status of the land as an Allotment Deed and a Homestead Deed from The Creek Nation Indian Territory, the City is without authority to regulate the land's use. The City can, however, control the provision of City services. To this end, the City should negotiate a service contract with the Kialegee Tribal Town and their developer to ensure that if the casino is constructed, it will be constructed in a safe manner and will provide the City sufficient income to cover all services provided. The draft agreement will include:

- Required Right of Way (ROW) for future street widening
- Required easements
- Water and sewer line construction
- Street construction
- Plan review and building inspections
- Police Department services
- Fire Department services
- Annual payment to offset lost tax income from property

On January 31, 2012, the City Attorney and I met with Mr. Rob Martinek and Mr. Jared Cawley. They are the managing partners of Broken Arrow Citizens Against Gaming, LLC. They informed us that they have been in contact with the Attorney General and the State congressional delegation on this matter. They stated that they understood that the final answer on this matter had to come from the federal government. The conclusion of the meeting was that the City would continue to press for clarification of which entity is appropriate for the City to contract with on services for the property in question. It was also communicated that any Agreement would be submitted to the Bureau of Indian Affairs (BIA) for approval.

Broken Arrow City Council

Meeting of: 02-07-12

Subject: Consideration, discussion, and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive, including the provision of municipal services and coordination with State and Federal authorities

The Broken Arrow Citizens Against Gaming, LLC, owners indicated their commitment to continue to pressure the State and Federal governments to take action to stop the casino. The organizations concerns are of obvious importance to the Council.

City staff will continue negotiations with the Kialegee Tribal Town and their developer for services at the casino site. However, prior to such an agreement becoming effective, the Kialegee Tribal Town and their developer must provide the City with information that proves that they are the proper party to sign such a contract. In addition to the contract, easements and ROW documents must be submitted to the BIA for approval.

Cost: None

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

Reviewed By: Legal

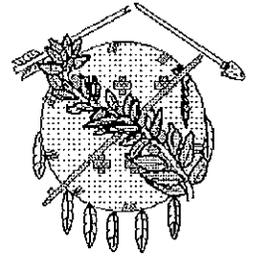
Approved By: David L. Wooden, P.E., City Manager

Attachments: City Council agenda item "Consideration and possible action on the proposed Kialegee Tribal Town Red Clay Casino at the southwest corner of Florence and Olive" dated 01-03-12"

Recommendation: Direct staff to continue to coordinate with all involved State and Federal government entities in an effort to address all issues surrounding the proposed casino, including a stop to construction, if appropriate under State and Federal law

ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

**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

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.

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: ____

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. Figurado, 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 without 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: _____

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

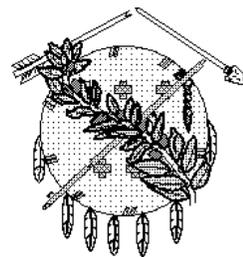
Approved By: David L. Wooden, P.E., City Manager

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: _____

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: Approval of and authorization to publish a Notice of Availability regarding the annual audit and its availability for public inspection for Fiscal Year 2010-2011

Background: State statute requires publication of a Notice of Availability of the annual audit for public inspection. This is to be accomplished within thirty (30) days of the receipt of the audit. The attached Notice fulfills this requirement.

Cost: Publication costs

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

Reviewed By: Finance Department

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

Attachments: Notice

Recommendation: Approve publication of a Notice of Availability of the annual audit for Fiscal Year 2010-2011

BAW:rjh

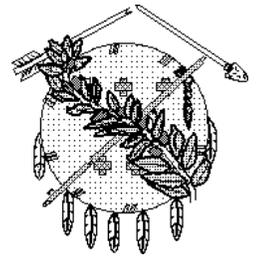
ACTION: APPROVAL: ____ APPROVAL W/ CONDITION: ____ DENIAL: ____ TABLED: ____ VOTE: ____

NOTICE OF AVAILABILITY OF ANNUAL AUDIT

On the 17th day of January, 2012, the Broken Arrow City Council accepted the City of Broken Arrow's annual audit. This audit of the City's financial status, which is prepared by Hogan Taylor, L.L.P., is available for public inspection in the office of the Broken Arrow City Clerk and in the main reception area. Both areas are located in City Hall, 220 South First Street, Broken Arrow, Oklahoma 74012.

Liza Bryce
City Clerk

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the City Attorney
Subject: Approval of and authorization to execute an Interlocal Agreement between the City of Broken Arrow and the City of Bixby for Cooperative Law Enforcement Efforts

Background: The City of Bixby has requested that the City of Broken Arrow allow them to utilize the Broken Arrow's jail facilities as they currently only have a holding cell. This agreement allows Broken Arrow to be reimbursed for the cost of housing Bixby's inmates at the statutory rate and as amended. These rates will cover the costs incurred by the City of Broken Arrow to house the inmates. Bixby will only send adult prisoners for a cumulative period of less than thirty (30) days. The City of Bixby will primarily use the jail facilities to house defendants who fail to pay their fines or when the Judge has ordered a jail sentence.

Cost: None

Prepared By: Beth Anne Wilkening, City Attorney

Reviewed By: Police Department

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

Attachments: Interlocal Officer and Facilities Agreement between the City of Broken Arrow and the City of Bixby for Cooperative Law Enforcement Efforts

Recommendation: Approve the Interlocal Officer and Facilities Agreement between the City of Broken Arrow and the City of Bixby for Cooperative Law Enforcement Efforts and authorize execution.

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

**INTERLOCAL LOANED OFFICER AND FACILITIES
AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND CITY OF BIXBY
FOR COOPERATIVE LAW ENFORCEMENT EFFORTS**

This Agreement is entered into between the City of Broken Arrow, a municipal corporation (Broken Arrow) and the City of Bixby (Bixby) in accordance with Title 74 O.S. 2001 § 1001, *et seq.*; Title 11 O.S. 2001 § 34-103; and Title 51 O.S. 2001 § 6(4).

1. PURPOSE

The parties to this Agreement hereby agree to permit Bixby to borrow Broken Arrow jail officers and the Broken Arrow jail facility, as those officers and the facility are available in order to accomplish the goals of adequate duties of protection, which the two agencies have in common.

2. DUTIES OF BIXBY

Bixby will contact the Broken Arrow jail officers prior to transporting any inmate to assure itself of available jail facility space and shall cause notice to be given to the Broken Arrow jail officers that a prisoner will be transported to Broken Arrow and give the Broken Arrow jail officers an estimate time of arrival of such inmate.

Bixby shall only send prisoners who meet the following criteria:

- a. The inmate must be 18 years of age or older
- b. The inmate must be accused of, or convicted of, non-violent municipal crimes; and
- c. Any sentences involved must be for a cumulative period of less than thirty (30) days.

Bixby agrees to reimburse Broken Arrow for the cost of housing its inmates at the same rate as the Oklahoma Department of Corrections' rate of reimbursement, which rate is located in Title 57 O.S. 2001 § 38 and as amended. That rate is twenty-seven dollars (\$27.00) a day at the time of the execution of this Agreement.

Bixby agrees that its officers shall be solely be responsible for all transportation needs of its inmates.

3. DUTIES OF BROKEN ARROW

Broken Arrow agrees to accept and house Bixby's inmates under the terms and conditions of this Agreement.

Broken Arrow jail officers shall provide its jail facilities in the same method and manner as afforded its own prisoners to Bixby's prisoners.

4. DURATION

This Agreement shall begin on the date of execution by all parties and shall be effective until February 7th, 2012. This Agreement shall renew automatically on February 7th, 2013 and each successive year thereafter, unless terminated, in writing, by either party.

5. TERMINATION

Any party to the Agreement may terminate it at any time. Notice of termination must be by written notice and delivered to all the other parties to the Agreement. The party wishing to terminate the Agreement shall deliver the notice at least thirty (30) days prior to the date of termination.

6. SPECIAL COMMISIONS

Bixby hereby agrees that any Broken Arrow officer who has charge of a Bixby prisoner will be performing official duties under the authority, direction, and control of the Bixby Police Department; Bixby will provide whatever documentation is necessary in order to bestow appropriate police powers on the officer so loaned, and will hold Broken Arrow and the loaned officer harmless from any and all injuries or causes of action arising in whole or in part from deficiencies in proper delegation of authority, or any other claim raised by members of the general public or from Bixby prisoners, to the extent the officer's conduct is performed in good faith and within the scope of employment as such terms are used under Title 51 O.S. § 151, *et seq.* This obligation to defend and indemnify, extends to all state and federal causes of action, and all legal defensive services.

Broken Arrow hereby appoints the Broken Arrow Police Chief or his designee to perform the duties required of it under this Agreement. Bixby hereby appoints the Bixby Chief of Police or his designee to perform the duties required of it under this Agreement.

7. EMPLOYMENT STATUS

Each Broken Arrow officer remains an employee of Broken Arrow. Each Bixby officer remains an employee of Bixby. The respective employers will continue to provide salaries, insurance, and other benefits, to it employees in their regular manner. Neither separate administrative structure, nor separate funding structure is required. No joint employment is created. No separate organization shall be created hereunder, nor shall any real property be transferred between the parties, nor shall there be any joint financing.

8. NO JOINT FINANCING OR SEPARATE LEGAL ENTITY

No joint financing is necessary to fulfill the terms of this Agreement. Each City has the necessary resources to contribute to its part of this Agreement.

No separate administrative structure is required or separate funding required. No separate organization shall be created hereunder, nor shall any real property be transferred between the parties.

9. LIABILITIES

Liability for the conduct of Broken Arrow officers shall remain the responsibility of the City. Liability for the conduct of the Bixby officers shall remain the responsibility of Bixby. The rights, duties and obligations under or arising from this Agreement shall not be assigned by any of the parties hereto without express written consent of the other parties to the Agreement.

10. SETTLEMENT OF DISAGREEMENTS

In the event of any disagreement(s) as to the administration of this Agreement, the City Managers for Bixby and Broken Arrow on behalf of their respective jurisdictions and as administrators of this Agreement shall resolve the disagreement(s).

Dated this 12th day of Sept., 2011.

City of Bixby

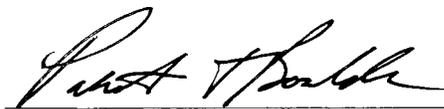


Doug Enevoldsen, City Manager

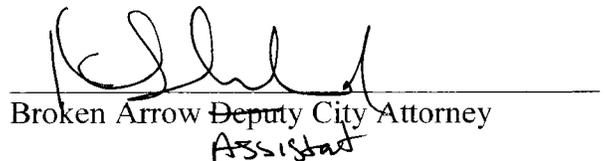
City of Broken Arrow

David L. Wooden, City Manager

Approved as to Form and Content:

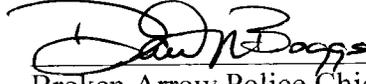


Bixby City Attorney

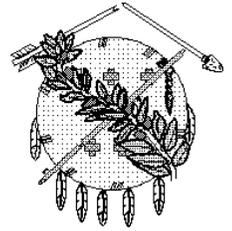


Broken Arrow Deputy City Attorney
Assistant


Bixby Police Chief


Broken Arrow Police Chief

Broken Arrow City Council
Meeting of: 02-07-12



To: Mayor and City Council
From: Office of the City Manager
Subject: Consideration, possible approval of and authorization to execute Resolution No. 729, a Resolution of the City of Broken Arrow expressing support for school district projects and calling for citizens to vote in the Union Public Schools Independent School District #9 Bond Issue on February 14, 2012

Background: The Union Public Schools Independent School District #9 Bond Issue is scheduled for February 14, 2012. The City Council wishes to consider a Resolution expressing its support of the Public Schools and encouraging citizens to vote in the upcoming election. The purpose of the election is to seek voter approval for textbooks, instructional technology, equipment and construction projects. A summary of the Bond Issue is attached.

Cost: None

Prepared By: Beth Anne Wilkening, Legal Department

Reviewed By: Legal Department

Approved By: David L. Wooden, City Manager

Attachments: Resolution No. 729
Brochure with Summary of Proposed Bond Projects

Recommendation: Approve Resolution No. 729 and authorize execution.

RESOLUTION NO. 729

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BROKEN ARROW, OKLAHOMA, EXPRESSING SUPPORT FOR
SCHOOL DISTRICT PROJECTS AND CALLING FOR CITIZENS TO VOTE IN
THE 2012 UNION PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT #9 BOND ISSUE
ON FEBRUARY 14, 2012**

WHEREAS, on February 14, 2012, there is a scheduled election called by Union Public Independent School District #9 in which citizens will vote on a bond issue; and

WHEREAS, this elections seeks voter approval for textbooks, instructional technology, equipment and construction; and

WHEREAS, the specific list of projects by Union Schools Independent School District #9 has been provided to the Broken Arrow citizens via Union Public Schools brochures, public meetings and advertisements; and

WHEREAS, the proposed projects appear to be for the betterment of the citizens of Broken Arrow and specifically for the overall health, safety and welfare of the Broken Arrow Community; and

WHEREAS, the Broken Arrow City Council is supportive of the school's efforts and recognizes that the proposed projects will help meet the on-going needs of the school system and its students.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT the citizens of Broken Arrow are urged to go to the polls on February 14, 2012, to vote on the questions regarding the Union Public Schools Independent School District #9 Bond Issue.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL THIS 7TH DAY OF FEBRUARY, 2012.

