

**PUBLIC NOTICE OF THE MEETING OF THE  
OWASSO CITY COUNCIL**

---

**Council Chambers, Old Central Building  
109 N Birch, Owasso, OK 74055  
Regular Meeting  
Tuesday, March 15, 2016 - 6:30 pm**

- 1. Call to Order**  
Mayor Jeri Moberly
- 2. Invocation**  
Pastor Robert Miller of New Life Assembly
- 3. Flag Salute**
- 4. Roll Call**
- 5. Presentation of a Character Certificate to the Larkin Bailey Foundation**  
Warren Lehr will recognize the Larkin Bailey Foundation for their many donations of land for various city projects.
- 6. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)**
  - A. Approve minutes**
    - March 1, 2016, Regular Meeting
    - March 8, 2016, Regular Meeting
  - B. Approve claims**
  - C. Approve Disability Retirement Benefits from the City's Oklahoma Municipal Retirement Fund (OMRF) Plan for Jon Ross**
- 7. Consideration and appropriate action relating to items removed from the Consent Agenda**
- 8. Consideration and appropriate action relating to easement closures – Keys Landing II (west side of 129<sup>th</sup> E Ave approximately ½ mile south of E 76<sup>th</sup> St N)**  
Karl Fritschen  
  
Staff recommends approval of the partial utility easement and drainage easement closure requests.
- 9. Consideration and appropriate action relating to annexation OA-16-01 and rezoning OZ-16-02 (11595 E 116<sup>th</sup> St N)**  
Karl Fritschen  
  
Staff recommends approval of OA-16-01, and rezoning OZ-16-02 the subject property from AG (Agriculture) to CS (Commercial Shopping).
- 10. Consideration and appropriate action relating to a replat of the final plat for Ator Center II (west side of Garnett Rd, just north of E 86<sup>th</sup> St N)**  
Karl Fritschen  
  
Staff recommends approval of the replat of Ator Center II.

**11. Consideration and appropriate action relating to the purchase of a phone system**

Andrew Neyman

Staff recommends approval of the purchase and installation of a phone system from Chickasaw Telecom, Inc. in the amount of \$76,990.

**12. Consideration and appropriate action relating to the award of a bid for the HVAC rehabilitation for Fire Station No. 2**

Mark Stuckey

Staff recommends award of the bid for the repair and rehabilitation of the HVAC system at Fire Station No. 2, to Dale and Lee's of Owasso, Oklahoma in the amount of \$33,587.

**13. Consideration and appropriate action relating to an agreement for design and engineering services for Fire Station No. 4**

Mark Stuckey

Staff recommends approval of the agreement with Williams Spurgeon Kuhl and Freshnock Architects, Inc. (WSKF) of Kansas City, Missouri for architectural design and engineering services for the Fire Station No. 4 Master Plan in the amount of \$223,970, and authorization for the City Manager to execute the agreement.

**14. Consideration and appropriate action relating to an agreement for engineering services for the N Garnett Roadway Improvements Project (E 106<sup>th</sup> St N to E 116<sup>th</sup> St N)**

Dwayne Henderson

Staff recommends approval of an Agreement for Engineering Services for the N Garnett Roadway Improvements with McClelland Consulting Engineers, Inc., of Tulsa, Oklahoma in the amount of \$360,000 and authorization for the Mayor to execute the agreement.

**15. Consideration and appropriate action relating to an agreement with ODOT for the E 76<sup>th</sup> St N Roadway Improvements Project (Highway 169 to N 129<sup>th</sup> E Ave)**

Dwayne Henderson

Staff recommends approval of the Project Maintenance, Financing and Right-of-Way Agreement between the City of Owasso and the Oklahoma Department of Transportation for the 76<sup>th</sup> St N Improvement Project and authorization for the Mayor to execute the agreement.

Staff recommends authorization for payment to ODOT in the amount of \$320,000 for the local match requirement of 20% to pay for right-of-way and utility easements.

**16. Consideration and appropriate action relating to the FY 2015-2016 Street Rehabilitation Program - Crack Sealing**

Earl Farris

Staff recommends approval of a purchase in the amount \$250,000 for crack sealing for the Street Rehabilitation Program based on Statewide Bid Contract SW816 pricing.

- 17. Consideration and appropriate action relating to Ordinance 1073, repealing Part Seventeen (17), Utilities, Chapter Three (3), Sewer System, Section 17-301, Sewer System, and Enacting Sections 17-320 through 17-335 of the Code of Ordinances of the City of Owasso, Oklahoma, establishing definitions, regulations, monitoring and penalties for the discharge of fats, oils and grease by food service establishments into the City's Wastewater Treatment Plant, and further establishing regulations for grease haulers operating within the Owasso City Limits**

Travis Blundell

Staff recommends approval of Ordinance 1073.

- 18. Consideration and appropriate action relating to Resolution 2016-03, establishing fees for the Industrial Wastewater Pretreatment Program and Fats, Oils and Grease (FOG) Management Program**

Travis Blundell

Staff recommends approval of Resolution 2016-03.

- 19. Consideration and appropriate action relating to Ordinance 1071, Part 17 Utilities, Chapter 3, Sewer System, of the Code of Ordinances of the City of Owasso, Oklahoma, defining designated sewer improvements and defining established sewer assessment areas**

Sherry Bishop

Staff recommends approval of Ordinance 1071.

- 20. Consideration and appropriate action relating to Ordinance 1072, Garrett Creek – Morrow Place Sewer Improvement Assessment Area**

Roger Stevens

Staff recommends approval of Ordinance 1072.

- 21. Consideration and appropriate action relating to a right-of-way acquisition for the Garnett Rd Improvements Project (E 96<sup>th</sup> St N and E 106<sup>th</sup> St N)**

Roger Stevens

Staff recommends approval to purchase right-of-way, easement and compensation for damages in the amount of \$45,992 to Linda Gail Taylor and Lue Del Coleman, and authorization for payment.

- 22. Consideration and appropriate action relating to Resolution 2016-02, resolving the necessity of instituting and prosecuting condemnation procedures to obtain permanent right-of-way and temporary and permanent easements for the N Garnett Rd Widening Project (96<sup>th</sup> St N to 106<sup>th</sup> St N)**

Julie Lombardi

Staff recommends approval of Resolution 2016-02.

- 23. Report from City Manager**

- 24. Report from City Attorney**

- 25. Report from City Councilors**

**26. Official Notices to Council (documents for acknowledgment or information only, no discussion or action will be taken)**

- Payroll Payment Reports:
  - Pay Period Ending Date 3/5/16
- Health Care Self-Insurance Claims – dated as of 3/10/16
- Monthly Budget Status Report – February 2016

**27. New Business (New Business is any item of business which could not have been foreseen at the time of posting of the agenda)**

**28. Adjournment**

Notice of Public Meeting filed in the office of the City Clerk and the Agenda posted at City Hall bulletin board at 6:00 pm on Friday, March 11, 2016. /s/ Sherry Bishop, City Clerk

**NOTE: The item relating to the PUD-16-02 and OZ-16-03, Owasso Senior Living (13707 E 96<sup>th</sup> St N), will not be heard at this meeting. It has been continued to the April 5, 2016 meeting.**

# OWASSO CITY COUNCIL

## MINUTES OF REGULAR MEETING

Tuesday, March 1, 2016

The Owasso City Council met in regular session on Tuesday, March 1, 2016, in the Council Chambers at Old Central, 109 N Birch, Owasso, Oklahoma per the Notice of Public Meeting and the Agenda filed in the office of the City Clerk and posted on the City Hall bulletin board at 6:00 pm on Friday, February 26, 2016.

**1. Call to Order**

Mayor Jeri Moberly called the meeting to order at 6:30 pm.

**2. Invocation**

The invocation was offered by Pastor Alvin Fruga of the Presence Theatre.

**3. Flag Salute**

Councilor Bonebrake led the flag salute.

**4. Roll Call**

Present

Absent

Mayor – Jeri Moberly

None

Vice-Mayor – Lyndell Dunn

Councilor – Doug Bonebrake

Councilor – Bill Bush

Councilor – Chris Kelley

A quorum was declared present.

Staff:

City Manager - Warren Lehr

City Attorney - Julie Lombardi

**5. Presentation of the Character Trait of Patience**

Mike Henry, Character Council Member, presented the Character Trait of Patience for the month of March.

**6. Presentation of a Proclamation**

Mayor Moberly recognized Jim Cline and Joel Mace and presented a proclamation declaring Tuesday, March 8, 2016, as National Pancake and Shriner's Hospitals for Children Day in the City of Owasso.

**7. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)**

**A.** Approve minutes – February 16, 2016, Regular Meeting

**B.** Approve claims

**C.** Approve Ordinance 1070, enacting Council approval (February 16, 2016) of a planned unit development (OPUD 16-01) with rezoning (OZ 16-01) for a tract of land approximately 9.53 acres in size located at approximately 14001 E 96th St N

Dr. Kelley moved, seconded by Mr. Bonebrake to approve the Consent Agenda with claims totaling \$678,210.31.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly  
NAY: None  
Motion carried: 5-0

**8. Consideration and appropriate action relating to items removed from the Consent Agenda**

None

**9. Consideration and appropriate action relating to the purchase of right of way for the Garnett Widening from E 96<sup>th</sup> St N to E 106<sup>th</sup> St N project**

Roger Stevens presented the item recommending approval to purchase right of way, easement and compensation for damages and authorization for payment in the amount of \$39,546 to Felkins Enterprises LLC.

After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve the purchase of right of way, easement, compensation for damages, and authorize payment, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly  
NAY: None  
Motion carried: 5-0

*\* Following Item # 9, Mayor Moberly moved to Items 11, 12, and 13.*

**11. Report from City Manager**

Roger Stevens presented the Monthly Public Works Project Status Report.

Mr. Lehr announced that he would be presenting information related to the Sales Tax Recapture election to the Owasso Chamber membership during their March 2 luncheon.

**12. Report from City Attorney**

None

**13. Report from City Councilors**

Mayor Moberly commented on the high number of voters in the March 1 elections.

*\* Following Item # 13, Mayor Moberly moved to Item 10.*

**10. Consideration and appropriate action relating to a request for an executive session for purposes of discussing confidential communications between the City Council and the City Attorney concerning pending litigation as provided for in Title 25, O.S. Section § 307(B)(4)**

Julie Lombardi presented the item, Mr. Bonebrake moved, seconded by Mr. Bush to enter into executive session.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly  
NAY: None  
Motion carried: 5-0

At 6:55 pm, the Council, along with Warren Lehr and Julie Lombardi entered into executive session. At 7:20 pm, the Council returned to open session.

**14. Official Notices to Council (documents for acknowledgment or information only, no discussion or action will be taken)**

- Payroll Payment Report – Pay Period Ending Date 2/20/2016
- Health Care Self-Insurance Claims – dated as of 2/25/16

**15. New Business (New Business is any item of business which could not have been foreseen at the time of posting of the agenda)**

None

**16. Adjournment**

Mr. Bonebrake moved, seconded by Mr. Bush to adjourn the meeting.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried 5-0 and the meeting adjourned at 7:21 pm.

---

Jeri Moberly, Mayor

---

Juliann M. Stevens, Minute Clerk

# OWASSO CITY COUNCIL, OPWA & OPGA

## MINUTES OF JOINT REGULAR MEETING Tuesday, March 8, 2016

The Owasso City Council, Owasso Public Works Authority, and Owasso Public Golf Authority met in a joint regular meeting on Tuesday, March 8, 2016, in the Council Chambers at Old Central, 109 N Birch Street, Owasso, Oklahoma per the Notice of Public Meeting and the Agenda filed in the office of the City Clerk and posted on the City Hall bulletin board at 6:00 pm on Friday, March 4, 2016.

### 1. Call to Order

Mayor/Chair Jeri Moberly called the meeting to order at 6:04 pm.

|                                      |        |
|--------------------------------------|--------|
| Present                              | Absent |
| Mayor/Chair – Jeri Moberly           | None   |
| Vice-Mayor/Vice-Chair – Lyndell Dunn |        |
| Councilor/Trustee – Doug Bonebrake   |        |
| Councilor/Trustee – Bill Bush        |        |
| Councilor/Trustee – Chris Kelley     |        |

A quorum was declared present.

### 2. Discussion relating to Community Development items

- A. PUD 16-02 and OZ 16-03 - Owasso Senior Living (13707 E 96<sup>th</sup> St N)
- B. Easement Closure – Keys Landing II (west side of 129<sup>th</sup> E Ave approximately ½ mile south of E 76<sup>th</sup> St N)
- C. OZ 16-02 Annexation/Rezoning (11595 E 116<sup>th</sup> St N)
- D. Final Plat – Ator Center II (west side of Garnett Rd, 8700 block)

Bronce Stephenson presented each item and discussion was held. It was explained that item 2A would be on the April 5, 2016 agenda and items 2B, 2C, and 2D would be included on the March 15, 2016 Council agenda for consideration and action.

### 3. Discussion relating to Public Works items

- A. Revised Ordinances for Sewer Assessment Areas
- B. Ordinance - Sewer Assessment Area (Garrett Creek – Morrow Place)
- C. Ordinance & Resolution - Sewer Use Ordinance, Fats, Oils and Greases (FOG)
- D. Presentation of Garnett Widening Improvements Design

Sherry Bishop presented item 3A and discussion was held. Roger Stevens presented item 2B and discussion was held. Travis Blundell presented item 3C and discussion was held. Dwayne Henderson presented item 3D and discussion was held. It was explained items 3A, 3B, and 3C would be included on the March 15, 2016 Council and OPWA agendas for consideration and action.

*The Council/Trustees recessed the meeting at 8:42pm and reconvened the meeting at 8:48 pm.*

### 4. Discussion relating to condemnation for right-of-way acquisition for Garnett Widening Project

Julie Lombardi and Roger Stevens presented this item and discussion was held. It was explained that an item would be included on the March 15, 2016 Council agenda for consideration and action.

### 5. Discussion relating to a contract for engineering and design – Fire Station #4

Chris Garrett presented the item and discussion was held. It was explained that an item would be included on the March 15, 2016 Council agenda for consideration and action.

**6. Discussion relating to City Manager items**

- Contract for engineering and design – Festival Marketplace
- Options relating to the cancellation of the April 19, 2016, City Council, OPWA & OPGA Regular Meeting
- Monthly sales tax report
- City Manager report

Warren Lehr advised that fee negotiations are underway following the request for proposals and staff anticipates a contract on the April 5, 2016 Council agenda for consideration and action. Discussion was held regarding the need to cancel the April 19, 2016 meetings and Mr. Lehr provided various options for the approval of claims. Linda Jones presented the monthly sales tax report and discussion was held. Under the City Manager Report, Mr. Lehr advised that staff received notification of the INCOG timeline for submitting an application for the Community Development Block Grant (CDBG) funding and that a public hearing and resolution regarding the application would be needed no later than April 5, 2016; that the City Clerk is in receipt of an appeal to the Owasso Board of Adjustment decision for OBOA 16-01, special exception to construct a carport; and that the second education mailer related to the April 5 Recapture Sales Tax election is included in the March utility bills, as well as, scheduled speaking engagements with various community groups.

**7. City Council/Trustee comments and inquiries**

None

**8. Adjournment**

The meeting adjourned at 9:35 pm.

---

Jeri Moberly, Mayor/ Chair

---

Juliann M. Stevens, Minute Clerk

## Claims List

3/15/2016

| Budget Unit Title    | Vendor Name                        | Payable Description       | Payment Amount |
|----------------------|------------------------------------|---------------------------|----------------|
| GENERAL              | TREASURER PETTY CASH               | REFUND PARK USER FEE-FORD | 35.00          |
|                      | TREASURER PETTY CASH               | OC REFUND-RAMIREZ         | 100.00         |
|                      | TREASURER PETTY CASH               | CC REFUND-BLACKMORE       | 50.00          |
|                      | TREASURER PETTY CASH               | CC REFUND-JUAREZ          | 50.00          |
|                      | TREASURER PETTY CASH               | CC REFUND-FELTZ           | 50.00          |
|                      | TREASURER PETTY CASH               | CC REFUND-SOTO            | 50.00          |
|                      | TREASURER PETTY CASH               | CC REFUND-LEIGHTON        | 50.00          |
|                      | TREASURER PETTY CASH               | CC REFUND-DISTRICT 30     | 50.00          |
|                      | AEP/PSO                            | STREET LIGHTS             | 7.05           |
| <b>TOTAL GENERAL</b> |                                    |                           | <b>442.05</b>  |
| MANAGERIAL           | JPMORGAN CHASE BANK                | SOUTHWEST-AIRFARE         | 755.92         |
|                      | JPMORGAN CHASE BANK                | SOUTHWEST-AIRFARE         | 182.98         |
|                      | FELKINS ENTERPRISES, LLC           | FLYERS                    | 480.00         |
|                      | TREASURER PETTY CASH               | PASTOR MEETING EXPENSE    | 11.20          |
|                      | TREASURER PETTY CASH               | TRAINING-LEHR             | 45.00          |
|                      | TREASURER PETTY CASH               | TRAINING-LONBARDI         | 45.00          |
|                      | JPMORGAN CHASE BANK                | OWASSO CHAMBER-LUNCHEON   | 15.00          |
|                      | TREASURER PETTY CASH               | TRAINING-BISHOP           | 45.00          |
|                      | JPMORGAN CHASE BANK                | AMERICAN-AIRFARE          | 373.20         |
|                      | JPMORGAN CHASE BANK                | SOUTHWEST-AIRFARE         | 373.46         |
|                      | JPMORGAN CHASE BANK                | LODGING EXPENSE           | 146.90         |
|                      | JPMORGAN CHASE BANK                | LODGING EXPENSE           | 146.90         |
|                      | JPMORGAN CHASE BANK                | AMERICAN-TRAVEL EXPENSE   | 100.13         |
|                      | JPMORGAN CHASE BANK                | AMERICAN-AIRFARE          | 408.20         |
|                      | JOHN FEARY                         | MILEAGE REIMB             | 428.28         |
|                      | CITY GARAGE                        | VEH PARTS PURCH - FEB     | 34.15          |
|                      | FLEETCOR TECHNOLOGIES              | FUELMAN EXP - FEB, 2016   | 8.53           |
|                      | CITY GARAGE                        | LABOR OVERHEAD CHGS - FEB | 44.75          |
|                      | <b>TOTAL MANAGERIAL</b>            |                           |                |
| FINANCE              | CITY GARAGE                        | LABOR OVERHEAD CHGS - FEB | 44.75          |
|                      | FLEETCOR TECHNOLOGIES              | FUELMAN EXP - FEB, 2016   | 8.74           |
|                      | CITY GARAGE                        | VEH PARTS PURCH - FEB     | 96.09          |
|                      | JPMORGAN CHASE BANK                | AUDIMATION-IDEA SOFTWARE  | 500.00         |
| <b>TOTAL FINANCE</b> |                                    |                           | <b>649.58</b>  |
| HUMAN RESOURCES      | AMERICANCHECKED, INC ATTN: BILLING | PRE-EMPLOYMENT BACKGROUND | 183.60         |
|                      | TREASURER PETTY CASH               | TRAINING-DEMPSTER         | 45.00          |
|                      | JPMORGAN CHASE BANK                | OFFICE DEPOT-SUPPLIES     | 29.25          |
|                      | JPMORGAN CHASE BANK                | OFFICE DEPOT-SUPPLIES     | 5.00           |
|                      | JPMORGAN CHASE BANK                | OFFICE DEPOT-SUPPLIES     | 17.69          |

## Claims List

3/15/2016

| Budget Unit Title                  | Vendor Name                     | Payable Description       | Payment Amount |
|------------------------------------|---------------------------------|---------------------------|----------------|
| <b>TOTAL HUMAN RESOURCES</b>       |                                 |                           | <b>280.54</b>  |
| GENERAL GOVERNMENT                 | JPMORGAN CHASE BANK             | ADMIRAL EXPRESS-SUPPLIES  | 86.97          |
|                                    | MAILROOM FINANCE INC            | POSTAGE                   | 1,000.00       |
|                                    | JPMORGAN CHASE BANK             | ADMIRAL EXPRESS-SUPPLIES  | 57.98          |
|                                    | TULSA COFFEE SERVICE INC        | CITY HALL COFFEE SERVICE  | 76.81          |
|                                    | RICOH USA, INC.                 | COPYING SERVICES - RICOH  | 114.73         |
|                                    | DRAKE SYSTEMS INC               | COPIER SERVICES           | 423.79         |
|                                    | GRAND GATEWAY ECO. DEV. ASSC.   | PELIVAN TRANSIT SERVICES  | 5,100.00       |
|                                    | ONEOK, INC OKLAHOMA NATURAL GAS | NATURAL GAS USAGE         | 1,067.76       |
|                                    | TULSA COUNTY ELECTION BOARD     | ELECTION SERVICES, APRIL  | 2,118.77       |
|                                    | RICOH USA, INC                  | RICOH COPIER-DOWNSTAIRS   | 213.68         |
|                                    | CINTAS CORPORATION              | CARPET CLEANING SERVICES  | 68.05          |
|                                    | CINTAS CORPORATION              | CARPET CLEANING SERVICES  | 67.04          |
|                                    | CINTAS CORPORATION              | CARPET CLEANING SERVICES  | 67.04          |
|                                    | BH MEDIA HOLDING GROUPS, INC    | LEGAL PUBLICATIONS        | 664.32         |
|                                    | TULSA COUNTY CLERK              | FILING FEES               | 28.00          |
|                                    | JPMORGAN CHASE BANK             | AMER WASTE-REFUSE SERVICE | 144.93         |
|                                    | AT&T                            | CONSOLIDATED PHONE BILL   | 540.21         |
|                                    | <b>TOTAL GENERAL GOVERNMENT</b> |                           |                |
| COMMUNITY DEVELOPMENT              | CITY GARAGE                     | LABOR OVERHEAD CHGS - FEB | 467.00         |
|                                    | FLEETCOR TECHNOLOGIES           | FUELMAN EXP - FEB, 2016   | 170.02         |
|                                    | CITY GARAGE                     | VEH PARTS PURCH - FEB     | 21.61          |
|                                    | VERIZON WIRELESS                | WIRELESS CONNECTION       | 155.58         |
|                                    | JPMORGAN CHASE BANK             | GRAPHIC RES-CARTRIDGE     | 69.00          |
|                                    | JPMORGAN CHASE BANK             | OFFICE DEPOT-SUPPLIES     | 6.97           |
| <b>TOTAL COMMUNITY DEVELOPMENT</b> |                                 |                           | <b>890.18</b>  |
| ENGINEERING                        | UNIFIRST HOLDINGS LP            | UNIFORM CLEANING          | 19.56          |
|                                    | VERIZON WIRELESS                | WIRELESS CONNECTION       | 29.65          |
|                                    | CITY GARAGE                     | VEH PARTS PURCH - FEB     | 24.31          |
|                                    | FLEETCOR TECHNOLOGIES           | FUELMAN EXP - FEB, 2016   | 42.64          |
|                                    | CITY GARAGE                     | LABOR OVERHEAD CHGS - FEB | 341.41         |
|                                    | JPMORGAN CHASE BANK             | TYLER TECH-ACCESS         | 120.00         |
|                                    | UNIFIRST HOLDINGS LP            | UNIFORM CLEANING          | 19.56          |
| <b>TOTAL ENGINEERING</b>           |                                 |                           | <b>597.13</b>  |
| INFORMATION TECHNOLOGY             | JPMORGAN CHASE BANK             | COX-CITY INTERNET         | 1,350.00       |
|                                    | JPMORGAN CHASE BANK             | LOWES-SUPPLIES            | 17.83          |
|                                    | JPMORGAN CHASE BANK             | AMAZON-SWITCH CABLE       | 29.49          |
|                                    | JPMORGAN CHASE BANK             | BARRACUDE-VIRUS FILTER    | 1,298.00       |
|                                    | JPMORGAN CHASE BANK             | GODADDY-DOMAIN FEE        | 21.41          |

## Claims List

3/15/2016

| Budget Unit Title             | Vendor Name                         | Payable Description       | Payment Amount  |
|-------------------------------|-------------------------------------|---------------------------|-----------------|
| INFORMATION TECHNOLOGY        | JPMORGAN CHASE BANK                 | DELL-VMWARE RENEWAL       | 3,778.04        |
|                               | CITY GARAGE                         | LABOR OVERHEAD CHGS - FEB | 81.86           |
|                               | SUNGARD PUBLIC SECTOR INC.          | FEES                      | 5,550.00        |
|                               | JPMORGAN CHASE BANK                 | LOWES-RETURN              | -13.46          |
|                               | JPMORGAN CHASE BANK                 | ATLAS-ETHERNET SPLICE     | 40.00           |
|                               | JPMORGAN CHASE BANK                 | APG CASH DRAWER-KEYS      | 17.18           |
|                               | SUNGARD PUBLIC SECTOR INC.          | FEES                      | 250.00          |
|                               | JPMORGAN CHASE BANK                 | UPS-SHIPPING FEE          | 20.55           |
|                               | JPMORGAN CHASE BANK                 | AMAZON-EPOXY              | 32.56           |
|                               | JPMORGAN CHASE BANK                 | PAYPAL-KVM CONSOLE        | 788.62          |
|                               | JPMORGAN CHASE BANK                 | PAYPAL-KVM CONSOLE        | 687.62          |
|                               | VERIZON WIRELESS                    | WIRELESS CONNECTION       | 149.68          |
|                               | JPMORGAN CHASE BANK                 | PAYPAL-NETWORK SWITCH     | 49.99           |
|                               | JPMORGAN CHASE BANK                 | PAYPAL-NETWORK SWITCH     | 50.00           |
|                               | JPMORGAN CHASE BANK                 | PAYPAL-10GM NETWRK SWTCH  | 2,484.99        |
|                               | JPMORGAN CHASE BANK                 | CORE4S-FIBER NETWORK SWT  | 600.00          |
|                               | <b>TOTAL INFORMATION TECHNOLOGY</b> |                           |                 |
| SUPPORT SERVICES              | JPMORGAN CHASE BANK                 | INTERSTATE-BATTERY        | 210.85          |
|                               | JPMORGAN CHASE BANK                 | LOWES-GLUE TRAPS          | 11.31           |
|                               | JPMORGAN CHASE BANK                 | OFFICE DEPOT-SUPPLIES     | 6.21            |
|                               | JPMORGAN CHASE BANK                 | OFFICE DEPOT-SUPPLIES     | 21.37           |
|                               | JPMORGAN CHASE BANK                 | SCHINDLER-ELEVATOR MAINT  | 932.34          |
|                               | JPMORGAN CHASE BANK                 | FASTISIGNS-SIGN PRINTING  | 25.00           |
|                               | JPMORGAN CHASE BANK                 | SAV ON PRINTING-NAMEPLATE | 10.00           |
|                               | JPMORGAN CHASE BANK                 | SAMS-CLEANING GLOVES      | 16.96           |
|                               | JPMORGAN CHASE BANK                 | SAMS CLUB-SUPPLIES        | 302.88          |
|                               | JPMORGAN CHASE BANK                 | RED BUD SERV-A/C FILTER   | 460.17          |
|                               | JPMORGAN CHASE BANK                 | FASTENAL-HARD HAT         | 16.27           |
|                               | JPMORGAN CHASE BANK                 | SAMSCLUB-WASTE CAN        | 59.88           |
|                               | JPMORGAN CHASE BANK                 | LOWES-THERMOCOUPLE        | 8.78            |
|                               | JPMORGAN CHASE BANK                 | LOWES-LIGHT BULBS OC      | 9.36            |
|                               | VERIZON WIRELESS                    | WIRELESS CONNECTION       | 29.65           |
|                               | OKLAHOMA DEPT OF CORRECTIONS TULSA  | DOC WORKER PROGRAM - FEB  | 990.00          |
|                               | FLEETCOR TECHNOLOGIES               | FUELMAN EXP - FEB, 2016   | 85.95           |
|                               | CITY GARAGE                         | VEH PARTS PURCH - FEB     | 18.97           |
|                               | BLUE ENERGY FUELS, LLC              | CNG FUEL PURCH - FEB      | 35.31           |
|                               | JPMORGAN CHASE BANK                 | AMAX SIGNS-CABLE REPAIRS  | 142.50          |
|                               | CITY GARAGE                         | LABOR OVERHEAD CHGS - FEB | 795.83          |
|                               | AT&T                                | CONSOLIDATED PHONE BILL   | 20.29           |
|                               | JPMORGAN CHASE BANK                 | MURPHY SUPPLY-REPAIR      | 29.55           |
|                               | JPMORGAN CHASE BANK                 | LOWES-BRACKETS            | 3.18            |
| <b>TOTAL SUPPORT SERVICES</b> |                                     |                           | <b>4,242.61</b> |

