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*INTEROFFICE MEMO*

**To:** Honorable Mayor and City Councilors  
**From:** Thomas M. Moton, Jr., City Manager  
**Date:** May 9, 2014  
**Re:** Notes to Council

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**1. STAFF REPORTS / ITEMS REQUIRING IMMEDIATE ATTENTION**

Memo:

- Thomas M. Moton, Jr., City Manager
  - Ward Meeting Schedules for May 2014
  - Water or Sewer Contracts
  - Construction of N. 37<sup>th</sup> Street/ Request for Development Agreement
  - Updates on Significant Capital Improvement Projects
  - Financial Performance Measure & Benchmarking
  - Revised Draft of Recommended 2014 General Obligation Bond Projects
- Beth Anne Wilkening, City Attorney
  - Manual of Fees Preliminary Draft
- Jeff Jenkins, Assistant City Manager
  - Update on Albany Street

Reports:

- Michael Skates, Development Services Director
  - Development Services Report
- Tom Hendrix, Acting Engineering and Construction Director
  - Status Updates on Roadway Improvements Under ODOT Administration

**2. GENERAL CORRESPONDENCE / NOTIFICATION**

Letters:

Notes to Council Memo Page Two  
May 9, 2014

- Thomas M. Moton, Jr., City Manager
  - To David Brumbaugh, Muskogee Creek Turnpike Feasibility Study
  - To Carnell Crum, Addressing a Storm Maintenance Complaint
- OWRB, Oklahoma Water Resource Board
  - Upcoming FEMA Discovery Meeting and Funding Opportunity

Memo:

- Lee Zirk, General Services Director
  - Free Dump Day, Spring 2014 participation data

Agenda:

- Norm Stephens, Assistant to the City Manager / Economic Development Coordinator
  - Downtown Advisory Board Agenda for May 13, 2014

### 3. SPECIAL EVENTS / ACTIVITIES

Events:

- City to Sell Surplus Equipment in Online Auction, Starting May 9

Respectfully submitted,



Thomas M. Moton, Jr.

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Attachments

**1. STAFF REPORTS / ITEMS REQUIRING IMMEDIATE ATTENTION PART 1**

*INTEROFFICE MEMO*

**To:** Honorable Mayor and City Councilors

**From:** Thomas M. Moton, Jr., City Manager

**CC:** Jeff Jenkins, Assistant City Manager  
Liza Bryce, City Clerk


**Date:** May 9, 2014

**Re:** **Recommended 2014 General Obligation Bond Projects Ward Meeting Schedules**

Please find the below final dates, times, and locations of upcoming Ward Meetings for the month of May. Staff will present preliminary projects for public review and comment. Based on feedback from the public, Mayor and City Councilors, the list will be updated prior to presentation to the City Council at the June 2 City Council meeting. All meetings will begin at approximately 6:00pm.

May 19, 2014 (Mon)	At Large - Johnnie Parks	Nienhuis Community Center, 3201 N. Ninth St.
May 21, 2014 (Wed)	Ward 3 - Mike Lester	Cedar Ridge Christian Church, 4010 W. New Orleans St
May 22, 2014 (Thur)	Ward 4 - Jill Norman	Indian Springs Baptist Church, 7815 South Elm Place
May 27, 2014 (Tue)	Ward 2 - Craig Thurmond	Liberty Church 7777 S Garnett Rd
May 29, 2014 (Thur)	Ward 1 - Richard Carter	Heritage United Methodist Church 5300 E Kenosha St

Respectfully submitted,



Thomas M. Moton, Jr.

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*INTEROFFICE MEMO*

**To:** Honorable Mayor and City Councilors  
**From:** Thomas M. Moton, Jr., City Manager  
**Date:** May 9, 2014  
**Re:** Water or Sewer Contracts

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At the Monday, May 5 City Council Study Session, Councilor Lester requested that a copy of the Indian Springs Country Club and The Greens at Broken Arrow contracts be provided to you. Another contract discussed during the Study Session was the contract with the City of Coweta to provide sewer service.

The Indian Springs contract was originally executed July 3, 2003 and revised/updated on March 14, 2012. This contract is for the business's use of the Lynn Lane Wastewater Treatment Plant effluent. In recognition of the value of this contract, the City receives certain benefits from the business. The contract is labeled "A".

The Greens at Broken Arrow, located on Omaha, has two contracts: water and sewer. The contracts were executed in December 1998 for an initial term of ten years and a provision that the contracts be extended automatically for one year. The contract price for both the sewer and water contracts appear to be considered less than the cost of the service billed today. The contracts are labeled "B-1 and B-2".

City of Coweta contract for sewer was executed in March 1997. During my cursory review of the contract, I did not observe a contract term. The contract for the sewer contract appears to be considerably less than retail rates charged today. The contract is labeled "C".

If you have any questions about this memo or the documents attached, contact me.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tom".

Thomas M. Moton, Jr.

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Attachments



**COWETA AND BROKEN ARROW  
AGREEMENT FOR SEWAGE DISPOSAL**

THIS AGREEMENT, made and entered into by and between the CITY OF COWETA, OKLAHOMA, A Municipal Corporation (COWETA), and the CITY OF BROKEN ARROW, OKLAHOMA, A Municipal Corporation (BROKEN ARROW), and the COWETA PUBLIC WORKS AUTHORITY, a Public Trust (CPWA), and the BROKEN ARROW MUNICIPAL AUTHORITY, A Public Trust (BAMA), upon the following terms and conditions and for the reasons and considerations hereinafter set forth.

BROKEN ARROW has development occurring within its corporate boundaries which may require sewage disposal, but BROKEN ARROW and BAMA are unable at this time to transport some of the sewage so generated; COWETA and CPWA have systems available and suitable for the transportation of said BROKEN ARROW sewage.

COWETA has within its corporate boundaries development occurring which will require sewage disposal, but COWETA and CPWA are unable at this time to transport some of the sewage so generated; BROKEN ARROW and BAMA have systems available for the transportation of said COWETA sewage.

The geographical area to be affected under the terms of this Agreement are areas of the Eastern Branch of the Broken Arrow Creek Drainage Basin, and the upper

reaches of the Covington Creek and West Coal Creek Drainage Basins.

COWETA AND CPWA AGREE:

1. To accept sewage originating within the above described geographical area and discharging to COWETA's collection system from BROKEN ARROW's collection system to be delivered to COWETA'S facility for treatment.
2. To inform BROKEN ARROW of all actual and proposed connections of the COWETA system into the BROKEN ARROW transportation system with their exact location, and making available to BROKEN ARROW sufficient records to verify connections. To install at each and every connection point a flow meter of type, size, and brand acceptable to BROKEN ARROW. Meters shall be jointly read on or about the 1st day of each month by both COWETA and BROKEN ARROW to confirm the flows.
3. To comply with regulations and requirements as required to qualify BROKEN ARROW for State and Federal grants that may be applicable to the system or facilities covered by the Agreement. Compliance with the regulations as used in the provisions of this Agreement, specifically include providing for enforcement of sewer discharges, and for restrictions on, and regulations of, discharges which are, or may become, damaging to the BROKEN ARROW collection system; provided that such enforcement may be done using COWETA's standard procedures, to the same extent as COWETA does for enforcement of its own comparable regulations.
4. To conform plumbing codes, building codes, and codes regulating connection and use of the affected sanitary sewer system so as to meet minimum BROKEN ARROW standards.
5. To prohibit any type of discharge into the system that is prohibited by

BROKEN ARROW through ordinances or regulations or by the Tulsa County Health Department, the State of Oklahoma Department of Environmental Quality, and/or any Federal regulatory agency.

6. To operate and maintain the sewer main to the point of discharge into BROKEN ARROW's collection system.

BROKEN ARROW AND BAMA AGREE:

1. To accept sewage originating within the above described geographical area and discharging to BROKEN ARROW's collection system from COWETA's collection system to be delivered to the Lynn Lane facility for treatment.

2. To inform COWETA of the number of connections of the BROKEN ARROW system into the COWETA transportation system with their exact location, and making available to COWETA sufficient records to verify connections. To install at each and every connection point a flow meter of type, size, and brand acceptable to COWETA. Meters shall be jointly read on or about the 1st day of each month by both COWETA and BROKEN ARROW to confirm the flows.

3. To comply with regulations and requirements as required to qualify COWETA for State and Federal grants that may be applicable to the system or facilities covered by the Agreement. Compliance with the regulations as used in the provisions of this Agreement, specifically included providing for enforcement of sewer discharges, and for restrictions on and regulations of discharges which are or may become damaging to the COWETA collection system; provided that such enforcement may be done using BROKEN ARROW's standard procedures, to the same extent as BROKEN ARROW uses for enforcement of its own comparable regulations.



4. To conform plumbing codes, building codes, and codes regulating connection and use of the affected sanitary sewer system so as to meet minimum COWETA standards.

5. To prohibit any type of discharge into the system that is prohibited by COWETA through ordinances or regulations or by the Wagoner County Health Department, the State of Oklahoma Department of Environmental Quality, and/or any Federal regulatory agency.

6. To operate and maintain the sewer main to the point of discharge into COWETA's collection system.

THE PARTIES AGREE:

1. To read all meters at connection points between COWETA's and BROKEN ARROW's collection systems on or about the first of each month. The total quantity of all sewage being passed by BROKEN ARROW into COWETA's system will then be compared to the total quantity of all sewage being passed by COWETA into BROKEN ARROW's system and the parties will determine the net quantity transferred. The net difference in the readings shall be billed to the contributing City and paid to the receiving City at a rate of \$.99 per 1,000 gallons.

In the event any of the parties believes one or more meters may be inaccurately re-cording flows, the party holding such belief may at its own expense, have the meter tested, using standard engineering testing methods. The determination that the meter is inaccurately recording flows by more than three percent, plus or minus the actual flows, shall be determinative that the meter is inaccurate. The City contributing sewage flow through that meter shall then replace that meter at its own expense, with an accurate

meter of comparable kind and quality; and the parties will in good faith enter into negotiations in an attempt to determine the date at which defect manifested itself and the extent to which some adjustment and the payment for sewage treatment may be necessary, but in no event shall such adjustments extend it beyond three months preceding the discovery of the defective meter.

TERMINATION

Either City may terminate this agreement upon giving the remaining parties sixty days notice in writing. Any Trust may terminate this agreement upon giving the remaining parties ninety days notice in writing of any breach of contract, followed by the failure of the breaching party to cure within thirty days of the notice. Notices shall be effective upon proper mailing or hand delivery to the Chief Executive Officer of the respective parties, regardless of title.

Dated this 17th day of March, 1997.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th day of March, 1997.

ATTEST:

Brenda Ray  
City Clerk ~~Secretary~~

BROKEN ARROW MUNICIPAL AUTHORITY

James C. Reynolds  
Chairman

APPROVED:

Michael Alandberg  
City Attorney

ATTEST:

Brenda Ray  
City Clerk

CITY OF BROKEN ARROW, OKLAHOMA,  
A Municipal Corporation

James Keyes  
Mayor

APPROVED:

Michael Madhry  
City Attorney

ATTEST:

Joyce Terry  
City Clerk

COWETA PUBLIC WORKS AUTHORITY

[Signature]  
Chairman

APPROVED:

[Signature]  
City Attorney

ATTEST:

Joyce Terry  
City Clerk

CITY OF COWETA, OKLAHOMA,  
A Municipal Corporation

[Signature]  
Mayor

APPROVED:

[Signature]  
City Attorney

CONTRACTSEWERDIS.COWRAM

Broken Arrow Municipal Authority



**CONTRACT FOR PURCHASE OF WATER**

This contract for the sale and purchase of water is entered into between the Broken Arrow Municipal Authority (BAMA), hereinafter referred to as BAMA, and *The Greens at Broken Arrow Management Company Incorporated, an Arkansas Corporation, hereinafter referred to as "The Greens at Broken Arrow Management Company"*

*The Greens at Broken Arrow Management Company* is a corporation operating an apartment complex of over 300 units within the incorporated limits of the City of Broken Arrow.

BAMA is a public trust created for the use and benefit of the City of Broken Arrow, Oklahoma, which has leased from the City its municipal water system for a minimum period of forty (40) years commencing August 1, 1979 and, therefore, operates and maintains the municipal water system.

*The Greens at Broken Arrow Management Company* desires to purchase treated water from BAMA and BAMA desires to sell and deliver such water to *The Greens at Broken Arrow Management Company*.

**SECTION 1. Water Quality and Pressure**

1.1 BAMA agrees to furnish *The Greens at Broken Arrow Management Company* at the points of delivery mutually agreed upon, such water as is available from BAMA's supply. BAMA does not warrant either the quantity or quality of water to be delivered under the terms of this contract other than the water delivered shall be substantially the same character and quality as that delivered to other customers of BAMA.

1.2 If a greater pressure than that normally available at the point of delivery is required by *The Greens at Broken Arrow Management Company*, the cost of providing such greater pressure shall be borne by *The Greens at Broken Arrow Management Company*.

1.3 If less pressure than that normally available at the point of delivery is required by *The Greens at Broken Arrow Management Company*, the cost of reducing the pressure shall be borne by *The Greens at Broken Arrow Management Company*.

**SECTION 2. Conditions of Delivery**

This treated water will be delivered by the Trust on a continuous basis, but subject to cessation or reduction in deliveries caused by any of the following:

2.1 Acts of God or other forces beyond the control of BAMA, and affecting the operation of BAMA's facilities, including but not limited to failure of facilities or water supply, flood, earthquake, storm, wind, lightning, fire, epidemic, war, riot, insurrection, civil disturbance, labor disturbance, vandalism, sabotage, nuclear accident, contamination of water, main supply line breaks, restraint by court or public authority, or statutory or regulatory change which prohibits delivery of treated water from BAMA's system.

**Contract for Purchase of Water - *The Greens at Broken Arrow Management Company, Inc.***  
**December 7, 1998**

2.2 Termination, reduction, suspension or disruption of the supply of treated water purchased by BAMA from the Oklahoma Ordinance Works Authority under the terms of the contract dated August 20, 1979.

2.3 Such maintenance, repairs, replacements, installation of equipment, investigations and inspections of BAMA's facilities, as are deemed by BAMA to be necessary to the proper maintenance and operation of its plant and facilities.

2.4 BAMA shall not be liable for any damages to *The Greens at Broken Arrow Management Company* nor to any other person or entity for any damage which may result from any cessation or reduction of deliveries of treated water under this section.

**SECTION 3. Quantity of Water**

For the term of this contract:

3.1 BAMA agrees to sell to *The Greens at Broken Arrow Management Company* up to six (6) million gallons per month.

3.2 *The Greens at Broken Arrow Management Company* further agrees to restrict the quantity taken during the peak usage periods (June through August) to the quantities listed, by meter location, below. This clause is to take effect only upon notification by BAMA to *The Greens at Broken Arrow Management Company Manager*.

**Meter Location**

Irrigation Meters

Residential Meters

**Maximum 24 Hour  
Quantity (Gallons)**

Comparable quantity to the quantity established for other irrigation customers in the City. Restricted to night time usage only.

Comparable quantity to the quantity established for other residential customers in the City.

**SECTION 4. Term of Contract:**

This contract shall become effective on *January 1, 1999*, for a primary term of ten (10) years. Thereafter, the primary term will automatically be extended from year to year, unless canceled, in writing, by either party by the giving of six (6) months notice.

**SECTION 5. Contract Price:**

5.1 *The Greens at Broken Arrow Management Company* agrees to pay BAMA the standard multifamily rate which is currently \$ 1.36 per thousand gallons of water purchased from BAMA and used by *The Greens at Broken Arrow Management Company*.

**Contract for Purchase of Water - *The Greens at Broken Arrow Management Company, Inc.***  
**December 7, 1998**

5.2 *The Greens at Broken Arrow Management Company* agrees to pay BAMA a monthly meter charge for each meter requested. The Charge will be as listed in the following table:

<u>Size</u>	<u>Charge</u>
3/4"	\$3.70
1.0"	4.66
2.0"	23.60
6.0"	51.89

5.3 BAMA will not place surcharges on or otherwise increase the purchase price unless comparable surcharges or increases are placed upon BAMA's individual and corporate customers inside of the Broken Arrow city limits. When a price increase occurs it will be passed as a change to the City's ordinance on pricing, with the associated required notifications. Once a cost increase has been passed it will be passed on to *The Greens at Broken Arrow Management Company* on a semiannual basis only. Each December 1 and/or June 1 during the term of this contract, BAMA will, if a cost increase has occurred, update the purchase price between BAMA and *The Greens at Broken Arrow Management Company*. *The Greens at Broken Arrow Management Company* will be notified of any change of purchase price and the new price will be effective on January 1 and/or July 1. *The Greens at Broken Arrow Management Company's* rate for each of the six (6) months following each recalculation shall be adjusted to pass through to *The Greens at Broken Arrow Management Company* its proportional share of any increase or decrease in such purchase price.

**SECTION 6. Billing and Payment**

6.1 BAMA agrees to submit to *The Greens at Broken Arrow Management Company* a monthly statement for all water purchased by *The Greens at Broken Arrow Management Company*. This statement shall be mailed on or about the 25th of each month. In the event that the statement is not received by the 30th of the month, *The Greens at Broken Arrow Management Company* shall contact BAMA and obtain a copy of the statement. *The Greens at Broken Arrow Management Company* agrees to pay BAMA not later than the 10th of the month for water delivered, if the payment is not received, a ten (10) percent late charge will be added to the statement.

6.2 In the event payment for said water is not made at the time and in the manner specified herein, BAMA may, at its option, and upon ten (10) days notice by registered letter to the manager of *The Greens at Broken Arrow Management Company*, discontinue the furnishing and sale of water to said *The Greens at Broken Arrow Management Company*.

6.3 In the event of the failure to pay for said water as specified, it is understood and agreed the Trust may retain and use for such purpose or apply upon the amount owed to it by *The Greens at Broken Arrow Management Company* any funds collected by the Trust from water consumers in said *The Greens at Broken Arrow Management Company* project.

**SECTION 7. Metering Requirements**

7.1 *The Greens at Broken Arrow Management Company* agrees that BAMA will furnish,

install, operate and maintain, at the expense of *The Greens at Broken Arrow Management Company*, at point of delivery, the necessary metering equipment and valves, backflow check valves, a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to *The Greens at Broken Arrow Management Company*. All repairs and replacements of such equipment, valves and other devices shall be at the expense of BAMA.

7.2 The metering equipment shall be calibrated whenever requested by either party, but not more frequently than once every three (3) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

7.3 The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests.

7.4 If any meter fails to register for any period, the amount of water delivered in the corresponding period immediately prior to the failure, unless BAMA and *The Greens at Broken Arrow Management Company* shall agree upon a different amount, shall be the amount billed.

7.5 The metering equipment shall be read monthly by representatives of BAMA.

#### **SECTION 8. Emergency Supply Restrictions**

8.1 In the event BAMA declares that the water being furnished under this contract is required by the City of Broken Arrow for its own use and its inhabitants thereof, then and in that event, this contract shall be suspended for the duration of BAMA's actual need, and may be abrogated and declared null and void by either party if the need appears to exist for more than 60 days; and it is agreed that no liability for any damages shall accrue against BAMA or the City of Broken Arrow. However, BAMA will make every effort to supply *The Greens at Broken Arrow Management Company* with water and will only suspend this contract in the event of absolute necessity.

8.2 BAMA may, at its discretion, diminish the supply of water to *The Greens at Broken Arrow Management Company* for a period of time without abrogating this contract in the event of a temporary shortage of water. The determination of a water shortage shall be at the sole judgement of BAMA.

8.3 *The Greens at Broken Arrow Management Company* agrees that it will, at the request of BAMA, do everything within its power to lessen the use of water by its customers during water shortage periods, and further agrees that BAMA may, during such periods, regulate the pressure in *The Greens at Broken Arrow Management Company* project in a manner to reduce the use of water. BAMA will only use such methods during emergency and shortage periods.

**SECTION 9. Resale of Water**

All water delivered to *The Greens at Broken Arrow Management Company* under the terms of this contract shall be utilized by *The Greens at Broken Arrow Management Company* for sale to its residential customers within the legally defined boundaries of *The Greens at Broken Arrow Management Company* project and none of such water shall be sold by *The Greens at Broken Arrow Management Company* to any customer, public or private, (including without limitation, cities, counties, water districts, or public trusts), outside of the project.