ATTEST:

MAYOR

(seal) City Clerk

APPROVED AS TO FORM:

City Attorney

THE COMMUNICATOR

SPECIAL ISSUE - JANUARY 2012

**Vote...
February 14!**

*Get to the
U
'heart*

of it![®]

Published by
Union Public Schools
Independent School District #9
Volume 37, No. 2

HOW EACH SITE IS AFFECTED

Besides the major construction project at Union High School, this proposal provides funds for basic, but critical capital improvements, equipment, and tools for successful teaching and learning and district operations.

ANDERSEN ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

BOEVERS ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Carpet and Flooring, Computer Lab Upgrade

BRIARGLEN ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Carpet and Flooring

CEDAR RIDGE ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

CLARK ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Refrigerator/Freezer

DARNABY ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Computer Lab Upgrade, Telephone Upgrade

GROVE ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

JARMAN ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Computer Lab Upgrade

JEFFERSON ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

McAULIFFE ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Computer Lab Upgrade

MOORE ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

PETERS ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

ROSA PARKS ELEMENTARY

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Computer Lab Upgrade

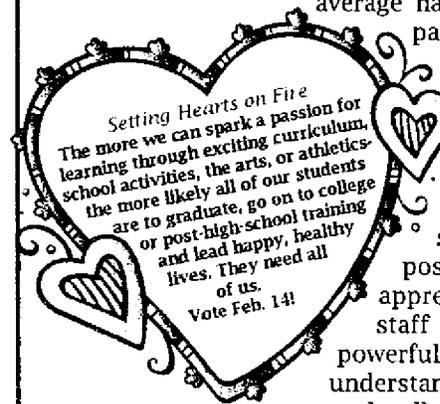
ROSA PARKS EARLY CHILDHOOD EDUCATION CENTER

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

Get to the

Annual bond issues are the standard at Union to provide technology-rich classrooms and quality facilities for athletics, fine arts, and all schools. Patrons from the community have historically demonstrated their support for Union schools by casting their votes during bond issue elections.

Over the past few years the Union bond issue "yes vote" average has exceeded 82%. Last year patrons trudged through the snow to vote at the UMAC when the winter storm required the cancellation of school for the week. And even then, the voter turnout was strong and the support was overwhelmingly positive. This kind of support is appreciated so much by the faculty, staff and administrators and is a powerful incentive for educators. We understand that by passing bond issues voters do all they can to provide funding and educators have an equal obligation to do all we can to make this the best school district possible.



Voters can be confident that the bond issue planning process protects the taxpayers in the district while focusing on the most critical needs of the district. This year, the amount requested - \$19 million - is less than in recent years to ensure that in light of declining property values in the area, no tax increase will occur. Priorities for the bond issue have been determined after a thorough evaluation of the needs of all district sites and input from parents and staff has been solicited. Patron participation on the Bond Issue Task Force, Long-Range Planning Committee and Board of Education provides balance and objectivity to the process. By law bond dollars can be spent only on big-ticket items like construction, long-lasting equipment and technology, property, and buses. However, when the district can pay for such things with bond funds, the district's general fund can be reserved for staff salaries to lower the adult-student ratio. Therefore, bond dollars impact each student's classroom experience directly while also maintaining the safety and quality of our physical facilities.

The pride and spirit we feel after winning state championships - girls softball, cheer, football, and pom already this year, or seeing the marching band win sixth in the nation - adds to the academic mission of our district. The goals of 100%

Vote Valentine's Day

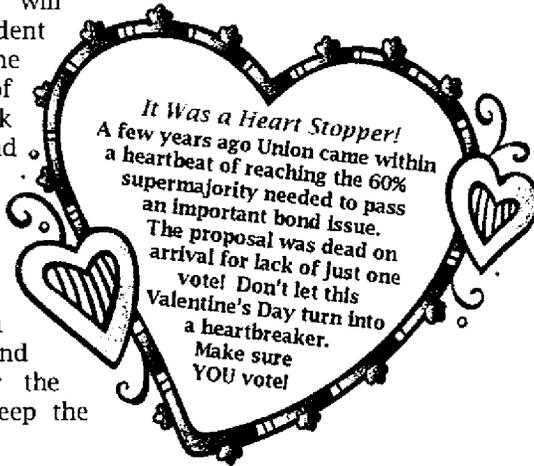
Passage of the 2012 Union I



of it!

Graduation and 100% College and Career Ready are driving us in every aspect of the district. Our achievement scores have increased this year in every area tested and we have more High School students successful in dual-credit college classes, virtual learning, and Advanced Placement courses than ever before. We've even just been honored by the College Board Honor Roll for open access and exemplary performance in the Advanced Placement program. With all this success, Union patrons can be assured that the educational choices and opportunities provided here can't be equaled in any private school. Public education in Union is working. Your tax investment is providing a quality, rigorous, appropriate education for all students. We are helping each child to reach his/her highest potential. That is the goal of public education in America, and we are doing our part with your help.

The 2012 bond issue is building on the Union success story. Expanded facilities for the Union Collegiate Academy at the High School will be furnished with this bond issue. Fine arts areas will be expanded at the 6/7 Grade Center to provide space for the growing number of students who are enjoying band, orchestra, and choir. Improvements to the tennis and swimming areas will bring them up to Union standards. Textbooks, library books, technology, buses, and building improvements will impact every student and continue the Union tradition of excellence. We ask for your vote and your support on February 14th as we get to the heart of it - a quality education adds to the quality of life in our community and your support for the bond issue will keep the beat alive in Union.



Thank you,

Cathy Burden, Ph.D.

Cathy Burden, Ph.D.
Superintendent of Union Public Schools

-Tuesday, February 14!

nd issues will NOT raise taxes!

HOW EACH SITE IS AFFECTED (Cont.)

6TH/7TH GRADE CENTER

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Computer Lab Upgrades (2), Fine Arts Wing, Telephone Upgrade, Pool Air Conditoner Upgrade, Pool Boiler Replacement, Pool Area Upgrade with Paint and Flooring

8TH GRADE CENTER

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

9TH GRADE CENTER

Site Allocation, Media Allocation/Online Subscriptions/Software/Books, Tennis Facility with Multi-use Building and Resurfaced Courts, Remodel

HIGH SCHOOL

Site Allocation, Media Allocation/Online Subscriptions/Software/Books; Union Collegiate Academy Fixtures, Furniture, and Equipment; Computer Lab Upgrades (2), Road Construction

ALTERNATIVE SCHOOL

Site Allocation, Media Allocation/Online Subscriptions/Software/Books

UMAC

Hallway Flooring Replacement, Telephone Upgrade, Upgrade Sound System and Associated Technology and Equipment/Installation

ATHLETICS/SPIRIT

Equipment/Uniforms/Technology

FINE ARTS

Band/Orchestra Instruments, Equipment, and Uniforms

TECHNOLOGY

Hardware, Software, Cables, Drops, Teacher Computer Upgrades and Printers

MAINTENANCE/OPERATIONS

Building automation systems at all schools; rooftop air conditioners, fences, parking, sidewalks, playgrounds, hot water tanks, ceiling tiles, dumpsters, windows; up to three Operations and Maintenance vehicles to move and deliver equipment, food, supplies, etc., for all schools and departments

TRANSPORTATION

Up to Ten Route Buses and Five Special Education Buses

DISTRICT

Contingency & Bond Fees, Textbooks/Software, Online Assessment Technology, Software and/or Software Maintenance Renewals, and Land/Building Purchase/Property Remodel

the Communicator

The Communicator (USPS 097 430) is published quarterly with extra issues in October and January by Union Public Schools, 8506 E. 61st Street, Tulsa, OK 74133-1926. It is issued to patrons of the Union Public School District free of charge. Dr. Cathy Burden is Superintendent of Schools. Gretchen Haas-Bethell is Communications Executive Director/Editor. The Communicator staff includes Janie Froman, Beverly Thummel, and Mike Vore. Send address changes to The Communicator, 8506 E. 61st Street, Tulsa, OK 74133-1926, or call 918-357-6015.

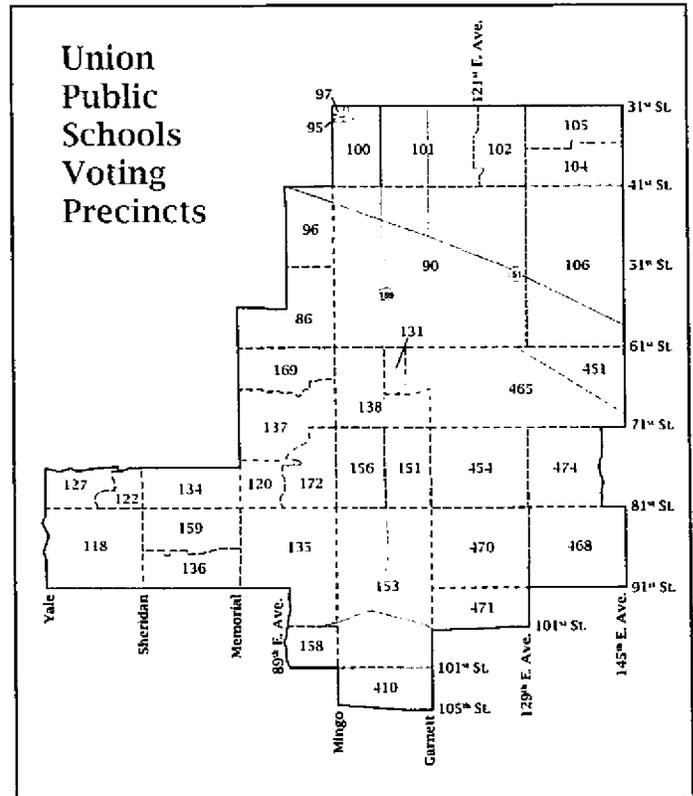


Precinct Polling Places and Addresses

Every ten years, following the Federal Decennial Census, election precinct boundaries are realigned. In accordance with state law, precinct boundaries must adhere to all Congressional, State Senate, State House and County Commission district lines. If your precinct number or your polling place has changed, you should have received notification and a new voter registration card from the Election Board. Please be sure to check the map at right and the precinct listing below. If you have any questions, please call the Tulsa County Election Board at 918-596-5780.

Precinct, Polling Place & Address

- 86 Volunteers of America of OK, 9605 E. 61
- 90 Treasure Parks Rockwood Village, 4130 S. 104 E. Ave.
- 95 Community Christian Church, 8920 E. 31 St.
- 96 Regency Park Nazarene Church, 8707 E. 51
- 97 Mayo Demonstration School, 2525 S. 101 E. Ave.
- 100 Hicks Community Center, 3443 S. Mingo Rd.
- 101 Garnett Church of Christ, 12000 E. 31
- 102 Briarglen Elementary School, 3303 S. 121 E. Ave.
- 104 Metropolitan Insurance Co., 12902 E. 51
- 105 Boevers Elementary School, 3433 S. 133 E. Ave.
- 106 Rosa Parks Elementary School, 13702 E. 46 Pl.
- 118 Helmerich Library, 5131 E. 91
- 120 Thoreau Demonstration Academy, 7370 E. 71
- 122 Thoreau Demonstration Academy, 7370 E. 71
- 127 Food Pyramid, 4818 E. 80 St.
- 131 Volunteers of America of OK, 9605 E. 61
- 134 Central Church of the Nazarene, 7291 E. 81
- 135 Calvary Bible Church, 8555 E. 91
- 136 Helmerich Library, 5131 E. 91
- 137 Asbury United Methodist, 6767 S. Mingo
- 138 Asbury United Methodist, 6767 S. Mingo
- 151 Union Intermediate High, 7616 S. Garnett; B.A.
- 153 Tulsa Community College SE, 10300 E. 81
- 156 Union Intermediate High, 7616 S. Garnett; B.A.
- 158 Hardesty Regional Library, 8316 E. 93 St.
- 159 Hardesty Regional Library, 8316 E. 93 St.
- 169 Country Club of Woodland Hills, 6333 S. 91 E. Ave.
- 172 Woodland Terrace, 9524 E. 71 Street
- 410 Evergreen Baptist Church, 10301 E. 111 St.
- 451 Calvary Baptist Church, 851 W. Norman, B.A.
- 454 Bethany Free Will Baptist Church, 100 N. Olive Ave., B.A.
- 465 Union 8th Grade Center, 6501 S. Garnett; B.A.
- 468 New Creation Church, 1200 S. Olive; B.A.
- 470 St Michael's Episcopal Church, 8837 S. Garnett; B.A.
- 471 Cedar Ridge Christian Church, 4010 W. New Orleans, B.A.
- 474 Immanuel Lutheran Church, 400 N. Aspen; B.A.