## Claims List

3/15/2016

| Budget Unit Title                    | Vendor Name                     | Payable Description       | Payment Amount  |
|--------------------------------------|---------------------------------|---------------------------|-----------------|
| CEMETERY                             | FLEETCOR TECHNOLOGIES           | FUELMAN EXP - FEB, 2016   | 4.41            |
|                                      | UNIFIRST HOLDINGS LP            | UNIFORM CLEANING          | 11.96           |
|                                      | UNIFIRST HOLDINGS LP            | UNIFORM CLEANING          | 11.96           |
|                                      | JPMORGAN CHASE BANK             | ATWOODS-GRASS SEED        | 10.99           |
| <b>TOTAL CEMETERY</b>                |                                 |                           | <b>39.32</b>    |
| POLICE - DOJ VEST GRANT              | JPMORGAN CHASE BANK             | SPECIAL OPS-VEST/LT JONES | 348.25          |
|                                      | JPMORGAN CHASE BANK             | SPECIAL OPS-VEST/FUNK     | 348.25          |
|                                      | JPMORGAN CHASE BANK             | SPECIAL OPS-VEST/BOEHLER  | 348.25          |
| <b>TOTAL POLICE - DOJ VEST GRANT</b> |                                 |                           | <b>1,044.75</b> |
| POLICE COMMUNICATIONS                | JPMORGAN CHASE BANK             | AMAZON-PRISONER BOARD     | 19.99           |
|                                      | DEPARTMENT OF PUBLIC SAFETY     | OLETS USER FEE            | 450.00          |
| <b>TOTAL POLICE COMMUNICATIONS</b>   |                                 |                           | <b>469.99</b>   |
| ANIMAL CONTROL                       | FLEETCOR TECHNOLOGIES           | FUELMAN EXP - FEB, 2016   | 74.99           |
|                                      | BLUE ENERGY FUELS, LLC          | CNG FUEL PURCH - FEB      | 36.41           |
|                                      | CITY GARAGE                     | LABOR OVERHEAD CHGS - FEB | 184.75          |
|                                      | DALE & LEES SERVICE, INC        | AC REPAIR                 | 790.00          |
|                                      | AT&T                            | CONSOLIDATED PHONE BILL   | 24.77           |
|                                      | VERIZON WIRELESS                | WIRELESS CONNECTION       | 91.65           |
| <b>TOTAL ANIMAL CONTROL</b>          |                                 |                           | <b>1,202.57</b> |
| EMERGENCY PREPAREDNESS               | VERIZON WIRELESS                | WIRELESS CONNECTION       | 29.65           |
|                                      | JPMORGAN CHASE BANK             | INTERSTATE-SIREN BATTERY  | 900.80          |
|                                      | JPMORGAN CHASE BANK             | SAMS CLUB-SUPPLIES        | 22.16           |
|                                      | AT&T                            | CONSOLIDATED PHONE BILL   | 14.03           |
| <b>TOTAL EMERGENCY PREPAREDNESS</b>  |                                 |                           | <b>966.64</b>   |
| STORMWATER                           | JPMORGAN CHASE BANK             | BUMPER 2 BUMPER-SUPPLIES  | 56.71           |
|                                      | FLEETCOR TECHNOLOGIES           | FUELMAN EXP - FEB, 2016   | 468.07          |
|                                      | JPMORGAN CHASE BANK             | NEW HOLLAND-GUARD         | 140.25          |
|                                      | BLUE ENERGY FUELS, LLC          | CNG FUEL PURCH - FEB      | 177.20          |
|                                      | CITY GARAGE                     | LABOR OVERHEAD CHGS - FEB | 2,162.58        |
|                                      | CITY GARAGE                     | VEH PARTS PURCH - FEB     | 2,185.57        |
|                                      | UNIFIRST HOLDINGS LP            | UNIFORM CLEANING          | 20.31           |
|                                      | OWASSO TOP SOIL                 | DIRT                      | 240.00          |
|                                      | SPIRIT LANDSCAPE MANAGEMENT LLC | MULCH TREES               | 185.00          |
|                                      | SPIRIT LANDSCAPE MANAGEMENT LLC | MONTHLY LANDSCAPE MAINT   | 216.25          |
|                                      | SPIRIT LANDSCAPE MANAGEMENT LLC | MONTHLY LANDSCAPE MAINT   | 410.00          |
|                                      | ANCHOR STONE COMPANY            | RIP RAP/CHANNEL REPAIR    | 995.29          |
|                                      | UNIFIRST HOLDINGS LP            | UNIFORM CLEANING          | 20.71           |

## Claims List

3/15/2016

| Budget Unit Title       | Vendor Name                        | Payable Description       | Payment Amount  |
|-------------------------|------------------------------------|---------------------------|-----------------|
| STORMWATER...           | JPMORGAN CHASE BANK                | BROWN FARMS-SOD           | 285.00          |
|                         | VERIZON WIRELESS                   | WIRELESS CONNECTION       | 149.68          |
|                         | JPMORGAN CHASE BANK                | LOWES-SUPPLIES            | 104.44          |
|                         | JPMORGAN CHASE BANK                | BROWN FARMS-SOD           | 1,752.30        |
| <b>TOTAL STORMWATER</b> |                                    |                           | <b>9,569.36</b> |
| PARKS                   | JPMORGAN CHASE BANK                | LOCKE-PLUMBING PARTS      | 19.76           |
|                         | JPMORGAN CHASE BANK                | P & K EQUIP-SAW CHAIN     | 16.99           |
|                         | JPMORGAN CHASE BANK                | P & K EQUIP-SAW PARTS     | 45.98           |
|                         | VERIZON WIRELESS                   | WIRELESS CONNECTION       | 29.65           |
|                         | JPMORGAN CHASE BANK                | ATWOOD-REPAIR SUPPLIES    | 11.25           |
|                         | JPMORGAN CHASE BANK                | P & K EQUIP-SAW & PARTS   | 26.99           |
|                         | JPMORGAN CHASE BANK                | P & K EQUIPMENT-SAW PARTS | 36.00           |
|                         | ONEOK, INC OKLAHOMA NATURAL GAS    | NATURAL GAS USAGE         | 97.49           |
|                         | JPMORGAN CHASE BANK                | LOWES-PLUMBING PARTS      | 31.92           |
|                         | JPMORGAN CHASE BANK                | LOCKE-PLUMBING PARTS      | 7.76            |
|                         | JPMORGAN CHASE BANK                | ACE HARDWARE-GAS CANS     | 91.45           |
|                         | JPMORGAN CHASE BANK                | ACE HARDWARE-GAS CANS     | 33.99           |
|                         | JPMORGAN CHASE BANK                | TUCKER JANT'L-SUPPLIES    | 232.70          |
|                         | JPMORGAN CHASE BANK                | LOWES-PLUMBING PARTS      | 2.76            |
|                         | JPMORGAN CHASE BANK                | ATWOOD-REPAIR SUPPLIES    | 15.98           |
|                         | JPMORGAN CHASE BANK                | ATWOOD-REPAIR SUPPLIES    | 2.99            |
|                         | JPMORGAN CHASE BANK                | SAMS CLUB-SUPPLIES        | 47.38           |
|                         | JPMORGAN CHASE BANK                | LOWES-SUPPLIES            | 12.31           |
|                         | ALARM SECURITY GROUP, LLC          | ALARM SYSTEM PARKS OFFICE | 34.99           |
|                         | ROGERS COUNTY RURAL WATER DISTRICT | WATER SERVICE             | 172.15          |
|                         | CITY GARAGE                        | VEH PARTS PURCH - FEB     | 294.34          |
|                         | UNIFIRST HOLDINGS LP               | PARKS UNIFORMS            | 21.55           |
|                         | CITY GARAGE                        | LABOR OVERHEAD CHGS - FEB | 963.33          |
|                         | JPMORGAN CHASE BANK                | LOWES-KEY                 | 1.99            |
|                         | JPMORGAN CHASE BANK                | HOME DEPOT-SHOVELS/RAKE   | 13.93           |
|                         | JPMORGAN CHASE BANK                | LOWES-TIE DOWNS           | 11.32           |
|                         | JPMORGAN CHASE BANK                | LOWES-PAINT SUPPLIES      | 46.53           |
|                         | FLEETCOR TECHNOLOGIES              | FUELMAN EXP - FEB, 2016   | 206.38          |
|                         | UNIFIRST HOLDINGS LP               | PARKS UNIFORMS            | 21.55           |
|                         | JPMORGAN CHASE BANK                | P & K EQUIPMENT-SAW PARTS | 53.96           |
|                         | JPMORGAN CHASE BANK                | LOWES-TAX                 | -4.50           |
|                         | AT&T                               | CONSOLIDATED PHONE BILL   | 21.49           |
| JPMORGAN CHASE BANK     | P & K EQUIP-CHAIN SAW PRT          | 20.99                     |                 |
| <b>TOTAL PARKS</b>      |                                    |                           | <b>2,643.35</b> |
| PARKS OFFICE            | TULSA COUNTY BOCC                  | SIGNS                     | 64.00           |

## Claims List

3/15/2016

| Budget Unit Title                   | Vendor Name                         | Payable Description       | Payment Amount   |
|-------------------------------------|-------------------------------------|---------------------------|------------------|
| <b>TOTAL PARKS OFFICE</b>           |                                     |                           | <b>64.00</b>     |
| CULTURE AND RECREATION              | JPMORGAN CHASE BANK                 | MEETING EXPENSE           | 38.58            |
| <b>TOTAL CULTURE AND RECREATION</b> |                                     |                           | <b>38.58</b>     |
| COMMUNITY CENTER                    | JPMORGAN CHASE BANK                 | QUIT BUGGIN-PEST CONTROL  | 95.00            |
|                                     | AT&T                                | CONSOLIDATED PHONE BILL   | 38.80            |
|                                     | JPMORGAN CHASE BANK                 | LOWES-SUPPLIES            | 55.43            |
|                                     | JPMORGAN CHASE BANK                 | TUCKER JANIT'L-SUPPLIES   | 311.90           |
|                                     | JPMORGAN CHASE BANK                 | WALMART-CONTAINERS        | 25.88            |
|                                     | ONEOK, INC OKLAHOMA NATURAL GAS     | NATURAL GAS USAGE         | 279.29           |
|                                     | JPMORGAN CHASE BANK                 | AMAZON-MEGAPHONE          | 49.99            |
|                                     | JPMORGAN CHASE BANK                 | AMAZON-SUPPLIES           | 177.09           |
|                                     | JPMORGAN CHASE BANK                 | TUCKER-SUPPLIES           | 196.95           |
|                                     | JPMORGAN CHASE BANK                 | RED BUD-A/C FILTERS       | 104.14           |
|                                     | JPMORGAN CHASE BANK                 | SAMS CLUB-SUPPLIES        | 17.33            |
|                                     | JPMORGAN CHASE BANK                 | WALMART-SUPPLIES          | 34.24            |
|                                     | JPMORGAN CHASE BANK                 | AMAZON-OPTICAL CABLE      | 31.76            |
|                                     | JPMORGAN CHASE BANK                 | AMAZON-TV WALL MOUNT      | 120.49           |
|                                     | JPMORGAN CHASE BANK                 | AMAZON-CHARGING CORD      | 21.98            |
| <b>TOTAL COMMUNITY CENTER</b>       |                                     |                           | <b>1,560.27</b>  |
| HISTORICAL MUSEUM                   | ONEOK, INC OKLAHOMA NATURAL GAS     | NATURAL GAS USAGE         | 105.01           |
|                                     | AT&T                                | CONSOLIDATED PHONE BILL   | 14.03            |
| <b>TOTAL HISTORICAL MUSEUM</b>      |                                     |                           | <b>119.04</b>    |
| ECONOMIC DEV                        | CITY GARAGE                         | LABOR OVERHEAD CHGS - FEB | 74.66            |
|                                     | TREASURER PETTY CASH                | MILEAGE REIMB             | 268.32           |
|                                     | JPMORGAN CHASE BANK                 | WEBSCRIBBLE-HOSTING       | 19.99            |
|                                     | VERIZON WIRELESS                    | WIRELESS CONNECTION       | 29.65            |
| <b>TOTAL ECONOMIC DEV</b>           |                                     |                           | <b>392.62</b>    |
| <b>FUND GRAND TOTAL</b>             |                                     |                           | <b>57,981.62</b> |
| AMBULANCE SERVICE                   | COVENTRY HEALTHCARE OF THE CAROLINA | AMBULANCE REFUND          | 682.07           |
|                                     | KATHLEEN WEHRLE                     | AMBULANCE REFUND          | 54.27            |
| <b>TOTAL AMBULANCE SERVICE</b>      |                                     |                           | <b>736.34</b>    |
| AMBULANCE                           | JPMORGAN CHASE BANK                 | HOBBY LOBBY-STORAGE       | 10.17            |
|                                     | JPMORGAN CHASE BANK                 | CLASSIC CHEVY-PARTS       | 155.37           |
|                                     | JPMORGAN CHASE BANK                 | HOBBY LOBBY-SUPPLIES      | 9.34             |
|                                     | JPMORGAN CHASE BANK                 | NAT'L EMT REGISTRY-RECERT | 20.00            |

## Claims List

3/15/2016

| Budget Unit Title                | Vendor Name             | Payable Description       | Payment Amount |                  |
|----------------------------------|-------------------------|---------------------------|----------------|------------------|
| AMBULANCE...                     | JPMORGAN CHASE BANK     | FULLERTON-SUPPLIES        | 52.50          |                  |
|                                  | JPMORGAN CHASE BANK     | NATL REG EMT-RECERT       | 20.00          |                  |
|                                  | JPMORGAN CHASE BANK     | NATL REG EMT-RECERT       | 20.00          |                  |
|                                  | JPMORGAN CHASE BANK     | SUMMIT TRUCK-PARTS        | 914.69         |                  |
|                                  | MEDICLAIMS INC          | BILLING SERVICES          | 11,264.57      |                  |
|                                  | VERIZON WIRELESS        | WIRELESS CONNECTION       | 238.63         |                  |
|                                  | JPMORGAN CHASE BANK     | NAT'L REG EMT-RECERT      | 20.00          |                  |
|                                  | JPMORGAN CHASE BANK     | NAT'L REG EMT-RECERT      | 20.00          |                  |
|                                  | JPMORGAN CHASE BANK     | HENRY SCHEIN-SUPPLIES     | 1,852.03       |                  |
|                                  | JPMORGAN CHASE BANK     | FULLERTON-SUPPLIES        | 61.50          |                  |
|                                  | JPMORGAN CHASE BANK     | ARROW INT'L-SUPPLIES      | 1,662.00       |                  |
|                                  | JPMORGAN CHASE BANK     | GREEN CO MED-SUPPLIES     | 195.00         |                  |
|                                  | CITY GARAGE             | LABOR OVERHEAD CHGS - FEB | 761.08         |                  |
|                                  | JPMORGAN CHASE BANK     | BOUND TREE-SUPPLIES       | 637.50         |                  |
|                                  | JPMORGAN CHASE BANK     | BOUND TREE-SUPPLIES       | 193.30         |                  |
|                                  | JPMORGAN CHASE BANK     | BOUND TREE-SUPPLIES       | 114.50         |                  |
|                                  | JPMORGAN CHASE BANK     | BOUND TREE-SUPPLIES       | 784.64         |                  |
|                                  | JPMORGAN CHASE BANK     | BOUND TREE-SUPPLIES       | 58.80          |                  |
|                                  | JPMORGAN CHASE BANK     | BOUND TREE-SUPPLIES       | 179.26         |                  |
|                                  | JPMORGAN CHASE BANK     | SAFE KIDS-CERTIFICATION   | 50.00          |                  |
|                                  | JPMORGAN CHASE BANK     | SAFE KIDS-CERTIFICATION   | 50.00          |                  |
|                                  | JPMORGAN CHASE BANK     | BOUND TREE-SUPPLIES       | 4.58           |                  |
|                                  | JPMORGAN CHASE BANK     | PSI-SUPPLIES              | 273.42         |                  |
|                                  | JPMORGAN CHASE BANK     | PSI-SUPPLIES              | 2,066.94       |                  |
|                                  | JPMORGAN CHASE BANK     | PSI-SUPPLIES              | 376.20         |                  |
|                                  | JPMORGAN CHASE BANK     | ZOLL-SUMMIT CONFERENCE    | 1,190.00       |                  |
|                                  | FLEETCOR TECHNOLOGIES   | FUELMAN EXP - FEB, 2016   | 1,186.96       |                  |
|                                  | JPMORGAN CHASE BANK     | HOBBY LOBBY-RETURN        | -10.17         |                  |
|                                  | <b>TOTAL AMBULANCE</b>  |                           |                | <b>24,432.81</b> |
|                                  | <b>FUND GRAND TOTAL</b> |                           |                | <b>25,169.15</b> |
| E911 COMMUNICATIONS              | AT&T                    | CONSOLIDATED PHONE BILL   | 604.02         |                  |
| <b>TOTAL E911 COMMUNICATIONS</b> |                         |                           | <b>604.02</b>  |                  |
| <b>FUND GRAND TOTAL</b>          |                         |                           | <b>604.02</b>  |                  |
| CEMETERY - CEMETERY              | JPMORGAN CHASE BANK     | LOWES-CONCRETE            | 49.20          |                  |
|                                  | JPMORGAN CHASE BANK     | OWASSO FENCE-FENCE POSTS  | 623.82         |                  |
| <b>TOTAL CEMETERY - CEMETERY</b> |                         |                           | <b>673.02</b>  |                  |

## Claims List

3/15/2016

| Budget Unit Title                      | Vendor Name                         | Payable Description       | Payment Amount   |
|--|-------------------------------------|---------------------------|------------------|
| <b>FUND GRAND TOTAL</b>                |                                     |                           | <b>673.02</b>    |
| STRONG NEIGHBORHOODS                   | JPMORGAN CHASE BANK                 | SAV ON PRINTING-BROCHURES | 250.00           |
|  | CITY GARAGE                         | LABOR OVERHEAD CHGS - FEB | 67.16            |
|  | JPMORGAN CHASE BANK                 | GRAINGER-SAFETY VESTS     | 242.66           |
| <b>TOTAL STRONG NEIGHBORHOODS</b>      |                                     |                           | <b>559.82</b>    |
| <b>FUND GRAND TOTAL</b>                |                                     |                           | <b>559.82</b>    |
| STORMWATER - STORMWATER                | MESHEK & ASSOCIATES, P.L.C.         | ENGINEERING SERVICES      | 2,177.50         |
|  | WORLEYS GREENHOUSE & NURSERY, INC   | RAYOLA PARK TREE REPLACEM | 4,752.00         |
| <b>TOTAL STORMWATER - STORMWATER</b>   |                                     |                           | <b>6,929.50</b>  |
| LAKERIDGE/CNTRL DRAIN IMP              | MESHEK & ASSOCIATES, P.L.C.         | ENGINEERING SERVICES      | 18,366.80        |
| <b>TOTAL LAKERIDGE/CNTRL DRAIN IMP</b> |                                     |                           | <b>18,366.80</b> |
| SPORTS PRK DETENTION POND              | MESHEK & ASSOCIATES, P.L.C.         | ENGINEERING SERVICES      | 1,920.00         |
| <b>TOTAL SPORTS PRK DETENTION POND</b> |                                     |                           | <b>1,920.00</b>  |
| <b>FUND GRAND TOTAL</b>                |                                     |                           | <b>27,216.30</b> |
| PUBLIC SAFETY - FIRE                   | JPMORGAN CHASE BANK                 | CARID-TRAILER HITCHES     | 127.86           |
|  | JPMORGAN CHASE BANK                 | TRAILER WRLD-BOAT TRAILER | 3,895.00         |
| <b>TOTAL PUBLIC SAFETY - FIRE</b>      |                                     |                           | <b>4,022.86</b>  |
| <b>FUND GRAND TOTAL</b>                |                                     |                           | <b>4,022.86</b>  |
| 76TH/MAIN INTERSECT IMP                | MCCLELLAND CONSULTING ENGINEERS INC | ENGINEERING SERVICES      | 7,800.00         |
| <b>TOTAL 76TH/MAIN INTERSECT IMP</b>   |                                     |                           | <b>7,800.00</b>  |
| 5K TRAIL                               | PDG, INC.                           | SPORTS PARK 5K TRAIL      | 3,375.00         |
| <b>TOTAL 5K TRAIL</b>                  |                                     |                           | <b>3,375.00</b>  |
| FEATURE SPLASH PAD                     | PDG, INC.                           | SPORTS PARK AQUATIC FEAT  | 13,050.00        |
| <b>TOTAL FEATURE SPLASH PAD</b>        |                                     |                           | <b>13,050.00</b> |
| <b>FUND GRAND TOTAL</b>                |                                     |                           | <b>24,225.00</b> |
| SALES TAX FUND-FIRE                    | CITY GARAGE                         | LABOR OVERHEAD CHGS - FEB | 3,264.16         |
|  | CITY GARAGE                         | VEH PARTS PURCH - FEB     | 3,227.67         |

## Claims List

3/15/2016

| Budget Unit Title      | Vendor Name            | Payable Description       | Payment Amount |
|------------------------|------------------------|---------------------------|----------------|
| SALES TAX FUND-FIRE... | JPMORGAN CHASE BANK    | NORTHERN SAFETY-PARTS     | 62.58          |
|                        | JPMORGAN CHASE BANK    | INT'L CODE COUNCIL-BOOKS  | 486.00         |
|                        | FLEETCOR TECHNOLOGIES  | FUELMAN EXP - FEB, 2016   | 1,319.42       |
|                        | JPMORGAN CHASE BANK    | SPECIAL OPS-UNIFORM       | 45.96          |
|                        | JPMORGAN CHASE BANK    | SAMS OFFROAD-REPAIR       | 813.80         |
|                        | JPMORGAN CHASE BANK    | LOWES-SUPPLIES            | 4.32           |
|                        | JPMORGAN CHASE BANK    | MINIMUS.BIZ-APPAREL       | 96.72          |
|                        | BLUE ENERGY FUELS, LLC | CNG FUEL PURCH - FEB      | 71.13          |
|                        | JPMORGAN CHASE BANK    | MAIL THIS-SUPPLIES        | 18.40          |
|                        | AT&T                   | CONSOLIDATED PHONE BILL   | 168.85         |
|                        | JPMORGAN CHASE BANK    | HOME DEPOT-SUPPLIES       | 38.76          |
|                        | JPMORGAN CHASE BANK    | PROG BUS PUBLICATION-BOOK | 159.00         |
|                        | JPMORGAN CHASE BANK    | OKLA FIRE-TRAINING EXP    | 200.00         |
|                        | JPMORGAN CHASE BANK    | LOWES-SUPPLIES            | 54.90          |
|                        | JPMORGAN CHASE BANK    | P & K EQUIP-SUPPLIES      | 0.46           |
|                        | JPMORGAN CHASE BANK    | P & K EQUIP-SUPPLIES      | 8.00           |
|                        | JPMORGAN CHASE BANK    | ATLAS-ETHERNET SPLICE     | 20.00          |
|                        | JPMORGAN CHASE BANK    | OFFICE DEPOT-SUPPLIES     | 14.99          |
|                        | JPMORGAN CHASE BANK    | OFFICE DEPOT-SUPPLIES     | 52.74          |
|                        | JPMORGAN CHASE BANK    | NORTHERN SAFETY-PARTS     | 513.44         |
|                        | JPMORGAN CHASE BANK    | ADVANCE AUTO-SUPPLIES     | 28.92          |
|                        | JPMORGAN CHASE BANK    | TRIAD SERVICE-REPAIR      | 262.50         |
|                        | JPMORGAN CHASE BANK    | LOWES-SUPPLIES            | 34.60          |
|                        | JPMORGAN CHASE BANK    | MEETING EXPENSE           | 111.63         |
|                        | JPMORGAN CHASE BANK    | OREILLY-SUPPLIES          | 23.98          |
|                        | JPMORGAN CHASE BANK    | OREILLY-SUPPLIES          | 84.99          |
|                        | JPMORGAN CHASE BANK    | OREILLY-SUPPLIES          | 9.69           |
|                        | JPMORGAN CHASE BANK    | LOWES-SUPPLIES            | 6.98           |
|                        | JPMORGAN CHASE BANK    | CONRAD FIRE-REPAIR PARTS  | 262.56         |
|                        | JPMORGAN CHASE BANK    | FLEETPRIDE-VEHICLE REPAIR | 3,303.00       |
|                        | JPMORGAN CHASE BANK    | LOCKE SUPPLY-SUPPLIES     | 13.66          |
|                        | JPMORGAN CHASE BANK    | LOCKE SUPPLY-REPAIR PARTS | 63.93          |
|                        | JPMORGAN CHASE BANK    | TATE BOYS-REPAIR SUPPLIES | 358.56         |
|                        | JPMORGAN CHASE BANK    | SAMSCLUB-SUPPLIES         | 9.47           |
|                        | JPMORGAN CHASE BANK    | LOWES-SUPPLIES            | 15.98          |
|                        | JPMORGAN CHASE BANK    | SAV ON PRINTING-SUPPLIES  | 60.00          |
|                        | JPMORGAN CHASE BANK    | BASS PRO-UNIF CLOTHING    | 94.99          |
|                        | JPMORGAN CHASE BANK    | WALMART-SUPPLIES          | 40.96          |
|                        | JPMORGAN CHASE BANK    | SAMSCLUB-SUPPLIES         | 204.68         |
|                        | JPMORGAN CHASE BANK    | LOWES-SUPPLIES            | 7.21           |
|                        | JPMORGAN CHASE BANK    | LOCKE SUPPLY-SUPPLIES     | 3.25           |
|                        | JPMORGAN CHASE BANK    | ADVANCE AUTO-SUPPLIES     | 12.09          |
|                        | JPMORGAN CHASE BANK    | ADVANCE AUTO-SUPPLIES     | 8.25           |
|                        | JPMORGAN CHASE BANK    | ADVANCE AUTO-SUPPLIES     | 4.89           |

