

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

March 6, 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 February 21, 2012
 - B. Approval of acceptance of minutes of Planning Commission meeting held February 9, 2012
 - C. Approval of and authorization to execute Budget Amendment Number 7 for Fiscal Year 2011-2012
 - D. Approval of and authorization to execute a Meritorious Service Award to Ms. Judith Blaylock
 - E. Approval of bids received and award of the most advantageous bid to Classic Golf Carts for the purchase and installation of the drive batteries in the golf cart fleet for Battle Creek Golf course
 - F. Approval of bids received and award of the most advantageous bid to Don Brown Chevrolet for the purchase of two 4 Wheel Drive Police Sport Utility Vehicles for the Police Department
 - G. Approval of responsive bids received, award of the lowest responsible bid to Garrow Construction LLC, and authorization to execute a construction contract for Fiber Optic Lines from the New Orleans Street Water Tower to Police Headquarters on First Place and from Kenosha Street to the Public Safety Complex on Sixth Street
 - H. Approval of 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
 - I. Approval of and authorization to execute Work Order W08 with Earth Smart Construction, Inc. for miscellaneous concrete items and repairs under the Portland Cement Concrete Street Repair Contract
 - J. Approval of and authorization to execute a Partial Release of Real Property from an Operation and Easement Agreement with Target Corporation and Auburndale-Halifax Broken Arrow for 0.127-acre of land at The Park At Adams Creek, east of 9th Street on the north side of Hillside Drive
 - K. Approval of BAZ 1873, 0.51 acres, A-1 to CN, and SP-167D, 40 acres, northeast corner of New Orleans Street (101st Street) and Olive Avenue (129th East Avenue)
 - L. Approval of BAZ 1876, 0.34 acres, R-1 to R-2, south of Jasper Street (131st Street), east of Clyde Wright Avenue, at 416 East Fairway Court

- M. Approval of PT07-118, conditional final plat, Berwick Fairways II, 29.87 acres, 73 lots, R-1 and R-2 along with PUD 182, one-quarter mile north of Florence Street (111th Street), one-quarter mile east of Mingo Road (97th East Avenue)
- N. Approval of PUD 213 and BAZ 1874, Berkshire Medical Office, 1.20 acres, ON, one-half mile north of Washington Street (91st Street), east of Garnett Road (113th East Avenue)
- O. Approval of PUD 214 and BAZ 1875, 40.0 acres, A-1 to CH and IH, northwest corner of Omaha Street (51st Street) and Evans Road (225th East Avenue), one-half mile west of the Creek Turnpike
- P. Approval of acceptance of Utility Easement located in a tract of land belonging to The Roy Dean Sturgeon 1993 Revocable Trust, located approximately one quarter mile west of South Olive Avenue (129th East Avenue) and one half mile south of Albany Street (61st Street), Broken Arrow (NE/4 Section 5, T18N, R14E)
- Q. 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 of and possible acceptance from the Broken Arrow Economic Development Authority of a General Warranty Deed for right of way located approximately 2,640 feet south and 24.75 feet east of the South Aspen Avenue (S. 145th Street) and East Florence Street (E. 111th Street) intersection (Sec 34 T18N R14E), for the widening of South Aspen Avenue from East Florence Street (E 111th Street) to East Tucson Street (E 121st St), Project No. 1201
- B. Consideration of and possible approval of Resolution No. 732, a Resolution 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 218 East El Paso Street, Broken Arrow, Oklahoma 74012
- C. Consideration of and possible approval of Resolution No. 733, a Resolution of the City Council of the City of Broken Arrow, Oklahoma declining membership in the Oklahoma Municipal League, authorizing staff to work with Oklahoma Municipal Retirement Fund (OMRF) on the City's employee retirement system, directing staff to explore other agencies and new organizations to advance its interest, and authorizing notification of the City's membership status with the Oklahoma Municipal League
- D. Consideration of, possible approval of and authorization to execute a Professional Consultant Agreement with R.L. Shears Co. for the planning, scoping and schematic design portion of the Downtown Main Street Streetscapes Phase III, Project No. TIFDT1
- E. Consideration of and possible approval of the use of Tax Increment Financing (TIF) District funds for the purchase of property at 112 North Main Street
- F. Consideration of and possible approval of the use of Tax Increment Financing (TIF) District funds for development of north side parcels of Hillside Park (Tiger Hill)
- G. Consideration of and possible approval of bids received, award of the lowest responsible bid, and authorization to execute a contract for procurement of concrete retaining wall blocks for Hillside Park (north side Tiger Hill) and the utilization of Tax Increment Financing (TIF) District funds for the procurement of the concrete retaining wall blocks

- H. Consideration of and discussion of a plan to provide for a change in refuse service to a volume-based program with provisions to include single stream recycling when facilities for single stream recyclables become available, and authorization for staff to conduct meetings in each ward and to prepare a final plan based upon citizen input and Council direction
- I. Consideration of and possible approval for City Manager, Mr. Dave Wooden, to complete Mayor Mike Lester's term on the Transportation Committee of the Indian Nations Council of Governments (INCOG)
- J. Consideration of and possible approval of the appointment of Michelle Bergwall to the Downtown Advisory Board

10. City Manager's Report

- A. None

11. Preview Ordinances

- A. None

12. Ordinances

- A. Adopt Ordinance No. 3196, 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

13. Remarks and Inquiries by Governing Body Members

14. Executive Session

- A. None

15. Adjournment

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

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

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

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

City Clerk

**BROKEN ARROW CITY COUNCIL MINUTES
COUNCIL CHAMBERS
220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA 74012
February 21, 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: Chaplain Scott Keele delivered 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: Mayor Lester led the Pledge of Allegiance to the Flag.

5. Consideration of Consent Agenda

Section Minutes: Mayor Lester asked if there were any items to be removed from the Consent Agenda. Councilor Norman asked that Item 5K be removed.

Motion:	Move to approve the Consent Agenda except Item 5K
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 February 7, 2012
- B. Acceptance of minutes of the Planning Commission meeting held January 26, 2012
- C. Approval of and authorization to accept Geico Insurance Company's offer to settle a claim for vehicle loss, declaring the totaled vehicle surplus and releasing it to Geico Insurance Company
- D. Approval of and authorization to execute a Mutual Aid Agreement between the City of Broken Arrow and the City of Tulsa for fire protection and first response services
- E. Approval of and authorization to execute an Amended Use Agreement between the City of Broken Arrow and the Broken Arrow Girls Softball League (BAGSL) to use the youth softball fields at Central Park Softball Complex and Arrowhead Park Softball Complex
- F. Acceptance of a Quitclaim Deed from Flight Safety International for a parcel of land described as Lot 1, Block 1 of Hillside Park (Tiger Hill), a subdivision of the City of Broken Arrow
- G. Notification of Contracts, Change Orders, Quantity Changes and Work Orders with a value of less than \$25,000 on Engineering and Construction Contracts since the last City Council Meeting
- H. Approval of bids received, award of the lowest and best bid to Asbestos Handlers, Inc., and approval of and authorization to execute an asbestos removal and demolition contract for 2301 West Commercial Court

- I. Approval of BAZ 1872, 0.71 acres, R-1 to R-2, one-eighth mile south of Washington Street (91st Street), one-eighth mile east of Elm Place (161st East Avenue) at 2011 South Cedar Avenue
- J. Approval of PT10-104, conditional final plat, Spring Creek Plaza, 13.78 acres, 7 lots, CG and R-2 (CH - BAZ 1823, PUD 196, and SP 231), south and east of the southeast corner of Elm Place (161st East Avenue) and Tucson Street (121st Street)
- K. Approval of PUD 212, Kum & Go 884, 1.39 acres, CG, southeast corner of New Orleans Street (101st Street) and Elm Place (161st East Avenue)
- L. Acceptance of Deed of Dedication located in a tract of land belonging to Gables Excavating Inc., located just west of South 9th Street (Lynn Lane Road) and north of Kenosha Street (71st Street South), Broken Arrow (SE/4 Section 2, T18N, R14E)
- M. Acceptance of Deed of Dedication located in a tract of land belonging to Indian Nations Council, BSA, located just west of South 9th Street (Lynn Lane Road) and north of Kenosha Street (71st Street South), Broken Arrow (SE/4 Section 2, T18N, R14E)
- N. Acceptance of Utility Easements located in a tract of land belonging to Auburndale-Halifax Broken Arrow, LLC, located approximately one half mile east of South 9th Street (Lynn Lane Road) and north of Kenosha Street (71st Street South), Broken Arrow (SW/4 Section 1, T18N, R14E)
- O. Approval of Final Acceptance for the Public Improvements for Quik Trip #0006R located at 2400 North Aspen Avenue
- P. Approval of the Claims List

6. Consideration of Items Removed from Consent Agenda

- 5K. Approval of PUD 212, Kum & Go 884, 1.39 acres, CG, southeast corner of New Orleans Street (101st Street) and Elm Place (161st East Avenue)

Item Minutes: Councilor Norman said that she was very glad to see this development going in at this location.

Motion:	Move to approve PUD 212 for a Kum & Go at the corner of 101st and Elm
Motion by:	Jill Norman
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Mayor Lester said that Council would like to move ahead to Item 13 in order to present a meritorious service award. He asked for a motion to go to Item 13.

Motion:	Move to go to Item 13 on the Agenda
Motion by:	Craig Thurmond
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

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

Section Minutes: There were no public hearings, appeals, presentations, recognitions, awards or oaths.

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

Section Minutes: There were no speakers signed up under this item.

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 to include a clarification of the Council's position and a proposed course of action

Item Minutes: City Attorney, Ms. Beth Anne Wilkening thanked Mr. Rob Martinek and Mr. Jared Cawley of the Broken Arrow Citizens against Neighborhood Gaming, L.L.C. for agreeing to meet with her regarding the casino issue and for graciously taking phone calls from her during their work day. Ms. Wilkening reviewed the information provided in the Agenda Fact Sheet as follows:

On February 20, 2012, the City Attorney and Jim Priest, an attorney with the law firm of Rubenstein and Pitts, met with Jared Cawley and Rob Martinek, founders of the Broken Arrow Citizens Against Neighborhood Gaming, LLC. This was a very productive meeting with a sincere attempt on the part of all parties to work cooperatively in the best interests of the City and its citizens. The City Attorney answered the questions that Mr. Cawley and Mr. Martinek had with regard to the timing of this proposed project, the limited involvement of the City Council in the early stages of discussions, and the role of city staff in researching and attempting to investigate the various issues surrounding the proposed casino. It was emphasized that staff, particularly in the Development Services Department, frequently meets with individuals, developers, and development representatives regarding projects, many of which never come to fruition. Also emphasized was the staff's inability to make final decisions without formal City Council approval. In other words, early discussions and requests are non-binding until such time as the Council takes formal action.

Mr. Cawley and Mr. Martinek both expressed the stated goal of their organization was to stop the proposed Casino. The proposed ordinance revisions to the City's Code regarding the provision of water and access to the City's sanitary sewer system were attempts to further this goal. However, both gentlemen agreed to table the proposed revisions if action were taken by the Council to support their organization's stated objectives. To this end, the City Attorney has drafted the attached Plan of Action. Both Mr. Cawley and Mr. Martinek have signed off on the Plan of Action which more fully explains the position previously taken by the Council in a formal format. It provides as follows:

- The City Council is opposed to location of a Casino at the southwest corner of Florence and Olive.
- In accord with the recommendations of Mr. Cawley and Mr. Martinek, the City Council will not attempt to join in the pending lawsuit filed by the State of Oklahoma regarding the proposed Casino, but will continue its efforts to support the Attorney General's Office as needed.
- The City of Broken Arrow staff will continue to support the efforts of federal and state agencies and leaders in opposing location of a Casino in this area.
- The City Council will not enter into an agreement with the Kialegee Tribal Town or any casino developer for the provision of municipal services at this location until such time as the Tribe's jurisdiction and ability to game have been established by either the National Indian Gaming Commission and the Bureau of Indian Affairs, or a Court of Competent Jurisdiction.
- Should the National Indian Gaming Commission and the Bureau of Indian Affairs or a Court of Competent Jurisdiction find that the Kialegee Tribal Town exercises jurisdiction over this property and also has the ability to game at this location, any agreement to provide municipal services will contain sufficient compensation and adequate safeguards for the Broken Arrow community and will be submitted to the Bureau of Indian Affairs for approval.
- The City and the Citizens Group will work cooperatively together toward their mutually shared goal.
- The City Attorney would like to express her appreciation to Jim Priest for his efforts in facilitating these discussions and the resultant Plan of Action. The proposed Plan reflects the previous position taken by the Council, as well as furthering the objectives of the Broken Arrow Citizens Against

Neighborhood Gaming. As such, the Legal Department recommends that the Council approve Plan of Action.

Mayor Lester called the first speaker forward.

Mr. Jared Cawley thanked Council, Ms. Wilkening and outside counsel, Mr. Jim Priest, for meeting with them and for the opportunity to express their anger and concerns. Mr. Cawley added that it was also appreciated that he and Mr. Martinek had the opportunity to negotiate the Plan of Action. He said that Broken Arrow Citizens against Neighborhood Gaming, L.L.C. still wanted to make sure that City services are not provided to the casino site until a determination of legality is made by the Bureau of Indian Affairs, the National Indian Gaming Commission or a court of competent jurisdiction. Mr. Cawley said that as soon as the Plan of Action was adopted, his organization would withdraw the request for a vote on the preview ordinances on the agenda this evening.

Mr. Rob Martinek stated that he would begin his comments with an apology to the Council as a whole and to each individual Councilor. He said that he made comments at the last Council meeting regarding Councilor Parks, Councilor Norman, Councilor Carter and Vice Chairman Thurmond. Mr. Martinek said that his comments were interpreted as an accusation that the Open Meetings Act was violated. He said that he did not think the Act was violated and apologized. Mr. Martinek stated that his comments would now focus on the future and where to go from here. He urged citizens to write and email their Oklahoma federal delegation, and to also write and email the Attorney General to express support of his efforts, and to also write Governor Fallin.

Mr. Gene Evans addressed the City Council stating that he had a question. Mr. Evans said he would like to ask the City Manager and the City Attorney if they were in favor of or opposed to the casino. Mayor Lester stated that this was a City Council meeting and comments were to be addressed to members of the City Council.

Ms. Marquitta Jackson said she lived in the same Section where the casino is located. She said that after hearing the comments made to Council at the last Council meeting, she decided to attend to state that everyone is not opposed to the casino, or concerned one way or the other. She said that Indian land is not City land, and that she and other citizens understand that plans are presented to the City that might or might not actually be developed. Ms. Jackson said many residents in the area have known for four years that a casino was possible on the land in question so why did others not know. Ms. Jackson stated that she was a part of the citizens who were quiet in this matter, and she believed that it was wrong for Council to be criticized in such an abusive manner.

Mayor Lester said that Council understands that citizens get angry, and that Council respects their right to speak to Council and to express their views and opinions. He added that it comes with the territory and Council supports citizens' right to come to criticize Council and to occasionally applaud Council. Councilor Parks agreed saying it is the American way. He added that he appreciated Mr. Martinek's comments this evening. Councilor Norman said that she still felt there could have been more transparency on the part of the City. Ms. Wilkening said that this was a difficult issue, and that it was more a matter of trying to pursue the proper course than trying to be secretive.

Mayor Lester asked for a motion regarding the Plan of Action.

Motion:	Move to approve and authorize execution of the Agreement
Motion by:	Jill Norman
Second by:	Craig Thurmond
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Mayor Lester asked for a motion to recess to let those who wished to leave after Item 9A have the opportunity to leave the Chambers. Council decided that a recess was not necessary, and the motion was withdrawn.

- B. Approval of and authorization to execute an Agreement between the City of Broken Arrow and Independent School District No. 3 of Tulsa County, Oklahoma, also known as Broken Arrow Public Schools, for the provision of three prefabricated metal buildings in exchange for engineering and construction of parking improvements at Central on Main located at 210 North Main

Item Minutes: Ms. Wilkening said that the Broken Arrow School District owns a building known as "Central on Main" which is located at 210 North Main Street in Broken Arrow, Oklahoma; and, that there are currently three prefabricated metal buildings located in the west area of Central on Main which the Broken Arrow School District no longer needs; and, that these prefabricated buildings were declared surplus in the School Board's meeting of June 2, 2011. Ms. Wilkening said that the City has a use for these buildings as parks facilities and as temporary office structures prior to the construction of permanent facilities and the Broken Arrow School District wishes to give the City the prefabricated buildings in exchange for the improvements to their parking area. She explained that the improvements to the parking area will aid in the City's economic development of the downtown., and Title 11 O.S. § 22-159 specifically authorizes municipalities to support public school systems located within its corporate limited including and without limitation the expenditure of municipal revenues for the construction or improvement of the public school facilities. She added that Title 60 O.S. § 381 authorizes the City to take title to the buildings and the school to accept and take interest in the parking area improvements. Ms. Wilkening stated that moving all three buildings to their new locations and setting them up for use will cost approximately \$150,000, and that requests for funding of these projects will be brought to the City Council as the projects are bid.

Councilor Norman said that she was concerned that there seemed to be a pattern developing of the City taking items that the schools did not need and then spending money to fix them up. Mr. Wooden explained that the City is saving money because the cost of fixing these pre-fabricated buildings was about \$35 per square foot while construction a building runs about \$140-160 per square foot, and the portable buildings would be used in parks and one for maintenance staff. Councilor Norman asked if permanent buildings would still be constructed, and who would own the repaired buildings. Mr. Wooden said the City would not construct buildings. Councilor Carter said that the City would own the buildings and the buildings were going in parks such as the one at Camino Villa which would go in the City park located at Camino Villa to replace the community center building there.

Motion:	Move to approve and authorize execution of the Agreement
Motion by:	Johnnie Parks
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

- C. Consideration of and possible approval to purchase software, training and maintenance from Executime to implement an automated time and attendance solution

Item Minutes: Mr. Wooden provided the information contained in the Agenda Fact Sheet. He reviewed the information and said that Executime Software initial proposal for their product and services was \$50,150. In addition the Computer Aided Dispatch will cost an additional \$2,500. The total product price will be \$52,650. Funding for this project was included in the Sales Tax Capital Improvement Fund and was budgeted at \$53,600. He said the implementation of the new program will occur throughout the organization in 2012.

Motion:	Move to approve purchase software, training and maintenance from Executime to implement an automated time and attendance solution
Motion by:	Jill Norman
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

- D. Consideration of and possible approval to appoint Mr. Dave Wooden, City Manager, City of Broken Arrow, to complete Mayor Mike Lester's term as representative to the Indian Nations Council of Governments (INCOG) Board of Directors and General Assembly, and to approve Mayor Mike Lester as the alternate

Item Minutes: Mayor Lester asked that this item be tabled to allow for corrections. He said the term for completion should be on the INCOG Transportation Committee not the Board of Directors. He said the item would be brought back to Council at the next meeting.

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

- E. Consideration and possible nomination of Michelle Bergwall to fill a vacancy on the Downtown Advisory Board created by the resignation of Kay Long

Item Minutes: Mr. Wooden said that on January 24, 2012, Kay Long, whose term would expire on October 1, 2013, tendered her resignation from the Downtown Advisory Board; and, her position is appointed by the Ward 4 Councilperson, Jill Norman who nominated Ms. Bergwall.

Motion:	Move to approve the nomination of Michelle Bergwall to the Downtown Advisory Board
Motion by:	Jill Norman
Second by:	Richard Carter
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: Ms. Wilkening asked that the preview ordinances be tabled indefinitely.

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

- A. Consideration, discussion and possible action on an Ordinance amending Chapter 24, Water Sewers and Sewage Disposal, Article II, Requirements for Water Service, Section 24-204, Contract for service of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency
- B. Consideration, discussion and possible action on an Ordinance amending Chapter 24, Water Sewers and Sewage Disposal, Article III, Requirements for Sewer Service, Section 24-302, Sewer system connection and tap fees of the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency

12. Ordinances

Section Minutes: Mr. Wooden stated that Ordinances 3197 and 3198 were previewed at the last Council meeting and are now presented for adoption, and there are no emergency clauses.

Motion:	Move to adopt Ordinances 3197 and 3198
Motion by:	Johnnie Parks
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

- A. Adopt Ordinance No. 3197, 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
- B. Adopt Ordinance No. 3198, 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

13. Remarks and Inquiries by Governing Body Members

Item Minutes: Vice Chairman Thurmond said the City wanted to recognize Ms. Judith Blaylock for taking action to save the young student from an attempted kidnapping. Each Council member thanked Ms. Blaylock for her action. Vice Chairman Thurmond said that actions like Ms. Blaylock's are one reason that Broken Arrow has been recognized as one of the safest cities to live in. Mayor Lester said that he also wished to recognize the Police Department for their work in quickly identifying and apprehending a suspect.

Mayor Lester returned to Item 7 on the Agenda and Council proceeded with the Agenda items now taken in order.

At approximately 7:15 p.m., Mayor Lester asked for a motion to recess in order to enter into the Broken Arrow Municipal Authority meeting and the Broken Arrow Economic Development Authority meeting.

Motion:	Move to recess in order to enter into the Broken Arrow Municipal Authority meeting and the Broken Arrow Economic Development 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 7:20 p.m.

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

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

Mayor Lester reconvened the regular session at approximately 7:22 p.m.

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

- 14. Executive Session** for the purpose of confidential communications, and specifically consideration of an appeal, (and taking appropriate action in open session) between the City Council, the City Manager, and the City Attorney for the purpose of discussing Wachovia Bank and C. Troy Morrow v. City of Broken Arrow, Oklahoma Tulsa County District Court Case Number CJ-2010-691, and Gregory Ray, et al. v. City of Broken Arrow, Oklahoma, Tulsa County District Court Case Number CJ-2006-5934, under 25 O.S. §307(B)(4). In the opinion of the City Attorney, the Council is advised that disclosure will seriously impair the ability of the public body to process the pending litigation in the public interest. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

Section Minutes: Mayor Lester reconvened the regular session of the City Council at approximately 7:47 p.m., and the room was opened for those in attendance. The Mayor asked if there were any motions.

Motion:	Move to deny the Plaintiff's offer to settle the Ray case
Motion by:	Craig Thurmond
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

Motion:	Move to take no action in the Wachovia case
Motion by:	Craig Thurmond
Second by:	Richard Carter
Ayes:	Johnnie Parks, Jill Norman, Richard Carter, Craig Thurmond and Mike Lester
Nays:	None

15. Adjournment

Section Minutes: The meeting adjourned at approximately 7:47 p.m.

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

Mayor

Attest:

City Clerk

**CITY OF BROKEN ARROW
MINUTES OF THE
REGULAR MEETING OF THE
PLANNING COMMISSION
February 9, 2012**

The Planning Commission agenda for this meeting was posted on February 3, 2012, at 3:55 p.m. on the City Hall Bulletin Board, 220 South First Street, Broken Arrow, Oklahoma.

1. The Broken Arrow Planning Commission met on Thursday, February 9, 2012, at 5:00 p.m. The meeting was called to order by Chairperson Fred Dorrell.

2. **Roll call:**

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

Absent: Glenn Shaw, Commission Member

Staff Present: Lesli Myers, Asst City Attorney
Michael Skates, Development Services Director
Farhad K. Daroga, City Planner
Joyce Snider, Admin Asst
Jeff Westfall, Dev Services Engineer
Larry Curtis, Planning Intern

3. **OLD BUSINESS**

None.

4. **CONSENT AGENDA**

The Commission considered the Consent Agenda. Farhad Daroga reviewed the Consent Agenda items. Fred Dorrell explained that the Consent Agenda would be considered by one motion and asked if anyone wished to discuss these items. There was no response.

Motion by Jack Keeling to approve the Consent Agenda, as recommended by Staff. The motion was seconded by Lee Whelpley.

Yes: Whelpley, Keeling, Jones, Dorrell

No: None

Motion Approved

- A. Minutes of the Planning Commission meeting held January 26, 2012. The minutes were approved as presented.
- B. BAL 1013, Kenosha Commerce Center Lot Split, 6.07 Acres, IL/PUD 202A, one-quarter mile west of Olive Avenue (129th East Avenue), south of Kenosha Street (71st Street). The applicant was present. This item was approved as recommended by Staff

5. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

None.

6. PUBLIC HEARINGS

- A. The Commission considered PUD 213, Berkshire Medical Office, 1.20 acres, ON, one-half mile north of Washington Street (91st Street), east of Garnett Road (113th East Avenue). Farhad Daroga presented the background and recommended that PUD 213 be continued to the Planning Commission meeting to be held February 23, 2012 so that it can be considered together with its companion zoning request, BAZ 1874.

Fred Dorrell asked the applicant, Mr. Huber, if he was in agreement with continuing PUD 213 to the February 23, 2012 Planning Commission meeting. Mr. Huber said he was in agreement with the continuance.

There were two people present to hear this case and one of them acknowledged that they accept the continuance.

Motion by Ricky Jones to continue consideration of PUD 213 to the meeting of February 23, 2012. The motion was seconded by Jack Keeling.

Yes: Whelpley, Keeling, Jones, Dorrell

No: None

Motion Approved

- B. The Commission considered BAZ 1873, 0.51 acres, A-1 to CN, and SP-167D, 40 acres, northeast corner of New Orleans Street (101st Street) and Olive Avenue (129th East Avenue). Farhad Daroga presented the background, saying this application covers about one-half acre, a piece of a 40-acre tract, which is owned by the Assembly of God Church, which has been zoned for a church, has a specific use permit on it and which is platted. The church is requesting that about one-half acre be rezoned from A-1 to CN, which is commercial neighborhood, to allow signs to be placed on the property that can have an LED lighted sign. Commercial zoning is required for such signs.

Doug Huber, Douglas Huber Architects, said he also serves on the board of the church and he is in agreement with the Staff recommendations.

Lee Whelpley asked if the sign would face the intersection and Mr. Huber said it faces at a forty-five degree angle facing back to the southwest. Mr. Whelpley asked if any of the sign would face toward the neighborhoods. Mr. Huber said it would not and there is no developed neighborhood in any of those three quadrants. Ricky Jones said the other three corners are zoned for such signage and he did not see any problems with this.

There were no protestants present.

Motion by Jack Keeling to recommend approval of BAZ 1873 as recommended by Staff. The motion was seconded by Lee Whelpley.

Yes: Whelpley, Keeling, Jones, Dorrell

No: None

Motion Approved

Fred Dorrell said BAZ 1873 will be considered by the City Council during their meeting of March 6, 2012, at 6:30 p.m.

5. GENERAL COMMISSION BUSINESS

None.

6. DISCUSSION

None.

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

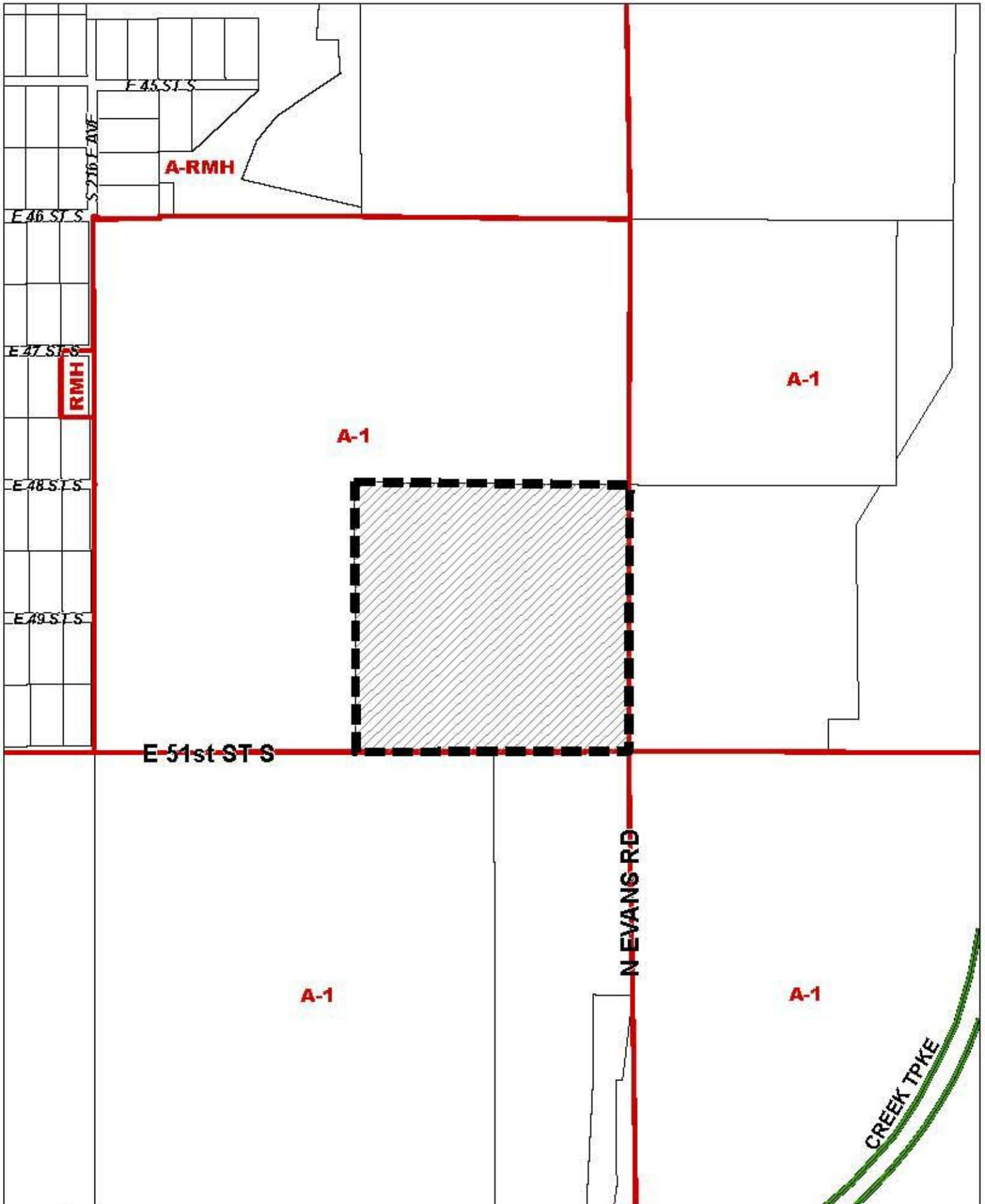
10. Adjournment

At 5:11 p.m, **Motion** by Jack Keeling to adjourn. The motion was seconded by Lee Whelpley.

Yes: Whelpley, Keeling, Jones, Dorrell

No: None

Motion Approved

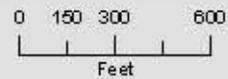


300' Radius



Subject Tract

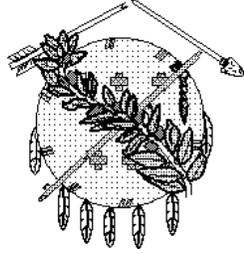
PUD-214



29 19-15



**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Finance Department
**Subject: Approval of and authorization to execute Budget
Amendment Number 7 for Fiscal Year 2011-
2012**

Background: The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary or proposed expenditures that will exceed the original budget.

This amendment provides for funding for the purchase and installation of 280 golf cart batteries for the fleet at Battle Creek Golf Course being considered as a separate agenda item. Funds are available in the Battle Creek Golf Course fund balance.

Cost: Budget Increase of \$42,000

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

Reviewed By: Legal Department

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

Attachments: Budget Amendment Number 7

Recommendation: Approval of and authorization to execute Budget Amendment Number 7 for Fiscal Year 2011-2012

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

**CITY OF BROKEN ARROW
BUDGET AMENDMENT #7
FISCAL YEAR 2011-2012**

BATTLE CREEK GOLF COURSE (040)

EXPLANATION: TO PROVIDE FUNDING FOR REPLACEMENT OF BATTERIES IN GOLF CART FLEET

	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
EXPENDITURES:			
PARKS:			
PROPERTY SERVICES:			
VEHICLE REPAIR	REPLACE CART BATTERIES	040-6102-451.40-20	121709
			<u>42,000</u>

MAYOR

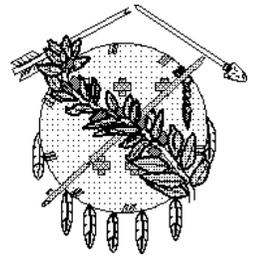
03/06/12
DATE

ATTEST:

CITY CLERK

03/06/12
DATE

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: Approval of and authorization to execute a Meritorious Service Award to Ms. Judith Blaylock

Background: The City Council recognized Ms. Judith Blaylock at the last City Council meeting for her efforts in saving a young girl from abduction. The Police Department credits Ms. Blaylock for her assistance in solving the case, particularly through her thorough statement given at the scene. Because Ms. Blaylock went above and beyond the call of duty, the Chief recommends that she be awarded the Meritorious Service Award as a result of her actions.

Cost: None

Prepared By: Mary E. Bryce, City Clerk

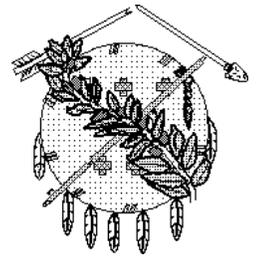
Reviewed By: Legal Department

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

Attachments: None

Recommendation: Approve the Meritorious Service Award presented to Ms. Judith Blaylock

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: General Services Department
Subject: Approval of bids received and award of the most advantageous bid to Classic Golf Carts for the purchase and installation of the drive batteries in the golf cart fleet for Battle Creek Golf course

Background: The Parks Department has requested and sought bids to provide and install new batteries in the Battle Creek golf cart fleet consisting of 70 golf carts. Six vendors were solicited to bid on this project. Of these, four dealers submitted bids. The low bid submitted by Classic Golf Carts meets specification and is recommended for purchase.

Funding for the purchase and installation of these batteries will come from the Battle Creek Golf Course Fund and will be provided for through approval of Budget Amendment #7 considered elsewhere on this agenda.

Cost: \$42,000.00

Prepared By: Lee Zirk, General Services Director

Reviewed By: Parks Department
Finance Department
Legal Department

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

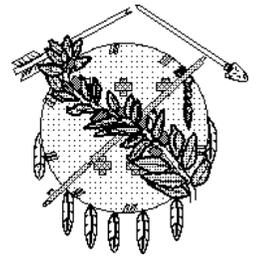
Attachments: Bid Summary on bid 12.152

Recommendation: To approve the bids received, and award the most advantageous to Classic Golf Carts for the purchase and installation of replacement golf cart batteries.

Battlecreek Golf Cart Battery Replacement

Bid 12.152	Classic Golf	JT Battery	Justice Golf
Specification	Trojan T-1275	Trojan T-1275	US 12v XC
280 Batteries	39,200.00	41,440.00	44,800.00
Labor to Install	2,800.00	1,260.00	0.00
Meet specs	Y	Y	<u>Y</u>
Total	42,000.00	42,700.00	44,800.00
Days to complete job	4 days	2-3 days	1 day
Warranty	18 months	12 months	12 months
Workmanship Warranty	1 yr	90 days	60 days
	P & R power supply		
Specification	Trojan T-1275		
280 Batteries	51,800.00		
Labor to Install	4,200.00		
Meet specs	Y		
Total	56,000.00		
Days to complete job	1 day		
Warranty	12 months		
Workmanship Warranty	1 yr		

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: General Services Department
Subject: Approval of bids received and award of the most advantageous bid to Don Brown Chevrolet for the purchase of two 4 Wheel Drive Police Sport Utility Vehicles for the Police Department

Background: The Police Department has requested and sought bids for two 4WD Special Service Police sport utility vehicle (SUV). Thirteen (13) vendors were solicited to bid on this vehicles. Of these, five dealers submitted bids. The low bid is from Don Brown Chevrolet. Two vehicles of this configuration will be purchased.

Funds have been appropriated and are available in the STCI Capital Outlay Fund for the purchase of police vehicles. The low bid price, with options calculated in, is \$29,732.00

Cost: \$59,464.00

Prepared By: Lee Zirk, General Services Director

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

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

Attachments: Bid Summary on bid 12.147

Recommendation: To approve the bids received and award the most advantageous to Don Brown Chevrolet for the purchase of two 4WD SUVs for the Police Department

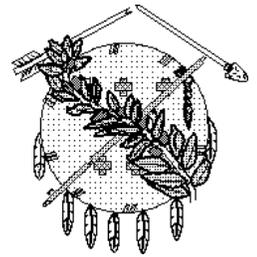
BID SUMMARIES

RFP NUMBER 12.147
DATE: February 15th, 2012
TIME: 10:30
SUBJECT: Full Size SUV Special Service Vehicle

BIDDER	BASE BID	TOTAL BID AMOUNT
DANNY BECK CHEV		\$29,781.00
DON BROWN CHEV		\$29,732.00
HUDIBERG CHEV		\$30,780.95
MATTHEWS FORD		\$30,560.00
MOMENTUM CHEV		\$30,722.00

BIDS WERE SENT TO 13 VENDORS

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Approval of responsive bids received, award of the lowest responsible bid to Garrow Construction LLC, and authorization to execute a construction contract for Fiber Optic Lines from the New Orleans Street Water Tower to Police Headquarters on First Place and from Kenosha Street to the Public Safety Complex on Sixth Street

Background: The City continues to expand its fiberoptics network in order to improve communications between City facilities. In 2007 a fiberoptic connection was made between City Hall and the Operations Facility on Detroit, the Police Headquarters on First Place, and the antennas on Tiger Hill. The current project was advertised for bids on January 23 and 30, 2012. The base bid was a 48-pair fiberoptics cable to connect the antennas on the New Orleans Street Water Tower to the Police Headquarters on First Place. Additive Alternate No. 1 was to connect the Tiger Hill antennas to the new Public Safety Complex at the former Armed Forces Reserve Center on Sixth Street. Alternates 3 and 4 were deductive alternates to delete the outer ducts as a possible cost-saving measure. A mandatory pre-bid meeting was held on February 15, 2012. Bids were opened on February 21, 2012. Five bids were received, but two were determined to be non-responsive. Two bidders made errors in the way they listed the deductive alternates, but Staff decided not to award Deductive Alternates Nos. 3 and 4. The low bidder was Garrow Construction LLC, at \$145,854.00 for the Base Bid and \$27,846.40 for Additive Alternate No. 1, for a total of \$173,700.40. The engineer's estimate was \$173,900.00 for the Base Bid and \$35,720.00 for Additive Alternate No. 1, for a total of \$209,620.00. The bid tabulation is attached. Because the City has not done business with Garrow Construction previously, Staff called their references for fiberoptics line construction and received favorable responses. Funding will be from Sales Tax Capital Improvements.

Cost: \$173,700.40.00

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

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

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

Attachments: Certified Bid Tabulation

Recommendation: Approve responsive bids received, award the lowest responsible bid to Garrow Construction LLC, and authorize execution of a construction contract for Fiber Optic Lines from the New Orleans Street Water Tower to Police Headquarters on First Place and from Kenosha Street to the Public Safety Complex on Sixth Street.

KDS:tdh

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

BID TABULATION
FIBER OPTIC LINE CONTRACT NO. 121111 BID NO. 12.453
NEW ORLEANS STREET WATER TOWER TO POLICE HEADQUARTERS ON FIRST PLACE

ITEM NO.	ITEM	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		GARROW CONSTRUCTION, LLC		FIBER-TEL CONTRACTORS, INC.		BTC BROADBAND INC.		TRENT CONSTRUCTION, INC.		TECHSICO	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	BASE BID	Water Tower to Police Headquarters	7,400	LF	\$ 23.50	\$ 173,900.00	\$ 19.71	\$ 145,854.00	\$ 20.45	\$ 151,350.00	\$ 32.49	\$ 240,426.00				
2.	ADDITIVE ALTERNATE NO. 1	Kenosha Street to Public Safety Complex	1,520	LF	\$ 23.50	\$ 35,720.00	\$ 18.32	\$ 27,846.40	\$ 24.95	\$ 37,924.00	\$ 40.82	\$ 62,046.40				
3.	DEDUCTIVE ALTERNATE NO. 2	Deduct Outer Duct from Add Alternate 1	1,520	LF	\$ 4.50	\$ (6,840.00)	\$ 2.25	\$ (3,420.00)	\$ 19.95	\$ (30,324.00)	\$ 34.42	\$ (52,318.40)				
4.	DEDUCTIVE ALTERNATE NO. 3	Deduct Outer Duct from Base Bid	7,400	LF	\$ 4.50	\$ (33,300.00)	\$ 2.29	\$ (16,946.00)	\$ 15.00	\$ (111,000.00)	\$ 25.31	\$ (187,294.00)				
TOTAL, BASE BID						\$ 173,900.00		\$ 145,854.00		\$ 151,350.00		\$ 240,426.00				
TOTAL, BASE BID PLUS ADDITIVE ALTERNATE NO. 1						\$ 209,620.00		\$ 173,700.40		\$ 189,254.00		\$ 302,472.40				
TOTAL, BASE BID PLUS DEDUCTIVE ALTERNATE NO. 3						\$ 140,600.00		\$ 128,908.00		\$ 40,330.00		\$ 53,132.00				
TOTAL, BASE BID PLUS ADDITIVE ALTERNATE NO. 1 PLUS DEDUCTIVE ALTERNATE NO. 2 AND 3						\$ 169,480.00		\$ 153,334.40		\$ 47,930.00		\$ 62,860.00				Non-Responsive [2]

[1] Bid was determined to be Non-Responsive because the bidder included both the unit price and the total amount in the words blank on all the bid items.