**SECTION 10. Separability**

Any portions of this contract which conflict with the laws of the State of Oklahoma or the United States of America will be null and void. The remainder of the contract shall be enforceable.

**SECTION 11. Successor Rights and Use as Loan Security**

11.1 In the event any occurrence renders *The Greens at Broken Arrow Management Company* incapable of conforming under this contract, any successor of *The Greens at Broken Arrow Management Company*, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of *The Greens at Broken Arrow Management Company* hereunder.

11.2 This contract is not voluntarily assignable without the written consent of BAMA.

**SECTION 12. Amendments**

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

**SECTION 13. Entire Agreement**

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

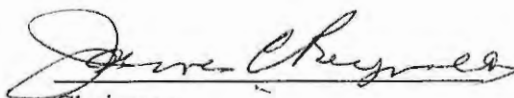


Contract for Purchase of Water - *The Greens at Broken Arrow Management Company, Inc.*  
December 7, 1998

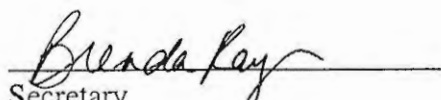
The parties action under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each of which constitutes an original.

DATED this 21st day of December 1998.

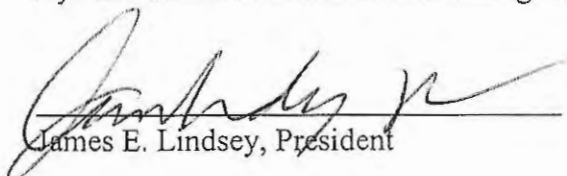
BROKEN ARROW MUNICIPAL AUTHORITY

  
Chairman

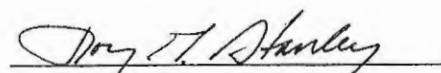
ATTEST:

  
Secretary

The Greens at Broken Arrow, a Limited Partnership and  
Broken Arrow Golf Development, a limited Partnership  
By: The Greens at Broken Arrow Management Company, Inc.

  
James E. Lindsey, President

ATTEST:

  
Roy E. Stanley, Secretary

## Broken Arrow Municipal Authority

### CONTRACT FOR PURCHASE OF SANITARY SEWER SERVICE

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This contract for the sale and purchase of sanitary sewer service is entered into between the Broken Arrow Municipal Authority (BAMA), hereinafter referred to as BAMA, and *The Greens at Broken Arrow Management Company Incorporated, an Arkansas Corporation, hereinafter referred to as "The Greens at Broken Arrow Management Company"*

*The Greens at Broken Arrow Management Company* is a corporation operating an apartment complex of over 300 units within the incorporated limits of the City of Broken Arrow.

BAMA is a public trust created for the use and benefit of the City of Broken Arrow, Oklahoma, which has leased from the City its municipal sanitary sewer system for a minimum period of forty (40) years commencing August 1, 1979 and, therefore, operates and maintains the municipal sanitary sewer system.

*The Greens at Broken Arrow Management Company* desires to purchase sanitary sewer service from BAMA and BAMA desires to sell sanitary sewer service to *The Greens at Broken Arrow Management Company*.

#### **SECTION 1. Points of Connection**

BAMA agrees to furnish *The Greens at Broken Arrow Management Company* at the points of connection mutually agreed upon, sanitary sewer service equal in quality to the sanitary sewer service provided all other customers in the City.

#### **SECTION 2. Conditions of Service**

This sanitary sewer service will be provided by the Trust on a continuous basis, but subject to cessation or reduction caused by any of the following:

2.1 Acts of God or other forces beyond the control of BAMA, and affecting the operation of BAMA's facilities, including but not limited to failure of facilities, flood, earthquake, storm, wind, lightning, fire, epidemic, war, riot, insurrection, civil disturbance, labor disturbance, vandalism, sabotage, nuclear accident, lift station failure, sanitary sewer main blockages, restraint by court or public authority, or statutory or regulatory change which prohibits delivery of sanitary sewer service from BAMA's system.

2.2 Such maintenance, repairs, replacements, installation of equipment, investigations and inspections of BAMA's facilities, as are deemed by BAMA to be necessary to the proper maintenance and operation of its plant and facilities.

2.3 BAMA shall not be liable for any damages to *The Greens at Broken Arrow Management Company* nor to any other person or entity for any damage which may result from any cessation or reduction of deliveries of sanitary sewer service under this section.

2.4 *The Greens at Broken Arrow Management Company* shall ensure that sewage

**Contract for Purchase of Sanitary Sewer Service - The Greens at Broken Arrow Management Company, Inc.**  
**December 7, 1998**

entering the BAMA sanitary sewer system conforms to all City Codes for domestic sewage.

**SECTION 3. Quantity of Sanitary Sewer Service**

For the term of this contract, BAMA agrees to receive from *The Greens at Broken Arrow Management Company* up to three (3) million gallons per month of normal domestic sanitary sewer waste.

**SECTION 4. Term of Contract:**

This contract shall become effective on *January 1, 1999* for a primary term of ten (10) years. Thereafter, the primary term will automatically be extended from year to year, unless canceled, in writing, by either party by the giving of six (6) months notice.

**SECTION 5. Contract Price:**

5.1 *The Greens at Broken Arrow Management Company* agrees to pay BAMA the standard multifamily processing rate which is currently \$ 0.74 per thousand gallons of sanitary sewer service purchased from BAMA and used by *The Greens at Broken Arrow Management Company*.

5.2 *The Greens at Broken Arrow Management Company* agrees to pay BAMA a monthly sewer service charge for each water meter requested. The Charge will be as listed in the following table:

<u>Size</u>	<u>Charge</u>
3/4"	\$3.75
1.0"	4.65
2.0"	6.08

**NOTE: Irrigation meters will not be counted.**

5.3 BAMA will not place surcharges on or otherwise increase the purchase price unless comparable surcharges or increases are placed upon BAMA's individual and corporate customers inside of the Broken Arrow city limits. When a price increase occurs it will be passed as a change to the City's ordinance on pricing, with the associated required notifications. Once a cost increase has been passed it will be passed on to *The Greens at Broken Arrow Management Company* on a semiannual basis only. Each December 1 and/or June 1 during the term of this contract, BAMA will, if a cost increase has occurred, update the purchase price between BAMA and *The Greens at Broken Arrow Management Company*. *The Greens at Broken Arrow Management Company* will be notified of any change of purchase price and the new price will be effective on January 1 and/or July 1. *The Greens at Broken Arrow Management Company's* rate for each of the six (6) months following each recalculation shall be adjusted to pass through to *The Greens at Broken Arrow Management Company* its proportional share of any increase or decrease in such purchase price.

**SECTION 6. Billing and Payment**

6.1 BAMA agrees to submit to *The Greens at Broken Arrow Management Company* a monthly statement for all sanitary sewer service purchased by *The Greens at Broken Arrow Management Company*. This statement shall be mailed on or about the 25th of each month. In the event that the statement is not received by the 30th of the month, *The Greens at Broken Arrow Management Company* shall contact BAMA and obtain a copy of the statement. *The Greens at Broken Arrow Management Company* agrees to pay BAMA not later than the 10th of the month for sanitary sewer service, if the payment is not received, a ten (10) percent late charge will be added to the statement.

6.2 In the event payment for said sanitary sewer service is not made at the time and in the manner specified herein, BAMA may, at its option, and upon ten (10) days notice by registered letter to the manager of *The Greens at Broken Arrow Management Company*, discontinue the furnishing of sanitary sewer service to said *The Greens at Broken Arrow Management Company*.

6.3 In the event of the failure to pay for said sanitary sewer service as specified, it is understood and agreed the Trust may retain and use for such purpose or apply upon the amount owed to it by *The Greens at Broken Arrow Management Company* any funds collected by the Trust from sanitary sewer service customers in said *The Greens at Broken Arrow Management Company* project.

**SECTION 7. Sanitary Sewer Service Quantity Calculations**

7.1 *The Greens at Broken Arrow Management Company* agrees that BAMA will determine the initial annual quantity of sanitary sewer service by using 80 percent of the apartment water use averages for the Links at Ft. Smith, Arkansas.

7.2 Subsequent calculations will be based on the procedure as set forth in Chapter 24 of the City Code (80 percent of water usage on all non irrigation water meters for the months of December, January, and February).

**SECTION 8. Resale of Sanitary Sewer Service**

All sanitary sewer service delivered to *The Greens at Broken Arrow Management Company* under the terms of this contract shall be utilized by *The Greens at Broken Arrow Management Company* for sale to its residential customers within the legally defined boundaries of *The Greens at Broken Arrow Management Company* project and none of such sanitary sewer service shall be sold by *The Greens at Broken Arrow Management Company* to any customer, public or private, (including without limitation, cities, counties, water districts, or public trusts), outside of the project.

**SECTION 9. Separability**

Any portions of this contract which conflict with the laws of the State of Oklahoma or the

**Contract for Purchase of Sanitary Sewer Service - The Greens at Broken Arrow Management Company, Inc.**  
**December 7, 1998**

United States of America will be null and void. The remainder of the contract shall be enforceable.

**SECTION 10. Successor Rights and Use as Loan Security**

10.1 In the event any occurrence renders *The Greens at Broken Arrow Management Company* incapable of conforming under this contract, any successor of *The Greens at Broken Arrow Management Company*, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of *The Greens at Broken Arrow Management Company* hereunder.

10.2 This contract is not voluntarily assignable without the written consent of BAMA.

**SECTION 11. Amendments**

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

**SECTION 12. Entire Agreement**

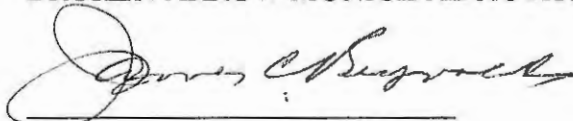
This Contract constitutes the entire agreement and understanding between the parties hereto, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this contract.

**Contract for Purchase of Sanitary Sewer Service - The Greens at Broken Arrow Management Company, Inc.** **December 7, 1998**

The parties action under authority of their respective governing bodies, have caused this contract to be duly executed in three (3) counterparts, each of which constitutes an original.

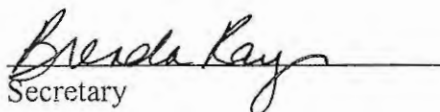
DATED this 21st day of December 1998.

BROKEN ARROW MUNICIPAL AUTHORITY



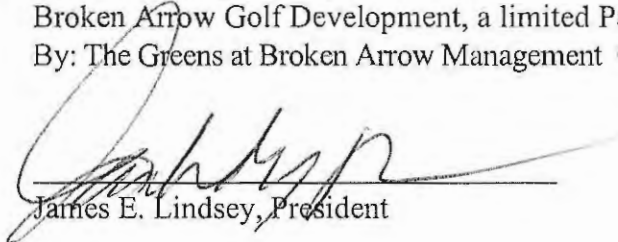
Chairman

ATTEST:



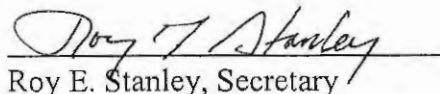
Secretary

The Greens at Broken Arrow, a Limited Partnership and  
Broken Arrow Golf Development, a limited Partnership  
By: The Greens at Broken Arrow Management Company, Inc.



James E. Lindsey, President

ATTEST:



Roy E. Stanley, Secretary

violate its loading limits, then the Authority shall give reasonable notice to the Club so that it may make other arrangements for its irrigation purposes. The Authority shall provide more than up to 1.5 million gallons of effluent as long as the effluent is not leaving the Club's property and the loading limits are not being exceeded.

- (b) The Authority agrees to make available to the Club as much effluent as the delivery system is capable of delivering up to 1.5 million gallons a day except for periods of necessary downtime for maintenance, unavoidable disruptions, or acts of God or war.
- (c) During periods of heavy rainfall, flooding and high water, the Authority may shut off the effluent delivery system to the Club and by-pass the system so that the Authority may effectively remove the high water into the Arkansas River as required by ODEQ. In such event(s), the Authority will use its best efforts to resume operation of the system as soon as reasonably possible.

#### 5. Cost of Materials and Construction

The Club agrees to pay all costs for any and all permitting, design, materials, and construction for any improvements required to transport effluent from the Authority's treatment facility to the Club's irrigation system.

#### 6. Delivery of Effluent

The Club shall only utilize the pumps during the hours of noon to midnight each day. It shall be the Club's responsibility to assure that excessive pumping that could lead to effluent running off the Club's property does not occur. The Club may install a remote control system for the effluent.

#### 7. Inability to Deliver

The Authority shall not be liable to the Club for failure to deliver effluent or for damages caused by water quality caused by forces or events beyond the control of the Authority. If and when situations occur where the Authority cannot deliver effluent, the Authority shall immediately notify the Club. As soon as practical thereafter, the Authority shall provide the Club with information concerning the nature of the interruption and the anticipated duration. The Authority is required to do testing from time to time on the effluent and may have to shut down the pumping system to accurately conduct its tests. The Authority intends to work closely with the Club in maintaining good level of effluent for the Club to utilize on an ongoing basis. When the Authority becomes aware of certain situations when the pumping system will be shut down for an extended period of time, the Authority will notify the Club and, when reasonably practicable, fill the Club's ponds with the effluent prior to shutting down the pumps.

#### 8. Disclaimer of Warranties

- (a) Express Warranties: The Authority disclaims all express warranties except those, which specifically appear within this agreement.

- (b) Implied Warranties: The Authority disclaims any implied warranties of merchantability of the effluent delivered under this contract for any purpose.

#### 9. Early Termination or Assignment

- (a) The Club and the Authority shall have the right to assign this contract at any time so long as both parties agree in full and in writing to the method of assignment. Said assignment, however, shall not be unreasonably withheld.
- (b) The Club and the Authority, after reasonable advance notice given to the other party, shall have the right to terminate this Agreement if performance is prevented by third-party litigation or by any other event beyond the control of the Club or the Authority.
- (c) The Authority shall have the right to terminate this contract by giving thirty (30) days written notice to the Club if the Club is no longer operating on a continuous basis or if the Club fails to provide the facility to the Authority to hold two (2) golf tournaments by October 30<sup>th</sup> of each year.

#### 10. Excuse from Performance by Government Acts

If, for any reason during the term of this Agreement, local, state, or federal government(s) or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission, and distribution systems, or the application and use of effluent, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

#### 11. Indemnification

- (a) Providing that the Authority's actions are within the purview of this contract, the Club agrees to hold the Authority harmless for any liability for damage to the Club's property that may be caused by the effluent. The Club further agrees to hold the Authority from any liability accruing to the Club arising from reasonable actions of the Authority, including its Trustees, employees, and agents, so long as said actions are within the purview of this contract. Club agrees to maintain in force a minimum of one million dollars (\$1,000,000) liability insurance. Proof of insurance shall be provided to the City of Broken Arrow's Risk Manager at no cost to the Authority.
- (b) The Club shall save and hold harmless and indemnify the Authority, its agents, representatives, and employees from all claims, costs, penalties, damages, and expenses (including attorney's fees) arising out of claims related to the Club's construction, erection, location, operation, maintenance, repair, installation, replacement, relocation or removal of that part of the system controlled by the Club for transmission of or irrigation with the effluent.



- (c) The Authority agrees that it will assume any and all liability regarding the wastewater treatment facility in the same regard as to all Public Lands owned by the Authority to the extent allows by law and provided for in the Oklahoma Governmental Tort Claims Act, Title 51 O.S. 1991 § 151, *et seq.* This section does not constitute a waiver of tort immunity.

## 12. Tort Immunity

Nothing in this contract shall be construed as a waiver by the Authority of its tort immunity as now or hereafter defined by Oklahoma laws.

## 13. Access

- (a) The Authority shall have the right, at all reasonable times, and upon notification to enter upon the property of the Club to review and inspect the facilities and operations of the Club with respect to conditions agreed to herein. The notification requirement set out above shall be waived should the entry upon the property of the Club be necessitated because of an emergency situation caused by the effluent irrigation system arising out of this contract.
- (b) The Club shall have the right at all reasonable times, with notification to the Authority and the management company of the wastewater treatment plant, to enter upon the property of the wastewater treatment plant to review and inspect that part of the facilities that concerns the operation of the effluent irrigation for the Club with respect to the conditions agreed to herein.

## 14. Disclaimer of Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon, to, or for the benefit of any third party not a part of this contract.

## 15. Relocation of System

If the Authority deems it reasonably necessary to move or relocate any part of the effluent delivery system, the Authority will notify the Club of such necessity. The Club shall, at its sole expense, cause the necessary relocation to occur within 180 days or less as mutually agreed to by both parties.

## 16. Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can construe to be effected. To that end this Agreement is declared to be severable.

17. Binding Upon Successors

This Agreement shall be binding upon and shall inure to the benefits of the successors or assigns of the parties herein.

18. Applicable Law

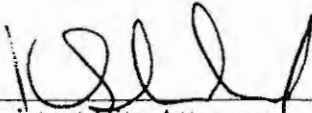
This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Oklahoma.

19. Entire Agreement

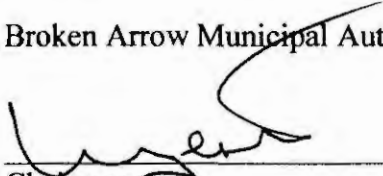
This written Agreement constitutes the entire Agreement between the parties. Modification to and waivers of the provisions herein shall not be binding unless made in writing and sign by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above written.

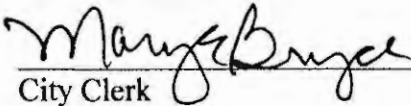
Approved as to Form:

  
\_\_\_\_\_  
Assistant City Attorney

Broken Arrow Municipal Authority

  
\_\_\_\_\_  
Chairman

Attested:

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



BUYERS GROUP OPERATING  
COMPANY d/b/a  
Indian Springs Country Club

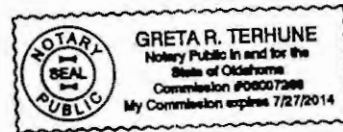
By: Leslie C. Elliott

SUBSCRIBED and sworn to before me this 14<sup>th</sup> day of March, 2012, by  
Leslie C. Elliott of Buyers Group Operating Company.

Greta R. Terhune  
Notary Public

My Commission Expires:

7/27/2014



**ASSIGNMENT OF EFFLUENT CONTRACT FOR IRRIGATION FROM BUYERS  
GROUP OPERATING COMPANY, d/b/a INDIAN SPRINGS COUNTRY CLUB  
TO ISSC MANAGING GROUP, LLC**

FOR VALUED RECEIVED, the undersigned Buyers Group Operating Company d/b/a Indian Springs Country Club ("BGOC") hereby assigns, transfer and sets over to ISSC Managing Group, LLC ("ISSC") all rights, title and interest held by BGOC in and to an Effluent Contract for Irrigation executed on the 14<sup>th</sup> day of March, 2012.

BGOC warrants and represents that said contract is in full force and effect and is fully assignable.

ISSC hereby assumes and agrees to perform all the remaining and executory obligations of BGOC under the contract.

The Broken Arrow Municipal Authority hereby agrees to the assignment of the Contract from BGOC to ISSC.

BGOC further warrants that, with the agreement of the Broken Arrow Municipal Authority, it has the full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This assignment shall be binding upon and inure to the benefits of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to Form:

Broken Arrow Municipal Authority

Lesli Myers 8-16-12  
Deputy City Attorney

G. J. Thal  
Chairman

Attested:

Catherine Shanley  
Secretary (Acting)



BUYERS GROUP OPERATING COMPANY

ISSC MANAGING GROUP, LLC

By: Mary L. Upton  
President, VP., or Chairman of the Board

By: Robert Gray  
Managing Partner

SUBSCRIBED and sworn to before me this 14th day of August, 2012, by Tracy L. Upton, President of Buyers Group Operating Company.



[Signature]  
Notary Public

My Commission Expires:  
\_\_\_\_\_

SUBSCRIBED and sworn to before me this 10th day of August, 2012, by Ryder Young of ISCC Managing Group, LLC.

Tamara S. Murray  
Notary Public

My Commission Expires:  
\_\_\_\_\_

A rectangular notary seal for Tamara S. Murray, Notary Public in Cherokee County, Oklahoma. The seal includes the Oklahoma state emblem and the text: "Notary Public Oklahoma", "Oklahoma Seal", "Tamara S. Murray", "Cherokee County", "Commission #09007539", and "Comm. Exp. 09-08-13".