## Claims List

3/15/2016

| Budget Unit Title               | Vendor Name                      | Payable Description      | Payment Amount           |                  |
|---------------------------------|----------------------------------|--------------------------|--------------------------|------------------|
| SALES TAX FUND-FIRE...          | JPMORGAN CHASE BANK              | GRAINGER-THERMOSTAT      | 120.78                   |                  |
|                                 | JPMORGAN CHASE BANK              | LOWES-SUPPLIES           | 48.91                    |                  |
|                                 | JPMORGAN CHASE BANK              | P&K EQUIPMENT-SUPPLIES   | 8.00                     |                  |
|                                 | JPMORGAN CHASE BANK              | CUMMINS-VEHICLE REPAIRS  | 21,443.76                |                  |
|                                 | JPMORGAN CHASE BANK              | OVERHEAD DOOR-REMOTE     | 54.00                    |                  |
|                                 | JPMORGAN CHASE BANK              | DELL-LAPTOP              | 1,497.16                 |                  |
|                                 | SHI INTERNATIONAL CORP           | FD SOFTWARE              | 226.00                   |                  |
|                                 | JPMORGAN CHASE BANK              | WALMART-SUPPLIES         | 6.42                     |                  |
|                                 | JPMORGAN CHASE BANK              | REASORS-SUPPLIES         | 2.09                     |                  |
|                                 | JPMORGAN CHASE BANK              | AMAZON-UNIFORMS          | 61.59                    |                  |
|                                 | JPMORGAN CHASE BANK              | GRAINGER-REPAIR          | 98.91                    |                  |
|                                 | JPMORGAN CHASE BANK              | CONRAD FIRE-REPAIR PARTS | 51.16                    |                  |
|                                 | JPMORGAN CHASE BANK              | TRAINING EXPENSE         | 105.65                   |                  |
|                                 | JPMORGAN CHASE BANK              | OREILLY-REPAIR PARTS     | 8.24                     |                  |
|                                 | JPMORGAN CHASE BANK              | LOWES-SUPPLIES           | 25.98                    |                  |
|                                 | ONEOK, INC OKLAHOMA NATURAL GAS  | NATURAL GAS USAGE        | 836.38                   |                  |
|                                 | JPMORGAN CHASE BANK              | CARHART-PROT CLOTHING    | 697.82                   |                  |
|                                 | JPMORGAN CHASE BANK              | ARMY STORE-UNIFORMS      | 63.96                    |                  |
|                                 | JPMORGAN CHASE BANK              | REI.COM-UNIFORMS         | 259.80                   |                  |
|                                 | JPMORGAN CHASE BANK              | LOWES-SUPPLIES           | 42.98                    |                  |
|                                 | JPMORGAN CHASE BANK              | P & K EQUIPMENT-SUPPLIES | 8.00                     |                  |
|                                 | JPMORGAN CHASE BANK              | AMAZON-PROT CLOTHING     | 27.98                    |                  |
|                                 | VERIZON WIRELESS                 | WIRELESS CONNECTION      | 708.39                   |                  |
|                                 | JPMORGAN CHASE BANK              | BEST BUY-CAMERA          | 428.97                   |                  |
|                                 | JPMORGAN CHASE BANK              | OFFICE DEPOT-SUPPLIES    | 121.93                   |                  |
|                                 | <b>TOTAL SALES TAX FUND-FIRE</b> |                          |                          | <b>42,622.93</b> |
|                                 | <b>FUND GRAND TOTAL</b>          |                          |                          | <b>42,622.93</b> |
|                                 | SALES TAX FUND-POLICE            | JPMORGAN CHASE BANK      | FAMILY ANIMAL-K9 MEDICAL | 349.01           |
| JPMORGAN CHASE BANK             |                                  | AMAZON-K9 SUPPLIES       | 239.91                   |                  |
| JPMORGAN CHASE BANK             |                                  | OWASSO ECON SUMMIT-FEE   | 50.00                    |                  |
| ONEOK, INC OKLAHOMA NATURAL GAS |                                  | NATURAL GAS USAGE        | 268.13                   |                  |
| JPMORGAN CHASE BANK             |                                  | TRAVEL EXPENSE           | 755.00                   |                  |
| JPMORGAN CHASE BANK             |                                  | AMAZON-K9 SUPPLIES       | 19.00                    |                  |
| JPMORGAN CHASE BANK             |                                  | OFFICE DEPOT-SUPPLIES    | 13.96                    |                  |
| TREASURER PETTY CASH            |                                  | SWAT COMP FEE            | 100.00                   |                  |
| TREASURER PETTY CASH            |                                  | TRAVEL EXPENSE           | 71.83                    |                  |
| TREASURER PETTY CASH            |                                  | SUPPLIES                 | 15.67                    |                  |
| JPMORGAN CHASE BANK             |                                  | TRACTOR SUP-K9 SUPPLIES  | 274.99                   |                  |
| JPMORGAN CHASE BANK             |                                  | MEETING EXPENSE          | 111.70                   |                  |
| JPMORGAN CHASE BANK             |                                  | OUS-TRAINING/KLAHR       | 100.00                   |                  |
| TREASURER PETTY CASH            |                                  | VEHICLE TAGS             | 225.00                   |                  |
| JPMORGAN CHASE BANK             |                                  | SAMSCLUB-SUPPLIES        | 4.98                     |                  |

## Claims List

3/15/2016

| Budget Unit Title                  | Vendor Name                       | Payable Description       | Payment Amount    |
|------------------------------------|-----------------------------------|---------------------------|-------------------|
| SALES TAX FUND-POLICE...           | JPMORGAN CHASE BANK               | SOUTHERN AG-K9 SUPPLIES   | 95.98             |
|                                    | JPMORGAN CHASE BANK               | SOUTHERN AG-K9 SUPPLIES   | 144.59            |
|                                    | JPMORGAN CHASE BANK               | ELITE K9-SUPPLIES         | 128.81            |
|                                    | JPMORGAN CHASE BANK               | BROWNELLS-SUPPLIES        | 44.15             |
|                                    | JPMORGAN CHASE BANK               | RAY ALLEN MFG-SUPPLIES    | 137.48            |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-UNIF ITEM/LAW | 15.19             |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-VEST/BOEHLER  | 348.25            |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-VEST/FUNK     | 348.25            |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-VEST/BOATMAN  | 696.50            |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-VEST/LT JONES | 348.25            |
|                                    | JPMORGAN CHASE BANK               | USPS-MAILING COSTS        | 7.67              |
|                                    | JPMORGAN CHASE BANK               | NTOA-DUES                 | 150.00            |
|                                    | JPMORGAN CHASE BANK               | LOWES-FIREARM SUPPLIES    | 19.98             |
|                                    | VERIZON WIRELESS                  | WIRELESS CONNECTION       | 687.67            |
|                                    | JPMORGAN CHASE BANK               | DASH MEDICAL-SUPPLIES     | 136.80            |
|                                    | JPMORGAN CHASE BANK               | THOMSON WEST-CLEAR ACCESS | 276.01            |
|                                    | JPMORGAN CHASE BANK               | VIEVU-STRAIGHT SHOOTER    | 250.00            |
|                                    | JPMORGAN CHASE BANK               | LA POLICE GEAR-UNIFORMS   | 399.75            |
|                                    | BOB HURLEY FORD, LLC              | 6 FORD EXPLORERS          | 158,364.00        |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-VEST CARRIER  | 159.99            |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-VEST CARRIER  | 159.99            |
|                                    | JPMORGAN CHASE BANK               | SPECIAL OPS-VEST CARRIERS | 4,639.71          |
|                                    | JPMORGAN CHASE BANK               | FAMILY ANIMAL-K9 MEDICAL  | 54.00             |
|                                    | JPMORGAN CHASE BANK               | AMAZON-K9 SUPPLIES        | 10.71             |
|                                    | JPMORGAN CHASE BANK               | TRACTOR SUPPLY-K9 SUPPLIE | 130.00            |
|                                    | AT&T                              | CONSOLIDATED PHONE BILL   | 542.24            |
|                                    | JPMORGAN CHASE BANK               | TRAVEL EXPENSE            | 261.90            |
|                                    | CITY GARAGE                       | VEH PARTS PURCH - FEB     | 4,233.61          |
|                                    | OWASSO FOP LODGE #149 POLICE DEPT | LEGAL DEFENSE FY16        | 164.50            |
|                                    | OWASSO FOP LODGE #149 POLICE DEPT | LEGAL DEFENSE FY16        | 514.50            |
|                                    | JPMORGAN CHASE BANK               | MID AMER-SWAT TRAINING    | 300.00            |
|                                    | FLEETCOR TECHNOLOGIES             | FUELMAN EXP - FEB, 2016   | 3,992.94          |
|                                    | MOTOROLA SOLUTIONS, INC           | CAR RADIOS                | 23,033.75         |
| BOARD OF TESTS FOR ALCOHOL & DRUG  | 2016 RENEWALS                     | 312.00                    |                   |
| CITY GARAGE                        | LABOR OVERHEAD CHGS - FEB         | 9,694.41                  |                   |
| <b>TOTAL SALES TAX FUND-POLICE</b> |                                   |                           | <b>213,402.76</b> |
| <b>FUND GRAND TOTAL</b>            |                                   |                           | <b>213,402.76</b> |
| SALES TAX FUND-STREETS             | TWIN CITIES READY MIX, INC        | CONCRETE                  | 900.00            |
|                                    | TWIN CITIES READY MIX, INC        | CONCRETE                  | 1,218.00          |
|                                    | OWASSO TOP SOIL                   | DIRT                      | 65.00             |
|                                    | ANCHOR STONE COMPANY              | BASE MATERIAL FOR REPAIRS | 141.52            |
|                                    | TWIN CITIES READY MIX, INC        | CONCRETE                  | 192.00            |

## Claims List

3/15/2016

| Budget Unit Title        | Vendor Name                | Payable Description       | Payment Amount |
|--------------------------|----------------------------|---------------------------|----------------|
| SALES TAX FUND-STREETS.. | APAC-OKLAHOMA, INC.        | ASPHALT                   | 1,020.63       |
|                          | OWASSO TOP SOIL            | DIRT                      | 65.00          |
|                          | SIGNALTEK INC              | TRAFFIC SIGNAL MAINT      | 1,378.88       |
|                          | CITY GARAGE                | LABOR OVERHEAD CHGS - FEB | 2,534.66       |
|                          | TULSA ASPHALT, LLC         | ASPHALT                   | 243.10         |
|                          | TWIN CITIES READY MIX, INC | CONCRETE                  | 528.00         |
|                          | TULSA COUNTY BOCC          | SIGNS                     | 212.00         |
|                          | TULSA COUNTY BOCC          | SIGNS                     | 630.60         |
|                          | TWIN CITIES READY MIX, INC | CONCRETE                  | 102.50         |
|                          | CITY GARAGE                | VEH PARTS PURCH - FEB     | 1,298.04       |
|                          | BLUE ENERGY FUELS, LLC     | CNG FUEL PURCH - FEB      | 257.09         |
|                          | JPMORGAN CHASE BANK        | FASTENAL-RETURN           | -15.00         |
|                          | FLEETCOR TECHNOLOGIES      | FUELMAN EXP - FEB, 2016   | 343.58         |
|                          | JPMORGAN CHASE BANK        | LOWES-VELCRO STRIPPING    | 29.95          |
|                          | JPMORGAN CHASE BANK        | HOME DEPOT-TAPE MEASURE   | 27.94          |
|                          | JPMORGAN CHASE BANK        | FASTENAL-TOOL BOX         | 120.82         |
|                          | JPMORGAN CHASE BANK        | ATWOODS-RUBBER BOOTS      | 16.99          |
|                          | JPMORGAN CHASE BANK        | GELCO-PPE                 | 107.99         |
|                          | JPMORGAN CHASE BANK        | BROWCO MFG-SAW BLADE      | 450.00         |
|                          | JPMORGAN CHASE BANK        | LOWES-CEMENT              | 15.56          |
|                          | JPMORGAN CHASE BANK        | LOWES-FORMING SUPPLIES    | 19.68          |
|                          | JPMORGAN CHASE BANK        | LOWES-FORMING SUPPLIES    | 5.68           |
|                          | JPMORGAN CHASE BANK        | LOWES-FORMING SUPPLIES    | 43.76          |
|                          | JPMORGAN CHASE BANK        | EQUIPMENT ONE-HAMMER BIT  | 28.35          |
|                          | JPMORGAN CHASE BANK        | EQUIPMENT ONE-RENTAL      | 168.00         |
|                          | JPMORGAN CHASE BANK        | FLEET DISTRIB-PPE         | 52.03          |
|                          | JPMORGAN CHASE BANK        | LOWES-LUMBER              | 29.56          |
|                          | AMERICAN ELECTRIC POWER    | MAIN STREET LIGHTING      | 1,000.00       |
|                          | AMERICAN ELECTRIC POWER    | SILVER CREEK LIGHTING     | 513.00         |
|                          | UNIFIRST HOLDINGS LP       | UNIFORM CLEANING          | 90.94          |
|                          | JPMORGAN CHASE BANK        | ATWOODS-BOOTS             | 129.99         |
|                          | JPMORGAN CHASE BANK        | ATWOODS-BOOTS             | 129.99         |
|                          | UNIFIRST HOLDINGS LP       | UNIFORM CLEANING          | 47.69          |
|                          | JPMORGAN CHASE BANK        | EQUIP ONE-LIFT RENTAL     | 228.00         |
|                          | JPMORGAN CHASE BANK        | FASTENAL-HARDWARE         | 19.19          |
|                          | JPMORGAN CHASE BANK        | FULLERTON-CYLINDER LEASE  | 120.00         |
|                          | JPMORGAN CHASE BANK        | LOCKE-THERMOSTAT          | 24.05          |
|                          | JPMORGAN CHASE BANK        | BROWCO-SAW BLADE          | 150.00         |
|                          | JPMORGAN CHASE BANK        | BROWCO-CHALK LINE         | 35.25          |
|                          | JPMORGAN CHASE BANK        | LOWES-TOOLS               | 175.96         |
|                          | JPMORGAN CHASE BANK        | LOWES-LUMBER              | 210.42         |
|                          | JPMORGAN CHASE BANK        | FASTENAL-SUPPLIES         | 45.98          |
|                          | TWIN CITIES READY MIX, INC | CONCRETE                  | 384.00         |
|                          | TULSA COUNTY BOCC          | SIGNS                     | 90.10          |

## Claims List

3/15/2016

| Budget Unit Title                     | Vendor Name                     | Payable Description       | Payment Amount   |
|---------------------------------------|---------------------------------|---------------------------|------------------|
| SALES TAX FUND-STREETS..              | VERIZON WIRELESS                | WIRELESS CONNECTION       | 80.02            |
|                                       | JPMORGAN CHASE BANK             | LOWES-FORMING SUPPLIES    | 8.34             |
|                                       | AEP/PSO                         | STREET LIGHTS             | 5,684.24         |
|                                       | JPMORGAN CHASE BANK             | HOME DEPOT-FORM BOARD     | 13.94            |
|                                       | JPMORGAN CHASE BANK             | ATWOODS-CLAMPS            | 34.96            |
| <b>TOTAL SALES TAX FUND-STREETS</b>   |                                 |                           | <b>21,447.97</b> |
| <b>FUND GRAND TOTAL</b>               |                                 |                           | <b>21,447.97</b> |
| CI - FBO BUILDING                     | BKL INCORPORATED                | ARCHITECTURAL/ENGINEERING | 4,900.00         |
| <b>TOTAL CI - FBO BUILDING</b>        |                                 |                           | <b>4,900.00</b>  |
| CI - GARN WID 96TH-106TH              | LEO L. ROBERTS                  | EASEMENT ACQUISITION      | 17,825.00        |
|                                       | SEVEN C'S ENTERPRISES, INC      | ROW & EASEMENT ACQUISITIO | 1,800.00         |
|                                       | FRANKLIN & ASSOCIATES, INC      | APPRAISAL FEES - GARNETT  | 650.00           |
| <b>TOTAL CI - GARN WID 96TH-106TH</b> |                                 |                           | <b>20,275.00</b> |
| 106/145TH INTERSECT IMP               | POE, LTD                        | ENGINEERING SERVICES      | 12,835.00        |
| <b>TOTAL 106/145TH INTERSECT IMP</b>  |                                 |                           | <b>12,835.00</b> |
| <b>FUND GRAND TOTAL</b>               |                                 |                           | <b>38,010.00</b> |
| CITY GARAGE                           | JPMORGAN CHASE BANK             | SUMMIT TRUCK-CREDIT       | -1,378.88        |
|                                       | JPMORGAN CHASE BANK             | BUMPER2BUMPER-PART RESALE | 49.50            |
|                                       | ONEOK, INC OKLAHOMA NATURAL GAS | NATURAL GAS USAGE         | 346.08           |
|                                       | JPMORGAN CHASE BANK             | BUMPER2BUMPER-PART RESALE | 9.90             |
|                                       | JPMORGAN CHASE BANK             | BUMP2BUMP-PARTS RESALE    | 37.50            |
|                                       | AT&T                            | CONSOLIDATED PHONE BILL   | 24.77            |
|                                       | JPMORGAN CHASE BANK             | TULSA GAS-REPAIR          | 250.00           |
|                                       | JPMORGAN CHASE BANK             | OFFICE DEPOT-SUPPLIES     | 3.74             |
|                                       | JPMORGAN CHASE BANK             | BUMP2BUMP-PART RESALE     | 212.00           |
|                                       | JPMORGAN CHASE BANK             | BUMP2BUMP-PART RESALE     | 318.00           |
|                                       | JPMORGAN CHASE BANK             | LENOX WRECKER-TOWING      | 80.00            |
|                                       | JPMORGAN CHASE BANK             | LENOX WRECKER-TOWING      | 83.00            |
|                                       | JPMORGAN CHASE BANK             | CLASSIC CHEVY-FUEL PUMP   | 255.07           |
|                                       | JPMORGAN CHASE BANK             | FULLERTON-CYLINDER LEASE  | 240.00           |
|                                       | JPMORGAN CHASE BANK             | YELLOWHOUSE-REPAIR        | 2,177.33         |
|                                       | JPMORGAN CHASE BANK             | B&M WAREHOUSE-PART RESALE | 970.20           |
|                                       | JPMORGAN CHASE BANK             | QUIK SVCS-METAL           | 150.50           |
|                                       | JPMORGAN CHASE BANK             | A&N TRAILER PARTS-WHEEL   | 30.77            |
|                                       | JPMORGAN CHASE BANK             | UNITED FORD-PARTS RESALE  | 484.70           |
|                                       | JPMORGAN CHASE BANK             | UNITED FORD-PARTS RESALE  | 880.10           |

## Claims List

3/15/2016

| Budget Unit Title                   | Vendor Name                | Payable Description       | Payment Amount      |
|-------------------------------------|----------------------------|---------------------------|---------------------|
| CITY GARAGE...                      | JPMORGAN CHASE BANK        | TULSA CLEANING-SUPPLIES   | 235.00              |
|                                     | JPMORGAN CHASE BANK        | HESELBEIN-TIRES           | 347.44              |
|                                     | JPMORGAN CHASE BANK        | HESELBEIN-TIRES           | 377.40              |
|                                     | JPMORGAN CHASE BANK        | BUMP2BUMP-PARTS RESALE    | 472.00              |
|                                     | JPMORGAN CHASE BANK        | GOODYEAR-TRASH TRK TIRES  | 1,374.11            |
|                                     | TREASURER PETTY CASH       | CNG LICENSE-LIVINGSTON    | 50.00               |
|                                     | JPMORGAN CHASE BANK        | CLASSIC CHEV-PARTS RESALE | 156.80              |
|                                     | JPMORGAN CHASE BANK        | BUMP2BUMP-PARTS RESALE    | 184.50              |
|                                     | JPMORGAN CHASE BANK        | BUMP2BUMP-PARTS RESALE    | 165.00              |
|                                     | JPMORGAN CHASE BANK        | BUMP2BUMP-RETURNS         | -124.00             |
|                                     | JPMORGAN CHASE BANK        | SUMMIT TRUCK-CREDIT       | -849.60             |
|                                     | <b>TOTAL CITY GARAGE</b>   |                           |                     |
| <b>FUND GRAND TOTAL</b>             |                            |                           | <b>7,612.93</b>     |
| WORKERS' COMP SELF-INS              | UNITED SAFETY & CLAIMS INC | UNITED SAFETY CLAIMS      | 1,658.33            |
| <b>TOTAL WORKERS' COMP SELF-INS</b> |                            |                           | <b>1,658.33</b>     |
| <b>FUND GRAND TOTAL</b>             |                            |                           | <b>1,658.33</b>     |
| <b>CITY GRAND TOTAL</b>             |                            |                           | <b>\$465,206.71</b> |



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Michele Dempster  
Human Resources Director

**SUBJECT:** OMRF Retirement Request

**DATE:** March 11, 2016

---

**BACKGROUND:**

Oklahoma Municipal Retirement Fund (OMRF), the retirement plan for non-police and fire employees, requires the City Council acting as the OMRF Retirement Committee to approve applications for retirement. To be eligible for retirement benefits through OMRF an employee must have a minimum of five years of employment. Once an employee has five years of service the employee is considered vested and typically upon leaving employment with the City has three options depending upon age: normal, early, or deferred retirement.

A fourth classification of retirement which does not occur very frequently is Disability retirement. Disability retirement is an option for an employee who is no longer able to work, due to permanent medical condition(s). Disability retirement requires submission of a physician's certificate of disability.

Jon Ross, an employee of the Police Communications/Jailer division, has submitted a request for disability retirement. Mr. Ross and his physician have submitted the required documents and those documents have been reviewed by Human Resources. Mr. Ross has been employed with the City for eight years and based on documents submitted is eligible for Disability retirement.

**RECOMMENDATION:**

Staff recommends approval of Jon Ross's application for Disability Retirement benefits.



**TO:** Honorable Mayor and City Council  
City of Owasso

**FROM:** Karl A. Fritschen, Urban and Long Range Planner

**SUBJECT:** Partial Utility/Drainage Easement Closure Request

**DATE:** March 11, 2016

---

**BACKGROUND:**

The City of Owasso received a request from Keys Landing Development, LLC for the closing of a portion of both a utility easement and drainage easement. The location lies just south of Keys Landing I located on the west side of 129<sup>th</sup> E. Ave. approximately ½ mile south of E 76<sup>th</sup> St. N.

The area where the subject easements are located is where the developer plans to construct Keys Landing II. When Keys Landing I was developed, a large drainage and utility easement was filed by separate instrument to allow for the conveyance of stormwater to an offsite detention facility located in the area that was to be used as the future Keys Landing II subdivision. Because Keys Landing II was not platted, the easement was filed by separate instrument and will eventually be shown on the final plat.

The plat for Keys Landing II is currently being prepared and the developer desires to close a small portion of what will become the backyards of two lots. Not knowing the exact layout of the future phase of Keys Landing at the time, they filed the easement hoping it would work for the future phase, unfortunately this was not the case. The easement closure will allow for the construction of future single-family lots. The final plat for Keys Landing II will be designed around the remaining boundary of the easement.

Required notice was sent to all franchise utility companies. The City of Owasso Public Works Department was also notified of the proposed closing of the portion of the easement and indicated there should be no impacts to future utilities and drainage, as area requested to be closed is only 4,921 square feet. The Owasso Public Works Department indicated that they could still service the City utilities located within the easement and don't foresee any issues with the closing of this portion of the easement. No other utilities appear to be affected by the closing of this portion of the easement.

While Council action will close the easement, it technically can be reopened unless the applicant takes it to district court and files for vacation of the easement, which will completely remove it from the books.

**TECHNICAL ADVISORY COMMITTEE:**

The Technical Advisory Committee reviewed the request at their February 24, 2016 meeting. No comments or concerns were expressed at the meeting.

If this item is approved by the City Council, staff will prepare a closing ordinance for Council consideration.

**RECOMMENDATION:**

Staff recommends approval of the utility easement closure requests.

**ATTACHMENTS:**

Location Map  
Legal Description Exhibits  
Survey of Record



ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street South, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2017

Keys Landing II

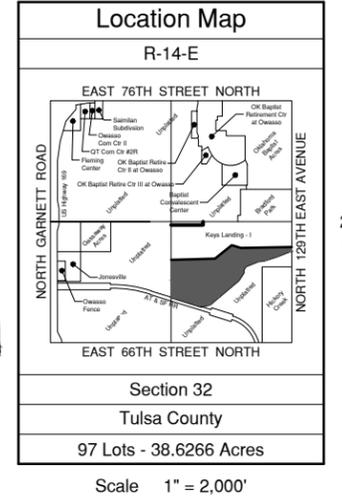
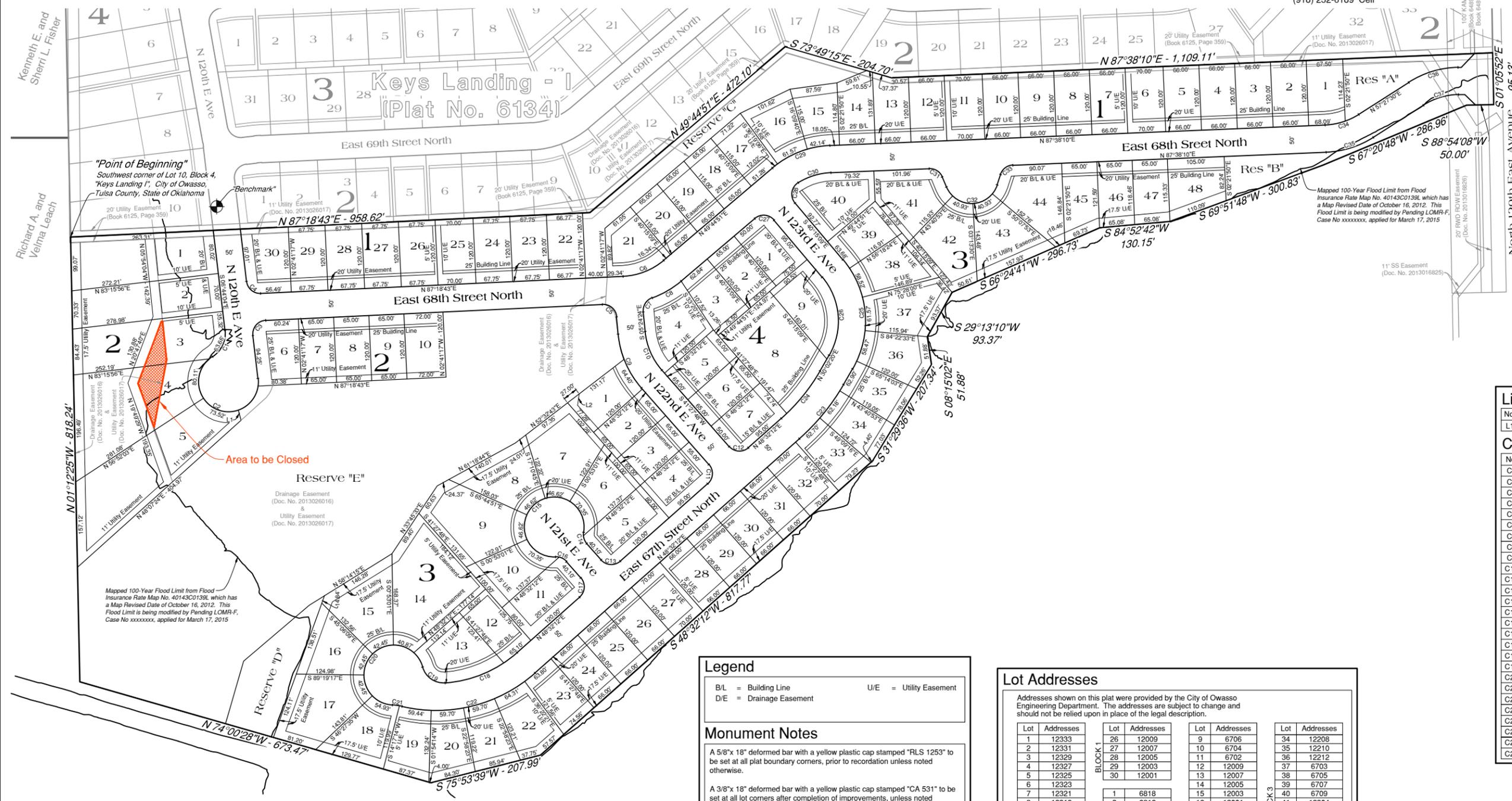
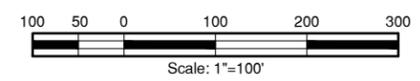
A subdivision in the City of Owasso, being a part of the SE/4 of Section 32, T-21-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma

OWNER / DEVELOPER

Keys Landing Development, L.L.C.
an Oklahoma limited liability company
Ron Staggs, Manager
ron-de@cox.net
P.O. Box 874
Owasso, OK 74055
(918) 272-6612 Office
(918) 232-6189 Cell

I, \_\_\_\_\_ County Treasurer of
Tulsa County, Oklahoma do hereby certify that I have examined the
records pertaining to Ad Valorem Taxes on the tract described in the
accompanying plat and find that all the Ad Valorem Taxes have been
paid to and including 20\_\_\_\_.
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

County Treasurer



Line Table
Table with 3 columns: No., Bearing, Distance.
L1 N 14°33'10" W 19.30'
L2 N 08°00'00" E 20.97'

Curve Table
Table with 5 columns: No., Delta, Radius, Length, Chord Bearing, Chord Distance.
C1 04°45'51" 100.00' 8.31' N 01°02'15" E 8.31'

Legend
B/L = Building Line
D/E = Drainage Easement
U/E = Utility Easement

Monument Notes
A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

Basis of Bearings
The non-astronomic bearings for this plat are based on an Oklahoma State Plane Grid bearing of N 87°38'10"E along the Southern boundary of Lots 20 - 27, Block 2 as platted in "Keys Landing I", a subdivision in the City of Owasso, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6134, as filed in the records of the Tulsa County Clerk's office. The bearings and distances for the above described tracts are based on the Oklahoma State Plane Coordinate System North Zone.