[2] Bid was determined to be Non-Responsive because the bidder removed the proposal from the bid documents.

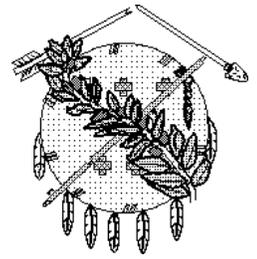
[3] Corrections have been made to bid extensions (unit prices times quantities) that did not affect the order of bidding.

[4] Bidders made obvious errors in deductive items, listing the bid price after the deductions in the proposals instead of the deductions themselves.

I certify that this is a true and correct Tabulation of Bids received at 3:00 p.m. on February 21, 2012. This Document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.


 Thomas D. Hendrix, P.E.
 City Engineer

**Broken Arrow City Council
Meeting of: 03-06-12**



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

- LLWWTP Digester Blower Improvements, Contract # S.1103/S.1204, Crossland Heavy Contractors, Minor Change Number C01, \$3,247.26

Quantity Change Orders

- None

Work Orders

- None

A/E Agreements and Amendments

- Cobb Engineering contract for Aspen Widening, Florence to Tucson,

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 PLANS

Name: Crossland Heavy Contractors

Contract Number: S.1103/S.1204

Location: LLWWTP Digester Blower Improvements

Date: February 13, 2012

Minor Change Number C01

Approval is requested for the following minor changes:

1. Total Number of Days Added by this Change Order: 0
2. Replace leaking Blower Pump seals on 4 pumps.

Which are necessary for the following reasons:

1. No days added by this change order.
2. During the retrofit process of the blowers it was brought to the City's attention there are four (4) blower motors that have seal leaks requiring repairs. The drive shaft seals that are leaking require laser equipment for realignment of parts once the repairs have been made. Two (2) of the leaking blower motors are 50 hp motors that are currently back in service requiring the service technicians to come to the Lynn Lane WWTP from Dallas and Oklahoma City. The other two (2) leaking blower motors are 100 hp motors and are currently being retrofitted and can be repaired during the retrofit process. The City of Broken Arrow Waste Water Treatment Plant does not have the laser alignment equipment to conduct these repairs.

Additions to the original contract:

Item #	Item	Unit	Price	Quantity	Amount
SP-1	100 hp Blower Motors	EA	\$253.00	2.00	\$506.00
SP-2	50 hp Blower Motors	EA	\$1,370.63	2.00	\$2,741.26
Total Additions:					\$3,247.26

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 Order is a Net Overrun: \$3,247.26

Submitted: _____ Engineer Date: _____

Approved: _____ Contractor Date: _____

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

Approved: _____ City Manager Date: _____

This change order brings the project up to date on all issues of cost increases and time increases as of: 02/13/12
Original Clerk---Original Contractor---Original File---Copy to Finance

Amendment No. 1
CITY OF BROKEN ARROW
ARCHITECT/ENGINEER CONTRACT NUMBER ST1201
BETWEEN COBB ENGINEERING, COMPANY AND THE CITY OF BROKEN ARROW

1. Architecture/Engineering Firm:

- a. Name: Cobb Engineering Company
- b. Telephone No.: (405) 415-9400
- c. Address: 4516 NW 36th Street, Oklahoma City, OK 73122

2. Project Title and Location: Aspen Ave Widening from Tucson to Florence Street.

3. Contract Amendment: The purpose of this amendment is for surveying and staking the R/W at the southeast corner of Aspen Ave and Florence Street.

4. Contract Data:

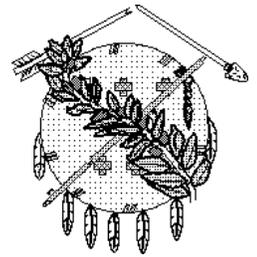
- a. Amendment No. 1 lump sum amount of One Thousand Five Hundred Sixty-Five Dollars (\$1,565.00).
- b. Liquidated Damages: N/A
- c. The total time allowed for the amended Contract does not change the original Contract delivery schedule.

5. The City of Broken Arrow (called the City), represented by the ~~Assistant~~ ^{*Daw*} City Manager for ~~Operations~~ ^{*Daw*}, and the Architect/ Engineer firm, identified in paragraph 1 (called the A/E) agree to perform this 1st Amendment to the Contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of the Contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This 1st Amendment to the Contract
- b. The Contract
- c. Duly Authorized Change Orders
- d. Special Provisions set out in the Contract
- e. General Provisions set out in the Contract
- f. A/E's Proposal

6. Amendment approved by the City Manager on: 02-24-12

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the Director of Engineering and Construction
Subject: Approval of and authorization to execute Work Order W08 with Earth Smart Construction, Inc. for miscellaneous concrete items and repairs under the Portland Cement Concrete Street Repair Contract

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 W08 provides for sidewalk improvements (646 Square Yards) and ADA sidewalk ramps (6 each) along the east side of S. Olive Avenue. The new sections of 5 foot wide sidewalk will start just north of Washington (91st St.) and connects to existing sections of sidewalks between Washington and Houston Streets to provide a pedestrian route along this corridor. This portion of the improvement will connect to an existing sidewalk approximately 240 feet north of Pittsburg Street. The 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 S. Olive Avenue Widening (Washington-Houston), Project ST0522, and will be funded from the 2004 Bond Issue for Streets.

Cost: \$27,271.00

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

Reviewed By: Streets and Stormwater Department
Legal Department

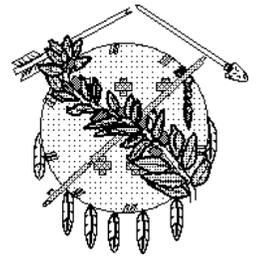
Approved By: David L. Wooden, P.E., City Manager

Attachments: Work Order Number W08

Recommendation: Approve and Authorize Execution of Work Order Number W08.

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

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Approval of and authorization to execute a Partial Release of Real Property from an Operation and Easement Agreement with Target Corporation and Auburndale-Halifax Broken Arrow for 0.127-acre of land at The Park At Adams Creek, east of 9th Street on the north side of Hillside Drive

Background: In 2007 Target Corporation, Auburndale-Halifax Broken Arrow, LLC, and the City of Broken Arrow entered into an Operation and Easement Agreement (OEA) covering properties in Lot 4, Block 1, The Shops at Broken Arrow II. In 2009 Auburndale-Halifax conveyed a 0.127-acre sliver of land on the site of the Target Store to the Park At Adams Creek Property Owners' Association City, Inc., and the property was subsequently conveyed to the City of Broken Arrow by Quit-Claim deed in 2010. The property is part of a wetland area that is maintained by the City. Now the three parties desire to release the land from the OEA. The Partial Release of Real Property from Operation and Easement Agreement is attached.

Cost: None

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

Reviewed By: Development Services Department
Legal Department

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

Attachments: Partial Release of Real Property from Operation and Easement Agreement

Recommendation: Approve and authorize execution of a Partial Release of Real Property from Operation and Easement Agreement with Target Corporation and Auburndale-Halifax Broken Arrow.

KDS:tdh

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

**PARTIAL RELEASE OF REAL PROPERTY
FROM OPERATION AND EASEMENT AGREEMENT**

THIS PARTIAL RELEASE OF REAL PROPERTY FROM OPERATION AND EASEMENT AGREEMENT (this "Release") is made as of February 20, 2012, by and among TARGET CORPORATION, a Minnesota corporation ("Target"), AUBURNDALE-HALIFAX BROKEN ARROW, LLC, a Delaware limited liability company ("Developer"), and the CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation (the "City").

RECITALS

A. Target and Developer entered into that certain Operation and Easement Agreement recorded on December 10, 2007, as Document No. 2007135930, Page 93, in the Clerk's Office of Tulsa County, Oklahoma (the "OEA").

B. Developer conveyed that portion of the Developer Tract described on Exhibit A attached hereto (the "City Land") to The Park At Adams Creek Property Owners' Association, Inc., an Oklahoma non-profit corporation (the "Association"), by Quit Claim Deed recorded on May 14, 2009, as Doc. #2009047149, Page 5, in the Clerk's Office of Tulsa County, Oklahoma, and corrective Quit Claim Deed recorded on October 22, 2009, as Doc. #2009109377, Page 4, in aforesaid office.

C. The City Land was subsequently conveyed by the Association to the City of Broken Arrow, Oklahoma (the "City") by Deed of Dedication recorded on October 15, 2010 as Document No. 2010093235, Page 3, in the Clerk's office of Tulsa County, Oklahoma.

D. Pursuant to Section 6.8.5 of the OEA, the OEA may be amended by a written agreement signed by all of the Approving Parties; provided, however, that no such amendment shall impose any materially greater obligation on, or materially impair any right of, a Party or its Tract without the consent of such Party. Target and Developer are all of the current Approving Parties to the OEA as of the Effective Date. The City joins in this Release as an affected Party under Section 6.8.5 of the OEA to agree to the release of the City Land as provided for herein.

E. Target, Developer and the City hereby desire to release the City Land from the terms, conditions and effect of the OEA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

From and after the date of this Release: (i) the City Land is hereby excluded and released from the definitions of the terms "Developer Tract" and "Shopping Center" under the OEA, and (ii) the City Land is hereby released from the terms and conditions of the OEA and shall not be benefited or burdened by any provision of the OEA, including any covenant, easement or restriction (whether benefiting or burdening the City Land).

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE TO
RELEASE OF REAL PROPERTY
FROM OPERATION AND EASEMENT AGREEMENT**

IN WITNESS WHEREOF, this Release has been executed by the undersigned as of the date first above written.

TARGET CORPORATION

By: _____
Title: _____

**STATE OF MINNESOTA)
COUNTY OF HENNEPIN)**

On this _____ day of _____, 2012, before me a Notary Public within and for said county, personally appeared _____, to me known, being first by me duly sworn, who stated that he/she is the _____ of **TARGET CORPORATION**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires: _____

[SEAL]

**SIGNATURE PAGE TO
RELEASE OF REAL PROPERTY
FROM OPERATION AND EASEMENT AGREEMENT**

IN WITNESS WHEREOF, this Release has been executed by the undersigned as of the date first above written.

**AUBURNDALE HALIFAX-BROKEN
ARROW, LLC**

By: _____
Robert K. Carlin, Manager

**STATE OF TEXAS)
COUNTY OF DALLAS)**

On this _____ day of _____, 2012, before me a Notary Public within and for said county, personally appeared Robert K. Carlin, to me personally known, being first by me duly sworn, who stated that he is the Manager of **AUBURNDALE HALIFAX-BROKEN ARROW, LLC**, and that said instrument was signed on behalf of said limited liability company by authority of its members and he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public
My Commission Expires: _____

[SEAL]

**SIGNATURE PAGE TO
RELEASE OF REAL PROPERTY
FROM OPERATION AND EASEMENT AGREEMENT**

IN WITNESS WHEREOF, this Release has been executed by the undersigned as of the date first above-written.

**CITY OF BROKEN ARROW,
OKLAHOMA**, an Oklahoma municipal
corporation

By: _____
Title: _____
Print Name: _____

STATE OF OKLAHOMA)

COUNTY OF TULSA)

On this ___ day of _____, 2012, before me a Notary Public within and foresaid County and State personally appeared _____ to be known, being first by me duly sworn who stated that he/she is the _____ of **CITY OF BROKEN ARROW, OKLAHOMA** and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors and _____ acknowledged that this instrument be the free act and deed of said corporation.

Notary Public

My Commission Expires: _____

[SEAL]

CONSENT TO RELEASE BY PROTECTIVE LIFE INSURANCE COMPANY

The undersigned, as the holder of that certain mortgage lien ("Mortgage Lien") pursuant to a Mortgage and Security Agreement recorded in Book 2007135931, page 29, the Office of the County Recorder in and for Tulsa County, Oklahoma and an Assignment of Rents and Leases recorded as Document No. 2007135932, aforesaid records (collectively, the "Mortgage Documents"), which Mortgage Documents are subordinate to the OEA (as that term is defined in the instrument to which this Consent and Subordination is attached), hereby consents to the attached Partial Release of Real Estate Property from Operation and Easement Agreement (the "Release") and agrees to be bound by it and accordingly agrees that the Mortgage Lien is and shall be released from the City Land described therein.

The undersigned represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent and Subordination and that all required actions, consents and approvals therefor have been duly taken and obtained.

**PROTECTIVE LIFE INSURANCE
COMPANY, a Tennessee corporation**

By: _____
Title: _____

**STATE OF ALABAMA)
COUNTY OF JEFFERSON)**

On this _____ day of _____, 2012, before me a Notary Public within and for said county, personally appeared _____, to me personally known, being first by me duly sworn, who stated that he is the _____ of **PROTECTIVE LIFE INSURANCE COMPANY** and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF CITY LAND

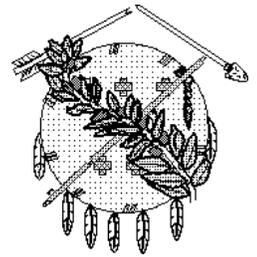
TRACT "A" – LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF LOT FOUR (4), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 30° 04' 32" EAST ALONG AN EASTERLY LINE OF SAID LOT 4; FOR 137.25 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 01° 12' 56" WEST FOR 26.61 FEET TO A POINT ON AN EASTERLY LINE OF SAID LOT 4; THENCE SOUTH 16° 18' 06" EAST ALONG SAID EASTERLY LINE FOR 19.09 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 30° 04' 32" WEST ALONG SAID EASTERLY LINE OF LOT 4 FOR 9.57 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, CONTAINING 66 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

TRACT "B" – LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF LOT FOUR (4), BLOCK ONE (1), THE SHOPS AT BROKEN ARROW II, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 30° 04' 32" EAST ALONG AN EASTERLY LINE OF SAID LOT 4 FOR 146.82 FEET TO A CORNER OF SAID LOT 4; THENCE NORTH 16° 18' 06" WEST ALONG SAID WESTERLY LINE FOR 177.67 FEET TO A CORNER OF SAID LOT 4; THENCE NORTH 33° 19' 23" EAST ALONG AN EASTERLY LINE OF SAID LOT 4 FOR 81.56 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 01° 12' 56" WEST FOR 225.49 FEET TO A POINT ON AN EASTERLY LINE OF SAID LOT 4; THENCE SOUTH 41° 30' 35" EAST ALONG SAID EASTERLY LINE OF LOT 4 FOR 21.37 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 11° 36' 05" EAST ALONG AN EASTERLY LINE OF SAID LOT 4 FOR 151.83 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 33° 19' 23" WEST ALONG SAID EASTERLY LINE OF LOT 4 FOR 72.66 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, CONTAINING 5,454 SQUARE FEET OR 0.125 ACRES, MORE OR LESS.

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council Members
From: Development Services Department
Subject: Approval of BAZ 1873, 0.51 acres, A-1 to CN, and SP-167D, 40 acres, northeast corner of New Orleans Street (101st Street) and Olive Avenue (129th East Avenue)

Background: BAZ 1873 is a request to rezone 0.51 acres from A-1, (agriculture) to CN, (Commercial Neighborhood). The Broken Arrow Assembly of God Church, which is located on about 40 acres on the northeast corner of New Orleans Street and Olive Avenue, has requested this rezoning on the intersection corner for the purpose of placing signs that comply with the CN zoning criteria. The Church property is platted and currently all 40 acres have A-1 zoning with Specific Use (SP) No. 167. Agriculture zoning limits sign size and height and LED /electronic scrolling signs are not permitted in this zoning district.

The Assembly of God Church wants to have an LED sign near the arterial street intersection. Through the Specific Use Permit process churches can have signs to the size and height of a commercial sign, but it must be of constant light. Therefore, an LED sign could not be installed through the Specific Use Permit process. With the CN zoning (0.51 acres) requested on the corner, the church can have a sign in this area in accordance with the commercial sign standards. Drawings that show the proposed LED sign and the 30-foot high support structures are attached. A center cross, unattached to the sign, will be located behind the sign.

The Planning Commission, in their meeting of February 9, 2012, recommended approval of BAZ 1873 and SP 167D as recommended by Staff. One owner of adjacent property asked if the sign would face any of the neighborhoods and was informed that it would not.

Cost: None

Prepared By: Farhad K. Daroga, City Planner

Reviewed By: Michael Skates, Development Services Director
Legal Department

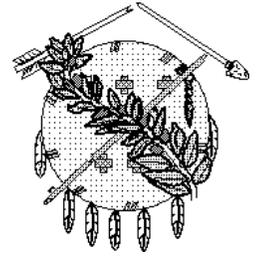
Approved By: David L. Wooden, P.E., City Manager

Attachments: Planning Commission fact sheet dated 2-9-12
Case Map
Aerial Photo
Oblique Aerial Photo
Comprehensive Plan Map
Sign information submitted by applicant

Recommendation: Approve BAZ 1873 and SP 167D as recommended by the Planning Commission and Staff.

FKD/js

**Broken Arrow Planning Commission
Meeting of: 02-09-12**



To: Chairman and Commission Members
From: Office of the City Planner
Subject: BAZ 1873, 0.51 acres, A-1 to CN, and SP-167D, 40 acres, northeast corner of New Orleans Street (101st Street) and Olive Avenue (129th East Avenue)

Background:

Applicant: Douglas Huber
Owner: The Assembly of God Church, Broken Arrow, Inc.
Developer: The Assembly of God Church, Broken Arrow, Inc.
Architect: Douglas Huber
Location: Northeast corner of New Orleans Street (101st Street) and Olive Avenue (129th E. Avenue)
Size of Tract: 0.51 acres for BAZ 1873 and 40 acres for SP 167D
Number of Lots: 1 lot
Present Zoning: A-1/SP 167C
Proposed Zoning: CN/A-1/SP 167D
Comp Plan: Level 4 and Level 3
Staff Planner: Brent Murphy

BAZ 1873 is a request to rezone 0.51 acres from A-1, (agriculture) to CN, (Commercial Neighborhood). The Broken Arrow Assembly of God Church, which is located on about 40 acres on the northeast corner of New Orleans Street and Olive Avenue, has requested this rezoning on the intersection corner for the purpose of placing signs that comply with the CN zoning criteria. The Church property is platted and currently all 40 acres have A-1 zoning with Specific Use (SP) No. 167. Agriculture zoning limits sign size and height and LED /electronic scrolling signs are not permitted in this zoning district.

The Assembly of God Church wants to have an LED sign near the arterial street intersection. Through the Specific Use Permit process churches can have signs to the size and height of a commercial sign, but it must be of constant light. Therefore, an LED sign could not be installed through the Specific Use Permit process. With the CN zoning (0.51 acres) requested on the corner, the church can have a sign in this area in accordance with the commercial sign standards. Drawings that show the proposed LED sign and the 30-foot high support structures are attached. A center cross, unattached to the sign, will be located behind the sign.

In addition to the LED sign associated with BAZ 1873, the Church has also submitted a request for a Specific Use Permit to have larger wall signs on the building. The property is presently zoned A-1. In the A-1 district, signs are limited to 8 feet in height, 32 square feet. Churches, with the approval of a Specific Use Permit, can have signs to the size and height of commercial signs. On August 20, 2007, the City Council approved SP 167B that allowed two signs on this property, one on Olive Avenue and the other on New Orleans Street.

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

Each sign associated with SP 167B was limited to 98 square feet, 8 feet in height, and had to be located at least 80 feet from the section line. With SP 167D, the Church is requesting to have wall signs that are 32.27 feet in length and 36.87 inches in height (approximately 99 square feet). Drawings that show the proposed wall signs are attached.

According to the FEMA maps, none of the subject property is located in the 100-year floodplain. There are Reserves and storm water detention areas on this platted site.

Surrounding land uses and zoning classifications around the 40 acre parcel include the following:

North:	RS-3	Rushbrooke South addition
East:	A-1/SP 229	Wolf Creek Elementary School
South:	A-1	Undeveloped
West:	A-1	Undeveloped

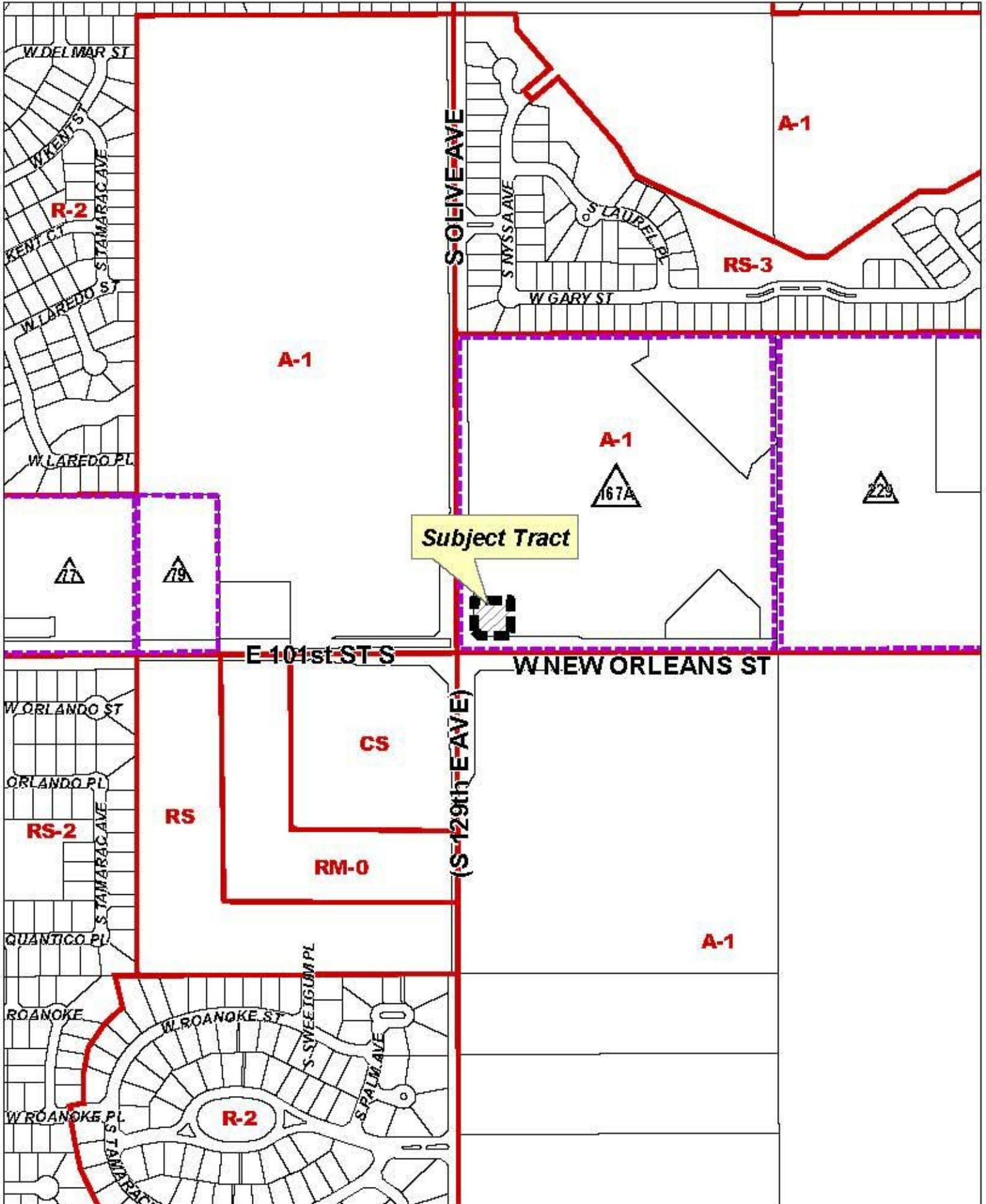
The property associated with BAZ 1873 is designated as Level 4 in the Comprehensive Plan. CN zoning is considered to be in compliance with the Comprehensive Plan in Level 4. The property associated with SP 167D is identified as Levels 3 and 4 of the Comprehensive Plan.

Attachments: Case Map
Aerial Photo
Oblique Aerial Photo
Comprehensive Plan Map
Sign information submitted by applicant

Recommendation: Based on the Comprehensive Plan, the location of the property, and surrounding land uses, Staff recommends BAZ 1873 and SP 167D be approved as presented. Since the property has been platted previously and no benefits may be achieved by replatting, Staff recommends that platting be waived.

Reviewed & Revised by: Farhad K. Daroga

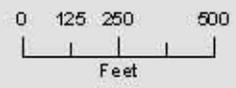
FKD: BDM



Subject Tract

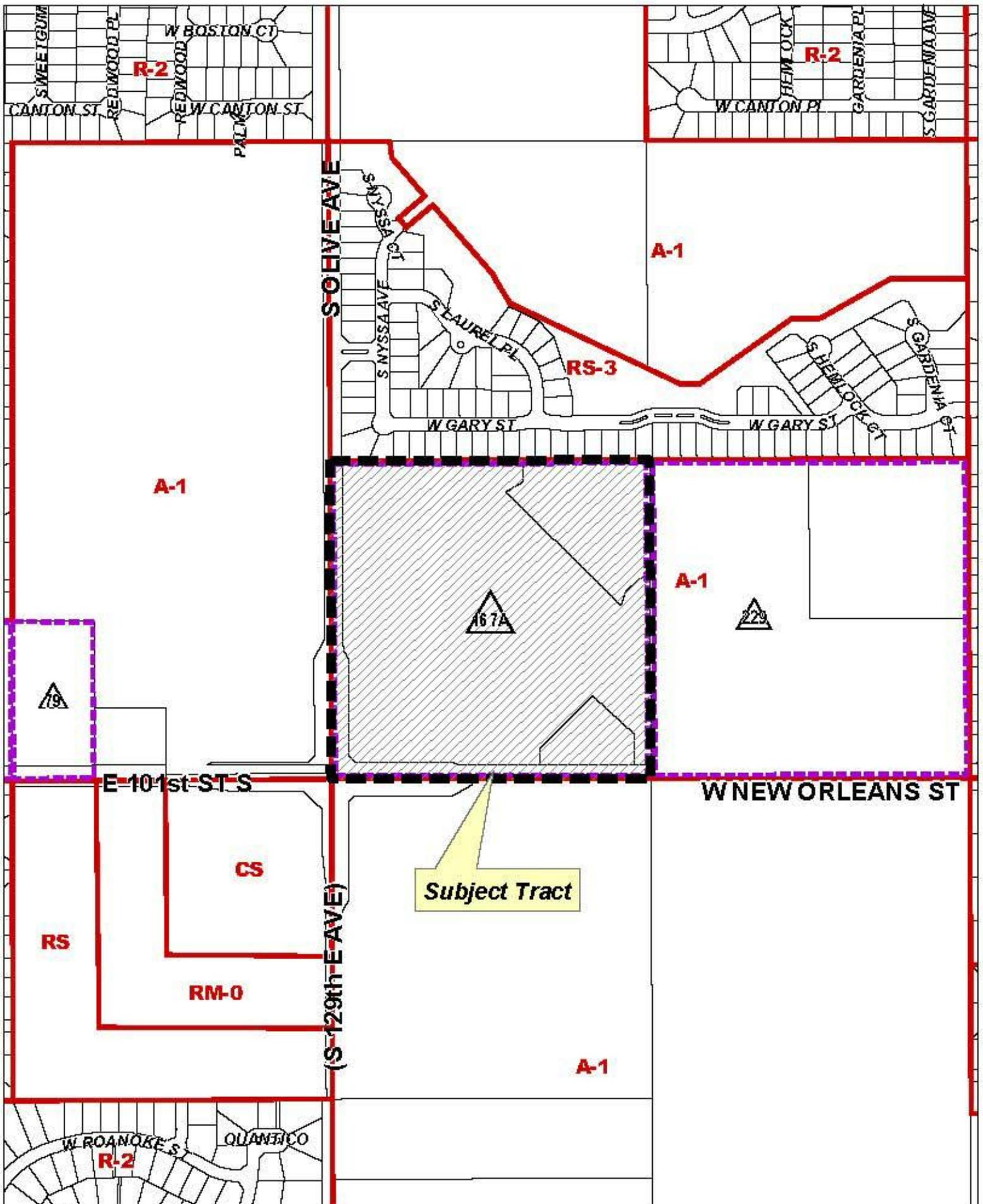


BAZ-1873



21 18-14





Subject Tract

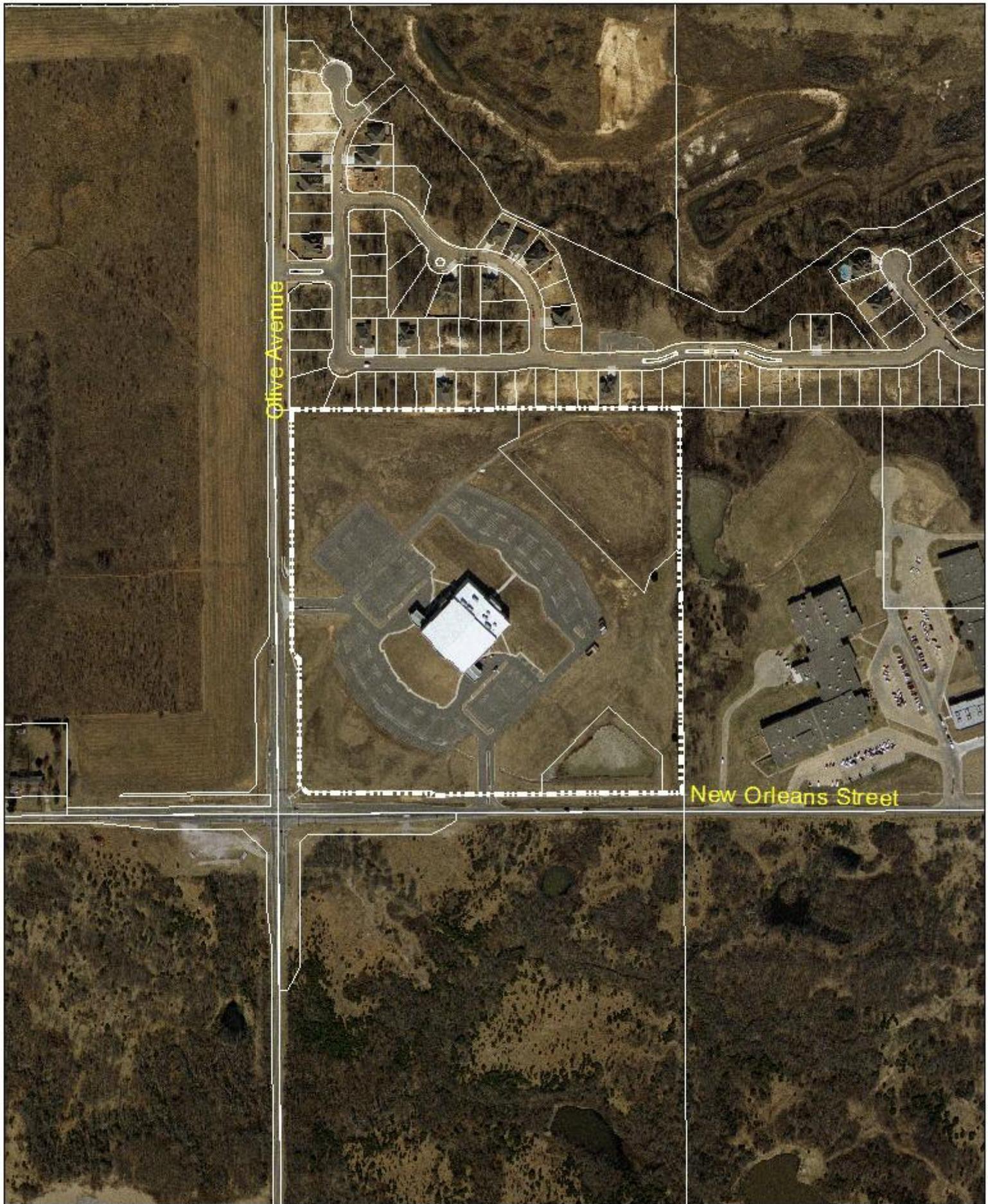


SP-167D

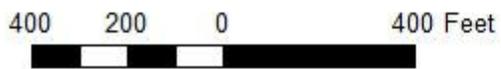


21 18-14





BAZ 1873 and SP 167D
Assembly of God



S Olive St & W New Orleans St, Broken Arrow, OK 74

© 2012 Google

Google earth

Imagery Date: 6/8/2011

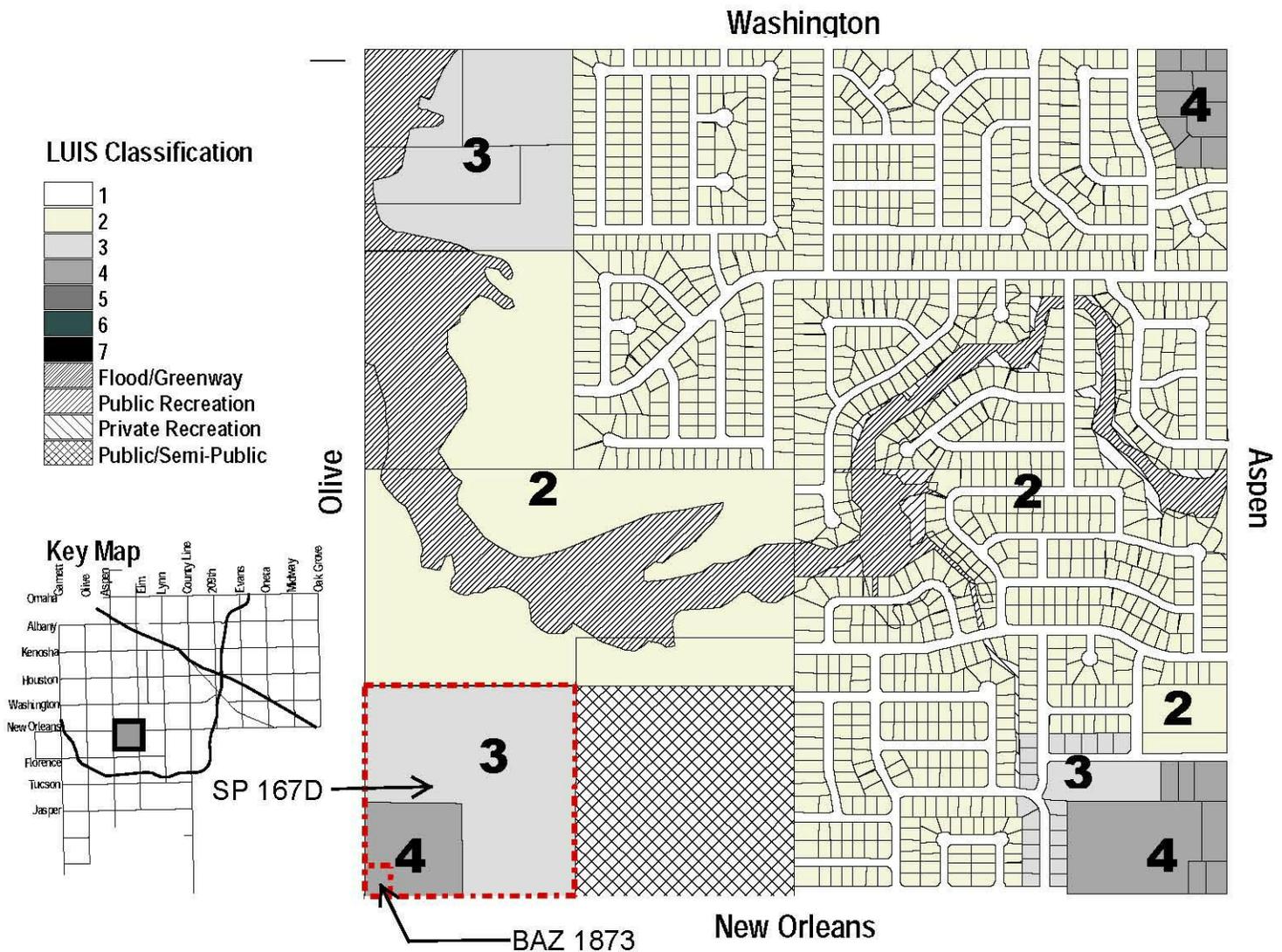
35°01'07.20" N 95°49'54.48" W elev 694 ft

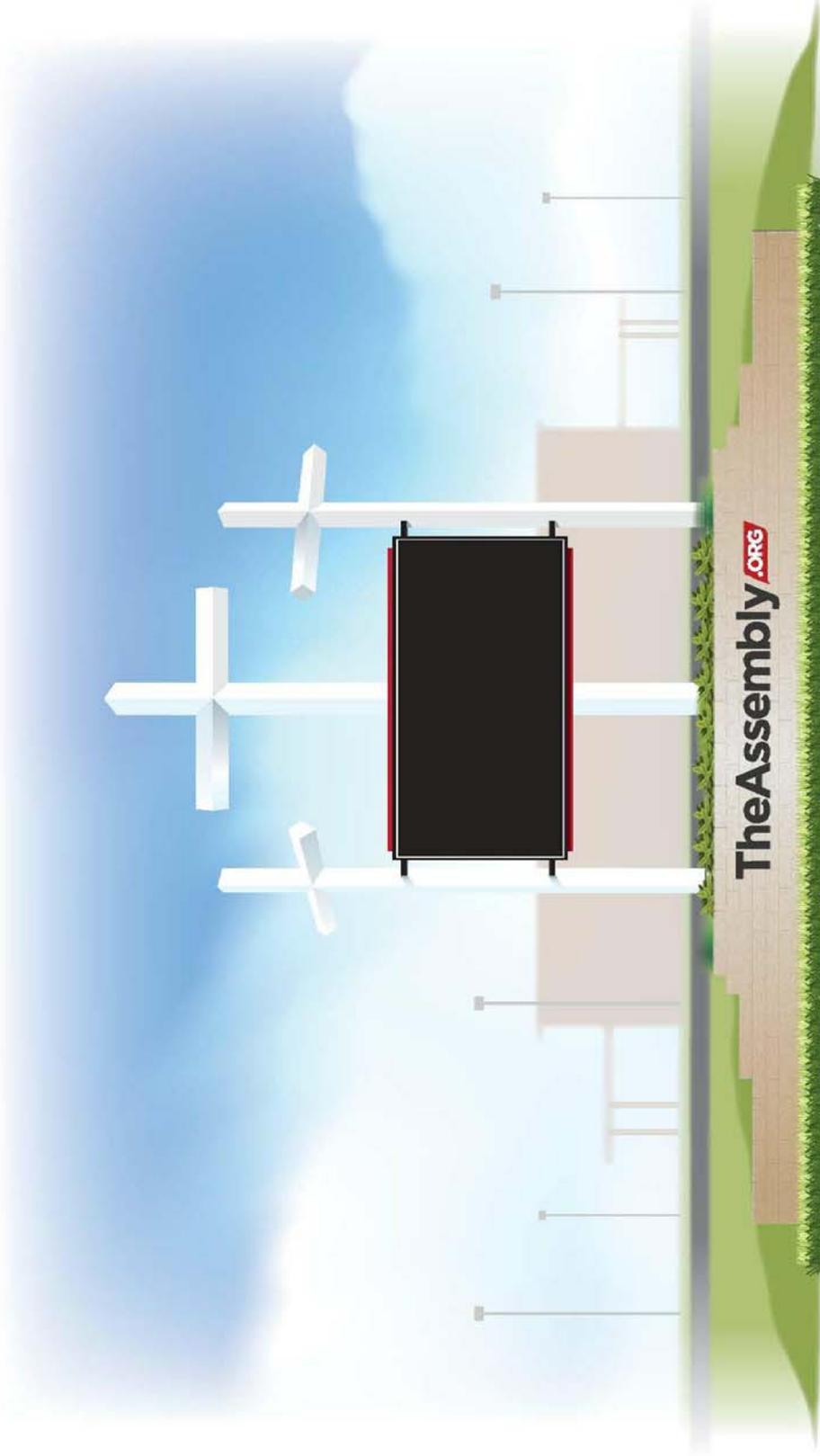
Eye alt 2083 ft



Washington/Aspen/New Orleans/Olive (Section 21-18-14)

Level 4 designations are given to the northeast and southeast corners based on existing land use and zoning. A Level 4 designation is also given to the southwest corner based on the LUIS model. Level 3 designations are given to tracts in the southeast corner that are zoned and developed as R-4 and act as a buffer between the Level 4 area and the Level 2 area. A Level 3 designation is also given to the northwest quarter of the northwest quarter section based on existing R-4 and R-5 zoning and the LUIS model. Of note is the fact that this includes a small portion of the C-2 zoning that exists on the 10 acre parcel on the corner. This parcel lies almost entirely in the floodplain and cannot be developed according to current City policies. A Level 3 designation is also given as a buffer between the Level 4 and Level 2 areas in the southwest quarter section. A Level 2 designation is given to remaining tracts in the section that are not in the floodplain. The Wolf Creek Elementary and Clarence Oliver Middle Schools are found in the southeast quarter of the southwest quarter section and are designated as Public/Semi Public.