Voter Registration

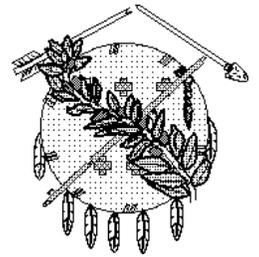
Voter registration books close Friday, January 20 (24 days prior to the election). Completed registration forms must be postmarked by January 20. You can obtain a registration form at any Union school site, the Union Education Service Center, or the Tulsa County Election Board. For more information, call the Tulsa County Election Board at 918-596-5780.

Absentee Balloting

Absentee ballots must be requested by 5:00 p.m. on Wednesday, February 8 (Wednesday prior to the election). Completed and notarized absentee ballots must be mailed back and received by the Election Board by 7:00 p.m. on election day.

Walk-In absentee balloting at the Election Board office (555 N. Denver) is Friday, February 10, and Monday, February 13, 8:00 a.m.-6:00 p.m. For more information, call the Tulsa County Election Board at 918-596-5766 or 918-596-5780.

**Broken Arrow City Council
Meeting of: 2-7-12**



To: Mayor and City Council
From: Office of the City Attorney
Subject: Consideration and possible approval of Resolution No. 730 authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 1010 West Madison Place, Broken Arrow, Oklahoma 74012

Background: In October, 2011, City Staff inspected the property located at 1010 West Madison Place, Broken Arrow, Oklahoma 74012 and found multiple code violations including damaged shingles, holes in the roof, bricks separating from the home and cracks in the foundation. Further, the structure that was not in good repair structurally, sound or sanitary and constituted not only a menace to the health and safety of the public but was also a public nuisance. A Notice to Abate the Nuisance of the subject property was sent on October 26, 2011, to the title holder of record, Johnny Mack and Christy Lee Howell, 1701 Hampton Court, Bedford, TX 76021-2415, advising the title holders of the code violations on the property. A public hearing was held on November 17, 2011, in which an Order of Abatement was issued by Hearing Officer, Steven Torres. The Order of Abatement was sent to the record owners of the property by mail. There were no mortgage holders recorded in the office of the Tulsa County Clerk. The Order was to repair or demolish the structure at 1010 West Madison Place, Broken Arrow, Oklahoma 74012, but as of this date the owners have failed to abate the nuisance. Title 50, O.S. § 17 provides that in cases where it is deemed impractical to summarily abate any such nuisance, a City or town may bring suit in the District Court into the County in which such nuisances are located by the governing body of a town or City adopting a resolution to direct or bring a lawsuit in the proper Court for the purpose of abating a nuisance.

As noted above, this structure located at 1010 West Madison Place, Broken Arrow, Oklahoma 74012, on the real estate located described as:

Lot 8, Block 3, Rockwood 2nd Addition, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof, and locally known as 1010 West Madison Place, Broken Arrow, Oklahoma 74012.

ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

Broken Arrow City Council

Meeting: 02-07-2012

Subject: Approval of Resolution No. 730 authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 1010 West Madison Place, Broken Arrow, Oklahoma 74012

Said property has previously been declared a public nuisance. The Legal Department requests the City Council to approve the Resolution authorizing the City Attorney to file an action in the District Court to obtain a Decree ordering the abatement of the public nuisance and should the owner fail to abate the nuisance as ordered, that the matter being referred to the Development Services Department which will take all necessary action to demolish and remove said structure.

Cost: All costs associated with the abatement

Prepared By: Beth Anne Wilkening, City Attorney

Reviewed By: Michael Skates, P.E., CFM, Development Services Department

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

Attachments: Resolution No. 730

Recommendation: Approve Resolution No.730 and authorize execution.

ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

RESOLUTION NO. 730

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL AUTHORIZING THE CITY LEGAL DEPARTMENT TO FILE AN ACTION IN DISTRICT COURT TO OBTAIN A DECREE ORDERING THE ABATEMENT OF A PUBLIC NUISANCE REGARDING THE PROPERTY LOCATED AT 1010 WEST MADISON PLACE, BROKEN ARROW, OKLAHOMA 74012

WHEREAS, the property located at 1010 West Madison Place, Broken Arrow, Oklahoma 74012, was inspected by representatives of the City of Broken Arrow who determined that the main structure in its present condition constitutes not only a menace to the health and safety of the public, but is also a public nuisance; and

WHEREAS, on October 26, 2011, a Notice to Abate a Nuisance public hearing letter was mailed to the owner of the property by United States Postal Service at the address shown at the current year's tax rolls in the Tulsa County Treasurer's Office, namely Johnny Mack and Christy Lee Howell, 1701 Hampton Ct., Bedford, TX 76021-2415, advising the property owners of a public hearing on November 17, 2011; and

WHEREAS, that following the public hearing on November 17, 2011, an Order of Abatement was issued finding that the structure at 1010 West Madison Place, Broken Arrow, Oklahoma, 74012, in its present condition was a dilapidated structure in violation of City Ordinance Section 15-1.C(15) and 15-4, an Oklahoma State Statute, Title 11, O.S. §§ 22-111, 112; and

WHEREAS, the above-described public nuisance remains unabated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BROKEN ARROW, OKLAHOMA, that the main structure on the property legally described as Lot 8, Block 3, Rockwood 2nd Addition, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof, and locally known as 1010 West Madison Place, Broken Arrow, Oklahoma 74012, has previously been declared a public nuisance; and

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to file an action in District Court pursuant to 50 O.S. § 17, to obtain a Decree ordering the abatement of the public nuisance and should the owner fail to abate the nuisance as ordered, that the matter may be referred to the neighborhood improvement department to take all necessary action to demolish and remove said main structure.

APPROVED AND PASSED in Open Meeting by the City Council of the City of Broken Arrow on this 7th day of February, 2012.

ATTEST:

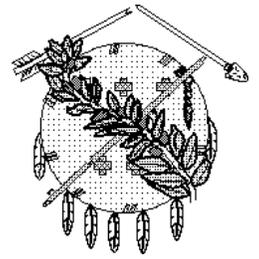
Mayor

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

**Broken Arrow City Council
Meeting of: 2-7-12**



To: Mayor and City Council
From: Office of the City Attorney
Subject: Consideration and possible approval of Resolution No. 731 authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 19826 East 46th Street, Broken Arrow, Oklahoma 74014

Background: In November, 2011, City Staff inspected the property located at 18926 East 46th Street, Broken Arrow, Oklahoma 74014. A Voluntary Compliance Program Courtesy letter was sent to the title holder of record, Anatolly C. Aruntunoff at 19826 East 46th Street South, Broken Arrow, Oklahoma 74014, advising the title holder of code violations on the property, namely a fire that resulted in over fifty percent (50%) in damage to the house, the house needed to be demolished and the structure that was not in good repair structurally, sound or sanitary and constituted not only a menace to the health and safety of the public but was also a public nuisance. Notice to Abate the Nuisance of the subject property was sent on November 4, 2011, to the title holder of record, Anatolly C. Aruntunoff, at 19826 East 46th Street South, Broken Arrow, Oklahoma 74014 advising the title holder of the code violations on the property. A public hearing was held on November 17, 2011, in which an Order of Abatement was issued by Hearing Officer, Steven Torres. The Order of Abatement was sent to the record owners of the property by mail and the Notice to Abate a Nuisance Public Hearing was also mailed to the following mortgage holders as shown by the records of the Office of the County Clerk: GMAC, 3451 Hammond Avenue, P. O. Box 780, Waterloo, Iowa 50702, Homecomings Financial, One Meridian Crossing, Suite 100, Minneapolis, MN 54423, Homecomings Financial, 14850 Quorum Drive, Suite 500, Dallas, Texas 75524, Kivell, Rayment and Francis, Jenny McCune 766 E. 61st Street, Suite 550, Tulsa, Oklahoma 74133. The Order was to repair or demolish the structure at 18926 East 46th Street, Broken Arrow, Oklahoma 74014, but as of this date have failed to abate the nuisance. Title 50, O.S. § 17 provides that in cases where it is deemed impractical to summarily abate any such nuisance, a City or town may bring suit in the District Court into the County in which such nuisances are located by the governing body of a town or City adopting a resolution to direct or bring a lawsuit in the proper Court for the purpose of abating a nuisance. In this case, GMAC has instituted a foreclosure action and title to the home is uncertain.

As noted above, this structure located at 19826 East 46th Street, Broken Arrow, Oklahoma 74014, on the real estate located and described as:

Eagle Creek II, Lot 6, Block 5, Wagoner County, State of Oklahoma
(19826 East 46th Street, Broken Arrow, Oklahoma)

ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

Broken Arrow City Council

Meeting: 02-07-2012

Subject: Approval of Resolution No. 731 authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 18926 East 46th Street, Broken Arrow, Oklahoma 74014

Said property has previously been declared a public nuisance. The Legal Department requests the City Council to approve the Resolution authorizing the City Attorney to file an action in the District Court to obtain a Decree ordering the abatement of the public nuisance and should the owner fail to abate the nuisance as ordered, then the matter will be referred to the Development Services Department which will take all necessary action to demolish and remove said structure.

Cost: All costs associated with the abatement

Prepared By: Beth Anne Wilkening, City Attorney

Reviewed By: Michael Skates, P.E., CFM, Development Services Department

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

Attachments: Resolution No. 731

Recommendation: Approve Resolution No.731 and authorize execution.

ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

RESOLUTION NO. 731

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL AUTHORIZING THE CITY LEGAL DEPARTMENT TO FILE AN ACTION IN DISTRICT COURT TO OBTAIN A DECREE ORDERING THE ABATEMENT OF A PUBLIC NUISANCE REGARDING THE PROPERTY LOCATED AT 19826 E. 46TH STREET, BROKEN ARROW, OKLAHOMA 74014

WHEREAS, the property located at 19826 East 46th Street, Broken Arrow, Oklahoma 74014, was inspected by representatives of the City of Broken Arrow who determined that the structure in its present condition constitutes not only a menace to the health and safety of the public, but is also a public nuisance; and

WHEREAS, on November 4, 2011, a Notice to Abate a Nuisance public hearing letter was mailed to the owner of the property by United States Postal Service mail at the address shown on the current year's tax rolls in the Wagoner County Treasurer's Office, namely Anatolly C. Arutunoff, 19826 East 46th Street South, Broken Arrow, Oklahoma 74014; and

WHEREAS, the Notice to Abate a Nuisance Public Hearing was also mailed to the following mortgage holders as shown by the records of the Office of the County Clerk: GMAC, 3451 Hammond Avenue, P. O. Box 780, Waterloo, Iowa 50702, Homecomings Financial, One Meridian Crossing, Suite 100, Minneapolis, MN 54423, Homecomings Financial, 14850 Quorum Drive, Suite 500, Dallas, Texas 75524, Kivell, Rayment and Francis, Jenny McCune 766 E. 61st Street, Suite 550, Tulsa, Oklahoma 74133; and

WHEREAS, at the public hearing held on November 17, 2011, Stephen Torres, Hearing Officer for the City of Broken Arrow, found the structure at 19826 East 46th Street to be in violation of City Ordinance, Section 15-1.C(15) and 15-4, and Oklahoma State Statute, Title 11, O.S. §§ 22-111, 112; and

WHEREAS, following the public hearing on November 17, 2011, an Order of Abatement was issued finding that the structure in its present condition was a dilapidated structure in violation of City Ordinance, Section 15-1.C(15) and 15-4, and Oklahoma State Statute, Title 11, O.S. §§ 22-111, and 112; and

WHEREAS, the above-described public nuisance remains unabated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BROKEN ARROW, OKLAHOMA, that the main structure on the property legally described as Eagle Creek II, Lot 6, Block 5, Wagoner County, State of Oklahoma, and locally known as 19826 East 46th Street, Broken Arrow, Oklahoma 74014, has previously been declared a public nuisance; and

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to file an action in District Court pursuant to 50 O.S. § 17, to obtain a Decree ordering the abatement of the public nuisance and should the owner fail to abate the nuisance as ordered, that the matter may be referred to the neighborhood improvement department to take all necessary action to demolish and remove said main structure.

APPROVED AND PASSED in Open Meeting by the City Council of the City of Broken Arrow on this 7th day of February, 2012.

Mayor

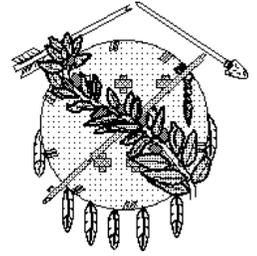
ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the Tourism Director
Subject: Consideration and possible approval of appointment of Tiffani Bruton to the Convention and Visitors Bureau

Background: On January 17, 2012, the Council approved the nomination of Tiffani Bruton to fill the open position on the Convention and Visitors Bureau.