Lot Addresses
Addresses shown on this plat were provided by the City of Owasso Engineering Department. The addresses are subject to change and should not be relied upon in place of the legal description.
Table with 4 columns: Lot, Addresses, Lot, Addresses, Lot, Addresses, Lot, Addresses.

Lot Addresses
Addresses shown on this plat were provided by the City of Owasso Engineering Department. The addresses are subject to change and should not be relied upon in place of the legal description.
Zoning
The zoning for Keys Landing II is RS-3.
Scale Factor
All distances on this plat are on the Oklahoma State Plane. Multiply any distance on this plat by 1.000081674 to determine the actual ground distance.

Benchmark
Chiseled "Box" w/ chiseled "X" on top of curb in the frontage on Lot 10, Block 4 of "Keys Landing I". Benchmark is located approximately 11.5' east of the west Right-of-Way of North 120th East Avenue and 43.3' North of the South Boundary of "Keys Landing I".
Elevation = 591.42 NAVD 1988
Backflow Preventer Valve
If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

CERTIFICATE OF FINAL PLAT APPROVAL
I hereby certify that this plat was approved by the Owasso City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
By \_\_\_\_\_ Mayor
This approval is void if the above signature is not endorsed by the City Clerk.
By \_\_\_\_\_ Sherry Bishop, City Clerk

## **Legal Description for Utility Easement to be Closed**

A tract of land located in the NW/4 of the SE/4 of Section 32, T-21-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, more particularly described as follows:

Commencing at the southwest corner of Lot 10, Block 4, "Keys Landing - I", a subdivision in the City of Owasso, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6134, as filed in the records of the Tulsa County Clerk's office, also being the most westerly northwest corner of the Utility Easement, 'A-1', recorded on 03/15/2013 as Doc. No. 2013026017 in the office of the Tulsa County Clerk;

Thence N 87°18'43"E along the southerly line of said Lot 10 and the northerly line of said Utility Easement a distance of 153.05 feet to a bend in said Utility Easement;

Thence S 05°54'04"E along the northerly line of said Utility Easement a distance of 162.82 feet to the "Point of Beginning";

Thence continuing S 05°54'04"E along the northerly line of said Utility Easement a distance of 72.05 feet to a bend in said Utility Easement;

Thence S 10°38'09"W along the northerly line of said Utility Easement a distance of 125.94 feet.

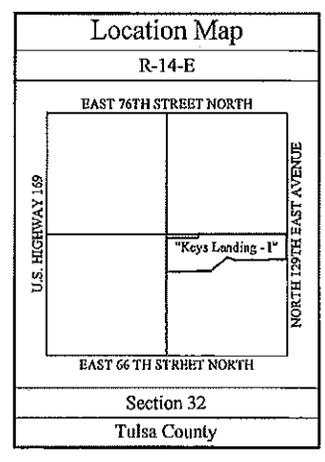
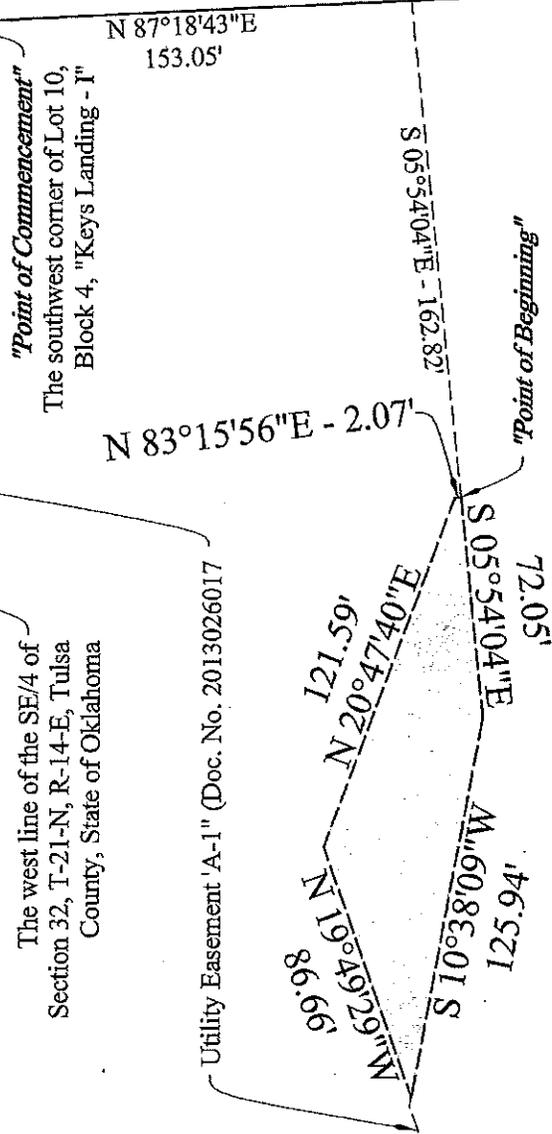
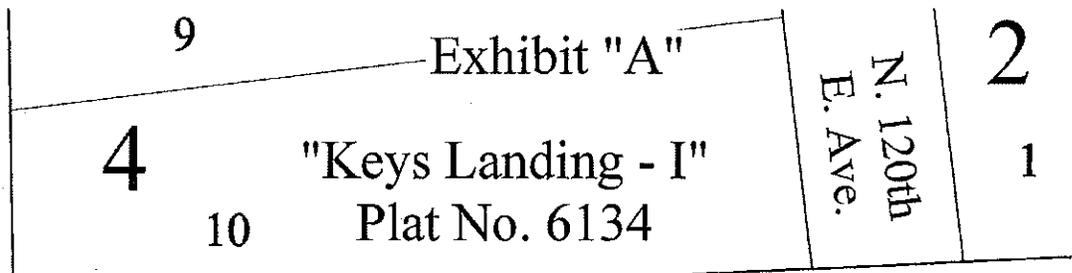
Thence N 19°49'29"W a distance of 86.66 feet;

Thence N 20°47'40"E a distance of 121.59 feet;

Thence N 83°15'56"E a distance of 2.07 feet to the "Point of Beginning".

Said tract contains 4,921 square feet or 0.1130 acres.

The non-astronomic bearings for said tract are based on a Oklahoma State Plane Grid bearing of N 87°18'43"E along the southerly line of Lot 10, Block 4, as platted in "Keys Landing - I", a subdivision in the City of Owasso, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6134, as filed in the records of the Tulsa County Clerk's office. The bearings and distances for the above described tract is based on the Oklahoma State Plane Coordinate System North Zone.



**PORTION OF UTILITY EASEMENT TO BE CLOSED  
A PART OF THE NW/4 OF THE SE/4 OF SECTION 32, T-21-N, R-14-E**

|  |  |  |   |
|--|--|--|---|
|  | <p><b>Tulsa Engineering &amp; Planning Associates, Inc.</b><br/>         9820 East 41st Street, Suite 102 - Tulsa, OK 74146<br/>         Phone: 918-252-9621 Fax: 918-250-4566<br/>         Civil Engineering • Landsurveying • Land Planning<br/> <small>Certificate of Authorization No. CA 531 FE/LS Renewal Date June 30, 2017</small></p> |  | <p>Job No: 14-018.00<br/>         Scale: 1" = 60'<br/>         Date: 12/15/2015<br/>         Sheet 1 of 2</p> |
|--|--|--|---|



**DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, KEYS LANDING, LLC. by RON STAGGS, its MANAGER the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Owasso, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said City of Owasso, County of Tulsa, State of Oklahoma, a drainage easement, through, over, under, and across the following described property, situated in said County, to-wit:

**SEE ATTACHED EXHIBITS 'A'**

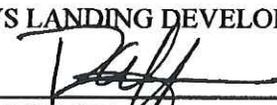
with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing stormwater detention facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; the stormwater detention facilities and appurtenances located thereon shall be maintained and kept clear of debris by the grantor(s) and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2013

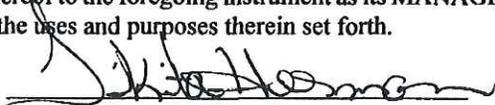
KEYS LANDING DEVELOPMENT, LLC

  
\_\_\_\_\_  
BY RON STAGGS  
MANAGER

State of Oklahoma )  
                                  ) ss.  
County of Tulsa )

Before me, the undersigned Notary Public, in and for said County and State, on this 15th day of March 2013, personally appeared RON STAGGS for KEYS LANDING DEVELOPMENT, LLC known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its MANAGER and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 9-28-14  
10008202

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

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



RONALD E STAGGS  
10024 N DOVER PL  
OWASSO, OK 74055



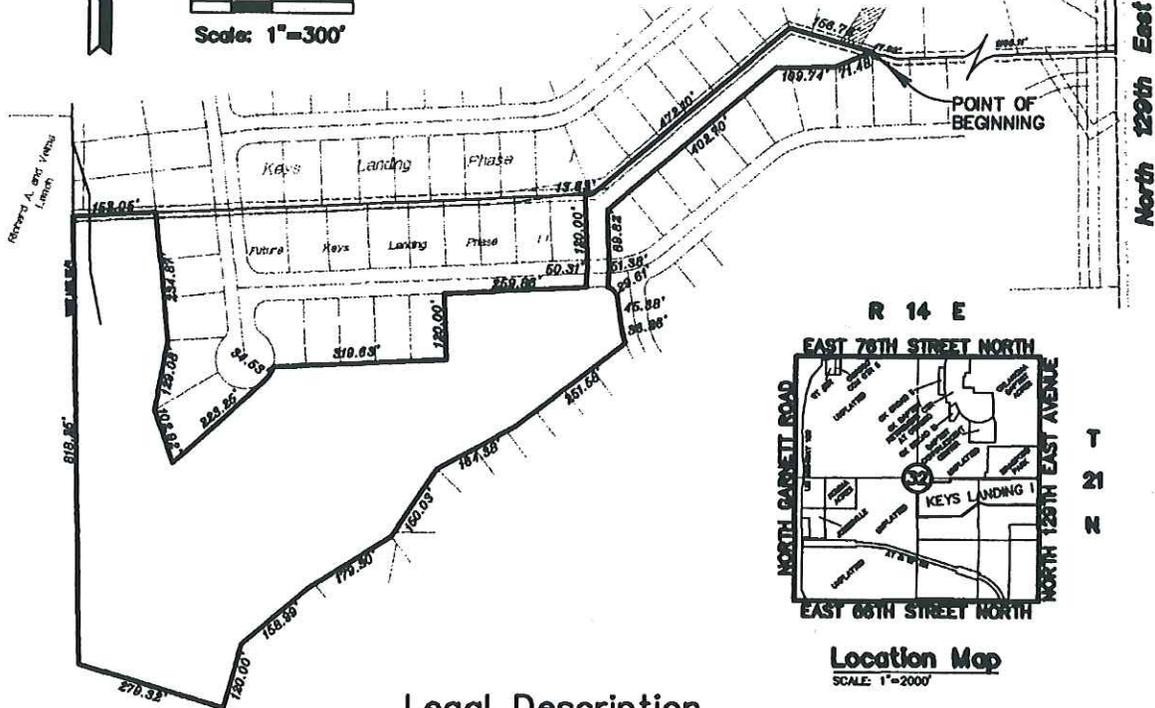
# Exhibit 'A'

## of the Drainage Easement Adjacent to Keys Landing - I

POINT OF COMMENCEMENT  
NE CORNER OF SE/4,  
SEC. 32, T-21-N, R-14-E



0 150 300  
Scale: 1"=300'



### Legal Description

A DRAINAGE EASEMENT LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-TWO (32) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.) ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE SE/4 OF SEC. 32, T-21-N, R-14-E, I.B.&M.; THENCE S 88°45'01" W ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 16.50 FEET; THENCE S 01°05'52" E PARALLEL WITH THE EAST LINE OF SAID SE/4 A DISTANCE OF 549.77 FEET; THENCE S 87°38'10" W A DISTANCE OF 1109.11 FEET; THENCE N 73°49'15" W A DISTANCE OF 47.92 FEET TO THE POINT OF BEGINNING; THENCE S 67°34'56" W A DISTANCE OF 71.48 FEET; THENCE S 88°31'51" W A DISTANCE OF 109.74 FEET; THENCE S 49°44'51" W A DISTANCE OF 402.70 FEET; THENCE S 02°41'17" E A DISTANCE OF 89.82 FEET; THENCE S 03°40'50" W A DISTANCE OF 51.38 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 67°52'06", A CHORD BEARING OF S 41°59'29" E, A CHORD LENGTH OF 27.91 FEET, FOR A DISTANCE OF 29.61 FEET, THENCE S 08°03'26" E A DISTANCE OF 45.38 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 172.94 FEET, A DELTA ANGLE OF 12°00'51", A CHORD BEARING OF S 13°59'36" E, A CHORD LENGTH OF 36.20 FEET, FOR A DISTANCE OF 36.26 FEET, THENCE S 52°32'43" W A DISTANCE OF 251.58 FEET; THENCE S 61°18'44" W A DISTANCE OF 164.38 FEET; THENCE S 33°45'33" W A DISTANCE OF 150.03 FEET; THENCE S 58°14'15" W A DISTANCE OF 179.30 FEET; THENCE S 49°36'56" W A DISTANCE OF 158.99 FEET; THENCE S 16°10'49" W A DISTANCE OF 120.00 FEET; THENCE N 74°00'28" W A DISTANCE OF 279.32 FEET TO THE WEST LINE OF SAID SE/4; THENCE N 01°12'25" W ALONG THE WEST LINE OF SAID SE/4 A DISTANCE OF 818.25 FEET; THENCE N 87°18'43" E A DISTANCE OF 153.05 FEET; THENCE S 05°54'04" E A DISTANCE OF 234.87 FEET; THENCE S 10°38'09" W A DISTANCE OF 129.08 FEET; THENCE S 19°49'29" E A DISTANCE OF 102.92 FEET; THENCE N 48°07'24" E A DISTANCE OF 223.25 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A DELTA ANGLE OF 35°58'32", A CHORD BEARING OF N 33°33'34" E, A CHORD LENGTH OF 33.97 FEET, FOR A DISTANCE OF 34.53 FEET, THENCE N 87°18'43" E A DISTANCE OF 319.63 FEET; THENCE N 02°41'17" W A DISTANCE OF 120.00 FEET; THENCE N 87°18'43" E A DISTANCE OF 259.86 FEET, THENCE N 03°40'50" E A DISTANCE OF 50.31 FEET; THENCE N 02°41'17" W A DISTANCE OF 120.00 FEET; THENCE N 87°18'43" E A DISTANCE OF 13.63 FEET; THENCE N 49°44'51" E A DISTANCE OF 472.10 FEET; THENCE S 73°49'15" E A DISTANCE OF 156.78 FEET; WHICH IS THE POINT OF BEGINNING, AND CONTAINING 10.09 ACRES, MORE OR LESS.

WO# 12853 DATE: 1/03/07 FILE: 2114.3220

RECEIVED

JAN 22 2016

BY: \_\_\_\_\_

12853EX-DE.dwg



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Bronce L. Stephenson  
Director of Community Development

**SUBJECT:** OA 16-01 & OZ 16-02 Annexation and Rezoning of Property at 11595 E 116<sup>th</sup> St N

**DATE:** March 11, 2016

**BACKGROUND:**

The Community Development Department received a request for annexation and rezoning for property located at 11595 E 116 St N. The property is 0.52 acres in size and contains one residential structure and an outbuilding. The applicant is requesting to be assigned a Commercial Shopping (CS) zoning upon annexation.

**SUMMARY TABLE:**

| Direction | Zoning                              | Use         | Land Use Plan | Jurisdiction   |
|-----------|-------------------------------------|-------------|---------------|----------------|
| North     | RS-3<br>(Residential Single Family) | Residential | Residential   | City of Owasso |
| South     | AG<br>(Agriculture)                 | Undeveloped | Commercial    | Tulsa County   |
| East      | RS-3<br>(Residential Single Family) | Residential | Residential   | City of Owasso |
| West      | CS<br>(Commercial Shopping)         | Commercial  | Commercial    | Tulsa County   |

**SUBJECT PROPERTY/PROJECT DATA:**

|                                    |                              |
|------------------------------------|------------------------------|
| <b>Property Size</b>               | .52 acres                    |
| <b>Current Zoning</b>              | AG (Tulsa County)            |
| <b>Lots/Blocks</b>                 | N/A                          |
| <b>Number of Reserve Areas</b>     | N/A                          |
| <b>Within PUD?</b>                 | N/A                          |
| <b>Within Overlay District?</b>    | N/A                          |
| <b>Water Provider</b>              | City of Owasso               |
| <b>Applicable Paybacks</b>         | Storm siren fee of \$35/acre |
| <b>Streets (public or private)</b> | N/A                          |

**ANALYSIS:**

The property is currently zoned AG (Agriculture) in Tulsa County and the first step to developing the property is to annex the property into Owasso's corporate limits. The applicant also requests CS (Commercial Shopping) be applied once the property is annexed into Owasso City Limits. The proposed zoning on the property is appropriate because it corresponds to what the Land Use Plan prescribes for this location, which is for commercial uses.

E 116<sup>th</sup> St N has seen extraordinary growth in the past few years and has been identified as a major commercial and residential growth area. The subject property has been identified for many years as having a future use of Commercial.

Any development that occurs on the subject property must adhere to all subdivision, zoning, and engineering requirements including but not limited to paved streets, landscaping, and sidewalks. The property can be served with utilities and by Owasso emergency services.

**COMPREHENSIVE PLAN CONSISTENCY:**

The Owasso 2025 Land Use Master Plan identifies the subject property and its surroundings as having a future land use of Commercial. The proposed rezoning to Commercial will be in conformance with the Land Use Master Plan and the expected development of the area.

**ANNEXATION COMMITTEE:**

The Annexation Committee met on February 24, 2016 and voted unanimously to recommend approval of the annexation request.

**PLANNING COMMISSION:**

The Planning Commission reviewed this item at their meeting on March 7, 2016. The Planning Commission voted unanimously to recommend approval of OA 16-01 & OZ 16-02 .

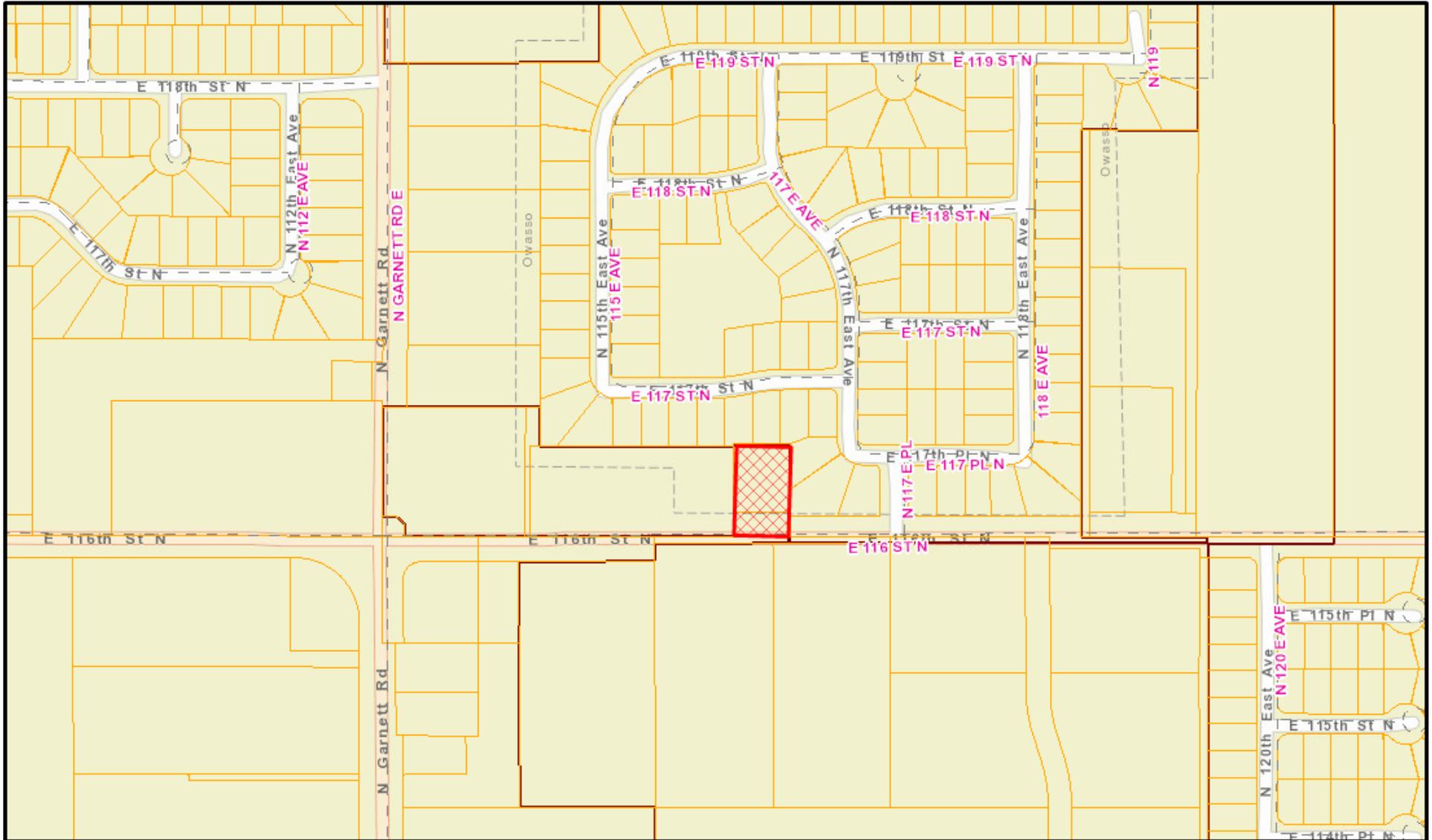
**RECOMMENDATION:**

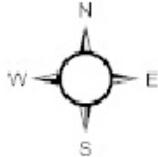
Staff recommends approval of OA 16-01 & OZ 16-02 annexing and rezoning the subject property to CS.

**ATTACHMENTS:**

Area Map  
Aerial Map  
Zoning Map

# Annexation/Rezoning



|             |                       |            |   |   |
|-------------|-----------------------|------------|---|---|
| 1" = 376 ft | OA 16-01/<br>OZ 16-02 | 03/01/2016 |  |  |
|-------------|-----------------------|------------|---|---|

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Owasso staff for the most up-to-date information.



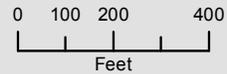
**Subject Tract**



**Subject Tract**

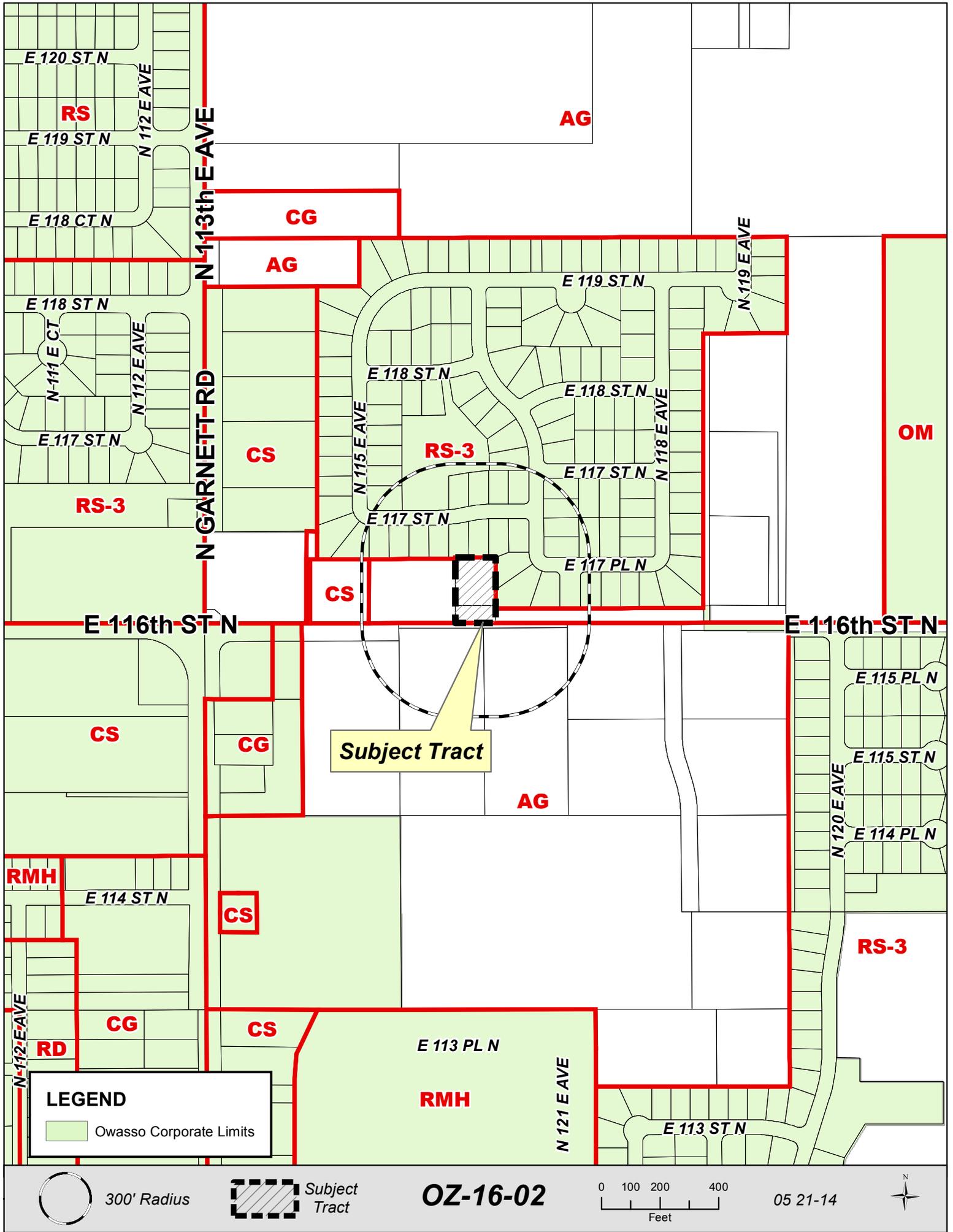
*Note: Graphic overlays may not precisely align with physical features on the ground.*  
Aerial Photo Date: March 2014

**OZ-16-02**



05 21-14



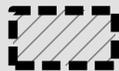


**LEGEND**

 Owasso Corporate Limits

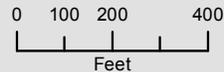


300' Radius



Subject Tract

**OZ-16-02**



05 21-14





**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Bronze L. Stephenson, MPA  
Director of Community Development

**SUBJECT:** Final Plat, Ator Center II

**DATE:** March 11, 2016

**BACKGROUND:**

The City of Owasso received an application for review and approval of a final plat for a replat of Ator Center II. The subject property is located on the west side of Garnett Rd, just north of E 86<sup>th</sup> St N. The property was originally platted as one lot, one block. The property has never been fully developed and has had temporary uses on it.