C

**EFFLUENT CONTRACT FOR IRRIGATION**

This Agreement is made and entered into this 26 day of MARCH, 2007, between the Broken Arrow Municipal Authority, hereinafter referred to as the "Authority," and Buyers Group Operating Company, an Oklahoma corporation, d/b/a Indian Springs Country Club, hereinafter referred to as the "Club."

WITNESSETH:

WHEREAS, the Authority owns, maintains, and operates a wastewater treatment facility and the facility produces a treated effluent of a quality suitable for irrigation purposes; and

WHEREAS, such treated effluent is a resource, which can be safely used for irrigation purposes. The Authority desires to reuse this reclaimed water for irrigation and related purposes as a means of effluent disposal; and

WHEREAS, Club owns and controls the land upon which effluent from the Authority can be beneficially used for irrigation purpose; and

WHEREAS, Club desires to construct the lines and install the required materials and equipment from its land to the wastewater treatment plant; and

WHEREAS, the Authority owns and controls the land from the Club's land to the wastewater treatment plant and desires to provide the Club an access easement for construction, installation and maintenance of the required lines, materials and equipment; and

WHEREAS, Club desires to utilize the effluent from the Authority pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Club and Authority do hereby agree as follows:

1. Operations and Maintenance

(a) The Club shall be responsible for all maintenance and pumping (power) costs of the effluent pumping system located on Authority property that supplies effluent to the Club. Conditioned upon the ability of the Club to utilize the Authority's effluent pumping system, the Authority shall be responsible for the actual maintenance and repairs to the pumping system. The Club will be invoiced for actual cost of labor and materials for any repairs necessitated by the Club's use of the pumping system. It is estimated that any maintenance and repair would be minimal for this particular system. The effluent pumping system includes the effluent pump station, all piping, and associated appurtenances. The Club hereby expressly indemnifies and holds harmless the Authority for any damages to the effluent delivery systems incurred as a result of the Authority's operation. If the Club cannot utilize the Authority's effluent pumping system to effectively meet its needs and the requirements of ODEQ, then the Club shall install its own

effluent pumping system, which the Club shall be responsible for maintaining and repairing at the Club's expense.

(b) The Club shall be responsible for the operation and maintenance of its entire force main system located on and off of Authority property. The Authority shall provide to the club, a utility easement for access into and upon the Authority's property for operation and maintenance of its force main system.

## 2. Term of the Agreement

The Authority shall provide and the Club shall accept and utilize effluent produced by the Authority from its wastewater treatment facility, and this agreement shall be effective for a term of five (5) years from the date of execution of this contract. The term of the Agreement may be renewed automatically beyond the term as agreed upon in writing by both the parties.

## 3. Use of Effluent: Club's Irrigation System and Main

(a) The Club shall utilize the effluent delivered by the Authority for golf course irrigation and ornamental watering purposes or other purposes in any manner determined by the Club except that use of the effluent shall be consistent with all local, state, and federal regulations and in such a manner as not to require a federal or state wastewater discharge permit. In the event that a state or federal permit is ever required in the future for this discharge the Club agrees to either pay all associated costs or to cease pumping reclaimed water and release the Authority from its commitments set forth in this Agreement.

(b) Prior to the Club utilizing the effluent it shall obtain ODEQ approval of the system of pumps and pipes and shall obtain ODEQ approval to use the effluent. The design and approval process shall go through the City Engineers office.

[c] The Club shall be solely responsible for the operation and maintenance of the Club's irrigation system located within the boundaries of the Club's property and shall be solely responsible for all operation and maintenance of all effluent pumping systems including portions of the force main located upon the Club's property.

[d] The Authority shall retain the right to shut off the effluent pumping system at any time it deems necessary for testing and other related matters as required by its permit issued by ODEQ and required by federal, state and local laws. In such event(s), the Authority will use its best efforts to resume operation of the system as soon as reasonably possible.

#### 4. Water Quality

(a) Effluent provided under this Agreement shall be treated to levels acceptable to meet applicable local, state and federal requirements for the wastewater treatment facility. The Authority shall check the water quality for Biochemical Oxygen Demand, Total Suspended Solids, Fecal Coliform, Ammonia Nitrogen, Dissolved Oxygen, and pH on a routine basis. If additional tests are required of the Authority by the local, state or- federal regulatory agencies solely because of the irrigation activity, Club agrees to pay for additional tests. In the event of water quality deterioration, the Authority will inform the Club as soon as practicable and irrigation with effluent shall be discontinued until quality is restored to acceptable levels, as determined by the Authority, Club or regulatory agency. The Club may use other irrigation water during any such periods effluent is either unavailable or is of insufficient quality.

(b) The effluent provided to the Club shall require treatment in the form of chlorination and dechlorination. During the period of time from May 1<sup>st</sup> through September 30<sup>th</sup> of each year, the Authority is required to chlorinate and dechlorination the treatment plant effluent. Should the Club want to use the effluent during the period of time from October 1<sup>st</sup> through April 30<sup>th</sup> of each year, it shall be required to reimburse the Authority for the chlorination and dechlorination of the effluent. The charge will be based on actual costs incurred in the chlorination and dechlorination and the Authority will bill the Club at the end of each month that the chlorination and dechlorination was provided. Payment shall be made to the Authority within thirty (30) days following receipt of the monthly invoice.

#### 5. Volume of Water

(a) The Club may use up to a monthly average of 1.5 million (1,500,000) gallons of effluent water per day, unless this use causes the Authority to violate its loading limits in its NPDES Permit for the discharge of effluent. Should this use cause the Authority to violate its loading limits, then the Authority shall give reasonable notice to the Club so that it may make other arrangements for its irrigation purposes. The Authority shall provide as much effluent as the Club requests as long as the pumped water is not leaving the Club's property and the loading limits are not being exceeded.

(b) The Authority agrees to make available to the Club as much effluent as the effluent pumps are capable of pumping up to 1.5 million gallons a day except for periods of necessary downtime for maintenance, or unavoidable disruptions, such as acts of God or war.

(c) During periods of heavy rainfall, flooding and high water, the Authority shall shut off the effluent pumping system to the Club and by-pass the system so that the Authority may effectively remove the high water into the Arkansas River as required by ODEQ. In such event(s), the Authority will use its best efforts to resume operation of the system as soon as reasonably possible.

#### 6. Cost of Materials and Construction



The Club agrees to pay all costs for the permitting, design, materials, and construction for any improvements required to transport effluent from the Authority's treatment facility to the Club's irrigation system.

#### 7. Delivery of Effluent

The Authority shall turn the pump(s) off and on at the Club's request during hours that the wastewater treatment facility is manned. It shall be the Club's responsibility to assure that excessive pumping that could lead to effluent running off the Club's property does not occur. The Club shall not install a remote control system for the effluent. A remote control system may cause interference with the Authority's water quality testing as required by ODEQ.

#### 8. Inability to Deliver

The Authority shall not be liable to the Club for failure to deliver effluent or for damages caused by water quality caused by forces or event beyond the control of the Authority. If and when situations occur where the Authority cannot deliver effluent, the Authority shall immediately notify the Club. As soon as practical thereafter, the Authority shall provide the Club with information concerning the nature of the emergency and the anticipated duration. The Authority is required to do testing from time to time on the effluent and may have to shut down the pumping system to accurately conduct its tests. The Authority intends to work closely with the Club in maintaining good level of effluent for the Club to utilize on an ongoing basis. When the Authority becomes aware of certain situations when the pumping system will be shut down for an extended period of time, the Authority will try to notify the Club and offer to fill the Club's ponds with the effluent prior to shutting down the pumps.

#### 9. Disclaimer of Warranties

(a) Express Warranties: The Authority disclaims all express warranties except those, which specifically appear within this agreement.

(b) Implied Warranties: The Authority disclaims any implied warranties of merchantability of the effluent delivered under this contract for any purpose.

#### 10. Early Termination or Assignment

(a) The Club and the Authority shall have the right to terminate or assign this contract at any time so long as both parties agree in full and in writing to the method of termination or assignment.

(b) The Club and the Authority, after reasonable advance notice given to the other party, shall have the right to terminate this Agreement if performance is prevented by third-party litigation or by any other event beyond the control of the Club or the Authority.

#### 11. Excuse from Performance by Government Acts

If, for any reason during the term of this Agreement, local, state, or federal government(s) or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission, and distribution systems, or the application and use of effluent, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

## 12. Indemnification

(a) Providing that the Authority's actions are within the purview of this contract, the Club agrees to hold the Authority harmless for any liability for damage to the Club's property that may be caused by the effluent. The Club further agrees to hold the Authority from any liability accruing to the Club arising from reasonable actions of the Authority, including its Trustees, employees, and agents, so long as said actions are within the purview of this contract. Club agrees to maintain in force a minimum of one million dollars (\$1,000,000) liability insurance. Proof of insurance shall be provided to the City of Broken Arrow's Risk Manager at no cost to the Authority.

(b) The Club shall save and hold harmless and indemnify the Authority, its agents, representatives, and employees from all claims, costs, penalties, damages, and expenses (including attorney's fees) arising out of claims related to the Club's construction, erection, location, operation, maintenance, repair, installation, replacement, relocation or removal of that part of the system controlled by the Club for transmission of or irrigation with the effluent.

(c) The Authority agrees that it will assume any and all liability regarding the wastewater treatment facility in the same regard as to all Public Lands owned by the Authority to the extent allowed by law and provided for in the Oklahoma Governmental Tort Claims Act, Title 51 O.S. 1991 § 151, *et seq.* This section does not constitute a waiver of tort immunity.

## 13. Tort Immunity

Nothing in this contract shall be construed as a waiver by the Authority of its tort immunity as now or hereafter defined by Oklahoma laws.

## 14. Access

(a) The Authority shall have the right, at all reasonable times, and upon notification, to enter upon the property of the Club to review and inspect the facilities and operations of the Club with respect to conditions agreed to herein. The notification requirement set out above shall be waived should the entry upon the property of the Club be necessitated because of an emergency situation caused by the effluent irrigation system arising out of this contract.

(b) The Club shall have the right, at all reasonable times, with notification to the Authority and the management company of the wastewater treatment plant, to enter upon the property of the wastewater treatment plant to review and inspect that part of the facilities that

concerns the operation of the effluent irrigation for the Club with respect to the conditions agreed to herein.

#### 15. Disclaimer of Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon, to, or for the benefit of any third party not a part of this contract.

#### 16. Relocation of System

If the Authority deems it reasonably necessary to move or relocate any part of the effluent delivery system, the Authority will notify the Club of such necessity. The Club shall, at its sole expense, cause the necessary relocation to occur within 180 days or less as mutually agreed to by both parties.

#### 17. Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can construe to be effected. To that end this Agreement is declared to be severable.

#### 18. Binding Upon Successors

This Agreement shall be binding upon and shall inure to the benefits of the successors or assigns of the parties herein.

#### 19. Applicable Law

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Oklahoma.

#### 20. Entire Agreement

This written Agreement constitutes the entire Agreement between the parties. Modification to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above written.

Approved as to Form:

Broken Arrow Municipal Authority

Lesli Myers  
Assistant City Attorney

Richard M. Carter  
Chairman

Attested:

Diana C. Fagundes  
[Seal] City Clerk *March 19, 2007*



BUYERS GROUP OPERATING  
COMPANY d/b/a  
Indian Springs Country Club

By: Ron Minkler  
Ron Minkler, Vice President

SUBSCRIBED and sworn to before me this 27 day of MARCH,  
2007, by Ron Minkler as Vice President of Buyers Group Operating Company.

[Signature]  
Notary Public

My Commission Expires:

5-4-09





# Memo

To: David L. Wooden, Public Works Director

From: Jerry Gates, Lynn Lane WWTP

CC: Paul Rhodes, Utility Division Chief

Re: Indian Springs Billing

Date: November 26, 2003

Dave,

On July 3<sup>rd</sup>, 2003 we began providing effluent water for irrigation to the Indian Springs Country Club (ISCC). The total amount delivered has been 39,183,400 gallons.

Since we restarted the ISCC pump on Nov. 3<sup>rd</sup>, 2003 a total of 5,018,700 gallons (total as of Nov. 14, 2003) has been delivered. We also restarted the pump 11/25/03 and are presently continuing to pump. Pump was off from Nov. 15<sup>th</sup>-25<sup>th</sup>.

Chemical cost for the period of Nov. 3<sup>rd</sup>, 2003 to Nov. 15<sup>th</sup>, 2003 has been as follows:

Chlorine 1,940 lbs	\$526.15
Bisulfite 1,690 gal	<u>\$708.81</u>
Total/Nov.	\$1,234.96

Indian Springs Country Club water bill is prepared in cycle 2 , billed approximately December 20<sup>th</sup> (third week of the month). A bill authorization is attached for your review and approval.



**INTEROFFICE MEMO**

**To:** Honorable Mayor and City Councilors  
**From:** Thomas M. Moton, Jr., City Manager  
**Date:** May 9, 2014  
**Re:** Construction of N. 37<sup>th</sup> Street/ Request for Development Agreement

Prior to the start of my tenure, there were several discussions between the former city manager and Mr. Charles Ramsey about a Developers Agreement that would include the City constructing a new roadway on N. 37<sup>th</sup> Street (209<sup>th</sup>) from 61<sup>st</sup> to 51<sup>st</sup>. Other elements of those conversations, I think have led to the inclusion of a park (\$200,000) and 37<sup>th</sup> Street regional detention facility (\$400,000) in the 2011 General Obligation program. Both of those projects are named. Attached is a letter dated April 22, 2014, from Mr. Ramsey requesting to meet with staff to discuss the roadway.

As you will notice in Mr. Ramsey's letter, there was an understanding between the City and him that the City would construct the roadway using unnamed 2011 General Obligation bond funds of approximately \$2 to \$3 million (this dollar amount is based on my recollection of verbal information only). However, the cost of completing other unnamed or named roadway projects has depleted those funds. City staff comprised of the City Attorney, Assistant City Manager, Development Services Director and the Assistant to the City Manager/Economic Development Coordinator met on May 5 to discuss Mr. Ramsey's letter. I think there was a consensus that the type of agreement envisioned would be best addressed as a Developers Agreement to be considered and approved by the City Council. City Attorney Wilkening is working on the agreement.

Based on that meeting and other conversations I have held with other staff, I understand the roadway project construction is anticipated to create new opportunities for residents living north of 61<sup>st</sup> to shop more in the Broken Arrow and the improvement will facilitate other economic development benefits. The recommended 2014 General Obligation Bond project list includes the construction of the roadway for \$4.5 million. I have spoken to Mr. Ramsey by telephone and we are scheduled to meet very soon.

Mr. Ramsey also provided me a copy of a letter from former City Manager Wooden dated May 23, 2011. In that letter, Mr. Wooden states the "City has committed Sales Tax Capital Improvement funds for the construction of the roadway".

As you can imagine, I have found Mr. Ramsey's information very useful in bringing me update on this endeavor.

Respectfully submitted,

Thomas M. Moton, Jr.

nes

Attachments

violate its loading limits, then the Authority shall give reasonable notice to the Club so that it may make other arrangements for its irrigation purposes. The Authority shall provide more than up to 1.5 million gallons of effluent as long as the effluent is not leaving the Club's property and the loading limits are not being exceeded.

- (b) The Authority agrees to make available to the Club as much effluent as the delivery system is capable of delivering up to 1.5 million gallons a day except for periods of necessary downtime for maintenance, unavoidable disruptions, or acts of God or war.
- (c) During periods of heavy rainfall, flooding and high water, the Authority may shut off the effluent delivery system to the Club and by-pass the system so that the Authority may effectively remove the high water into the Arkansas River as required by ODEQ. In such event(s), the Authority will use its best efforts to resume operation of the system as soon as reasonably possible.

#### 5. Cost of Materials and Construction

The Club agrees to pay all costs for any and all permitting, design, materials, and construction for any improvements required to transport effluent from the Authority's treatment facility to the Club's irrigation system.

#### 6. Delivery of Effluent

The Club shall only utilize the pumps during the hours of noon to midnight each day. It shall be the Club's responsibility to assure that excessive pumping that could lead to effluent running off the Club's property does not occur. The Club may install a remote control system for the effluent.

#### 7. Inability to Deliver

The Authority shall not be liable to the Club for failure to deliver effluent or for damages caused by water quality caused by forces or events beyond the control of the Authority. If and when situations occur where the Authority cannot deliver effluent, the Authority shall immediately notify the Club. As soon as practical thereafter, the Authority shall provide the Club with information concerning the nature of the interruption and the anticipated duration. The Authority is required to do testing from time to time on the effluent and may have to shut down the pumping system to accurately conduct its tests. The Authority intends to work closely with the Club in maintaining good level of effluent for the Club to utilize on an ongoing basis. When the Authority becomes aware of certain situations when the pumping system will be shut down for an extended period of time, the Authority will notify the Club and, when reasonably practicable, fill the Club's ponds with the effluent prior to shutting down the pumps.

#### 8. Disclaimer of Warranties

- (a) Express Warranties: The Authority disclaims all express warranties except those, which specifically appear within this agreement.



**EFFLUENT CONTRACT FOR IRRIGATION**

This Agreement is made and entered into this 14<sup>th</sup> day of March, 2012, between the Broken Arrow Municipal Authority, hereinafter referred to as the "Authority," and Buyers Group Operating Company, an Oklahoma corporation, d/b/a Indian Springs Country Club, hereinafter referred to as the "Club."

**WITNESSETH:**

WHEREAS, the Authority is a public trust of which the City of Broken Arrow (hereinafter "City") is its sole beneficiary; and

WHEREAS, the Authority owns, maintains, and operates a wastewater treatment facility and the facility produces a treated effluent which is non-potable water that is of a quality suitable for irrigation purposes; and

WHEREAS, such treated effluent is a resource, which can be safely used for irrigation purposes; and

WHEREAS, the Authority desires to reuse this reclaimed water for irrigation and related purposes as a means of effluent disposal; and

WHEREAS, Club owns and controls the land upon which effluent from the Authority can be beneficially used for irrigation purpose; and

WHEREAS, the close proximity of the Club to the Authority's wastewater treatment plant makes utilization of these reclaimed waters feasible; and

WHEREAS, Club has constructed the lines and has installed the required materials and equipment from its land to the wastewater treatment plant; and

WHEREAS, the Authority owns and controls the land from the Club's land to the wastewater treatment plant and has granted the Club an access easement for construction, installation and maintenance of the required lines, materials and equipment; and

WHEREAS, Club desires to utilize the effluent from the Authority pursuant to the terms and conditions set forth herein;

WHEREAS, the use of the effluent falls within the City's green plan, is a good use of resource and coupled with the consideration contained is therefore in accordance with the health, safety and welfare of the citizens of Broken Arrow.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Club and Authority do hereby agree as follows:



## 1. Operations and Maintenance

- (a) The Club shall be responsible for all maintenance costs of the effluent pumping system located on Authority property that supplies effluent to the Club. The effluent pumping system includes all piping, and associated appurtenances. The Club hereby expressly indemnifies and holds harmless the Authority for any damages to the effluent delivery systems incurred as a result of the Authority's operation. If the Authority's effluent gravity flow system is insufficient to effectively meet its needs and the requirements of ODEQ, then the Club shall install its own effluent pumping system, which the Club shall be responsible for maintaining and repairing at the Club's expense.
- (b) The Club shall be responsible for the operation and maintenance of its entire force main system located on and off of Authority property. The Authority has previously provided to the club, a utility easement for access into and upon the Authority's property for operation and maintenance of its force main system.

## 2. Consideration for use of effluent.

In consideration for the use of the effluent, the Club agrees to make its facilities available for two golfing events as follows:

- (a) The Club shall provide its golf course on a Monday during the Spring (months of March through June) of each year, as agreed upon by both parties, to the Authority at no cost. The Authority will use the course to host an event in which the proceeds will be used to fund a capital project designated by the City Manager.
- (b) The Club shall provide its golf course on a Monday during the Fall (months of September through November) of each year, as agreed upon by both parties, to the Authority at no cost. The Authority will use the course to host an event in which the proceeds will be used to fund events that will promote City employee morale as designated by the City Manager.

### Term of the Agreement

The Authority shall provide and the Club shall accept and utilize effluent produced by the Authority from its wastewater treatment facility, and this agreement shall be effective for a term of five (5) years from the date of execution of this contract. The term of the Agreement may be renewed as agreed upon in writing by both the parties.