Ms. Bruton is the Director of Public Affairs with Cox Communications. Her depth of knowledge with community relations, marketing and public relations will make her a valuable asset to the CVB.

Ms. Bruton has agreed to serve on the Convention and Visitors Bureau, if appointed, with a term ending September 30, 2012.

Cost: None

Prepared By: Lori Hill, Tourism Director

Reviewed By: City Manager
City Attorney

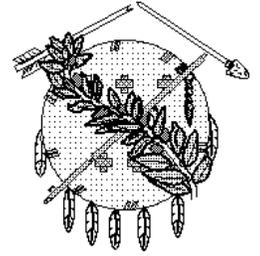
Approved By: David L. Wooden, P.E., City Manager

Attachments: None

Recommendation: Approve appointment of Tiffani Bruton to the Broken Arrow Convention and Visitors Bureau with a term expiring September 30, 2012.

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the City Manager
An Ordinance closing utility easements in Lots Three (3) and Four (4), Block Six (6), 6100 Center, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

Background: The owner, Roy Sturgeon, of RDS Manufacturing Company plans to apply to District Court for foreclosure of the existing 11 foot utility easement. The sanitary sewer in the existing easement to be closed will be relocated east and south around the proposed approximately 40,000 foot building expansion for up to 60 new jobs.

Staff has reviewed all documents and attachments pertaining to this request and recommends closing the part of the utility easement as requested. The new utility easements will accompany the final ordinance at the next meeting under consent agenda.

Cost: Recording Fees

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

Reviewed By: Engineering and Construction
Utilities Department
Legal Department

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

Attachments: Preview Ordinance
Overall map
Letter of request
Application

Recommendation: Preview ordinance and set for adoption

ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

Ordinance No. _____

An Ordinance closing utility easements in Lots Three (3) and Four (4), Block Six (6), 6100 Center, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The utility easement affecting the real estate described as follows:

LEGAL DESCRIPTION OF PORTION OF EASEMENT TO BE CLOSED

THE WEST 11.0 FEET OF LOT 3, LESS THE SOUTH 17.50 FEET THEREOF AND THE EAST 11.0 OF LOT 4, LESS THE SOUTH 17.50 FEET THEREOF, BLOCK 6, 6100 CENTER AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this utility easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this easement.

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

PASSED AND APPROVED and this _____ day of February, 2012.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED:

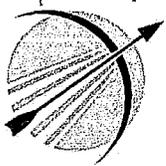
CITY ATTORNEY

November 23, 2011

RDS Manufacturing Co.
4217 W. Seattle
Broken Arrow, Oklahoma

Re: Easement Closure

Roy Sturgeon, RDS Manufacturing Co, is requesting the closing of the 11.0 utility easement, being the west 11.0 feet of Lot 3 and the east 11.0 feet of Lot 4, Block 6, 6100 Center. This request is made to necessitate the expansion of the existing manufacturing building across the common property line of Lot 3 and Lot 4.



BROKEN ARROW

Where opportunity lives

APPLICATION FOR CLOSING EASEMENTS, CLOSING RIGHTS-OF-WAY OR VACATION OF PLAT

Applicant (Print Name): JR DONELSON Phone: 918-394-3030

Address: 12820 SO. MEMORIAL DR, #100 Zip Code: 74008
BIXBY, OKLAHOMA

FAX Number: (918) 394-3030

Property Owner(s) of Record: ROY D. STURGEON TRUST Phone: 918-459-5100

Address: 4217 W. SEATTLE ST. Zip Code: 74012
BROKEN ARROW, OK

FAX Number: (918) 459-5150

Signature of Property Owner(s) or provide a copy of Property Deed showing ownership (Required):

JR Donelson for Roy Sturgeon
AGENT
DEEDS ATTACHED

A. Parcel Number (Required): 83970-84-05-02800 (Obtained from County Tax Bill)

B. Detailed description of reason for your request (attach detailed letter):

On Disc (CD or 3 1/2" floppy disk): Items C-E Please provide copy of legal description in WORD format
Item F Please provide PDF or TIF

- C. Legal description and address of the subject property:
- D. Legal description of entire easement or public right-of-way:
- E. Legal description of portion to be closed
- F. Survey of property (please attach paper copy)

FEE:

Application Fee (\$100.00), Publishing (\$150.00) and Ordinance
Filing Fee (\$25.00) = Total \$275.00

RECEIVED STAMP



Utility Company
Signatures

Applicant: JR DONELSON

Mailing Address: 12820 SO. MEMORIAL DR. #100, BIXBY, OK. 74008
Street City State Zip

Property location: 4217 W. SEATTLE ST., BROKEN ARROW

Legal: 3 & 4 6 6100 CENTER
Lot Block Subdivision

AEP/PSO:

~~Evelyn Shelton~~ Mark Butler - Mel Btler

Phone: 918-599-2132x2351 Signature

Fax: 1-866-247-8466 Comments: No objection to closing the UK
212 E 6th Street between these lots.

Tulsa, OK 74102

WindStream Communications:

Angela Rahe Angela Rahe
Phone: 918-451-3427 Signature

Fax: 918-451-1865 Comments: No objection
2300 S 1st Street

Broken Arrow, OK 74012

ONG:

~~Bill Morgan~~ Phone: 918-451-3814 Sjil
~~Joe Williams~~ Phone: 918-451-3812 Signature

Fax: 918-451-0899 Comments: 918-831-8386

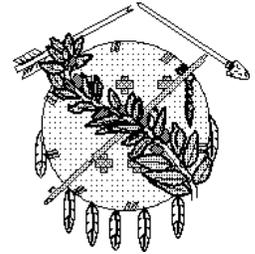
Cox Communications:

~~Kevin Catlett~~ Mike Walker Mike Cook
Phone: 918-286-4658 4667 Signature

Fax: 918-286-4018 Comments: _____
11811 E 51st Street

Tulsa, OK 74146

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: An Ordinance closing utility easements in Lots Nine (9) and Ten (10), Block One (1), Castlegate, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

Background: The owner of the property, Merrick Family, LLC is requesting closure of a portion of two utility easements located on Lots Nine (9) and Ten (10), Block 1 of Castlegate. The property is located approximately one quarter mile north of Washington Street (91st Street South) and east of South Garnett Road. The easements are being closed to facilitate the development of the property. The owner wishes to build a home over the two lots.

The owner plans to apply to District Court for foreclosure of the portion of the easement. Staff has reviewed all documents and attachments pertaining to this request and recommends closing the part of the utility easement as requested.

Cost: Recording Fees

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

Reviewed By: Engineering and Construction
Utilities Department
Legal Department

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

Attachments: Preview Ordinance
Exhibit A.1 and B.1 (page 1 and 2) for Lot 9
Exhibit A.2 and B.2 (page 1 and 2) for Lot 10
Application

Recommendation: Preview ordinance and set for adoption

Ordinance No. _____

An Ordinance closing utility easements in Lots Nine (9) and Ten (10), Block 1 Castlegate, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The Utility Easements affecting the real estate described as follows:

A TRACT OF LAND THAT IS A PART OF LOT 9, BLOCK 1, "CASTLEGATE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT (NO. 5830) THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 0°01'26" EAST AND ALONG THE WEST LINE OF SAID LOT 9, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'30" EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 9, FOR A DISTANCE OF 5.00 FEET; THENCE SOUTH 0°01'26" EAST AND PARALLEL WITH THE WEST LINE OF SAID LOT 9, FOR A DISTANCE OF 167.50 FEET; THENCE SOUTH 89°57'30" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 0°01'26" WEST AND ALONG THE WEST LINE OF SAID LOT 9, FOR A DISTANCE OF 167.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 837.50 SQUARE FEET, OR 0.019 ACRES.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARINGS SHOWN ON THE RECORDED PLAT OF CASTLEGATE (NO. 5830).

AND

A TRACT OF LAND THAT IS A PART OF LOT 10, BLOCK 1, "CASTLEGATE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5830), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 0°01'26" EAST, ALONG THE EAST LINE OF SAID LOT 10, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°01'26" EAST, ALONG THE EAST LINE OF SAID LOT 10, FOR A DISTANCE OF 160.00 FEET; THENCE SOUTH 89°57'30" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 0°01'26" WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT 10, FOR A DISTANCE OF 160.00 FEET; THENCE NORTH

89°57'30" EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 10, FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 800.00 SQUARE FEET, OR 0.018 ACRES.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARINGS SHOWN ON THE RECORDED PLAT OF CASTLEGATE (NO. 5830).

are not presently in use, and are hereby closed. Provided that the City reserves the right to reopen these utility easements in the event they are needed in the future, without the necessity to pay the owner or their successors for the reopening of these easements.

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

PASSED AND APPROVED and this _____ day of February, 2012.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED:

CITY ATTORNEY

Exhibit "A.1"

Lot 9, Block 1 Castlegate - Plat No. 5830 Easement Closure

Legal Description

A TRACT OF LAND THAT IS A PART OF LOT 9, BLOCK 1, "CASTLEGATE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT (NO. 5830) THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 0°01'26" EAST AND ALONG THE WEST LINE OF SAID LOT 9, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'30" EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 9, FOR A DISTANCE OF 5.00 FEET; THENCE SOUTH 0°01'26" EAST AND PARALLEL WITH THE WEST LINE OF SAID LOT 9, FOR A DISTANCE OF 167.50 FEET; THENCE SOUTH 89°57'30" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 0°01'26" WEST AND ALONG THE WEST LINE OF SAID LOT 9, FOR A DISTANCE OF 167.50 FEET TO THE POINT OF BEGINNING.

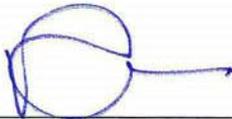
SAID TRACT CONTAINING 837.50 SQUARE FEET, OR 0.019 ACRES.

Basis of Bearings

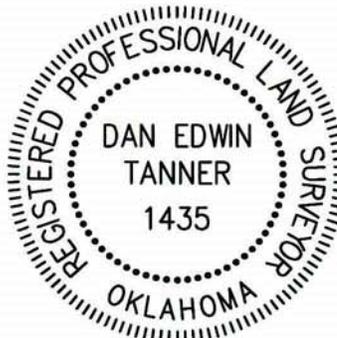
THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARINGS SHOWN ON THE RECORDED PLAT OF CASTLEGATE (NO. 5830).

Real Property Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT CLOSURE AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



DAN E. TANNER, PLS
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/13



12.9.2011
DATE

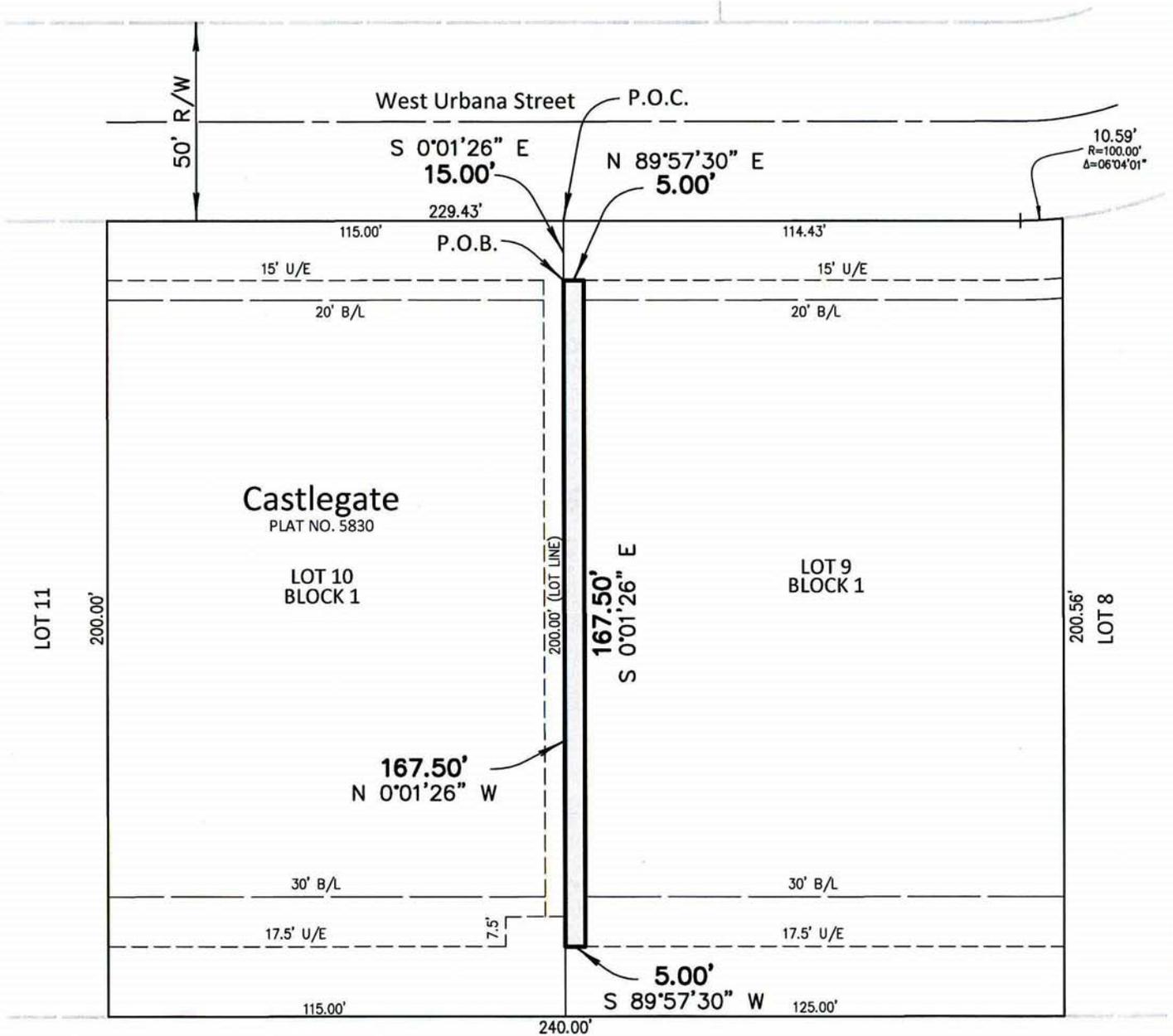
Tanner Consulting, LLC

5323 SOUTH LEWIS AVENUE • TULSA, OKLAHOMA 74105 • (918)745-9929



Exhibit "B.1"