**SURROUNDING ZONING:**

| Direction | Zoning                      | Use                 | Land Use Plan | Jurisdiction   |
|-----------|-----------------------------|---------------------|---------------|----------------|
| North     | CG (Commercial General)     | Commercial          | Commercial    | City of Owasso |
| South     | CG (Commercial General)     | Commercial          | Commercial    | City of Owasso |
| East      | CG (Commercial General)     | Commercial          | Commercial    | City of Owasso |
| West      | RS3 – (Single Family Homes) | Single Family Homes | Residential   | City of Owasso |

**SUBJECT PROPERTY/PROJECT DATA:**

|                             |                       |
|-----------------------------|-----------------------|
| Property Size               | 5.87 acres            |
| Current Zoning              | CG Commercial General |
| Proposed Use                | Commercial            |
| Lots/Blocks                 | 4 lots in 1 block     |
| Number of Reserve Areas     | N/A                   |
| Within PUD?                 | No                    |
| Within Overlay District?    | US-169 Overlay        |
| Water Provider              | City of Owasso        |
| Applicable Paybacks/Fees    | N/A                   |
| Streets (public or private) | N/A                   |

**ANALYSIS:**

The final plat for the replat of Ator Center II shows four lots in one block. The original dedications of right-of-way and utility easements are unchanged, though the replat does dedicate additional public utility easements. The new alignment will provide for buildable commercial lots, with lot 1 being set up for connection to the lot that currently has Trails End BBQ.

Perimeter and interior utility easements are shown on the final plat that will provide utility companies adequate access to provide and maintain service to the proposed development. Any development that occurs on the subject property shall adhere to all subdivision, zoning, and engineering requirements including but not limited to paved streets, detention, fire protection, landscaping, and sidewalks. The City of Owasso will provide sanitary sewer service and water to the property.

**TECHNICAL ADVISORY COMMITTEE (TAC):**

The Technical Advisory Committee reviewed the plat for Ator Center II at their regularly scheduled meeting on January 27, 2016

**PLANNING COMMISSION:**

This item was taken to the regular meeting of the Planning Commission on March 7, 2016. The Planning Commission voted unanimously to recommend approval.

**RECOMMENDATION:**

Staff recommends approval of the replat of Ator Center II.

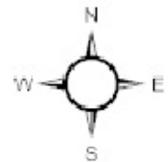
**ATTACHMENTS:**

Area Map  
Aerial Map  
Final Plat for Ator Center II



# Ator Center II



|             |                    |            |   |   |
|-------------|--------------------|------------|---|---|
| 1" = 752 ft | Final Plat Amended | 02/29/2016 |  |  |
|-------------|--------------------|------------|---|---|

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Owasso staff for the most up-to-date information.

# Final Plat Ator Center II

A RE-SUBDIVISION OF A PART OF LOT 1, BLOCK 1, ATOR CENTER  
 PLAT NO. 5889, DOCUMENT NO. 2005081323  
 PART OF THE SE/4 OF THE SE/4 OF SECTION 19, AND A PART OF THE SW/4 OF SECTION 20,  
 ALL BEING IN TOWNSHIP 21 NORTH AND RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN  
 AN ADDITION TO THE CITY OF OWASSO  
 TULSA COUNTY, OKLAHOMA

**4 LOTS IN 1 BLOCK**  
**5.87 ACRE TRACT**  
**ZONED: CG**

**SURVEYOR:**  
**Benchmark Surveying & Land Services, Inc.**  
 P.O. Box 1078  
 Owasso, Oklahoma 74055  
 Phone: (918) 274-9081

**OWNER/DEVELOPER:**  
**Cornerstone Center, Inc.**  
 P.O. Box 572  
 Owasso, Ok 74055  
 Phone: (918) 272-8226

**ENGINEER:**  
**Kellogg Engineering, Inc.**  
 6755 South 4060 Road  
 Talala, Oklahoma 74080  
 Phone: (918) 275-4080

## Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

CORNERSTONE CENTER, INC., ("OWNER/DEVELOPER") BEING THE OWNER AND DEVELOPER OF THE FOLLOWING DESCRIBED REAL PROPERTY (THE "PROPERTY") SITUATED IN THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA:

COMMENCING AT THE SE CORNER OF THE SE/4 OF SEC.19, T-21-N, R-14-E, I.B.M.; THENCE S 88°54'44" W ALONG THE SOUTH LINE OF SAID SEC.19 A DISTANCE OF 755.78 FEET TO A POINT ON THE SOUTH LINE OF SAID SEC.19; THENCE N 01°11'45" W FOR A DISTANCE OF 326.71 TO THE POINT OF BEGINNING, SAID POINT BEING TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, OF THE ATOR CENTER, PLAT NO. 5889, DOCUMENT NO. 2005081323; THENCE N 01°11'45" W A DISTANCE OF 340.00 FEET ALONG THE WEST LINE OF SAID LOT 1 BLOCK 1; SAID LINE BEING THE EAST LINE OF OWASSO POST OFFICE ADDITION TO THE SOUTHERLY BOUNDARY OF ATOR HEIGHTS THIRD EXTENDED; THENCE N 88°46'09" E ALONG THE SOUTHERLY BOUNDARY OF SAID ATOR HEIGHTS THIRD EXTENDED A DISTANCE OF 100.00 FEET; THENCE N 33°02'37" E ALONG THE SOUTHERLY BOUNDARY OF SAID ATOR HEIGHTS THIRD EXTENDED A DISTANCE OF 486.37 FEET; THENCE N 89°04'11" E A DISTANCE OF 61.87 FEET; THENCE S 01°10'33" E A DISTANCE OF 130.00 FEET; THENCE N 89°04'11" E A DISTANCE OF 200.00 TO THE WEST RIGHT-OF-WAY LINE OF N. GARNETT ROAD; THENCE S 01°10'33" E FOR A DISTANCE OF 82.01 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID N. GARNETT ROAD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 912.50 FEET, A CENTRAL ANGLE OF 25°47'42", A CHORD LENGTH OF 407.35 FEET, A CHORD BEARING OF S 33°14'35" W, FOR A DISTANCE OF 410.82 FEET; THENCE S 48°08'26" W FOR A DISTANCE OF 283.76 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 42°46'18", A CHORD LENGTH OF 25.53 FEET, A CHORD BEARING OF S 67°31'35" W, FOR A DISTANCE OF 26.13 FEET; THENCE S 88°54'44" W ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1, FOR A DISTANCE OF 178.26 FEET TO THE POINT OF BEGINNING, CONTAINING 5.87 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED, STAKED, AND PLATTED IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SAME AS "ATOR CENTER II", A SUBDIVISION IN THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA.

## SECTION I. EASEMENTS, AND UTILITIES

### A. UTILITY EASEMENTS

EXCEPT AS LIMITED AND RESERVED BELOW, THE OWNER DOES HEREBY DEDICATE FOR THE CITY USE AS A UTILITY EASEMENT, THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E", AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING, OR REPLACING PUBLIC UTILITIES, INCLUDING, BUT NOT LIMITED TO: SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, NATURAL GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS SUCH AS POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND APPURTENANCES THERE TO; WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE STREETS, EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR ANY OTHER ABOVE GROUND OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID SHALL BE PLACED, ERRECTED, INSTALLED OR PERMITTED WITHIN OR UPON ANY STREET, EASEMENT, OR RIGHT-OF-WAY SHOWN ON SAID PLAT;

HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE CONSTRUCTION OF DRIVES, PARKING AREAS, CURBING, MONUMENT AND Pylon SIGNS, LIGHT POLES, LANDSCAPING, SCREENING FENCES, RETAINING WALLS AND OTHER SURFACE IMPROVEMENTS THAT DO NOT CONSTITUTE AN OBSTRUCTION TO ANY EASEMENT.

FURTHER PROVIDED, THAT THE OWNER RESERVES THE RIGHT TO INSTALL LIGHT POLES WITHIN THE UTILITY EASEMENT PROVIDED THAT THE BASE OF THE POLES DO NOT INFRINGE INTO THE UTILITY LINE. IN THE EVENT ANY USER OF A UTILITY EASEMENT REMOVES LIGHT POLES LOCATED WITHIN THE EASEMENT, THE OWNER SHALL BE RESPONSIBLE FOR RESTORING THE LIGHT POLES TO THEIR ORIGINAL LOCATION. WHEN AN OWNER PLACES A SIGN OR LIGHT POLE WITHIN THE EASEMENT, THE OWNER SHALL NOT DISTURB OR MOVE EXISTING SERVICE LINES WITHOUT THE UTILITY USER'S ADVANCE WRITTEN CONSENT. ANY COSTS ASSOCIATED WITH THE DISTURBANCE OR MOVEMENT OF EXISTING SERVICE LINES CAUSED BY OWNER'S ACTIONS SHALL BE BORNE SOLELY BY THE OWNER.

### B. UNDERGROUND UTILITIES

1. OVERHEAD LINES FOR SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY ONLY BE LOCATED WITHIN THE PERIMETER SIDE AND REAR EASEMENTS ONLY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINE SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE. THEY MAY BE LOCATED UPON THE LOTS. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOTS, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION, AND GAS SERVICES, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT-WAYS SHOWN ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED OR MAINTAINED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. UNLESS EXPRESSLY APPROVED TO BE ABOVE GROUND, ALL UTILITIES SHALL BE UNDERGROUND.

5. THE OWNERS OF THE LOTS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNERS OR HIS AGENTS OR CONTRACTORS.

6. THE FOREGOING COVENANTS SET FORTH IN PARAGRAPH 5 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNERS OF THE LOTS AGREES TO BE BOUND HEREBY.

### C. WATER, SANITARY SEWER, AND STORM SEWER

1. THE OWNERS OF THE LOTS SHALL NOT DAMAGE THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER MAINS LOCATED UPON THE LOT.

2. THE CITY OF OWASSO, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER MAINS. PROVIDED, THE OWNERS OF THE LOT SHALL PAY FOR THE REPAIR OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNERS OR HIS AGENTS OR CONTRACTORS.

3. THE CITY OF OWASSO, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWER MAINS.

4. THE FOREGOING COVENANTS SET FORTH IN PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF OWASSO, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNERS OF THE LOTS AGREES TO BE BOUND HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.

### D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNERS OF THE LOTS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOTS AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNERS OF THE LOTS AGREES TO BE BOUND HEREBY.

### E. SURFACE STORMWATER DRAINAGE

THE PROPERTY DEPICTED ON THE ACCOMPANYING PLAT SHALL DRAIN THE STORM AND SURFACE WATERS FROM THE LOTS TO STREETS AND EASEMENTS. THE FOREGOING COVENANTS SET FORTH IN PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNERS AND BY THE CITY OF OWASSO, OKLAHOMA, OR ITS SUCCESSOR.

### F. PAVING AND LANDSCAPING WITHIN EASEMENTS

NOTHING CONTAINED WITHIN THIS DECLARATION SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION. EXCEPT IN EMERGENCY SITUATIONS ALL USERS OF ALL EASEMENTS SHALL PERFORM THE CONSTRUCTION, REPAIR, AND MAINTENANCE OF ITS INSTALLATIONS IN A MANNER SO AS TO NOT UNDULY DISRUPT THE OPERATION OF THE BUSINESSES ON THE AFFECTED LOTS.

## G. STORMWATER DETENTION

STORMWATER DETENTION SHALL BE PROVIDED BY THE CITY OF OWASSO AT NO COST TO THE CURRENT OWNERS OR FUTURE OWNERS OF ANY LOT WITHIN THE "ATOR CENTER II" AS PER AN AGREEMENT DATED JUNE 13, 2005.

## SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY:

A. ENFORCEMENT. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF OWASSO, OKLAHOMA. IF THE OWNERS, OR THEIR SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF OWASSO, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION. THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 30, 2020 AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT. THE COVENANTS CONTAINED IN SECTION I, EASEMENTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LOTS AND BY THE PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF OWASSO, OKLAHOMA. NO AMENDMENT THAT CAUSES UTILITY EASEMENT TO BE VACATED IS VALID UNTIL THE OWNERS OBTAIN AN APPROPRIATE RULING FROM THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA OR THE WRITTEN CONSENT OF ALL UTILITY USERS.

D. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

## CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, CORNERSTONE CENTER, INC. AN OKLAHOMA CORPORATION, BEING THE SOLE OWNERS OF ATOR CENTER II PLATTED HEREOF, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CORNERSTONE CENTER, INC.  
 AN OKLAHOMA CORPORATION

DOMINIC SOKOLOSKY PRESIDENT

STATE OF OKLAHOMA } SS  
 COUNTY OF }

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IS AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, PERSONALLY APPEARED TO ME DOMINIC SOKOLOSKY, PRESIDENT OF CORNERSTONE CENTER, INC., AN OKLAHOMA CORPORATION, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS THE MAKER OF THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE ASCRIBED THE SAME AS HIS FREE VOLUNTARY ACT AND DEED OF SUCH CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

## CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS ATOR CENTER, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

KEVIN M. NEWLUN  
 OKLAHOMA REGISTERED LAND SURVEYOR #1289  
 BENCHMARK SURVEYING AND LAND SERVICES, INC.,  
 C.A. #2235, EXP 6-30-16



STATE OF OKLAHOMA } SS  
 COUNTY OF }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, PERSONALLY APPEARED KEVIN M. NEWLUN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

## CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE OWASSO CITY COUNCIL ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2016

MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

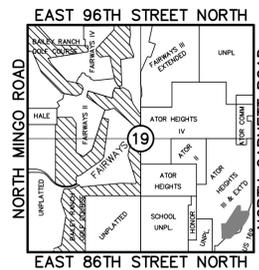
CITY CLERK

Scale: 1"=100'



ACC ACCESS PERMITTED  
 B/L BUILDING SETBACK LINE  
 D/E DRAINAGE EASEMENT  
 LNA LIMITS OF NO ACCESS  
 R/W RIGHT-OF-WAY  
 U/E UTILITY EASEMENT  
 W/E WATERLINE EASEMENT

R 14 E



## Location Map

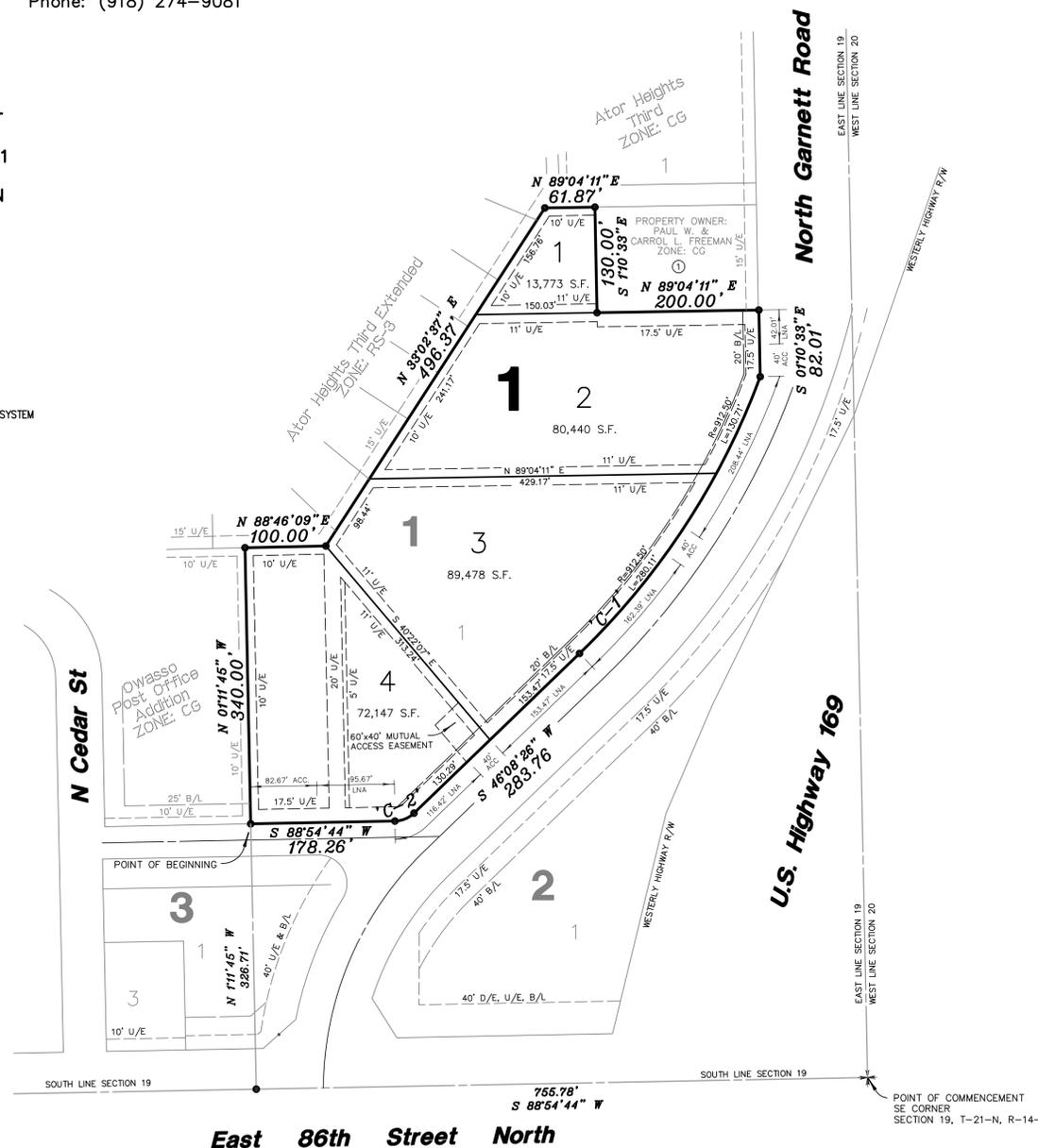
SCALE: 1"=2000'

SUBDIVISION CONTAINS 4 LOTS IN 1 BLOCK

TOTAL AREA: 5.87 ACRES

BEARINGS ARE BASED ON THE OKLAHOMA STATE PLANE BEARING SYSTEM

① ACCESS TO LOT 1 SHALL BE PROVIDED THROUGH THE OUT PARCEL IN THE EVENT LOT 1 IS OWNED BY A PARTY OTHER THAN THE OWNER OF THE OUT PARCEL.



## CURVE TABLE

| CURVE NUMBER | L       | R       | Cb            | Ch      | D         |
|--------------|---------|---------|---------------|---------|-----------|
| C-1          | 410.82' | 912.50' | S 33°14'35" W | 407.35' | 25°47'42" |
| C-2          | 26.13'  | 35.00'  | S 67°31'35" W | 25.53'  | 42°46'18" |

East 86th Street North



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Andrew Neyman, Information Systems Administrator

**SUBJECT:** Phone System Replacement

**DATE:** March 11, 2016

---

**BACKGROUND:**

This project will replace existing phones and phone systems for all city owned locations and will establish phone services for the new city hall building. Many of the existing phone systems are over 10 years old and are utilizing out-dated technology. The new system will implement a consolidated Cisco voice over IP phone system with an enhanced feature set. The new IP phone system will provide features such as: Direct 4-digit dialing across all city locations, voicemail to email, video conferencing, on demand call recording, enhanced mobile telephony for offsite access to phone system features, searchable staff directory, multi-site redundancy for system stability, and scalability for future growth.

**PHONE SYSTEM DETAILS:**

The city currently has 165 physical phones. The current City Hall building has 100 phone numbers with a single AT&T circuit capable of handling up to 23 active calls at a time. All other locations have a total of 67 individual phone lines. The proposed Cisco VOIP system would continue to utilize the 100 phone numbers and active phone circuit at the existing city hall while adding an additional circuit with 100 phone numbers in the new city hall building capable of handling 23 active calls at a time. The existing 67 individual phone lines from all other locations would be eliminated with the new circuit taking over the processing of those phone numbers. Both phone circuits would provide redundancy for each other if one fails.

**PHONE SYSTEM PRICING:**

Current Oklahoma State bid contract pricing for the Cisco VOIP phone system, licensing for 250 phones/users, 165 IP Phones and installation services is \$99,624.57. Staff negotiated an additional discount of almost 23% with Chickasaw Telecom, Inc. Total savings over state bid contract is \$22,634.57 for a final price of \$76,990.00. This phone system upgrade is included in this fiscal year budget.

**RECOMMENDATION:**

Staff recommends approval of the purchase and installation of a phone system from Chickasaw Telecom, Inc. in the amount of \$76,990.00.



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Christopher A. Garrett  
Fire Chief

**SUBJECT:** HVAC Rehabilitation, Fire Station No. 2

**DATE:** March 11, 2016

---

**BACKGROUND:**

Fire Station No. 2 was built in 1973 to house all city administrative offices, including police and fire departments. The facility currently houses operational Firefighters/Paramedics and the Fire Marshal's Office in the top level of the facility, and the Office of Emergency Management (including the city's Emergency Operations Center) in the lower level. The upper level of the building was partially renovated in 2005; however, most of the building systems are original, and require frequent repair.

The Heating Ventilation Air Conditioning (HVAC) system within the entire facility has been repaired when necessary over the past 43 years. The age of the system's components have led to the system's inability to meet the current demand. The loss of functional capacity now requires a substantial overhaul in order for it to function effectively.

**BIDDING:**

On February 2, 2016, bid packages were mailed to 11 local vendors of HVAC systems. The bid package was also advertised on the City Website. Although multiple vendors toured the facility, only one bid submittal was received. Dale and Lee's of Owasso, Oklahoma, submitted a bid in the amount of \$33,587 for the replacement of: one 10-ton air handling unit, one 2 ½-ton air handling unit, three furnaces, and one 3-ton AC unit. Dale and Lee's also proposed to reconfigure, add, and replace ventilation ductwork as necessary.

**FUNDING:**

The FY2016 Fire Operating Budget included \$60,000 for completion of this project.

**RECOMMENDATION:**

Staff recommends award of the bid for the repair and rehabilitation of the HVAC system at Fire Station No. 2, to Dale and Lee's of Owasso, Oklahoma in the amount of \$33,587.



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Christopher A. Garrett  
Fire Chief

**SUBJECT:** Design and Engineering Agreement for Fire Station No. 4

**DATE:** March 11, 2016

---

**BACKGROUND:**

In December, 2015, eight (8) Request for Qualifications (RFQ) submittals for the Fire Station No. 4 Project were received. Over the course of several weeks, the review team conducted a thorough evaluation of the eight submitted RFQ's. Submittals were scored by each team member. The scores for each firm were tallied, resulting in a final ranking of all eight firms. The two highest ranked firms were invited to participate in the interview phase.

Interviews with the two firms were conducted on February 4, 2016, following which each team member submitted their personal recommendation of which architectural and design firm was best suited for this project, and would deliver the best value product for the City of Owasso.

**ARCHITECTURAL AND DESIGN FIRM:**

The architectural and design firm, Williams Spurgeon Kuhl and Freshnock (WSKF) of Kansas City, Missouri was chosen by all six team members. WSKF has done extensive work in the design of fire stations, administrative offices, and fire training centers. The review team believed that WSKF's project approach and design processes (including checks and balances), as well as their team of expert consultants would assure the city a finished product that meets all of its current and future needs. In particular, WSKF is working with Abercrombie Design Consulting of Fort Worth, Texas to bring additional fire station and training center design expertise to this project.

**AGREEMENT SCOPE:**

Staff met with WSKF on February 15, 2016 to discuss the scope of services and contract structure. During this meeting, several topics were discussed, including: philosophy of the city and the fire department as it relates to community presence and partnership; needs and priorities of the three project components—fire station, training center, and administrative facility; project timeline; contract challenges related to an undetermined final project scope; and contract structure to ensure the interests of both parties are protected.

Both parties agreed that a complete project design (master plan) was necessary, regardless of whether or not the construction of the three project components was sequenced or concurrent. Additionally, the uncertainty of the final project scope would prevent either party from setting a predetermined cost for services; therefore, in fairness to both parties, this aspect of the contracting services has to be adaptable to City Council's final decision.

Both parties have agreed to initially contract for services for the development of the project master plan, and then negotiate a separate contract for design and engineering services for construction once the final project scope has been determined and approved by City Council.

The agreed-upon cost for architectural design and engineering services is \$223,970. Included in the initial contract's scope of services for the development of the project Master Plan are:

- Preliminary Grading Plan
- Preliminary Utilities Plan
- Master Site Plan
- Landscape Plan
- Floor Plans
- Exterior Elevations
- Cost Estimate
- 3-D Animation
- SD Design Narrative

As part of the contracted services, WSKF will present the finished Master Plan to City Council at the August 9, 2016 Work Session.

**RECOMMENDATION:**

Staff recommends approval of an agreement with Williams Spurgeon Kuhl and Freshnock Architects, Inc. (WSKF) of Kansas City, Missouri for architectural design and engineering services for the Fire Station No. 4 Master Plan in the amount of \$223,970, and authorization for the City Manager to execute the agreement.

**ATTACHMENT:**

Proposed Design and Engineering Agreement



# AIA<sup>®</sup> Document B202<sup>™</sup> – 2009

## Standard Form of Architect's Services: Programming

for the following PROJECT:

Owasso Fire Department - New Fire Department Facilities

### THE OWNER:

City of Owasso  
111 N. Main  
Owasso, Oklahoma 74055

### THE ARCHITECT:

Williams Spurgeon Kuhl & Freshnock Architects, Inc.  
110 Armour Road  
North Kansas City, Missouri 64116

### THE AGREEMENT

This Standard Form of Agreement represents the agreement between Owner and Architect, dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Sixteen .

### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 PROGRAMMING SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

### ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

The Architect is to develop Space Program, Preliminary Design and Cost Estimate for three new Fire Department Facilities/Components; 1) Four-Bay Fire Station; 2) Fire Department Training Facilities; and 3) Fire Department Administrative Headquarters for the existing 10 acre site.

### ARTICLE 2 PROGRAMMING SERVICES

#### § 2.1 Administration of Programming Services

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

§ 2.1.1 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 The Architect shall confirm the scope and intent of the anticipated Project in consultation with the Owner.

§ 2.1.3 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule, if a Project schedule exists.

§ 2.1.4 Upon request by the Owner, the Architect shall make a presentation to representatives of the Owner to explain the Programming Services to be utilized in developing the Project.

§ 2.1.5 The Architect shall submit programming documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services and in the further development of the Project.

§ 2.1.6 Unless otherwise set forth in the Agreement, any service not identified as a Programming Service in this Article 2 shall be an Additional Service.

## § 2.2 Identification of Programming Participants

Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, in conjunction with the Owner, shall identify the persons to participate in the programming process, including the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders, if any.

## § 2.3 Identification and Prioritization of Owner and User Values, Goals and Objectives

§ 2.3.1 The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.

§ 2.3.2 The Architect shall prepare and provide to the Owner a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.

§ 2.3.3 After the Architect provides the evaluation, the Architect shall meet with the Owner to confirm and finalize the Owner's and user's priorities, values, and goals that will impact the Project.

§ 2.3.4 Following the determination of the Owner's and user's priorities, values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.

§ 2.3.5 The Architect shall confirm the intended use of the program documents and services with the Owner and the intended results of information gathering.

§ 2.3.6 The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

## § 2.4 Information Gathering

§ 2.4.1 The Architect shall compile and review existing Project-related documentation, including the following:

- .1 Available reports on existing facilities, site surveys, construction documents, and other Owner documents, including existing program material, if any
- .2 Relevant government documents such as applicable codes and ordinances

Init.

AIA Document B202™ – 2009. Copyright © 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:30:18 on 03/09/2016 under Order No.5250892125\_1 which expires on 10/25/2016, and is not for resale.

User Notes:

(1282041945)

- .3 Applicable non-governmental building and planning standards
- .4 Relevant historical documents and archival materials

§ 2.4.2 The Architect shall prepare for and conduct interviews of Owner-designated individuals by

- .1 identifying key individuals to be interviewed,
- .2 establishing a work plan and schedule for the interviews,
- .3 determining the types of data that could impact the design of the facility, and
- .4 determining how interviewing will relate to other information-gathering techniques, such as observation and surveys.