### Use of Effluent: Club's Irrigation System and Main

- (a) The Club shall utilize the effluent delivered by the Authority for golf course irrigation and ornamental watering purposes or other purposes in any manner determined by the Club except that use of the effluent shall be consistent with all local, state, and federal regulations and in such a manner as not to require a federal or state wastewater discharge

Copy via Email: Beth Anne Wilkening  
City of Broken Arrow

APR 22 2014

City Manager's Office

Delivered to  
Reception

**CHARLES L. RAMSAY, JR.**  
1420 West Kenosha  
Broken Arrow, Oklahoma 74012  
(918) 261-5200

April 22, 2014

Mr. Thomas M. Moton, City Manager  
City of Broken Arrow  
220 South First Street  
Broken Arrow, OK 74012

Re: Construction of North 37<sup>th</sup> Street and Related Facilities

Dear Mr. Moton:

As a way of introduction, my partners and I have been developing housing communities in Broken Arrow for over 20 years. We have developed The Reserve at Battle Creek, New Bedford I, II and III, Hartford Park, Fairway Park, Seven Oaks, Seven Oaks South and Brighton Village Additions, resulting in over 1,000 homes for Broken Arrow families. We have always been committed to Broken Arrow's growth and quality, having contributed to the City land for the widening of 61<sup>st</sup> Street and 26 acres across from the Broken Arrow High School, as well as numerous other donations. We are presently considering a request by the City for additional easements in South Broken Arrow to facilitate economic development there.

We have a matter of immediate and substantial concern which must be brought to your attention and resolved. We have been assured, promised and agreements made by the City to construct North 37<sup>th</sup> Street South from East Omaha Street to allow development of 270 acres that we own and have been trying to develop. Some history of this land and the City's involvement with it is instructive.

In 2006, Broken Arrow City officials were attempting to obtain right-of-way and property for sanitary sewer and lift station facilities on 120 acres South of Omaha (51<sup>st</sup> Street South) and adjacent to 37<sup>th</sup> Street (209<sup>th</sup> East Avenue). They had been unsuccessful in locating all of the owners and obtaining easements and sought our help in acquiring the land and granting the easements. We expended substantial funds to locate the many owners, negotiate the purchase and do the legal work necessary for the purchase of the 120 acres. When we acquired the property and granted the City the right-of-way for the sanitary sewer and lift station needed by the City to relieve its overloaded system and consolidate its pump stations, the City agreed to construct North 37<sup>th</sup> Street for access to the property. The new right-of-way and lift station allowed the City to relieve four other pump stations and opened up a large portion of Adams Creek basin. In association with these efforts, we began developing with the City a plan for a regional storm water detention and park facility.

Mr. Thomas M. Moton, City Manager

Page 2

April 22, 2014

We acquired the 120 acres in the area based on assurances and agreements by the City to construct North 37<sup>th</sup> Street. We were also told the street would be constructed if we gave the City some land for the widening of 61<sup>st</sup> Street with a value of \$350,000.00.

In 2011, City Manager, David L. Wooten, issued a letter indicating that the City had "committed Sales Tax Capital Improvement funds for the construction of the road." We have been waiting for the construction of the road since that time.

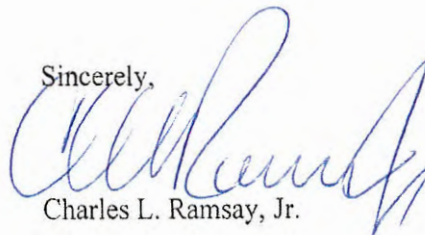
We have been ready to proceed with the development of our 270 acres for two (2) years. Formal agreements have been drafted to memorialize the agreements relating to the construction of 37<sup>th</sup> Street, together with the regional storm water detention facility and City park, neither of which will be possible without the construction of 37<sup>th</sup> Street. Mr. Wooten's 2011 letter further states that funds were approved in the 2011 General Obligation Bond Issue for the construction of the regional detention facility and City park.

It is critical that the City proceed with the construction of 37<sup>th</sup> Street. We were told that the engineering was completed two (2) years ago. We have been incurring substantial expense and damages as a result of the failure of the City to construct the road, including interest costs, an inability to develop and sell tracts, and additional expense for our Silverleaf Addition not being able to access a regional detention facility along the planned roadway. We may lose a sale to an out-of-state developer for an upscale development if progress on the road is not made soon.

This is a project that is good for the City of Broken Arrow, its residents and its revenues. We hope that our relationship with the City does not become adversarial as a result of the City's failure to live up to its commitments. We have always lived up to our commitments to the City and expect it to live up to its commitments.

We request a meeting with you within ten (10) days to address the situation and look forward to hearing from you.

Sincerely,



Charles L. Ramsay, Jr.

CLR:pm

Enclosure

cc: Beth Ann Wilkening



May 23, 2011

To Whom It May Concern

Re: Construction of Road 37<sup>th</sup> Street (209<sup>th</sup> E. Ave), Detention Facility and Park

Gentlemen:

The City of Broken Arrow has been negotiating with Mr. Chuck Ramsay for construction of certain aspects of his proposed development on 37<sup>th</sup> Street (209<sup>th</sup> E. Ave) between Omaha (51<sup>st</sup> St. S.) and Albany (61<sup>st</sup> St. S.). The City is preparing a contract with Mr. Ramsey that will result in construction of 37<sup>th</sup> Street (209<sup>th</sup> E. Ave) between Omaha (51<sup>st</sup> St. S.) and Albany (61<sup>st</sup> St. S.). In addition the contract will call for construction of a detention facility surrounded by a City Park.

The City has committed Sales Tax Capital Improvement funds for construction of the road. In the 2011 General Obligation Bonds election the citizens of Broken Arrow approved the purchase of \$500,000 in bonds for construction of the detention facility and the purchase of \$300,000 in bonds for construction of the park. Funds will be available for construction of these facilities as soon as the final contract between the City and Mr. Ramsey has been signed.

If you require additional information on this matter please contact me.

Sincerely,

David L. Wooden, P. E.  
City Manager

**CHARLES L. RAMSAY, JR.**  
**6314 East 96th**  
**Tulsa, Oklahoma 74137**

November 29, 2007

Mr. Dave Wooden  
City of Broken Arrow  
P.O. Box 610  
Broken Arrow, OK 74013

Re: Donation of Property to City

Dear Mr. Wooden:

The City of Broken Arrow has requested and I have agreed to donate to the City the real estate adjacent to 61st Street described by the accompanying deed. I am pleased to be able to give this land to the City.

Please provide me with an acknowledgment that the City has accepted this donation and that I was not paid any consideration by the City for the property. Thank you for your assistance.

Yours very truly,

Charles L. Ramsay, Jr.



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*INTEROFFICE MEMO*

**To:** Honorable Mayor and City Councilors  
**From:** Thomas M. Moton, Jr., City Manager  
**Date:** May 9, 2014  
**Re:** Updates on Significant Capital Improvement Projects

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1. **Hillside Extension-** It is likely this project will be ready by end of June or the first of July. I don't think it would be ready any earlier than that. We still have some concerns to address about guard rails or barrier along the south side of roadway along wall number 1. As far as scheduling a ribbon cutting, I would just caution to not set a firm date too far in advance. We always catch grief from citizens if a road "looks" ready to open and they can't drive on it. Or if we get some rainy weather or delays wrapping up asphalt and can't get ready. So this one would be good to wait as long as possible to set the actual date and time.
2. **Aspen Widening-** The Aspen contract work should conclude by mid-Aug. Their current contract completion date is earlier than that, but they have some time coming for utility relocation delays and having to wait until the Tucson closure was over on the other contract before we would let them close Tucson west of the Aspen intersection. The closure took place as scheduled on 7 May.
3. **Tucson Widening-** This contract is scheduled for mid-August completion, and they are still on track to complete in this time frame. Of course all the road projects are subject to being affected by weather, but this one has a particularly large, deep creek channel to contend with and they are still down in the creek working on the aprons and head ways for the RCB. I understand we promised developers both Aspen and Tucson these to be done by 1 Sep 2014. We are still on track to do this, so I recommend we continue to plan around that date, but with good weather we might deliver a couple of weeks early.
4. **Water Plant-** Was considered "substantially complete as on 10 April 2014 when we started using the plant to send water to town. Contractor about 60% complete on punch list (300+ items). Fencing, seeding and final site work underway. We still have some pending work to be added by change order to fix some drainage issues, adding sump pumps to keep groundwater out of chemical feed vaults and add a toe drain along a short section of embankment to deal with some seepage, which is typical for this type of project.

5. **Farmer's Market Overflow Parking (Rose District)-** We had the contractor to remove about 1800 cubic yards of wet, silty material encountered when the subgrade was being prepared for the parking lot. The City crews helped hold down the cost of re-work by hauling in millings from a project they were doing to replace the unsuitable material. So we are only paying for the removal of the material. This did add 3 weeks days to the contract which puts us at a completion at 28 June for the lot. During the time we were working out the issue of unsuitable material, we have adjusted the design grades to improve the localized drainage problems that has existed in that locations many years.
  
6. **Broadway Construction (Old Town Infrastructure)-** The contractor has almost completed all the water line improvements associated with the project. And we also encountered some soft areas when we expanded the parking for roadway along the north side. This has been addressed and contractor is essentially complete with milling. We have encountered overruns of several items which were miscalculated on the drawings, so there will be some cost growth of the contract associated with these items. Current contract completion is 21 July.
  
7. **9th Street (Lynn Lane) BAX to Albany (61st)-** Contractor is focused on drainage structures and widening work on the east side of roadway. After Memorial Day, will be looking at some work at Albany intersection which could affect north bound left turns during working hours. It will not be a street closure as there will still be N-S traffic through the intersection. This is being held off until school is out to minimize impact to traffic. It should only be for about 3 days as a new storm drain is extended completely across 9th street on the south side of the intersection. Traffic advisory will be released in about a week. Contract completion is currently 2 Oct 2014.

Respectfully submitted,



Thomas M. Moton, Jr.

nes

Attachments



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*INTEROFFICE MEMO*

**To:** Honorable Mayor and City Councilors  
**From:** Thomas M. Moton, Jr., City Manager  
**Date:** May 9, 2014  
**Re:** Financial Performance Measure & Benchmarking

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The Oklahoma State Auditor and Inspector's website, <http://www.sai.ok.gov>, provides copies of Oklahoma governmental agencies' annual audits. This financial report on the Governmental Fund per capita expenses is based on the data obtained from the following cities' audits: Norman, Edmond, Owasso, Lawton, Stillwater, Midwest City, and Muskogee. The Governmental Fund is a city's main or primary operating fund and covers such services as administration, parks, police, fire services, culture/recreation, building inspections/ permitting/ zoning and interest on long term debt. To better comprehend the City of Broken Arrow's financial performance, the management team benchmarked Broken Arrow to other cities.

I think this metric shows just how well the City of Broken Arrow staff perform with limited resources. Broken Arrow is a leader in the state in terms of the comprehensiveness and quality of the services provided to residents, businesses and visitors. In calculating the amount Governmental Fund expenses used to provide services, Broken Arrow is 38% below the other seven cities. In fiscal year 2013, the City of Broken Arrow had a per capita Governmental Fund expense of \$586.09. Of the other seven cities, Muskogee, Midwest City, and Stillwater had expenses over \$900 per capita. The level of expenses consumed to deliver Governmental Fund services is a good indicator of the adequacy of resourcing for each organization.

In conclusion, it is worth noting that there appears to be a similar trend amongst the seven cities and that the City of Broken Arrow is an outlier. Attached is a table and graphical chart that provides that information in summary form.

Respectfully submitted,

Thomas M. Moton, Jr.

nes

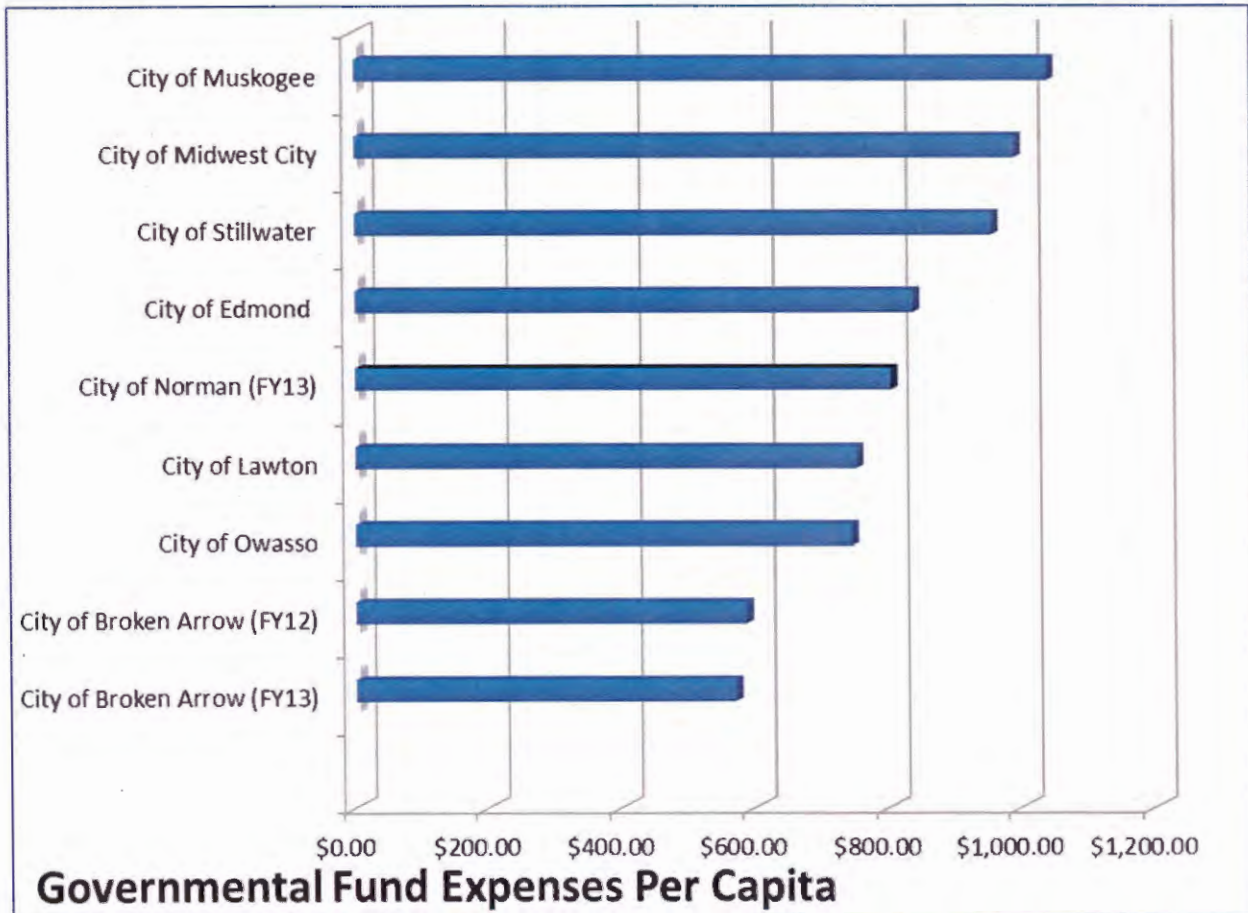
Attachment



**A COMPARISON OF GOVERNMENTAL FUND EXPENSES PER CAPITA TO BROKEN ARROW**

City Name	Fiscal Year Ending	Population	General Gov't Fund Expenses	Exp. Per Capita
Norman	2013	116,000	\$93,225,714	\$803.67
Edmond	2013	84,524	\$70,785,806	\$837.46
Owasso	2013	31,543	\$23,400,000	\$741.84
Lawton	2012	96,800	\$72,738,904	\$751.43
Stillwater	2013	40,000	\$38,243,474	\$956.09
Midwest City	2013	56,080	\$55,563,039	\$990.78
Muskogee	2012	38,981	\$40,555,861	\$1,040.40
Broken Arrow	2013	102,000	\$59,780,970	\$586.09
Broken Arrow	2012	102,000	\$58,214,546	\$570.73
<b>Average General Government Expenses Per Capita</b>				<b>\$808.72</b>

**Difference between Broken Arrow FY 13 and the Comparison Group Average is -37.99%**





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**INTEROFFICE MEMO**

**To:** Honorable Mayor and City Councilors  
**From:** Thomas M. Moton, Jr., City Manager  
**Date:** May 9, 2014  
**Re:** **Revised** Draft of Recommended 2014 General Obligation Bond Projects

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The 2014 General Obligation Bond program ward meeting schedule has been finalized. City staff appreciates your flexible to help make each ward meeting possible.

Attached is the revised report following the initial April 25 report submission in Notes to Council. The report needs further refinement. Additional details about the Old Town Area street improvements were added. Old Town projects are based on the priority list that Council adopted on December 3, 2014, as the Old Town Infrastructure Report. Other items added include the 37<sup>th</sup> Street park and stormwater detention pond; those were items included in the 2011 bond program and inadequate funds are available.

The project list includes all named projects; there are no unnamed projects at this time. However, the list of projects will be updated prior to submission to Council on June 2 to reflect the named projects and a list of unnamed projects built from the final list. Staff needs to do some additional research to arrive at a final bond package total and the package amount will likely be reduced.

A final project report will be provided next week. That report will include the draft list of projects staff will present at the ward meetings beginning May 19. Following additional feedback from the Mayor, City Councilors, community and staff, the list will be updated and presented at the June 2 City Council for adoption by resolution and calling for the general obligation bond election.

Contact me if you have any questions about this memo and the attachment.  
Attachment

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tom", is placed below the text "Respectfully submitted,".