Lot 9, Block 1
Castlegate - Plat No. 5830
Easement Closure



Legend

Unplatted

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

Tanner Consulting, LLC

5323 SOUTH LEWIS AVENUE • TULSA, OKLAHOMA 74105 • (918)745-9929

Exhibit "A.2"

Lot 10, Block 1 Castlegate - Plat No. 5830 Easement Closure

Legal Description

A TRACT OF LAND THAT IS A PART OF LOT 10, BLOCK 1, "CASTLEGATE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5830), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 0°01'26" EAST, ALONG THE EAST LINE OF SAID LOT 10, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°01'26" EAST, ALONG THE EAST LINE OF SAID LOT 10, FOR A DISTANCE OF 160.00 FEET; THENCE SOUTH 89°57'30" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 0°01'26" WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT 10, FOR A DISTANCE OF 160.00 FEET; THENCE NORTH 89°57'30" EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 10, FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

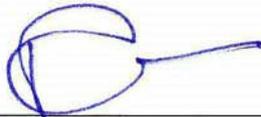
SAID TRACT CONTAINING 800.00 SQUARE FEET, OR 0.018 ACRES.

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARINGS SHOWN ON THE RECORDED PLAT OF CASTLEGATE (NO. 5830).

Real Property Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT CLOSURE AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



DAN E. TANNER, PLS
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/13



12.9.2011
DATE

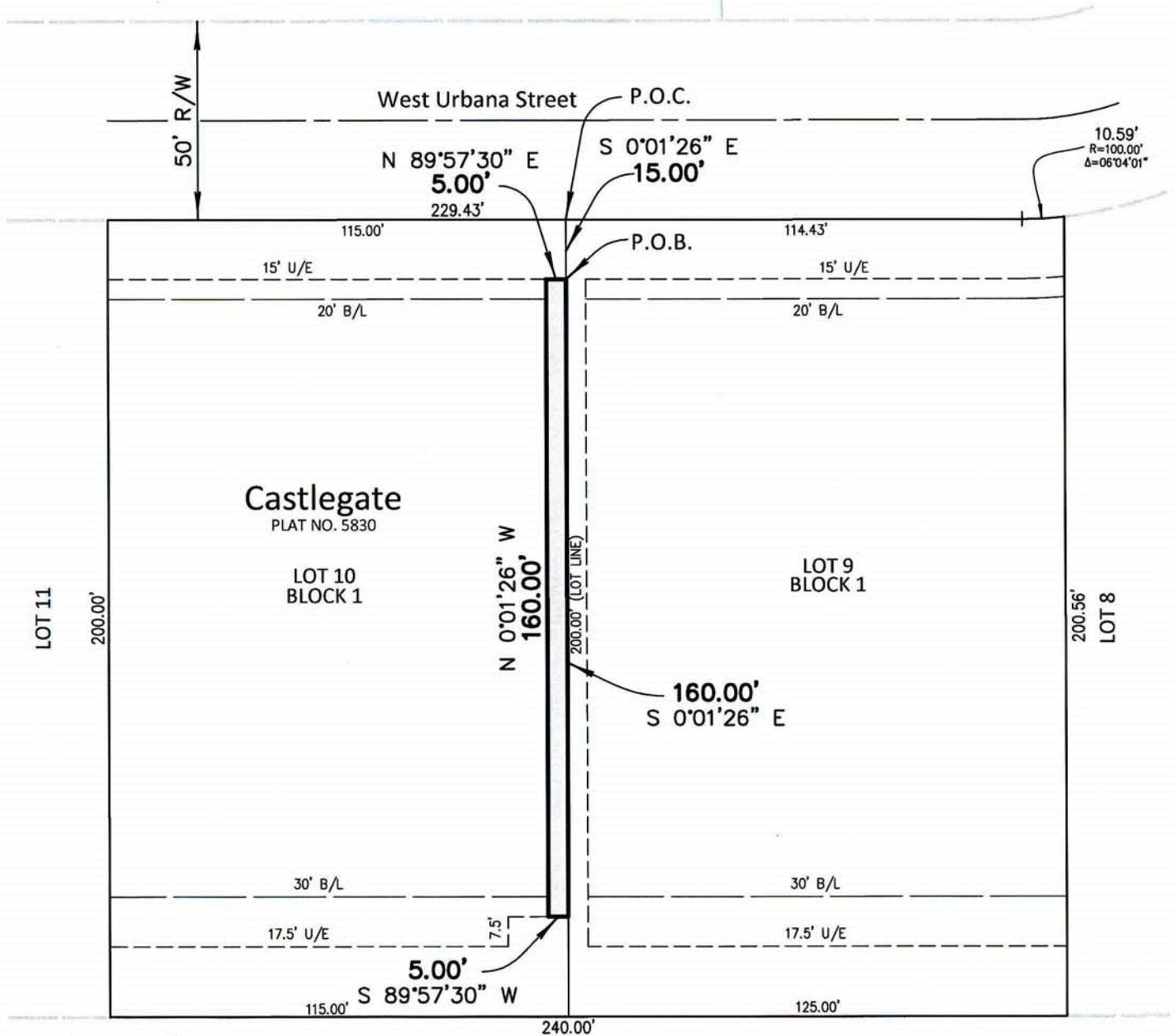
Tanner Consulting, LLC

5323 SOUTH LEWIS AVENUE • TULSA, OKLAHOMA 74105 • (918)745-9929



Exhibit "B.2"

Lot 10, Block 1
Castlegate - Plat No. 5830
Easement Closure



Legend

Unplatted

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT

Tanner Consulting, LLC

5323 SOUTH LEWIS AVENUE • TULSA, OKLAHOMA 74105 • (918)745-9929



BROKEN ARROW

Where opportunity lives

**APPLICATION FOR CLOSING
EASEMENTS, CLOSING
RIGHTS-OF-WAY OR
VACATION OF PLAT**

Applicant (Print Name): MATT BAER (TANNER CONSULTING, LLC) Phone: 918.745.9929

Address: 5323 SOUTH LEWIS AVENUE ; TULSA, OK Zip Code: 74105

FAX Number: (918) 745.9969 EMAIL: MATT@TANNERBAITSHOP.COM

Property Owner(s) of Record: MERRICK FAMILY, LLC Phone: 918.628.3300

Address: 9820 E. 41st ST. ; SUITE 301 ; TULSA, OK Zip Code: 74146

FAX Number: () _____

Signature of Property Owner(s) or provide a copy of Property Deed showing ownership (Required):

SEE ATTACHED DEEDS TO BOTH PROPERTIES

A. Parcel Number (Required): 59040 ; 59050 (Obtained from County Tax Bill)

B. Detailed description of reason for your request (attach detailed letter):

On Disc (CD or 3 1/2" floppy disk): Items C-E Please provide copy of legal description in WORD format

Item F Please provide PDF or TIF

- C. Legal description and address of the subject property:
- D. Legal description of entire easement or public right-of-way:
- E. Legal description of portion to be closed
- F. Survey of property (please attach paper copy)

FEE:

Application Fee (\$100.00), Publishing (\$150.00) and Ordinance
Filing Fee (\$25.00) = Total \$275.00



BROKEN ARROW
Where opportunity lives

**Utility Company
Signatures**

Applicant: MATT BAER (TANNER CONSULTING, LLC)

Mailing Address: 5323 S. LEWIS AVE. TULSA OK 74105
Street City State Zip

Property location: 4709 & 4713 W. URBANA ST.

Legal: 9510 1 CASTLE GATE PLAT NO. 5830
Lot Block Subdivision

AEP/PSO:

Evelyn Shelton

Phone: 918-599-2132 Signature

Fax: 1-866-247-8466 Comments: no conflicts

212 E 6th Street

Tulsa, OK 74102

WindStream Communications:

Angela Rahe

Phone: 918-451-3427 Signature

Fax: 918-451-1865 Comments:

2300 S 1st Street

Broken Arrow, OK 74012

ONG:

Bill Morgan Phone: 918-451-3814

Joe Williams Phone: 918-451-3812 Signature

Fax: 918-451-0899 Comments:

Cox Communications:

Kevin Catlett

Phone: 918-286-4658 Signature

Fax: 918-286-4018 Comments:

11811 E 51st Street

Tulsa, OK 74146



BROKEN ARROW
Where opportunity lives

**Utility Company
Signatures**

Applicant: MATT BAER (TANNER CONSULTING, LLC)

Mailing Address: 5323 S. LEWIS AVE. TULSA OK 74105
Street City State Zip

Property location: 4709 & 4713 W. URBANA ST.

Legal: 9910 1 CASTLE GATE PLAT NO. 5830
Lot Block Subdivision

AEP/PSO:

Evelyn Shelton _____
Phone: 918-599-2132 Signature _____
Fax: 1-866-247-8466 Comments: _____
212 E 6th Street _____
Tulsa, OK 74102 _____

WindStream Communications:

Angela Rahe Angela Rahe _____
Phone: 918-451-3427 Signature _____
Fax: 918-451-1865 Comments: _____
2300 S 1st Street _____
Broken Arrow, OK 74012 _____

ONG:

Bill Morgan Phone: 918-451-3814 _____
Joe Williams Phone: 918-451-3812 Signature _____
Fax: 918-451-0899 Comments: _____

Cox Communications:

Kevin Catlett _____
Phone: 918-286-4658 Signature _____
Fax: 918-286-4018 Comments: _____
11811 E 51st Street _____
Tulsa, OK 74146 _____



BROKEN ARROW

Where opportunity lives

**Utility Company
Signatures**

Applicant: MATT BAER (TANNER CONSULTING, LLC)

Mailing Address: 5323 S. LEWIS AVE. TULSA OK 74105
Street City State Zip

Property location: 4709 & 4713 W. URBANA ST.