§ 2.4.3 The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory of existing spaces, equipment and furnishings,
- .2 identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users, and
- .3 prepare a written description or graphic illustration of the existing space utilization, identifying space requirements and relationships for, furniture, equipment, operating procedures, security requirements and communications.

§ 2.4.4 The Architect shall identify, in consultation with the Owner, facilities and operations of a similar nature to be visited and observed by designated programming participants for purposes of evaluation and comparison.

*(Paragraph deleted)*

§ 2.4.6 The Architect shall conduct group sessions with the Owner's Project team for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility. The Architect shall determine the group session goals and identify participants for the group sessions.

## § 2.5 Data Analysis

§ 2.5.1 Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.

§ 2.5.2 The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.

§ 2.5.3 The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the Owner.

§ 2.5.4 Based on discussions with the Owner, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the Owner prior to preparation of the Architect's initial report.

## § 2.6 Presentation and Initial Report

§ 2.6.1 The Architect shall prepare an initial report of its findings and analysis for the Owner and meet with the Owner to agree on the form of presentation appropriate to the needs of the Owner's organization and the Project.

§ 2.6.2 The Architect shall present its initial report to the programming participants or as otherwise directed by the Owner.

## § 2.7 Development of Final Program of Project Requirements

§ 2.7.1 The Architect shall recommend Project standards or incorporate Owner standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.

§ 2.7.2 The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.

Init.

§ 2.7.3 The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces,
- .2 establishing sizes and relationships,
- .3 establishing space efficiency factors (ratio of net square footage to gross square footage), and
- .4 documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.7.1 to 2.7.3, incorporating written and graphic materials that may include

- .1 an executive summary,
- .2 documentation of the methodology used to develop the program,
- .3 value and goal statements,
- .4 relevant facts upon which the program was based,
- .5 conclusions derived from data analysis,
- .6 relationship diagrams,
- .7 flow diagrams,
- .8 matrices identifying space allocations and relationships,
- .9 space listings by function and size, and
- .10 space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.5 The Architect shall provide a preliminary opinion of the program with respect to the Owner's stated budget objectives.

### ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 In addition to the Programming Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

| Services  | Responsibility<br>(Architect, Owner<br>or<br>Not Provided) | Location of Service Description<br>(Section 3.2 below or an exhibit<br>attached to this document and<br>identified below) |
|---|--|---|
| § 3.1.1 Multiple Site Evaluation  | -  |   |
| § 3.1.2 Site Suitability  | A  | Exhibit 'A'   |
| § 3.1.3 Site Planning   | A  | "   |
| § 3.1.4 Master Planning   | A  | "   |
| § 3.1.5 Preliminary Design  | A  | "   |
| § 3.1.6 Preliminary Cost Estimating   | A  | "   |
| § 3.1.7 Scheduling  | A  | "   |
| § 3.1.8 Market Analysis   | -  |   |
| § 3.1.9 Detailed Existing Facility Evaluation   | -  |   |
| § 3.1.10 Environmental Suitability  | -  |   |
| § 3.1.11 Services in support of the Owner's other consultants (Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services Providers, Lending Institutions or others) | -  |   |

Int.

§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

Refer to Exhibit 'A'

§ 3.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) meetings to determine Owner and user values and goals
- .2 One ( 1 ) interviews for the purpose of gathering data
- .3 One ( 1 ) presentations to programming participants and user groups
- .4 One ( 1 ) special presentations to Boards of Directors, stakeholder groups or other outside entities
- .5 One ( 1 ) facility visits pursuant to Section 2.4.4

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide to the Architect data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

*(Paragraph deleted)*

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services. The personnel shall conduct tours and explain the property's original, current and anticipated future use.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.

#### ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's Programming Services described under Article 2, the Owner shall compensate the Architect as follows:

Refer to Exhibit 'A'

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:

Hourly, only after written authorization by Owner.

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly, only after written authorization by Owner.

§ 5.4 Compensation for Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as otherwise stated below:

Hourly, only after written authorization by Owner.

Int.

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: Programming, if any, are as follows:

None

This Agreement entered into as of the day and year first written above.

**OWNER**

City of Owasso

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

**ARCHITECT**

Williams Spurgeon Kuhl & Freshnock Architects,  
, Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)



RICK KUHL, PRINCIPAL

Init.

User Notes:

(1282041945)

**OWASSO FIRE FACILITIES  
 SCOPE OF WORK + FEE PROPOSAL**

**SPACE PROGRAMMING, SITE DESIGN & SCHEMATIC DESIGN**

The Fire Department envisions developing the design for all three components (fire station, fire headquarters and fire training) of the project in sufficient detail to allow for a credible cost estimate and vision of the proposed facilities to present to the City Council for consideration and direction; direction as to the scope of work to proceed to bidding and construction.

WSKF believes that the extent and level of design needed in order to meet this vision is "Preliminary Design"; 1) site plan, 2) floor plans and 3) exterior elevations of all components (including cost estimate for all proposed components). Additionally, a 3-D animation of the proposed design is included to fully describe the design to the City.

Envisioned scope of services by design discipline:

|                        | Architect | Interior Design | Fire Training Architect | Structural Engineering | MEP Engineering | Civil Engineering | Landscape Architect | Comments                                       |
|------------------------|-----------|-----------------|-------------------------|------------------------|-----------------|-------------------|---------------------|--|
| Prelim. Grading Plan   |           |                 |                         |                        |                 | X                 |                     | Storm Water Management/BMP's                   |
| Prelim. Utilities Plan |           |                 |                         |                        |                 | X                 |                     | Water, Sewer, Gas, Elect., Etc.                |
| Master Plan/Site Plan  | X         |                 | X                       |                        |                 | X                 |                     | General Site Development Plans                 |
| Landscape Plan         |           |                 |                         |                        |                 |                   | X                   | Landscape Concept Plan                         |
| Floor Plans            | X         | X               | X                       |                        |                 |                   |                     | All Components (Station/HDQTRS./Training)      |
| Exterior Elevations    | X         |                 | X                       |                        |                 |                   |                     | Four-side Design including Roof                |
| Cost Estimate          | X         | X               | X                       | X                      | X               | X                 | X                   | SD Estimate; to include contingency            |
| 3-D Animation          | X         |                 | X                       |                        |                 |                   |                     | Animation of the SD Design                     |
| SD Design Narrative    | X         |                 | X                       |                        |                 |                   |                     | Description of Project & Rationale             |
| Council Presentation   | X         |                 | X                       |                        |                 |                   |                     | Preparation & Participation in SD Presentation |
| <b>Total</b>           |           |                 |                         |                        |                 |                   |                     | <b>\$ 223,970 (includes expenses)</b>          |

**Drawings & Other "Deliverables" to be provided:**

- Space Program** - List of all needed spaces include square footage and room dimensions w/comments on special requirements
- Site Analysis/Design** - Site analysis for best building location, preliminary grading, preliminary storm water management and site utilities.
- Landscape Plan** - Preliminary landscape design for site including listing and pictorial of selected plant materials.
- Master Plan** - Overall development design/plan for ultimately build-out of all components; particularly for Fire Training
- Floor Plans** - Floor plans w/furniture for all components to prove space adequacy.
- Exterior Elevations** - Exterior views of all components to describe the overall design character with suggested material selections.
- Building Cross Sections** - Selected building sections to clarify the general volumes of each component.
- Preliminary Cost Estimate** - Cost estimate for each component as well as site development costs.
- Design Animation** - 3-Dimensional computer animation of the proposed development for design clarity of all components.
- Design Narrative** - Written description of all components to be included and description of facilities envisioned.

## Standard Hourly Billing Rates – 2015

### Principal

- Sr. Principal           \$140.00/hr.
- Principal               \$110.00/hr.

### Architects

- Architect IV           \$100.00/hr.
- Architect III           \$ 85.00/hr.
- Architect II           \$ 75.00/hr.
- Architect I            \$ 65.00/hr.
- Intern Architect       \$ 55.00/hr.

### Interior Designers

- Interior Designer IV   \$ 75.00/hr.
- Interior Designer III   \$ 65.00/hr.
- Interior Designer II   \$ 55.00/hr.
- Interior Designer I    \$ 50.00/hr.

### Support

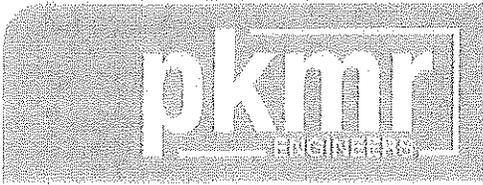
- Clerical/Support III   \$ 75.00/hr.
- Clerical/Support II    \$ 65.00/hr.
- Clerical/Support I     \$ 55.00/hr.

**Wallace Engineering  
Structural Consultants, Inc.**  
200 East Mathew Brady Street  
Tulsa, Oklahoma 74103  
918.584.5858, 800.364.5656  
www.wallace.com

March 7, 2016

**Hourly Rates for Services:**

|                        |          |
|------------------------|----------|
| Principal              | \$170.00 |
| Associate              | \$150.00 |
| Registered Engineer II | \$135.00 |
| Registered Engineer I  | \$120.00 |
| Technical Designer II  | \$120.00 |
| Technical Designer I   | \$110.00 |
| Intern Engineer        | \$110.00 |
| CADD Technician III    | \$105.00 |
| CADD Technician II     | \$ 95.00 |
| CADD Technician I      | \$ 85.00 |
| Administrative         | \$ 70.00 |
| Land Planner           | \$120.00 |



## HOURLY RATES 2015

The following hourly rate schedule shall be used for all hourly rate billings for 2015 projects.

Senior Principal \$160 / Hr

Principal \$150 / Hr

Project Manager \$135 / Hr

Senior Engineer \$125 / Hr

Engineer \$115 / Hr

Designer \$105 / Hr

CAD Technician \$80 / Hr

Administrative \$65 / Hr

PKMRENG.COM

PEARSON KENT MCKINLEY RAUF ENGINEERS  
13300 WEST 98TH STREET, LENEXA, KS 66215

11/17/2014 11:11:11 AM

howell&vancuren

Hourly Rates – February 26, 2016

|                                       |       |
|---------------------------------------|-------|
| Principal                             | \$140 |
| Partner / Associate / Project Manager | \$125 |
| Landscape Architect                   | \$108 |
| Landscape Architect Intern            | \$87  |
| Technical Staff III                   | \$78  |
| Technical Staff II                    | \$72  |
| Technical Staff I                     | \$65  |
| Clerical                              | \$58  |

## Hourly Personnel Charges for Abercrombie Planning+Design and Associates

|                            |          |            |
|----------------------------|----------|------------|
| Principals                 | \$195.00 |            |
| Architectural Associate    | \$150.00 |            |
| Research Associate         | \$150.00 |            |
| CAD Technicians            | \$75.00  |            |
| Cost Estimator             | \$140.00 |            |
| Quality Control/Value Eng. | \$100.00 | - \$150.00 |
| IT/Modeling                | \$125.00 |            |
| Professional Support Staff | \$55.00  | - \$105.00 |

At its sole discretion, Abercrombie Planning + Design reserves the right to make inflationary adjustments to the above rates as deemed appropriate. Personnel will be assigned to projects based on our judgment related to an individual's qualifications or other workload commitments.



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** H. Dwayne Henderson, P.E.  
City Engineer

**SUBJECT:** North Garnett between East 106<sup>th</sup> Street North to East 116<sup>th</sup> Street North  
Roadway Improvements - Agreement for Engineering Services

**DATE:** March 11, 2016

---

**BACKGROUND:**

Garnett Road from East 106<sup>th</sup> Street North to East 116<sup>th</sup> Street North is currently the heaviest traveled two-lane roadway segment in Owasso. The road, once on the highway system, accommodates heavy residential traffic, commercial uses, and hospital traffic. For these reasons, the Owasso Capital Improvements Committee listed the widening of Garnett from 106<sup>th</sup> Street North to 116<sup>th</sup> Street North as a priority among potential capital improvements projects.

Traffic in the area has increased significantly due to the commuter traffic from Country Estates, Brookfield Crossing, Maple Glen (Phases I-IV), Remington Park, Crescent Ridge and Hale Acres subdivisions, residential growth of Chelsea Park and Lake Valley's six additions. New county residential subdivisions, hospital traffic to Bailey Medical Center and the traffic to the commercial entrance of Owasso at East 96<sup>th</sup> Street North and Garnett.

The latest traffic counts for the mile section are 8,500 vehicles per day traveling north/south at the north end and 13,500 at the south end. In previous years, the south end traffic counts were in the 10,000-12,000 vehicles per day range but that total has increased with additional building in Maple Glen subdivision.

The first step in the process is to hire an engineer to perform the design duties. The engineers will design a four-lane intersection with center turn lanes and landscaped medians. Bike lanes and sidewalk access will be added as part of the "Complete Streets Policy" adopted by the City of Owasso. Utility relocation will also be a key component to the project for the engineers, as well as assistance during right-of-way acquisition, bidding and construction.

**ENGINEER SELECTION PROCESS:**

On January 18, 2016, staff notified eight (8) engineering firms that had shown interest in working with the City of Owasso on transportation projects. These firms had previously worked on similar types of projects as this one. Therefore staff issued them an invitation to submit Letters of Interest (LOI).

The four (4) firms submitting LOIs were as follows:

McClelland Consulting Engineering, Inc., Tulsa, Oklahoma  
Tetra-Tech, Tulsa, Oklahoma  
Shafer, Kline & Warren, Inc., Tulsa, Oklahoma  
Professional Eng. Consultants, Tulsa, Oklahoma

Owasso Public Works staff reviewed the submitted LOIs and selected McClelland Consulting Engineers, Inc., Tulsa, Oklahoma as the most highly qualified and responsive firm.

**ENGINEERING AGREEMENT/SCOPE OF WORK:**

Following is the scope of work for this project:

- Topographical and Property Surveying;
- Conceptual Plan and Design Report, including estimate;
- 30%, 60%, 90% and Final Design plans
- Utility Relocation Coordination
- Assistance during Bidding
- Construction Administration Services (Inspection by the City of Owasso, this item is to be available for questions on intent and the review and approval of submittals during construction)
- As-built Plan Preparation

On February 4, 2016, City staff and McClelland Consulting Engineers, Inc., came to an agreement relating to the engineering service fee. If approved, cost of engineering services will be a lump sum amount of \$360,000 or 6.8% of the estimated construction cost.

**FUNDING:**

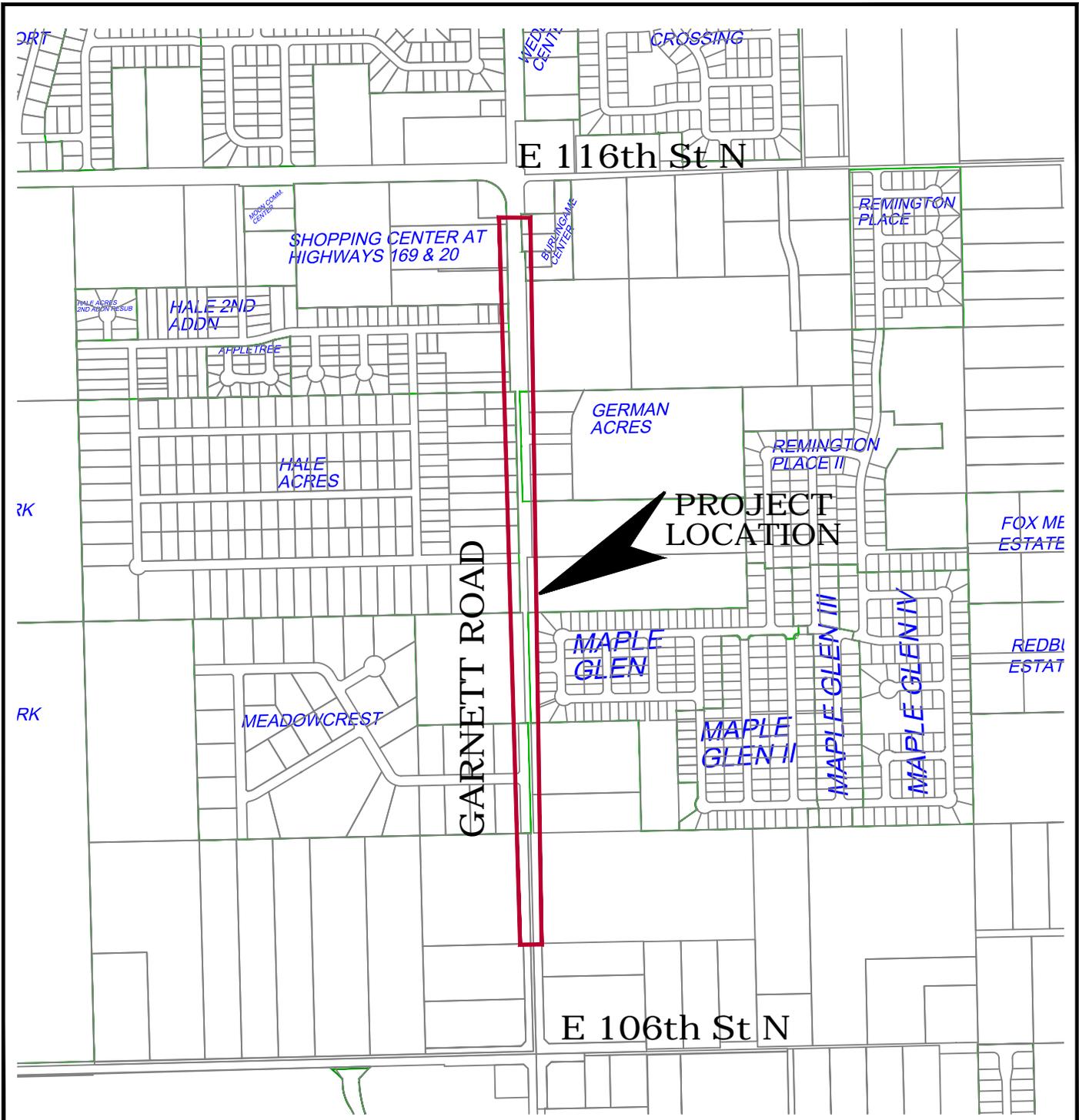
Funding for the engineering services is included in the Capital Improvement Fund Budget.

**RECOMMENDATION:**

Staff recommends approval of an Agreement for Engineering Services for the North Garnett, between East 106th Street North to East 116th Street North Roadway Improvements with McClelland Consulting Engineers, Inc., in the amount of \$360,000 and authorization for the Mayor to execute the agreement.

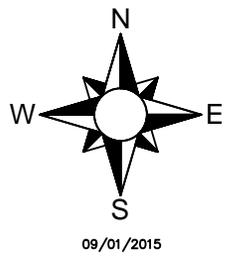
**ATTACHMENTS:**

Location Map  
Engineering Agreement/Exhibits



CITY OF OWASSO  
 P.O. 180  
 Owasso, OK 74055  
 918.272.4959  
 www.cityofowasso.com

**GARNETT ROAD  
 IMPROVEMENTS  
 FROM E 106th STREET N  
 to E 116th STREET N  
 LOCATION MAP**



**AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK**

Garnett Road: 106<sup>th</sup> Street North to 116<sup>th</sup> Street North  
Roadway Widening and Reconstruction Project

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Owasso, Oklahoma, a Municipal Corporation, of Oklahoma, hereinafter referred to as CITY, and McClelland Consulting Engineers, Inc., hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to construct the North Garnett Road, East 106<sup>th</sup> Street North to East 116<sup>th</sup> Street North Widening and Reconstruction Project, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through Owasso Capital Improvement funds;

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

1. SCOPE OF PROJECT. The scope of the PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment E, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such

engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- 7.5. ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.
- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.
- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

- 10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.
- 10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

12. INSURANCE.

- 12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:
- 12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- 12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
- 12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 12.1.4. Errors and Omissions Insurance to remain in effect during the PROJECT and the term of any legal liability. Errors and Omissions



due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, and E and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of Owasso, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and City of Owasso presentations.
22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated David R. Cross as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

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

ENGINEER

  
\_\_\_\_\_

By: OFFICER

Date: 3-7-16

APPROVED:

CITY OF OWASSO, OKLAHOMA

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

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_

APPROVED AS TO FORM:

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

**AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK**

Garnett Road: 106<sup>th</sup> Street North to 116<sup>th</sup> Street North  
Roadway Widening and Reconstruction Project

Scope of Project  
Attachment A

**SCOPE OF PROJECT.** The PROJECT shall consist of the design and preparation of construction documents for four-lane divided boulevard improvements, including left-turn lanes, bike lanes, sidewalks, and landscaped medians, for the reconstruction of N. Garnett Road beginning at the north end of the concrete 5-lane curb section approximately 450 feet north of the intersection of E. 106<sup>th</sup> Street North and extending north to approximately 250 feet south of E. 116<sup>th</sup> Street North in northwest Owasso, Oklahoma.

The ENGINEER will perform all engineering and drafting services required to prepare complete detailed roadway and roadway related construction plans, specifications, and bidding documents for the widening and reconstruction of the project. Included in the roadway design are grading, drainage, surfacing, signing and striping, landscaping, lighting, and traffic control during construction. The roadway will be open to local traffic during construction. The project includes design of a new 12-inch PVC water line for the length of the project to replace the existing 10" AC water line. Sanitary sewer crossings will be analyzed to determine if they need to be replaced or relocated and if needed design of the sanitary sewer crossings will be included in the project. All water, sanitary sewer, and storm sewer design plans will be incorporated into the roadway design plans so that the construction can be completed in conjunction with the roadway construction.

All design will be in English units in accordance with the current 'Oklahoma Department of Transportation (ODOT) Design Manual', 'AASHTO Policy on Geometric Design of Highways and Streets', the 'Manual on Uniform Traffic Control Devices (MUTCD)', and City of Owasso Standards.

The construction documents will be prepared utilizing the CITY of Owasso and Oklahoma Department of Transportation standard drawings, details, and specifications.

The PROJECT will be funded by the CITY of Owasso. The CITY of Owasso will advertise, bid, and administer the PROJECT'S construction.

**AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK**

Garnett Road: 106<sup>th</sup> Street North to 116<sup>th</sup> Street North  
Roadway Widening and Reconstruction Project

Scope of Services  
Attachment B

The services to be performed by the ENGINEER under this AGREEMENT will consist of providing civil engineering services for the SCOPE OF PROJECT presented in Attachment A, as directed by the City by a notice to proceed or in a work order.

Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder for each assignment are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. It is further understood that all reviews and conceptual designs will be prepared in accordance with the City of Owasso design criteria and specifications for construction.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, the following tasks:

B.1.a) CONCEPTUAL DESIGN REPORT (30%)

B.1.a) 1. Attend Initiation meeting with City staff.

B.1.a) 2. Perform all field surveys required for design of the PROJECT as well as all section surveys required for establishing control. Control points will be established for use during construction. Protected vertical and horizontal control points will be established at an interval of approximately 500 feet, and permanent benchmarks shall be established within 200 feet of each end of the project. Existing control points will be utilized where possible. The survey will include:

- Identification of property lines and ownerships
- Topographic & Utility locations.
- Contours of 1.0-foot interval unless otherwise specified
- Finish Floor elevations of adjacent buildings at entrances
- Provide survey in .dwg format to CITY

B.1.a) 3. Conduct geotechnical investigation and submit a geotechnical report including pavement design.

B.1.a) 4. Prepare conceptual drainage design of the PROJECT.

## Attachment B (con't)

- B.1.a) 5. Prepare preliminary hydraulic studies and preliminary Hydraulic Report for the proposed reinforced concrete box at Unnamed Creek approximately 200 feet south of 109<sup>th</sup> Street North. The hydraulic studies include updates to the existing hydraulic model and analysis of a maximum of three (3) alternatives.
- B.1.a) 6. Prepare conceptual design drawings, opinions of probable construction costs, and Conceptual Design Report. The report will include a cost comparison for concrete and asphalt alternatives.

### B.1.b) PRELIMINARY DESIGN PHASE (60%)

- B.1.b) 1. Finalize Conceptual Design Report by addressing City's comments.
- B.1.b) 2. Prepare Preliminary Design (60%) of the proposed PROJECT.
- B.1.b) 3. Coordinate preparation of Right-of-Way and easement legal descriptions/exhibits and staking of right-of-way and easement corners in field. Includes up to twenty six (26) property reports for surface rights (does not include mortgages and liens) and fifty two (52) descriptions/exhibits for parcels or temporary easements required for the PROJECT. Right-of-Way acquisition is not included in this contract.
- B.1.b) 4. Finalize hydraulic studies and Hydraulic Report for the proposed reinforced concrete box at Unnamed Creek approximately 200 feet south of 109<sup>th</sup> Street North. Prepare and submit a nationwide 404 permit application for the proposed reinforced concrete box.
- B.1.b) 5. Prepare construction drawings for the proposed improvements including plans, profiles, cross-sections, and details in AutoCAD format.
- B.1.b) 6. Prepare preliminary construction cost estimates from conceptual opinions of probable construction costs.
- B.1.b) 7. Prepare and deliver 60% Preliminary Design Submittal to City for review and comment in 11-inch by 17-inch hardcopy format.
- B.1.b) 8. Provide a 60% plan set to each utility located within the limits of the PROJECT and initiate utility relocation coordination.

## Attachment B (con't)

- B.1.b) 9. Prepare exhibits for and participate in the Design Public Hearing. Prepare a Public Hearing Report listing questions raised and providing responses to each.

### B.1.c) FINAL CONSTRUCTION DOCUMENTS (90/100%)

- B.1.c) 1. Prepare Final Design (90%) and construction documents for the proposed roadway, drainage, City waterline, landscape, and lighting
- B.1.c) 2. Prepare special provisions to modify CITY standard construction specifications if required.
- B.1.c) 3. Update construction cost estimates to reflect final construction documents.
- B.1.c) 4. Finalize Construction Documents based upon City 90% review comments. Submit final documents to City for approval. Coordinate with City to obtain their approval of PROJECT as required.
- B.1.c) 5. Provide a 90% plan set to each utility located within the limits of the PROJECT. Coordinate utility meetings with all utilities impacted by the PROJECT and written verification of no impact from utilities located within the PROJECT but not impacted by the PROJECT.

### B.1.d) LIMITED BIDDING ASSISTANCE SERVICES

- B.1.d) 1. Answer Contractor questions forwarded during bidding period and attend Pre-Bid Conference. Prepare Bid Tabs and Letter of Award Recommendation.

### B.1.e) LIMITED CONSTRUCTION PHASE SERVICES

- B.1.e) 1. Attend Pre-Work Conference, answer RFIs, prepare change order items, review and approve contractor submittals and visit site when requested by City of Owasso. Attend substantial completion meeting and prepare Record Drawings.

**AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK**  
Garnett Road: 106<sup>th</sup> Street North to 116<sup>th</sup> Street North  
Roadway Widening and Reconstruction Project  
**Responsibilities of the City**  
**Attachment C**

**RESPONSIBILITIES OF THE CITY.** The CITY agrees:

- C.1** **Reports, Records, etc:** To furnish, as required by the work, and not at the expense of the ENGINEER:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT
  - C.1.2 Standard construction drawings and standard specifications
  - C.1.3 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2** **Access:** Provide access to public and private property when required in performance of ENGINEER's services.
- C.3** **Staff Assistance:** Designate the City Engineer (or another individual designated in writing) to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including excavations to determine depth.
  - C.3.2 Furnish legal assistance as required in the preparation of bidding, construction and other supporting documents.
- C.4** **Review:** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK**

Garnett Road: 106<sup>th</sup> Street North to 116<sup>th</sup> Street North  
Roadway Widening and Reconstruction Project

**Compensation  
Attachment D**

**COMPENSATION.** The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon percent complete at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 **Total Compensation:** For the work under this project the total maximum billing including direct costs and subconsultant services shall be Three Hundred Sixty Thousand Dollars (\$360,000.00) which amount shall not be exceeded without further written authorization by CITY.