Thomas M. Moton Jr.

nes

attachment

## 2014 GENERAL OBLIGATION BOND PROJECT DESCRIPTIONS

GO BOND 2014

## Streets

23RD STREET: KENOSHA STREET TO HOUSTON STREET, 5-LANE MATCH	\$3,150,000.00
Main Street Streetscapes Phase 4 (Dallas to Houston; College to Detroit)	\$2,625,000.00
OLD TOWN STREETS PHASE 2 & 3 (Ash and 1st Street from College to Dallas)	\$1,050,000.00
37TH STREET: OMAHA STREET TO ALBANY STREET, 3-LANE	\$4,200,000.00
ALBANY STREET: 9TH STREET TO 23RD STREET, 5-LANE/Intersection 23rd Street	\$4,305,000.00
FLORENCE STREET: OLIVE AVENUE TO ASPEN AVENUE, 3-, 5-LANE	\$3,675,000.00
WASHINGTON STREET: GARNETT ROAD TO ASPEN AVENUE, 5-LANE (to be done in 2 Phases GO in 2017 ROW, Utilities)	\$8,820,000.00
ELM PLACE: NEW ORLEANS STREET TO FLORENCE STREET, 5-LANE	\$2,625,000.00
9TH STREET: HOUSTON STREET TO WASHINGTON STREET, 5-LANE	\$3,990,000.00
KENOSHA STREET: DATE AVENUE TO MAIN STREET, 5-LANE	\$1,890,000.00
RESURFACE KENOSHA STREET: ASPEN AVE TO GARNETT RD	\$1,050,000.00
HOUSTON STREET: ELM PL. TO GARNETT ROAD, 3-LANE TO 5-LANE (Engineering)	\$262,500.00
RESURFACE ASPEN AVENUE: WASHINGTON STREET TO NEW ORLEANS STREET	\$1,155,000.00
RESURFACE OF 7 MILES OF 2-LANE ARTERIAL STREETS	\$1,050,000.00
ARROW SUBDIVISION STREETS (MILL/ASPHALT OVERLAY)	\$945,000.00
ASPEN CREEK SUBDIVISION STREETS (MILL/ASPHALT OVERLAY)	\$472,500.00
CENTRAL PARK ESTATES/PLAZA STREETS (CONCRETE REPAIR)	\$840,000.00
LANCASTER PARK/PLACE STREETS (MILL/ASPHALT OVERLAY)	\$393,750.00
WEDGEWOOD SUBDIVISION STREETS (CONCRETE REPAIR)	\$393,750.00
WOLF CREEK SUBDIVISION STREETS (CONCRETE REPAIR)	\$1,785,000.00
	<b>\$44,677,500.00</b>
<b>TOTAL</b>	<b>\$44,677,500.00</b>

## Quality of Life

BAPS 40 acres behind ball fields (additional playing fields for southwestern BA)	\$2,415,000
Rose West Park: Dog park and trail head restroom	\$472,500
Liberty Parkway Trail: Restroom at Aspen or Elm	\$315,000
Chisholm Trail South Park: Miracle Field, Adult softball 5-plex, Trails network, Regional Playground, Restrooms, pavilion 5 plex, Security Lighting	\$4,200,000
Arrowhead Park: Expand concession, restrooms, and construct umpires building	\$525,000
Indian Springs Regional Sports Complex: Light additional soccer fields, and new playground at west complex	\$840,000
Battle Creek Golf Club: Connect banquet facility to pro shop	\$157,500
Leisure Park: New splash pad and new playground	\$367,500

Country Aire Park: New playground	\$157,500
Copper Creek Park: Refurbish playground	\$126,000
Vandever Park: New playground	\$178,500
Nienhuis: Covert football field to synthetic turf, and add security lighting to park	\$1,890,000
Community Trail Network per Trail Master Plan (GO Plan)	\$2,100,000
37th Street Park (continuatuion from 2011 GO Bond)	\$262,500
	\$14,007,000
<b>Total</b>	<b>\$14,007,000</b>

### Public Safety

Police/Fire Training Center	\$367,500
Police Mobil Data Technology	\$630,000
Radio Communications Tower in south sector of BA	\$787,500
Police & Fire Command/Special Operations Team Vehicle	\$682,500
Public Safety Complex Phase II	\$4,200,000
Roadway improvements to access Public Safety Complex (West 6th b/w Kenosha and Madison)	\$525,000
Fire Station #3 Replacement of Existing Station and Purchase of Engine (supp 2011 GO for \$2M)	\$2,100,000
Ladder Truck	\$1,470,000
Replacement of all Self-Contained Breathing Appartus (SCBA)	\$840,000
Fire Station #7 Land Acquisition and Design	\$787,500
	\$12,390,000
<b>Total</b>	<b>\$12,390,000</b>

### Public Buildings

Land & Engineering for expansion of Maintenance Center	\$787,500
Land for regional roadway emergency snow (storage of sand, salt)	\$525,000
Creative Art Center 15,000 S/F - Rose District will include 2008 GO to revote Art Center \$1.4M	\$4,547,250
	\$5,859,750
<b>Total</b>	<b>\$5,859,750</b>

### Stormwater

NEEDA REGIONAL DETENTION FACILITY PHASE I	\$315,000.00
NEEDA REGIONAL DETENTION FACILITY PHASE II	\$315,000.00
BRIDGE UPGRADE PHASE 1	\$315,000.00
BRIDGE UPGRADE PHASE 2	\$315,000.00
BRIDGE UPGRADE PHASE 3	\$315,000.00

37th Street Detention (Supplement to 2011 GO Bond)	\$367,500.00
ALBANY STREET: 9TH STREET TO 23RD STREET, 5-LANE	\$2,100,000.00
	\$4,042,500.00

<b>Total</b>	<b>\$4,042,500.00</b>
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<b>2014 General Obligation Bond Total Projects</b>	<b>\$80,976,750.00</b>
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**Repurposing Prior Bonds**

2008 Acquisition of building/land for Art Center	\$1,400,000
2004 50,000 SF Conference/Convention Center	\$6,575,000
<b>Total</b>	<b>\$7,975,000</b>

**1. STAFF REPORTS / ITEMS REQUIRING IMMEDIATE ATTENTION PART 2**

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*INTEROFFICE MEMO*

**To:** Thomas M. Moton, Jr., City Manager  
**From:** Beth Anne Wilkening, City Attorney  
**Date:** April 8, 2014  
**RE:** Manual of Fees

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Attached please find a very rough, preliminary draft of the Manual of Fees which include proposed revisions to current fees and license structures. With the assistance of Legal Department Staff, I am in the process of drafting revisions to all ordinances referencing fees and meeting with the Department Directors to coordinate any further proposed modifications to the fees, as well as the ordinances. Pursuant to our earlier discussions, the Legal Department will have a final draft of the Manual of Fees ready for your review next week. The only fees that are anticipated for adjustment after next week will be those recommended pursuant to the Utility Rate Study.

It is our intention to have the Manual of Fees ready for adoption by Resolution at the June 16<sup>th</sup> Council Meeting. The proposed ordinance amendments, which will provide reference to the Manual of Fees, will be previewed at the June 2<sup>nd</sup> Council Meeting, and on for final adoption on June 16<sup>th</sup>.

Should you have any questions or need additional information, please do not hesitate to call.

BAW:rjh  
Attachment



# Manual of Fees

Updated Aug. 20, 2013





## General Services Fees City of Broken Arrow Fees

Building Permit Plan Review & Application Fees (residential and commercial)-  
\$100.00 non-refundable review fee

### BUILDING PERMIT FEES

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Total Area	Permit Fees
Less than 200 square feet	<del>\$57.00</del> <u>60.00</u>
200 square feet to 499 square feet	<del>\$86.00</del> <u>90.00</u>
500 square feet to 999 square feet	<del>\$129.00</del> <u>135.00</u>
1,000 square feet to 1,499 square feet	<del>\$179.00</del> <u>185.00</u>
1,500 square feet to 1,999 square feet	<del>\$229.00</del> <u>240.00</u>
2,000 square feet to 2,499 square feet	<del>\$272.00</del> <u>290.00</u>
2,500 square feet to 2,999 square feet	<del>\$429.00</del> <u>450.00</u>
3,000 square feet to 3,499 square feet	<del>\$500.00</del> <u>525.00</u>
3,500 square feet to 3,999 square feet	<del>\$572.00</del> <u>600.00</u>
4,000 square feet to 4,499 square feet	<del>\$615.00</del> <u>650.00</u>
4,500 square feet to 4,999 square feet	<del>\$679.00</del> <u>725.00</u>
5,000 square feet or more = the square footage × \$40.7541.00 × 1/30.33 × 1%0.01 plus \$100.00	
<u>(Square footage × \$40.7541.00 × .33 × 0.01 + \$100.00 = Permit fees)</u>	
Room additions and remodels	\$3.30 × est. cost × .001 + \$40.7541.00 or a \$50.00 minimum
Swimming pools and spas:	\$3.30 × est. cost × .001 + \$40.7541.00
Storage buildings and storm shelters to follow above table	(based on sq. ft.)
Retaining wall (3' height or greater)	<del>\$50.00</del> <u>55.00</u>
Fuel tanks (in-ground/above ground) installation or removal	<del>\$2.15</del> <u>2.37</u> per \$1,000 plus \$50.00
Canopy, patio covers, and decks	<del>\$0.36</del> <u>40</u> per square foot + \$50.00
Temporary buildings or tents	<del>\$0.36</del> <u>40</u> per square foot + \$50.00 not to exceed \$143.00
Mobile/manufactured homes	<del>\$72.00</del> <u>79.00</u>
Job Trailers	<del>\$72.00</del> <u>79.00</u>
Demolition permit (residential/commercial) structure	<del>\$72.00</del> <u>79.00</u>
Automatic fire-extinguishing system/fire suppression system permit	<del>\$50.00</del> <u>55.00</u>
Fire alarm system permit	<del>\$50.00</del> <u>55.00</u>
Provisional certificate of occupancy	<del>\$50.00</del> <u>55.00</u>
Work started without a permit	<del>\$100.00</del> <u>110.00</u>

OUBCC Fees in addition to the above: State \$4.00 and City \$.50

**Trade Permits for Residential Construction**

Square foot	1,000– 1,499	1,500– 1,999	2,000– 2,499	2,500– 2,999	3,000– 3,499	3,500– 3,999	4,000– 4,499	4,500 or greater
Trade#								
Electric*	\$186205	\$186205	\$206227	\$215237	\$238262	\$274301	\$369406	\$500550
Mechanical*	\$8290	\$8290	\$144158	\$144158	\$206227	\$206227	\$267294	\$267294
Plumbing*	\$214235	\$275303	\$290319	\$353388	\$370407	\$421463	\$455501	\$5715628
Fuel Gas*								
Gas Pipe	\$3437	\$3437	\$3741	\$3741	\$4550	\$4550	\$4550	\$4550
Gas Meter	\$212325	\$212325	\$212325	\$212325	\$212325	\$212325	\$212325	\$212325

\* Permit fee includes all required inspections

**Rejected inspection subject to recall fees: Structures over 5,000 square feet may require itemized inspection fees as listed below**

**TRADE PERMITS (includes one inspection)**

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Backflow preventer (replacement or repair)	\$50.0060.00
Trade permit (replacement or repair)	
Plumbing	\$50.0060.00
Electrical	\$50.0060.00
Mechanical	\$50.0060.00
Building (not specified elsewhere)	\$50.0060.00

**Electrical Inspection Fees**

First 100-amp capacity Electric Service per meter	\$21.0025.00
Each additional 100-amp capacity	\$14.00
Rough-in inspection	\$21.0025.00
Plus each opening	\$0.55
Circuits added to existing building or structures	\$25.00
First added circuit	\$21.00

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Each additional circuit	\$14.00
Any motor not included in the schedule of devices	\$25.00
First horsepower or fraction thereof	\$14.00
Each additional horsepower or fraction thereof	\$2.75*

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\* Note: This fee shall apply to one or more motors at the same location, irrespective of the number of motors inspected.

Luminous tube signs, border lights or outline lighting, per transformer	<del>\$21.00</del> 25.00
Elevators, in addition to fee for motors, each elevator	<del>\$21.00</del> 25.00
Rectifiers	<del>\$21.00</del> 25.00
First 600-watt capacity	\$21.00
Each additional 100-watt capacity	\$14.00
Electrical work done in/on structures composed wholly/partially of canvas	<del>\$21.00</del> 25.00
Temporary power connections (saw poles, etc.)	<del>\$21.00</del> 25.00
All work, <del>old or new,</del> not covered elsewhere in this schedule	<del>\$21.00</del> 25.00
Final inspection	<del>\$21.00</del> 25.00
Re-inspection (recall) of work that failed previous inspections	\$50.00
Walk-thru inspection	\$75.00
Work started without a permit, plus cost of permit	<del>\$100.00</del> 110.00

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### Plumbing Inspection Fees

Gas meter	<del>\$21.00</del> 25.00
Gas piping per meter	<del>\$21.00</del> 25.00
Additional per opening	\$2.75
Sewer connection to riser	<del>\$21.00</del> 25.00
Sewer tap	<del>\$21.00</del> 25.00
New water connection	<del>\$21.00</del> 25.00
Rough plumbing inspection	<del>\$21.00</del> 25.00
Top-out inspection	<del>\$21.00</del> 25.00
Each fixture after the first three	\$2.75
Backflow preventer	<del>\$21.00</del> 25.00
Control valve and head installation when required by inspection division	<del>\$21.00</del> 25.00
Final inspection	<del>\$21.00</del> 25.00
All work, <del>old or new,</del> not covered elsewhere in this schedule	<del>\$21.00</del> 25.00
Re-inspection (recall) of work that failed previous inspections	\$50.00
Walk-thru inspection	\$75.00
Work started without a permit, plus cost of permit	<del>\$100.00</del> 110.00

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### Mechanical Inspection Fees

Gas meter	<del>\$21.00</del> 25.00
Gas piping, per meter	<del>\$21.00</del> 25.00
Additional per opening	\$2.75

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Heating	
Each appliance	\$21.0025.00
Ducts, per system, per trip	\$21.0025.00
Residential HVAC change-out of furnace, coil, and/or condenser (first system inspection fee is included in permit fee)	\$21.0025.00
Temporary gas service for construction purposes	\$21.0025.00
Air compressors and tanks, per receiver	\$21.0025.00
Pressure vessels	\$21.0025.00
Refrigeration unit, 1½ horsepower to 24 horsepower per unit	\$21.0025.00
Refrigeration unit, 25 horsepower to 49 horsepower	\$27.00
Refrigeration unit, 50 horsepower to 99 horsepower	\$34.00
Refrigeration unit, 100 horsepower and over	\$48.00
Hot and/or chilled water piping, per coil	\$2.7525.00
Replacement of any major part of a mechanical system	\$21.0025.00
Inspections call on work to be concealed, per trip	\$21.0025.00
Final inspection	\$21.0025.00
All work, <del>old or new</del> , not covered elsewhere in this schedule	\$21.0025.00
Re-inspection (recall) of any work that failed previous inspections	\$50.00
Walk-thru inspection	\$75.00
Work started without a permit, plus cost of permit	\$100.00110.00

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#### Automatic Fire-Extinguishing System Inspection Fees:

Automatic fire-extinguishing system inspections:	\$21.0025.00
All work, <del>old or new</del> , not covered elsewhere in this schedule	\$21.0025.00
Underground piping	\$21.0025.00
Fire suppression underground piping	\$21.0025.00
Fire suppression above ground	\$21.0025.00
50% installation inspection	\$21.0025.00
Final inspection	\$21.0025.00
Re-inspection (recall) of any work that failed previous inspection	\$50.00
Walk-thru inspection	\$75.00
Work started without a permit, plus cost of permit	\$100.00110.00

#### Automatic Fire Alarm System Inspection Fees

All work, <del>old or new</del> , not covered elsewhere in this schedule	\$21.0025.00
Final inspection	\$21.0025.00
Re-inspection (recall) of any work that failed previous inspection	\$50.00
Walk-thru inspection	\$75.00

Work started without a permit, plus cost of permit

~~\$100.00~~110.00

**NFPA Life Safety Code 101 inspections for new construction and/or renovations requiring a building permit:**

Inspections not covered elsewhere in this schedule	<del>\$21.00</del> 25.00
Final inspection	<del>\$21.00</del> 25.00
Re-inspection (recall) of any work that failed previous inspection	\$50.00
<u>Walk-thru inspection</u>	<u>\$75.00</u>
Work started without a permit, plus cost of permit	<del>\$100.00</del> 110.00

**Water Meter Tap Fees**

Tap Size (In Inches)	Cost
¾"	\$550.00
1"	\$690.00
1½"	\$3,180.00
2"	\$4,365.00
3"	\$9,305.00
4"	\$11,195.00
6"	\$13,165.00

**Change of water meter (main line side of street only): Cost of new tap less \$50.00**

**Additional requirements:**

Tap Size (in inches)	Line Size (in inches)	Inside City Limits	Outside City Limits
2" or smaller on	13" and larger	\$100.00	\$150.00
3" or larger on	13" and larger	\$500.00	\$750.00
Any size over 24"		\$5,300.00	\$7,500.00

**Street crossing for water meter inside city**

Line Size	Permit Fees
1"	\$265.00
2"	\$350.00

Crossing in rock	\$500.00
Crossing larger than 2": Cost to be reimbursed to the City of Broken Arrow	

### Main Line Water Connections

Main line water tap	\$2,400.00*
24" water line	\$3,500.00*
	-

\* Unused portion to be refunded

### Irrigation Permit Fees

Irrigation installation permit	<del>\$50.00</del> 55.00
Backflow preventer	<del>\$50.00</del> 55.00

### Sign Permit Fees

Permanent ground sign - Height under 12 feet	<del>\$60.00</del> 66.00100.00
Permanent ground sign - Height 12 feet to 20 feet	\$200.00
Permanent ground sign - Height 20 feet & higher	\$300.00
Accessory/Secondary Ground Sign	\$40.00
Wall sign - Principal Sign	<del>\$40.00</del> 44.0075.00
Wall sign - Secondary/Additional wall signs	\$40.00
Awnings/Canopy sign	<del>\$40.00</del> 44.00
Projecting sign	<del>\$40.00</del> 44.00
Mobile ground sign	<del>\$48.00</del> 53.00
Copy change or remove and rehang	<del>\$25.00</del> 28.00
Air-supported balloon	<del>\$32.50</del> 36.00
Banners	<del>\$25.00</del> 28.00
Construction sign	<del>\$33.00</del> 36.00
Copy Change, Remove & Rehang	\$50.00
Balloon	<del>\$32.00</del> 35.00
Temporary/Banner/Inflatable/Mobile Ground sign	\$50.00
Work started without a permit, plus permit cost	<del>\$100.00</del> 110.00

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### Miscellaneous Permit Fees

Recreational fire	No Fee
Residential burn permits (less than 5 acres)	\$50.00
Burn permit (5 acres or greater) i.e., agricultural	\$50.00
Commercial burn permit	\$79.00
Commercial fireworks display	\$100.00
Residential Fireworks discharge	\$20.00
Parking lot ( <del>new</del> , addition or renovation)	<del>\$72.00</del> 75.00
Curb cut/street cut	<del>\$50.00</del> 55.00
Liquefied petroleum gas equipment	\$36.00
Blasting permit, per day	<del>\$36.00</del> 40.00

### Park Grove Cemetery Fees

Grave Space for Broken Arrow Residents	\$1,550.00
Grave Space for non-residents	\$2,500.00
Grave Opening or closing	\$1,070.00
Opening for cremation interment	\$600.00
Disinterment, all spaces	\$2,000.00
Babyland grave space	\$100.00
Babyland grave opening or closing	\$100.00
Monument settings	\$.60 per sq. inch

### Sanitation Fees

Standard Monthly Fee	\$15.00
Limit of 10 bags of yard waste per household per pick up	no fee
Each bag over 10	\$1.00 per bag
Yard Waste bags larger than 30 gallons	charged as 2
Mattress and/or Spring Sets	\$15.00
Hot Water Heaters	\$10.00
Major Appliances	\$15.00
Disassembled Swing Sets	\$10.00
Furniture Items	\$10.00
Loose Brush Pick Ups	\$5.00
Pick Up Bulk Trash Loads	\$30.00
Dump Truck Loads	\$75.00

Carpet 1 foot in diameter and 10-12 feet long

\$10.00

**License/Registration Fees \*\*\* Escrow deposits required per Chapter 6**

Code	License Type	Cost/year	Ordinance	Expiration
AOVRD	Oversized Load Company (annual)	<del>\$75.00</del> 83.00 + \$10-11 each or \$25 w/o registration	Ch. 7	Specific dates
AP	Ambulance Personnel	<del>\$25.00</del> 28.00	Ch. 7	April 30th
AT	Ambulance Service Transport Company	<del>\$150.00</del> 165.00	Ch. 7	April 30th
ALA	Animal License Altered	<del>\$5.00</del> 6.00	Ch. 5	Sept 30th
AL	Animal License Unaltered	<del>\$15.00</del> 17.00	Ch. 5	Sept 30th
ALH	Animal Hobbyist Permit	<del>\$50.00/25.00</del> 55.00/28.00	Ch. 5	Sept 30th
B2	Beer for Consumption on Premises	<del>\$20.00</del> 11.00	Ch. 4	April 30th
B1	Beer Package (Reasor's/QT Etc.)	<del>\$10.00</del> 11.00	Ch. 4	April 30th
	Certificate of Compliance Re-inspection (recall) of work that failed previous inspection	<del>\$32.50</del> 36.00 <del>\$7.50</del> 8.00	Ch. 4	
CR	Curbside Recycle	<del>\$10.00</del> 11.00	Ch. 12	one year
DD	Dangerous Dog	<del>\$25.00</del> 28.00	Ch. 5	Sept 30th
ELC	Electrical Contractor***	\$150.00	Ch. 6	State Exp. Birthday
EA	Exotic Animal	<del>\$100.00</del> 110.00	Ch. 5	Specific dates
FL	Food License Establishment	Per County	Ch. 11	June 30th
FLV	Food License Vehicle	Per County	Ch. 11	June 30th
FIRE	Fire Suppression Company Registration***	\$75.00	Ch. 6	Birth day
FAL	Fire Alarm Company Registration***	\$75.00	Ch. 6	Birth day
GC	Gated Community	<del>\$20.00</del> 22.00	Ord. 2677	Dec. 31st
GCONTR	General Contractor/Builder***	<del>\$75.00</del>	Ch. 6	Birth day
HMOVE	House Movers	<del>\$100.00</del> 110.00	Ch.7	Sept 30th
FRP	Intrusion Alarm Permit	<del>\$24.00/\$10.00</del> 26.00/11.00	Ch. 3.7	Sept 30th
IRG	Irrigation Contractor ***	\$150.00	Ch. 6	State Exp. Birthday
IM	Itinerant Merchant	<del>\$110.00</del> 121.00	Ch. 7	120 days maximum
LD	Limousine Driver	<del>\$10.00</del> 11.00 per person	Ch. 7	April 30th
LC	Limousine Service	<del>\$25.00</del> 28.00 per vehicle	Ch. 7	April 30th
MAE	Massage Establishment License	<del>\$100/</del> 75110.00/83.00	Ch. 7	April 30th
MAAP	Massage Apprentice	<del>\$30.00</del> 33.00	Ch. 7	April 30th
MATC	Massage Technician	<del>\$45/</del> 3050.00/33.00	Ch. 7	April 30th
MATR	Massage Therapist	<del>\$45/</del> 3050.00/33.00	Ch. 7	April 30th
MAOS	Massage Outcall Service	<del>\$45/</del> 3050.00/33.00	Ch. 7	April 30th
MEC	Mechanical Contractor ***	\$150.00	Ch. 6	State Exp. Birthday
MS	Motor Cycle Escort Service	<del>\$25.00</del> 28.00	Ch. 7	April 30th
OTBW	Occupation Tax/Beer & wine*	<del>\$500.00/</del> 450.00550.00/495.00	Ch. 4	one year