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BROKEN ARROW
Where opportunity lives

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Cox Communications:

Kevin Catlett 
Phone: 918-286-4658 Signature
Fax: 918-286-4018 Comments:
11811 E 51st Street
Tulsa, OK 74146



P.O. Box 330281
Tulsa, Oklahoma 74133
(918) 806-1740
www.geodeca.com
Certification of Authorization #5254
Renewed Date: June 30, 2012

Legal Description:

Lot Nine (9), Block One (1), CASTLEGATE, an Addition in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.
AND
Lot Ten (10), Block One (1), CASTLEGATE, an Addition in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

Exceptions:

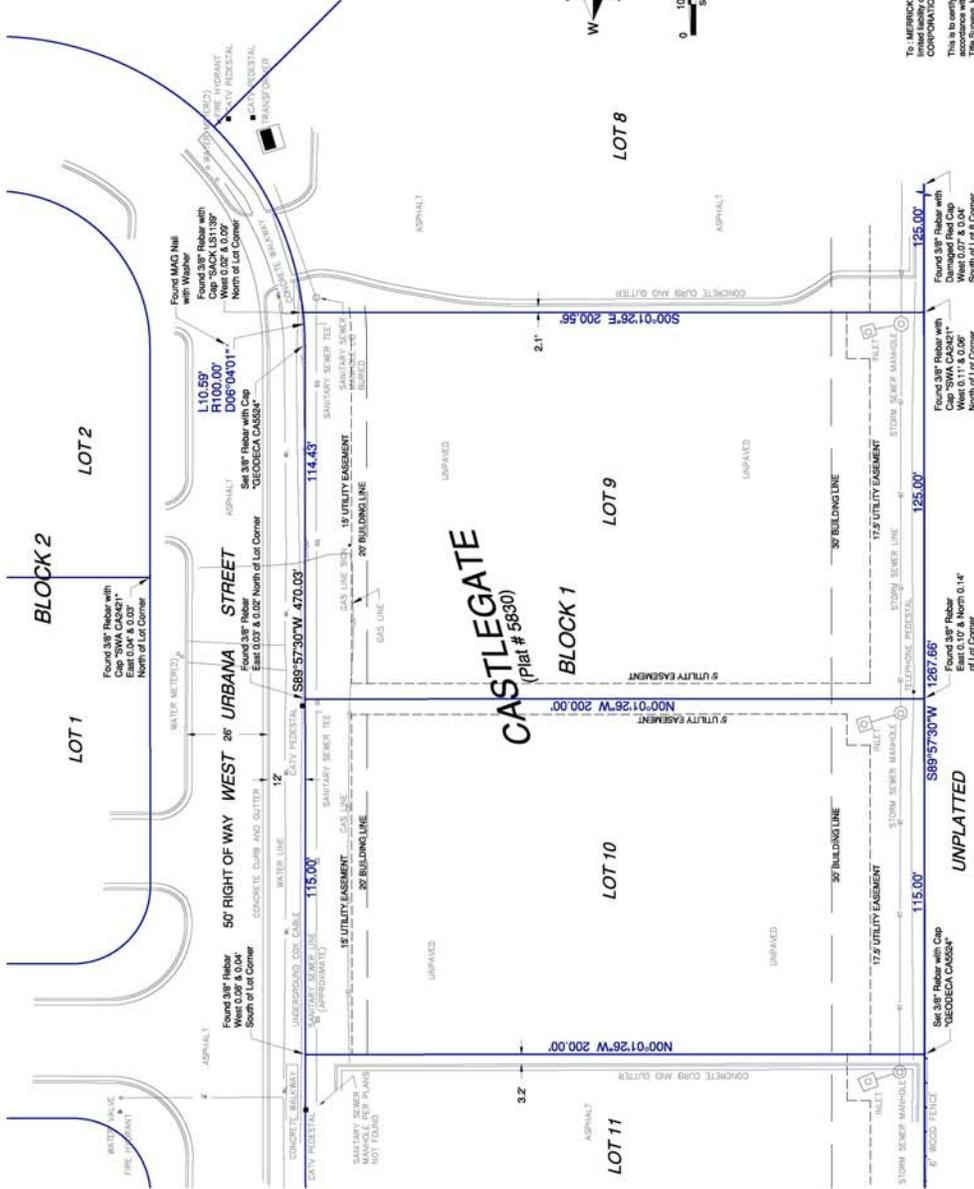
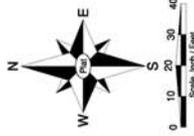
First American Title Insurance Company Commitment for The Insurance Schedule B, Part (I), Commitment No. CC1182 Effective Date August 1, 2011 at 7:30 am and CC1181 Effective Date July 23, 2011 at 7:30AM.
9 and 11. Covenants, conditions, restrictions, and building setback lines and easements as created by Plat No. 5830 and Deed of Dedication of CASTLEGATE, P.L.D. No. 126-B of the City of Broken Arrow, filed November 23, 2009, and all amendments thereto, including but not limited to, easements for utility lines, and all other restrictions, including a reference, location, or description based on name, color, region, size, radius, bearing, distance, or bearing and distance are hereby deemed to be the intent of the parties to this survey and shall be a part of this survey. ALL RIGHTS ARE HEREBY RESERVED TO THE RECORD OWNER OF THE PROPERTY.

Notes:

Property address per plat: 4709.4713 West Urbana Street, Broken Arrow, Oklahoma 74012.
Bearings shown based on the Back Sight of "Castlegate" Plat No. 5830 as filed with the Tulsa County Clerk.
All underground utilities were located by means of a radio frequency transmitter and receiver system per area information or record plan. All underground utilities may not be shown. Call OKCIE: (1-800-522-6643) before digging.
Gas line marked slightly over easement in lot 8.
Sanitary sewer: manholes fits buried, line is approximate.
No electric lines marked, transformer in lot 8.
Subject property shown to be within zone X, unshaded and according to FRM Map Number 401402088K revised date August 03, 2009. No graphics can be shown.
No buildings, observed evidence of easement or construction roadway. No observed use as a waste dump or landfill.



Section 17, T-18N, R-14E



To: MERCURY FAMILY LLC, ENVIRONMENTAL DEVELOPMENTS, LLC, an Oklahoma limited liability company; COMMUNITY HOME HEALTH, INC.; FRISCO TITLE CORPORATION; FIRST AMERICAN TITLE INSURANCE COMPANY
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Surveys as set forth in the American Land Title Association's Minimum Standards of Practice for ALTA/ACSM Land Surveys, Table A (1-4, & 1-10) thereof. This said work was completed on August 13, 2011. This Plat of Survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as set forth in the Oklahoma Statutes Title 10, Chapter 10, Section 10-101, Oklahoma Statutes Code Book of Regulations for Professional Engineers and Land Surveyors.
Witness my hand and seal this 19th day of August, 2011.

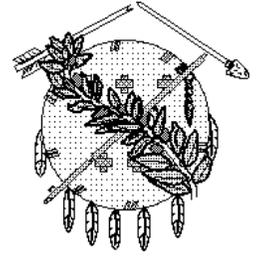


Russell M. Mack
Licensed Professional Land Surveyor
No. 1190034
GEODECA LLC
CA # 5254 (renewal date June 30th, 2012)



ALTA/ACSM Land Title Survey	
Tulsa County, State of Oklahoma	
Lot Nine (9) & Lot Ten (10), Block One (1), CASTLEGATE	
Survey Date: August 13, 2011	Issue Date: August 15, 2011
Revised: None	Revision: None
GEODECA Project #: 1190034	Drafter: RMM
County: Tulsa	Approved: RMM
City: Tulsa	Approved: eBSG
Drawing File: _PRJ_SUNY110804_LSurvey110804_survey.dwg	

**Broken Arrow City Council
Meeting of: 02-07-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: An Ordinance closing utility easements in Lots Four (4) and Eight (8), Block One (1), The Shops at Broken Arrow II, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

Background: The owner of the property, Auburndale-Halifax Broken Arrow, LLC is requesting closure of a portion of three utility easements located on Lot 4 and 8, Block 1 of the Shops at Broken Arrow II. The property is located approximately one quarter mile west of 9th Street (Lynn Lane Avenue) and one half mile north of Kenosha Street (71st Street). These utility easements were platted with the property at time of platting prior to a business locating on the site. These lots encompass the Dicks Sporting Goods. During design, the water line had to be moved so that it was not beneath the landscape areas, store and fit the layout of the site (shown in red on last attachment). The as-built water line (shown in black on last attachment), is the location of the looped water line system for the Dicks Sporting Goods.

The owner plans to apply to District Court for foreclosure of the portion of the easement. Staff has reviewed all documents and attachments pertaining to this request and recommends closing the part of the utility easement as requested.

Cost: Recording Fees

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

Reviewed By: Engineering and Construction
Utilities Department
Legal Department

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

Attachments: Preview Ordinance
Exhibit A-1 (page 1 and 2)
Exhibit A-2 (page 1 and 2)
Exhibit A-3 (page 1 and 2)
Application
Water line map
Plat

Recommendation: Preview ordinance and set for adoption

ACTION: APPROVAL: ____ **APPROVAL W/ CONDITION:** ____ **DENIAL:** ____ **TABLED:** ____ **VOTE:** ____

Ordinance No. _____

An Ordinance closing utility easements in Lots Four (4) and Eight (8), Block One (1), The Shops at Broken Arrow II, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and repealing all ordinances to the contrary

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The Utility Easements affecting the real estate described as follows:

EXHIBIT A-1 LEGAL DESCRIPTION

A STRIP OF LAND THAT IS PART OF LOTS FOUR (4) AND EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE DUE NORTH ALONG THE EASTERLY LINE OF SAID LOT 8 FOR 175.64 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE NORTH 45°00'00" WEST FOR 14.14 FEET; THENCE DUE NORTH FOR 299.79 FEET; THENCE DUE WEST FOR 5.00 FEET; THENCE DUE NORTH FOR 30.00 FEET; THENCE DUE EAST FOR 15.00 FEET; THENCE DUE SOUTH FOR 80.64 FEET; THENCE DUE EAST FOR 13.53 FEET; THENCE DUE SOUTH FOR 10.00 FEET; THENCE DUE WEST FOR 13.53 FEET; THENCE DUE SOUTH FOR 249.15 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 0.083 ACRES, MORE OR LESS.

EXHIBIT A-2 LEGAL DESCRIPTION

A STRIP OF LAND THAT IS PART OF LOT FOUR (4), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II; THENCE DUE EAST ALONG THE NORTHERLY LINE OF SAID LOT 8 FOR 535.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE DUE NORTH FOR 273.43 FEET; THENCE DUE WEST FOR 25.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING DUE WEST FOR 252.99 FEET; THENCE DUE SOUTH FOR 9.90 FEET; THENCE DUE WEST FOR

10.00 FEET; THENCE DUE NORTH FOR 9.90 FEET; THENCE DUE WEST FOR 101.53 FEET; THENCE NORTH 45°00'00" EAST FOR 14.14 FEET; THENCE DUE EAST FOR 354.52 FEET; THENCE DUE SOUTH FOR 10.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 0.085 ACRES, MORE OR LESS.

EXHIBIT A-3 LEGAL DESCRIPTION

A STRIP OF LAND THAT IS PART OF LOT FOUR (4), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II; THENCE DUE EAST ALONG THE NORTHERLY LINE OF SAID LOT 8 FOR 535.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE CONTINUING DUE EAST FOR 52.00 FEET; THENCE DUE NORTH 313.43 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE DUE WEST FOR 72.00 FEET; THENCE DUE NORTH FOR 10.00 FEET; THENCE DUE EAST FOR 72.00 FEET; THENCE DUE SOUTH FOR 10.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 0.017 ACRES, MORE OR LESS.

are not presently in use, and are hereby closed. Provided that the City reserves the right to reopen these utility easements in the event they are needed in the future, without the necessity to pay the owner or their successors for the reopening of these easements.

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

PASSED AND APPROVED and this _____ day of January, 2012.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED:

CITY ATTORNEY

Exhibit "A-1"
Part of Lots 4 & 8, Block 1
The Shops at Broken Arrow II
Utility Easement Vacation

Legal Description

A STRIP OF LAND THAT IS PART OF LOTS FOUR (4) AND EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE DUE NORTH ALONG THE EASTERLY LINE OF SAID LOT 8 FOR 175.64 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE NORTH 45°00'00" WEST FOR 14.14 FEET; THENCE DUE NORTH FOR 299.79 FEET; THENCE DUE WEST FOR 5.00 FEET; THENCE DUE NORTH FOR 30.00 FEET; THENCE DUE EAST FOR 15.00 FEET; THENCE DUE SOUTH FOR 80.64 FEET; THENCE DUE EAST FOR 13.53 FEET; THENCE DUE SOUTH FOR 10.00 FEET; THENCE DUE WEST FOR 13.53 FEET; THENCE DUE SOUTH FOR 249.15 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

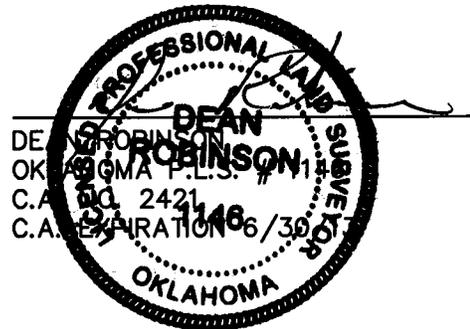
SAID STRIP OF LAND CONTAINS 0.083 ACRES, MORE OR LESS.

Legal Description Certification

I, DEAN ROBINSON, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED.