D.2 The method for determining compensation will be lump sum as negotiated and defined below:

D.2.1 "Lump Sum" will be the total compensation paid to the Consultant for services rendered. The Lump sum will include all cost to the Consultant including labor, overhead, material, travel, Sub-Consultant administrative fees on professional services sub-contracted to others, and other direct costs in the conduct of the work.

D.4 **Additional Services:** Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in Attachment D.

D.5 **Terminated Services:** If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.

D.6 **Conditions of Payment**

D.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.

D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.

D.6.3 If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK**  
Garnett Road: 106<sup>th</sup> Street North to 116<sup>th</sup> Street North  
Roadway Widening and Reconstruction Project  
**Schedule**  
**Attachment E**

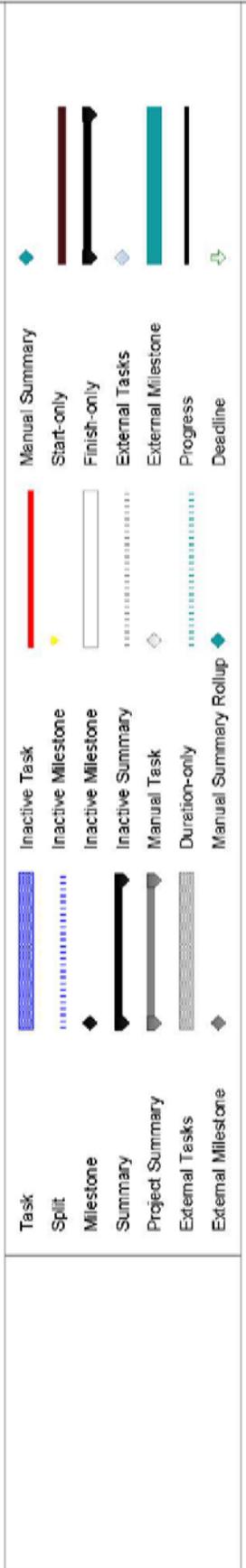
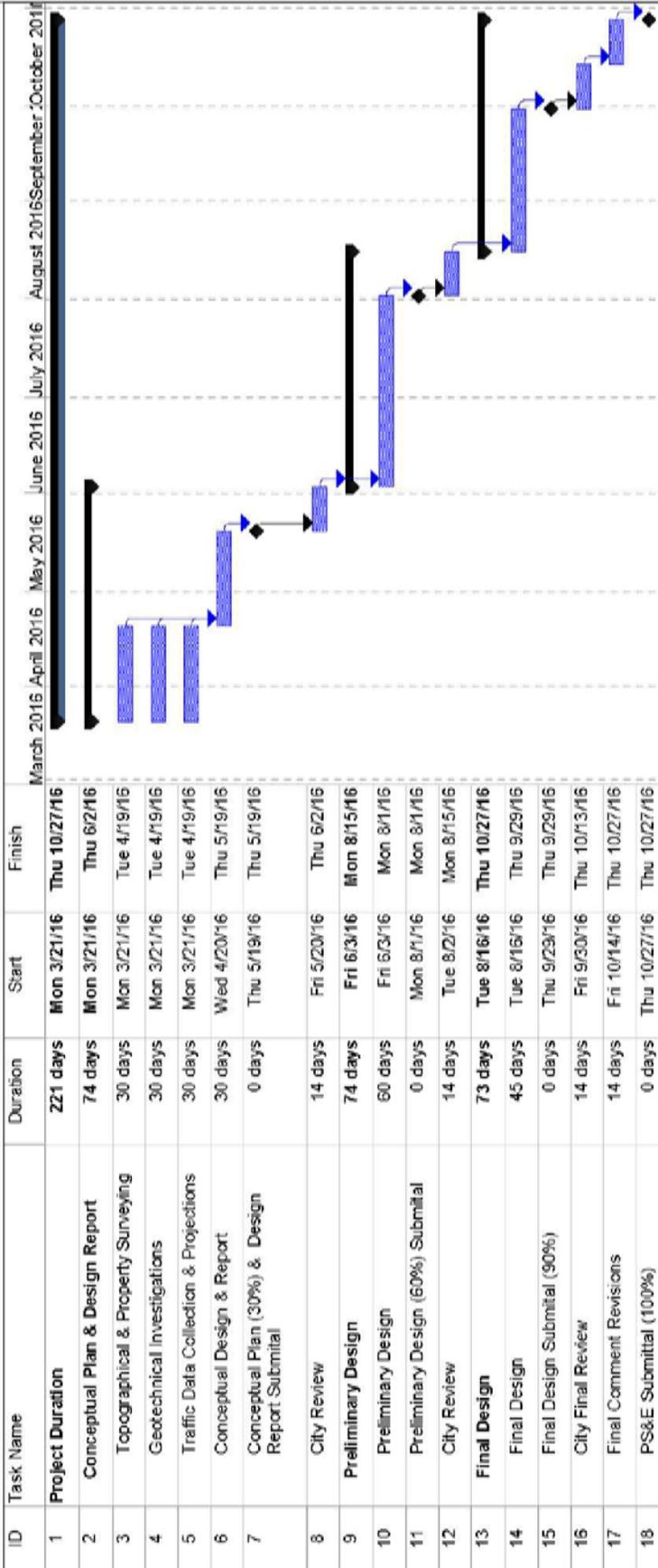
**E.** **SCHEDULE.** The schedule for general engineering services for the PROJECT is provided as follows:

- E.1. Notice to Proceed: March 21<sup>st</sup>, 2016
- E.2. Substantial Completion: October 26<sup>th</sup>, 2016

Attachment E (con't)

North Garnett Road Widening Project 106th Street North to 116th Street North

City of Owasso  
Proposed Schedule



**CITY OF OWASSO  
ENGINEERING CONTRACT COST ESTIMATE  
Garnett Road from 106th Street North to 116th Street North**

|                     |                             |                      |                                  |
|---------------------|-----------------------------|----------------------|----------------------------------|
| Geotechnical        | (MCE)                       | \$ 9,800.00          | Lump Sum                         |
| Roadway & Drainage: | (MCE)                       | \$ 208,400.00        | Lump Sum                         |
| Water & Sanitary:   | (MCE)                       | \$ 99,800.00         | Lump Sum                         |
| Surveying:          | (MCE)                       | \$ 44,000.00         | Lump Sum                         |
| Property Reports:   | (Tulsa Abstract<br>& Title) | \$ 7,800.00          | 26 Reports @<br>\$300 Per Report |
| <b>Total:</b>       |                             | <b>\$ 360,000.00</b> |                                  |



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** H. Dwayne Henderson, P.E.  
City Engineer

**SUBJECT:** East 76<sup>th</sup> Street North Roadway Improvements Project  
Finance Agreement with ODOT

**DATE:** March 11, 2016

---

**BACKGROUND:**

In May 2013, the City of Owasso approved an engineering agreement with Poe & Associates, Inc., and the Oklahoma Department of Transportation for the engineering survey, design and NEPA clearance for 76<sup>th</sup> Street North from US Hwy 169 frontage road to North 129<sup>th</sup> East Avenue. Since then, the engineering design is at 75% completion and the NEPA is awaiting final approval. After Federal approval of the NEPA document, right-of-way acquisition will commence, followed by utility relocation and roadway construction. ODOT sent City of Owasso a final financial agreement for the work to be performed. The agreement and subsequent invoice for the right-of-way portion of the project is prepared for Council approval.

**FINANCE AGREEMENT:**

ODOT has prepared a Project Maintenance, Financing and Right-of-Way Agreement identifying responsibilities of City of Owasso on this project. Costs of right-of-way acquisition, utility relocation and roadway construction are highlighted in the agreement. ODOT is responsible for 80% of eligible costs and the City of Owasso is responsible for 20% of the eligible costs. Non-eligible project costs will be the responsibility of the City of Owasso. None have been determined at this time.

The costs are based on estimates provided by our consultants and utility companies. City of Owasso will provide the remaining 20%. The current cost breakdown, based on the most recent estimates, is as follows:

|              | <u>TOTAL</u>       | <u>ODOT (80%)</u>  | <u>City of Owasso (20%)</u> |
|--------------|--------------------|--------------------|-----------------------------|
| Construction | \$4,750,000        | \$3,800,000        | \$950,000                   |
| Right-of-Way | \$1,600,000        | \$1,280,000        | \$320,000                   |
| Utilities    | \$1,600,000        | \$1,280,000        | \$320,000                   |
| <b>Total</b> | <b>\$7,950,000</b> | <b>\$6,360,000</b> | <b>\$1,590,000</b>          |

**ODOT INVOICE:**

Per the agreement, the City of Owasso is responsible for 20% of the eligible costs. Funds for right-of-way acquisition are to be deposited with ODOT upon execution of the Agreement. ODOT has issued an invoice for \$320,000 for the local match requirement to pay for right-of-way and utility easements. Funds for the remainder of the costs (utility relocation and construction) will come as each previous phase nears completion.

**FUNDING:**

Funding of the City's portion of this project is included in the Capital Improvements Fund.

**RECOMMENDATIONS:**

Staff recommends approval of the Project Maintenance, Financing and Right-of-Way Agreement between the City of Owasso and the Oklahoma Department of Transportation for the 76th Street North Improvements Project and authorization of the Mayor to execute the agreement.

Staff recommends authorization for payment to ODOT in the amount of \$320,000 for the local match requirement of 20% to pay for right-of-way and utility easements.

**ATTACHMENTS:**

Location Map  
Project Maintenance, Financing and Right-of-Way Agreement  
ODOT Invoice



**PROPOSED ROADWAY IMPROVEMENTS**

4/11/2013

**CITY OF OWASSO**



PROJECT LIMITS



North

111 N. Main Street  
 P.O. Box 180  
 Owasso, OK 74055

918.376.1500

THIS MAP IS FOR INFORMATION PURPOSE ONLY AND IS NOT INTENDED TO REPRESENT AN ACCURATE AND TRUE SCALE. USE OF THIS MAP IS WITHOUT WARRANTY OR REPRESENTATION BY CITY OF OWASSO OF ITS ACCURACY.

**PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT  
BETWEEN  
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF OWASSO**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department,” and the City of OWASSO, hereinafter referred to as the “City,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to wit:

**W I T N E S S E T H**

**WHEREAS**, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

**WHEREAS**, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**WHEREAS**, the City has been identified as the beneficiary and sub-recipient of such federally funded project; and,

**WHEREAS**, receipt of the benefits of this project will require that the City assume certain financial responsibilities; and,

**WHEREAS**, the City is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and,

**WHEREAS**, the laws and constitution of the State of Oklahoma impose financial restrictions on the City and its ability to ensure financial obligations; and,

**WHEREAS**, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the City, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

**WHEREAS**, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City funds in the future will be limited to appropriations and available revenues in the then current City fiscal year.

**NOW THEREFORE**, subject to the limitations hereinbefore described, the Department and the City do agree as follows:

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and described as follows:

**OWASSO: 76<sup>th</sup> Street North – From US169 to N. 129<sup>th</sup> Avenue**

| JP No.    | Project No.     | Work Type                           | Description  |
|-----------|-----------------|-------------------------------------|--|
| 29326(04) | J2-9326(004)IG  | GRADE,<br>DRAIN, BRIDGE,<br>SURFACE | OWASSO: 76TH STREET NORTH - FROM US169 TO N 129TH E AVENUE(CONSTRUCTION)   |
| 29326(06) | STP-272B(131)IG | RIGHT OF WAY                        | OWASSO: 76TH STREET NORTH - FROM US169 TO N 129TH E AVENUE(RW FOR 2932604) |
| 29326(07) | J2-9326(007)IG  | UTILITIES                           | OWASSO: 76TH STREET NORTH - FROM US169 TO N 129TH E AVENUE(UT FOR 2932604) |

2. The City has prepared, or caused to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The City agrees that the furnished plans are, at a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specifications for Highway Construction.
4.
  - A. The City shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT's FHWA's Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the City shall, at its sole expense, maintain the project after construction.
  - B. The City shall keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
  - C. The City shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
    1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
    2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
    3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the City if the project is located on the State Highway System.
  - D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation

Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The City agrees to the location of the subject project and acknowledges receipt of and adopts the plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that it has fully and completely examined these plans and does hereby warrant to the Department, the City's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
6.
  - A. The City certifies that the project design plans comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City's comprehensive compliance plans.
  - B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
  - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.
  - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.
  - (c) To prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
  - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
  - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
  - (f) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:
  - a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
    - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.
    - 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:

- a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.
  - c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
  - d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
  - e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
  - f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
  - g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
  - h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the City shall maintain all that part of said project within the corporate limits of the City between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
10. The City further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
  - b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
  - c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
  - d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
  - e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.
  - f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
    - 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
  12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
  13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.

14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

15. A) **29326(04) – ELIGIBLE CONSTRUCTION COSTS**

Based on estimated total **construction and assumed 10% contract administration costs** of *Four-Million-Three-Hundred-Forty-Thousand-Dollars (\$4,750,000)*:

- **80%** Federal STP funds allocated to INCOG, currently estimated at *Three-Million-Eight-Hundred-Thousand-Dollars (\$3,800,000)* shall be provided for eligible, federally participating construction and contract administration costs.
- **20%** City funds provided by the City of OWASSO, estimated at *Nine-Hundred-Fifty-Thousand-Dollars (\$950,000)* shall be provided as matching funds for the eligible federally participating construction and contract administration costs. The CITY shall also provide 100% of any non-participating costs, estimated at *Zero Dollars (\$0)*. Total City funds are currently estimated at *Nine-Hundred-Fifty-Thousand-Dollars (\$950,000)*. Estimated CITY funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and upon receipt by the CITY of the DEPARTMENT'S invoice. CITY funds shall be due prior to advertising the project for bid.

B) **29326(06) – ELIGIBLE RIGHT-OF-WAY COSTS**

Based on estimated **Right-of-Way Acquisition costs** of *One-Million-Six-Hundred-Thousand-Dollars (\$1,600,000)*:

- **80%** Federal STP funds allocated to INCOG, currently estimated at *One-Million-Two-Hundred-Eighty-Thousand Dollars (\$1,280,000)* shall be provided for eligible, federally participating Right-of-Way costs.
- **20%** City funds provided by the City of OWASSO, estimated at *Three-Hundred-Twenty-Thousand Dollars (\$320,000)* shall be provided as matching funds for the eligible federally participating Right-of-Way costs. The CITY shall also provide 100% of any non-participating Right-of-Way costs, estimated at *Zero Dollars (\$0)*. Total City funds are currently estimated at *Three-Hundred-Twenty-Thousand Dollars (\$320,000)*. Estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and upon receipt by the CITY of the DEPARTMENT'S invoice.

C) **29326(07) – ELIGIBLE UTILITY RELOCATION COSTS**

Based on estimated Utility Relocation costs of *One-Million-Six-Hundred-Thousand Dollars (\$1,600,000)*:

- **80%** Federal STP funds allocated to INCOG, currently estimated at *One-Million-Two-Hundred-Eighty-Thousand Dollars (\$1,280,000)* shall be provided for eligible, federally participating Utility Relocation costs.
- **20%** City funds provided by the City of OWASSO, estimated at *Three-Hundred-Twenty-Thousand Dollars (\$320,000)* shall be provided as matching funds for the eligible federally participating Utility Relocation costs. The CITY shall also provide 100% of any non-participating Utility Relocation costs, estimated at *Zero Dollars (\$0)*. Total City funds are currently estimated at *Three-Hundred-Twenty-Thousand Dollars (\$320,000)*. Estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and upon receipt by the CITY of the DEPARTMENT's invoice.

16. It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and non-participating costs incurred during construction. The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the City that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the CITY.
18. Upon approval of this Agreement and the plans, specifications and estimates by the Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.

20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.
21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
  - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
  - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
  - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
  - d. The Secretary determines that such termination is in the best interest of the State.

**IN WITNESS WHEREOF**, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the City has executed same pursuant to authority prescribed by law for the City.

The City, on this \_\_\_\_ of \_\_\_\_\_, 20\_\_, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The City of OWASSO,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

Approved as to Form and Legality:

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

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
Director of Capital Programs

APPROVED

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director

# OKLAHOMA DEPARTMENT OF TRANSPORTATION

## *INVOICE*

*Make check PAYABLE and MAIL TO:* Oklahoma Department of Transportation  
 Comptroller Division  
 200 N. E. 21<sup>st</sup> Street  
 Oklahoma City, OK 73105-3204

|            |                  |                             |                  |
|------------|------------------|-----------------------------|------------------|
| <b>To:</b> | CITY OF OWASSO   | <b>Division Invoice No.</b> | 29326(06)-1      |
|            | 301 W. 2nd Ave.  | <b>Division Name:</b>       | Local Government |
|            | OWASSO, OK 74055 | <b>Date:</b>                | 2/22/16          |

| Description – Explanation of Charge               | Quantity | Price Each | Total                |
|---|----------|------------|----------------------|
| <b>Due Date:</b> UPON RECEIPT                     |          |            |                      |
| <b>29326(06)</b>                                  |          |            |                      |
| RIGHT OF WAY                                      |          |            |                      |
| 76th Street North – From US169 to N. 129th Avenue |          |            |                      |
| <b>TOTAL CONTRACT AMOUNT</b>                      |          |            | <b>\$1,600,000</b>   |
| <b>(Less 80% Federal Funds)</b>                   |          |            | <b>(\$1,280,000)</b> |
|   |          |            |                      |
| <b>City Funds Now Due</b>                         |          |            | <b>\$320,000</b>     |
|   |          |            |                      |
|   |          |            |                      |
|   |          |            |                      |
|   |          |            |                      |
| <b>Invoice Total</b>                              |          |            | <b>\$320,000</b>     |

**Accounting Use Only**

Distribution of Copies:  
 Purchaser  
 Remit with Payment  
 Division Project File  
 Division Accounting  
 Division Acctg-Invoice File  
 Comptroller



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Earl Farris  
Project Administrator

**SUBJECT:** FY 2015-2016 Street Rehabilitation Program - Crack Sealing

**DATE:** March 11, 2016

---

**BACKGROUND:**

Annually, City Council approves a budget which allows for the expenditure of funds to repair or to perform maintenance on residential and non-residential roadways. Street rehabilitation sites are evaluated and selected based on a comprehensive assessment of roadway conditions. The selection process is aimed at maximizing the taxpayer's return on investment by increasing roadway lifecycle and minimizing future maintenance costs while enhancing overall roadway driving conditions and public safety.

Based on information gathered from previous years, alternatives have been developed to further maximize taxpayer funds through the use of the state bid contract pricing for crack sealing. Crack sealing is a method by which cracks in the streets are cleaned and filled using a bituminous tar product which seals and extends the life of the road.

Included in the FY 2015-2016 Street Rehabilitation Program, approximately 520,000 LF of crack sealing was approved as part of the priority list. Utilizing State Contract SW816, staff anticipates completing work at \$0.48 per Linear Foot.

**FUNDING:**

Funding for this phase of the FY 2015-2016 Street Rehabilitation Program is included in the Capital Improvements Fund as well as from Street Department (1/2 penny sales tax fund). Total funding available in the FY 2015-2016 Street Rehabilitation Program is \$1,765,975.

**RECOMMENDATION:**

Staff recommends approval of a purchase in the amount \$250,000 for crack sealing for the Street Rehabilitation Program based on Statewide Bid Contract SW816 pricing.

**ATTACHMENTS:**

SW816 State Bid Contract for crack sealing  
Location Map



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing

## Notice of Statewide Contract Award

*Official signed contract documents are on file with DCS-Central Purchasing.*

**Contract Title: Bituminous Pavement / Crack Joint Sealant**

**Statewide Contract #: SW816**

**Contract Issuance Date: 02/26/13**

**Total Number of Vendors: 2** (For details see: *Vendor Information Sheet*)

**Contract Period: 02/26/13 through 02/25/2014**

**Agreement Period: 02/26/13 through 02/25/16**

**Authorized Users: All Authorized Users**

**Contract Priority: Mandatory**

**Type of Contract: Firm, Fixed Price**

**OMES-CP Contact: Lisa Bradley**  
**Title: SW Initiative Contracting**  
**Officer**

**Phone: 1 - 405 - 522 - 4480**

**Fax: 1 - 405 - 522 - 1037**

**Email: [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov)**



State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing

Statewide Contract Addendum

*This addendum is added to and is to be considered part of the subject contract.*

**Contract Issuance Date:** 02-26-2013  
**Statewide Contract #:** SW 816  
**Contract Title:** Bituminous Pavement / Crack Joint Sealant  
**Addendum Date:** 02-08-2016  
**Addendum #:** 5

The final renewal option of this contract has been exercised. Both awarded supplies have agreed to extend the contract for an additional 90 calendar days.

The amended expiration date of this contract shall be 05-25-2016.

Keystone Services, Inc.  
PO Box 218  
Bixby, OK 74008  
Vendor ID# 0000073669 | Contract ID# 0-3951  
918-366-4578 | [keystone@olp.net](mailto:keystone@olp.net)

Paving Maintenance Supply A Division of Craftco, Inc.  
6600 N Industrial Blvd  
Edmond, OK 73034  
Vendor ID# 0000388005 | Contract ID# 0-4059  
405-340-1438 | [mcbride@pmsi-usa.net](mailto:mcbride@pmsi-usa.net) | [Christian.hass@pmsi-usa.net](mailto:Christian.hass@pmsi-usa.net)

If you have any questions, please contact me

Lisa Bradley, CPO  
SW Initiative Contract Officer  
OMES/Central Purchasing Division  
405-522-4480  
[Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov)



**Vendor Name:** Keystone Services, Inc.

**Vendor ID#:** 0000073669

**Vendor Address:** Address: P.O. Box 218

City: Bixby

State: OK

Zip Code: 74008

**Contact Person Name:** John Sherment

**Phone #:** 1 - 918 - 366 - 4578

**Title:** President

**Fax #:** 1 - 918 - 366 - 4771

**Email:** Keystone@olp.net

**Website:**

**Authorized Location:**  Locations list attached as *(attachment title)*

Address:

City:

State:

Zip Code:

**Contract ID #:** 0-3363

**Delivery:** 45 / 50 Days

**Minimum Order:** N/A

**P/Card Accepted:** X  Yes  No

**Other:** All Authorized Users

**Vendor Name:** Paving Maintenance Supply Inc

**Vendor ID#:** 0000298476

**Vendor Address:** Address: 6600 N Industrial Blvd

City: Edmond

State: OK

Zip Code: 73034

**Contact Person Name:** Ken McBride

**Phone #:** 1 - 405 - 340 - 1438

**Title:** Branch Manager

**Fax #:** 1 - 405 - 340 - 1461

**Email:** mcbride@pmsi-usa.net

**Website:** [www.Pmsi-usa.net](http://www.Pmsi-usa.net)

**Authorized Location:**  Locations listing attached as *(attachment title)*

Address:

City:

State:

Zip Code:

**Contract ID #:** 0-3364

**Delivery:** 7/31 Days

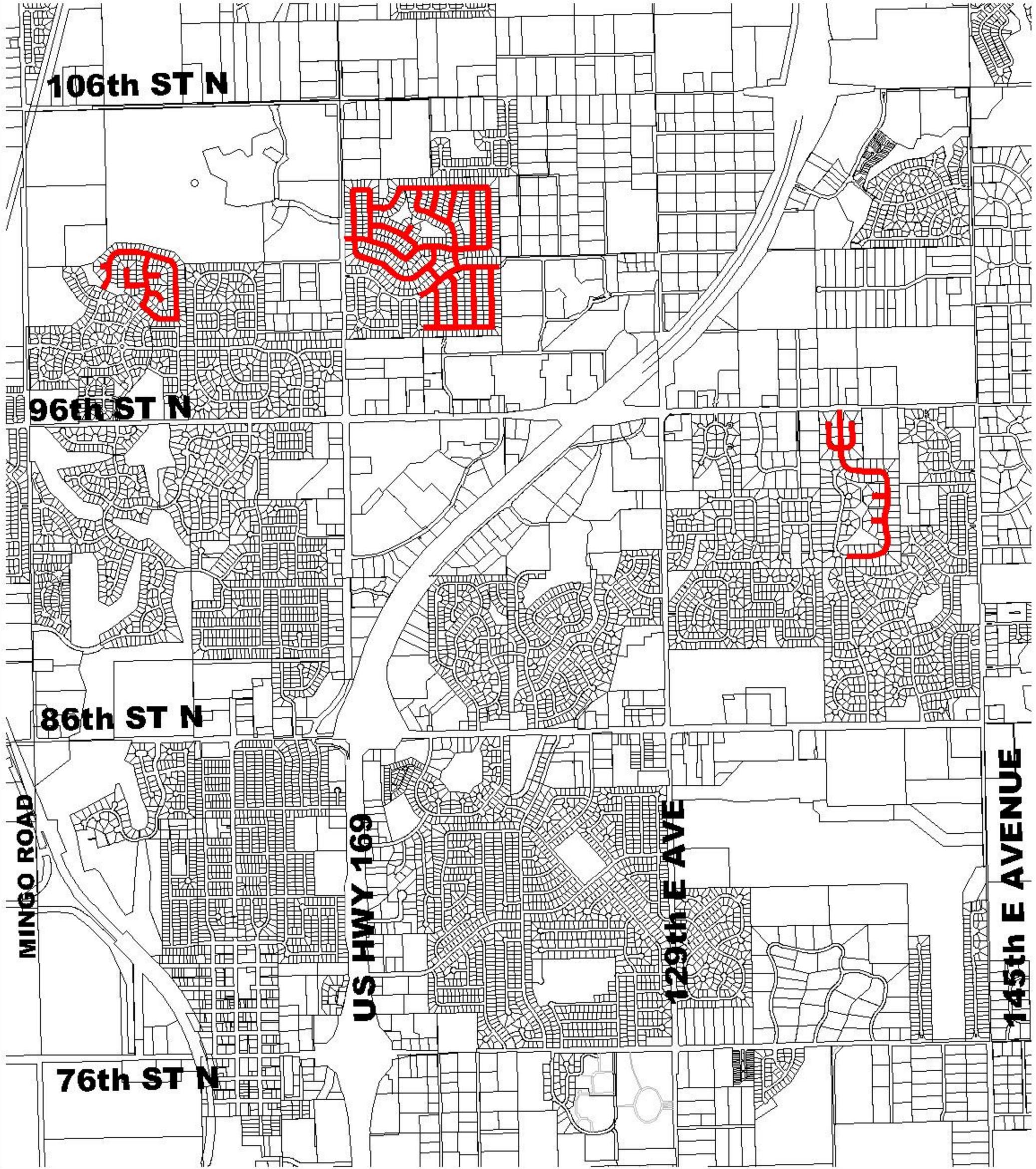
**Minimum Order:** N/A

**P/Card Accepted:** X  Yes  No

**Other:** All Authorized Users







**FY 2015-16 STREET CRACK SEAL PROGRAM  
PROJECT LOCATION MAP**

**CITY OF OWASSO**

 **PROJECT LOCATIONS**



2/20/16

North

111 N. Main Street  
P.O. Box 180  
Owasso, OK 74055

918.376.1500

THIS MAP IS FOR INFORMATION PURPOSE ONLY AND IS NOT INTENDED TO REPRESENT AN ACCURATE AND TRUE SCALE. USE OF THIS MAP IS WITHOUT WARRANTY OR REPRESENTATION BY CITY OF OWASSO OF ITS ACCURACY.



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Travis Blundell  
Utility Superintendent

**SUBJECT:** Amending PART 17, Utilities, Chapter 3, Sewer System

**DATE:** March 11, 2016

---

**BACKGROUND:**

Due to the negative impact fats, oils, and grease (FOG) has on the City of Owasso sewer system, this past year Public Works staff and an environmental consultant began reviewing the Sewer System Ordinance. Review of the Sewer System Ordinance revealed the need to modernize some of the language, remove repetitious or unnecessary provisions, and develop a section specifically focused on a FOG Management Program that will enable staff to effectively monitor the discharge of fats, oils and grease from food service establishments (FSEs).