<u>OTC</u>	Occupation Tax/Caterer	<u>\$1,000.00/\$900.00</u> <u>1,100.00/990.00</u>	Ch. 4	one year
<u>OTB</u>	Occupation Tax/Brewer	<u>\$1,250.00</u> <u>1,265.00</u>	Ch. 4	one year
	Occupation Tax, Distiller	<u>\$3,125.00</u> <u>3,438.00</u>	Ch. 4	one year
<u>OTWO</u>	Occupation Tax/Oklahoma winemaker	<u>\$75.00</u> <u>83.00</u>	Ch. 4	one year
OT	Occupation Tax/Liquor Store Renewal	<u>\$900.00</u> <u>990.00</u>	Ch. 4	April 30th
OT1	Occupation Tax/Liquor Store New	<u>\$1,000.00</u> <u>1,100.00</u>	Ch. 4	April 30th
OTL	Occupation Tax/Mix Beverage Renewal	<u>\$900.00</u> <u>990.00</u>	Ch. 4	April 30th
OTL1	Occupation Tax/Mixed Beverage New	<u>\$1,000.00</u> <u>1,100.00</u>	Ch. 4	April 30th
	Occupation Tax/Rectifier	<u>\$3,125.00</u> <u>3,438.00</u>	Ch. 4	one year
<u>OTWHB</u>	Occupation Tax/Wholesaler	<u>\$3,500.00</u> <u>3,850.00</u>	Ch. 4	one year
	Occupation Tax/Wholesaler Class B**	<u>\$625.00</u> <u>688.00</u>	Ch. 4	one year
OTW1	Occupation Tax/Wine-New	<u>\$500.00</u> <u>550.00</u>	Ch. 4	April 30th
OTW	Occupation Tax/Wine Renewal	<u>\$450.00</u> <u>495.00</u>	Ch. 4	April 30th
<u>OTWM</u>	Occupation Tax/Winemaker	<u>\$625.00</u> <u>688.00</u>	Ch. 4	one year
PB	Pawn Broker	<u>\$50.00</u> <u>55.00</u>	Ch. 7	April 30th
PDL	Peddler/Solicitors License	<u>\$35.00</u> <u>39.00</u>	Ch. 7	up to 60 days maximum
PRNEW	Peddler Renew	<u>\$20.00</u> <u>22.00</u>	Ch. 7	up to 60 days maximum
PLC	Plumbing Contractor***	\$150.00	Ch. 6	State Exp. Birthday
PDL	Public Dance Establishment	<u>\$200.00</u> <u>220.00</u>	Ch. 7	one year
REC2	Recreation Center for Adults	<u>\$200.00</u> <u>220.00</u>	Ch. 7	one year
REC1	Recreation Center for Family	<u>\$200.00</u> <u>220.00</u>	Ch. 7	one year
SEORT	Sexually Oriented Business	<u>\$1,000.00</u> <u>1,100.00</u>	Ch. 7	one year
<u>SHR</u>	Shooting Range	<u>\$50.00</u> <u>55.00</u>	Ch. 7	one year
SIG	Sign Contractor***	\$150.00	Ch. 6	State Exp. Birthday
SEBL	Special Event Beer/Liquor	<u>\$50.00</u> <u>55.00</u>	Ch. 4	Specific dates
TH	Trash Service (Refuse)	<u>\$200.00</u> <u>220.00</u>	Ch. 12	April 30th
TXC	Taxi Cab	<u>\$25.00</u> <u>28.00</u> /vehicle	Ch. 7	April 30th
TXD	Taxi Cab Driver	<u>\$10.00</u> <u>11.00</u> /person	Ch. 7	April 30th

**\*For those service organizations which are exempt under section 501(c)(19) of the Internal Revenue Code, the occupation tax for mixed beverage or bottle club license shall be \$500.00 per year.**

**\*\*If a brewer or a class B wholesaler also holds a license from the state to manufacture or wholesale any non-intoxicating malt beverage then the occupation tax for such brewer or class B wholesaler shall be reduced by 75 percent.**

**\*\*\* Escrow deposits required per Chapter 6.**

### Annexation Fees

Annexation or De-annexation*	\$350.00
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\*+ \$6.00 per mailed notice + publication cost will be billed by newspaper.

### Comprehensive Plan Fees

Comprehensive Plan	\$350.00
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### Zoning Application Fees\*

0-.99 acres	\$100.00*
1-4.99 acres	\$150.00*
5-19.99 acres	\$200.00*
20 or more acres	\$300.00*

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\*+ \$6.00 per mailed notice + publication cost will be billed by newspaper.

### Specific Use Fees

Specific Use Permits*	\$350.00
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\*+ \$6.00 per mailed notice + publication cost will be billed by newspaper.

### Planned Unit Development (PUD) Application Fees\*

New Application	\$350.00
Major Amendment	\$350.00
Minor Amendment	\$300.00
Comprehensive Plan	\$300.00

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\*+ \$6.00 per mailed notice + publication cost will be billed by newspaper.

### Platting/Development Fees

Preliminary Plat Application	\$150.00 + \$5 per lot
Conditional Final Plat Application	\$150.00 + \$5 per lot
Plat Filing/Release Fee	\$150.00 + \$5.00 per lot

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### Site Plan Fees/Landscape Plan Fees\*\*

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0-4.99 acres	<u>\$60.00</u>
5-19.99 acres	<u>\$100.00</u>
20 acres or more	<u>\$150.00</u>

**\*\* Individual submittals will be charged separately.**

### Board of Adjustment

Board of Adjustment*	<u>\$350.00</u>
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\*+ \$6.00 per mailed notice + publication cost will be bill by newspaper.

### Platting/Development Fees

<u>Preliminary Plat Application</u>	<u>\$150.00 + \$5 per lot</u>
<u>Conditional Final Plat Application</u>	<u>\$150.00 + \$5 per lot</u>
<u>Plat Filing/Release Fee</u>	<u>\$150.00 + \$5.00 per lot</u>
<u>Excess Capacity Fee</u>	<u>\$700.00 per acre</u>
<u>Street signs</u>	<u>\$150.00 per sign</u>
<u>Honorary Street Sign—6" sign</u>	<u>\$86.00</u>
<u>Honorary Street Sign—9" sign</u>	<u>\$100.00</u>
<u>Drainage system improvements pro-rate cost</u>	<u>*</u>
<u>Earth Change Permit</u>	<u>\$50.00</u>
<u>Public Improvements/Utility Bonds:</u>	<u>100% performance and maintenance on all improvements except sidewalks. Sidewalks require performance only. Expiration date of bonds to be 1 year from the date of acceptance by the City. Payment bonds are required</u>
<u>Zoning Verification Letter</u>	<u>\$50.00</u>

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**\*Applicability determined at plat release.**

### Zoning Application Fees\*

0-.99 acres	<u>\$75.00</u> <del>100.00*</del> + postage (\$2.00 per letter)
1-4.99 acres	<u>\$100.00</u> <del>150.00*</del> + postage (\$2.00 per letter)
5-19.99 acres	<u>\$150.00</u> <del>200.00*</del> + postage (\$2.00 per letter)
20 or more acres	<u>\$200.00</u> <del>300.00*</del> + postage (\$2.00 per letter)
*Plus publication/classified column cost will be billed by newspaper	-

**Miscellaneous Fees**

<u>Annexation or De-annexation*</u>	<u>\$350.00</u>
<u>Specific Use Permits*</u>	<u>\$350.00</u>
<u>Board of Adjustment*</u>	<u>\$350.00</u>
<u>Lot Split</u>	<u>\$75.00</u>
<u>Lot Combination</u>	<u>\$75.00</u>
<u>Limit of No Access (LNA)</u>	<u>\$75.00</u>
<u>Zoning Verification letter</u>	<u>\$50.00</u>
<u>Excess Capacity Fee</u>	<u>\$700.00 per acre</u>
<u>Street signs</u>	<u>\$150.00 per sign</u>
<u>Honorary Street Sign – 6" sign</u>	<u>\$86.00</u>
<u>Honorary Street Sign – 9" sign</u>	<u>\$100.00</u>
<u>Drainage system improvements pro-rate cost</u>	<u>*</u>
<u>Earth Change Permit</u>	<u>\$50.00</u>
<u>Public Improvements/Utility Bonds:</u>	<u>100% performance and maintenance on all improvements except sidewalks. Sidewalks require performance only. Expiration date of bonds to be 1 year from the date of acceptance by the City. Payment bonds are required</u>
<u>Zoning Verification Letter</u>	<u>\$50.00</u>

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**\*+ \$6.00 per mailed notice + publication cost will be bill by newspaper.**

**Planned Unit Development (PUD) Application Fees**

<u>New Application</u>	<u>\$225.00*300.00</u>
<u>Major Amendment</u>	<u>Same as new application\$300.00</u>
<u>Minor Amendment</u>	<u>same as site plan fees</u>
<u>Comprehensive Plan</u>	<u>\$300.00</u>
<u>—amendment application</u>	<u>same as zoning application fees</u>

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**Miscellaneous Fees**

<u>Annexation or Deannexation</u>	<u>No-Charge*\$100.00*</u>
<u>Specific Use Permits</u>	<u>\$100.00*</u>
<u>Board of Adjustment</u>	<u>\$120.00*</u>
<u>Special Exception Mobile Home Permit</u>	<u>\$250.00*</u>
<u>*+ publication/classified column cost will be billed by newspaper</u>	<u>-</u>

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Lot Split	\$35.00
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**Site Plan Fees/Landscape Plan Fees\***

0-4.99 acres	<del>\$35.00</del> \$60.00
5-19.99 acres	<del>\$50.00</del> \$100.00
20 acres or more	<del>\$75.00</del> \$150.00

**\*Individual submittals will be charged separately.**

**Landscape Plan Fees**

0-4.99 acres	\$35.00
5-19.99 acres	\$50.00
20 acres or more	\$75.00

**Miscellaneous Copy Fees**

Planning Calendar	no charge
Comprehensive Plan Brochure	no charge
Comprehensive Plan	<del>\$35.00</del> \$50.00
Zoning Ordinance	<del>\$20.00</del> \$30.00
Land Subdivision Code	<del>\$20.00</del> \$30.00
Standard Construction Specifications	<del>\$20.00</del> \$30.00
Zoning Maps	Available online
Development Policy Handbook	<del>\$25.00</del>
Development Policy Handbook	\$25.00

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**Platting/Development Fees**

Preliminary Plat Application	\$100.00 <del>150.00</del>
Plat Filing Fee	<del>\$150.00 + \$5.00 per lot</del> \$2.00 per lot or \$100.00 whichever is greater
Excess Capacity Fee	\$700.00 per acre
Water lines under payback contract	*
BAUA sewer line	*\$750.00
Indian Springs lift station	\$104.67 per acre
Street Improvements assessments	*
Street signs	\$75.00 <del>150.00</del> per sign
Drainage system improvements pro-rate cost	*
Reimbursement for water and sewer line construction	*
Earth Change Permit	\$50.00
Blasting Permits (if applicable)	\$36.00/day insurance required
Public Improvements/Utility Bonds:	<i>100% performance and maintenance on all improvements except sidewalks. Sidewalks require performance only. Expiration date of bonds to be 1 year from the date of acceptance by the City. Payment bonds are required</i>
Zoning Verification Letter	<del>\$35.00</del>
<i>*applicability determined at plat release</i>	

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## Water Department Fees

### Application for Service Deposit Charge

<i>Tap Type</i>	<i>Inside City Limits</i>	<i>Outside City Limit</i>
Single Family	\$100.00	\$125.00
Multifamily/Commercial/Office/Light Industrial	\$100.00	\$125.00
Heavy Industrial/Park/Cemetery/Golf Course	\$225.00	\$350.00

*\* Deposits may be increased at the discretion of the City Manager or designee. Normal deposits will be 2 months est. billing during max service*

### Water Service Transfer Charge

<i>Transfer Type</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Location Transfer	\$20.00	\$30.00
Ownership Transfer	\$5.00	\$10.00

### Temporary (Construction Meters) Service Charges

<i>Service</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Meter Deposit	\$700.00	\$900.00
Installation	\$15.00	\$30.00
Daily Rental	\$5.00	\$7.50

### Meter Testing Charges

<i>Meter Size (in inches)</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
3/4"	\$20.00	\$30.00
1	\$20.00	\$30.00
over 1"	Cost will be direct reimbursement of cost to city for testing by contract	

### Discontinuance of Service

Type of Charge	Inside City Limits	Outside City Limits
Returned Check *	\$20.00	\$40.00
Disconnect turn on charge	\$50.00	\$60.00
Water meter replacement	\$15.00	\$30.00
Replacement of water meter box	\$100.00	\$150.00
Replacement of meter vault	Cost of Labor and Materials	Cost of Labor and Materials
* service performed after normal working hours, add \$25.00		

### Reread and Leak Test Charges

Type of Charge	Inside City Limits	Outside City Limits
Leak test and reread charge	\$15.00	\$30.00

### Water Rates

Water Meter Size	Rate
3/4 inch or less in size	\$7.70
1 inch	\$8.50
1 1/2 inch	\$9.50
2 inch	\$12.00
3 inch	\$30.00
4 inch	\$36.50
6 inch	\$55.00
8 inch	\$75.00
10 or more inches	\$101.00
* The cost per 1,000 gallons or fraction thereof shall be \$3.31	

### Special Contract Water Rates

Base Charge for meter used during limited term	\$100.00 per month
Default Charge Per 1,000 gallons or fraction thereof	\$3.31
Customer takes less than 50% during peak months	\$3.48
Customer takes 50% or more during peak months	\$4.61
Emergency Service with no contract	\$4.61
Peak Months: June, July, August, September	rates are Per 1,000 gallons or fraction thereof



## Sewer Fees

### Sanitary Sewer Fees

Physical Connection to sanitary sewer	\$25.00
Flat Service Charge	\$14.50 inside city limits \$22.00 outside city limits
Septic Waste Dumping Fee Per Vehicle Load	\$75.00

### Industrial Pretreatment Charges and Fees

<i>Type of Charge</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Permit Application Fee	\$400.00	\$600.00
Biannual Permit Renewal	\$400.00	\$600.00
Monitoring, Inspecting, Surveillance*	\$50.00	\$50.00
Appeal Processing Fee (per appeal)	\$50.00	\$50.00
BOD Surcharge (per pound)	\$0.16	\$0.16
TSS Surcharge (per pound)	\$0.10	\$0.10
Oil and Grease Surcharge (per pound)	\$0.05	\$0.05
*this fee is in addition to direct charges for testing by independent laboratories if required		

### Industrial Pretreatment Charges and Fees

<i>Type of Charge</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
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Oil and Grease Surcharge (per pound)	\$0.05	\$0.05
*this fee is in addition to direct charges for testing by independent laboratories if required		

### Sewer Rates

Water Meter Size	Rate
3/4 inch or less in size	\$7.50
1 inch	\$8.40
1 1/2 inch	\$9.30
2 inch	\$9.90
3 inch	\$10.40
4 inch	\$12.60
6 inch	\$15.90
8 inch	\$19.10
10 or more inches	\$24.50
* The cost per 1,000 gallons or fraction thereof shall be \$2.15	

## Park and Recreation Fees

<i>Central Park Community Center-1500 S. Main</i>	<i>Resident Fee</i>	<i>Non-Resident Fee</i>
Meeting Room	\$20.00/hr.	\$30.00/hr.
Kitchen	\$10.00/hr.	\$15.00/hr.
Art Room	\$10.00/hr.	\$15.00/hr.
Gym #1	\$30.00/hr.	\$45.00/hr.
Gym #2	\$25.00/hr.	\$38.00/hr.
Gym #3	\$25.00/hr.	\$38.00/hr.
Flooring for Gyms	\$100.00/event/gym	\$150.00/event/gym
A Cleanup Deposit may be required	\$100.00	\$100.00
<i>Nienhuis Park Community Center- 3201 N. 9th St.</i>	<i>Resident Fee</i>	<i>Non-resident Fee</i>
Meeting Room	\$20.00/hr.	\$30.00/hr.
Gym #1	\$25.00/hr.	\$38.00/hr.
Gym #2	\$25.00/hr.	\$38.00/hr.
Flooring for Gyms	\$100.00/event/gym	\$150.00/event/gym
A Cleanup Deposit may be required	\$100.00	\$100.00
<i>Farmers Market Rental</i>	<i>Non-Profit</i>	<i>All Others</i>
Monday-Thursday	\$150.00	\$300.00
Friday-Sunday	\$250.00	\$500.00
Deposit is equal to rental rate		
<i>Historical Society -400 S. Main</i>	<i>Resident Fee</i>	<i>Non-resident Fee</i>
First Floor Exhibit Hall (100 people)	\$40.00/hr.	\$60.00/hr.
Third Floor Meeting Rm (50 people)	\$20.00/hr.	\$30.00/hr.
Third Floor Meeting Rm w/ Terrace	\$30.00/hr.	\$45.00/hr.
Kitchen	\$10.00/hr.	\$15.00/hr.
Combo First Floor, 3rd Floor, Terrace, Kitchen	\$80.00/hr.	\$120.00/hr.
A Cleanup Deposit is required	\$100.00	\$100.00
<i>Playhouse-1800 S. Main</i>	<i>Resident Fee</i>	<i>Non-resident Fee</i>
Capacity 301 people/must provide own lighting tech.	\$300.00/day	\$450.00/day
A Cleanup Deposit is required	\$100.00	\$100.00
<i>Main Place-1800 S. Main</i>	<i>Resident Fee</i>	<i>Non-resident Fee</i>
Heritage Hall- capacity 90 people	\$20.00/hr.	\$30.00/hr.
Centennial Hall-capacity 190 people	\$30.00/hr.	\$40.00/hr.
A Cleanup Deposit is required	\$100.00	\$100.00
<i>Ray Herral Nature Center-7303 S. 3rd St.</i>	<i>Resident Fee</i>	<i>Non-resident Fee</i>
Meeting Room	\$10.00/hr.	\$15.00/hr.

**\*\$1 million General Liability Insurance Policy may be required depending on activity/event at facility.**

### City Swimming Pool Fees

<i>Pool Locations</i>	<i>Daily Fees:</i>	<i>Daily Fees:</i>	<i>Private Rental:</i>	<i>Private Rental:</i>
	<i>Under 3 free</i>	<i>Over 48"</i>	<i>Resident</i>	<i>Non-Resident</i>
	<i>Under 48"</i>			
	<i>55+</i>			
Family Aquatic Center-1200 S. Main	\$4.00	\$5.00	\$225.00/hr.	\$338.00/hr.
Nienhuis Park Aquatic Facility-3201 N. 9th	\$4.00	\$5.00	\$225.00/hr.	\$338.00/hr.
Country Aire Pool-100 N. Fir	\$3.00	\$4.00	125.00/hr.	\$188.00/hr.
Note: 2 hour minimum on private pool party reservations				

### Shelters and Tennis Court Fees

<i>Park Shelters Reservations</i>	<i>Resident</i>	<i>Non-Resident</i>
Park Shelters Reservations-Country Aire Park, Nienhuis Park, and Central Park shelters only.	\$30.00/day	\$45.00/day
Tennis Courts	\$10.00/hr.	\$15.00/hr.