1/31/12

DATE

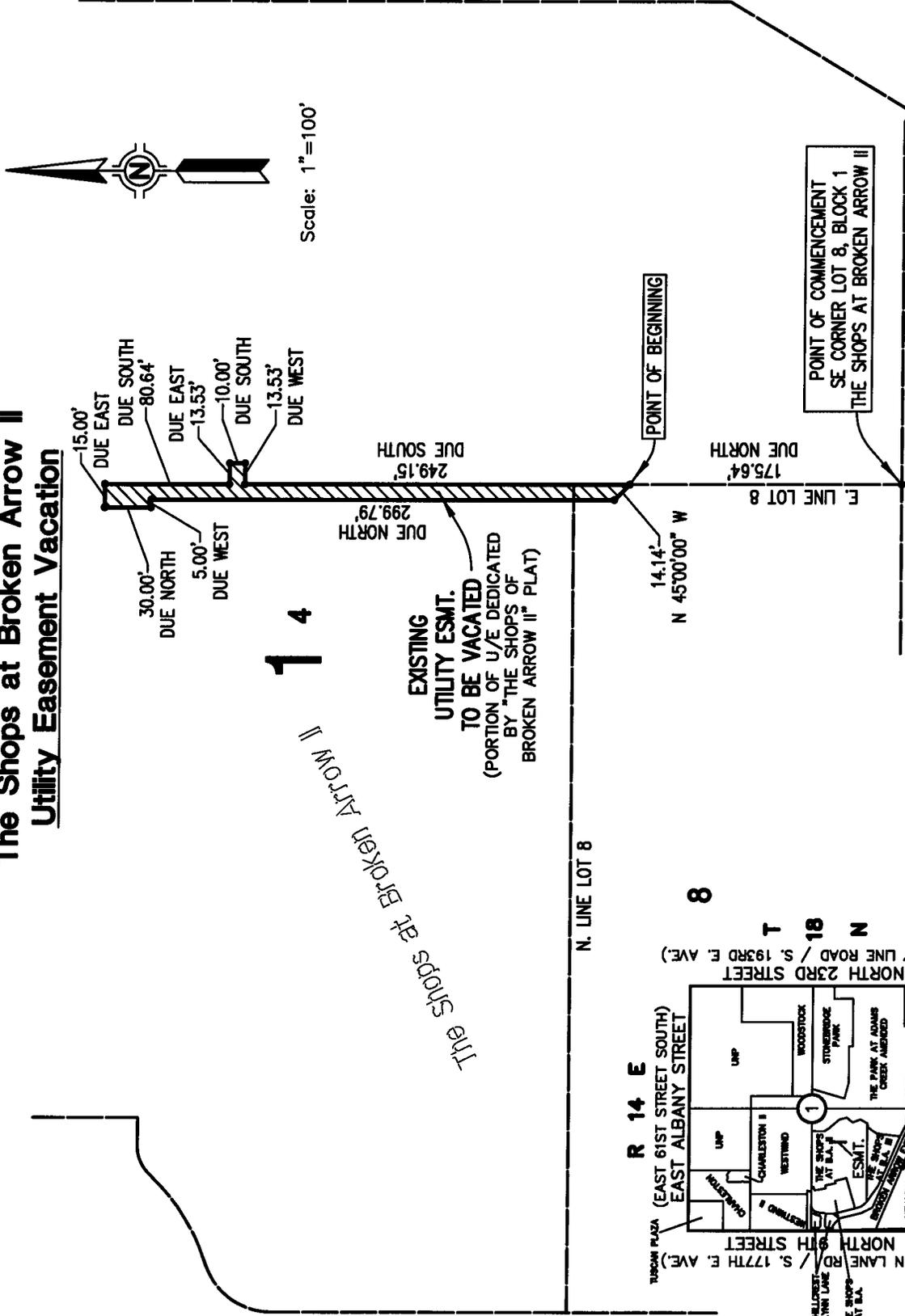


DRAWING: K:\16544.04\WL-EXHIBIT-A1-VAC.DWG



Exhibit "A-1"

Part of Lots 4 & 8, Block 1 The Shops at Broken Arrow II Utility Easement Vacation

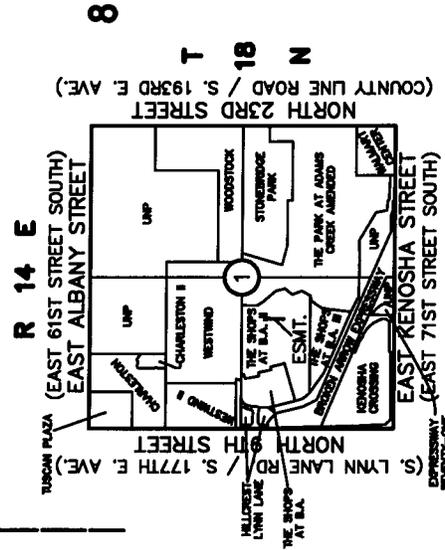


Scale: 1"=100'

1 4

The Shops at Broken Arrow II

EXISTING
UTILITY ESMT.
TO BE VACATED
(PORTION OF U/E DEDICATED
BY "THE SHOPS OF
BROKEN ARROW II" PLAT)



Location Map



Sisemore Weisz & Associates, Inc.
 6111 EAST 32nd PLACE
 TULSA, OKLAHOMA 74196
 C.A. NO. 2421
 W.O. NO. 18644.04
 PHONE (918) 665-3600
 FAX: (918) 665-8668
 EXP. DATE 8/30/13

Exhibit "A-2"
Part of Lot 4, Block 1
The Shops at Broken Arrow II
Utility Easement Vacation

Legal Description

A STRIP OF LAND THAT IS PART OF LOT FOUR (4), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II; THENCE DUE EAST ALONG THE NORTHERLY LINE OF SAID LOT 8 FOR 535.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE DUE NORTH FOR 273.43 FEET; THENCE DUE WEST FOR 25.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING DUE WEST FOR 252.99 FEET; THENCE DUE SOUTH FOR 9.90 FEET; THENCE DUE WEST FOR 10.00 FEET; THENCE DUE NORTH FOR 9.90 FEET; THENCE DUE WEST FOR 101.53 FEET; THENCE NORTH 45°00'00" EAST FOR 14.14 FEET; THENCE DUE EAST FOR 354.52 FEET; THENCE DUE SOUTH FOR 10.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 0.085 ACRES, MORE OR LESS.

Legal Description Certification

I, DEAN ROBINSON, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED.

1/31/12

DATE



DEAN ROBINSON
OKLAHOMA P.L.S. # 1146
C.A. NO. 2421
C.A. EXPIRATION 6/30/13



Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 18544.04

PHONE: (918) 665-3800
FAX: (918) 665-8668
EXP. DATE 6/30/13

Exhibit "A-3"
Part of Lot 4, Block 1
The Shops at Broken Arrow II
Utility Easement Vacation

Legal Description

A STRIP OF LAND THAT IS PART OF LOT FOUR (4), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT EIGHT (8), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II; THENCE DUE EAST ALONG THE NORTHERLY LINE OF SAID LOT 8 FOR 535.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE CONTINUING DUE EAST FOR 52.00 FEET; THENCE DUE NORTH 313.43 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE DUE WEST FOR 72.00 FEET; THENCE DUE NORTH FOR 10.00 FEET; THENCE DUE EAST FOR 72.00 FEET; THENCE DUE SOUTH FOR 10.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 0.017 ACRES, MORE OR LESS.

Legal Description Certification

I, DEAN ROBINSON, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED.

1/31/12

DATE



DRAWING: K:\18544.04\WL-EXHIBIT-A3-VAC.DWG

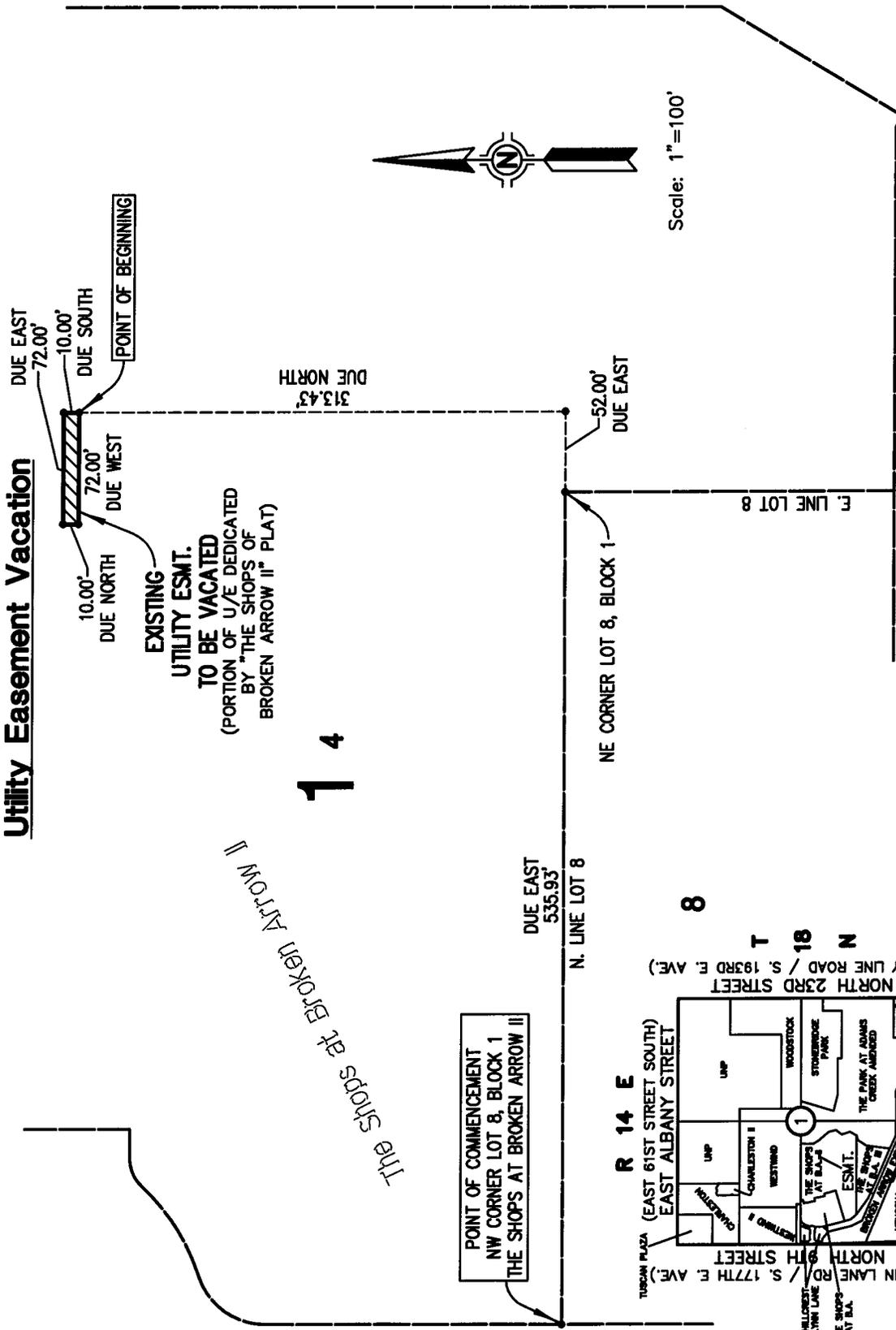


Exhibit "A-3"

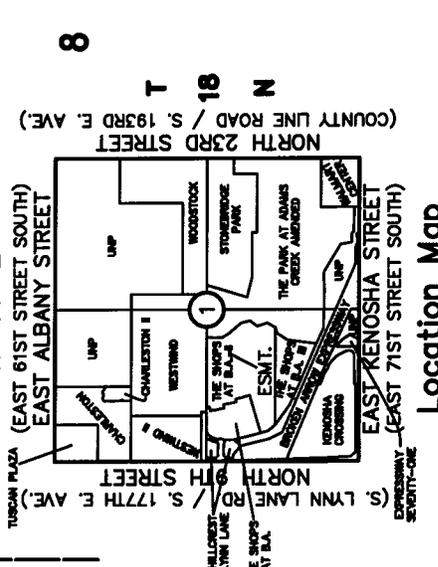
Part of Lot 4, Block 1

The Shops at Broken Arrow II

Utility Easement Vacation



POINT OF COMMENCEMENT
 NW CORNER LOT 8, BLOCK 1
 THE SHOPS AT BROKEN ARROW II



Scale: 1"=100'



Sisemore Weisz & Associates, Inc.
 6111 EAST 32ND PLACE
 TULSA, OKLAHOMA 74135
 C.A. NO. 2421
 W.O. NO. 18544.04
 PHONE: (918) 685-3800
 FAX: (918) 686-8668
 EXP. DATE 8/30/13



BROKEN ARROW

Where opportunity lives

APPLICATION FOR CLOSING EASEMENTS, CLOSING RIGHTS-OF-WAY OR VACATION OF PLAT

Applicant (Print Name): Sisemore Weisz & Assoc., Inc. Phone: 918-665-3600

Address: 6111 E. 32nd Place, Tulsa, OK Zip Code: 74135

FAX Number: (918) 663-9606

Property Owner(s) of Record: Auburndale-Halifax Broken Arrow, LLC Phone: (214)-528-4600

Address: 5485 Beltline Rd., Suite 115, Dallas, TX Zip Code: 75254

FAX Number: (918) 520-9317

Signature of Property Owner(s) or provide a copy of Property Deed showing ownership (Required):

Auburndale - Halifax Broken Arrow LLC

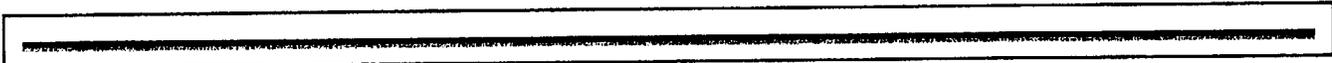
[Signature] *msa/member*

A. Parcel Number (Required): 81012-84-01-67360 # 67400 (Obtained from County Tax Bill)

B. Detailed description of reason for your request (attach detailed letter):

On Disc (CD or 3 1/2" floppy disk): **Items C-E Please provide copy of legal description in WORD format**
Item F Please provide PDF or TIF

- C. Legal description and address of the subject property:
- D. Legal description of entire easement or public right-of-way:
- E. Legal description of portion to be closed
- F. Survey of property (please attach paper copy)



FEE:
 Application Fee (\$100.00), Publishing (\$150.00) and
 Ordinance Filing Fee (\$25.00) = Total \$275.00

RECEIVED STAMP



BROKEN ARROW

Where opportunity lives

Utility Company Signatures

Applicant: Sisemore Weisz & Associates, Inc.