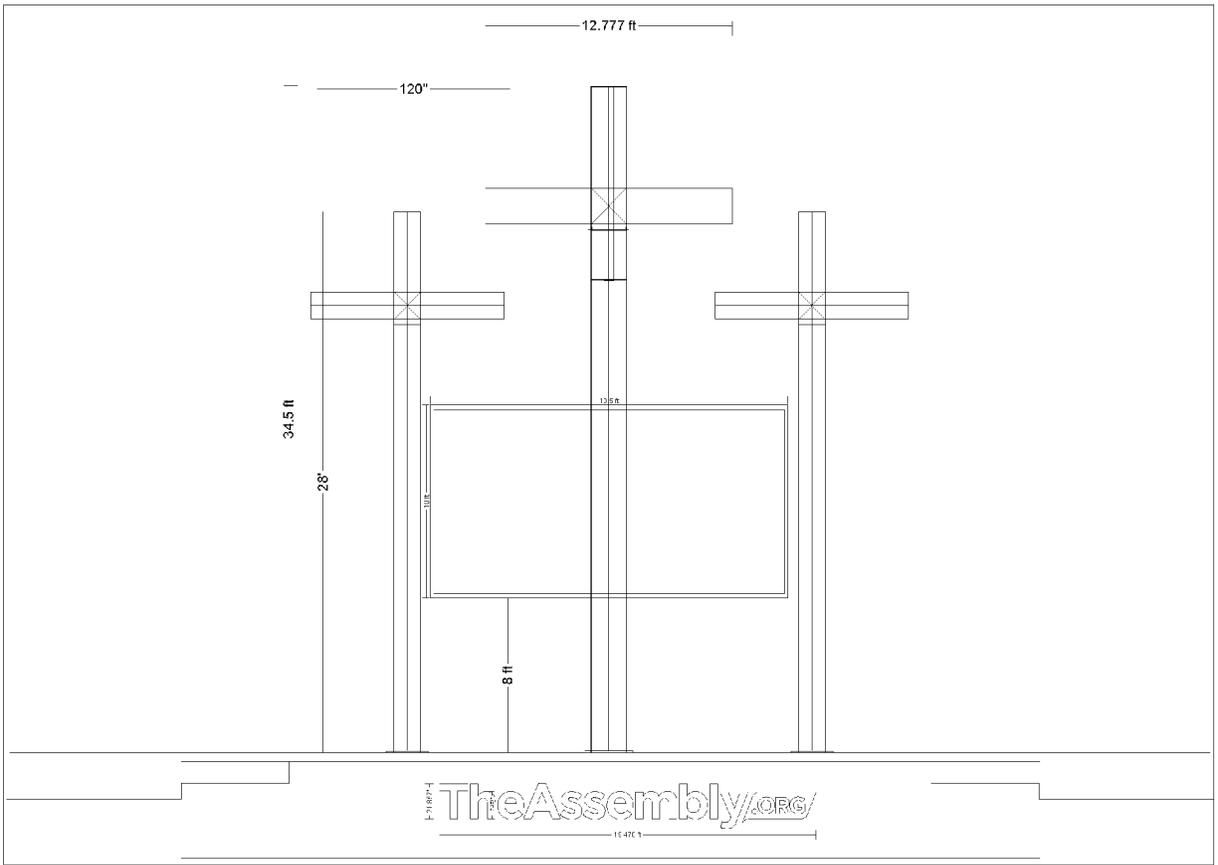


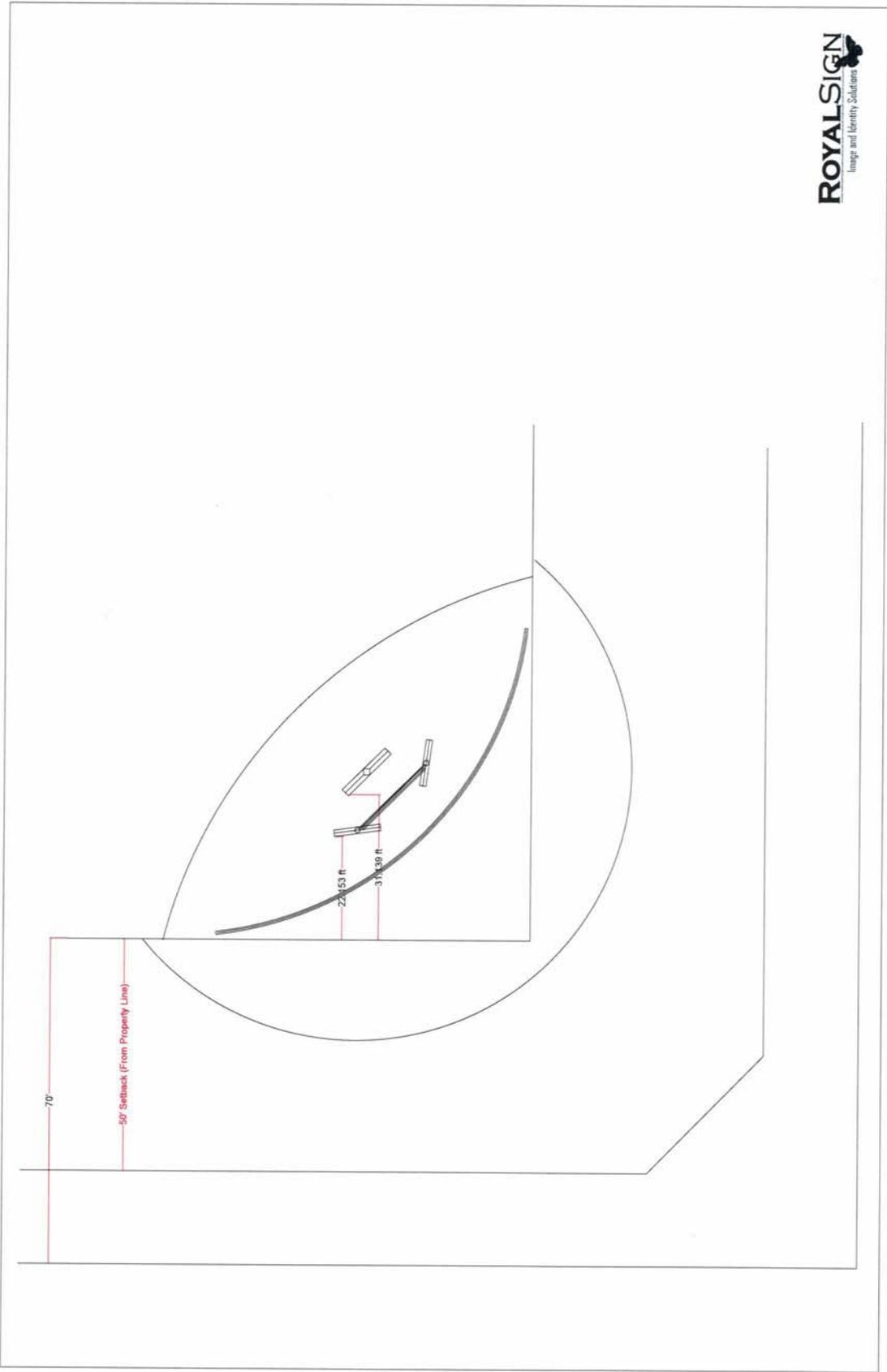


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Customer/Project Name:	Sign Type:	Designer:	Contact:	Original Drawing Date:	Revision Level:
The Assembly Broken Arrow, Ok	Cross Landmark/LED Sign	Bill Kent	Bill Kent	11.14.11	2



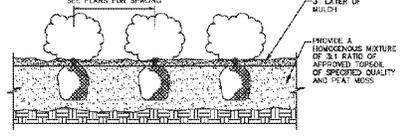


PLANT SCHEDULE

QTY	CODE	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE	SPACING
21	SJM	STEEDS JAPANESE HOLLY	ILEX CRINATA 'STEEDS'	5 GALLON	6' O.C.
16	RCS	DOUBLE KNOCK OUT ROSE	ROSA 'KNOCKOUT'	3 GALLON	4' O.C.
35	HOL	HOOGEBOORN JAPANESE HOLLY	ILEX CRINATA 'HOOGEBOORN'	3 GALLON	4' O.C.
16	AWG	ADAMO DWARF MAIDEN GRASS	MISCANTHUS SINENSIS 'ADAMO'	3 GALLON	4' O.C.
738	SED	BLUE-GRAY SEDGE	CAREX GLAUCA	1 GALLON	18" O.C.
165	RCC	ROSEY CARPET GRAPHDWYLE	LACINIUM MEXICANA 'ROSEY CARPET'	1 GALLON	3' O.C.

LANDSCAPE NOTES

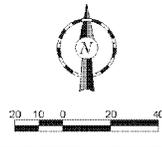
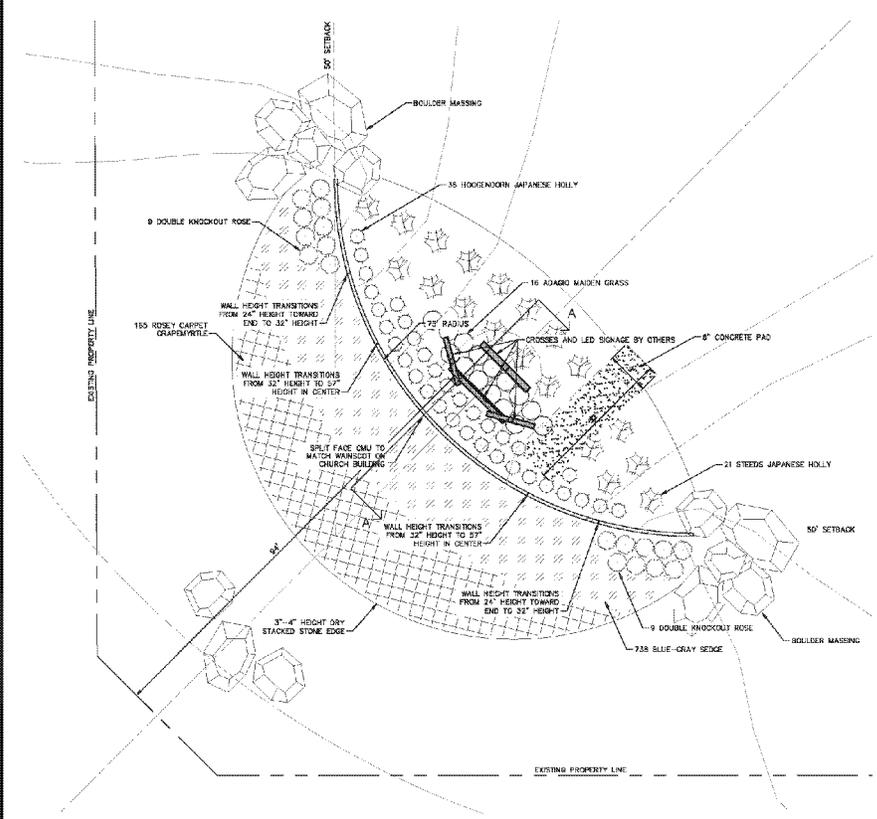
- CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE ONE CALL SYSTEM @ 811. ALL UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND ARE BASED ON SURVEY INFORMATION, SITE DEVELOPMENT PLANS, UTILITY RECORDS, ETC.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN. THE SIZE AND GRADING SHALL MEET OR EXCEED THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED TO PROVIDE CLEAR SIGHT DISTANCE AT STREETS AND DRIVEWAYS.
- THE CONTRACTOR IS RESPONSIBLE TO GUARANTEE AND MAINTAIN ALL TREES AND SHRUBS PER CITY LANDSCAPE ORDINANCE OR UNTIL PROJECT IS TURNED OVER AND ACCEPTED BY THE OWNER. THE GUARANTEE SHALL BE A MINIMUM OF ONE YEAR UNLESS A LONGER TERM IS SPECIFIED BY THE CITY.
- NO CHANGES TO THE PLANT SCHEDULE ARE ALLOWED WITHOUT APPROVAL OF THE OWNER, LANDSCAPE ARCHITECT, AND CITY. SUBSTITUTED PLANTS SHALL MEET THE SAME CRITERIA REGARDING TYPE, SIZE, AND FUNCTION AS THOSE PLANTS SHOWN ON THE PLAN.
- ALL LAWN AREAS ARE TO RECEIVE 4" OF TOPSOIL (ASIN D5286-02) TO FINAL GRADE. ALL SHRUB AREAS SHALL RECEIVE 4" OF TOPSOIL. ALL TOPSOIL SHALL BE AMENDED AS NEEDED TO ENHANCE FAVORABLE GROWING CONDITIONS. ALL EXISTING SOO/WEEDES SHALL BE REMOVED FROM PLANTING BED AREAS BEFORE PLANTING PREPARATIONS.
- ALL PLANT BEDS AND TREE WELLS SHALL BE MULCHED WITH A MINIMUM OF 3" FINELY SHREDDED CYPRESS OR CEDAR MULCH AS PER DETAILS. PRIOR TO PLACING MULCH, PRE-EMERGENCE HERBICIDE SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND ALL APPLICABLE GOVERNMENTAL REGULATIONS.
- ALL TREES AND SHRUBS SHALL BE PLANTED IN ACCORDANCE WITH THE DETAILS PROVIDED INCLUDING ALL SPECIFIED BACKFILLS AND FERTILIZATIONS.
- ALL DISTURBED AND NEWLY GRADED LANDSCAPE AREAS THAT ARE NOT SHOWN AS PLANTING BEDS, SOO OR OTHER WATERWAYS SHALL BE MECHANICALLY SEEDED OR HYDRO-SEEDING DURING THE APPROPRIATE SEASON WITH ONE OF THE FOLLOWING MIXTURES: MAY 15 TO AUGUST 15 - 2 LBS OF HYDRATED BERMUDA SEED AND 5 LBS OF ANNUAL RYE GRASS SEED PER 1000 SQ. FT.; AUGUST 16 TO MAY 14 - 10 LBS OF HYBRID LAWN PEGGLE SEED AND 5 LBS OF RYE GRASS SEED PER 1000 SQ. FT. AND ROLL WITH A SOO ROLLER. WITH EACH MIXTURE, ADD 13-15-13 FERTILIZER AT THE RATE OF 12 LBS PER 1000 SQ. FT. AND 15 LBS OF AGRICULTURAL OR PELLETTIZED LIME PER 1000 SQ. FT. THE GROUND SHALL BE KEPT MOIST UNTIL SEED GERMINATES, THEN CONTINUE WITH NORMAL LAWN MAINTENANCE PRACTICES.
- AT A MINIMUM, SOO SHALL BE INSTALLED ON ALL 3:1 AND GREATER SLOPES AND AN 18" STRIP OF SOO SHALL BE INSTALLED BEHIND ALL CURBS AND ADJACENT TO ALL SIDEWALKS AND ENTRY WALKS.
- ALL PLANTING AREAS TO BE IRRIGATED WITH A DRIP IRRIGATION SYSTEM. LANDSCAPE CONTRACTOR TO CONFIRM LOCATION OF PROPOSED IRRIGATION LINES WITH THE IRRIGATION CONTRACTOR PRIOR TO PLANT BED AND PLANT INSTALLATION. CONTRACTOR SHALL TIE NEW IRRIGATION INTO EXISTING IRRIGATION SYSTEM, IF ONE EXISTS. CONTRACTOR IS RESPONSIBLE FOR EVALUATING CURRENT SYSTEM FOR CONNECTIVITY TO NEW SYSTEM. CONTRACTOR IS RESPONSIBLE FOR WINTERIZING SYSTEM AND PROVIDING SYSTEM STARTUP DURING WARRANTY PERIOD.
- QUANTITIES SHOWN ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS TO VERIFY ALL QUANTITIES ON SITE.



SHRUB PLANTING DETAIL

100% CD SET FOR CONSTRUCTION

16 HOURS BEFORE YOU GO - CALL ONE
 1-800-532-8543
 (Outside the US, 800-532-8543)



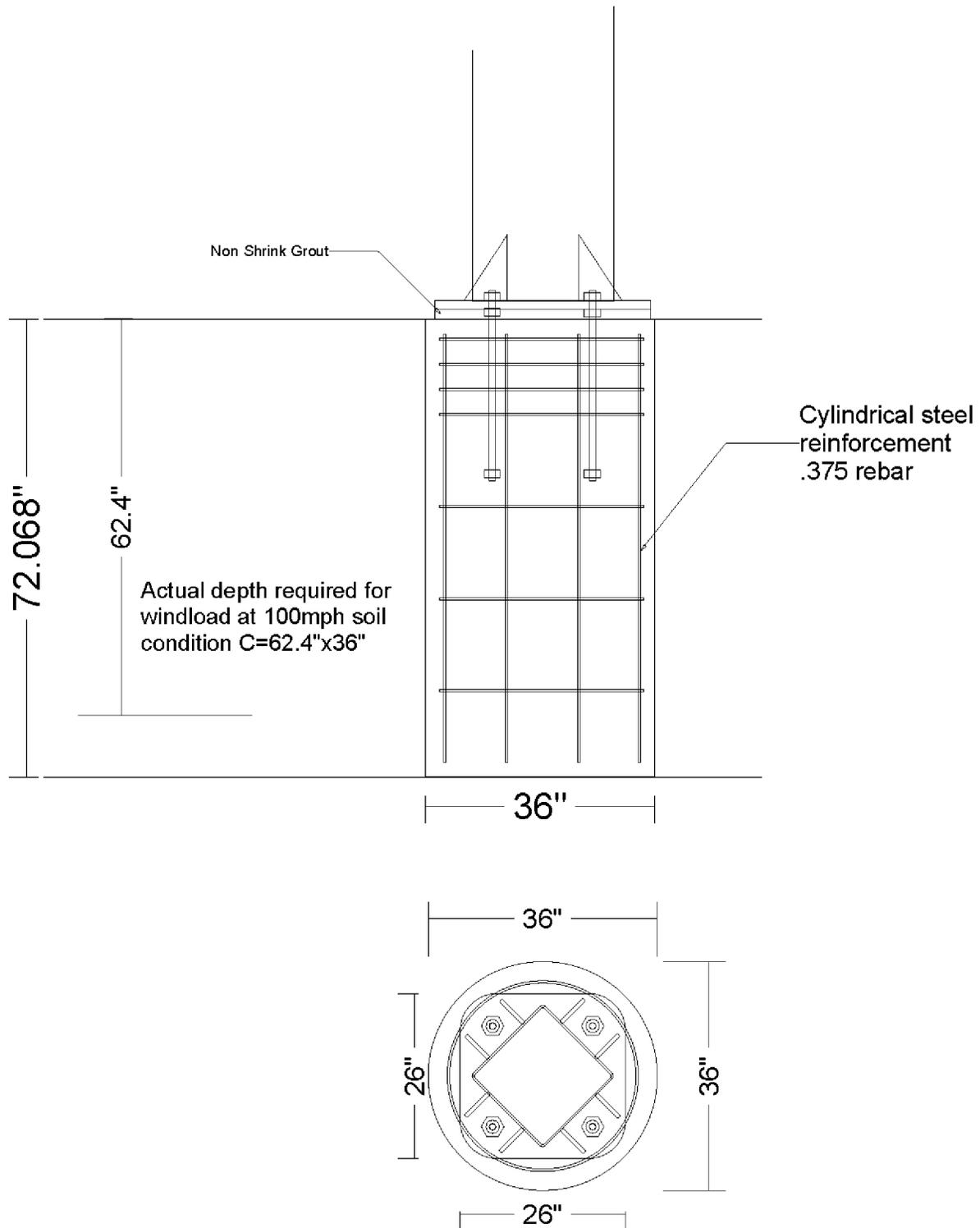
THE ASSEMBLY AT BROKEN ARROW

Concrete footing:

Moment at ground 231,984.3 in-lbs 19,332 ft-lbs

Based on a wind speed of 100 mph and exposure C.

Footing based on a lateral soil allowable of 150 psf.





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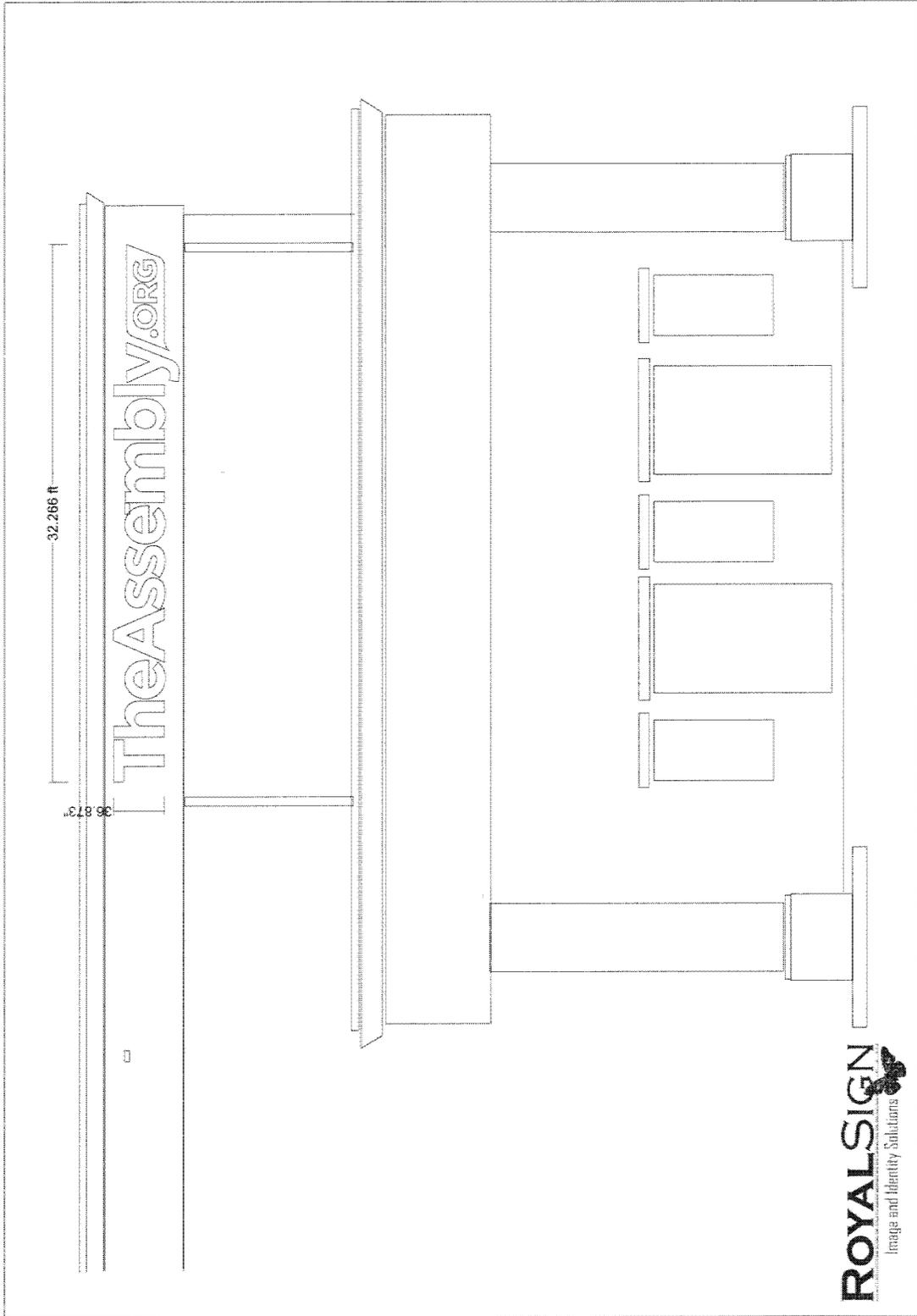
Customer/Project Name:	Sign Type:	Designer:	Contact:	Drawing Date:	Revision Level:
The Assembly Broken Arrow, Ok	Halo Illuminated Reverse Channel Letters (North)	Bill Kent	Bill Kent	12.21.11	1

32.266 ft

36.873'

TheAssembly.ORG

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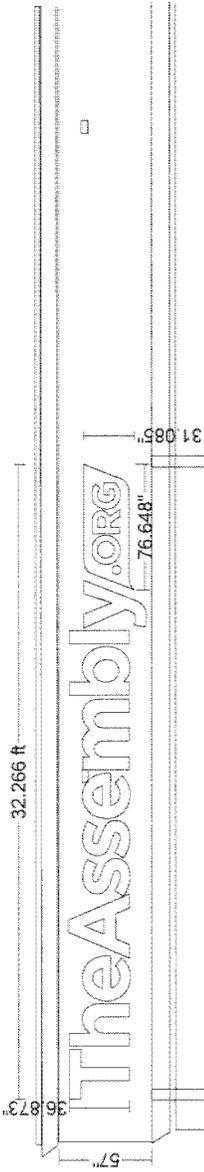




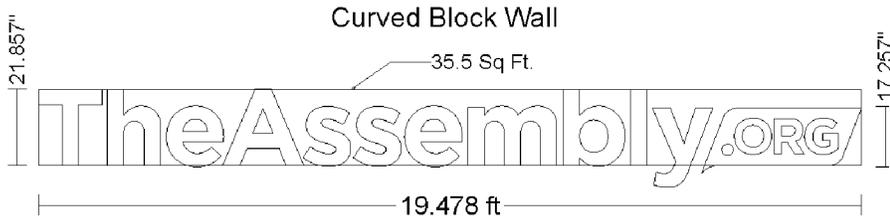
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Customer/Project Name:	Sign Type:	Designer:	Contact:	Drawing Date:	Revision Level:
The Assembly Broken Arrow, Ok	Halo Illuminated Reverse Channel Letters (South)	Bill Kent	Bill Kent	12.21.11	1

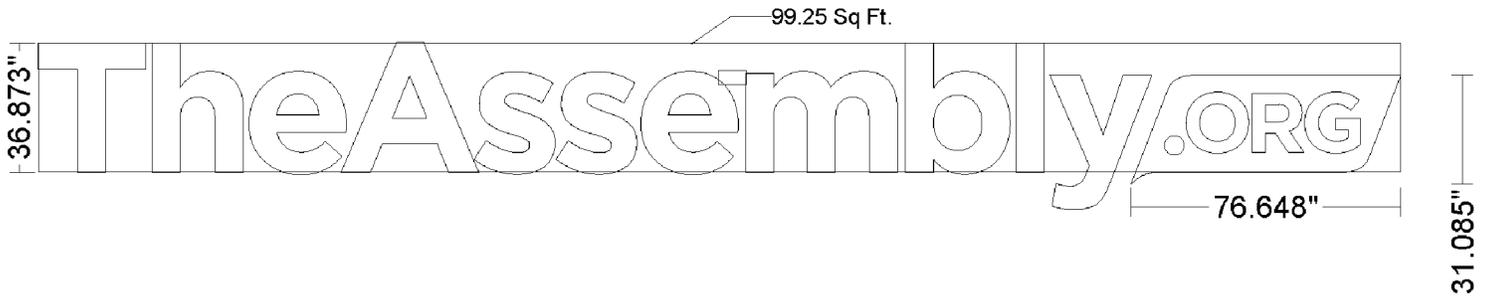


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Wall letters (1) North Side (1) South Side

32.266 ft



The Assembly at Broken Arrow Church

Sign Development Standards (nonresidential):

- Height of freestanding signs shall not exceed 20 feet in height, with the following exception: additional height may be granted for additional setbacks on a one-foot vertical to a two-foot horizontal basis, to a maximum of 30 feet. {App. A.5.7.C.5.a}
 - ✓ **We will meet** – Our sign is 30 feet in height. Setback exceeds the required setback by 22 feet.
- Display area shall not exceed 300 square feet. {App. A.5.7.C.6.a}
 - ✓ **We will meet** – Total display area is 204 square feet.
- Lots with one freestanding sign shall not exceed an aggregate display area of two square feet per lot frontage. {App. A.5.7.6.c.i.}
 - ✓ **We will meet** – With display area of 204 square feet we will meet by providing 150 linear feet of lot frontage.
- Wall signs may utilize an aggregate display surface area not to exceed one square foot per linear foot of wall on which it will be placed. {App. A.5.7.13.a}
 - ✓ **We will meet** – Wall sign has display area of 20 square feet. The wall exceeds the requirement of 20 linear feet.

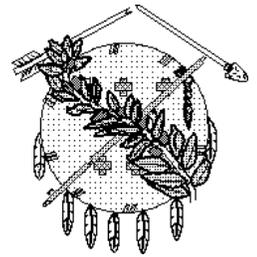
Zone CN (Commercial Neighborhood) Dimensional Standards:

- Lot Area to be 12,000 square feet minimum to 2.49 Acres maximum; Lot Frontage to be minimum 100 linear feet; Building Coverage – no minimum; Front Yard Setback to be 50 feet; Side Yard Setback to be 30 feet; Maximum Building Height to be 50 feet or three stories. {App. A.4.1-4}
 - ✓ **We will meet** – CN zoned area to be 150 feet by 150 feet, meeting the requirements for this district.

Accessory Structure Standards:

- Accessory structure shall be conducted and/or located on the same lot as principal use. {App. A.3.3.C.2.a}
 - ✓ **We will meet** – Structure will remain on same lot as main building.
- In commercial districts, an accessory structure shall not occupy more than 50 percent of the building square footage associated with the principal use. {App.A.3.3.C.2.b.ii}
 - ✓ **We will meet** – Structure does not exceed 50 percent of building square footage.
- The principal use and the accessory use shall be under the same ownership and shall utilize the same utility meter. {App.A.3.3.C.3&4}
 - ✓ **We will meet**

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council Members
From: Development Services Director
Subject: Approval of BAZ 1876, 0.34 acres, R-1 to R-2, south of Jasper Street (131st Street), east of Clyde Wright Avenue, at 416 East Fairway Court

Background: BAZ 1876 is a request to rezone one single family residential lot, comprising of 0.34 acres, from R-1 to R-2. The property is located on a corner lot south of Jasper Street, east of Clyde Wright Avenue, within the Indian Springs Fairway Addition. Applicant is proposing to construct a swimming pool and a covered patio in the back yard.

The property has been platted as Lot 1, Block 5, Indian Springs Fairway Addition. When the property was platted, a 25-foot building line setback was shown along both street frontages. The existing house, as well as most of the houses in this neighborhood, was built with 25 foot building line setbacks. The R-1 district, however, requires a 35-foot building line setback. Applicant is proposing to expand the northwest corner of the house with a patio cover. Since the existing structure does not meet the setback requirements of the R-1 district, the zoning needs to be modified before this addition can be built. With the requested R-2 zoning, the proposed addition will be in compliance with the Zoning Ordinance.

The Planning Commission, in their meeting of February 23, recommended approval of BAZ 1876 as recommended by Staff. There were no protestants present.

Cost: None

Prepared By: Farhad K. Daroga, City Planner

Reviewed By: Michael Skates, Development Services Director
Legal Department

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

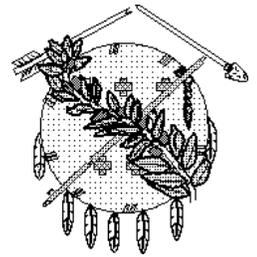
Attachments: Planning Commission fact sheet dated 2-23-12
Case Map
Aerial Photo
Comprehensive Plan Map
Indian Springs Fairway Addition plat
Plat Survey
Proposed Site Plan and Elevations

Recommendation: Approve BAZ 1876 as recommended by the Planning Commission and Staff.

FKD/js

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

Broken Arrow Planning Commission
Meeting of: 02-23-12



To: Chairman and Commission Members
From: Office of the City Planner
Subject: BAZ 1876, 0.34 acres, R-1 to R-2, south of Jasper Street (131st Street), east of Clyde Wright Avenue, at 416 East Fairway Court

Background:

Applicant:	Renovations by Helms
Owner:	John and Cindy Gladd
Developer:	NA
Engineer:	NA
Location:	South of Jasper Street (131 st Street), east of Clyde Wright Avenue, at 416 East Fairway Court
Size of Tract:	0.34 acres
Number of Lots:	1 lot
Present Zoning:	R-1
Proposed Zoning:	R-2
Comp Plan:	Level 2
Staff Planner:	Brent Murphy

BAZ 1876 is a request to rezone 0.34 acres from R-1 to R-2. The property is located on a corner lot south of Jasper Street, east of Clyde Wright Avenue. Applicant is proposing to construct a swimming pool and a covered patio in the back yard.

The property has been platted as Lot 1, Block 5, Indian Springs Fairway Addition. When the property was platted, a 25-foot building line setback was shown along both street frontages. The existing house, as well as most of the houses in this neighborhood, was built with 25 foot building line setbacks. The R-1 district, however, requires a 35-foot building line setback. Applicant is proposing to expand the northwest corner of the house with a patio cover. Since the existing structure does not meet the setback requirements of the R-1 district, the zoning needs to be modified before this addition can be built. With the requested R-2 zoning, the proposed addition will be in compliance with the Zoning Ordinance.

Attachments: Case Map
Aerial Photo
Comprehensive Plan Map
Indian Springs Fairway Addition plat
Plat Survey
Proposed Site Plan and Elevations

Recommendation: Based on the Comprehensive Plan, the location of the property and surrounding land uses, Staff recommends BAZ 1876 be approved. The Zoning Ordinance requires any changes in zoning to be approved subject to the property being platted. Since the property has been platted previously and no benefits may be achieved by replatting, Staff recommends that platting be waived.

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

Reviewed by: Farhad K. Daroga

FKD: BDM

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

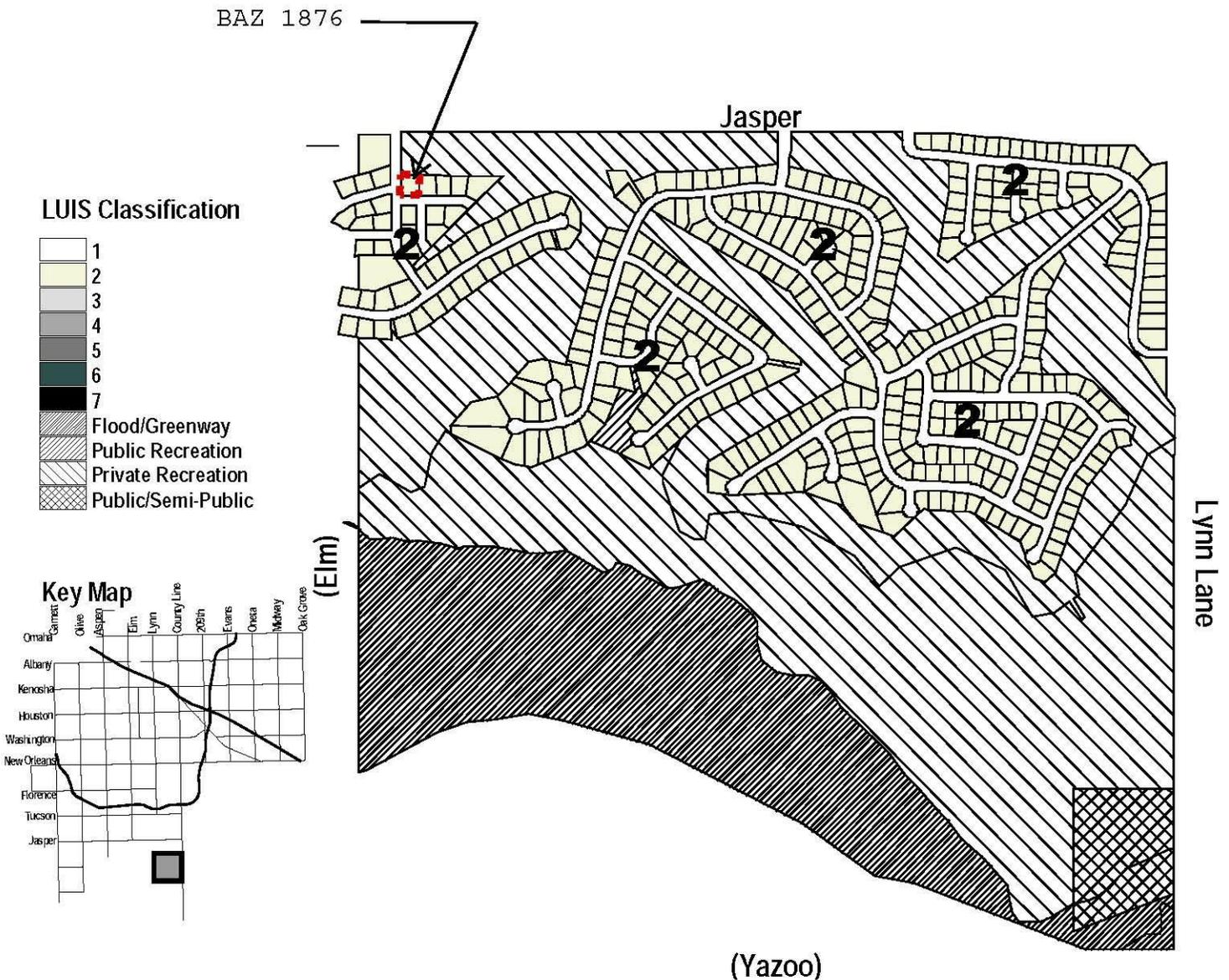


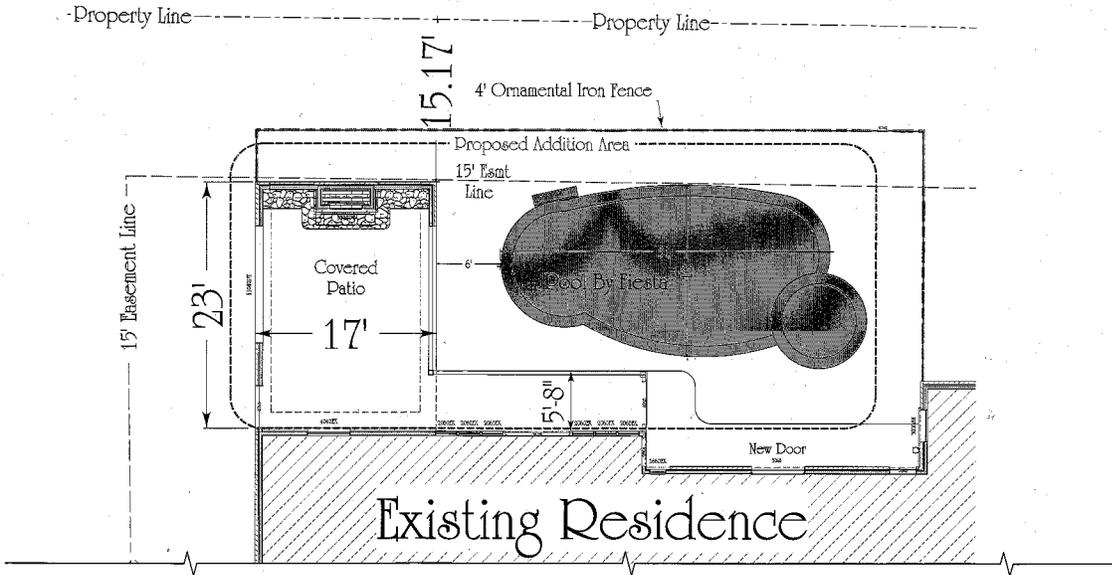
BAZ 1876
John and Cindy Gladd



Jasper/Lynn Lane/(Yazoo)/(Elm Place) (Section 11-17-14)

Level 2 designations have been given to existing residential development. Private recreation areas and floodplains are designated as such. The current parcel occupied by the Lynn Lane Waste Water Treatment Plant is designated as Public/Semi-Public. Acquisition of property for expansion of the plant should also be designated as Public/Semi-Public once this occurs.





New Covered Patio and Pool Area
 Scale: 1/4"=1'0"

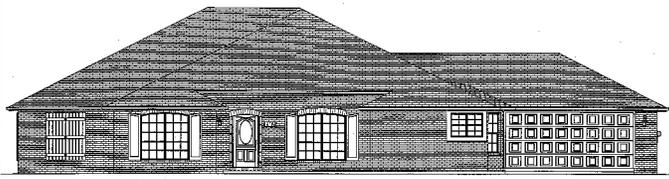
Project For:
 John and Cindy Gladd
 416 East Fairway Court
 Broken Arrow, Oklahoma

Renovations By Helms, Inc.
 17 East Devon Avenue
 Elroy, OK 74008

Renovations By
 Helms, Inc.