### Mobile Stage Fees

Non-City Sponsored Events-Resident, within City Limits	\$500.00/day
Non-City Sponsored Events-Non-Resident, outside City Limits	\$1,000.00/day
Note: Security Deposit \$1,000, additional fees per use agreement for removal/delivery	

### Sports Field Fees

<i>Fields</i>	<i>Resident</i>	<i>Non-Resident</i>	<i>Set Up Fee</i>
ISSC-Baseball Fields	\$25.00/game	\$38.00/game	\$40/field/hr. min 1 hr.
ISSC-Soccer Fields	\$25.00/game	\$38.00/game	\$40/field/hr. min 1 hr.
ISSC-Adult Softball Fields	\$25.00/game	\$38.00/game	\$40/field/hr. min 1 hr.
Arrowhead Sports Complex	\$25.00/game	\$38.00/game	
Nienhuis Football Stadium	\$25.00/game	\$38.00/game	\$150/field

Note: Clean up fee, security deposit and/or light key deposit may be required

## Battle Creek Golf Course

### Fees

Individual Membership	\$162.00 per month	\$1,896 annually
Family Membership	\$207.00 per month	\$2,436 annually
<i>Public Rates with Cart</i>		
Regular Rate	\$45.00	
Twilight 2:30pm	\$34.00	
Seniors 55+ (Weekdays Only)	\$34.00	
Battle Card	\$35.00	
Battle Card (Twilight 1:30)	\$29.00	
Senior Battle Card	\$35 weekend/\$29 weekday	

**To:** Honorable Mayor and City Councilors  
**From:** Jeff Jenkins, Assistant City Manager  
**Date:** May 9, 2014  
**Re:** Update on Albany Street

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Last week we discussed the level of service concerning traffic projections for Albany Street between the intersections of 9<sup>th</sup> and 23<sup>rd</sup>. In the growth data, Broken Arrow Public Schools are expecting one out of every four school children in their system will be attending school at one of the campuses off Albany. Our traffic consultant from Traffic Engineering Consultants (TEC), has been working on an update to our transportation system arterial roadways and intersections. In the data study, the new school facilities were not included in the draft version. We asked him to provide us an update based on BAPS data. Let me first hit the history on the previous study.

In 2008, Jacobs consulting did a traffic analysis and rated our intersections in the City of Broken Arrow. The 2010 LOS was rated as D-E for service at Albany Street intersections at 9<sup>th</sup> and 23<sup>rd</sup>, and in 2015 they estimated the LOS would be an F based on the information they had in 2008. As the City has continued to grow over the past decades, BAPS continued to grow as well, including several bond projects to meet the needs of this continued growth pattern.

TEC estimated our new current traffic on Albany between 9<sup>th</sup> and 23<sup>rd</sup> to be 13,000 vehicles per day and they were most concerned with the intersection of Albany and 23<sup>rd</sup> Street. The current LOS is an E during the AM peak hour, which is the second lowest rating. After reviewing the new student population in 2014, the LOS will drop to F during the AM peak hours based on the additional students arriving on campus this year. According to the consultant, the AM peak hour is the critical time period at this location because it must serve both the arriving school traffic and the commuter going-to-work demand. As time progresses to 2018 and beyond, the operation of this intersection will continue to deteriorate during peak periods. The consultant after studying the intersection concluded that with intersection improvements being currently designed would operate at the LOS rating of C during AM peak hours with the additional traffic included.

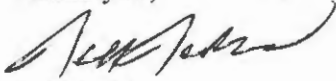
An LOS rating of F means the traffic is beyond the ultimate capacity of the intersection and severe congestion will occur that cannot be solved by adjusting the signal timing. Based on the data, more cars are arriving than can be pushed through the intersection. This puts a strain on the intersection and can negatively impact other intersections and roadways near the area.

Another area we had the consultant check was the traffic on Albany in this segment. The overall LOS for the road has a level of a low C when the additional students start attending the school. In 2018, the LOS estimate show 13,900 vehicles per day, which is close to the end of the C rating capacity. The new estimate of 2023 traffic on Albany shows 14,900 vehicles per day causing the LOS to drop to a D rating.

Update on Albany Street Memo Page 2  
May 9, 2014


The conclusion by the consultant was the roadway in the existing 3-lane street provides an acceptable level of service currently; however, there will be increasing periods of congestion during various parts of the day. They recommended for us to work on widening Albany to 5 lanes in the future, ideally within the next five years.

Thank you,



Jeff Jenkins  
Assistant City Manager

nes

**To:** Thomas M. Moton, Jr., City Manager  
**From:** Michael W. Skates, Development Services Director   
**Date:** May 9, 2014  
**Re:** Development Services Report

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1. **Shops at Aspen Creek** – All permits are issued. Water is nearing completion. Sanitary Sewer installation has started with the connection at the downstream end near Tucson. The interior road, Aspen Creek Drive, grading has not started. The drainage structure over Elm Creek is under construction.
  - a. **Warren Theatre** – The theatre construction is progressing. The roof is on and interior wall construction walls has commenced. Warren and Signorelli have worked out the issues regarding electrical work and parking lot paving; both of which are now under construction.
2. **Permit Activity** – Building permit activity, commercial and residential, has continued increase over the past 6 months. This past month, April, we processed through the One Stop Center, 25 commercial permits and 53 residential permits, with the rest being trade, sign, pools, storm shelters, and others for a total of 794 permits with a revenue of \$226,577.02.

During the months of January, February, and March 2014, we averaged 550 permits per month and a revenue average of \$123,743.50.

Last year for the month of April, 2013, we had issued a total of 630 permits and revenue of \$140,502.49.

During the months of January, February, and March, 2013, we averaged 538 permits and a revenue average of \$142,624.33.

Summary: The increase in April, amounted to a one month increase of 244 permits and \$102,833.51 over the average permits processed and revenue, respectively.



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*INTEROFFICE MEMO*

**To:** Thomas Moton, City Manager  
**From:** Tom Hendrix, Acting E&C Director  
**Date:** May 8, 2014  
**Re:** ODOT Projects

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This is a brief status report on the four ODOT street projects that have been approved for Surface Transportation Program (STP) or other federal highway program funding.

1. 23<sup>rd</sup> Street from Kenosha to Houston. This is a Surface Transportation Program (STP) project that was first funded in Federal Fiscal Year (FFY) 2008. A total of \$10,590,000 Federal funds have been approved from FFY2008 through FFY2015, to be matched by \$3,000,000 in ODOT Division VIII funds and \$3,240,758 City Sales Tax Capital Improvements funds. The engineer is Mehlberger-Brawley Inc. Engineering and environmental analyses are complete. We sent right-of-way drawings and legal descriptions to ODOT for approval on 04/21/14. As soon as we get their approval (I estimate this will take 60 days), we will hire a right-of-way agent to start the acquisition process, which I estimate will take about a year (July 2015). Then comes utility relocations (another 6 months), after which ODOT can advertise for bids. If the advertisement occurs about January 2016, construction could start in May 2016 and be completed in mid-2017, assuming a 2-year construction time.
2. Midway Road and 101<sup>st</sup> Street at Armed Forces Reserve Center (AFRC). Construction on this project is 100% federal funded, but the three local governments (Wagoner County, Coweta, and Broken Arrow) are responsible for right-of-way acquisition and relocations. Engineering and environmental evaluations by Tetra Tech are complete. By an interlocal agreement approved in March 2013, the three local governments are to share equally in the cost of relocating Wagoner County Rural Water District No. 4 waterlines (approximately \$33,000 each), and are responsible for acquiring right-of-way in their respective jurisdictions. The only right-of-way that Broken Arrow is responsible for acquiring is a temporary construction easement along the frontage of the AFRC, which is expected to be donated by the Oklahoma Military Department. Upon completion of construction by ODOT, Broken Arrow will be responsible for maintaining 101<sup>st</sup> Street from Midway Road to the east property line of the AFRC.
3. 101<sup>st</sup> Street from Elm Place to State Highway 51. A special federal appropriation approved in 2003 in the amount of \$1,238,714 was designated for improvements to 101<sup>st</sup> Street from Elm Place to SH51. Late in 2012, ODOT contracted with Tetra Tech to prepare preliminary designs and environmental studies on the corridor using a task order contract. Design and construction of an extension of the Liberty Parkway multipurpose trail from Northeastern State University (NSU) to the Broken Arrow Events Park parking lot was funded and is under construction. The A/E is starting the design of the roadway from the

*INTEROFFICE MEMO*

Creek Turnpike to SH51, which is partly in Broken Arrow city limits (from the turnpike to east of 217<sup>th</sup> E. Ave.) and mostly in Wagoner County (from the Broken Arrow city limits to 241<sup>st</sup> E. Ave. (Oneta Road), then north to SH51. Current plans are to construct a four-lane roadway (2 through lanes, a 2-way left-turn lane, and a westbound right-turn lane) across the Broken Arrow portion and either a wide 2-lane or a 3-lane roadway section in the Wagoner County portion. Two roundabouts are proposed, at 225<sup>th</sup> E. Ave. (Evans Rd.) and 241<sup>st</sup> E. Ave. Construction of the Broken Arrow portion will probably be funded by the City, and the Wagoner County portion will be funded by county bridge and roadway funds.

4. 23<sup>rd</sup> Street from Houston to New Orleans. The City applied for and received approval for STP funding starting in FFY2017 for widening 23<sup>rd</sup> Street (County Line) from the end of the current 23<sup>rd</sup> Street project (see 1 above) to New Orleans Street, where Tulsa County ended their 5-lane widening project north of the turnpike. The project is estimated to cost \$19,850,000, of which \$14,890,000 would be federal and \$4,960,000 would be local. Due to INCOG limitations on STP fund allocations, only about \$3,000,000 in federal funds can be expected in any year; therefore, the federal funding would span about 6 years. There is a possibility that the initial funding could be moved forward, and we have requested ODOT to proceed with selection of a consulting firm this year to allow engineering and environmental studies to start as soon as possible. The plan is to construct a 5-lane roadway with an elevated crossing at the Union Pacific Railroad between Houston and Washington Streets. This would eliminate the grade crossing on 23<sup>rd</sup> Street, which might be "traded" to the railroad for a grade crossing on Washington Street north of NSU or north of the Events Park.

## **2. GENERAL CORRESPONDENCE / NOTIFICATION**



May 5, 2014

The Honorable David Brumbaugh  
Oklahoma House of Representatives  
2300 N. Lincoln Blvd.  
Room 400B  
Oklahoma City, OK 73105

Re: Muskogee Creek Turnpike Feasibility Study Meeting on April 11, 2014

Dear Representative Brumbaugh:

Your leadership in organizing the April 11, 2014 meeting to explore the avenues to increase access on and off of the Muskogee Turnpike is appreciated. I thought the meeting was well attended and provided a rare opportunity for representatives from several government entities to come together to discuss quality of life enhancements and development opportunities, which can occur as a result of new access points in the vicinity of 257<sup>th</sup> and 305<sup>th</sup> streets off of the Muskogee Turnpike.

On behalf of the City of Broken Arrow, I look forward to us working together on this transportation issue and the construction of the roadway improvements intended to serve the Armed Forces Reserve Center.

Yours Sincerely,

Thomas M. Moton Jr.  
City Manager

nes

CC: Mayor and City Council



May 6, 2014

Mr. Carnell Crum  
1103 E. Dover St.  
Broken Arrow, OK 74012

RE: Storm Drain Maintenance Complaint letter dated April 25, 2014

Dear Mr. Crum,

I am writing to acknowledge receipt of your letter referenced above about the storm drainage maintenance issues in your neighborhood. I apologize that you received confusing information from City staff. I will direct City staff to investigate and take appropriate action to abate those violations you noted as being "just south" of your property.

If you have any questions about this letter, contact me at (918) 259-8419.

Respectfully,

Thomas M. Moton, Jr.  
City Manager

nes

CC: Tom Hendrix, Acting Engineering and Construction Director

April 25, 2014

Mr. Thom Moton  
City Manager  
220 S. First Street  
Broken Arrow, OK 74012

Mr. Moton:

On April 14, 2014 I wrote a letter to Mr. Jeff Bigby with a copy to you. Contained in this letter was a copy of the storm drainage easement requirements given to all the property owners adjacent to the storm drain. As I indicated in the letter to Mr. Bigby, those of us who live on the North side of the storm drain, specifically addressed 1003 through 1103 complied with the request set forth in the letter. My letter to Mr. Bigby questioned why the property owners South of the storm drain did not comply, specifically the property owner to the south of my residence.

On April 24, 2014, Mr. Bigby wrote me a letter asking me to identify the property owner that I referenced in my letter. Either Mr. Bixby has gone brain dead or bother to check his own records because his own department is the one that made me aware that all property owners adjacent to the storm drain (north and south) were sent the same letter. IF that information is not accurate then someone gave me bad information.

In any case, I am still not satisfied with the way this matter is being handled. I am sure the City of Broken Arrow has a Code Enforcement Division. This letter constitutes a formal complaint against the property owner just south of my property. In case there is any question as to the specific property, it is located between McDonalds and my property. Apparently Mr. Bigby didn't bother to get out of his chair or send a field person to verify the complaint as it is very apparent.

Since I am unable to direct my letter to a specific person in the Code Enforcement Division, I trust you will see that it gets to the proper person.

Regards,



Carnell Crum

Enclosure

*Email Jeff J -*

*Jeff work w/*

*Tom H +*

*Michael S to*

*investigate + resolve. Try me  
approved + draft acknowledgment  
letter for me to send to  
Mrs. Crum.*

City of Broken Arrow

APR 29 2014

City Manager's Office

*J.M.  
4/20/14*

## Summers, Natasha

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**From:** Bigby, Jeff <JBigby@BrokenArrowOK.Gov>  
**Sent:** Friday, April 25, 2014 2:49 PM  
**To:** Hendrix, Tom; Moton, Thomas Jr.  
**Cc:** Summers, Natasha  
**Subject:** RE: Carnell Crum letter  
**Attachments:** 140424 crum letter.pdf

Tom and Thom:

I just sent a follow-up letter back to Mr. Crum yesterday. Enclosed is a copy. I need more information from him to know exactly which property he is referring to.

-Jeff

---

**From:** Hendrix, Tom  
**Sent:** Friday, April 25, 2014 1:40 PM  
**To:** Bigby, Jeff  
**Subject:** FW: Carnell Crum letter

Jeff -

Please prepare a response for the CM.

- Tom

---

**From:** Summers, Natasha  
**Sent:** Friday, April 25, 2014 11:47 AM  
**To:** Hendrix, Tom  
**Cc:** Moton, Thomas Jr.  
**Subject:** Carnell Crum letter

Mr. Hendrix, please see the attached. Please have staff investigate, and follow up with Mr. Moton per his instructions written on the letter from Mr. Crum.

Thank you,

**Natasha Summers**  
Executive Assistant to the City Manager  
City of Broken Arrow  
Phone: 918.259.2400 ext. 5429

Email: [nsummers@brokenarrowok.gov](mailto:nsummers@brokenarrowok.gov)



April 24, 2014

Mr. Carnell Crum  
1103 E Dover St  
Broken Arrow, OK 74012

**RE: DRAINAGE MAINTENANCE**

Mr. Crum:

I am in receipt of your letter dated April 14, 2014 wherein you advised you were filing a formal complaint in relation to properties "behind your residence" that have become an eyesore. It states that you have noticed over the last several years a deterioration of the property and would like the property owners to address this issue immediately as you were required to correct at your property. Please forward to me a specific description of which property or properties you are referring to, so that I can investigate to determine if code enforcement actions are necessary against that land owner. It is unclear to me from your letter which property you are referring to. If you can forward that information to me at [jbigby@brokenarrowok.gov](mailto:jbigby@brokenarrowok.gov), or at 918-259-7000 ext. 5242, then the issue can be properly addressed.

If you require additional information please contact me at [jbigby@brokenarrowok.gov](mailto:jbigby@brokenarrowok.gov) or at (918) 259-7000 ext. 5242.

Sincerely,

**CITY OF BROKEN ARROW**

Jeff Bigby, PE, CFM  
Stormwater Manager

JTB/klp

Enclosures (1)



J. D. STRONG  
EXECUTIVE DIRECTOR



STATE OF OKLAHOMA  
WATER RESOURCES BOARD  
www.owrb.ok.gov

*Forward: Tom Hendrick/J By by  
Take appropriate action.*

MARY FALLIN  
GOVERNOR

*NTL 5/9/14*

*J.M.  
5/6/15*

City of Broken Arrow

MAY 05 2014

City Manager's Office

April 28, 2014

Mayor Craig Thurmond  
220 S. First St  
Broken Arrow, OK 74012

Re: Upcoming FEMA Discovery Meeting and Funding Opportunity

Dear Mayor Thurmond,

The Oklahoma Water Resources Board (OWRB) and the Federal Emergency Management Agency (FEMA) are currently implementing the Risk Mapping, Assessment, and Planning (Risk MAP) Program in the State of Oklahoma. The purpose of Risk MAP is continued improvement of flood hazard information for the National Flood Insurance Program (NFIP), the promotion of increased national awareness and understanding of flood risk, and the support of federal, state and local mitigation actions to reduce risk. As an integrated mitigation-based program, the vision of Risk MAP is to achieve a closely coordinated process to address gaps in flood hazard data, form a solid working foundation for risk assessment and floodplain management, and provide state, county, municipal and tribal entities with information needed to mitigate flood related risks.

The OWRB, in partnership with the FEMA Region 6, has selected the Bird Creek Watershed, in which your community lies, for the initial step in the Risk MAP process called Discovery. Discovery opens lines of communication and relies on local involvement for productive discussions and identification of flood risk. This process provides a chance for OWRB and FEMA to work with the local officials on a watershed basis to collect available community data, validate the flood risks, and identify opportunities to facilitate mitigation planning and implementation for further reduction of flood risk across your community. Discovery is the process used to identify future funding priorities.

Active participation in this process will help your community identify proactive steps to reduce flood risks. To begin this effort, the OWRB may have already been in contact with your community by phone to further introduce the concept of Discovery and request your assistance to identify which community staff should be involved in the process.

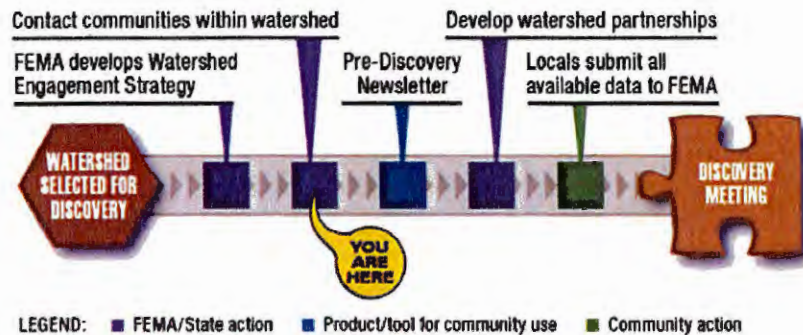
You and your staff will be vital in helping to initiate an inventory and assessment of the flood risk data available for your community. Please refer to the graphic below to identify where we are in the Discovery process to date.



3800 N. CLASSEN BOULEVARD • OKLAHOMA CITY, OKLAHOMA 73118  
TELEPHONE (405) 630-8800 • FAX (405) 530-8900

Rudolph John Herrmann, Chairman • Tom Buchanan, Vice Chairman • Linda Lambert, Secretary  
Bob Drake • Ford Drummond • Marilyn Fever • Ed Fite • Jason Hitch • Richard Sevenoaks





We would also like to take this opportunity to invite you to join the OWRB, FEMA and State officials at one of the following Discovery workshops to be held in your area. These workshops will not have a lengthy presentation, instead, the OWRB subject matter experts in the fields of Hazard Mitigation Assistance grants, Hazard Mitigation planning, mapping, and NFIP regulations will be present. These experts will be available to answer questions, discuss your needs, and speak about opportunities for actions to reduce risk. Date, time and location of the Discovery Workshop is shown here:

Day: June 24, 2014  
 Address: City of Skiatook Municipal Boardroom  
 220 South Broadway Street  
 Skiatook, OK 74040  
 Time: 9:30 AM to 11:30 AM

In preparation for the upcoming meetings, community representatives are being asked to submit data to the OWRB prior to attending the Discovery workshops. Community information gathered prior to the meetings will be shared with communities through a *draft Discovery Report*. By providing available data for your community ahead of time, the OWRB and FEMA will be able to identify locations in your community that have a history or high potential for flooding, review data for use and prepare any follow up questions for your community concerning the data delivered. Your community will have the opportunity to review the results of the initial watershed inventory and provide further data to assist in identifying and addressing gaps in the known flood hazards.