Mailing Address: 6111 E 32nd Place Tulsa OK 74135
Street City State Zip

Property location: 1620 E. Hillside Drive North, Broken Arrow

Legal: 4 & 8 1 The Shops at Broken Arrow II
Lot Block Subdivision

AEP/PSO:

Evelyn Shelton
Phone: 918-250-6249
emshelton@aep.com
Mark Butler
Phone: 918-599-2351
Fax: 1-866-947-2806

Signature
Comments: _____

WindStream Communications:

Angela Rahe
Phone: 918-451-3427
Fax: 918-451-1865
2300 S 1st Street
Broken Arrow, OK 74012
Angela.rahe@windstream.com

Signature
Comments: _____

ONG:

Bill Morgan Phone: 918-451-3814
2421 S. 1st Place
Broken Arrow, OK 74012
Joe Williams Phone: 918-451-3812
Fax: 918-451-0899
bmorgan@ong.com

Signature
Comments: _____

Cox Communications:

Kevin Catlett
Phone: 918-286-4658
Fax: 918-286-4018
11811 E 51st Street
Tulsa, OK 74146
Kevin.catlett@cox.com

Signature
Comments: _____



BROKEN ARROW
Where opportunity lives

Utility Company Signatures

Applicant: Sisemore Weisz & Associates, Inc.

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Property location: 1620 E. Hillside Drive North, Broken Arrow

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Angela.rahe@windstream.com

Signature *Angela Rahe*
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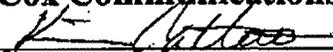
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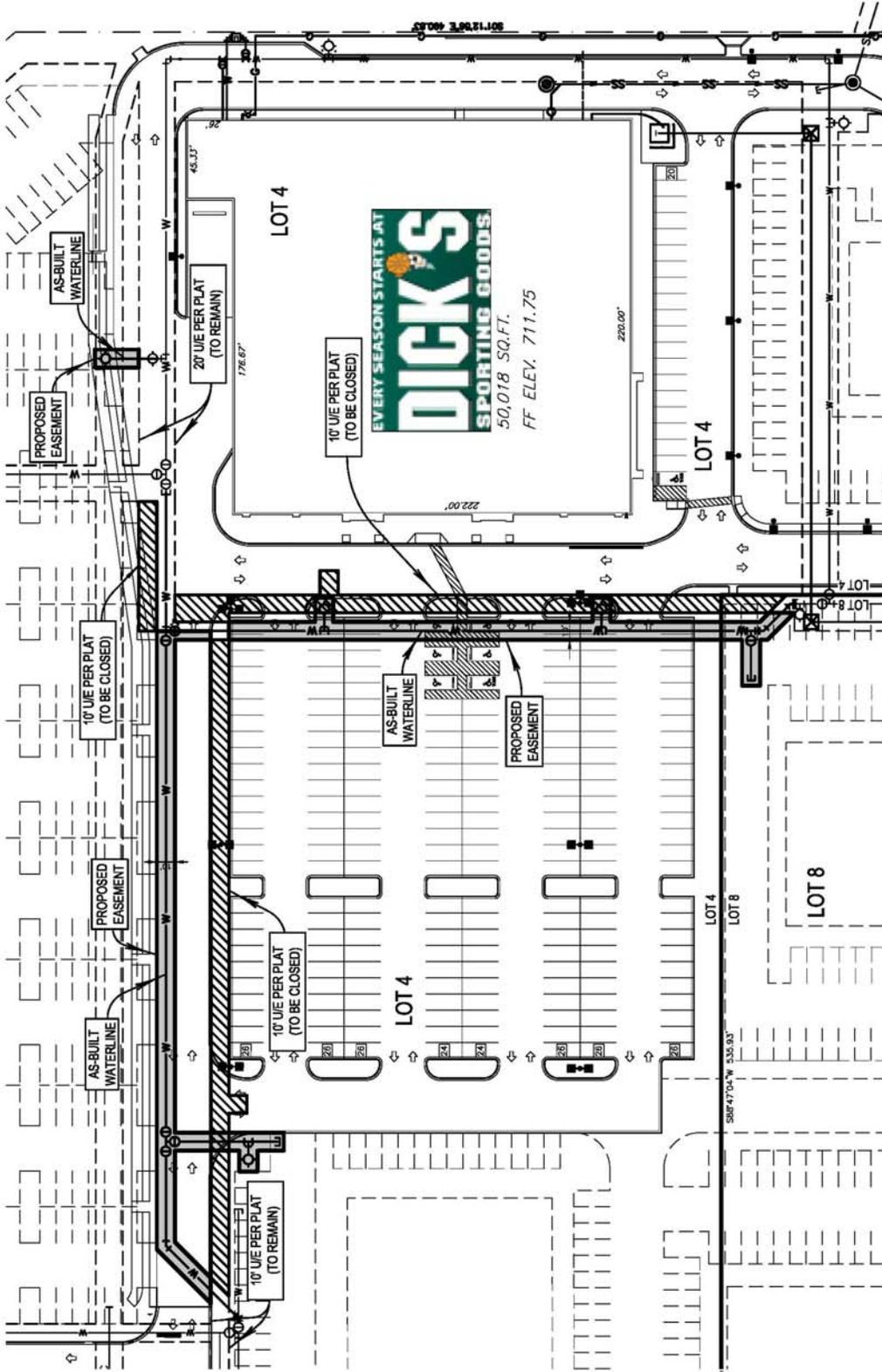
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Kevin.catlett@cox.com



Signature
Comments: _____



Scale: 1"=60'



Utility Easement Closure & Dedications Exhibit

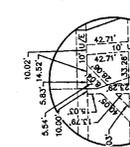


Sisemore Weisz & Associates, Inc.
811 EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 18644.04
PHONE (918) 665-3600
FAX (918) 665-8068
EXP. DATE 6/30/13
FILE NO. 1814.000

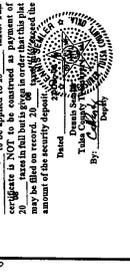
DATE PREPARED: 12/28/2011

'FINAL PLAT' The Shops at Broken Arrow II

A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
IN PART OF THE
SW/4 OF SECTION 1, T-18-N, R-14-E



CERTIFICATE
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax amount of \$ 17,743.00 less per acre credit amount of \$ 1,000.00 for a net tax of \$ 16,743.00. This tax is to be applied to the parcel as shown on this plat. The amount of this security deposit is \$ 16,743.00. The amount of the security deposit is \$ 16,743.00.



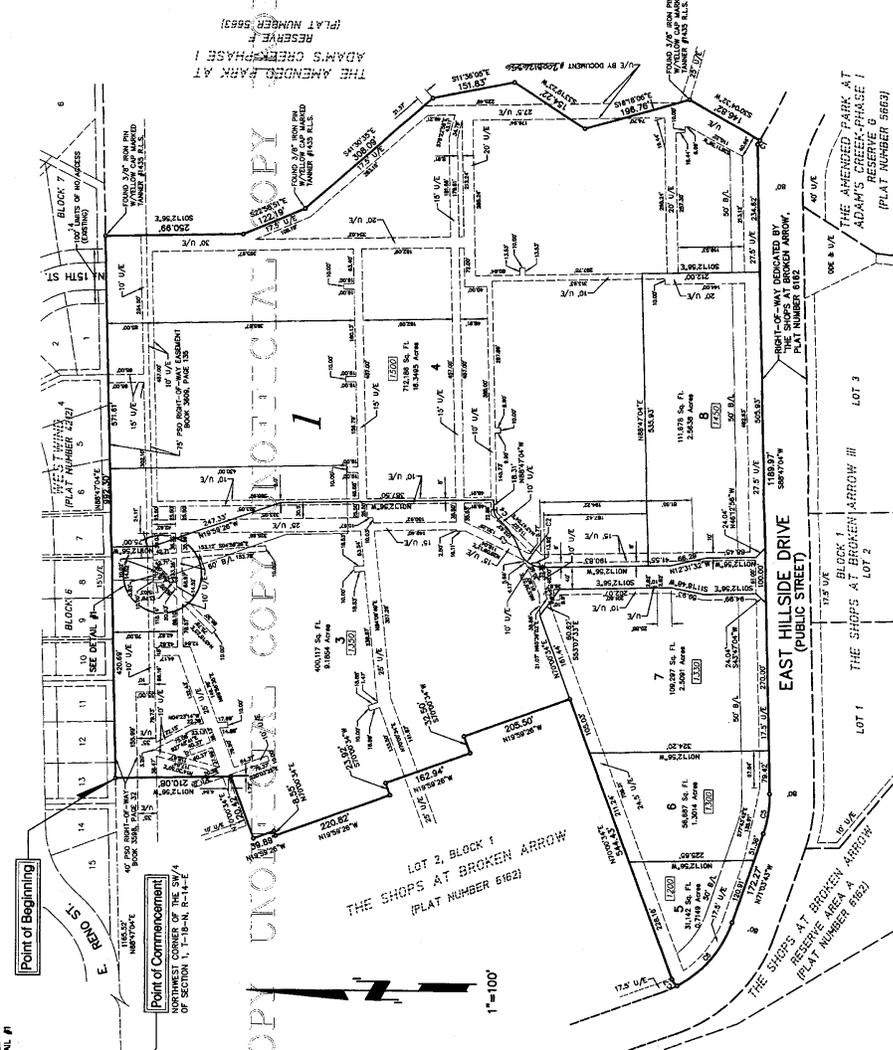
By: *Robert K. Carline*
Surveyor

Curve Length	Radius	Delta	Chord	Length
0.00	100.00	0.00	100.00	0.00
0.10	100.00	0.17	99.98	0.10
0.20	100.00	0.34	99.94	0.20
0.30	100.00	0.51	99.89	0.30
0.40	100.00	0.68	99.83	0.40
0.50	100.00	0.85	99.76	0.50
0.60	100.00	1.02	99.68	0.60
0.70	100.00	1.19	99.59	0.70
0.80	100.00	1.36	99.49	0.80
0.90	100.00	1.53	99.38	0.90
1.00	100.00	1.70	99.26	1.00
1.10	100.00	1.87	99.13	1.10
1.20	100.00	2.04	98.99	1.20
1.30	100.00	2.21	98.84	1.30
1.40	100.00	2.38	98.68	1.40
1.50	100.00	2.55	98.51	1.50
1.60	100.00	2.72	98.33	1.60
1.70	100.00	2.89	98.14	1.70
1.80	100.00	3.06	97.94	1.80
1.90	100.00	3.23	97.73	1.90
2.00	100.00	3.40	97.51	2.00

Block	Lot	First Floor Elevation	SS Rim Elevation	SS Inlet Elevation	SS Inlet to Backflow Preventer	SS Inlet to Sewer	SS Inlet to Stormwater
1	1	714.50	708.50	708.50	10'	708.50	708.50
1	2	714.50	708.50	708.50	10'	708.50	708.50
1	3	714.50	708.50	708.50	10'	708.50	708.50
1	4	714.50	708.50	708.50	10'	708.50	708.50
1	5	714.50	708.50	708.50	10'	708.50	708.50
1	6	714.50	708.50	708.50	10'	708.50	708.50
1	7	714.50	708.50	708.50	10'	708.50	708.50
1	8	714.50	708.50	708.50	10'	708.50	708.50
1	9	714.50	708.50	708.50	10'	708.50	708.50
1	10	714.50	708.50	708.50	10'	708.50	708.50

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY THE EXISTING THE PARK AT BROKEN ARROW. THE EXISTING DETENTION FACILITY IS LOCATED AT THE INTERSECTION OF EAST 17TH ST AND EAST 19TH ST. THE EXISTING DETENTION FACILITY IS DESCRIBED IN THE RECORDS OF THE CITY OF BROKEN ARROW, PLAT NO. 1771, SECTION 18-100, ACQUISITION MAY 17, 1980.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME OF RECORDING AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
ADDRESS#88
PDS-81307-44



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Point of Commencement

Point of Commencement
NORTHWEST CORNER OF THE SW/4 OF SECTION 1, T-18-N, R-14-E

Point of Beginning
Point of Commencement

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