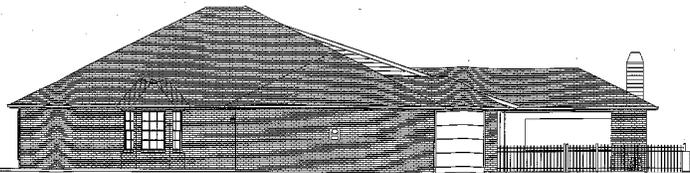
phone: (918) 369-9345
 fax: (918) 366-3360
 rehmod@cbp.net

Design Build
 Remodel
 Drawn By
 CJB
 Date:
 November 0211
 Page
 2

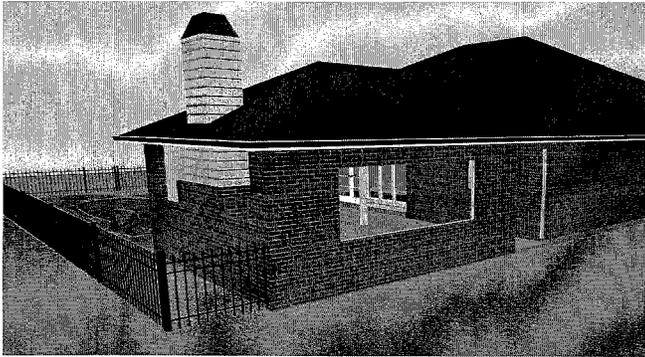


South Elevation

Elevations Scale: 1/4"=1'0"



East Elevation

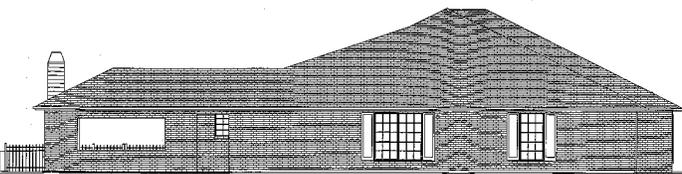


No Scale



North Elevation

Elevations Scale: 1/4"=1'0"



West Elevation

John and Cindy Gladd
416 East Fairway Court
Broken Arrow, Oklahoma

Project
For:

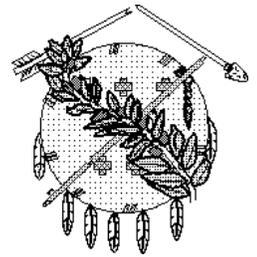
Renovations
By Helms, Inc.
17 East Davenport Avenue
Bixby, OK 74008

Renovations By
Helms, Inc.

phone: (918) 369-5545
fax: (918) 366-5360
renodo@olp.net

Design Build
Remodel
Drawn By
CBB
Date:
November 2011
Page
3

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council Members
From: Development Services Department
Subject: Approval of PT07-118, conditional final plat, Berwick Fairways II, 29.87 acres, 73 lots, R-1 and R-2 along with PUD 182, one-quarter mile north of Florence Street (111th Street), one-quarter mile east of Mingo Road (97th East Avenue)

Background: The conditional final plat for Berwick Fairways II consists of 73 lots on 29.87 acres. The property, which is located one quarter mile north of Florence Street, one quarter mile east of Mingo Road, is currently zoned R-1 and R-2. PUD 182 was approved for this property by the City Council on October 15, 2007, subject to the property being platted. The preliminary plat was approved by the Planning Commission on September 27, 2007, subject to an attached checklist.

The Planning Commission, in their meeting of February 23, 2012, recommended approval of PT07-118 subject to the attached checklist. The Technical Advisory Committee (TAC) also approved this plat on February 21, 2012. There were no protestants present.

Cost: None

Prepared By: Farhad K. Daroga, City Planner

Reviewed By: Michael Skates, Development Services Director
Legal Department

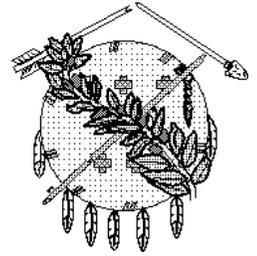
Approved By: David L. Wooden, P.E., City Manager

Attachments: Planning Commission fact sheet dated 2-23-12
Subdivision Plat Review Checklist
Conditional Final Plat of Berwick Fairways II

Recommendation: Approve PT07-118 as recommended by the Planning Commission, TAC and Staff.

FKD/js

Broken Arrow Planning Commission
Meeting of: 2-23-2012



To: Chairman and Commission Members
From: Office of the City Planner
Subject: PT07-118, conditional final plat, Berwick Fairways II, 29.87 acres, 73 lots, R-1 and R-2 along with PUD 182, one quarter mile north of Florence Street (111th Street), one quarter mile east of Mingo Road (97th East Avenue)

Background:

Applicant:	Kathleen Cook, Cook and Associates Engineering, Inc.
Owner:	RLAND Development Group, LLC
Developer:	RLAND Development Group, LLC
Engineer:	Cook and Associates Engineering, Inc.
Location:	One quarter mile north of Florence Street (111 th Street), one quarter mile east of Mingo Road (97 th E. Avenue)
Size of Tract:	29.87 acres
Number of Lots:	73 lots
Present Zoning:	R-1 and R-2 along with PUD 182
Comp Plan:	Level 2

The conditional final plat for Berwick Fairways II consists of 73 lots on 29.87 acres. The property, which is located one quarter mile north of Florence Street, one quarter mile east of Mingo Road, is currently zoned R-1 and R-2. PUD 182 was approved for this property by the City Council on October 15, 2007, subject to the property being platted. The preliminary plat was approved by the Planning Commission on September 27, 2007, subject to an attached checklist.

None of the property is located within a 100-year floodplain area. All the streets in the addition will be private streets.

The Technical Advisory Committee (TAC) will review the conditional final plat of Berwick Fairways II on February 21, 2012.

Attachments: Subdivision Plat Review Checklist
Conditional Final Plat of Berwick Fairways II

Recommendation: Staff recommends PT07-118, conditional final plat for Berwick Fairways II, be approved subject to the attached checklist.

Reviewed by: Farhad K. Daroga

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PLAT: Berwick Fairways II
CASE NUMBER: PT07-118
DEVELOPMENT NUMBER: 07-187
COUNTY: Tulsa
COUNTY PARCEL IDENTIFICATION NUMBER: 83350843002450, 83350843001580 & 83350843001640
SECTION/TOWNSHIP/RANGE: 30/T18N/R14E
GENERAL LOCATION: ½ mile north of Mingo Road (97th E. Avenue) and Florence Avenue (111th Street)
CURRENT ZONING: R-1 and R-2 (PUD 182 also requested)
SEWER BASIN: Haikey Creek
WATER SHED: Haikey Creek

ENGINEER: Cook & Associates, Engineering, Inc.
ENGINEER ADDRESS: 106 S. Ash Street
Broken Arrow, OK 74012
ENGINEER PHONE NUMBER: 258-9442

DEVELOPER: Rooney Investment Group
DEVELOPER ADDRESS: 4765 E. 91st Street
Tulsa, OK 774137
DEVELOPER PHONE NUMBER: 582-4360

PRELIMINARY PLAT

APPLICATION MADE: August 28, 2007
TOTAL ACREAGE: 65 acres
NUMBER OF LOTS: 160 lots
TAC MEETING DATE: September 25, 2007
PLANNING COMMISSION MEETING DATE: September 27, 2007
COMMENTS:

1. Lot frontages shall meet the requirements of PUD 182.
2. Provide correct City of Broken Arrow street names on location map. Change South Garnett Road to Mingo Road and South Olive Avenue to Garnett Road. Also revise County street names accordingly.
3. Place case number (PT07-118) and development number (07-187) in lower right corner of plat.
4. Place "Access Restriction" where building line setback on corner lots is less than 25 feet.
5. Label street right-of-way width on all streets.
6. Street names and addresses to be assigned and verified by Development Services Department.
7. Clearly identify where West Twin Oaks Street and West Charleston Street change from public streets to private streets.
8. Identify the property adjacent to the southwest corner as "unplatted".
9. Change PUD number from 153 to 182.
10. PUD 182 stated that the right-of-way would be 30 feet. The plat shows 50 feet. Please clarify.
11. Label building line setback on corner lots.
12. Identify what the dashed lines represent on the north end of Lot 3, Block 1 represent.
13. Modify Section II to correspond with the PUD document approved by the City Council.
14. Include with Section IV. 4 of the covenants that maintenance of the stormwater detention facilities is the responsibility of the homeowners association.
15. West Twin Oaks Street has been dedicated as a public street as part of the Berwick on Cedar Ridge (Blocks 2, 3, 4, 5, and 6) plat. Entryway design shall meet the requirements of the City of Broken Arrow Subdivision Regulations for both street connections at West Twin Oaks Street. This design should be submitted immediately as changes resulting from review by the City can result in impacts to lot line locations, street widths, etc. Conditional final plat shall not be submitted until entryway design is approved by City of Broken Arrow.
16. Complete the stormwater disposition note with the DD number when available.
17. Label Little Haikey Creek and show and label the FEMA 1% chance (100-year) floodplain boundary east of the eastern boundary of this tract. Callout the FEMA FIRM panel number and the effective date.
18. If streets are to be private, label them as Reserve Area(s).
19. The legal description and survey closure error will be reviewed at a later time.

20. _____ Vicinity location map - label adjacent subdivisions and remove the future subdivision to the southwest of this one until such time that it is platted.
21. _____ Provide the proposed names and ROW widths of the streets shown on the plat.
22. _____ Provide curve data for the street ROWs.
23. _____ Under the "Land Area" heading, add that there are 3 Reserve Areas (or 4 if the streets are to be a Reserve Area).
24. _____ Label the (apparent) 20-foot B/Ls at the following locations: the south side of block 1 lot 1, the west side of block 2 lots 1 and 23, the north side of block 4 lots 1, 22, and 26, the east side of block 4 lot 17, the NE side of block 6 lot 15 and block 7 lot 14, the NE side of block 10 lot 9, the NE side of block 3 lot 9, the SW side of block 4 lot 5, the SW side of block 6 lot 4, the NE side of block 3 lot 15, the SW side of block 6 lot 1 and block 7 lot 1, and the west side of block 10 lot 16.
25. _____ Label the (apparent) U/E and width of same for the following locations: the south side of block 8 lot 3, the east side of block 2 lot 20 and the west side of block 2 lots 18 and 19, the south side of block 2 lot 11, the north side of block 1 lot 15, either side of the lot line between block 1 lots 17/18 and block 8 lots 1/2 and lots 5/6, and the east side of block 10 lot 10.
26. _____ Show a U/E for the proposed storm sewer located between block 3 lots 11 and 12. Coordinate the engineering plans required easements with the plat.
27. _____ Provide statement that the width of block 7 lot 5 at the ROW line (= 33.12 feet) is adequate for a driveway, water meter, and mailbox to be installed.
28. _____ Deed of Dedication and Restrictive Covenants - Section I.A. - If all streets are to be private, delete the reference to public street dedication.
29. _____ Deed of Dedication and Restrictive Covenants - Section II.A. - Fill in the PUD number. Same comment for Section V.A. - last paragraph.

CONDITIONAL FINAL PLAT

NAME OF PRELIMINARY PLAT: Berwick on Cedar Ridge Phase II

APPLICATION MADE: February 6, 2012

TOTAL ACREAGE: 29.87

NUMBER OF LOTS: 73

TAC MEETING DATE: February 21, 2012

PLANNING COMMISSION MEETING DATE: February 23, 2012

CITY COUNCIL MEETING DATE: March 20, 2012

COMMENTS:

30. _____ Building line setbacks that are less than 25 feet in width need to be labeled.
31. _____ Identify what the second dash line passing through the north part of Lots 21 – 24, Block 2 represents.
32. _____ Restricted access needs to be placed on lots where the building setback line along a street is less than 25 feet.
33. _____ The conditional final plat and the "no exceptions taken" engineering drawings must agree with respect to Limits of Access and No Access, easements both internal and external, reserve areas, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans in these areas.
34. _____ Addresses to be verified by the Engineering and Construction Department.
35. _____ Curves C9 – C41 in the Curve Table need to be shown on the plat.
36. _____ Label the widths of the streets adjoining this plat tract.
37. _____ The DD number in the storm water disposition note appears to be incorrect.
38. _____ Screen back the drawing elements in Berwick Fairways I as is done for the other surrounding platted tracts.
39. _____ Some text on the plat drawing is shown bolded and some is not. Make all text uniform.
40. _____ Correct the text overwrites on the plat drawing (e.g., along the southern border).
41. _____ In the Legend box, the landscape easement designation is shown as "FL/E". On the drawing, it appears to be shown as "L/E", please correct.
42. _____ Deed of Dedication and Restrictive Covenants, paragraph just below the written legal description – change "Berwick Fairways III" to read "Berwick Fairways II". Also, "(hereinafter sometimes referred to either as the "subdivision")" does not make sense.
43. _____ Deed of Dedication and Restrictive Covenants, Section I., B. 5. – add spaces after the number to improve readability. Same comment for Section I., D., 1. and 2 and Section II., A. 1. and 2 and Section III. A. 1. and S. 1.
44. _____ Deed of Dedication and Restrictive Covenants, Section II., A. 3. B. – refers to a side yard building setback of at least 20 feet, but the plat drawing shows all building setbacks to be 25 feet.
45. _____ Deed of Dedication and Restrictive Covenants, Section II., A. 9. – refers to Reserve Areas and their permitted uses including water features, etc. It appears from the plat drawing that Reserve Area 'A' is the only reserve area and its use would be limited to private streets.
46. _____ Deed of Dedication and Restrictive Covenants, Section III., FF. – underline "Basketball Goals" to be consistent with the rest of the text.
47. _____ Label Point Of Beginning on the plat drawing.

- 48. _____ Revise bearings on the drawing to all run one way - clockwise.
- 49. _____ On the plat drawing, add the filed plat numbers to the filed plat titles for the surrounding tracts.
- 50. _____ (General) Revised paving, grading, sanitary sewer, waterline, and storm sewer plans will need to be prepared for this phase of the development. Previous engineering plans accepted in 2008 will need to be revised since additions and subtractions of lots has occurred on Blocks 1, 2, and 3 with internal platted area lot lines shifting to new locations on the 2012 conditional final plat.

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

UTILITY COMPANY APPROVAL OF FINAL PLAT

- _____ NATURAL GAS COMPANY APPROVAL
- _____ ELECTRIC COMPANY APPROVAL
- _____ TELEPHONE COMPANY APPROVAL
- _____ CABLE COMPANY APPROVAL

CITY OF BROKEN ARROW APPROVAL OF FINAL PLAT

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

ENGINEERING APPROVAL

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

PLANNING DEPARTMENT APPROVAL

- _____ CORPORATION COMMISSION LETTER OF CERTIFICATE OF NON-DEVELOPMENT SUBMITTED (OR PLUGGING RECORD)
- _____ PLANNING DEPARTMENT REVIEW COMPLETE ON:

DEVELOPMENT SERVICES APPROVAL

- _____ ADDRESSES REVIEWED AND APPROVED

FEES

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

FINAL PROCESSING OF PLAT

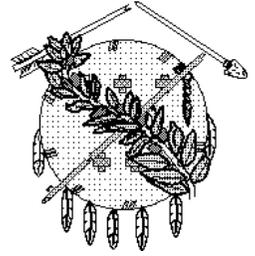
____ DEVELOPMENT ENGINEER SUBMIT FINAL PLAT FOR MAYOR AND CITY CLERK SIGNATURE

____ FEES PAID ON: _____ IN THE AMOUNT OF: _____

____ DEVELOPMENT ENGINEER PICK UP FINAL PLAT FOR FILING

____ 12 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council Members
From: Development Services Development
Subject: Approval of PUD 213 and BAZ 1874, Berkshire Medical Office, 1.20 acres, ON, one-half mile north of Washington Street (91st Street), east of Garnett Road (113th East Avenue)

Background: Planned Unit Development (PUD) No. 213 and rezoning request BAZ 1874, involve a proposed one lot development in the Berkshire Medical Office Park. The 1.2 acre vacant lot is platted as a part of Lot 2, Block 1, Berkshire Medical Office Park and is presently zoned ON (Office Neighborhood). The rezoning request is for CN, Commercial Neighborhood. The vacant site is approximately half mile north of Washington (91st) Street, east of Garnett Road, (southeast of the YMCA).

Applicant is proposing to build a new 2 story, 11,042 square foot office building. Within this building, they propose to relocate a day spa that is presently located two lots to the south. In the Broken Arrow Zoning Ordinance, a day spa is classified as “General Personal Services”, which is a use that is not permitted in the ON district.

The Planning Commission, in their meeting of February 23, 2012, recommended approval of PUD 213 and BAZ 1874 as recommended by Staff, with modifications to 3 of the 9 conditions listed in the staff report. There was one protestant who expressed concerns regarding this proposal and the proximity of this type of commercial use, close to a residential area. The protestant requested that an eight-foot high masonry fence be provided between the residential property to the north and this site.

Upon the applicants request the Planning Commission and staff concurred in recommending approval with the following amendments;

- Condition No. 2 Personal Services/Day Spa shall not exceed 50% of the total building square footage.

- Condition No. 5 Trash enclosure to be located at least 20 feet from adjoining residential property boundaries.

- Condition No. 9 Second floor window sills, if any windows are provided, shall be at least 6 feet above the floor space.

Cost: None

Prepared By: Farhad K. Daroga, City Planner

Broken Arrow City Council

Meeting of: 03-06-12

Subject: Approval of PUD 213 and BAZ 1874, Berkshire Medical Office, 1.20 acres, ON, one-half mile north of Washington Street (91st Street), east of Garnett Road (113th East Avenue)

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

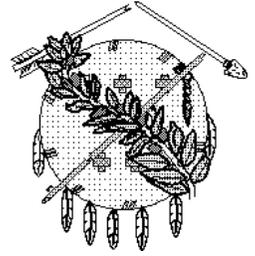
Approved By: David L. Wooden, P.E., City Manager

**Attachments: Planning Commission fact sheet dated 2-23-12
Case Map
Aerial Photo
Comprehensive Plan
PUD 212 information submitted by applicant
Letter from adjacent property owner**

Recommendation: Approve PUD 213 and BAZ 1874 as recommended by the Planning Commission and Staff.

FKD/js

**Broken Arrow Planning Commission
Meeting of: 02-23-12**



To: Chairman and Commission Members
From: Office of the City Planner
Subject: PUD 213 and BAZ 1874, Berkshire Medical Office, 1.20 acres, ON, one-half mile north of Washington Street (91st Street), east of Garnett Road (113th East Avenue)

Background:

Applicant:	Douglas Huber
Owner:	Rob Thompson
Developer:	Rob Thompson
Architect:	Douglas Huber
Location:	One-half mile north of Washington Street (91 st Street), east of Garnett Road (113 th E. Avenue), in the Berkshire Office Park
Size of Tract:	1.20 acres
Number of Lots:	1
Present Zoning:	ON
Comp Plan:	Level 4
Staff Planner:	Brent Murphy

Planned Unit Development (PUD) No. 213 and rezoning request BAZ 1874, involve a proposed one lot development in the Berkshire Medical Office Park. The 1.2 acre vacant lot is platted as a part of Lot 2, Block 1, Berkshire Medical Office Park and is presently zoned ON (Office Neighborhood). Applicant is proposing to build a new 2 story, 11,042 square foot office building. Within this building, they propose to relocate a day spa that is presently located two lots to the south. In the Broken Arrow Zoning Ordinance, a day spa is classified as “General Personal Services”, which is a use that is not permitted in the ON district.

PUD 213 SUMMARY

With PUD 213, the proposal is to place CN zoning on this property, while limiting the use of the 2 story office building in accordance with the City of Broken Arrow Zoning Ordinance and the development regulations of the Office Neighborhood District (ON) except as summarized below:

- “General Personal Services” uses are allowed in addition to the uses allowed in the Office Neighborhood district. According to the site plan submitted, use of the building is divided as follows:
 - Medical Office: 2,838 s. f. (25.7 %)
 - General Office: 3,989 s. f. (36.1 %)
 - Personal Service/Day Spa: 4,215 s. f. (38.1 %) – CN zoning
 - Total new building space: 11,042 s. f.

- Brick and plaster will be used on all four sides instead of just along the side facing the street.
- Building appearance on the outside will be residential in character with no more than two stories and will have sloped roofs with composition shingles. Building height limited to 40 feet.

SUMMARY OF DEVIATION FROM ZONING ORDINANCE

Item	Zoning Ordinance Requirement	PUD 213 Request
Permitted Uses	As allowed in the CN district.	As allowed in the ON district along with “General Personal Services”.
Exterior Building Materials	Masonry along the street frontage.	Brick and plaster on all four sides.
Building Height	50 feet or three stories.	40 feet and two stories.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

Land uses and zoning classifications around PUD 213 include the following:

North: PUD 117/R-3 and SP 173 Villages of Wood Creek addition and YMCA
 East: R-3 Berkshire addition
 South: ON Office
 West: CG Office

The property is designated as Level 4 in the Comprehensive Plan. The existing ON zoning, as well as the proposed CN zoning, is in compliance with the Comprehensive Plan in Level 4. The development proposed with PUD 213 is in compliance with the Comprehensive Plan.

Staff has received many calls from the surrounding residences within the two adjoining residential neighborhoods. Though most neighbors are not completely opposed to this proposal, there have been suggestions pertaining to development standards.

- Attachments:**
- Case Map
 - Aerial Photo
 - Comprehensive Plan
 - PUD 212 information submitted by applicant
 - Letter from adjacent property owner

Recommendation: Staff recommends that the rezoning request BAZ 1874 be approved along with PUD 213, subject to the following conditions:

1. Re-Platting to be waived, since the property is plated.
2. Site shall be developed as shown on the site plan submitted with PUD 213. Personal Services/Day Spa shall not exceed 40% of the total building

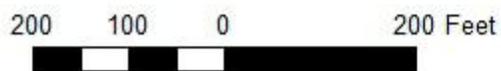
- square footage.
3. Hours of operation for the proposed Personal Services/Day Spa shall be limited daily to 13 hours per day, from 7am to 8pm.
 4. PUD document and site plan to be modified to show a minimum 6 foot-high masonry wall adjacent to the north residential property owner. This fence to be coordinated with residential property owner to the north.
 5. Trash enclosure to be located 25 feet from adjoining residential property boundaries.
 6. Outdoor free standing light poles shall be limited to 16 feet in height and all outdoor light fixtures shall be shielded to avoid light shining towards the adjoining residences.
 7. Free standing sign (if necessary) shall be limited to 10 feet in height and 100 square feet in size.
 8. Along the north and east boundaries, 1 tree per 25 feet shall be planted within an irrigated area to provide screening and buffering. At least 50% of the trees shall be evergreen trees.
 9. Second floor windows, if any, shall be at least 7 feet above the floor space.

Reviewed & Revised by: Farhad K. Daroga

FKD: BDM

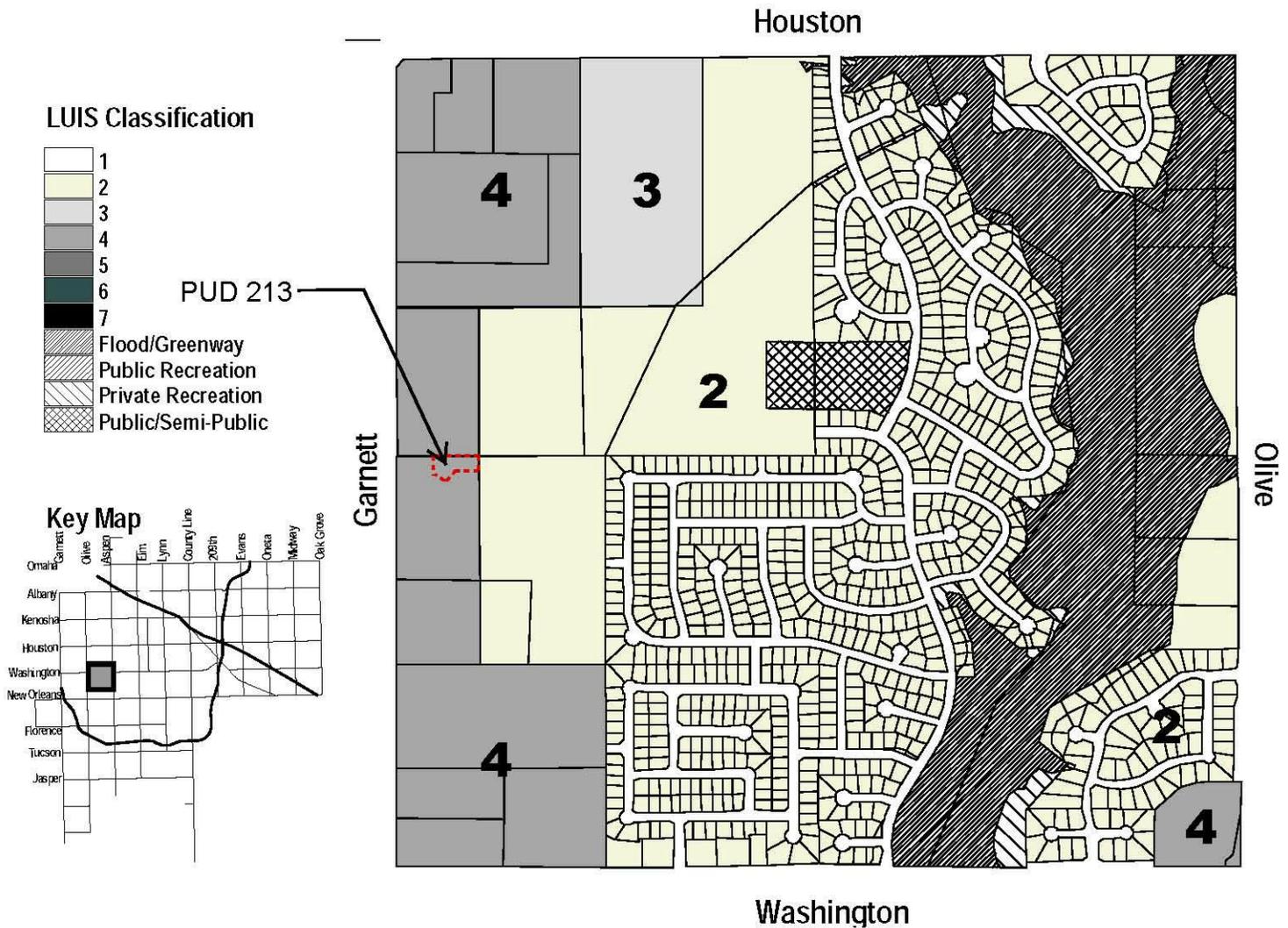


PUD 213
Berkshire Office Park



Houston/Olive/Washington/Garnett (Section 17-18-14)

Level 4 designations are given to parcels on Garnett Road based on the existing commercial/recreation uses and the desire to offer large tract commercial development opportunities on the Broken Arrow side of Garnett Road. An additional area of Level 4 is assigned to the southeast corner consistent with existing zoning and with the LUIS model. A Level 3 designation is proposed at the northwest corner as buffer between Level 4 and Level 2 consistent with the LUIS model. The remainder of the developed and undeveloped tracts are designated Level 2 based on existing land uses and the desire to support additional quality detached residential development. Anderson Elementary School is designated as Public/Semi Public.



BERKSHIRE MEDICAL OFFICE
Planned Unit Development

PUD Prepared By:

Impact Engineering and Planning, PLC
109 N. Birch St. Ste. 200
Owasso, OK 74055

February 1, 2012

A. THE EXISTING TOPOGRAPHIC CHARACTER OF THE LAND INCLUDING FLOOD PLAINS AND TREED AREAS:

The site slopes gently from north to south. Off-site to the northwest, on the YMCA of Greater Tulsa lot, exists a heavily treed area. There are no trees existing on the site. The site does not reside in any FEMA recognized flood plains.

B. SUFFICIENT SURROUNDING AREA TO DEMONSTRATE THE RELATIONSHIP OF THE PUD TO ADJOINING USES, BOTH EXISTING AND PROPOSED:



C. AN EXPLANATION OF THE CHARACTER AND CONCEPTS OF THE PROPOSED PLANNED UNIT DEVELOPMENT:

The character and concept of new buildings on the property will be the same as the initial Berkshire Development. Exterior building materials on the property will be predominately brick and plaster on all four elevations. The buildings will be residential in character with no more than two-stories and will have sloped roofs that have composition shingles.

D. A DELINEATION OF ONE OR MORE PROPOSED DEVELOPMENT AREAS AND THE SPECIFICATION OF THE SIZE OF EACH DEVELOPMENT AREA AND THE IDENTIFICATION OF THE LAND USES PROPOSED THEREIN, AND THE INTENSITY OF LAND USE PROPOSED THEREIN. THE INTENSITY OF NONRESIDENTIAL USES SHALL BE EXPRESSED IN GROSS FLOOR AREA OF BUILDINGS:

Delineation of the development area, size of the development area, and building gross floor area are all shown on the attached Site Plan. The building will be developed in accordance with this site plan.

E. THE PROPOSED MAXIMUM BUILDING HEIGHTS AND MINIMUM BUILDING SETBACKS:

Maximum building height is limited to 40 feet. Minimum building setbacks are: 50 feet from street right-of-way and 30 feet from all other property lines. In addition, all buildings shall setback at least 50 feet from any high-pressure pipeline.

F. THE APPROXIMATE LOCATION OF PROPOSED STREETS AND ACCESS POINTS AND DELINEATION OF ANY PROPOSED PRIVATE STREETS:

A single drive 24-feet wide connecting directly to South Eucalyptus Avenue as shown on the attached Site Plan.

G. THE PROPOSED NUMBER OF OFF-STREET PARKING SPACES:

Parking shall be provided in accordance with the Broken Arrow Zoning Ordinance.

H. AN EXPLANATION OF PROPOSED OPEN SPACE AREAS, LANDSCAPE AREAS AND SCREENING FEATURES INCLUDING SPECIFICATION OF THE SIZE OF THE OPEN SPACE AND LANDSCAPED AREAS AND STATISTICAL PARTICULARS OF PERIMETER SCREENING, LANDSCAPING AND SETBACKS:

Landscaping will be provided along the north and east property lines in accordance with Section 5.2.B.1.d of the Zoning Ordinance. Ordinance requires a 10-foot wide landscape buffer with one medium to large evergreen tree and 10 shrubs for each 30 feet or one medium to large evergreen tree for every 20 linear feet. A berm or masonry wall may be placed within the

landscaped edge in lieu of the required shrubs. None of the required landscaping will be installed in the pipeline easement.

I. AN EXPLANATION OF THE INTENDED OWNERSHIP OF THE COMMON AREAS AND THE ENTITY OR ENTITIES RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS:

Not applicable – all areas are private and will be maintained by a single owner

J. THE EXPECTED SCHEDULE OF DEVELOPMENT INCLUDING PHASING:

The project is single-phase construction beginning January 2012 and ending June 30, 2012.

K. LOCATION OF PUBLIC AND PRIVATE OPEN SPACE:

All open space for this site will be private.

L. EXISTING OR PROPOSED UTILITIES AND PUBLIC SERVICES:

All utilities are currently in place including electric, water, sanitary sewer, storm water, telephone, and cable as shown on the attached Site Plan.

M. A STATEMENT THAT DEVELOPMENT ON THE SITE WILL MEET APPLICABLE STANDARDS OF THE UNDERLYING ZONING DISTRICT AND THIS ORDINANCE, OR A STATEMENT SPECIFYING THE STANDARDS OF THE UNDERLYING DISTRICT AND THIS ORDINANCE TO WHICH MODIFICATION ARE PROPOSED AND THE JUSTIFICATION FOR SUCH MODIFICATIONS:

Except as noted herein, the property will be developed in accordance with the City of Broken Arrow Zoning Ordinance and the development regulation of the Office Neighborhood District (ON). Uses are limited to “General Personal Services” as defined in the Zoning Ordinance and those uses allowed in the ON district.

N. A STATEMENT SPECIFYING THE PUBLIC BENEFIT(S) TO BE CONTAINED IN OR ASSOCIATED WITH THE PUD:

PUD approval will continue to promote the business development of the City of Broken Arrow, as begun with the Berkshire Medical Office Park.

O. PERIMETER FENCING:

There is an existing 6-foot high fence on the east and part of the north side boundary of the property. This fence shall remain. However, the maintenance and any replacement of this fence shall be the responsibility of the property owner associated with this PUD.

P. EXTERIOR LIGHTING:

Exterior light poles shall meet the requirements of Section 5.6 of the Broken Arrow Zoning Ordinance. In addition, any outdoor wall pack type lights attached to the building shall be shielded so as to prevent any light spillage onto adjacent residential property. If outdoor wall pack type lights are used, a photometric shall be submitted that shows foot candles at the east and north property lines to be 0.5 or less.

City of Broken Arrow
Attn: Planning Commission
RE: 1615 South Eucalyptus Ave

February 5, 2012

Dear Planning Commission:

Thank you for the "Notice of Public Hearing" regarding the zoning change request in Berkshire Medical Office Park at 1615 South Eucalyptus Ave. We own the property that adjoins the lot where they are requesting the zoning change, our address is 1404 South Eucalyptus Lane. I am writing this letter to share information I have learned, to make sure you have as much detail as possible to help you assess the situation before determining what you feel is best for the community.

May 2009 we moved to our custom built home in Woodcreek III. We were involved at every stage of the building process and covered every possible detail. We felt we found a perfect lot for our lifestyle, 3/4 acre in the middle of the City with greenbelt on one side and a lot zoned as Office Neighborhood to the SW. Before deciding to build we confirmed the zoning of the empty lot, had it been zoned Commercial Neighborhood, we would not have built at this location. We fully expected an office to be built on the lot at 1615 South Eucalyptus Ave, but we expected it to be in compliance with the current zone, which is the zone that every other business in Berkshire Medical Office Park complies. While going through the home buying process we did our homework!

Our issue is not really with Berkshire Salon & Day Spa, we know they run a fine upstanding business. Our concern is, if the zone is changed from ON to CN, in the future some other business that may not be as reputable could potentially occupy this space. The lot is currently zoned as ON for a reason and I personally don't feel it is appropriate to allow a zoning change on a single lot, in a neighborhood environment. The area is an attractive medical office park that blends with the surrounding neighborhoods. The office park was not originally designed for CN or the traffic flow that accompanies commercial neighborhood zoning.

Essentially Berkshire Salon & Day Spa has never operated within the proper zone. Businesses have a responsibility to comply with the zone for the premises from which they operate. Berkshire has been operating a business that requires Commercial Neighborhood, in an area zoned for Office Neighborhood. I'm certain they were not aware they were not in compliance. However, it is highly likely the contractor and possibly the previous owner were aware the salon/spa was being placed in the wrong zone. Perhaps this is why they did not apply for any permits when the building was being converted from an office to a salon. Berkshire Salon & Day Spa has been operating in their current location approximately 8-years. The current owners purchased the salon from a previous owner a couple of years ago. As business owners we feel it is our responsibility to have all the necessary information to make solid business decisions. It is not good business to assume those before us were compliant. It is shocking such

an important detail was missed by so many. The original contractor and previous owner of Berkshire Salon & Spa ignored the importance of zoning, proceeding with their plan with total disregard for the zoning guidelines set forth by City authorities, and with no regard for neighbors who bought homes based on Office Neighborhood zoning. Berkshire Salon & Day Spa has failed to comply with zoning, yes it is an inherited issue, but that doesn't mean homeowners in the surrounding areas should suffer loss of property value.

Changing the zone for this lot could potentially set a precedence for others to make rezoning requests. Or if Berkshire Salon & Day Spa ceases to operate, we could risk having a less than desirable Salon & Spa. We have witnessed too many neighborhoods where homeowners have become victim to overzealous commercial developers. Hence the reason before buying we felt it so important to confirm the zoning.

The building Berkshire Salon & Day Spa currently occupies, is also occupied by Thompson Construction. It is my understanding Thompson Construction owns the lot in question. Thompson is not a locally owned company, but considering their business they should very well be aware of local zoning. We've been told the plan is for Thompson Construction to occupy the second floor of the new building with Berkshire Salon & Day Spa occupying the first floor.

As citizens of Broken Arrow we strongly encourage the City to consider doing some type of cross reference with address, zoning and type of business. Berkshire has a license to operate issued from the City. I don't really understand how a license to operate can be issued if the business is violating zoning codes. I realize some businesses who don't require license may slip through the crack. With a little updated programming some automated enforcement could prevent issues and protect citizens investing in our community. I understand the City may not know when a building is being converted for a different use, if a contractor neglects to apply for permits, the City has no way of knowing. From where I am, which is without a complete understanding of the process, it appears a cross reference for zoning and professional/business licenses should exist before a license can be obtained. This would prevent contractors and business owners from turning their back to the laws set forth in the best interest our community.

Respectfully, we will have to live with whatever the Planning Commission decides. It is certainly not up to us, nor are we qualified to make such a decision. We are simply giving you as much history and information as possible to assist in the final determination of the request.

If the Planning Commission decides to allow a zoning change, our hope is they will consider putting as many restrictions as possible in place and as a neighboring lot, we would appreciate being involved with decisions such as no windows in the back of their building, landscape with sprinkler system, no parking behind building, limited lighting and other considerations that would help minimize the detriment of the zone change. We are not at all saying we support the

change, but if for some reason the change is allowed, we would appreciate as much consideration as possible.

We did our homework before buying our property, unfortunately Berkshire Salon & Day Spa did not complete their business transaction with the due diligence such a transaction deserves. Nonetheless, our property value / investment in this City should not be adversely affected, because of "their" lack of attention to detail.

We have made two phone calls to Berkshire Salon & Day Spa, we have not spoken to Thompson Construction. The calls were pleasantly received, but resistance to the zoning change was not. The owners of Berkshire Salon & Day Spa do not understand how the zoning change could negatively impact property values. We have spoken with two real estate professionals, who fully understand the concern and are compiling information to support the reasons for this concern.

The City of Broken Arrow does a remarkable job protecting their citizens against crime. It is our hope they are just as interested in protecting their citizens investments in the Broken Arrow Community.

Thanking you in advance for your prompt attention to this important matter.

A handwritten signature in black ink, appearing to read "Terry & Sherri L. Finch". The signature is written in a cursive, flowing style.

Terry & Sherri Finch

1404 South Eucalyptus Lane • Broken Arrow, OK • 74012

Business Line: 918.461.0555

Sherri's Cell: 918.638.9102

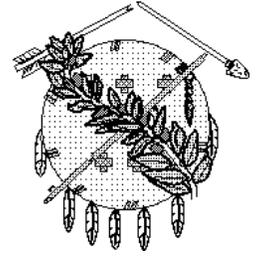
Summary of Concerns:

- ◆ We bought and built based on Office Neighborhood Zoning, we are certain many of our neighbors did too.
- ◆ Commercial Neighborhood zoning could have negative impact on property values, because with CN comes:
 - a: increased traffic flow
 - b: more traffic = more crime
 - c: decreased privacy
 - d:CN businesses have extended operating hours and normally do not operate with normal business hours. ON is designed to operate during normal business hours when most residents are away at work. ON businesses are normally closing as residents are arriving home.
- ◆ Potential risk of less desirable business as future tenants.
- ◆ Potential risk of setting a precedence for future zoning change requests.
- ◆ Applicant Non Compliant, but asking for exceptions
- ◆ Applicant did not complete their business transaction with due diligence.
- ◆ City regulatory guidelines were ignored from construction stage to present.

Possible Solutions:

- ◆ Applicant could simply obey the law and move to a properly zoned location.
- ◆ With plenty of vacant space in the building Berkshire Salon & Day Spa already occupies, more operating space could be created within their current location. If the City wants to allow them to conduct business at their current location that is between the applicant and the City. But We are opposed to a zoning change for the lot that adjoins our property. Two of the four lots adjoining their current location, purchased their homes after Berkshire Salon & Day Spa opened at this location. This indicates at least two of their current neighbors are either unaware of or fine with the current arrangement.
- ◆ Consider rezoning one of the buildings that does not adjoin a lot with a private resident, to accommodate Berkshire Salon & Day Spa. If the requested zoning change was for one of the offices that does not adjoin a private resident, there would not be nearly as much opposition.

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council Members
From: Development Services Department
Subject: Approval of PUD 214 and BAZ 1875, 40.0 acres, A-1 to CH and IH, northwest corner of Omaha Street (51st Street) and Evans Road (225th East Avenue), one-half mile west of the Creek Turnpike

Background: PUD 214 involves a 40 acre parcel located on the northwest corner of Omaha Street (51st Street) and Evans Road (225th E. Avenue), half mile west of the Creek Turnpike. BAZ 1875, a request to rezone the unplatted property from A-1 to CH and IH, has been submitted in conjunction with PUD 214. On June 20, 2011, the City Council approved BACP 118 to change the Comprehensive Plan designation on the property from Level 6 to Level 7. BACP 118 was approved subject to the property being platted and being developed through the PUD process.

The proposal is to develop the site as Latshaw Industrial Park. The principal use would be outdoor assembly and some fabrication of drilling rigs. This use is allowed within the IH (Industrial Heavy) zoning district.

The Planning Commission, in their meeting of February 23, 2012, recommended approval of PUD 14 and BAZ 1875 as recommended by Staff along with several modifications requested by the applicant. There were no protestants.

Cost: None

Prepared By: Farhad K. Daroga, City Planner

Reviewed By: Michael Skates, Development Services Director
Legal Department

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

Attachments: Planning Commission fact sheet dated 2-23-12
Case Maps
Aerial Photo
East Side Study map
PUD document and associated exhibits

Recommendation: Approve PUD 214 and BAZ 1875 as recommended by the Planning Commission and Staff.