The partnership and exchange of data between the OWRB and your community is vital to the success in identifying flood risks and needs that may impact your citizens. If you have any of the data that could assist us in the preparation of Discovery within your watershed, please send in the data to the address below no later than June 6. A list of requested data is provided in the enclosed Pre-Discovery Newsletter. The OWRB has contracted with Meshek & Associates to assist in the completion of Discovery.

If you have any information that could assist in the preparation for Discovery within your watershed, please send it to:

Bethany Scott  
Meshek & Associates, PLC: Attention Bird Creek Watershed Discovery  
1437 South Boulder Avenue, Suite 1550  
Tulsa, Oklahoma 74119  
(Ph) 918.392.5620 (F) 918.392.5621 email: [bscott@meshekengr.com](mailto:bscott@meshekengr.com)

In anticipation of the Discovery Meeting, we have also prepared a website for the collection of information (see website listed below). This website will allow you to add comments as well as review comments submitted by others until Discovery is complete. Please limit distribution of the website address, username, and password to those providing data.

<http://meshekgis.com/hucbc>

Username: discovery5

Password: birdcreek5

Prior to the Discovery workshop, the OWRB will:

- Gather, review and validate information about local flood risk and flood hazards.
- Review mitigation plans to understand local mitigation capabilities, hazard risk assessments, and current or future mitigation activities.
- Ask communities to identify additional participants to invite to the Discovery workshop.
- *Draft Discovery Report* Use information gathered to determine which areas of the watershed may require future study through a Risk MAP project.

The OWRB and FEMA are working to provide your community – through this integrated Mitigation program – with the information using the latest technologies available, as well as easy-to-use risk assessment tools and data you can use to:

- Create or improve your mitigation plan.
- Make informed decisions about local development.
- Communicate your flood risk more effectively to the people who live and do business in your area.
- Find synergies with other communities to reduce flood risk in the watershed

Space is limited at the Discovery workshop, so please RSVP with a list of workshop attendees to 918.392.5620 no later than June 6, 2013. To learn more, please review the enclosed Pre-Discovery Newsletter and supporting documents or go to [www.riskmap6.com](http://www.riskmap6.com).



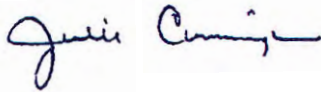
3800 N. CLASSEN BOULEVARD • OKLAHOMA CITY, OKLAHOMA 73118  
TELEPHONE (405) 530-8800 • FAX (405) 530-8900

Rudolph John Herrmann, Chairman • Tom Buchanan, Vice Chairman • Linda Lambert, Secretary  
Bob Drake • Ford Drummond • Marilyn Fever • Ed File • Jason Hitch • Richard Sevenoaks



We look forward to seeing you at the upcoming Discovery Meeting and working with you to reduce the risks associated with flooding and increase your community's long-term resiliency.

Sincerely,



Julie Cunningham, Chief  
Planning & Management Division

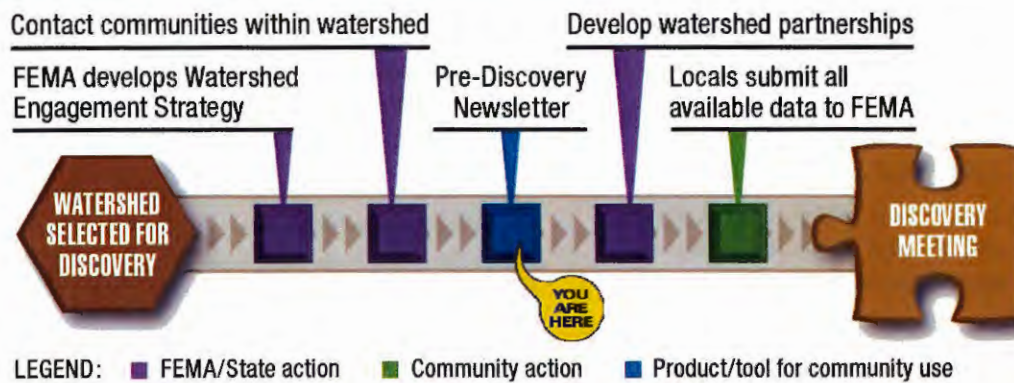
Enclosures: Attachment A. Pre-Discovery Newsletter  
Attachment B. Watershed Map  
Attachment C. List of Communities

c.c.: Broken Arrow Floodplain Administrator,  
Mr. Jeff Bigby



# Risk Mapping, Assessment and Planning Pre-Discovery Newsletter

## Bird Creek Watershed, Oklahoma



### Risk MAP and Discovery

FEMA’s Risk Mapping, Assessment and Planning (Risk MAP) program will assist communities nationwide, assess flood risks, and encourage mitigation planning to avoid or minimize damage in the face of future disasters.

### Discovery and Risk MAP

The FEMA Risk Mapping, Assessment, and Planning, or Risk MAP, program helps communities identify, assess, and reduce their flood risk. Through Risk MAP, FEMA provides information to enhance local mitigation plans, improve community outreach, and increase local resilience to floods. For more information about Risk MAP go to [www.riskmap6.com](http://www.riskmap6.com). To assist with risk communication efforts and build a support base for hazard mitigation go to [www.riskmap6.com/guidebook.aspx](http://www.riskmap6.com/guidebook.aspx) to view the *Risk Communication Guidebook for Local Officials*.

### The Goal

To work closely with communities to better understand local flood risk, mitigation efforts, and other topics and to spark watershed-wide discussions about increasing resilience to flooding.

### The Partners

During Discovery, FEMA and the State partner with:

- Community officials; including leaders, floodplain administrators, engineers, watershed council

representatives, planners, emergency managers, and GIS specialists, Federal, State, and regional, non-profit organizations concerned with flooding or land use

- Other locally-identified stakeholders

### The Meeting

Once communities provide FEMA with local flood risk and other data, FEMA schedules a Discovery Meeting to:

- Review and validate the flood risk data gathered to date
- Discuss the community flooding history, development plans, flood mapping needs and flood risk concerns
- Review stormwater, floodplain management, and other community activities that relate to flood risk
- Discuss the vision for the watershed’s future, as well as the importance of mitigation planning and community outreach

### Local and National Flood Data Tell the Story

The data that FEMA has available at the national and regional levels only tell part of the story. For a holistic picture of a community’s flood risk, FEMA relies heavily on information and data provided by the community itself. Because flood risk changes over time, this is a great opportunity to take a look at activities that impact your community’s flood risks.



# Risk MAP

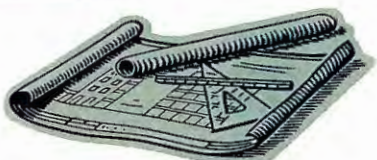
## Bird Creek Watershed, Oklahoma

### Pre-Discovery Newsletter



**FEMA**

Region VI  
800 N. Loop 288  
Denton, Texas 76209



#### Data FEMA Requests from Communities

FEMA works with communities to collect and review:

- Historical local flooding mitigation activities and grant projects, ongoing or planned
- Verifiable high-water marks located within the community
- Recent, ongoing or proposed projects since the previous map revision date
- Areas where there has been recent development or that are prone to future development
- Identify any flood control structures, such as berms, floodwalls, levees or other types of channel improvements within your community
- Relevant reports or studies that include hydrology, hydraulics, survey or LIDAR
- Boundary, hydrography, building footprints, parcel and transportation GIS data layers
- People or agencies that are utilizing GIS technology in your community
- Persons or agencies that are collecting local survey data
- Primary flood mapping needs of your community
- Areas in your community with repeated flooding
- Areas where the community feels the Special Flood Hazard Areas are understated or inadequate
- Areas where the community feels that the Special Flood Hazard Areas are overstated

- Projects identified in your community's hazard mitigation plan to help reduce the risk of future flood damage
- Comprehensive community/regional land use or watershed plans
- Details of the current flood risk communication process

**FEMA asks communities to share whatever data they have to provide as complete a picture as possible.**

#### Why Is this Important?

Because flood hazards change over time, this effort provides a great opportunity to take a comprehensive look at the components that contribute to your community's and your watershed's flood risk. In addition to providing another perspective, participating in this process will increase your understanding of your flood risk and help you identify proactive steps you can take to protect your community from losses to life and property that often accompany flooding.

#### Data Available to FEMA at the National/Regional Level

FEMA can access and review:

- ✓ FEMA-approved mitigation plans
- ✓ Previous flood studies
- ✓ Numbers of flood insurance policies
- ✓ Letters of Map Amendment
- ✓ Letters of Map Revision
- ✓ Average Annualized Loss (AAL) information
- ✓ Census data
- ✓ Federal and State disaster information

#### Important Contacts

**State NFIP Coordinator**  
Gavin Brady  
[gavin.brady@owrb.ok.gov](mailto:gavin.brady@owrb.ok.gov)  
918-581-2924

**State Hazard Mitigation Officer**  
Annie Mack Vest  
[annie.vest@oem.ok.gov](mailto:annie.vest@oem.ok.gov)  
405-521-2481

**State Dam Safety Officer**  
Yohanes Sugeng, PE  
[yohanes.sugeng@owrb.ok.gov](mailto:yohanes.sugeng@owrb.ok.gov)  
405-530-8800

**FEMA Project Monitor**  
Jerry Clark  
[jerry.clark@fema.dhs.gov](mailto:jerry.clark@fema.dhs.gov)  
940-898-5270

**FEMA Mitigation Planning**  
Shanene Thomas  
[shanene.thomas@dhs.gov](mailto:shanene.thomas@dhs.gov)  
940-898-5492

**FEMA Outreach Specialist/Risk Assessment**  
Diane Howe, CFM  
[diane.howe@dhs.gov](mailto:diane.howe@dhs.gov)  
940-898-5171

**FEMA Hazard Mitigation Grants**  
Danielle Brown  
[danielle.brown2@fema.dhs.gov](mailto:danielle.brown2@fema.dhs.gov)  
940-898-5336

**FEMA Compliance and Natural Hazards**  
Roberto Ramirez  
[roberto.ramirez@fema.dhs.gov](mailto:roberto.ramirez@fema.dhs.gov)  
940-383-7329



**FEMA**

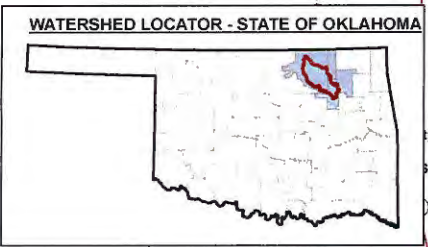
**Figure 1: Watershed and Communities**  
**Bird Creek Watershed**

Apr 22 2014



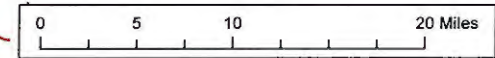
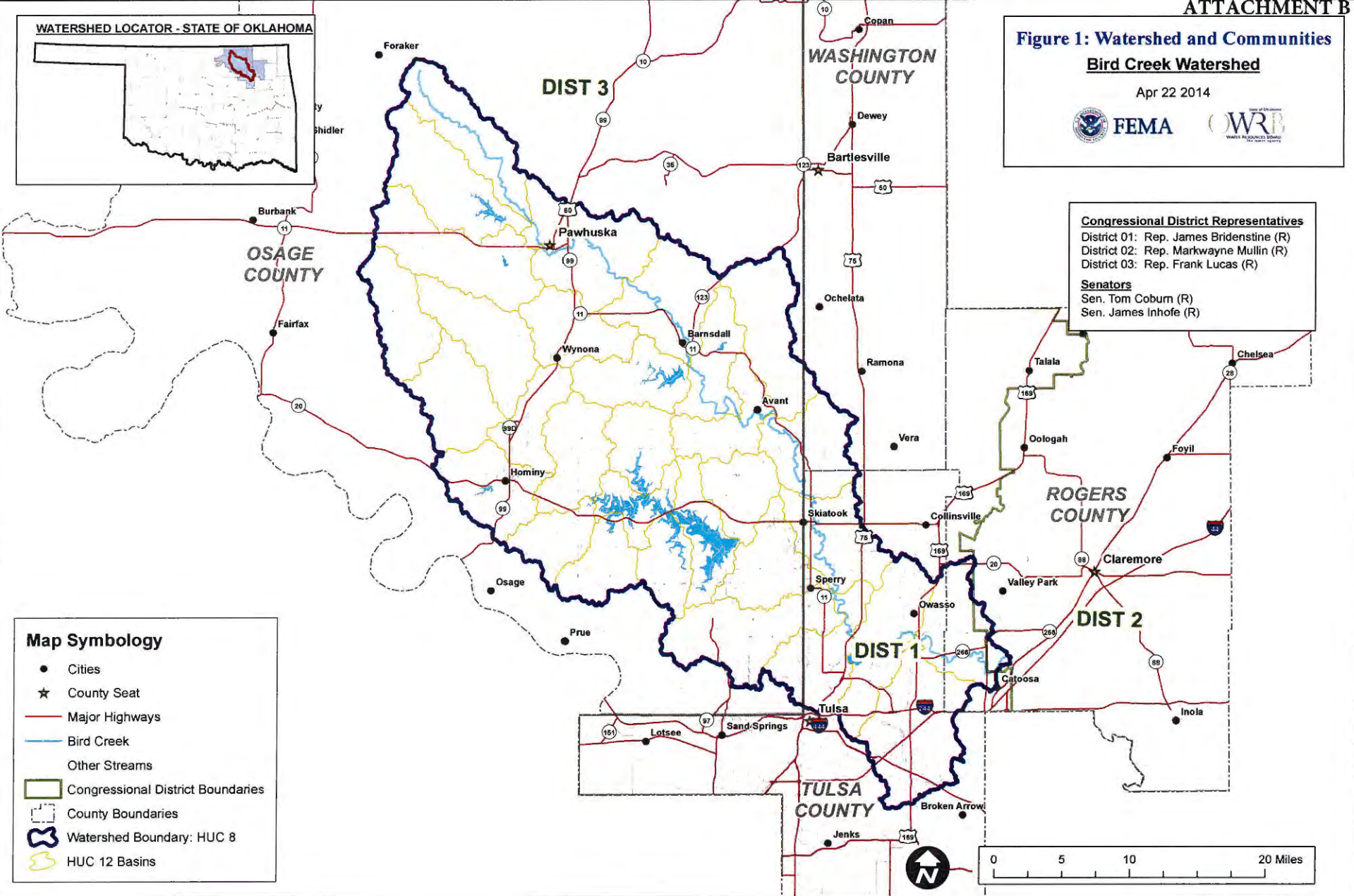
**Congressional District Representatives**  
 District 01: Rep. James Bridenstine (R)  
 District 02: Rep. Markwayne Mullin (R)  
 District 03: Rep. Frank Lucas (R)

**Senators**  
 Sen. Tom Coburn (R)  
 Sen. James Inhofe (R)



**Map Symbology**

- Cities
- ★ County Seat
- Major Highways
- Bird Creek
- Other Streams
- ▭ Congressional District Boundaries
- ▭ County Boundaries
- ⊞ Watershed Boundary: HUC 8
- ⊞ HUC 12 Basins



## Communities Located in Bird Creek Watershed

Community Name	CID	Participating Community?
Osage County Unincorporated Areas	400146	Y
Town of Avant	400147	Y
City of Barnsdall	400148	Y
City of Hominy	400151	Y
City of Pawhuska	400152	Y
Town of Skiatook	400212	Y
City of Wynona	400454	N
Rogers County Unincorporated Areas	405379	Y
City of Catoosa	400185	Y
Tulsa County Unincorporated Areas	400462	Y
City of Broken Arrow	400236	Y
City of Collinsville	400360	Y
City of Owasso	400210	Y
City of Sand Springs	400211	Y
Town of Sperry	400213	Y
City of Tulsa	405381	Y
Washington County Unincorporated Areas	400459	Y
Town of Vera	400335	N
Cherokee Nation		N
Muscogee (Creek) Nation		N
Osage		N



*INTEROFFICE MEMO*

**To: Jeff Jenkins, Assistant City Manager**  
**From: Lee Zirk, General Services Director**  
**Date: May 5, 2014**  
**Re: Free Dump Day, Spring 2014**

The following details the participation data of the 2014 Spring Free Dump Day event:

<b>General</b>	<b>Spring 2014</b>	<b>Spring 2013</b>	<b>Spring 2012</b>
Date:	May 3, 2014	May 4, 2013	April 28, 2012
Location:	Landfill	Landfill	Landfill
Vehicle count:	656 Vehicles:	524 Vehicles:	691 Vehicles:
Vans/Cars	19	44	32
Pickups	469	355	476
Trailers	164	123	181
Large Trucks	4	2	2
Man Hours Worked: (4 men @ 11 hrs each)	44	55	55
<b>Costs:</b>			
Landfill Tipping Fees:	\$ 11,400.00	\$8,920.00	\$11,985.00

The Free Dump Day for Fall 2014 will be scheduled in mid-October.

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*INTEROFFICE MEMO*

**To:** Thomas Moton Jr., City Manager  
**From:** Norm Stephens, Assistant to the City Manager / Economic Development  
Coordinator  
**Date:** May 9, 2014  
**Re:** Downtown Advisory Board Agenda for May 13, 2014

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Mr. Moton, attached is the Agenda for the May 13, 2014 Downtown Advisory Board Meeting.

**BROKEN ARROW DOWNTOWN ADVISORY BOARD  
AGENDA**

**COUNCIL CHAMBERS  
220 SOUTH FIRST STREET  
BROKEN ARROW, OKLAHOMA 74012  
May 13, 2014**

**4:00 PM**

1. **Call to Order**
2. **Roll Call**
3. **Consideration of Consent Agenda**
  - A. Meeting Minutes from the meeting of April 8, 2014
4. **Consideration of Items Removed from the Consent Agenda**
5. **Citizen's Opportunity to Speak (No action can be taken on items not on tonight's agenda)**
6. **General Board Business**
  - A. Consideration and possible approval of a site plan for a single family detached residential home, R-3, one-quarter mile west of 9th Street, one-quarter mile south of Kenosha Street at 413 E. Freeport Street
  - B. Consideration and possible approval of ST14-112, site plan for Allstate Insurance Office Building, 0.24 acres, DM, one-half mile south of Kenosha Street on the northwest corner of Main Street and Detroit Street at 300 N. Main Street
  - C. Presentation and possible discussion of the presentation by the Broken Arrow Economic Development Corporation concerning development and up-coming events in the Rose District
  - D. Old Town Infrastructure Design Guideline Discussion
7. **Remarks and Inquiries by Board Members**
8. **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

### **3. SPECIAL EVENTS / ACTIVITIES**

Contact: Krista Flasch  
Director of Communications  
City of Broken Arrow  
Phone: (918) 259-2400, ext. 5309  
Mobile: (918) 409-7771  
Fax: (918) 259-8226

## **City to Sell Surplus Equipment in Online Auction, Starting May 9** *Public may preview list of available items now*

**Broken Arrow, Okla. (5/7/2014)** – The City of Broken Arrow will hold an online surplus auction for ten days, from May 9, 2014 to May 19, 2014.

Bargain hunters interested in obtaining used cars, utility trucks, generators, power washers, exercise equipment, electronics and more can find a list of items for sale on the City's website, [www.brokenarrowok.gov/auction](http://www.brokenarrowok.gov/auction).

Photos and more details will be available soon on the auction site itself:  
<http://www.publicsurplus.com/sms/brokenarrow,ok/browse/home>.

Interested bidders may view the items in person before placing a bid. Instructions for scheduling an appointment can be found with the item's detailed information on the auction website. Once the online auction begins, bidders will have 10 days to participate. The winning bidders must claim their items at the City's warehouse, 1700 W. Detroit.

The surplus property and equipment has outlived its usefulness to the City. Because the estimated combined value of the items to be sold is in excess of \$15,000, it had to be declared surplus by the Council.

Proceeds from the sale of surplus items will be deposited into the General Fund and Broken Arrow Municipal Authority (BAMA) funds, depending on the sold items source funding.

**What:** Surplus Auction

**When:** 4 PM Friday, May 9 to 4 PM Monday, May 19

**Where:** <http://www.publicsurplus.com/sms/brokenarrow,ok/browse/home>

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