FKD/js

**Broken Arrow Planning Commission
Meeting of: 02-23-12**



To: Chairman and Commission Members
From: Office of the City Planner
Subject: PUD 214 and BAZ 1875, 40.0 acres, A-1 to CH and IH, northwest corner of Omaha Street (51st Street) and Evans Road (225th East Avenue), one-half mile west of the Creek Turnpike

Background:

Applicant:	Lou Reynolds
Owner:	Latshaw Industrial Park
Developer:	Latshaw Industrial Park
Engineer:	CJWATT, Inc.
Location:	Northwest corner of Omaha Street (51 st Street) and Evans Road (225 th E. Avenue), half mile west of the Creek Turnpike
Size of Tract:	40.0 acres
Number of Lots:	1 Lot
Present Zoning:	A-1
Proposed Zoning:	CH/IH/PUD 214
Comp Plan:	Level 7 (BACP 118)
Staff Planner:	Brent Murphy

PUD 214 involves a 40 acre parcel located on the northwest corner of Omaha Street (51st Street) and Evans Road (225th E. Avenue), half mile west of the Creek Turnpike. BAZ 1875, a request to rezone the unplatted property from A-1 to CH and IH, has been submitted in conjunction with PUD 214. On June 20, 2011, the City Council approved BACP 118 to change the Comprehensive Plan designation on the property from Level 6 to Level 7. BACP 118 was approved subject to the property being platted and being developed through the PUD process.

The proposal is to develop the site as Latshaw Industrial Park. The principal use would be outdoor assembly and some fabrication of drilling rigs. This use is allowed within the IH (Industrial Heavy) zoning district.

During the pre-application meeting for BACP 118, applicant informed Staff that some of the drilling rigs which will be fabricated on this site, take about a year to build. The rigs are assembled, tested, disassembled, and shipped off site. It takes approximately 45 semi loads to move one rig. When the derrick on a rig is raised, it will be approximately 200 feet in height, or the height of about a 17-story building. It takes about 11 people to assemble a rig and assembling the drilling rigs is a 24-hour a day/ 7 days a week operation. A building is not needed on site, but may be added in the future.

The property associated with BACP 118 was previously used to mine coal. The mine has been abandoned and the land reclaimed. A limited number of trees exist on the site.

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

PUD 214 SUMMARY

PUD 214 divides the property into two development areas, A and B. Development Area “A”, which contains 2.89 acres and is on the corner of the street intersection, is proposed for development as either a small commercial or industrial facility. The remainder of the property will be in Development Area B, which is intended for heavy industrial uses. The primary use of the property will be for assembly and fabrication of drilling rigs. The north and west 100 feet of Development Area “B” will be left in a natural state. Storm water detention is proposed in the south part of Area “B”. The PUD states that trucks, trailers and other vehicles, and equipment and materials may be worked on, rigged up, repaired, maintained, and stored outside in gravel yards.

DEVELOPMENT AREA A

SUMMARY OF DEVIATION FROM ZONING ORDINANCE

Item	Zoning Ordinance Requirement	PUD 214 Request
Permitted Uses	As allowed in the CH district.	As allowed in the CH district along with the following Industrial Light uses (Research laboratory, general industrial service, assembly light, manufacturing light, motor freight terminal, office warehouse, warehouse and wholesale establishment.
Building Setback <ul style="list-style-type: none"> • North boundary • East boundary • South boundary • West boundary • Internal boundaries 	30 feet 50 feet 50 feet 30 feet 0 feet	10 feet 50 feet 50 feet 10 feet 5 feet
Signage <ul style="list-style-type: none"> • Height • Size • Separation • Allowed in U/E • Materials • Wall signage 	20 to 30 feet 300 square feet 30 feet Yes No requirement 3 sq. ft. per wall	20 feet 80 square feet 50 feet No Monument type base, using the same materials as principle building. 2 sq. ft. per wall
Landscaping <ul style="list-style-type: none"> • Number of trees • Size of tree 	1 tree per 50 lineal feet Small, medium, & large	1 tree per 30 lineal feet Medium and large
Exterior building materials	One side facing street	West, south, and east sides
Dumpster location	50 feet from street ROW	100 feet from street ROW

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

Access limitations	1 point per 250 feet	1 point for Omaha Street and 1 point for Evans Road. Mutual access easement provided across all lots.
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DEVELOPMENT AREA B
SUMMARY OF DEVIATION FROM ZONING ORDINANCE

Item	Zoning Ordinance Requirement	PUD 214 Request
Permitted Uses	As allowed in the IH district.	Limited to the following IH uses (Industrial Service uses, Manufacturing and Production uses, Warehouse and Freight Movement uses including, but not limited to drilling company with outdoor rigging and storage)
Building Height	50 feet or 4 stories	No limitation
Building Setback <ul style="list-style-type: none"> • North boundary • East boundary • South boundary • West boundary • From Development Area A • Internal boundaries 	50 feet 50 feet 50 feet 50 feet 50 feet 0 feet	100 feet 50 feet 350 feet 100 feet 50 feet 10 feet
Landscaping <ul style="list-style-type: none"> • Number of trees • Size of tree 	1 tree per 50 lineal feet of street frontage Small, medium, & large	1 tree per 40 lineal feet along street frontage and along north and west boundaries Medium and large
Screening	8 – 10 foot opaque fence	6 foot opaque fence or berm along south and east boundaries. Chain link fencing may be used along or inside the south, east and north boundaries, and temporarily along west.
Signage <ul style="list-style-type: none"> • Height • Size • Separation • Allowed in U/E • Materials 	20 to 30 feet 300 square feet 30 feet Yes No requirement	20 feet 80 square feet 100 feet No Monument type base, using

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

• Wall signage	3 sq. ft. per wall	the same materials as principle building. 1 sq. ft. per wall
Access limitation	1 point per 250 lineal feet	1 point for Omaha Street and 1 point for Evans Road. Mutual access easement provided across all lots.

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Level 6	A-1	Undeveloped
East	Fair Oaks	A-1	Undeveloped
South	Public Recreation	A-1	Former landfill site
West	Level 3	A-1	Undeveloped

- Attachments:** Case Maps
Aerial Photo
East Side Study map
PUD document and associated exhibits

Recommendation: The full interchange at Omaha Street and the Creek Turnpike provides excellent access to this property, which is suitable for industrial, commercial and business development. However, this interchange is the first entry from the north into Broken Arrow, from the Creek Turnpike. The City of Broken Arrow police and fire training facility is located half mile west of this site. Through the use of a PUD, specific details can be developed to protect surrounding properties and enhance the entryway into Broken Arrow.

Based on the Comprehensive Plan as approved by the Planning Commission and City Council, (BACP 118), Staff recommends that PUD 214 and BAZ 1875 be conditionally approved subject to the property being platted and the following changes made to the design statement.

1. Cover and throughout document, change “PUD 211” to “PUD 214”. In addition, change “BAZ 1866” to “BAZ 1875”.
2. Page 6, Permitted Uses, Development Area A, CH, commercial lot. Several IL uses are requested. Allowing IL uses will make this lot conducive to similar uses within Area B. Staff recommends that only CH uses be permitted.
3. Page 7, Signage, for Development Area A. Proposed sign height is 20 feet. Staff recommends height limits for all signs be 15 feet within the PUD.
4. Page 9, Permitted Uses, Development Area B, limit to “Drilling Company with outdoor rigging and storage.” And limit all other Industrial Uses to “indoor

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

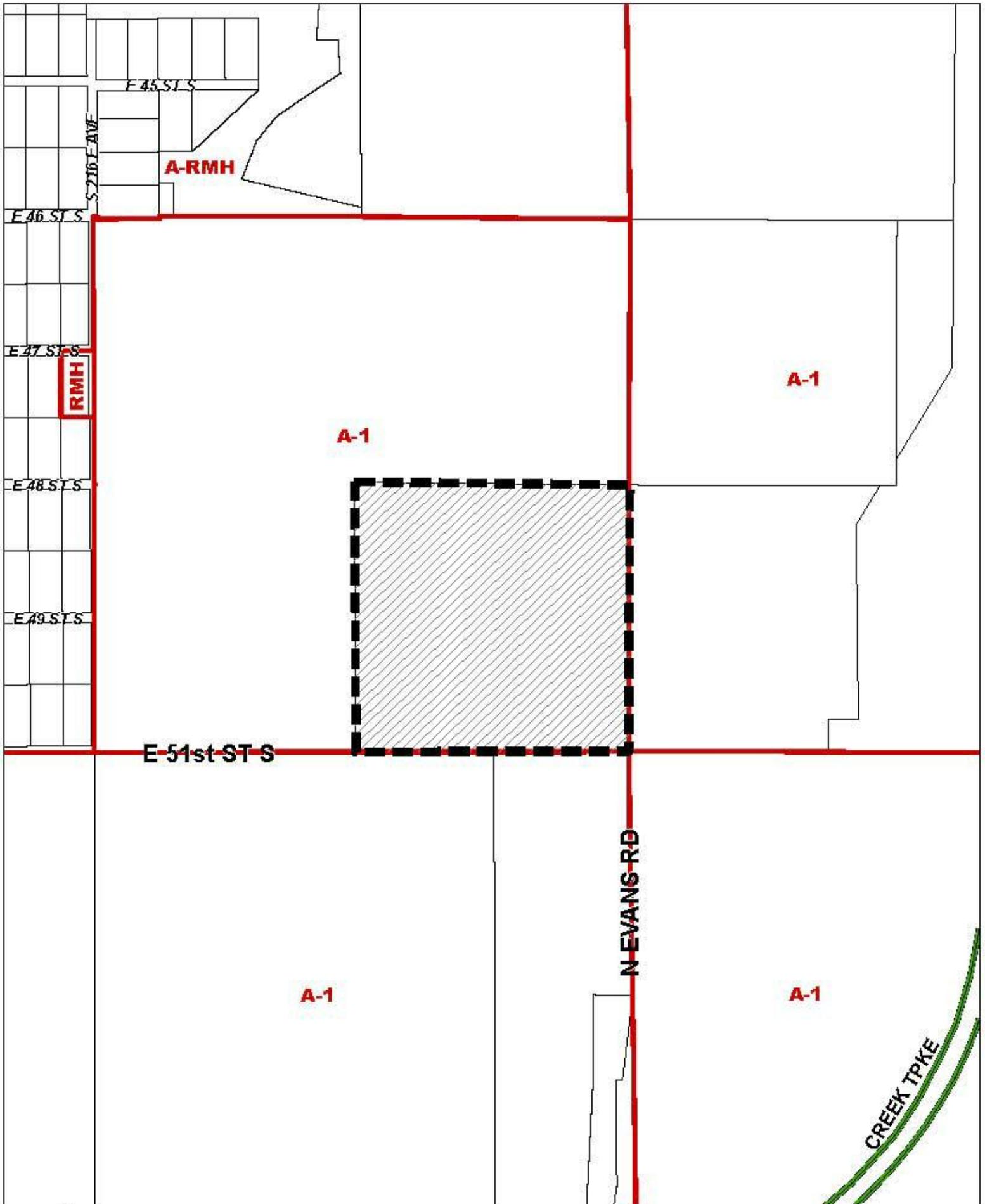
Warehousing and Indoor Uses” only.

5. Pages 8 and 11, Landscape Buffer and Screening, on all statements pertaining to trees that have the phrase “will be provided”, add the phrase “and maintained”.
6. Page 11, Landscape Area – There is a conflict in the number of trees to be provided along Evans Road and Omaha Street. One paragraph say 1 tree per 30 lineal feet and another says 1 tree per 40 lineal feet. Street recommends that the 1 tree per 30 lineal feet be used along the street frontages.
7. Page 12 – Ground Signs - Change height from 20 feet to 15 feet.

Reviewed & Revised by: Farhad K. Daroga

FKD: BDM

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

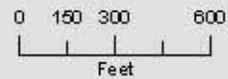


300' Radius



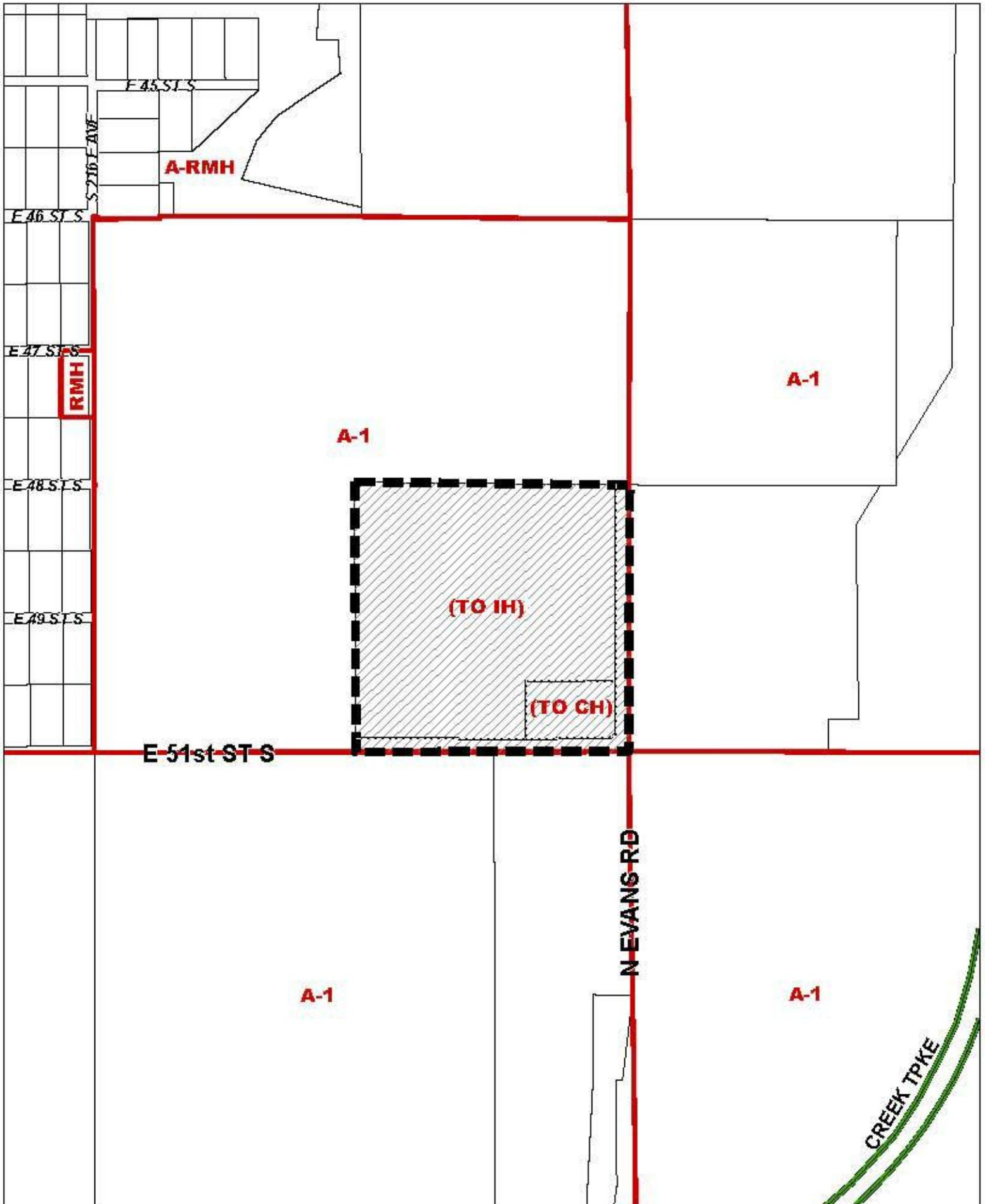
Subject Tract

PUD-214



29 19-15





300' Radius



Subject Tract

BAZ-1875

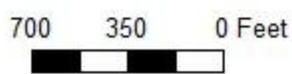


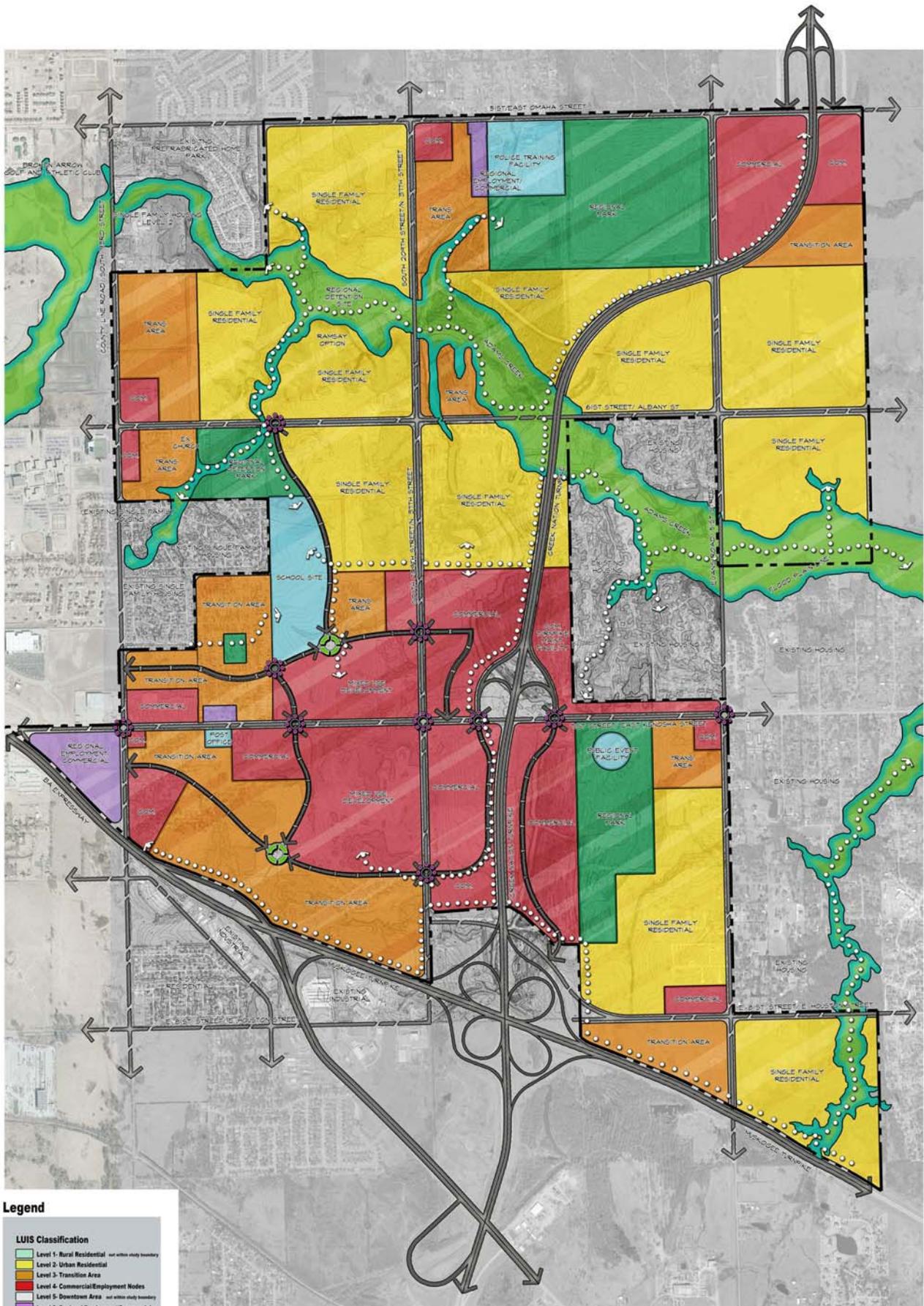
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PUD 214 and BAZ 1875
Latshaw Industrial Park





Legend

- LUIS Classification**
- Level 1: Rural Residential not within study boundary
 - Level 2: Urban Residential
 - Level 3: Transition Area
 - Level 4: Commercial/Employment Nodes
 - Level 5: Downtown Area not within study boundary
 - Level 6: Regional Employment/Commercial
 - Level 7: Major Industrial not within study boundary
- Land Uses**
- Greenway/ Floodplain
 - Public Recreation
 - Private Recreation not within study boundary
 - Public/ Semi Public
- Symbols and Nodes**
- Study Boundary (365Acres)
 - Trail
 - Proposed Collector and Frontage Road
 - Enhanced Intersection w/ Landscaping
 - Traffic Circle w/ Landscaping

Exhibit 3

CONCEPT PLAN
BROKEN ARROW EAST SIDE STUDY
 BROKEN ARROW, OKLAHOMA

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. 244214

**JANUARY 2012
REVISED PUD TEXT AS APPROVED
BY BAPC ON FEBRUARY 23, 2012**

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. 244214

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IV. Environmental Analysis	15
V. Drainage and Utilities	16
VI. Existing Zoning and Land Use	17
VII. Site Plan Review	18
VIII. Schedule of Development	18
IX. Project Descriptions	18

EXHIBIT “A” - Concept Illustration

EXHIBIT “B” - Aerial Photograph

EXHIBIT “C” - Development Area Map

EXHIBIT “D” – Conceptual Landscaping and Screening Plan

EXHIBIT “E” - Existing Zoning Map

EXHIBIT “F” - Proposed Zoning

EXHIBIT “G” - Access and Circulation

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. 244214

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EXHIBIT "H" - Proposed Drainage and Utilities

EXHIBIT "I" - Legal Description of the Project

LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-18661875

PUD NO. ~~211~~214

I. DEVELOPMENT CONCEPT

The Latshaw Industrial Park is comprised of approximately 40 acres (gross) of A-1 zoning along the south side of East Omaha (East 51st Street South) and the west side of Evans Road (South 225th East Avenue).

Historically, the Property is an abandoned coal mine that was most recently operated by the Seneca Coal & Coke Company dating back into the 1940s. Today, the mine has been abandoned and the land reclaimed.

The Property is located approximately a quarter mile west of the Creek Turnpike and a quarter mile east of the Sun City neighborhood.

The Concept Plan for the Latshaw Industrial Park is shown on Exhibit “A”.

Exhibit “B” is an aerial photograph showing the property and the existing land uses surrounding the property.

The Latshaw Industrial Park is divided into two (2) development areas as shown on Exhibit “C”.

Development Area “A” is proposed for development as either a small commercial or industrial facility such as a convenience store or an office warehouse. Development Area “B” is intended for heavy industrial use such as a contract drilling company with outdoor rigging and storage.

PUD ~~211~~214 provides for significant set-backs and buffering along the boundaries of the Project, including, but not limited to, leaving the north 100 FT and except for the water feature, the west 100 feet of Development Area “B” will be left in natural state.

Additionally, PUD ~~211~~214 provides that there will not be buildings or equipment storage within 100 FT of the north or west boundary of Development Area “B” or within 50 FT of the east boundary of Development Area “B”. Because most of Development Area “B” will be surrounded and buffered by the natural green belt and a landscaped buffer, PUD ~~211~~214 provides, under certain conditions, that the screening requirements for Development Area “B” be modified

LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-~~1866~~1875

PUD NO. ~~244~~214

I. DEVELOPMENT CONCEPT - CONTINUED

to permit berms and chain link fencing instead of opaque screening. The Conceptual Screening and Landscape Plan are shown on Exhibit “D”.

PUD ~~244~~214 will not permit any buildings or storage within 50 FT of the easterly boundary of Development Area “B” and 100 FT of the westerly boundary and the northerly boundary of Development Area “B”. Additionally, except for within Development Area “A”, PUD ~~244~~214 will provide a 50 FT natural buffer along the east boundary of the Project.

Finally, along the south boundary, PUD ~~244~~214 will provide for a landscaped water feature along East Omaha to further soften and buffer the Project.

The Conceptual Screening and Landscaping Plan are shown on Exhibit “D”.

In order to provide for commercial and industrial uses within the Project, the Applicant has simultaneously filed zoning application BAZ-~~1866~~1875 to re-zone Development Area “A” to CH – Commercial Heavy and Development Area “B” to I-H – Industrial Heavy.

The existing Comprehensive Plan is shown on Exhibit “E”, the existing zoning map is shown on Exhibit “F” and the proposed zoning is shown on Exhibit “G”.

LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-~~1866~~1875

PUD NO. ~~244~~214

II. DEVELOPMENT STANDARDS

Development Area “A”

Development Area “A” shall be developed in accordance with the Broken Arrow Zoning Ordinance (the “Zoning Ordinance”) and the development regulations of the CH (Commercial Heavy District) except as modified herein and IL (Industrial Light District).

NET LAND AREA: 125,919 SF
2.89 AC

PERMITTED USES:

Uses permitted by right and Specific Use Permit within the CH – Commercial Heavy Zoning District and certain uses permitted by right within the IL – Industrial Light Zoning District, which Industrial Light Zoning uses shall be limited to research laboratory, general industrial service, assembly light, manufacturing light, motor freight terminal, office warehouse, warehouse and wholesale establishment, and other uses accessory or customarily incidental to the principal uses.

MAXIMUM NUMBER OF LOTS: 2
MINIMUM LOT FRONTAGE: 100 FT
MAXIMUM PERMITTED BUILDING FLOOR AREA:

As provided in the Zoning Ordinance and development regulations.

MINIMUM BUILDING SET BACKS:

From the north boundary of Development Area “A” : 10 FT
From the east boundary of Development Area “A”: 50 FT

LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-18661875

PUD NO. ~~244~~214

Development Area “A” – continued

From the west boundary of Development Area “A”: 10 FT

From the south boundary of Development Area “A”: 50 FT

From the internal boundaries of Development Area “A”: 5 FT

OFF-STREET PARKING:

As permitted by Table 5.4.1 of the Zoning Ordinance.

LANDSCAPED AREA:

A minimum of ten percent (10%) of the net developable area shall be landscaped in accordance with the provisions of the Zoning Ordinance.

SIGNAGE:

1. Ground Signs:

Ground signs will be limited to one (1) per lot with arterial street frontage; provided, however, if a lot has frontage on two (2) arterial streets, such lot shall be permitted to have one (1) sign on each such arterial street frontage. The size of such ground signs will be a maximum of eighty (80) SF of surface display area and fifteen (15)~~twenty (20)~~ FT in height. There will be a minimum separation of fifty (50) FT between ground signs.

All ground signs will be located outside all platted utility easements. In addition, all ground signs will have a monument type base, which base shall be comprised of the same material as the principal building material on the lot. No portable signs or banners will be placed on any of the lots or any light poles on the lot.

LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-18661875

PUD NO. 244214

Development Area “A” – continued

2. Wall Signs:

Wall signs will be permitted not to exceed two (2) SF of display surface area per lineal foot of building wall to which attached.

LANDSCAPE BUFFER AND SCREENING:

Development Area “A” will be landscaped and screened as shown on Exhibit “D” – Conceptual Screening and Landscape Plan. Along East Omaha and Evans Road, at least one (1) tree per 30 FT of lot frontage will be provided and maintained. Unless there are potential conflicts with overhead utility lines, all trees brought onto any lot for landscaping purposes will be medium to large sized trees as listed in Section 5.2.B.4.a of the Zoning Ordinance; provided, existing trees may be incorporated into the landscaping plan to satisfy the foregoing landscaping requirements. The landscape features within the Project will be maintained in accordance with the requirements of the Zoning Ordinance.

BUILDING FACADES:

All exterior building walls of a building shall have like material(s) on all faces of such building except for doors and windows and the exterior walls on the west, south and east sides of all buildings shall be of masonry material.

LIGHTING:

Lighting shall be in accordance with the Zoning Ordinance.

TRASH AND MECHANICAL EQUIPMENT:

All trash, mechanical and equipment areas (excluding utility service transformers, pedestals or equipment furnished by franchise utility providers) including building-mounted shall be screened from public view as required by the Zoning Ordinance.

Screened bulk trash containers shall be set back a minimum of 100 FT from East Omaha and Evans Road.

LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-18661875

PUD NO. 244214

Development Area “B”

Development Area “B” shall be developed in accordance with the Zoning Ordinance and the Development Regulations of the IH (Industrial Heavy District), except as described herein.

NET LAND AREA: 1,464,385 SF
33.62 AC

PERMITTED USES:

Uses permitted as a matter of right and specific use permit within the IH – Industrial Heavy Zoning District, limited to Industrial Service uses, Manufacturing and Production uses, Warehouse and Freight Movement uses including, but not limited to drilling company with outdoor rigging and storage and uses accessory or customarily incidental to the principal use.

No Waste and Salvage uses will be permitted.

MAXIMUM NUMBER OF LOTS: 8

MAXIMUM BUILDING HEIGHT: None*

MINIMUM BUILDING SET BACKS:

From the north boundary: 100 FT

From the east boundary adjacent to the Evans Road right-of-way: 50 FT

From the south boundary adjacent to the Omaha Street right-of-way: 350 FT

From the boundaries of Development Area “A”*: 50 FT

* Additionally, the height of rigs, derricks and related structures and any other machinery and equipment shall not be limited hereby.

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. 244214

Development Area “B” – continued

From the west boundary:	100 FT
From the internal boundaries of Development Area “B”:	10 FT

EQUIPMENT STORAGE SET BACK:

From the north boundary:	100 FT
From the east boundary adjacent to the Evans Road right-of-way:	50 FT
From the south boundary adjacent to the Omaha Street right-of-way:	50 FT
From the boundaries of Development Area “A”:	50 FT
From the west boundary:	100 FT
From the internal boundaries:	10 FT

OFF-STREET PARKING:

Except for a drilling company with outdoor rigging and storage: (1) the number of required parking spaces shall be determined as provided in Section 5.4.D. (Table 5.4.1. – Schedule A and Table 5.4.2. – Schedule B, as applicable) of the Zoning Ordinance; and (2) such required parking spaces shall be paved with asphalt or concrete. Gravel parking areas shall only be permitted in connection with such drilling company use. All driveways shall be paved with asphalt or concrete.

LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-18661875

PUD NO. 244214

Development Area “B” – continued

LANDSCAPED AREA:

Development Area “B” will be landscaped and screened as shown on Exhibit “D” – Conceptual Screening and Landscaping Plan. Along East Omaha at least one (1) tree per 30 FT of lot frontage and along Evans Road, at least one (1) tree per 40 FT of lot frontage will be provided and maintained. Unless there are potential conflicts with overhead utility lines, all trees brought onto any lot for landscaping purposes will be medium to large trees as listed in Section 5.2.B.4.a of the Zoning Ordinance; provided, existing trees may be incorporated into the landscaping plan to satisfy the foregoing landscaping requirements.

Along the north boundary of Development Area “B” at least one (1) evergreen tree per 40 FT of lot boundary will be provided and maintained.

Along Evans Road, at least one (1) evergreen tree per 40 FT of lot frontage will be provided and maintained.

Along the south boundary adjacent to Omaha Street, at least one (1) tree per 30 FT of lot frontage will be provided and maintained.

Along the west boundary of Development Area “B” at least one (1) evergreen tree per 40 FT of lot boundary will be provided and maintained.

Except for the natural green belt, the landscape features within Development Area “B” will be maintained in accordance with the requirements of the Zoning Ordinance.

SCREENING:

Unless modified pursuant to an approved Screening and Landscaping Plan, Development Area “B” shall be screened by an opaque fence or berm at least 6 FT in height along the south and east boundary. Along the south boundary, such berm or berms shall be at least 6 FT above

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PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-~~1866~~1875

PUD NO. ~~244~~214

Development Area “B” – continued

the centerline of East Omaha and located outside of the street right-of-way. Along the east boundary, such berm or berms shall be at least 6 FT above the existing elevation at the Property line and located outside of the street right-of-way.

Chain link fencing may be used along or inside the south, east and north boundaries and, temporarily, along the west boundary. Additionally, unless otherwise modified by an approved Screening and Landscape Plan, an opaque fence or berm at least 6 FT in height will be required along the west boundary if such property to the west develops residentially. Construction of such fence or berm along the west boundary will be deferred until residential development occurs on the adjacent property to the west. If the abutting property to the west is not developed residentially, chain link fencing may remain.

SIGNAGE:

1. Ground Signs.

Ground signs will be limited to one (1) per lot with arterial street frontage with a maximum of 80 SF of display area and ~~1520~~ FT in height. There will be a minimum of 100 FT separation between ground signs.

All ground signs will be located outside all platted utility easements. All ground signs will have a monument type base, which base will be comprised of the same material as the principal building on the lot, or as otherwise is approved as a part of the PUD Sign Plan. No portable signs or banners will be placed on any of the lots or any light poles on the lots

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. 244214

Development Area “B” – continued

2. Wall Signs.

Wall signs will be permitted not to exceed 1 SF of display surface area per lineal foot of building wall to which it is attached.

LIGHTING:

Lighting shall be in accordance with the Zoning Ordinance.

OUTSIDE STORAGE AND WORK AREAS:

Trucks, trailers and other vehicles, and equipment and materials may be worked on, rigged up, repaired, maintained and stored outside in gravel yards.

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. ~~244~~214

III. ACCESS AND CIRCULATION

Access to East Omaha (East 51st Street South) and Evans Road (South 225th East Avenue) shall be in accordance with the Zoning Ordinance, except as follows:

DEVELOPMENT AREA “A”

Access to Omaha Street from Development Area “A” shall be limited to one point.

Access to Evans Road from Development Area “A” shall be limited to one point.

There shall be a Mutual Access Easement between all lots within Development Area “A”.

DEVELOPMENT AREA “B”

Access to Omaha Street from Development Area “B” shall be limited to one point.

Access to Evans Road from Development Area “B” shall be limited to one point.

There shall be a Mutual Access Easement between all lots within Development Area “B”.

Access and Circulation is shown on Exhibit “H”.

LATSHAW INDUSTRIAL PARK

PLANNED UNIT DEVELOPMENT

CASE NO. BAZ-18661875

PUD NO. ~~244~~214

IV. ENVIRONMENTAL ANALYSIS

The Project site is formerly a coal mine that has been reclaimed and sloped from the northeast to the southwest with a high point of 682.2 m.s.l. elevations at the southeast corner to 669.3 m.s.l. elevation at the northwest corner. The USDA WEB soil survey was used to help identify the fill soil types and possible constraints to development. Soils on the site consist of Kanima (KnF) with the remainder classified as silt clay loam. Both soil groups are classified as somewhat poorly drained with a shallow water table and high shrink/swell potential.

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. ~~244~~214

V. DRAINAGE AND UTILITIES

The proposed drainage and utilities are shown on Exhibit "H".

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-~~1866~~1875

PUD NO. ~~211~~214

VI. EXISTING ZONING AND LAND USE

The Project is currently zoned A-1.

To develop the Project in accordance with PUD ~~211~~214, the Applicant is also filed a re-zoning application, BAZ-~~1866~~1875 to zone the Property CH and I-H.

**LATSHAW INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT**

CASE NO. BAZ-18661875

PUD NO. ~~244~~214

VII. SITE PLAN REVIEW

No building permit shall be issued for any building within Latshaw Industrial Park until a detailed site plan has been submitted to and approved by the City of Broken Arrow. A final occupancy permit shall not be granted until a landscape plan has been submitted and approved by the City of Broken Arrow and all landscaping installed in accordance with the approved plan.

VIII. SCHEDULE OF DEVELOPMENT

The development of the Latshaw Industrial Park will begin upon final approval of the Planned Unit Development, platting of the Property and detailed site plan approval.

IX. PROJECT DESCRIPTIONS

The legal description of the Project is attached hereto as Exhibit "I".

EXHIBIT “A”

Concept Illustration

EXHIBIT "B"

Aerial Photograph

EXHIBIT “C”

Development Area Map

EXHIBIT “D”

Conceptual Landscaping and Screening Plan

EXHIBIT “E”

Existing Zoning Map

EXHIBIT "F"

Proposed Zoning

EXHIBIT "G"

Access and Circulation

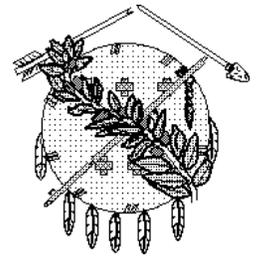
EXHIBIT “H”

Proposed Drainage and Utilities

EXHIBIT "I"

Legal Description of the Property

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: Approval of acceptance of Utility Easement located in a tract of land belonging to The Roy Dean Sturgeon 1993 Revocable Trust, located approximately one quarter mile west of South Olive Avenue (129th East Avenue) and one half mile south of Albany Street (61st Street), Broken Arrow (NE/4 Section 5, T18N, R14E)

Background: The Roy Dean Sturgeon 1993 Revocable Trust is providing utility easements for relocation of a sanitary sewer line for an approximately 60,000 square feet expansion. This utility easement dedication accompanies the Ordinance 3196 closing the existing utility easement that crosses the proposed expansion.

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

Cost: Recording fees

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

Reviewed By: Engineering and Construction
Utilities Department
Legal Department

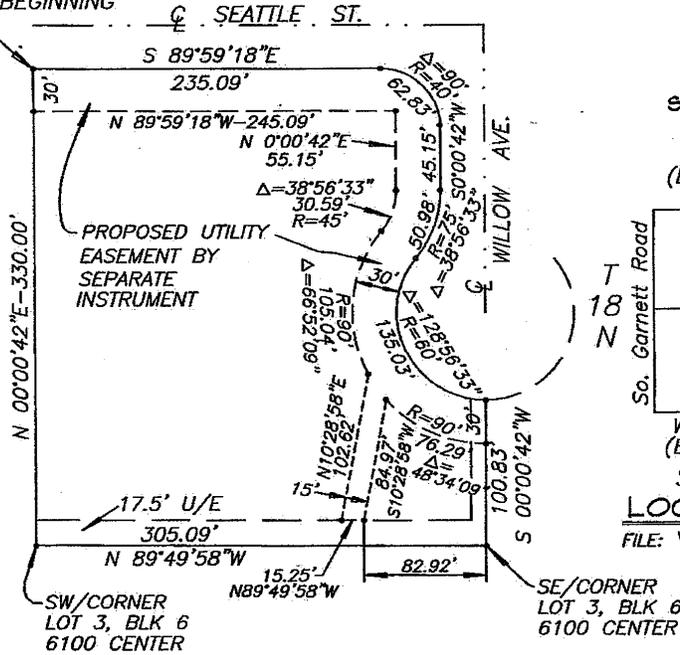
Approved By: David L. Wooden, P.E., City Manager

Attachments: Utility Easement
Exhibit A
Exhibit B

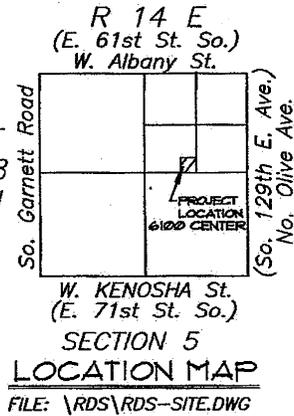
Recommendation: Accept the Utility Easement.

**EXHIBIT A
PLAT OF SURVEY
SHEET 1 OF 2
UTILITY EASEMENT**

NW/CORNER
LOT 3, BLK 6
6100 CENTER
POINT OF
BEGINNING



SCALE: 1"=100'



I, CHARLES K. HOWARD CERTIFY THAT THE ABOVE
PLAT OF SURVEY FOR A UTILITY EASEMENT CLOSES
IN ACCORD WITH EXISTING RECORDS AND IS A TRUE
REPRESENTATION OF THE REAL PROPERTY AS
DESCRIBED.

Charles K. Howard 12/6/11
CHARLES K. HOWARD, P.L.S. NO. 297
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030



EXHIBIT B
LEGAL DESCRIPTION

SHEET 2 OF 2
UTILITY EASEMENT

PROPERTY DESCRIPTION

LOT 3, BLOCK 6, 6100 CENTER, AN ADDITION TO THE CITY OF BROKEN,
ARROW, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 4575.

UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT, BEING MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS BY CHARLES K. HOWARD, P.L.S. NO. 297.

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 6, 6100 CENTER;
THENCE ON AN ASSUMED BEARING OF S 89°59'18" E AND ALONG THE NORTH
LINE OF LOT 3, BLOCK 6, 6100 CENTER FOR 235.09 FEET; THENCE ALONG
A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A DELTA OF
90°00'00" AND A CURVE LENGTH OF 62.83 FEET; THENCE S 00°00'42" W FOR
45.15 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00
FEET, A DELTA OF 38°56'33" AND A CURVE LENGTH OF 50.98 FEET TO A POINT
OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF
60.00 FEET, A DELTA OF 128°56'33" AND A CURVE LENGTH OF 135.03 FEET,
SAID POINT BEING 100.83 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 3,
BLOCK 6; THENCE S 00°00'42" W AND ALONG THE EAST LINE OF LOT 3 FOR
30.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00
FEET, A DELTA OF 48°34'09", A CURVE LENGTH OF 76.29 FEET, THENCE
S 10°28'58" W FOR 84.97 FEET TO A POINT 17.5 FEET PERPENDICULAR DISTANCE
FROM THE SOUTH LINE OF LOT 3, BLOCK 6, 6100 CENTER; THENCE
N 89°49'58" W AND PARALLEL WITH THE SOUTH LINE OF LOT 3, FOR 15.25
FEET; THENCE N 10°28'58" E FOR 102.62 FEET TO A POINT OF CURVE;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A
DELTA OF 66°52'09" AND A CURVE LENGTH OF 105.04 FEET TO A POINT OF
REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF
45.00 FEET, A DELTA OF 38°56'33" AND A CURVE LENGTH OF 30.59 FEET;
THENCE N 00°00'42" E FOR 55.15 FEET, THENCE N 89°59'18" W FOR 245.09
FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N 00°00'42" E
FOR 30.00 FEET TO THE POINT OF BEGINNING OF SAID UTILITY EASEMENT.

I, CHARLES K. HOWARD CERTIFY THAT THE ABOVE
PLAT OF SURVEY FOR A UTILITY EASEMENT CLOSSES
IN ACCORD WITH EXISTING RECORDS AND IS A TRUE
REPRESENTATION OF THE REAL PROPERTY AS
DESCRIBED.

Charles K. Howard 12/8/11

CHARLES K. HOWARD, P.L.S. NO. 297
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030



FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/17/2011	123	CITY OF BROKEN ARROW	PI7946	05636	010-3501-422.60-24 2/17/2011 TOTAL CUMULATIVE TOTAL	292.76 292.76 292.76
11/03/2011	687	WHEELED COACH	PI7947	218484	010-3501-422.60-20 11/03/2011 TOTAL CUMULATIVE TOTAL	25.51 25.51 318.27
12/01/2011	687	WHEELED COACH	PI7948	219353	010-3501-422.60-20 12/01/2011 TOTAL CUMULATIVE TOTAL	9.93 9.93 328.20
1/24/2012	8770	CONTROL TECHNOLOGIES INC	PI7951	0053975	010-5110-437.60-35	320.00
1/24/2012	9116	DEFENDER SUPPLY LLC	PI8242	1911	010-3001-421.60-20 1/24/2012 TOTAL CUMULATIVE TOTAL	217.00 537.00 865.20
2/01/2012	71	BROKEN ARROW ELECTRIC INC	PI8110	S1438950001	010-5110-437.60-23 2/01/2012 TOTAL CUMULATIVE TOTAL	16.96 16.96 882.16
2/03/2012	4311	UNITED FORD	PI8002	1729935	010-3001-421.60-20	53.38
2/03/2012	6822	TULSA WINNELSON	PI8251	42732200	010-3501-422.60-18 2/03/2012 TOTAL CUMULATIVE TOTAL	158.50 211.88 1,094.04
2/06/2012	515	T & W TIRE	PI8033	4869381	010-5110-437.60-19	1,193.12
2/06/2012	786	CLIFFORD POWER SYSTEMS INC	PI8188	T122922	010-3501-422.40-20	1,537.00
2/06/2012	4905	TULSA ASPHALT LLC	PI7966	10680-	010-5300-431.60-80 2/06/2012 TOTAL CUMULATIVE TOTAL	126.85 2,856.97 3,951.01
2/07/2012	370	AIRGAS INC	PI8029	9004091115	010-3009-421.60-23	531.50
2/07/2012	4905	TULSA ASPHALT LLC	PI7967	10689-	010-5300-431.60-80	131.43
2/07/2012	5941	LOWES	PI8121	14200	010-3009-421.60-24	132.05
2/07/2012	8280	CONRAD FIRE EQUIPMENT INC	PI8195	476171	010-3501-422.60-20 2/07/2012 TOTAL CUMULATIVE TOTAL	67.76 862.74 4,813.75
2/08/2012	244	GREEN ACRE SOD FARMS DBA	PI8020	87267	010-6003-451.60-70 2/08/2012 TOTAL CUMULATIVE TOTAL	65.00 65.00 4,878.75
2/09/2012	240	GRAINGER INC	PI8040	9751168155	010-3501-422.60-23	58.32
2/09/2012	377	KIMS INTERNATIONAL	PI8006	0059579	010-5300-431.60-20	112.53
2/09/2012	4536	PRECISION FIRE APPARATUS, INC	PI8021	9815	010-3501-422.60-20	239.84
2/09/2012	4572	LIGHTING INC	PI7965	193017	010-3501-422.60-31 2/09/2012 TOTAL CUMULATIVE TOTAL	27.80 438.49 5,317.24
2/10/2012	452	GELCO UNIFORMS & SHOES INC	PI7959	00144023	010-5300-431.60-10	100.00

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/10/2012	3000	SPARTAN MOTORS INC	PI7960	00144024	010-5110-437.60-10	89.99
2/10/2012	4572	LIGHTING INC	PI8043	00496887	010-3501-422.60-20	79.16
2/10/2012	5168	AMC INDUSTRIES INC	PI8013	193178	010-6000-451.60-18	110.85
2/10/2012	9323	INSTITUTE OF TRANSPORTATION EN	PI7976	203945	010-6003-451.60-18	115.00
			PI8037	30609	010-5110-437.60-28	70.00
					2/10/2012 TOTAL	565.00
					CUMULATIVE TOTAL	5,882.24
2/11/2012	420	APAC-CENTRAL, INC	PI7969	7000437754	010-5300-431.60-80	2,870.15
					2/11/2012 TOTAL	2,870.15
					CUMULATIVE TOTAL	8,752.39
2/12/2012	611	PRECISION FITTING & GAUGE CO	PI8165	119843401	010-3501-422.60-20	177.46
2/12/2012	7165	BEST LIGHTING SUPPLY	PI8116	40033641	010-3501-422.60-18	78.90
					2/12/2012 TOTAL	256.36
					CUMULATIVE TOTAL	9,008.75
2/13/2012	71	BROKEN ARROW ELECTRIC INC	PI7973	S1442709001	010-3001-421.60-18	72.18
2/13/2012	452	GELCO UNIFORMS & SHOES INC	PI7962	00144130	010-6000-451.60-10	100.00
2/13/2012	8280	CONRAD FIRE EQUIPMENT INC	PI8196	4762234	010-3501-422.60-20	98.76
2/13/2012	8702	ERGON ASPHALT & EMULSIONS	PI8014	9400859999	010-5300-431.60-80	525.36
					2/13/2012 TOTAL	796.30
					CUMULATIVE TOTAL	9,805.05
2/14/2012	71	BROKEN ARROW ELECTRIC INC	PI7974	S1443371001	010-3001-421.60-18	33.66
2/14/2012	4433	APPLIED CONCEPTS INC	PI7975	S1443378001	010-3001-421.60-18	4.38
2/14/2012	5885	VANCE BROS., INC.	PI8202	215825	010-3001-421.40-29	406.54
2/14/2012	5941	LOWES	PI8044	16475	010-5300-431.60-80	162.25
2/14/2012	6656	SOUTH EAST AUTO TRIM INC.	PI7981	02853	010-3001-421.60-18	40.81
			PI8041	50080	010-3001-421.40-20	350.00
			PI8042	50081	010-3001-421.40-20	250.00
			PI8051	6022	010-3001-421.40-20	40.00
					2/14/2012 TOTAL	1,287.64
					CUMULATIVE TOTAL	11,092.69
2/15/2012	377	KIMS INTERNATIONAL	PI8007	0059693	010-5300-431.60-20	618.02
2/15/2012	4536	PRECISION FIRE APPARATUS, INC	PI8022	9820	010-3501-422.60-20	498.87
2/15/2012	5941	LOWES	PI7982	02002	010-6003-451.60-23	10.44
			PI7983	02006	010-6000-451.60-23	26.58
			PI8001	021512	010-5300-431.60-20	240.00
					2/15/2012 TOTAL	1,393.91
					CUMULATIVE TOTAL	12,486.60
2/16/2012	101	WELDON OF TULSA INC	PI8035	7569300	010-3501-422.60-20	58.20
2/16/2012	141	CUMMINS SOUTHERN PLAINS INC	PI8211	02771266	010-3501-422.40-20	273.95
2/16/2012	225	FRONTIER INTERNATIONAL INC	PI8053	842375	010-3501-422.60-20	163.06
2/16/2012	370	AIRGAS INC	PI7977	9004242327	010-3502-422.60-23	288.16
2/16/2012	491	AMERICAN OVERHEAD DOOR	PI8201	37370	010-6000-451.40-07	589.00
2/16/2012	4311	UNITED FORD	PI8003	CM1729935	010-3001-421.60-20	49.51
2/16/2012	4937	ASSOCIATED PARTS & SUPPLY	PI8016	238175	010-3501-422.60-18	6.95
2/16/2012	5941	LOWES	PI7986	02345	010-6000-451.60-23	6.26

FUND 010 GENERAL FUND

DATE DUE	VENDOR NAME	VENDOR NO	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/16/2012	CAR DEALER PARTS	7262	PI7988 02386 PI7989 14039 PI8208 4DP263435 PI8209 4DF263465 PI8046 71297 PI8015 9400860916		010-6000-451.60-23 010-3501-422.60-24 010-1105-419.60-31 010-1105-419.60-31 010-6003-451.60-70 010-5300-431.60-80 2/16/2012 TOTAL - CUMULATIVE TOTAL -	3.55 570.96 920.00 460.00 320.00 479.46 4,090.04 16,576.64
2/17/2012	FRONTIER INTERNATIONAL INC	225	PI8055 842490		010-5300-431.60-20	136.17
2/17/2012	KIMS INTERNATIONAL	377	PI8008 0059749		010-5300-431.60-20	82.50
2/17/2012	GELCO UNIFORMS & SHOES INC	452	PI8096 00144268		010-6000-451.60-10	100.00
2/17/2012	LOWES	5941	PI7992 10173 PI7994 12932		010-6003-451.60-23 010-3501-422.60-23	8.97 14.98
2/17/2012	US FOAM TECHNOLOGY	6823	PI8190 12380		010-3501-422.60-22	5,247.58
2/17/2012	FLEETPRIDE INC	8294	PI8213 46423569		010-5300-431.60-20	726.08
2/17/2012	ERGON ASPHALT & EMULSIONS	8702	PI8170 9400861181		010-5300-431.60-80 2/17/2012 TOTAL - CUMULATIVE TOTAL -	443.75 6,760.03 23,336.67
2/18/2012	APAC-CENTRAL, INC	420	PI8107 7000439201 PI8186 7000439140		010-5300-431.60-80 010-5300-431.60-80 2/18/2012 TOTAL - CUMULATIVE TOTAL -	613.44 285.31 898.75 24,235.42
2/20/2012	ALL KILL PEST CONTROL	19	006392 73795 006393 73735 006394 73734 006431 7878 PI8214 63148800 PI8011 1198 006430 20088866 PI8009 0059788 PI8005 1722956500 006397 099-039 006426 123454 006398 398927 006399 398928 006400 398929 006401 398930 006402 398931 006432 389305 006433 389312 006434 389313 006435 389314 006436 389315		010-6000-451.40-07 010-3501-422.40-07 010-3501-422.40-07 010-5110-437.30-35 010-3009-421.60-11 010-3009-421.60-20 010-3501-422.40-07 010-6000-451.60-20 010-3501-422.60-18 010-1700-419.40-33 010-1104-419.60-23 010-3001-421.60-23 010-3001-421.60-23 010-3001-421.60-23 010-3001-421.60-23 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-6000-451.40-07	30.00 185.00 30.00 360.05 77.12 49.95 135.00 14.32 15.40 1,150.00 69.80 40.00 40.00 40.00 40.00 31.05 20.00 20.00 113.40 96.60 300.00
2/20/2012	SIGNALTEK INC	253	006431 7878		010-3009-421.60-11	77.12
2/20/2012	SAF T GLOVE INC	255	PI8214 63148800		010-3009-421.60-20	49.95
2/20/2012	RALSTONS MUFFLER	269	PI8011 1198		010-3501-422.60-18	14.32
2/20/2012	OVERHEAD DOOR CO	308	006430 20088866		010-6000-451.60-20	15.40
2/20/2012	KIMS INTERNATIONAL	377	PI8009 0059788		010-3501-422.60-18	14.32
2/20/2012	LOCKE SUPPLY COMPANY	399	PI8005 1722956500		010-1700-419.40-33	1,150.00
2/20/2012	BROKEN ARROW PUBLIC SCHOOLS	695	006397 099-039		010-1700-419.60-23	69.80
2/20/2012	OME CORP,LLC	1345	006426 123454		010-1104-419.60-23	40.00
2/20/2012	CENTRAL PARK TAG AGENCY	1756	006398 398927 006399 398928 006400 398929 006401 398930 006402 398931		010-3001-421.60-23 010-3001-421.60-23 010-3001-421.60-23 010-3001-421.60-23 010-3001-421.60-23	40.00 40.00 40.00 40.00 40.00
2/20/2012	TULSA DAILY COMMERCE & LEGAL N	2385	006432 389305 006433 389312 006434 389313 006435 389314 006436 389315		010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05	20.00 20.00 113.40 96.60 300.00
2/20/2012	YORK ELECTRONICS SYSTEMS INC	3911	006448 55544		010-6000-451.40-07	300.00
2/20/2012	MICHAEL LEWIS	4014	006424 JUL 11-JAN 12		010-1103-419.30-11	314.93
2/20/2012	TULSA OVERHEAD DOOR CO	5389	006439 30088876		010-3501-422.40-07	100.00
2/20/2012	LOWES	5941	PI8126 02369 PI8127 03087		010-5300-431.60-80 010-6000-451.60-23	4.60 11.40

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/20/2012	5942	CONSTRUCTION INDUSTRIES BOARD	PI8128	11327	010-5300-431.60-80	1.72
2/20/2012	6137	WOODCREST LITHOGRAPHY	006404	2012 SAWYER	010-1415-424.30-11	35.00
2/20/2012	7790	DUSTIN WEBER	006446	120472	010-1700-419.50-36	780.00
2/20/2012	8280	CONRAD FIRE EQUIPMENT INC	PI8197	3/11-16/12	010-1103-419.50-03	390.50
2/20/2012	8543	CONSOLIDATED FLEET SERVICE INC	006403	476316	010-3501-422.60-20	451.92
2/20/2012	8596	DEATHERAGE ASSOCIATES, LLC	006405	2/6/12	010-1400-419.30-11	20.00
2/20/2012	8702	ERGON ASPHALT & EMULSIONS	PI8171	9400861670	010-1400-419.30-11	185.00
					010-5300-431.60-80	185.00
					2/20/2012 TOTAL -	5,831.71
					CUMULATIVE TOTAL -	30,067.13
2/21/2012	79	BROKEN ARROW SENIORS INC	005753	MAR 2012	010-1700-419.50-10	4,041.66
2/21/2012	113	WAGONER COUNTY RURAL WATER #4	005772	126300	010-6005-451.50-23	13.38
2/21/2012	203	FEDERAL EXPRESS CORPORATION	005760	779245783	010-1700-419.50-39	81.51
2/21/2012	309	OKLAHOMA NATURAL GAS CO	005761	779333069	010-1700-419.50-39	85.12
			005765	179333536	010-6000-451.50-24	145.18
			005766	110093891	010-6001-451.50-24	260.73
			005768	114839300	010-3001-421.50-24	386.64
			005780	179445691	010-3501-422.50-24	245.79
2/21/2012	399	LOCKE SUPPLY COMPANY	PI8159	1723999300	010-6002-451.60-18	6.80
2/21/2012	442	AMERICAN ELECTRIC POWER	005736	95979421401	010-6004-451.50-25	960.29
			005737	9501769030	010-6001-451.50-25	1,192.65
			005738	9537786031	010-6001-451.50-25	36.76
			005739	95168310308	010-5105-432.50-25	112.91
			005741	95093402212	010-1700-419.50-25	139.75
			005742	95513788703	010-1105-419.50-25	10.89
			005743	95207472150	010-6000-451.50-25	36.10
			005750	95622952604	010-6002-451.50-25	36.76
			005866	95908637606	010-6000-451.50-42	159.87
			006587	9562931030	010-1700-419.50-25	1,239.58
2/21/2012	734	WINFIELD SOLUTIONS, LLC	PI8117	000057503796	010-6003-451.60-34	158.38
2/21/2012	1581	MID CONTINENT CONCRETE CO	PI8178	1273337	010-6000-451.60-27	120.75
2/21/2012	5168	AMC INDUSTRIES INC	PI8119	204688	010-6000-451.60-23	4.28
2/21/2012	5941	LOWES	PI8000	11380	010-3501-422.60-23	47.88
2/21/2012	6347	COX COMMUNICATIONS	PI8131	15644	010-3001-421.60-24	279.00
			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
			005758	066266801	010-3501-422.50-23	185.65
			005759	061076801	010-1103-419.50-54	66.95
			005876	0632211901	010-3001-421.50-23	18.59
2/21/2012	7724	WINDSTREAM	005773	4558004	010-6000-451.50-22	119.00
			005881	3555028	010-6002-451.50-22	39.69
2/21/2012	8702	ERGON ASPHALT & EMULSIONS	PI8172	9400862055	010-5300-431.60-80	413.15
2/21/2012	8991	CONSTELLATION NEWENERGY -	006528	04523	010-3001-421.50-24	1,483.56
			006531	04522	010-6001-451.50-24	849.37
					2/21/2012 TOTAL -	13,356.02
					CUMULATIVE TOTAL -	43,423.15
2/22/2012	168	TULSA NEW HOLLAND	PI8217	400668	010-6000-451.60-20	101.71

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/22/2012	206	FERGUSON PONTIAC GMC TRUCK	PI8219	114164	010-3001-421.60-20	79.98
			PI8221	CM114165	010-3501-422.60-20	428.41
			PI8222	114172	010-3501-422.60-20	374.60
			PI8223	114174	010-3501-422.60-20	40.85
			PI8224	74867	010-3501-422.60-20	428.41
2/22/2012	244	GREEN ACRE SOD FARMS DBA	PI8261	87349	010-6003-451.60-70	130.00
2/22/2012	278	PHYSIO-CONTROL INC	PI8099	80719653	010-3502-422.60-23	992.25
2/22/2012	4311	UNITED FORD	PI8154	1740142	010-3001-421.60-20	60.70
			PI8155	1740375	010-5110-437.60-20	65.49
2/22/2012	5770	HENRY SCHEIN INC	PI8098	972236701	010-5110-437.60-20	483.21
2/22/2012	5941	LOWES	PI8132	01127	010-3502-422.60-23	1,286.25
			PI8134	02093	010-6000-451.60-18	15.97
			PI8135	76434	010-6000-451.60-23	14.36
2/22/2012	7614	PROGRESSIVE MEDICAL INTERNATIO	PI8102	0340725	010-6000-451.60-18	45.00
					010-3502-422.60-23	40.50
					2/22/2012 TOTAL	3,730.87
					CUMULATIVE TOTAL	47,154.02
2/23/2012	240	GRAINGER INC	PI8231	9762717461	010-6000-451.60-23	201.12
2/23/2012	278	PHYSIO-CONTROL INC	PI8100	80720329	010-3502-422.60-23	171.50
			PI8244	112096573	010-3502-422.60-23	325.00
2/23/2012	399	LOCKE SUPPLY COMPANY	PI8160	1725019300	010-1700-419.60-18	17.13
			PI8161	1725207500	010-6000-451.60-18	85.92
2/23/2012	5113	PHARMACEUTICAL SYSTEMS INC (PS	PI8101	C-10227849	010-3502-422.60-23	1,096.35
2/23/2012	5410	UNITED RENTALS, INC	PI8265	101522441001	010-5300-431.60-20	220.00
2/23/2012	5647	TRAIL-EZE TRAILERS	PI8220	1202197	010-5300-431.60-20	174.79
2/23/2012	5941	LOWES	PI8144	10229	010-5300-431.60-36	31.46
			PI8145	10261	010-5300-431.60-36	27.98
			PI8146	14721	010-3501-422.60-24	234.80
2/23/2012	8227	POSTON EQUIPMENT SALES, INC.	PI8204	58854	010-6000-451.60-20	260.13
					2/23/2012 TOTAL	2,846.18
					CUMULATIVE TOTAL	50,000.20
2/24/2012	4311	UNITED FORD	PI8156	1741680	010-3001-421.60-20	104.80
2/24/2012	5941	LOWES	PI8147	01272	010-6000-451.60-23	6.58
			PI8148	01314	010-6000-451.60-23	1.85
			PI8150	02637	010-6003-451.60-23	10.78
2/24/2012	6822	TULSA WINNELSON	PI8151	10314	010-5300-431.60-36	92.91
			PI8166	42992100	010-6000-451.60-18	61.01
2/24/2012	7262	CAR DEALER PARTS	PI8167	42999800	010-6000-451.60-18	17.29
2/24/2012	9330	B & B TECHNOLOGIES INC.	PI8210	4DP264461	010-1105-419.60-31	230.00
			PI8232	0368669	010-6000-451.60-20	71.31
					2/24/2012 TOTAL	596.53
					CUMULATIVE TOTAL	50,596.73
2/25/2012	366	J & J SAND CO	A/K/A PI8183	1028713	010-6000-451.60-27	66.83
					2/25/2012 TOTAL	66.83
					CUMULATIVE TOTAL	50,663.56
2/27/2012	19	ALL KILL PEST CONTROL	006492	73811	010-6002-451.40-07	35.00
			006493	73810	010-6000-451.40-07	30.00

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/27/2012	60	BLOSS SALES AND RENTAL	PI8212	24512	010-3501-422.60-20	242.23
2/27/2012	153	DEPARTMENT OF PUBLIC SAFETY	006497	041208903	010-3006-421.50-54	350.00
2/27/2012	377	KIMS INTERNATIONAL	PI8163	0059933	010-5300-431.60-20	39.01
			PI8164	0059946	010-3501-422.60-20	176.73
2/27/2012	584	SAMS CLUB	006516	444073392	010-3008-421.60-23	288.92
			006517	155477743	010-3009-421.60-30	29.94
2/27/2012	835	WISE ELECTRIC	006525	4938-12	010-6000-451.40-07	892.00
2/27/2012	3162	TROPHY & PLAQUE PLUS	006521	37074	010-3501-422.60-23	14.00
			006521	37551	010-3501-422.60-23	91.50
2/27/2012	3884	OKLAHOMA IAI	006510	K COOK	010-3001-421.30-85	30.00
			006511	J SMITHSON	010-3001-421.30-85	30.00
2/27/2012	4014	MICHAEL LEWIS	006504	2/28-5/10/12	010-1103-419.30-11	545.00
2/27/2012	4198	NEIGHBOR NEWSPAPERS	006506	389485	010-1700-419.50-05	11.20
			006507	389486	010-1700-419.50-05	99.40
			006508	389487	010-1700-419.50-05	116.20
			006509	389479	010-1700-419.50-05	25.20
2/27/2012	4311	UNITED FORD	PI8157	1741683	010-1700-419.50-05	116.20
			PI8158	1742444	010-5110-437.60-20	50.68
2/27/2012	4997	HARRIS CORPORATION	006500	93100427	010-1103-419.40-55	108.09
2/27/2012	5250	WILLIAM VAUGHN	006524	FALL 2011	010-3501-422.30-11	49,000.00
2/27/2012	5941	LOWES	PI8247	02385	010-6000-451.60-23	1,000.00
2/27/2012	6992	CITY OF OWASSO	006496	1-B	010-1700-419.30-11	16.60
2/27/2012	7499	SELECTRON TECHNOLOGIES, INC	006518	5742	010-1400-419.40-55	25.00
2/27/2012	7631	JENNIFER TEEGARDEN	006502	1/27-2/17/12	010-6002-451.40-28	448.00
2/27/2012	7976	VISION INTERNET PROVIDERS INC	006522	21511	010-1700-419.30-87	200.00
2/27/2012	8555	BLAZE ENTERPRISES LLC	006494	63	010-3501-422.60-31	247.00
2/27/2012	9333	JANI-KING OF TULSA, INC	006501	TUL02120263	010-3501-422.40-07	877.50
2/27/2012	9334	OMIA	006512	SPRING 2012	010-1415-424.30-11	130.00
			006513	SPRING 2012	010-1415-424.30-11	130.00
			006514	SPRING 2012	010-1415-424.30-11	130.00
				2/27/2012 TOTAL		66,409.20
				CUMULATIVE TOTAL		117,072.76
2/28/2012	611	PRECISION FITTING & GAUGE CO	PI8249	119863501	010-6000-451.60-20	284.24
			PI8250	119865801	010-6000-451.60-20	30.74
2/28/2012	9151	CLEAN THE UNIFORM CO OKLAHOMA	006533	50531088	010-1700-419.40-33	.87
			006538	50531079	010-5300-431.40-31	64.46
			006542	50531078	010-5110-437.40-31	42.81
			006543	50531114	010-6002-451.40-33	11.50
			006545	50531077	010-5105-432.40-31	11.27
			006547	50531100	010-6000-451.40-31	52.44
			006548	50531100	010-6003-451.40-31	8.76
			006549	50531092	010-1700-419.40-33	28.80
			006553	50531094	010-1400-419.40-31	9.36
			006554	50531085	010-1415-424.40-31	24.65
			006558	50531116	010-3001-421.40-33	2.80
			006559	50531115	010-3009-421.40-33	4.90
			006560	50531089	010-3501-422.40-33	3.70
			006561	50531117	010-3501-422.40-33	2.80
			006562	50531118	010-3501-422.40-33	5.90
			006563	50531119	010-3501-422.40-33	4.30

FUND 010 GENERAL FUND

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
			006564	50531113	010-3501-422.40-33	9.60
			006565	50532128	010-1104-419.40-33	9.20
			006568	50532102	010-5105-432.40-31	11.27
			006569	50532122	010-5105-432.40-33	1.00
			006570	50532104	010-5300-431.40-31	64.46
			006573	50532123	010-6000-451.40-31	52.44
			006574	50532123	010-6003-451.40-31	8.76
			006576	50532139	010-6002-451.40-33	15.90
			006580	50532103	010-5110-437.40-31	42.81
			006581	50532112	010-1700-419.40-33	.88
					2/28/2012 TOTAL	810.62
					CUMULATIVE TOTAL	117,883.38
2/29/2012	1057	TULSA WORLD	006609	8438855	010-1102-419.50-05	373.24
2/29/2012	4103	OKLAHOMA GANG INVESTIGATORS AS	006602	11--7--TU	010-3001-421.30-11	25.00
			006603	11--7--TU	010-3006-421.30-11	50.00
2/29/2012	4409	NATIONAL OCCUPATIONAL HEALTH	006599	996766	010-1102-419.30-02	105.00
2/29/2012	7790	DUSTIN WEBER	006593	11/2011-2/2012	010-1103-419.50-54	253.96
2/29/2012	9063	KEVIN MCKINNEY	006596	02/25/12	010-6002-451.40-28	144.00
2/29/2012	9325	NCED	006600	03/12-15/12	010-1105-419.50-03	308.00
2/29/2012	9338	MICHAEL CLARK	006598	03/12-15/12	010-1105-419.50-03	170.20
2/29/2012	99999	MISC-A/R REFUNDS	006594	68887	010-0000-229.15-00	45.00
					2/29/2012 TOTAL	1,474.40
					CUMULATIVE TOTAL	119,357.78
3/06/2012	7632	RICHARD CARTER	005770	MAR 2012	010-1700-419.50-22	49.95
					3/06/2012 TOTAL	49.95
					FUND 010 TOTAL	119,407.73

FUND 025 EXCESS CAPACITY SEWER ESC

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/20/2012	71	BROKEN ARROW ELECTRIC INC	PI8111	S1444950001	025-5415-435.70-15	29.03
					2/20/2012 TOTAL -	29.03
					CUMULATIVE TOTAL -	29.03
2/21/2012	71	BROKEN ARROW ELECTRIC INC	PI8112	S1445379001	025-5415-435.70-15	8.69
					2/21/2012 TOTAL -	8.69
					CUMULATIVE TOTAL -	37.72
2/22/2012	71	BROKEN ARROW ELECTRIC INC	PI8113	S1445953001	025-5415-435.70-15	14.77
					2/22/2012 TOTAL -	14.77
					CUMULATIVE TOTAL -	52.49
2/23/2012	71	BROKEN ARROW ELECTRIC INC	PI8114	S1446396001	025-5415-435.70-15	25.18
			PI8115	S1446608001	025-5415-435.70-15	3.91
					2/23/2012 TOTAL -	29.09
					FUND 025 TOTAL -	81.58

FUND 027 CONVENTION&VISITOR BUREAU

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/27/2012	9332	ESKIMO JOE'S PROMOTIONAL PRODU	006527	22363	027-1700-419.50-86	396.48
					2/27/2012 TOTAL	396.48
					FUND 027 TOTAL	396.48

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
1/19/2012	7786	TRAFFIC ENGINEERING CONSULTANT	PI8091	8156	030-5300-431.70-16 1/19/2012 TOTAL CUMULATIVE TOTAL	4,090.00 4,090.00 4,090.00
1/24/2012	8770	CONTROL TECHNOLOGIES INC	PI7952 PI7953	0053975 0053975	030-5300-431.70-15 030-5300-431.70-15 1/24/2012 TOTAL CUMULATIVE TOTAL	320.00 320.00 640.00 4,730.00
2/10/2012	1581	MID CONTINENT CONCRETE CO	PI8017	1272518	030-5300-431.70-15 2/10/2012 TOTAL CUMULATIVE TOTAL	261.75 261.75 4,991.75
2/14/2012	1581	MID CONTINENT CONCRETE CO	PI8019	1272709	030-5300-431.70-15	741.63
2/14/2012	9320	A&A SHEET METAL PRODUCTS, INC	PI8030	1202009	030-6000-451.70-15 2/14/2012 TOTAL CUMULATIVE TOTAL	6,891.00 7,632.63 12,624.38
2/15/2012	399	LOCKE SUPPLY COMPANY	PI8004	1720203400	030-5115-437.70-15	1.19
2/15/2012	5941	LOWES	PI7984 PI7985	02039 02138	030-5115-437.70-15 030-5115-437.70-15	12.33 41.72
2/15/2012	9116	DEFENDER SUPPLY LLC	PI8024 PI8025 PI8026 PI8027 PI8028	1981 1981 1981 1981 1981	030-3001-421.70-02 030-3001-421.70-02 030-3001-421.70-02 030-3001-421.70-02 030-3001-421.70-02 2/15/2012 TOTAL CUMULATIVE TOTAL	1,260.00 2,756.00 164.00 76.00 680.00 4,991.24 17,615.62
2/16/2012	5941	LOWES	PI7990	67620	030-5115-437.70-15 2/16/2012 TOTAL CUMULATIVE TOTAL	153.11 153.11 17,768.73
2/17/2012	37	ANCHOR STONE CO	PI8176	120250409	030-5300-431.70-15	75.02
2/17/2012	4905	TULSA ASPHALT LLC	PI8106	10725-	030-5300-431.70-15	1,195.61
2/17/2012	5941	LOWES	PI7995	13675	030-5115-437.70-15 2/17/2012 TOTAL CUMULATIVE TOTAL	8.97 1,279.60 19,048.33
2/20/2012	4198	NEIGHBOR NEWSPAPERS	006425	388364	030-6102-451.70-16	137.70
2/20/2012	5941	LOWES	PI7998 PI7999	02349 02417	030-5300-431.70-15 030-5115-437.70-15	83.68 660.91
2/20/2012	7786	TRAFFIC ENGINEERING CONSULTANT	PI8184	8206	030-5300-431.70-16	2,640.00
2/20/2012	9220	EARTH SMART CONSTRUCTION	006408	1	030-5300-431.70-15 2/20/2012 TOTAL CUMULATIVE TOTAL	6,200.00 9,722.29 28,770.62
2/21/2012	1581	MID CONTINENT CONCRETE CO	PI8180	1273337	030-5300-431.70-15	343.75
2/21/2012	5941	LOWES	PI8129	02603	030-5115-437.70-15 2/21/2012 TOTAL CUMULATIVE TOTAL	118.65 462.40 29,233.02

FUND 030 SALES TAX CAPITAL IMPROV

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/22/2012	5941	LOWES	PI8133	02059	030-5115-437.70-15	47.48
					2/22/2012 TOTAL	47.48
					CUMULATIVE TOTAL	29,280.50
2/23/2012	1581	MID CONTINENT CONCRETE CO	PI8259	1273708	030-5300-431.70-15	805.00
2/23/2012	5941	LOWES	PI8136	01192/	030-5300-431.70-15	21.48
			PI8139	02261	030-5115-437.70-15	116.88
			PI8140	02348//	030-6000-451.70-15	25.17
2/23/2012	9336	EXECUTIME SOFTWARE, LLC	PI8267	1881	030-1103-419.70-19	8,216.22
			PI8268	1881	030-1103-419.70-19	23,108.10
			PI8269	1881	030-1103-419.70-19	6,675.68
					2/23/2012 TOTAL	38,968.53
					CUMULATIVE TOTAL	68,249.03
2/24/2012	5941	LOWES	PI8149	02628	030-5115-437.70-15	677.32
					2/24/2012 TOTAL	677.32
					CUMULATIVE TOTAL	68,926.35
2/27/2012	2585	TRUCKPRO CORPORATE OFFICE	PI8234	0310371309	030-3001-421.70-02	219.98
2/27/2012	5941	LOWES	PI8152	76716	030-5115-437.70-15	180.10
					2/27/2012 TOTAL	400.08
					CUMULATIVE TOTAL	69,326.43
2/28/2012	5941	LOWES	PI8248	02644/	030-5115-437.70-15	724.78
					2/28/2012 TOTAL	724.78
					FUND 030 TOTAL	70,051.21

FUND 031 POLICE ENHANCEMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/14/2012	6558	BROKEN ARROW AUTO RESTYLING	PI8048	3317	031-3001-421.70-02	69.00
					2/14/2012 TOTAL	69.00
					CUMULATIVE TOTAL	69.00
2/17/2012	1598	HERCULES TIRE SALES INC	PI8052	733020	031-3001-421.70-02	780.00
					2/17/2012 TOTAL	780.00
					CUMULATIVE TOTAL	849.00
2/27/2012	9335	V.H. BLACKINTON & CO, INC	006523	44555	031-3001-421.60-23	120.00
					2/27/2012 TOTAL	120.00
					FUND 031 TOTAL	969.00

FUND 032 PARK AND RECREATION

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/01/2012	8464	EASTON SOD FARMS INC	PI7957	239809	032-6000-451.70-15	60.00
					2/01/2012 TOTAL	60.00
					CUMULATIVE TOTAL	60.00
2/08/2012	8464	EASTON SOD FARMS INC	PI7958	239812	032-6000-451.70-15	60.00
					2/08/2012 TOTAL	60.00
					CUMULATIVE TOTAL	120.00
2/20/2012	5168	AMC INDUSTRIES INC	PI8118	204569	032-6000-451.70-15	465.99
2/20/2012	5941	LOWES	PI7997	02323/	032-6000-451.70-15	72.16
					2/20/2012 TOTAL	538.15
					CUMULATIVE TOTAL	658.15
2/23/2012	244	GREEN ACRE SOD FARMS DBA	PI8262	87352	032-6000-451.70-15	65.00
2/23/2012	5168	AMC INDUSTRIES INC	PI8120	205054	032-6000-451.70-15	807.33
2/23/2012	5941	LOWES	PI8138	02259	032-6000-451.70-15	28.45
					2/23/2012 TOTAL	900.78
					FUND 032 TOTAL	1,558.93

FUND 035 HOUSING URBAN DEVELOPMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/31/2012	5827	BUILDERS UNLIMITED, INC.	PI7955 #01		035-8011-451.70-15	5,171.07
					1/31/2012 TOTAL	5,171.07
					CUMULATIVE TOTAL	5,171.07
2/21/2012	79	BROKEN ARROW SENIORS INC	005754 MAR/2012		035-8011-444.50-10	1,047.25
					2/21/2012 TOTAL	1,047.25
					FUND 035 TOTAL	6,218.32

FUND 037 CRIME PREVENTION

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/14/2012	4433	APPLIED CONCEPTS INC	PI8203	215825	037-3001-421.70-17	526.46
					2/14/2012 TOTAL	526.46
					CUMULATIVE TOTAL	526.46
2/24/2012	5683	QUALITY SIGNS & BANNER	PI8215	14864A	037-3001-421.70-17	2,000.00
					2/24/2012 TOTAL	2,000.00
					FUND 037 TOTAL	2,526.46

FUND 040 BATTLE CREEK GOLF COURSE
 VENDOR NAME

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
6/01/2006	6385	MACGREGOR GOLF COMPANY	004890	917284	040-0000-141.28-01	480.00-
					6/01/2006 TOTAL	480.00-
					CUMULATIVE TOTAL	480.00-
6/09/2006	6385	MACGREGOR GOLF COMPANY	005406	917394	040-0000-141.28-01	380.00-
					6/09/2006 TOTAL	380.00-
					FUND 040 TOTAL	860.00-

FUND 041 ALCOHOL ENFORCEMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/29/2012	4436	CHRIS CHAMBERS	006592	03/12-16/12	041-3001-421.50-03	207.00
2/29/2012	5270	TIM COLLINS	006608	03/12-16/12	041-3001-421.50-03	207.00
2/29/2012	9339	THE HAMPTON INN	006606	03/12-16/12	041-3001-421.50-03	385.00
			006607	03/12-16/12	041-3001-421.50-03	385.00
					2/29/2012 TOTAL	1,184.00
					FUND 041 TOTAL	1,184.00

FUND 042 STREET LIGHT FUND		VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DATE	VENDOR	NAME	NO	NO	NO	
DUE	NO					
2/21/2012	442	AMERICAN ELECTRIC POWER	005865	95230140907	042-5300-431.50-26	47.85
			006487	95071132211	042-5300-431.50-26	22.00
					2/21/2012 TOTAL	69.85
					FUND 042 TOTAL	69.85

DATE DUE	FUND	VENDOR NO	VENDOR NAME	ISSUE	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/31/2012	058	8894	PARAGON CONTRACTORS, LLC	GO BOND	PI7949	FINAL	058-5300-431.70-15	14,600.00
							1/31/2012 TOTAL	14,600.00
							CUMULATIVE TOTAL	14,600.00
2/20/2012	058	9018	DOLESE BROS. CO.		PI8181	RM12009695	058-5400-434.70-15	246.00
							2/20/2012 TOTAL	246.00
							CUMULATIVE TOTAL	14,846.00
2/21/2012	058	4152	MAGNUM CONSTRUCTION INC		PI8245	#04	058-3501-422.70-15	368,327.49
							2/21/2012 TOTAL	368,327.49
							CUMULATIVE TOTAL	383,173.49
2/24/2012	058	37	ANCHOR STONE CO		PI8255	120288009	058-3501-422.70-15	73.26
					PI8256	120288009	058-5400-434.70-15	74.03
							2/24/2012 TOTAL	147.29
							CUMULATIVE TOTAL	383,320.78
2/27/2012	058	9220	EARTH SMART CONSTRUCTION		006498	WO6 PAY EST 1	058-5300-431.70-15	11,738.00
							2/27/2012 TOTAL	11,738.00
							FUND 058 TOTAL	395,058.78

DATE DUE	FUND	VENDOR NO	VENDOR NAME	ISSUE	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/31/2012	059	7960	MEHLBURGER BRAWLEY, INC	GO BOND	PI7950	BA110304	059-6000-451.70-16 1/31/2012 TOTAL CUMULATIVE TOTAL	16,100.00 16,100.00 16,100.00
2/14/2012	059	9027	A & A ASPHALT INC.		PI7970	#04	059-5300-431.70-15 2/14/2012 TOTAL CUMULATIVE TOTAL	127,843.58 127,843.58 143,943.58
2/20/2012	059	8915	TRI STAR CONSTRUCTION LLC		PI8108	#02	059-5300-431.70-15 2/20/2012 TOTAL CUMULATIVE TOTAL	149,310.55 149,310.55 293,254.13
2/24/2012	059	3911	YORK ELECTRONICS SYSTEMS INC		PI8187	55600	059-3009-421.70-15	2,792.53
2/24/2012	059	9280	MORTON EXCAVATING		PI8246	#03	059-6000-451.70-15 2/24/2012 TOTAL CUMULATIVE TOTAL	273,197.21 275,989.74 569,243.87
2/27/2012	059	328	HAJOCA CORPORAION		PI8235	S006848976001	059-5300-431.70-15	1,381.40
2/27/2012	059	9220	EARTH SMART CONSTRUCTION		006499	W05 PAY EST 1	059-6000-451.70-15 2/27/2012 TOTAL CUMULATIVE TOTAL	4,092.00 5,473.40 574,717.27
2/29/2012	059	5703	ACOM SOLUTIONS INC		006588	0170081	059-1103-419.70-18	282.00
2/29/2012	059	7536	S & J ELECTRIC, INC.		006605	12047	059-1103-419.70-18 2/29/2012 TOTAL FUND 059 TOTAL	1,990.00 2,272.00 576,989.27

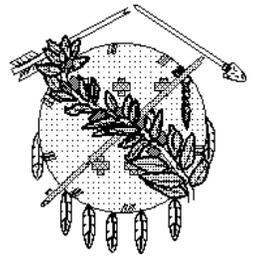
FUND 060 WORKMANS COMP

DATE DUE	VENDOR NO	VENDOR NAME	FUN	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/29/2012	4982	WORKERS COMPENSATION TRUST	FUN 006610	006610	02/27/12	060-1700-419.30-88	19,822.83
			006611	006611	02/27/12	060-1700-419.50-90	8,943.20
						2/29/2012 TOTAL	28,766.03
						FUND 060 TOTAL	28,766.03

DATE DUE	FUND	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
2/20/2012	061	8082	FORT DEARBORN LIFE INSURANCE	C 006409	3/1-31/2012	061-1700-419.30-89	2,050.00
						2/20/2012 TOTAL	2,050.00
						CUMULATIVE TOTAL	2,050.00
2/27/2012	061	8132	MUTUAL ASSURANCE ADMIN.	006505	3/1-31/12	061-1700-419.30-87	49,164.66
						2/27/2012 TOTAL	49,164.66
						FUND 061 TOTAL	51,214.66

FUND	DATE DUE	091 2011 GO BOND ISSUE	VENDOR NAME	VENDOR NO	ISSUE DATE	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	1/19/2012	7786	TRAFFIC ENGINEERING CONSULTANT	PI8090	8157			091-1700-419.70-16 1/19/2012 TOTAL CUMULATIVE TOTAL	6,345.00 6,345.00 6,345.00
	2/10/2012	4988	GARVER ENGINEERS	PI7971	110372302			091-5300-431.70-16 2/10/2012 TOTAL CUMULATIVE TOTAL	20,803.60 20,803.60 27,148.60
	2/14/2012	7308	GUY ENGINEERING SERVICES INC	PI8103	6953			091-5300-431.70-16 2/14/2012 TOTAL CUMULATIVE TOTAL	39,809.37 39,809.37 66,957.97
	2/20/2012	7786	TRAFFIC ENGINEERING CONSULTANT	PI8109	8207			091-1700-419.70-16 2/20/2012 TOTAL CUMULATIVE TOTAL	4,405.00 4,405.00 71,362.97
	2/21/2012	8602	COBB ENGINEERING COMPANY	PI8104 PI8105	1111203 1111203			091-5300-431.70-16 091-5300-431.70-16 2/21/2012 TOTAL FUND 091 TOTAL	7,562.86 1,744.34 9,307.20 80,670.17
TOTAL ALL FUNDS -									2,121,391.79

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Department of Engineering and Construction
Subject: Consideration of and possible acceptance from the Broken Arrow Economic Development Authority of a General Warranty Deed for right of way located approximately 2,640 feet south and 24.75 feet east of the South Aspen Avenue (S. 145th Street) and East Florence Street (E. 111th Street) intersection (Sec 34 T18N R14E), for the widening of South Aspen Avenue from East Florence Street (E 111th Street) to East Tucson Street (E 121st St), Project No. 1201

Background: The General Warranty Deed is given by the Broken Arrow Economic Development Authority to the City of Broken Arrow by separate instrument for the purpose of granting additional right of way necessary for the construction of the Aspen Avenue roadway project, widening Aspen Avenue from Tucson Street to Florence Street. Staff has reviewed this action and recommends approval.

Cost: None

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

Reviewed By: Legal Department

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

Attachments: General Warranty Deed

Recommendation: Accept the General Warranty Deed.

KDS:pkd

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

GENERAL WARRANTY DEED
(Oklahoma Statutory Form)

THIS INDENTURE, Made this ____ day of _____, 2012, between BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a Public Trust, Grantor, and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, Grantee.

WITNESSETH, that in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, said Grantor do(es), by these presents, grant, bargain, sell and convey unto said Grantee, its successors or assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

SEE EXHIBITS "A" & "B"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

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

And said Grantor, for themselves and their heirs, executors, and administrators, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that he(she) is lawfully seized in his(her) own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, its successors or assigns, against said Grantor, his(her) heirs and assigns and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand the day and year above written.

BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY, a Public Trust

By: Mike Lester, Chairperson of BROKEN ARROW
ECONOMIC DEVELOPMENT AUTHORITY,
a Public Trust

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2012, personally appeared Mike Lester, Chairperson of BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a Public Trust, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer _____ Checked: _____

Project: Aspen Ave Widening Tucson to Florence #ST1201-#12

EXHIBIT A
1 OF 2

LEGAL DESCRIPTION:

A strip, piece or parcel of land lying in part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 18 North, Range 14 East, 1M, Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

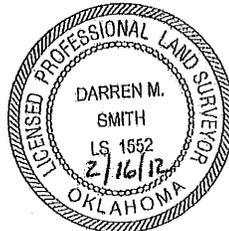
Commencing at the Northwest corner of said SW $\frac{1}{4}$, thence N 88°41'49" E on the North line of said SW $\frac{1}{4}$ a distance of 51.83 feet to a point on the West present right of way line of Aspen Avenue, said point being the point of beginning, thence continuing N 88°41'49" E on said North line a distance of 8.37 feet, thence S 01°18'08" E a distance of 145.94 feet to a point on said present right of way line, thence N 04°35'08" W on said present right of way line a distance of 146.18 feet to the point of beginning.

Containing 0.01 acres (610 sq. ft.) more or less, of right of way.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

CERTIFICATION

THIS PLAT OF SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



Darren M. Smith 1552
SURVEYOR'S NAME LICENSE NUMBER



PARCEL: 12
REV: -

DATE: 2-15-12

DRAWN BY: T.D.N.

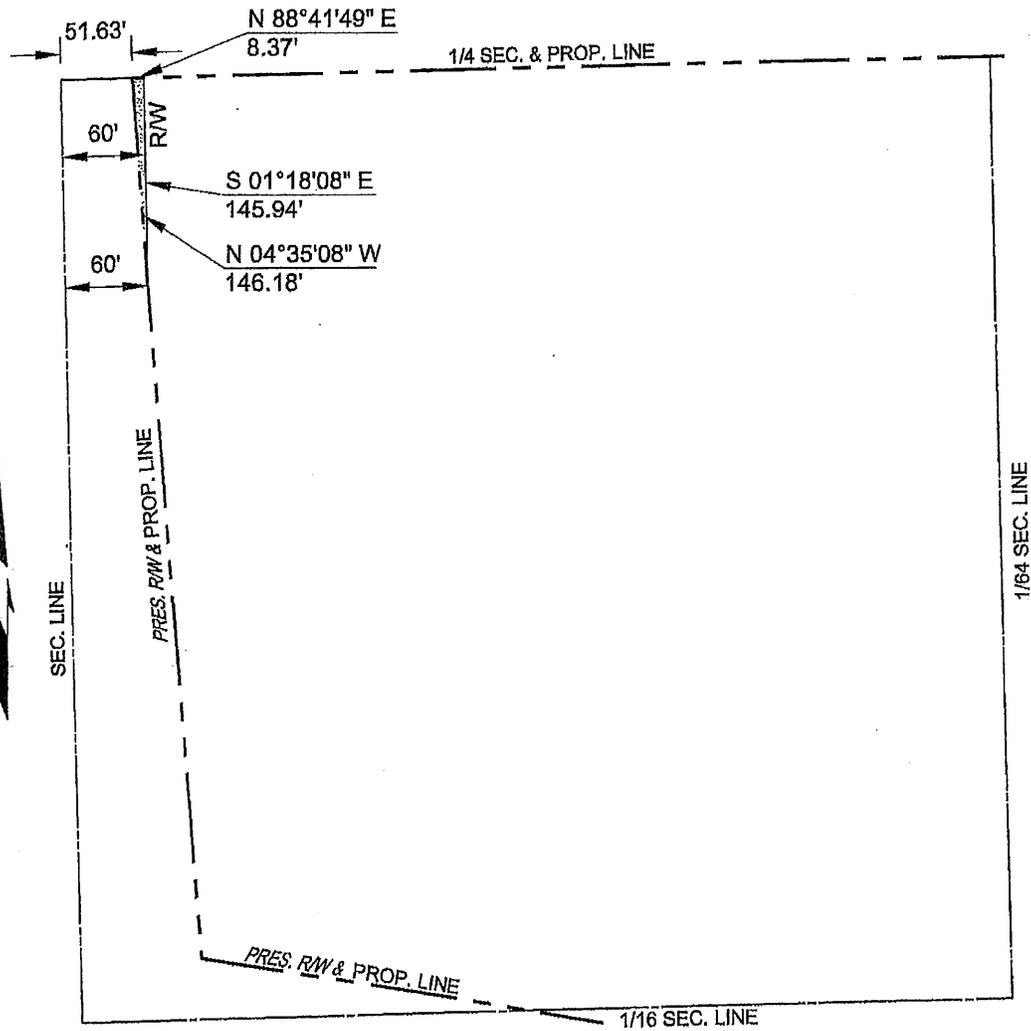
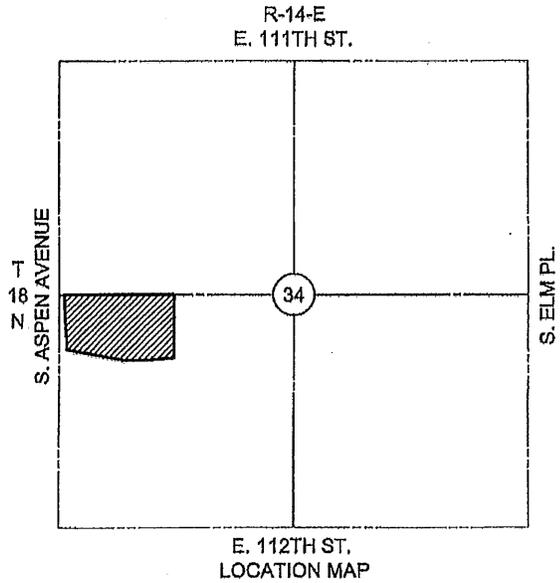
CHECKED BY: M.A.C.

EXHIBIT A
2 OF 2

OWNER:
BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

ADDRESS:
-

STATEMENT OF BEARINGS:
ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON
THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.



PARCEL: 12	DATE: 2-15-12
REV: -	DRAWN BY: T.D.N.
	SCALE: 1:100
	CHECKED BY: M.A.C.

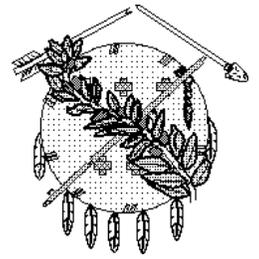
EXHIBIT "B"
Permitted Exceptions

1. An undivided ½ interest in and to all of the oil, gas and other minerals in and under and that may be produced from said premises; and all rights, interests and estates of whatsoever nature incident to or growing out of said minerals.

2. Abutters rights acquired Oklahoma Turnpike Authority, a body corporate and politic, by condemnation as evidenced by Report of Commissioners dated May 4, 1999, Case No. CJ-99-431, in the District Court in and for Tulsa County, Oklahoma, filed in the office of the County Clerk, State of Oklahoma, on January 6, 2000, recorded in Book 6313, Page 1674.

3. Encroachment of fences onto and off of subject property as shown on survey by Cook & Associates, Inc., dated September 9, 2008.

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the City Attorney
Subject: Consideration of and possible approval of Resolution No. 732, a resolution 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 218 East El Paso Street, Broken Arrow, Oklahoma 74012

Background: In October, 2010, City Staff inspected the property located at 218 East El Paso Street, Broken Arrow, Oklahoma 74012 and determined that the structure was not in good repair, was not structurally sound or sanitary and constituted not only a menace to the health and safety but was also a public nuisance due to rot and decay in the siding of the structure and due to an improper foundation.

On March 3, 2011, a Notice to Abate a Nuisance public hearing was mailed to the owner of the property as shown in the current year's tax rolls in the Tulsa County Treasurer's Office by United States Postal Service, namely to Peter & Andrea White, 8337 E. 13th St., Tulsa OK 74112. A public hearing was held on March 17, 2011 after 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 at 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: First National Bank, 121 S. Main Street, Broken Arrow, OK 74012, to repair or demolish the structure at 218 East El Paso Street, Broken Arrow, Oklahoma 74014. As of this date the nuisance remains unabated.

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 218 East El Paso Street, Broken Arrow, Oklahoma 74012, on the real estate located described as:

Lots E 13, Lot 19, and all Lot 20, Block 57, B.A., Original Town Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, and locally known as 218 East El Paso Street, Broken Arrow, Oklahoma 74012.

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

Broken Arrow City Council

Meeting: 03-06-12

Subject: Approval of Resolution No. 732 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 218 East El Paso Street, Broken Arrow, Oklahoma 74012

Said property was previously declared a public nuisance and remains 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 nuisance as ordered, with 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: Development Services Department

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

Attachments: Resolution No. 732

Recommendation: Approve Resolution No. 732 and authorize execution.

RESOLUTION NO. 732

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 218 EAST EL PASO STREET, BROKEN ARROW, OKLAHOMA 74012

WHEREAS, the property located at 218 East El Paso Street, 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 March 3, 2011, a Notice to Abate a Nuisance public hearing was mailed to the owner of the property by United States Postal Service at 218 East El Paso Street, Broken Arrow, Oklahoma 74012 at the address shown at the current year's tax rolls in the Tulsa County Treasurer's Office, namely Peter and Andrea White, 218 East El Paso Street, Broken Arrow, Oklahoma, 74012; and

WHEREAS, the following the public hearing on November 17, 2011, an Order Abatement was issued finding that the structure at 218 East El Paso Street, 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, and 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 Lots E 13, Lot 19 and all Lot 20, Block 57, B.A., Original Town Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, and locally known as 218 East El Paso Street, Broken Arrow, Oklahoma 74012, is 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 6th day of March, 2012.

ATTEST:

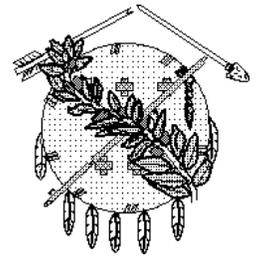
Mayor

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Broken Arrow City Council
Meeting of: 03-06-12



To: Mayor and City Council
From: Office of the City Manager
Subject: Consideration of and possible approval of Resolution No. 733, a Resolution of the City Council of the City of Broken Arrow, Oklahoma declining membership in the Oklahoma Municipal League, authorizing staff to work with Oklahoma Municipal Retirement Fund (OMRF) on the City's employee retirement system, directing staff to explore other agencies and new organizations to advance its interest, and authorizing notification of the City's membership status with the Oklahoma Municipal League

Background: The services provided by the Oklahoma Municipal League (OML) to its member cities ranges from assistance with staff questions to lobbying the Oklahoma Legislature for bills that support the needs of the Cities of Oklahoma. Over the past several years there has been a sharp decline in the support the City of Broken Arrow has received from OML. During the last legislative session the OML staff took a position on the Police and Fire arbitration act that was directly opposed to the interests of its member cities and when their Board directed a change in the position, they took no active part in opposing the legislation. This year, prior to different direction from its board, the OML Staff took a position on Police and Fire pensions that was in direct opposition to the desires of its member cities. Although the position was changed by the board the damage had been done and the proposed bills are moving through the legislature at a very rapid clip.

During the past six months Mayor Lester and the Mayors and City Managers of other northeastern Oklahoma cities have met with the OML Director and Board members in an effort to reach an acceptable accommodation on the issues between the northeastern Oklahoma cities and OML. Attached is a letter that was sent to OML by Mayor Lester on behalf of the cities participating in the discussion with OML. The response by OML was less than acceptable and as a result the staff recommends that the City Council terminate its membership in OML. Having exhausted all possible approaches to resolution of the problem the City of Broken Arrow and several other northeastern Oklahoma cities propose to decline their continued membership in OML.

Termination of OML membership is problematic as membership in a state municipal league is required for National League of City steering committees. The three members of the City Council currently on NLC steering committees are the only representatives of the State of Oklahoma on NLC steering committees. Having them give up their committee memberships is a loss for the City and the State but at this time it is the only way to make the point that OML must serve the needs of all cities not just the few with representation on the Board.

The Staff recommends that the City Council approve the attached resolution.

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

Broken Arrow City Council

Meeting of: 03-06-12

Subject: Consideration and possible approval of a resolution of the City Council of the City of Broken Arrow declining membership in the Oklahoma Municipal League

Cost: Savings of \$49,967.63

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

Reviewed By: Legal Department

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

**Attachments: Resolution of the City Council of the City of Broken Arrow declining membership in the Oklahoma Municipal League
Letter from Mayor Lester, Subject: OML Service and Governance Improvements, Dated 12-22-11**

Recommendation: Approve the attached resolution

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



RECEIVED

DEC 28 2011

December 22, 2011

Homer Nicholson, Mayor
516 E. Grand Ave.
City of Ponca City
Ponca City, OK 74601

City Manager's Office

Subject: OML Service and Governance Improvements

Dear Mayor Nicholson:

First, allow me to thank you and those from the Oklahoma Municipal League for both your attendance and your participation in our November 18, 2011, meeting in Broken Arrow. The first step toward resolving issues is to sit down at the same table.

Please allow me to summarize the key issues which were discussed during our meeting.

1. No one with *municipal experience* is currently on the OML staff and therefore there is insufficient background knowledge of local needs as it pertains to municipal operations and policy development.
2. No full-time *lobbyist* is on the OML staff nor is there a full-time lobbyist consultant to fulfill these needs either during or after a legislative session.
3. OML *governance* does not reflect the population distribution in the State to more dense urban communities and therefore the weight of the board's decision making is skewed in favor of a more rural perspective.
4. Given the overall concentrations of population and related economies by areas of the State, the lack of OML staff *geographic representation* in eastern and other logical areas of the State would seem to be another cause of deficiency in service delivery and effectiveness for the League's mission.

It is the opinion of the municipalities represented during our meeting, that positive moves by the OML Board in dealing with these issues will move us back in the right direction to active membership. Once the initial movement is made, partial payment of dues will be made. As OML progresses toward all the changes, additional payments will be made. Ultimately, all dues will be made in a timely manner. Our desire, and yours I'm sure, is to have all cities in Oklahoma represented within OML and the privileges provided therein.

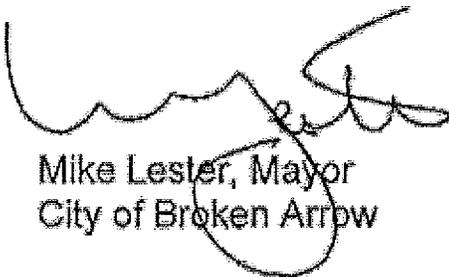
The majority of the cities represented at our meeting strongly believe that the Board needs to add real municipal experience on the staff at the earliest possible date and at the highest level of executive leadership. Therefore, we will need to see movement toward executive management with municipal experience as part of our overall return to OML.

Though we don't need to agree all the time, we do need to trust and respect each other. There needs to be a much better line of constant communication between staff and member cities. We are confident that once the Board addresses each of the four points above, there will be a renewed trust in all of our working relationships.

We look forward to receiving the Board's policy solutions to these issues and the timetable for implementation. Upon receipt of such correspondence it is anticipated that dues payments will be forthcoming as indicated.

Again, thank you for your willingness to both listen and assist us by providing results for a reinvigorated Oklahoma Municipal League.

Respectfully submitted,



Mike Lester, Mayor
City of Broken Arrow

Ray Bowen, Mayor of Bixby
Stan Sallee, Mayor of Collinsville
Tommy Carner, Mayor of Glenpool
Vic Vreeland, Mayor of Jenks
Doug Bonebrake, Mayor of Owasso
Doug Enevoldsen, City Manager of Bixby
David Wooden, City Manager of Broken Arrow
Pam Polk, City Manager of Collinsville
Steve Whitlock, City Manager of Coweta
Ed Tinker, City Manager of Glenpool
Mike Tinker, City Manager of Jenks
Mike Nunneley, City Manager of Mannford
Rodney Ray, City Manager of Owasso

RESOLUTION NO. 733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA DECLINING MEMBERSHIP IN THE OKLAHOMA MUNICIPAL LEAGUE, AUTHORIZING STAFF TO WORK WITH OMRF ON THE CITY'S EMPLOYEE RETIREMENT SYSTEM, DIRECTING STAFF TO EXPLORE OTHER AGENCIES AND NEW ORGANIZATIONS TO ADVANCE ITS INTERESTS, AND AUTHORIZING NOTIFICATION OF THE CITY'S MEMBERSHIP STATUS WITH THE OKLAHOMA MUNICIPAL LEAGUE

WHEREAS, the City of Broken Arrow has been an active member of the Oklahoma Municipal League (OML) for a number of years, with city officials actively participating in OML activities, contributing to the organization, and assisting with other cities to further the mission of good municipal government for all municipalities in the State of Oklahoma; and

WHEREAS, in recent years, the City of Broken Arrow and other municipalities have expressed growing concern that OML is not adequately representing the interests of all of its municipalities, and is not responsive to concerns about the direction of the organization, and at times has pursued goals that are contrary to the interests of the City of Broken Arrow; and

WHEREAS, representatives from numerous municipalities, including the City of Broken Arrow, have discussed and attempted to resolve issues related to management and direction of OML, and have been unable to resolve those issues; and

WHEREAS, management of the City has expressed to OML an unwillingness to continue to participate in OML activities absent substantial and drastic changes in the organization; and

WHEREAS, declining membership in the Oklahoma Municipal League is in the best interest of the citizens of the City of Broken Arrow.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Broken Arrow, Oklahoma, as follows:

1. The City of Broken Arrow declines renewing its membership in the Oklahoma Municipal League as the organization does not effectively represent the best interests of the City of Broken Arrow.
2. The City Manager is authorized, on behalf of the employees of the City, to contact the Oklahoma Municipal Retirement Fund to take those steps necessary to ensure that all retirement benefits of city employees are fully protected and not interfered with by the OML, and to pursue all legal action necessary to protect the retirement benefits of the employees of the City.

3. The City Manager is authorized and directed to explore contracts with other organizations, as necessary, to provide those services needed by the City from a statewide municipal organization, and to report to the City Council any options that might exist. If necessary, city staff is authorized to work with other municipalities to consider and explore the option of the creation and funding of a new organization that would better represent the interest of the City.

4. The City Manager is authorized and directed to notify all organizations, including members of the State Legislature and those others affected by this decision, that the City is no longer a member of OML and that OML does not represent the best interest of the City of Broken Arrow.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL THIS 6TH DAY OF MARCH,
2012.

ATTEST:

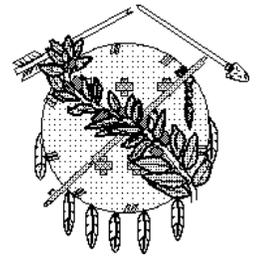
MAYOR

(seal) City Clerk

APPROVED AS TO FORM:

City Attorney

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Consideration of, possible approval of and authorization to execute a Professional Consultant Agreement with R.L. Shears Co. for the planning, scoping and schematic design portion of the Downtown Main Street Streetscapes Phase III, Project No. TIFDT1

Background: On September 20, 2011, the City Council adopted the Downtown Streetscape Guidelines. On October 10, 2011, the City sent out approximately 150 requests for Letters of Interest (LOI) for professional consulting services to implement the approved Guidelines. On October 26, 2011, the City received 44 Letters of Interest from professional consultants concerning the proposed Downtown Main Street Streetscape project. On November 1, 2011, the city sent Statement of Qualifications (SOQ) to the 44 firms submitting letters of interest to the city. On November 15, 2011 20 SOQs were received. On November 30, 2011, the Downtown Streetscape Committee, consisting of DAB members and City Staff, met to discuss the project overview as well as the selection process. On December 7, 2011, the Committee reviewed and scored the SOQs. Five (5) firms were selected for interviews. The interviews were held on December 20, 2011 and the top rated firms by the Downtown Streetscape Committee was RL Shears Co. City Staff has negotiated a professional consultant agreement with R.L. Shears Co. for planning, scoping, and schematic design phases for this project in the amount of \$157,535.00.

Because this agreement will be funded by Tax Increment Financing (TIF), the agreement was taken to the Downtown Advisory Board (DAB) and the Planning Commission. At its meeting of February 14, 2012, the DAB recommended approval of TIF funding for the agreement, but recommended that a Notice to Proceed be issued for only the planning and scoping phases until such time as a specialist in the field of downtown revitalization is hired by the Broken Arrow Economic Development Authority. At its meeting of February 23, 2012, the Planning Commission approved a recommendation to the City Council for approval of the professional consultant agreement.

Based on the above recommendations, the attached agreement with R.L. Shears is scoped and structured to fund the planning, scoping, and schematic design phases. However, prior to Notice to Proceed with the schematic design, Staff will present the findings to the DAB and request a recommendation to proceed.

Funding is available from the TIF.

Cost: \$157,535.00

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

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

City Council

Meeting of 03-06-12

Subject: Approval of and authorization to execute a Professional Consultant Agreement for the Downtown Main Street Streetscapes Phase III, Project No. TIFDT1

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

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

Attachments: Downtown Main Street Streetscapes Phase III Professional Consultant Agreement

Recommendation: Approve and authorize execution of a Professional Consultant Agreement with R.L. Shears Co. for planning, scoping, and schematic design of the Downtown Main Street Streetscapes Phase III.

KDS:tdh

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

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
DOWNTOWN MAIN STREET STREETSCAPES PHASE III
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. TIFDT1**

1.0 Professional Consulting Firm:

1.1 Name: R.L. Shears Company, P.C.

1.2 Telephone No.: 918-582-0612

1.3 Address: 1522 South Carson Avenue, Tulsa, OK 74119

2.0 Project Name/Location: Downtown Main Street Streetscapes Phase III, Main Street from College to Fort Worth, Broken Arrow, Oklahoma.

3.0 Statement of Purpose: Preparation of Traffic and Parking Study and schematic streetscape design for the Downtown Main Street Streetscape Phase III, Main Street from College to Fort Worth.

4.0 Agreement Summary:

4.1 Agreement Amount: \$157,535.00

4.2 Agreement Time: 187 calendar days

4.3 Estimated Construction Cost: \$1,500,000.00

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: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R.L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
DOWNTOWN MAIN STREET STREETSCAPES PHASE III, TIFDT1**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and R.L. Shears Company, P.C. (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to improve Main Street with additional streetscape, widened sidewalks, narrowing roadways and traffic and parking study from College to Fort Worth (PROJECT) in which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the 21st day of February 2012.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment D, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that

are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 7 - LIABILITY

7.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 8.

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

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

7.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 7 shall survive.

ARTICLE 8 - INSURANCE

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

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

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

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the CONSULTANT has acted in good faith and performed his duties in accordance with this AGREEMENT, CONSULTANT shall not be liable to OWNER for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other PROJECT participant to fulfill contractual or other responsibilities to the OWNER, failure to finish or construct the PROJECT in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 14 - TERMINATION

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

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - COMMUNICATIONS

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

OWNER: City of Broken Arrow
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Thomas D. Hendrix, P.E.
Engineering Division Manager (City Engineer)

CONSULTANT: R.L. Shears Company, P.C.
1522 South Carson Avenue
Tulsa, OK 74119
Contact: Robert Shears, ASLA, CLARB
Principal

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 8.

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

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

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultant's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 33.1 above.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:
City of Broken Arrow

Approved as to form:

By Lesli Myers 2-9-12
Assistant City Attorney

By _____
David L. Wooden, City Manager

Date _____

Attest:

City Clerk

CONSULTANT: R.L. Shears Company,
P.C.

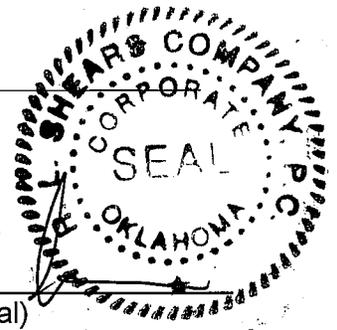
By [Signature]

Title PRESIDENT

Date 2.8.12

Attest [Signature]
Corporate Secretary (Seal)

Date 2.8.12



VERIFICATIONS (If not a corporation)

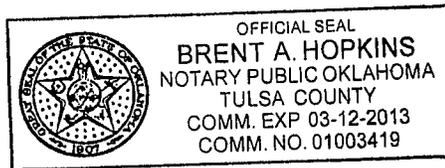
State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 8 day of February, 2012, personally appeared Robert Shears, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: _____ of R.L. Shears Company, P.C. and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

3/12/13

[Signature]
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R.L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
DOWNTOWN MAIN STREET STREETSCAPES PHASE III, TIFDT1**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 21st day of February, 2012.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the Downtown Main Street Streetscapes Phase III Project consist of five design phases and the OWNER has retained their professional services for Phase One - Planning and Scoping and Phase Two - Schematic Design in order to conduct a traffic and parking study, storm water drainage analysis, topographic survey and conceptual streetscape drawings. The CONSULTANT anticipates construction documents will be prepared with the three remaining phases, Preliminary Design, Final Design, and Bidding Phase Services which will be added as an amendment to this agreement.

In addition, the CONSULTANT understands that the OWNER has \$1,500,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT has presented the OWNER an estimate of probable cost for the construction phase of the PROJECT that exceeds the budget and understands that the design will include the entire project area however, the construction scope may be limited or reduced to meet budgeted funds. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 PROJECT SCOPE

CONSULTANT shall provide consulting services as follows:

- Topographical Survey Coordination
- Traffic / Parking Studies
- Storm Water Drainage Analysis
- Conceptual Streetscape Drawings

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 PLANNING AND SCOPING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.2.1 Attend Kick-Off Meeting with City of Broken Arrow Staff.
 - 3.2.2 Identify Key Objectives and Considerations.
 - 3.2.3 Analyze existing ADA conditions.
 - 3.2.4 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails at each 300 foot station throughout the project. Control shall be in accordance with the OWNER'S Engineering Design criteria.
 - 3.2.5 Conduct field topographic survey as necessary, for design of the project.
 - 3.2.6 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.
 - 3.2.7 Analyze existing and planned storm water drainage improvements in and adjacent to the project area and prepare drainage Calculations and Report including the following items:
 - Review report prepared by Crafton, Tull, Sparks, and Associates dated July 1, 2011.
 - Verify drainage patterns on-site.
 - Prepare preliminary report and make recommendations.
 - Review report and recommendations with City Staff and make revisions as requested.
 - 3.2.8 Analyze existing lighting photometrics and examine initial conditions.
 - 3.2.9 Prepare Traffic Study and Parking Analysis including the following items:
 - Traffic Study
 - Collect current weekday and weekend traffic count data on Main south of College and north of Ft. Worth to identify which day experiences the highest traffic volume and what the magnitude of the peaks are that occur during the day.
 - Collect traffic count data when highly attended event is

scheduled at the Broken Arrow Performing Arts Center in order to measure and compare Main Street event traffic with normal peak traffic.

- Collect weekday a.m. and p.m. (and midday if applicable) peak hour manual turning movement counts at 6 intersections in the study area (also include midday peak if one exists).
- Acquire current signal timing information from Owner for the four signalized intersections currently in place on Main Street.
- Develop a Synchro software model of Main Street between Ft. Worth and College.
- Prepare capacity analyses of all 6 intersections using Synchro software (this will identify the level-of-service and average-delay-per-vehicle that would be provided). Capacity analyses will include the existing 4-lane scenario and the potential 3-lane and 2-lane scenarios.

Parking Analysis

- Collect parking occupancy and duration data for 26 block faces in the study area. The data will be collected continually on weekdays between the hours of 9:00am to 5pm in 15 minute increments. The 26 block faces consist of five blocks on Main Street and eight blocks on the four cross streets.
- Develop individual statistics for each block face as well as aggregations for Main Street and as a unit and the cross streets as a unit.
- Inventory existing parking spaces on Main and cross streets for one block either side of Main Street.
- Explore potential opportunities for increasing parking spaces on the cross streets within one block of Main Street.
- Identify the number of parking spaces, if any, that could potentially be gained.
- Prepare Preliminary Traffic and Parking Study Report.
- Review meeting with City Engineering Staff.

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

3.3.1 Finalize preliminary report based on input from review meetings.

3.3.2 Provide options for light fixture and site amenities selections.

3.3.3 Evaluate existing conditions presented in the topographic survey.

3.3.4 Develop Conceptual Streetscape Plan illustrating two and three lane traffic configuration with both angled and parallel parking.

3.3.5 Prepare Presentation Drawings including a rendered site plan, illustrative color sketches or Sketch-Up models.

3.3.6 Prepare estimate of probable cost with a 25% contingency for the recommended concept.

3.3.7 Attend review meeting with City Staff and DAB Subcommittee.

3.3.8 Present concepts and reports to the Downtown Advisory Board (DAB).

3.3.9 Attend Public Workshop.

3.3.10 Response to DAB and public comments.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R.L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
DOWNTOWN MAIN STREET STREETSCAPES PHASE III, TIFDT1**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following compensation and hourly rates shall apply as described in Attachment B and shall be made a part of the AGREEMENT dated the 21st day of February 2012.

1.0 PLANNING AND SCOPING DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 1.1 Photographic Inventory of Project Area;
- 1.2 Topographic Survey;
- 1.3 Preliminary Drainage Analysis Report;
- 1.4 Preliminary Electrical and Lighting Study Report;
- 1.5 Preliminary Parking and Traffic Study Report;
- 1.6 Standard Construction Details;
- 1.7 Standard Construction Drawings; and;

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

- 2.1 Conceptual Streetscape Plan illustrating 1 block of 3 traffic lanes with parallel parking;
- 2.2 Conceptual Streetscape Plan illustrating 1 block of 3 traffic lanes with angled parking;
- 2.3 Conceptual Streetscape Plan illustrating 1 block of 2 traffic lanes with parallel parking;
- 2.5 Conceptual Streetscape Plan illustrating 1 block of 2 traffic lanes with angled parking;
- 2.6 Conceptual Streetscape Site Plan illustrating recommended concept for entire project area;
- 2.7 Typical Sections for Recommended Traffic and Parking Layout;
- 2.8 Illustrative color sketches, 3-D models developed with Sketch-up, and detail plan sheets;
- 2.9 Schematic Street Light and Electrical Plan and Final Report;
- 2.10 Final Drainage Analysis Report;
- 2.11 Final Parking and Traffic Study Report

**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R.L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
DOWNTOWN MAIN STREET STREETSCAPES PHASE III, TIFDT1**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 21st day of February, 2012.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R.L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
DOWNTOWN MAIN STREET STREETSCAPES PHASE III, TIFDT1**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 21st day of February 2012.

1.0 BASIC COMPENSATION

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

- 1.1 Planning and Scoping Phase Payment: The OWNER shall pay the CONSULTANT a Fixed Fee amount of \$80,690.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Schematic Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$76,845.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of February 7, 2012:

Professional Services

Principle Landscape Architect / Project Manager:	\$105.00 / hour
Landscape Architect:	\$85.00 / hour
Landscape Architect Technician II:	\$75.00 / hour
Landscape Architect Technician I:	\$70.00 / hour
Clerical:	\$45.00 / hour

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R.L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
DOWNTOWN MAIN STREET STREETSCAPES PHASE III, TIFDT1**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 21st day of February, 2012. (See Attached Schedule)

1.0 PLANNING AND SCOPING PHASE:

- 1.1 Notice to Proceed: (See Attached Schedule)
- 1.2 Identify Key Objectives and Considerations:
- 1.3 Photo Inventory and Site Investigation:
- 1.4 Topographic Survey:
- 1.5 Analyze Existing ADA Conditions:
- 1.6 Traffic Study
- 1.7 Parking Study:
- 1.8 Drainage Analysis:
- 1.9 Electrical and Lighting Study:
- 1.10 Submit Preliminary Reports:
- 1.11 Review Meeting with Staff & DAB Subcommittee:
- 1.12 Review Meeting with DAB
- 1.13 Public Workshop

2.0 SCHEMATIC DESIGN PHASE:

- 2.1 Notice to Proceed:
- 2.2 Finalize Reports based on review comments:
- 2.3 Conceptual Traffic and Parking Configurations:
- 2.4 Conceptual Streetscape Plans:
- 2.5 Typical Sections:
- 2.6 Detail Streetscape Plan Sheets:
- 2.7 Presentation Drawings:
- 2.8 Review Meeting with Staff and DAB Subcommittee:
- 2.9 Review Meeting with DAB:
- 2.10 Public Workshop:

Attachment B-1 Project Schedule

ATTACHMENT E
CITY OF BROKEN ARROW DOWNTOWN MAIN STREET
STREETSCAPE PHASE III

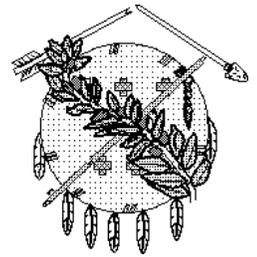
Task Name	Duration (Days)	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
		0 - 30	31 - 60	61 - 90	91 - 120	121 - 150	151 - 180	181 - 210
PHASE 1	97							
Planning and Scoping Phase		▼	▼	▼	▼	▼	▼	
Notice to Proceed		▼	▼	▼	▼	▼	▼	
Identify Key Objectives and Considerations	30	▼	▼	▼	▼	▼	▼	
Photo Inventory and Site Investigation	14	▼	▼	▼	▼	▼	▼	
Topographic Survey	30	▼	▼	▼	▼	▼	▼	
Analyze Existing ADA Conditions	14	▼	▼	▼	▼	▼	▼	
Traffic Study	30	▼	▼	▼	▼	▼	▼	
Parking Study	45	▼	▼	▼	▼	▼	▼	
Drainage Analysis	30	▼	▼	▼	▼	▼	▼	
Electrical and Lighting Study	14	▼	▼	▼	▼	▼	▼	
Submit Preliminary Reports				◆				
Review Meeting with Staff & DAB Subcommittee				◆				
Review Meeting with DAB				◆				
Public Workshop				◆				
PHASE 2	90							
Schematic Design Phase					▼	▼	▼	
Finalize Reports based on review comments	14				▼	▼	▼	
Conceptual Traffic and Parking Configurations	21				▼	▼	▼	
Conceptual Streetscape Plans	60				▼	▼	▼	
Typical Sections	14				▼	▼	▼	
Detail Streetscape Plan Sheets	30				▼	▼	▼	
Presentation Drawings	45				▼	▼	▼	
Submit Plans							◆	
Review with Staff and DAB Subcommittee							◆	
Presentation at DAB Meeting							◆	
Public Workshop							◆	
PHASE 3	TBA							
PRELIMINARY DESIGN								
PHASE 4	TBA							
FINAL DESIGN								
PHASE 5	TBA							
BIDDING								

2/16/2012

Broken Arrow Main Street Streetscape Project Phase III

Milestone ◆
Task ▼

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Consideration of and possible approval of the use of Tax Increment Financing (TIF) District funds for the purchase of property at 112 North Main Street

Background: The City is responsible for a 13.715 million dollar Tax Increment Financing District that encompasses the square mile from Kenosha to Houston and Elm Place to 9th Street. This TIF will be paid off by a combination of new property taxes generated by the TIF and new sales taxes in the TIF area. At the present time it is anticipated that the ad valorem taxes will pay back 49 percent of the loan and the sales taxes will pay the remaining 51 percent.

The initial allocation of funds was 7.715 million dollars for the FlightSafety project and associated infrastructure and financing costs. The remaining 6 million dollars was set aside to encourage downtown redevelopment. As of this date none of the 6 million dollars for downtown revitalization has been expended. The City did set up a credit line of 3 million dollars worth of funds for downtown revitalization to be spent as directed by the City Council. The remaining 3 million dollars will be set up when the initial funding is expended.

The Downtown Advisory Board recommended and the City Council approved the following allocation of Tax Increment Financing (TIF) Funds:

Public Improvements	\$2,500,000
Property and Structure Acquisition	\$3,000,000
Incentive Financing	\$500,000

In exchange for the Broken Arrow School District's agreement to the TIF, the City Council agreed to purchase, with TIF funds, the Broken Arrow School District's property at 112 N. Main (Old Franklin Hospital) and the Education Service Center north of the Performing Arts center. Since that agreement the Broken Arrow School District has decided to not sell the Education Service Center property which has reduced the income available to repay the TIF loans. The City staff has received an appraisal from the Broken Arrow School District setting the value of the property at 112 N. Main at \$423,900.

The City is working with MVA, d/b/a/ Military History Museum to establish a Museum of Military History in the building at 112 North Main Street. The Military History Museum will house several display rooms of over 2,000 military artifacts, documents, and memorabilia representing all of the uniformed services from the American Revolution to Desert Storm. In addition, the J.M. Davis Arms Museum of Claremore and Tulsa University's Library Collection and Archives will participate with displays.

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

City Council

Meeting of: 03-06-12

**Subject: Approval of the use of Tax Increment Financing (TIF) District funds
for the purchase of property at 112 North Main Street**

Because this property purchase will be funded by Tax Increment Financing (TIF), use of TIF funds was taken to the Downtown Advisory Board (DAB) and the Planning Commission. At its meeting of February 14, 2012, the DAB recommended approval of TIF funding for the property acquisition, and the Planning Commission approved a recommendation to the City Council for approval of the use of TIF funds at its meeting of February 23, 2012. Cost is to be applied towards the Property Acquisition amount.

Cost: \$423,900

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

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

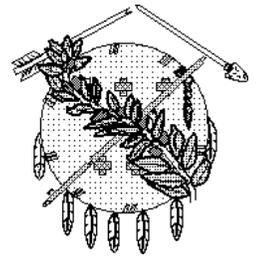
Approved By: David L. Wooden, P.E., City Manager

Attachments: None

Recommendation: Approve the use of TIF funds to purchase the property at 112 North Main Street

KDS:tdh

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Consideration of and possible approval of the use of Tax Increment Financing (TIF) District funds for development of north side parcels of Hillside Park (Tiger Hill)

Background: The City is responsible for a \$13.715 million Tax Increment Financing District that encompasses the square mile from Kenosha to Houston and Elm Place to 9th Street. This TIF will be paid off by a combination of new property taxes generated by the TIF and new sales taxes in the TIF area. At the present time it is anticipated that the ad valorem taxes will pay back 49 percent of the loan and the sales taxes will pay the remaining 51 percent.

The initial allocation of funds was \$7.715 million for the FlightSafety project and associated infrastructure and financing costs. The remaining \$6 million was set aside to encourage downtown redevelopment. As of this date none of the \$6 million for downtown revitalization has been expended. The City did set up a credit line of \$3 million for downtown revitalization to be spent as directed by the City Council. The remaining \$3 million will be set up when the initial funding is expended.

The Downtown Advisory Board recommended and the City Council approved the following allocation of Tax Increment Financing (TIF) Funds:

Public Improvements \$2,500,000
Property and Structure Acquisition \$3,000,000
Incentive Financing \$500,000

To date the development of the north side parcels of the Hillside Park (Tiger Hill) project has been accomplished without any significant outlay of TIF funds. Design has been accomplished in-house, force account labor and equipment relocated the 24-inch water line for only the cost of materials, and much of the rough grading work has been accomplished through an agreement with the Hillside Plaza developer on the north side of the Broken Arrow Expressway. However, procurement and erection of the retaining wall, completing the grading, and providing erosion control must be contracted at an estimated cost of \$1,100,000 (attached). Staff proposes that this work be accomplished using TIF funds.

Because this development is proposed to be funded by Tax Increment Financing (TIF), use of TIF funds was taken to the Downtown Advisory Board (DAB) and the Planning Commission. At its meeting of February 14, 2012, the DAB recommended approval of TIF funding for the development, and the Planning Commission approved a recommendation to the City Council for approval of the use of TIF funds at its meeting of February 23, 2012. Cost is to be applied towards Public Improvements

Cost: \$1,100,000

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

City Council

Meeting of: 03-06-12

**Subject: Approval of the use of Tax Increment Financing (TIF) District funds
for development of north side parcels of Hillside Park (Tiger Hill)**

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

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

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

**Attachments: Site Plan
Cost Estimate**

**Recommendation: Approve the use of TIF funds to complete the development of the north side parcels on
Hillside Park (Tiger Hill)**

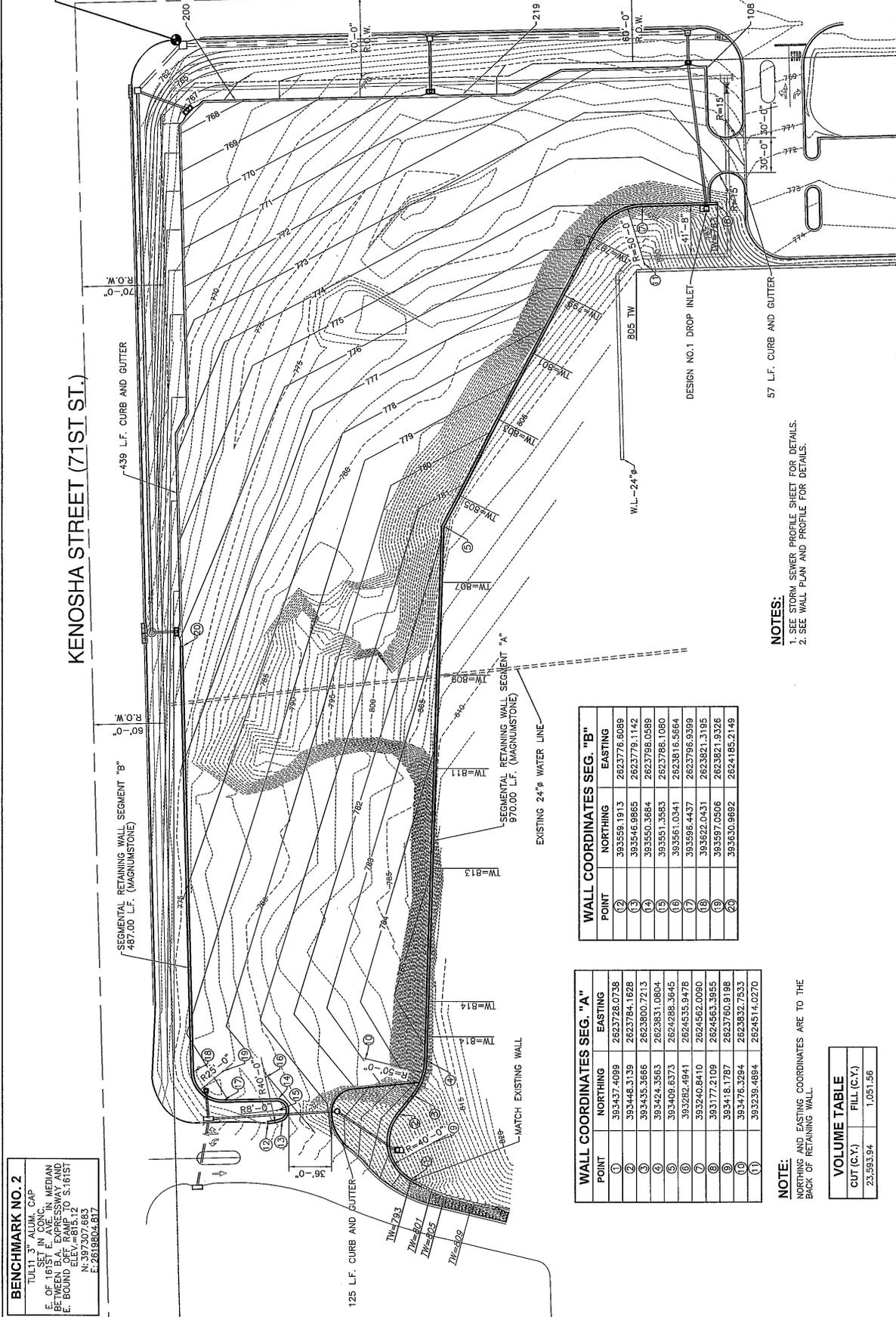
ACTION: APPROVAL: _____ APPROVAL W/ CONDITION: _____ DENIAL: _____ TABLED: _____ VOTE: _____

BENCHMARK NO. 2
 TULLY 3" ALUM. CAP
 E. OF 161ST ST. IN AVE. IN MEDIAN
 BETWEEN B.A. EXPRESSWAY AND
 E. BOUND ELEV. PINS TO S.161ST
 N: 397207.683
 E: 2619204.817

BENCHMARK NO. 1
 FOUND CHISELED BOX
 N. 1715
 N: 393638.0160
 E: 2624703.0160

KENOSHA STREET (71ST ST.)

9TH STREET (S.177TH E. AVE.)



WALL COORDINATES SEG. "B"

POINT	NORTHING	EASTING
1	385559.1913	2623776.6089
2	385546.8965	2623779.1142
3	385550.3684	2623786.0589
4	385551.3583	2623785.1050
5	385561.0341	2623816.5664
6	385586.4437	2623786.9389
7	385822.0431	2623821.3195
8	385587.0506	2623821.6326
9	385630.9692	2624185.2149

WALL COORDINATES SEG. "A"

POINT	NORTHING	EASTING
1	393437.4099	2623728.0738
2	393448.3139	2623784.1628
3	393435.3666	2623800.7213
4	393424.3563	2623831.0804
5	393409.6373	2624288.3645
6	393292.4941	2624535.9478
7	393240.8410	2624562.0080
8	393177.2109	2624563.3965
9	393416.1787	2623760.9196
10	393476.3294	2623832.7533
11	393239.4884	2624514.0270

NOTE:
 NORTHING AND EASTING COORDINATES ARE TO THE
 BACK OF RETAINING WALL.

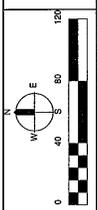
VOLUME TABLE

CUT (C.Y.)	FILL (C.Y.)
23,593.94	1,051.56

NOTES:
 1. SEE STORM SEWER PROFILE SHEET FOR DETAILS.
 2. SEE WALL PLAN AND PROFILE FOR DETAILS.

REVISIONS

DATE	DESCRIPTION



**BROKEN ARROW
 HILLSIDE PARK**

PROPOSED GRADING PLAN

DESIGN	DATE	DRAFTED	DATE
KCS	7/18/11	DDS	7/18/11
REVIEWED	DATE	APPROVED	DATE
KCS	7/18/11	KCS	7/18/11
DRAWING NAME:	SHEET	OF	PROJECT NO.
PLAN	7	15	101708

**CITY OF BROKEN ARROW
HILLSIDE PARK SITE DEVELOPMENT
CONSTRUCTION COST ESTIMATE**

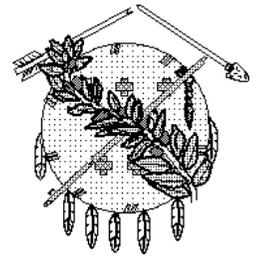
Date: 2/9/2012
 Engineer: KDS
 Type: Final (Enter: Planning, Conceptual, Preliminary, Final, Actual)
 Year: 2012
 Horizon: 1 (Enter: 1 - 1 Yr, 2 Yr; 2 - 2 Yr, 5 Yr, 3 - 5 Yr, 10 Yr)
 Annual Inflation: 2.50%
 Contingency: 10.00%

Pay Item Description	Units	Quantity	Unit Cost Contingency	Extension
Sanitary Sewer				
Clearing and Grubbing	LS	1.00	\$5,500.00	\$5,500.00
Unclassified Excavation	CY	23,600.00	\$13.20	\$311,520.00
Temporary Bale Barrier	LF	50.00	\$22.00	\$1,100.00
Temporary Silt Fence	LF	1,432.00	\$3.30	\$4,725.60
Temporary Sediment Filter	EA	6.00	\$385.00	\$2,310.00
Temporary Siltation Basin	LS	1.00	\$2,750.00	\$2,750.00
Temporary Silt Dike	LF	1,385.00	\$3.85	\$5,332.25
Solid Slab Sodding	SY	6,000.00	\$2.20	\$13,200.00
Concrete Curb and Gutter	LF	1,148.00	\$16.50	\$18,942.00
4'-0" I.D. Manhole	EA	1.00	\$2,420.00	\$2,420.00
4'-0" I.D. Manhole Additional Depth	VF	0.50	\$242.00	\$121.00
Standard Median Drain	EA	1.00	\$3,850.00	\$3,850.00
Design No. 1 Inlet	EA	2.00	\$4,400.00	\$8,800.00
24" HDPE Pipe	LF	41.65	\$132.00	\$5,497.80
18" HDPE Pipe	LF	204.16	\$77.00	\$15,720.32
15" HDPE Pipe	LF	182.52	\$66.00	\$12,046.32
Removal of Structures	LS	1.00	\$11,000.00	\$11,000.00
Construction Staking	LS	1.00	\$5,500.00	\$5,500.00
BA Recessed Inlet, 8'x3'	EA	1.00	\$5,500.00	\$5,500.00
BA Recessed Inlet, 4'x3'	EA	3.00	\$4,950.00	\$14,850.00
Magnumstone Retaining Wall	SF	26,768.00	\$24.20	\$647,785.60
			Sub-Total =	\$1,098,470.89

2012 Total Construction Cost = \$1,098,470.89

2013 Total Construction Cost = \$1,125,900.00

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the Department of Engineering and Construction
Subject: Consideration of and possible approval of bids received, award of the lowest responsible bid to Tulsa Dynaspan, Inc., and authorization to execute a contract for procurement of concrete retaining wall blocks for Hillside Park (north side Tiger Hill) and the utilization of Tax Increment Fund (TIF) District funds for the procurement of the retaining wall blocks

Background: Rough grading and water line relocation for the commercial sites on the north side of Hillside Park (Tiger Hill) are almost complete. The retaining wall will require approximately 3,350 2' by 4' by 2' modular concrete blocks identical to the ones used on the south, east, and west sides for Flight Safety. Because of the lead time required for manufacture and delivery of the concrete blocks for the retaining wall, Staff decided to procure the blocks in advance of the contract for installation. The procurement contract was advertised on January 20 and 27, 2012, and bids were opened on February 15, 2012. Two bids were received. The low bidder was Tulsa Dynaspan, Inc., at \$291,704.28. A contract for installation of the wall was advertised on February 24, 2012.

This procurement will be funded by Tax Increment Financing (TIF) District. Approval of the City Council is required for the use of TIF funding. Funding will come from the Public Improvements allocation of the TIF.

Cost: \$291,704.28

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

Reviewed By: General Services Department
Development Services Department
Finance Department
Economic Development Coordinator
Legal Department

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

Attachments: Bid Summary

Recommendation: Approve bids received, award the lowest responsible bid to Tulsa Dynaspan, Inc, and authorize execution of a contract for procurement of modular blocks to construct a retaining wall for the northside parcels of Hillside Park, and authorize the use of TIF funds for this procurement.

KDS:tdh

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

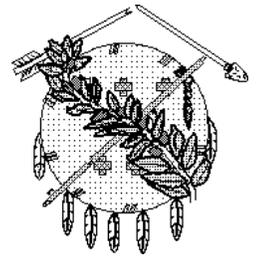
BID SUMMARIES

RFP NUMBER 12.149
DATE: February 15th, 2012
TIME: 10:30
SUBJECT: Retaining Wall System

BIDDER	BASE BID	TOTAL BID AMOUNT
TULSA DYNASPAN		\$291,704.28
HAWK PRECAST		\$359,146.00

BIDS WERE SENT TO 9 VENDORS

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: General Services Department
Subject: Consideration of and discussion of a plan to provide for a change in refuse service to a volume-based program with provisions to include single stream recycling when facilities for single stream recyclables become available, and authorization for staff to conduct meetings in each ward and to prepare a final plan based upon citizen input and Council direction

Background: On December 20, 2011 the City Council directed staff to present and recommend a plan to provide for a change in refuse service to a once a week volume-based service with provisions to include single stream recycling when facilities for single stream recyclables become available.

The attached refuse collection plan is based on:

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

The City staff will post on electronic media the proposed changes to the sanitation system. In April and May 2012, the City will conduct meetings in each ward to obtain citizen input on the proposed plan. Based on input from the ward meetings, the Council will direct Staff to prepare and present a final plan for review and approval.

Cost: To be determined

Prepared By: Lee Zirk, General Services Director

Reviewed By: Finance Department
Legal Department

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

Attachments: Refuse Plan

Recommendation: Authorize staff to conduct meetings in each ward in April and May 2012 and propose a final plan based on citizen input and Council direction.

Residential Refuse Collection Plan

On 12-20-11 the City council authorized staff to present and recommend a plan for consideration to provide for a change in refuse service to a once a week volume based service with provisions to include single stream recycling when facilities for single stream recycling become available and transition to a fully automated system as soon as feasible. A cart based, PAYT system is the best means by which this can happen. With a cart based system already in place, single stream recycling can be integrated by adding recycling carts and additional trucks and routes.

Recommendations:

Collection frequency	Once-a-week
Rate	Variable subscription, based on container size and quantity of containers
Extra Refuse	Establish fees for extra refuse beyond container size with pre-paid coded bags
City issued bags	Eliminated
Collection container	Cart based-City supplied and owned
Collection type	Semi Automated—with future plan to go fully automated
Number of Pick up days	Four - Monday, Tuesday, Wednesday, Thursday
Holiday make up	Shift collection days – routes must be picked up
Disabled Service	Establish criteria for front of house pickup
Bulky/Special Pickups	Call-in basis; Pickups scheduled weekly on specific days; Establish new fees based on volume
Yard Waste	No separate yard waste collection
Community Education	Establish a community education campaign on waste reduction, recycling, and green waste solutions
Recycling	When MRF is available, plan single stream recycling-add carts and new routes
Green Waste	Provide a Green Waste Site for city and citizen use

Collection Frequency

Using standard containers and automated or semi-automated systems we can expect to save up to 48 % on fuel costs and reduce routes from 14 to 10 by switching to once per week

Rate

The current refuse rate is the same for each customer without regard to how much refuse they generate. The new variable rate allows our customers who generate less refuse to subscribe to a smaller cart at a lower rate. Those who generate less trash or recycle more can reduce their refuse costs. Conversely, those customers who generate more waste can choose to add a second cart for an additional monthly fee or by pre-paid extra refuse bags for use on an as needed basis. Until curb side recycling becomes available we estimate (1 out of 5) 18 % (6,400 accounts) will subscribe to an additional cart. One standard size, 96 gallon, cart will meet most residential needs. It is anticipated three rates for will be made available: 32, 64 and 96 gallon subscriptions

with an additional charge per extra cart. See Attachment I for preliminary rates and attachments II & III for projected income statements based on recommendations above

Extra refuse

New language in the ordinances will be necessary for this cart based system and must include how additional refuse beyond the container will be billed as well as a number of cart specific needs. As a variable subscription, volume based system, additional charges for refuse beyond the capacity of the cart is necessary. The current practice is using the refuse crew to record the extra refuse to be applied to the bill. Upon receipt of the utility bill many residents challenge the validity of the extra charge and do not believe they had the amount of extra bags set out as recorded by the crew. The crew's record is all we have and it becomes an issue of who is correct, the customer usually does not agree with the charges. Another means to provide reliable extra refuse billing is to require extra refuse to be placed in special marked or colored bags which the customers would purchase at local retail stores or municipal offices. Extra refuse not in these bags would not get picked up. The cost of these bags includes the extra refuse charge and eliminates any question of improper billing. As we move to full automation we will need to eliminate extra refuse pick up and have a plan for residents to dispose of extra refuse, such as a drop off center or to include it with bulk/special pick up service. Automation is not conducive to picking up extra refuse along with the cart as it reduces the efficiency of the automated service.

City issued bags

Carts will be supplied, issued bags will be eliminated. It is recommended however, that residents be encouraged to bag the trash to prevent trash spillage on windy days when cart is being dumped.

Collection container

It is anticipated this cart based system will be City supplied and owned. The total capital investment is expected to be \$2.2 million which includes the carts, truck modifications, cart assembly, delivery and spare inventory. The eventual rate we charge for refuse service should include a cart depreciation factor and a contingency factor to cover costs related to replacement, theft, damage and other loss related to the carts.

Collection type

Begin with semi-automated. Our existing refuse fleet can be converted to semi-automation for cart tipping and later a switch to a fully automated refuse trucks routes can be phased in. In this way we can plan to take advantage of automation efficiencies without the initial capital investment of replacing the entire fleet prior to the end of its useful life. As the move is made to full automation we will need to address the issues of extra refuse and educate the public on proper cart placement.

Number of Pick up days

It is expected we will continue with a four day pickup schedule. Monday, Tuesday, Wednesday and Thursday. Friday will be used as a maintenance day and a route day for holiday make-ups. Once-a-week service will require changes to the route size and the collection day for customers. As much as three fourths of the residents will be required to move to a new pick up day.

Holiday make up

Holidays will need to be made up and cannot be skipped as we currently do with most holidays. Attachment V, similar to our current shift in holiday pick-up, shows the proposed holiday pick up schedule.

Disabled Service

Carts may be too difficult for elderly or disabled people. The smaller 32 and 64 gallon carts will be suggested for these situations, however if this is not suitable, we expect to provide disabled service as we currently do by picking up the refuse at the garage door. With carts, we will need to return the cart back to the door. This will take considerable time and it is suggested that all customers wishing to receive this service show proof of disability for the household. We do not currently require disability proof.

Bulky/Special Pickups

Broken Arrow's current method is to pick up as much as possible with the refuse truck. We only charge for large items such as couches, appliances and the like. When an item cannot be picked up by the crews, it is left behind for a later special pick up. With a variable subscription service, items not fitting in the cart or the pre paid extra waste bag will be picked up under the customer requested Bulky/Special pick-up service. Our current rates for this service vary and pricing can be difficult for customers to figure out. It is suggested a charge based on a cubic yard be established and applied to all items.

Yard Waste

Although no separate yard waste collection is recommended at this time, it is something that should be considered for the future, particularly during the growing season and as a component of recycling. This service cannot be provided without a permitted compost facility. In the mean time, reduction of green waste should be part of our community education.

Community Education

Once most of the program design decisions have been made, we must begin a public education and outreach effort through the use written materials, bill inserts, web site information, press releases, the TV channel etc. The goal of education and outreach is to provide residents with the information they need to understand and fully participate in the new program. This should take place approximately 3 to 6 months before program implementation. See Attachment IV, Implementation Plan. Residents will need to be informed about the underlying rationale behind the cart program and the exact structure of the new system. Specific information can include:

- A discussion of waste management goals and how PAYT will help meet them.
- The container types that will be used.
- The types and costs of all services offered, including the future recycling and a transition to a fully automated system.
- The schedule for collections.
- The means by which fees will be collected (i.e., billing for can subscription level, the purchase of bags, and other charges).
- Plans if any for enforcement and penalties of noncompliance.

- Establish an aggressive community education campaign on waste reduction, recycling, and green waste solutions

Recycling

When the means to provide city wide recycling become available the establishment of additional routes, carts and education can begin and become to be integrated with the solid waste program.

Green Waste

See Yard Waste above

Attachment I
Proposed rate schedule

The proposed rates shown below are based on the current proposed plan. After the ward input meetings, the Council will determine what changes and services are to be offered. Based on this direction the staff will update the implementation plan and rate schedule for presentation to the council for approval.

Item	Current System	Proposed PAYT System
Pick up Frequency	Twice per week	Once per week
Monthly Rate	\$15.50	\$15.50 - 96 Gallon \$12.00 – 64 Gallon \$ 9.00 – 32 Gallon \$ 6.50 – Additional Cart
Bags	Free	Cart provided
Set out limits	Unlimited	Contents of cart
Extra waste not in cart	Not Applicable	\$1.50 per bag-requires pre-paid bag
Yard waste	10 bags with \$1 for each bag over 10	Limited by cart
Special Pickups	\$5-\$15 for various appliances/furniture	\$10 per cubic yard
Bulky Pickup	\$30 for pick up load \$75 for Dump Truck	\$10 per cubic yard

Attachment II
Budget Overview

CITY OF BROKEN ARROW
BROKEN ARROW MUNICIPAL AUTHORITY
SANITATION UTILITY INCOME STATEMENT

	ANNUAL BUDGET	CURRENT SYSTEM			VOLUME BASED SYSTEM					
		2012	2013	2014	2014	2015	2016	2017	2018	
REVENUES:										
CHARGES FOR SERVICES:	5,337,300	5,869,770	6,059,795	6,495,303	6,624,699	6,756,758	6,891,395	7,028,734		
FINES, FORFEITURES & ASSESSMENTS	111,449	112,563	113,689	113,689	114,826	115,974	117,134	118,305		
INTEREST INCOME	18,775	18,963	19,153	19,153	19,345	19,538	19,733	19,930		
GENERAL REVENUE OVERHEAD	88,375	89,259	90,152	90,152	91,054	91,965	92,885	93,814		
TOTAL CURRENT REVENUE	5,555,899	6,090,555	6,282,789	6,718,297	6,849,924	6,984,235	7,121,147	7,260,783		
DIRECT OPERATING EXPENSES	4,546,700	4,645,091	4,746,054	4,136,087	4,226,948	4,315,227	4,405,766	4,498,634		
INDIRECT OPERATING EXPENSE	1,292,307	1,305,230	1,318,282	1,318,282	1,331,465	1,344,780	1,358,228	1,371,810		
TOTAL OPERATING EXPENSES	5,839,007	5,950,321	6,064,336	5,454,369	5,558,413	5,660,007	5,763,994	5,870,444		
NET OPERATING INCOME (LOSS)	(283,108)	140,234	218,453	1,263,928	1,291,511	1,324,228	1,357,153	1,390,339		
OTHER FINANCING SOURCES (USES) - CAPITAL OUTLAY	(444,200)	(466,410)	(489,731)	(489,731)	(514,218)	(539,929)	(566,926)	(595,273)		
NET INCOME (LOSS)	(727,308)	(326,176)	(271,278)	774,197	777,293	784,299	790,227	795,066		

Assumptions:

18% of customers will subscribe to an extra cart

5% of customers will subscribe to a smaller cart

9,500 additional PAYT bags per month will be purchased

Attachment III
Budget Detail

**CITY OF BROKEN ARROW
BROKEN ARROW MUNICIPAL AUTHORITY
SANITATION UTILITY INCOME STATEMENT**

	ANNUAL BUDGET 2012	CURRENT SYSTEM				VOLUME BASED SYSTEM			
		2013	2014	2014	2014	2015	2016	2017	2018
OPERATING REVENUES:									
CHARGES FOR SERVICES:									
SANITATION	5,288,700	5,820,684	6,010,218	5,870,088	5,987,412	6,107,154	6,229,230	6,353,766	
PAY AS YOU THROW PICK-UPS	0	0	0	134,520	137,210	139,957	142,761	145,621	
SPECIAL REFUSE PICK-UP	41,700	42,117	42,538	42,538	42,963	43,393	43,827	44,265	
BAG SALES / EXTRA CART	6,900	6,969	7,039	448,157	457,114	466,254	475,577	485,082	
TOTAL CHARGES FOR SERVICES	5,337,300	5,869,770	6,059,795	6,495,303	6,624,699	6,756,758	6,891,395	7,028,734	
FINES, FORFEITURES & ASSESSMENTS	111,449	112,563	113,689	113,689	114,826	115,974	117,134	118,305	
INTEREST INCOME	18,775	18,963	19,153	19,153	19,345	19,538	19,733	19,930	
GENERAL REVENUE OVERHEAD	88,375	89,259	90,152	90,152	91,054	91,965	92,885	93,814	
TOTAL CURRENT REVENUE	5,555,899	6,090,555	6,282,789	6,718,297	6,849,924	6,984,235	7,121,147	7,260,783	
DIRECT OPERATING EXPENSES:									
SALARIES & WAGES	1,264,600	1,302,538	1,341,614	1,004,705	1,034,846	1,065,891	1,097,868	1,130,804	
EMPLOYEE BENEFITS	589,600	607,288	625,507	468,415	482,467	496,941	511,849	527,204	
PROF. & TECHNICAL SERVICES	1,700	1,717	1,734	1,734	1,751	1,769	1,787	1,805	
PROPERTY SERVICES	40,200	40,602	41,008	41,008	41,418	41,832	42,250	42,673	
CONTRACT LANDFILL	792,000	815,760	840,233	760,258	783,066	806,558	830,754	855,677	
OTHER SERVICES - NET OF PILOT & O/H	381,300	385,113	388,964	388,964	392,854	396,783	400,751	404,759	
PILOT FEE	428,200	432,482	436,807	495,674	505,464	510,519	515,624	520,780	
GENERAL FUND OVERHEAD FEE	190,000	191,900	193,819	193,819	195,757	197,715	199,692	201,689	
MATERIALS & SUPPLIES	495,100	500,051	505,052	333,427	336,761	340,129	343,530	346,965	
SANITATION TRASH BAGS	364,000	367,640	371,316	0	0	0	0	0	
CART DEBT SERVICE & DEPRECIATION	0	0	0	448,083	452,564	457,090	461,661	466,278	
TOTAL DIRECT OPERATING EXPENSES	4,546,700	4,645,091	4,746,054	4,136,087	4,226,948	4,315,227	4,405,766	4,498,634	
INDIRECT OPERATING EXPENSES									
BAMA OVERHEAD *	1,292,307	1,305,230	1,318,282	1,318,282	1,331,465	1,344,780	1,358,228	1,371,810	
TOTAL OPERATING EXPENSES	5,839,007	5,950,321	6,064,336	5,454,369	5,558,413	5,660,007	5,763,994	5,870,444	
NET OPERATING INCOME (LOSS)	(283,108)	140,234	218,453	1,263,928	1,291,511	1,324,228	1,357,153	1,390,339	
OTHER FINANCING SOURCES (USES):									
SANITATION CAPITAL OUTLAY	(352,000)	(369,600)	(388,080)	(388,080)	(407,484)	(427,858)	(449,251)	(471,714)	
BAMA OVERHEAD CAPITAL	(92,200)	(96,810)	(101,651)	(101,651)	(106,734)	(112,071)	(117,675)	(123,559)	
NET OTHER SOURCES (USES)	(444,200)	(466,410)	(489,731)	(489,731)	(514,218)	(539,929)	(566,926)	(595,273)	
NET INCOME (LOSS)	(727,308)	(326,176)	(271,278)	774,197	777,293	784,299	790,227	795,066	

Assumptions:

18% of customers will subscribe to an extra cart
5% of customers will subscribe to a smaller cart
9,500 additional PAYT bags per month will be purchased

Attachment IV
Proposed Implementation plan

18 Months before Implementation

Select PAYT System

Ward meetings to discuss changes to refuse system

Council directs staff to develop PAYT system based on input from their respective Ward meetings

15 Months before Implementation

Present selected system and proposed implementation plan to council for approval

Secure loan for cart purchase

Develop final implementation plan and timeline

Develop new route plan

Develop rate structure, budget requirements and billing system-present to council for approval

12 Months before Implementation

Identify vendors, develop specifications, solicit bids for the purchase and distribution of carts

Identify vendors, develop specifications, and solicit bids for additional waste bags and the retail distribution logistics

9 Months before Implementation

Draft changes to ordinances

Define enforcement responsibilities

Plan education and outreach of PAYT system

6 Months before Implementation

Prepare staff to address residents concerns and questions

Begin education and outreach of PAYT system

Develop phase-in strategy (e.g., collect all wastes for several weeks, leave “error tags” where needed to educate customers that only correctly paid and packaged trash will be collected in the future).

3 Months before Implementation

Retailers begin selling additional refuse bags to residents

Enact new/changes ordinances

Continue education and outreach of PAYT system

Implementation

Cart distribution begins

New route schedule begins

Phase in period begins

Ongoing

Issue program reports to City Manager and Council

Monitor program and consider adjustments as needed

Revise and distribute new public education materials as needed

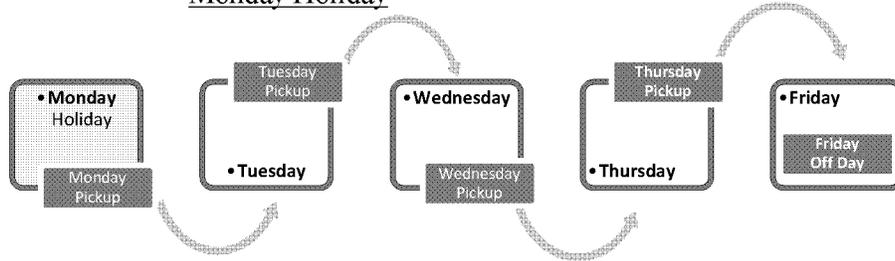
Develop Yard Waste Program/Green Waste site

Develop plan for recycling

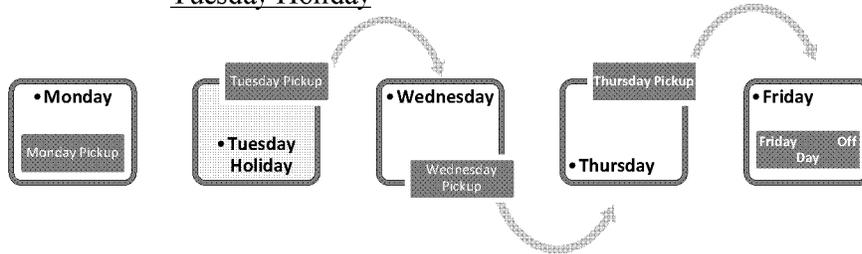
Attachment V

Proposed One-A-Week Holiday Refuse Pick Up Schedule (Monday, Tuesday, Wednesday, Thursday)

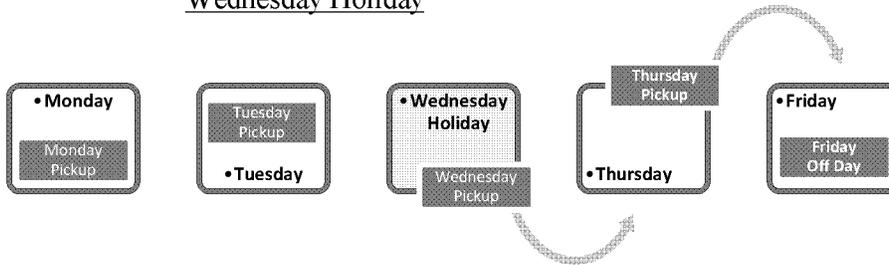
Monday Holiday



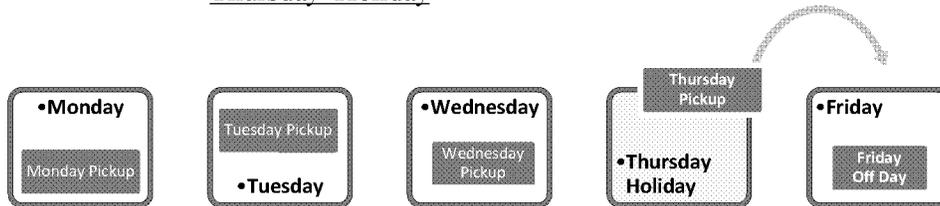
Tuesday Holiday



Wednesday Holiday



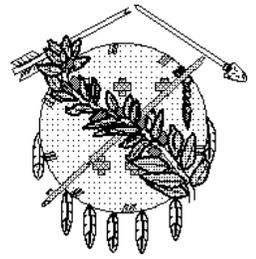
Thursday Holiday



Thanksgiving Holiday



Broken Arrow City Council
Meeting of: 03-06-12



To: Mayor and City Council
From: Office of the City Manager
Subject: Consideration of and possible approval for City Manager, Mr. Dave Wooden, to complete Mayor Mike Lester's term on the Transportation Committee of the Indian Nations Council of Governments (INCOG)

Background: Due to time constraints and scheduling conflicts, Mayor Lester is unable to attend the INCOG Transportation Committee meetings. The Mayor requests that Mr. Wooden complete his term on the Transportation Committee.

Cost: None

Prepared By: Mary E. Bryce, City Clerk

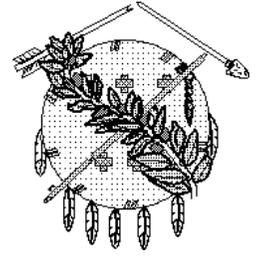
Reviewed By: Legal Department

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

Attachments: Letter and Ballot from Oklahoma Municipal Assurance Group

Recommendation: Authorize appointment of Mr. Dave Wooden to complete Mayor Mike Lester's term on the Transportation Committee of the Indian Nations Council of Governments (INCOG).

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Department of Development Services
Subject: Consideration of and possible approval of the appointment of Michelle Bergwall to the Downtown Advisory Board

Background: On February 21, 2012, the City Council approved the nomination of Michelle Bergwall to the Downtown Advisory Board (DAB). Ms. Bergwall will be replacing Kay Long on the Board. Upon final approval; the term for Ms. Bergwall will expire on October 1, 2013.

Cost: None

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

Reviewed By: Legal Department

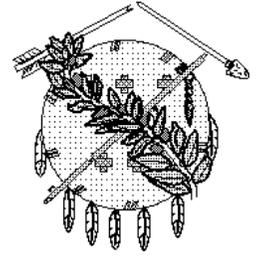
Approved By: David L. Wooden, P.E., City Manager

Attachments: Downtown Advisory Board Appointments

Recommendation: Approve the appointment of Michelle Bergwall to the Downtown Advisory Board.

MWS/djl

**Broken Arrow City Council
Meeting of: 03-06-12**



To: Mayor and City Council
From: Office of the City Manager
Subject: Adopt Ordinance No. 3196, 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

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: Ordinance No. 3196
Overall map
Letter of request
Application

Recommendation: Adopt Ordinance No. 3196

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

Ordinance No. 3196

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

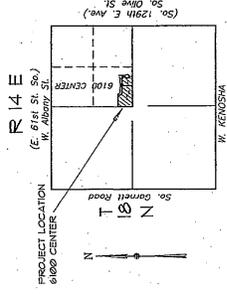
EASEMENT VACATION PLAT

OF PART OF THE SW/4 OF
THE NE/4 SECTION 5, T-18-N, R-14-E
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

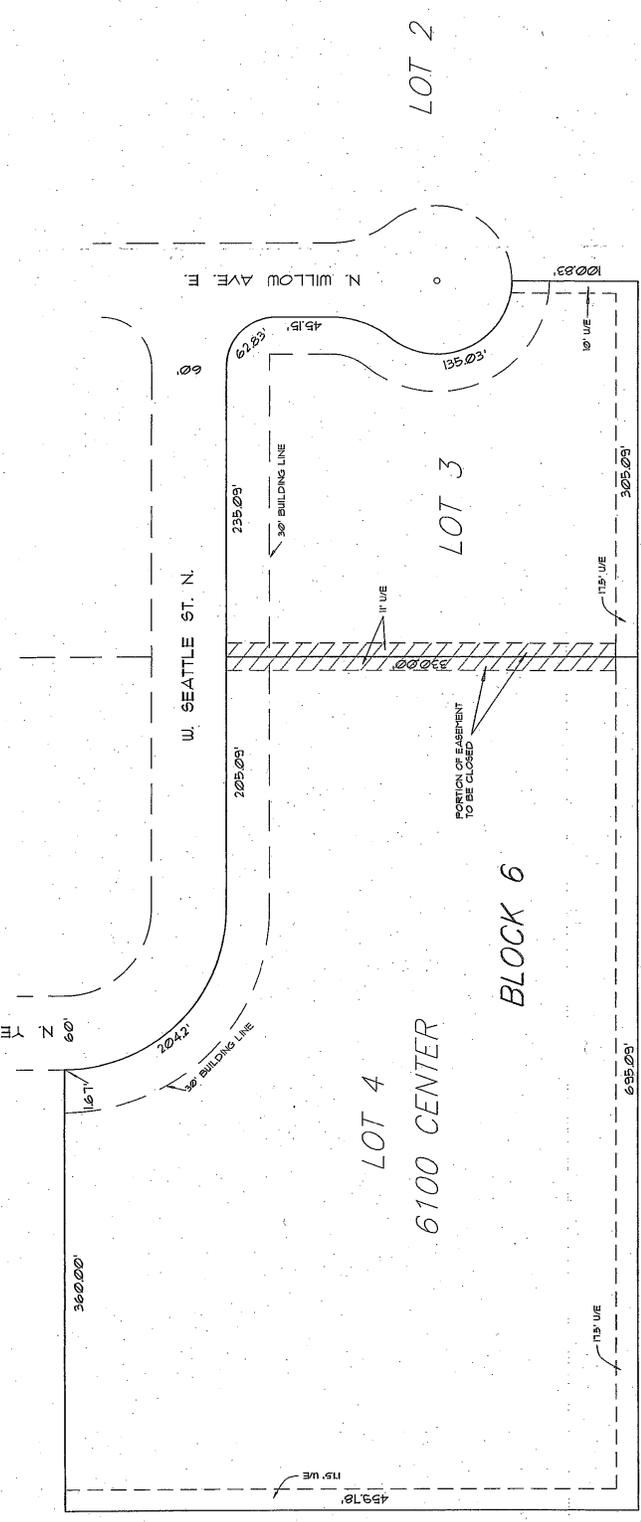
SURVEYOR
 TULSA & ASSOCIATES
 12820 SO. MEMORIAL DRIVE
 OFFICE 100
 BIXBY, OKLAHOMA 74009
 PHONE: 918-394-3030

OWNER LOT 3:
 ROY D. STURGEON TRUSTEE AND HIS SUCCESSOR
 TRUSTEES OF THE ROY DEAN STURGEON TRUST
 8100 S. WILLOW AVE. ST.
 401 W. SEATTLE ST.
 BROKEN ARROW, OK 74002

OWNER LOT 4:
 RDS PROPERTIES I LLC
 401 W. SEATTLE ST.
 BROKEN ARROW, OK 74002



SECTION 5
 LOCATION MAP



LEGAL DESCRIPTION OF PORTION TO BE CLOSED
 THE WEST 100 FEET OF LOT 3, LESS THE SOUTH 1150 FEET THEREOF,
 AND THE EAST 100 FEET OF LOT 4, LESS THE SOUTH 1150
 FEET THEREOF, TOGETHER WITH THE 1150 FEET EASEMENT
 BETWEEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE
 RECORDED PLAT THEREOF.

LEGAL DESCRIPTION OF ENTIRE EASEMENT
 THE WEST 100 FEET OF LOT 3, BLOCK 6, 6100 CENTER
 AND THE EAST 100 FEET OF LOT 4, BLOCK 6, 6100
 CENTER, IN ADDITION TO THE CITY OF BROKEN ARROW
 CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE
 RECORDED PLAT THEREOF.

LEGAL DESCRIPTION
 LOT 4, BLOCK 6, LESS THE NORTH
 314.4 FEET THEREOF, AND
 LOT 3, BLOCK 6, IN ADDITION TO THE
 CITY OF BROKEN ARROW, TULSA
 COUNTY, OKLAHOMA ACCORDING
 TO THE RECORDED PLAT.

MADE & FILED UNDER CERTIFY THAT THIS EASEMENT VACATION PLAT HAS COME
 INTO EFFECT AS OF OCTOBER 2011.



Scale: 1" = 50'	DATE: 10/26/2011
JOB # 11117	REVISED:
SHEET 1 OF 1	REVISED:
TSALACI & ASSOCIATES, I.L.C.	12820 SO. MEMORIAL DR. OFFICE 100
BIXBY, OKLAHOMA 74009	PH. (918)394-3030 FAX (918)394-3030
FORM 87-49	



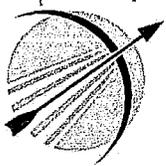
1-800-322-6643

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