A draft of the new Sewer System Ordinance was completed in September of 2015. The most significant change within the Ordinance is the development of a FOG Management Program. Since the FOG program specifically focuses on the operations of FSEs there were five (5) public meetings held in November for FSEs to meet with public officials. The purpose of the meetings was to provide a venue for staff to explain the reasons for and the requirements of the FOG program. In addition, to provide FSEs an opportunity to ask questions, provide ideas for the program and express any concerns.

**PROPOSED ORDINANCE:**

The most significant changes from the current Ordinance to the proposed Sewer System Ordinance is Section 17-330 – General Limitations, Prohibitions and Requirements on Fats, Oils and Grease (FOG) discharges and the language to authorize City Council to establish fees by resolution. Section 17-330 authorizes the City of Owasso to establish uniform maintenance and monitoring requirements for limiting the discharge of FOG from FSEs and establishes regulation of FOG transporters operating within the City limits.

The proposed Sewer System Ordinance would do the following but not limited to:

- Authorize the OPWA to establish a FOG Management Program for FSEs and FOG Transporters to operate by.
- Require FSEs to apply for a FOG Wastewater Discharge permit prior to discharging wastewater.
- Require FSEs to submit a permit application within ninety (90) days of adoption of the proposed ordinance.
- Establish Prohibitions that apply to FSEs.
- Require FSEs to implement best management practices (BMPs) as specified in the FOG Management Program.
- Require new and existing FSEs to install a FOG pretreatment system.
- Establish maintenance requirements for FOG pretreatment systems.

- Require FOG Transporters operating within the City of Owasso to obtain a FOG Transporter permit.

**PROPOSED RESOLUTIONS:**

Proposed resolutions of the City Council and the OPWA establishing the rates and fees associated with the proposed Sewer System Ordinance are the Industrial Wastewater Discharge Permit and annual renewal fee, at \$500, the FOG Wastewater Discharge Permit, a \$25 monthly fee and the FOG Transporter Permit annual and renewal fee, at \$150.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 1073 establishing general requirements for the wastewater collection system and establishing the new FOG management program.

Staff recommends City Council approval of Council Resolution 2016-03 establishing fees for the industrial wastewater pretreatment program and FOG management program.

**ATTACHMENTS:**

Ordinance 1073  
Council Resolution 2016-03

**CITY OF OWASSO, OKLAHOMA  
ORDINANCE 1073**

**AN ORDINANCE REPEALING PART SEVENTEEN (17), UTILITIES, CHAPTER THREE (3), SEWER SYSTEM, SECTION 17-301, SEWER SYSTEM, AND ENACTING SECTIONS 17-320 THROUGH 17-335 OF THE CODE OF ORDINANCES OF THE CITY OF OWASSO, OKLAHOMA, ESTABLISHING DEFINITIONS, REGULATIONS, MONITORING AND PENALTIES FOR THE DISCHARGE OF FATS, OILS AND GREASE BY FOOD SERVICE ESTABLISHMENTS INTO THE CITY'S WASTEWATER TREATMENT PLANT, AND FURTHER ESTABLISHING REGULATIONS FOR GREASE HAULERS OPERATING WITHIN THE OWASSO CITY LIMITS.**

**THIS ORDINANCE REPEALS PART 17, CHAPTER 3, SECTION 17-301, AND ENACTS PART 17, CHAPTER 3, SECTIONS 17-320 THROUGH 17-335, OF THE CITY OF OWASSO CODE OF ORDINANCES.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, THAT, TO-WIT:**

**SECTION ONE (1):** Part 17, Utilities, Chapter 3, Sewer System, Section 17-301 of the Code of Ordinances of The City of Owasso, shall be repealed, and Sections 17-320 through 17-335 of the Code of Ordinances of the City of Owasso, Oklahoma, shall be enacted as follows:

**TO BE REPEALED:**

**CHAPTER 3  
SEWER SYSTEM**

**SECTION 17-301 SEWER SYSTEM REGULATIONS ADOPTED, PENALTY**

The city's sewer system regulations, as approved by the Owasso Public Works Authority, and as adopted by Ordinance No. 426, 1/15/91, and all amendments thereto, are hereby adopted and incorporated herein by reference, applicable as if fully set out at length herein, punishable as provided in Section 1-108 of this code.

**TO BE ENACTED:**

**CHAPTER 3  
SEWER SYSTEM**

**SECTION 17-320 SCOPE**

This Chapter shall include all general requirements and restrictions in respect to the connection, use, protection and maintenance of the City of Owasso's wastewater collection system and Publicly Owned Treatment Works.

**SECTION 17-321 DEFINITIONS**

Unless a provision explicitly states otherwise, the following terms, phrases, words and their derivations shall have the meaning given herein:

- A. ACT: The term "Act" or "The Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, Et. Seq.

- B. ANALYTE: The term "Analyte" shall mean a substance whose chemical constituents are being identified and measured.
- C. AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER: The term "Authorized Representative of Industrial User" may be: (1) A principal executive officer of at least the level of vice-president, if the Industrial User is a corporation; (2) A general partner or proprietor if the Industrial User is a partnership or proprietorship, respectively; (3) A duly authorized representative is responsible for the overall operation of the facilities from which the indirect discharge originates.
- D. BEST MANAGEMENT PRACTICES (BMP): The term "Best Management Practices" or "BMPs" shall mean schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the introduction of FOG to the public sanitary sewer.
- E. B.O.D.: The term "B.O.D." shall mean the quantity of oxygen expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degree centigrade. The laboratory determinations of B.O.D. shall be made in accordance with procedures set forth in "Standard Methods."
- F. BUILDING DRAIN: The term "Building Drain" shall mean that of the lowest horizontal piping of sanitary drainage system, which receives the discharge from the sanitary waste, pipes inside the walls of the building and conveys it to the building sanitary sewer.
- G. BUILDING SEWER, HOUSE SEWER, or HOUSE SEWER LINE: The term "Building Sewer," "House Sewer," or "House Sewer Line" shall mean the extension from the building drain to the public sanitary sewer or other place of disposal.
- H. CITY: The term "City" shall mean The City of Owasso, Oklahoma, a municipal corporation, acting through the Owasso Public Works Authority and the City's duly authorized officers or agents.
- I. CITY MANAGER: The term "City Manager" shall mean the City Manager of the City of Owasso or the person succeeding to these duties and functions by whatever name known, or their duly authorized deputy, agent, or representative.
- J. CODE OF FEDERAL REGULATIONS (CFR): The term "Code of Federal Regulations" or "CFR" refers to documents published by The Office of Federal Register, National Archives and Records Service, General Services Administration, Codifying general and permanent rules published in The Federal Register by The Executive Departments and agencies of The Federal Government.
- K. COMPOSITE SAMPLE: The term "Composite Sample" shall mean a sample of wastewater composed of samples collected at equal intervals, not exceeding one hour, throughout the operational day of a user, representative of the discharge of the facility.
- L. DIRECTOR: The term "Director" shall mean the Public Works Director of the City of Owasso or the person succeeding to these duties and functions by whatever name known, or their duly authorized deputy, agent, or representative.
- M. DOMESTIC SEWAGE: The term "Domestic Sewage" shall mean water-carried waste normally discharged into the sanitary sewers of dwellings (including apartments, houses, hotels, office buildings, factories and institutions) that is free from storm surface water and industrial wastewater.
- N. FATS, OILS, AND GREASE ("FOG"): The term "Fats, Oils, And Grease" or "FOG" shall mean any substance such as vegetable or animal products that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions. It is typically a non-petroleum organic polar compound derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules and are detectable and

- measurable using analytical procedures established in the most current version of the United States Code of Federal Regulations 40 CFR 136.3.
- O. FEDERAL CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD: Any regulation containing pollutant discharge limits promulgated by the Environmental Protection Agency in accordance with Section (307 (b) and (c) of the Act (33 U.S.C. 1347) which applies to specific Industrial Users.
  - P. FOG PRETREATMENT SYSTEM: The term "FOG Pretreatment System" refers to properly installed and operated Grease Interceptors, Grease Traps, FOG Recovery Units, and other alternate systems as approved by the City of Owasso.
  - Q. FOG TRANSPORTER: The term "FOG Transporter" shall mean any person carrying on or engaging in vehicular transport of FOG waste as part of, or incidental to, any business for that purpose.
  - R. FOOD SERVICE ESTABLISHMENT (FSE): The term "Food Service Establishment" or "FSE" shall mean any food service establishment and any other commercial facility with the potential to discharge fats, oils and grease above the effluent limit of 100 milligrams per liter such as, but not limited to, restaurants, hotel kitchens, hospital kitchens, school kitchens, bars, factory cafeterias, assisted living facilities and clubs. An establishment is not considered an FSE when engaged only in reheating, hot holding or assembly of ready-to-eat food products and as a result, there is no wastewater discharge containing a significant amount of FOG and does not include any operation that changes the form, flavor, or consistency of food.
  - S. GARBAGE: The term "Garbage" shall mean solid wastes and residue from the preparation, cooking and dispensing of food, and from the handling, storage and sale of food products and produce.
  - T. GRAB SAMPLE: The term "Grab Sample" shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.
  - U. GREASE INTERCEPTOR: The term "Grease Interceptor" shall mean a passive tank installed outside a building and designed to remove fats, oils and grease prior to the wastewater being discharged into the public sanitary sewer system and, as further defined herein.
  - V. GREASE TRAP: The term "Grease Trap" shall mean a device for separating and retaining FOG and solids prior to the wastewater exiting the trap and entering the sanitary sewer collection system. Such traps are typically located under-the-sink units that are located in or near food preparation areas.
  - W. INDUSTRIAL USER: The term "Industrial User" or "Industry" shall mean:
    1. Any user of publically owned treatment works which discharges more than equivalent of 25,000 gallons per day (gpd) of sanitary wastes and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:
      - Division A - Agriculture, Forestry, and Fishing**
      - Division B - Mining**
      - Division D - Manufacturing**
      - Division E - Transportation, Communications, Electric, Gas, and Sanitary Services**
      - Division I Services**

A user in the divisions listed shall be excluded if it is determined by the Director that it will introduce only segregated domestic wastes or wastes from sanitary conveniences.
    2. Any user of publically owned treatment works which discharges wastewater to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gasses in sufficient quantity either singly or by

interaction with other wastes, to contaminate sludge of any municipal systems, or to interfere with any sewage treatment process, or which constitutes a hazard to humans, or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works.

3. Any user for which Federal Categorical Standards apply.
- X. INDUSTRIAL WASTE: The term "Industrial Waste" shall mean all water-carried solids, liquids, and gaseous wastes resulting from any industrial, manufacturing or food processing operation or process, from the development of any natural resource, or any mixture of these with water or domestic sewage as distinct from normal domestic sewage.
  - Y. INTERFERENCE: The inhibition or disruption of The City of Owasso treatment process or operations, which contributes to a violation of any requirement of the City's NPDES Permit. The term includes prevention of sewage sludge use or disposal by The City of Owasso in accordance with Section 405 of the Act, (33 U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to The Solids Waste Disposal Act (SWDA), The Clean Air Act, The Toxic Substance Control Act, or more stringent State of Oklahoma criteria (including those contained in any State of Oklahoma Sludge Management Plan prepared pursuant to Title VI of SWDA) applicable to the method of disposal or use employed by the City.
  - Z. MILLIGRAMS PER LITER (mg/l): The term "Milligrams Per Liter" or "mg/l" shall mean a weight to volume ratio; the milligrams per liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.
  - AA. MONITORING: The term "Monitoring" shall mean the performance of procedures (wastewater flow measurements, wastewater sampling, sample analysis, etc.) necessary to determine Ordinance compliance and/or to verify strength of wastewater flows.
  - BB. NEW SOURCE: The term "New Source" shall mean any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307 (c) (33 U.S.C. 1317) Federal Categorical Pretreatment Standard which will be applicable to such source, if such standard is thereafter promulgated within 120 days after proposal. A new source means any source, the construction of which is commenced after the date of promulgation of the standard.
  - CC. NORMAL DOMESTIC SEWAGE: The term "Normal Domestic Sewage" shall mean sewage of The City of Owasso in which the average concentration of suspended solids and five-day B.O.D. is established at 250 milligrams per liter.
  - DD. OPERATIONAL DAY: The term "Operational Day" shall mean that period of time during a twenty-four hour period during which the facility is operating and consequently discharging wastewater.
  - EE. PERSON, ESTABLISHMENT, OR OWNER: The term "Person," "Establishment," or "Owner" shall mean any individual, firm, company, association, society, corporation, partnership or group, their agents, servants, or employees.
  - FF. pH: The term "pH" shall mean the logarithm (Base 10) of the reciprocal of the hydrogen ion concentration expressed in moles per liter. It shall be determined by one of the procedures outlines in "Standard methods."
  - GG. POTW: The term "POTW" shall mean the publicly owned treatment works of the City of Owasso.
  - HH. PREMISE: The term "Premise" shall be construed to mean any plot or tract of ground, regardless of size or plat under individual ownership and/or individual use and occupancy where the water service is metered independently of any other use.
  - II. PRETREATMENT: The term "Pretreatment" shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants, or the alteration of the nature of pollutants properties in wastewater to a less harmful

state prior to or in lieu of discharging or otherwise introducing such pollutants into the public sanitary sewer system. The reduction or alteration can be obtained by physical, chemical, or biological processes, or process changes or other means, except as prohibited herein.

- JJ. PRETREATMENT COORDINATOR: The term "Pretreatment Coordinator" shall mean the Pretreatment Coordinator of the City of Owasso or the person succeeding to these duties and functions by whatever name known, or their duly authorized deputy, agent, or representative.
- KK. PUBLIC SANITARY SEWERS: The term "Public Sanitary Sewers" shall include the following meanings:
  - 1. All sanitary sewer of whatever size or extent for which The City of Owasso is responsible for the operation, repair and maintenance thereof.
  - 2. Any sanitary sewer, of whatever size or extent, the construction cost of which has been paid for out of public funds in accordance with Title 11, Section 37-201, Statutes of The State of Oklahoma.
- LL. RENDERABLE FOG: The term "Renderable FOG" shall mean uncontaminated fats, oils and grease from the food preparation process that can be used as a source of material that is free of impurities and can be recycled into products such as animal feed and cosmetics.
- MM. SANITARY SEWER: The term "Sanitary Sewer" shall mean sewer which carries sewage and to which stormwaters, surface waters and groundwaters are not intentionally admitted.
- NN. SEWER SERVICE CHARGE: The term "Sewer Service Charge" shall mean the charge made on all users of the sanitary sewer system whose wastes do not exceed in strength the concentrations values established in this Ordinance.
- OO. SEWER SYSTEM: The term "Sewer System" shall mean all facilities for collecting, pumping, treating, and disposing of wastewaters and would include the wastewater treatment facilities.
- PP. SLUG: The term "Slug" shall mean any discharge of water, sewage, or industrial waste other than toxic materials which in concentration of any given constituent or in quantity or flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operations.
- QQ. STANDARD METHODS: The term "Standard Methods" shall mean the examination and analytical procedures set forth in the latest edition at the time of analysis of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Water Works Association, and the Water Pollution Control Federation.
- RR. STORM WATER RUNOFF: The term "Storm Water Runoff" shall mean that portion of the rainfall that is drained into the storm sewers.
- SS. SURCHARGE: The term "Surcharge" shall mean the charge in addition to the sewer service charge which is made on those persons whose wastes are greater in strength than the concentration values established as representative of normal charges.
- TT. SUSPENDED SOLIDS: The term "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods."
- UU. WASTEWATER OR SEWAGE: The terms "Wastewater" or "Sewage" shall mean a combination of the water-carried waste from residences, business establishments, institutions and industrial establishments.
- VV. WASTEWATER DISCHARGE PERMIT: The term "Wastewater Discharge Permit" shall refer to a permit issued by the City subject to the requirements and conditions established by the City authorizing the permittee or discharger to discharge wastewater into the

public sewer system or transport FOG wastewater from an FSE within the City of Owasso. Wastewater Discharge Permits include: FOG Wastewater Discharge Permit, FOG Transporter Permit and/or Industrial Wastewater Discharge Permit.

WW. WASTEWATER PLANT: The term "Wastewater Plant" shall mean any City-owned facility, device, and structure used for receiving and treating wastewater from The City sanitary sewer system.

**SECTION 17-322 PERMIT AND INSPECTION REQUIRED**

- A. No unauthorized person shall construct any building sewer, nor uncover, make any connections with or opening into, use, alter or disturb any public sewer without first obtaining a permit from the City.
- B. Any owner, authorized agent or contractor who desires to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any plumbing system shall first make application to the Plumbing Inspector and obtain the required permit for the work.
- C. The Plumbing Inspector, upon notification from the permit holder or the permit holder's agent, shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or an agent of any violations that must be corrected. The holder of the permit shall be responsible for the scheduling of such inspections.

**SECTION 17-323 ALTERING AFTER INSPECTION**

It shall hereby be declared to be unlawful for any person to alter or change any sewer pipe or remove any material after inspection has been made without obtaining a permit from the City to do so, and then said Plumbing Inspector shall re-inspect all work altered or changed and the same fee shall be charged as provided for the original inspection.

**SECTION 17-324 PROHIBITED CONNECTIONS—RESPONSIBILITY OF PROPERTY OWNERS**

No sources of stormwater, surface water, groundwater, subsurface water, or any other source of infiltration or inflow shall be allowed to be connected directly or indirectly to a public sanitary sewer. The City hereby requires that all property owners utilizing the City sanitary sewer system be responsible for the maintenance of all connections, lines and fixtures in a manner sufficiently watertight so as not to allow or permit leakage out of or seepage into said connections, lines and fixtures from the place of discharge to the place of connection to the public sewage system main. Such connections, lines and fixtures shall be subject to inspection and testing by the City.

**SECTION 17-325 RESPONSIBILITY FOR MAINTENANCE**

It shall be the duty of all persons owning any property upon which there is a building sewer line connecting to the public sanitary sewer system, to keep such sanitary sewer line up to and including the connection to the public sewer line, in a good state of repair that it does not constitute a health nuisance or interfere with the operation and maintenance of the public sanitary sewer system. It shall be the duty of such owner to have the proper repairs made in accordance with the City of Owasso Plumbing Code. The City shall have the right to enter onto private property for the purpose of inspection, maintenance and evaluation of building sewer lines to assure safe and sanitary conditions.

**SECTION 17-326 PLUGGING OF ABANDONED BUILDING SEWERS, HOUSE SEWERS, OR HOUSE SEWER LINE CONNECTIONS TO PUBLIC SANITARY SEWERS.**

- A. Any person or establishment owning any house or other structure connected to any public sanitary sewer shall, before demolition of such house or other structure or before removal of such house or other structure from its site, cause such line connection to any public sanitary sewer to be plugged adequately and properly.
- B. Such plugging as referred to in paragraph (a) of this Section shall be done only by a licensed plumber.
- C. Before any line connection to the public sanitary sewer shall be plugged, the licensed plumber who is to do such plugging shall secure a permit from the City for the plugging of such line connection to the public sanitary sewer.
- D. After the permit referred to in paragraph (c) of this Section is secured and after the plugging has been completed, it shall be the responsibility of the permit holder or the permit holder's agent, to notify the Plumbing Inspector to inspect such sanitary sewer plug to ascertain that the same is proper and adequate.
- E. No permit shall be issued for the removal or demolition of any such structure referred to in paragraph (a) hereof until and after the Plumbing Inspector shall have approved the sewer plug as being proper and adequate.

**SECTION 17-327 RECONSTRUCTION OF PUBLIC SANITARY SEWERS**

No building, structure, wall, or other above ground obstruction including additional fill material shall be placed, erected, installed, or permitted directly over any public sanitary sewer. In the event any of the above obstructions are to occupy the ground immediately above a public sanitary sewer, it shall be necessary to first re-route the public sanitary sewer at the property owner's expense in order to subsequently comply with the above provisions. In the event there is no sufficient grade available in order to perform the re-routing, it shall be necessary for the property owner to present a proposed plan to the City setting forth the necessary construction to safeguard the public sanitary sewer. In any event, either the re-routing of the sanitary sewer or reconstruction as approved by the City shall be carried out through proper contracts and bonds with the City of Owasso.

**SECTION 17-328 ADMISSION OF INDUSTRIAL WASTE INTO THE PUBLIC SANITARY SEWERS**

- A. Approval Required. Review and acceptance by the Director shall be obtained prior to discharge into the public sanitary sewers of wastes or waters having:
  - 1. A five day 20 degree Centigrade biochemical oxygen demand (B.O.D.) greater than 250 mg/l.
  - 2. Suspended Solids containing greater than 250 mg/l.
  - 3. The potential to discharge prohibited discharges.
- B. Pretreatment. Where required, as herein specified to modify or eliminate wastes that are harmful to the structures, process, or operation of the sewage works, or detrimental to the quality of the effluent, sludge, the person shall provide, at their expense, such pretreatment as may be determined by the Director, necessary to render the wastes acceptable for admission to the public sanitary sewers, and comply with the limitations specified herein.
- C. Industrial Waste with excessive B.O.D. or Suspended Solids. Person or owners discharging industrial wastes which exhibit none of the characteristics of wastes prohibited in Section 17-329, other than excessive B.O.D. or Suspended Solids but have a concentration during a twenty-four (24) hour period average of B.O.D. or Suspended Solids content in excess of "normal domestic sewage" shall be required to pretreat the industrial wastes to meet the requirements of "normal domestic

sewage" however, such wastes may be accepted for treatment if all the following requirements are met:

1. The waste will not cause damage to the sanitary sewer collection system;
  2. The waste will not impair the wastewater treatment process;
  3. The discharger of the waste enters into a contractual agreement with The City of Owasso providing for a surcharge over and above the published sewer rates.
- D. Grease, Oil and Sand Interceptors. Grease, Oil, and sand traps or interceptors shall be provided for proper handling of liquid wastes containing grease or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwellings. All interceptors shall be of a type and capacity as defined in the City of Owasso Plumbing Code shall be approved by the City and shall be located to be readily and easily accessible for easy cleaning and inspection. Grease and Oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gas tight and watertight. Where installed, all grease, oil, and sand interceptors shall be maintained by the owner at their expense, in continuously efficient operation at all times. Materials removed from these facilities shall be either utilized by industry or disposed of at designated approved locations.
- E. Control Chambers For Industrial Waste
1. Any person discharging or desiring to discharge industrial waste into the public sanitary sewer system which leads to the City's wastewater treatment plant shall, within one (1) year from the effective date of this Ordinance, provide and maintain in a suitable and accessible position on the premises, or such premises occupied by them, an inspection chamber or manhole near the outlet of each building sewer, drain, pipe, channel or connection which discharges industrial waste into any sanitary sewer or any sewer connected therewith.
  2. Every such manhole or inspection chamber shall be of such design and construction as to prevent infiltration by ground and surface waters or introduction of slugs of solids by the installation of screens with maximum openings of one inch, but of sufficient fineness to prevent the entrance of the objectionable slugs of solids to the sanitary sewer system, and shall be so maintained by the person discharging wastes so that any authorized representative or employee of the City may readily and safely measure the volume and obtain samples of the flow at all times. Plans for construction of control manholes or inspection chambers including such flow measuring devices as may be required by this Ordinance, shall be approved by the Director prior to the beginning of construction.
- F. Submission of Information. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment or processing facilities or flow equalization facilities shall be submitted for approval by the City prior to the start of their construction, if effluent from such facilities is to be discharged into public sanitary sewers. All plans shall be prepared by a Registered Professional Engineer and shall bear his or her signature and seal.

#### **SECTION 17-329      PROHIBITED DISCHARGES**

- A. No person shall discharge, or cause to be discharged, any storm water, ground water, roof runoff, subsurface drainage or any water from down spouts, yard drains, yard fountains, and ponds, septic tanks, or lawn sprays into any sanitary sewer.

Water from swimming pools, boiler drains, blow-off pipes or cooling water from various equipment, may be discharged into the sanitary sewer by an indirect connection whereby such discharge is cooled if required, and flows into the sanitary sewer, at a rate not to exceed the capacity of the sanitary sewer provided the waste does not contain materials or substances in suspension or solution in violation of the limits prescribed by this Chapter; and provided further that said water from an air conditioning or cooling unit shall in no event exceed one-tenth (0.1) gallon per minute per ton capacity of the unit. Dilution of any waste discharge to the sanitary sewer system is prohibited, whether accomplished by the combination of two or more waste streams by a person or addition of other liquids solely for the purpose of diluting the quality of the waste discharge.

- B. No person shall discharge, or cause to be discharged, into any public sanitary sewer any of the following described substances, materials, waters, or wastes:
1. Any liquid or vapor having a temperature higher than 140 Fahrenheit or (60 degrees Centigrade), or which would cause the wastewater treatment plant influent to exceed 104 degrees Fahrenheit, or 40 degrees Centigrade.)
  2. Any water or waste which contains wax, grease, oil, plastic, or other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 140 degrees Fahrenheit.
  3. Flammable or explosive liquid, solids or gas, such as gasoline, kerosene, benzene, naphtha, and other like substances.
  4. Solids or viscous substances in quantities capable of causing obstruction to flow in sanitary sewers, or other interference with the proper operation of the sewage works, such as ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch, manure, hair, and fleshing, entrails, lime slurry, lime residue, slops, chemical residues, plant residues, fiberglass, or bulk solids.
  5. Any noxious or malodorous substance which can form a gas, which either singly or interacting with other wastes, is capable of causing objectionable odors or hazards to life and property, which forms solids in concentrations exceeding limits established herein or creates any other condition deleterious to structures or treatment processes; or requires unusual facilities, attention, or expense to handle such materials.
- C. Except in quantities, or concentrations, or with provisions as stipulated herein, it shall be unlawful for any person, commercial property, corporation, or individual to discharge waters or waste to the public sanitary sewers containing:
1. Free or emulsified oil and grease exceeding on analysis an average of 100 mg/l of either or both or combinations of free or emulsified oil and grease, if, in the opinion of the City, it appears probable that such wastes:
    - a. Can deposit grease or oil in the sanitary sewer lines such manner as to clog the sanitary sewers;
    - b. Can over load the discharge's skimming and grease handling equipment;
    - c. Are not amenable to biological oxidation and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes; or
    - d. Can have deleterious effects on the treatment process due to excessive quantities.
  2. Discharge of wastes through food grinders and/or garbage-disposal-type devices to the public sanitary sewer is prohibited.

3. Acids or alkali, which attack or corrode sanitary sewers or wastewater disposal structures or have a pH value lower than 5.0 or higher than 12.5.
4. Salts of heavy metals, in solution or suspension, in concentrations, toxic to biological wastewater treatment processes, or adversely affect sludge digestion or any other biochemical, biological, or other wastewater treatment process, or to the biota of the receiving stream to which the effluent of the wastewater treatment facility discharges, or exceeding the following, the analytical results to be expressed in terms of the elements indicated:

**TOXIC SUBSTANCE – MG/L**

|          |      |
|----------|------|
| Cadmium  | 0.7  |
| Chromium | 3    |
| Copper   | 3    |
| Lead     | 0.4  |
| Mercury  | .002 |
| Nickel   | 3    |
| Zinc     | 3    |

Or other elements which will damage collection facilities or are detrimental to treatment processes or are detrimental to the biota of the receiving stream to which the effluent of the wastewater treatment facility discharges.

When the volume of a single toxic industrial waste discharge, or the combined toxic industrial waste discharge of a group of industries within a single contributory area, is so large as to raise a question of the ultimate concentration of toxic substances entering a treatment plant or a receiving stream, the City shall impose separate or special concentration limits upon the discharger to insure:

- a. That the concentrations in wastewater of any toxic substances shall not exceed those concentrations in the influent of any wastewater treatment plant toxic to biological wastewater treatment processes, or adversely affect sludge digestion, or "sludge quality," or any biochemical, biological or other wastewater treatment process.
  - b. That in no instance will the combined concentrations of any toxic substances in the effluent of any wastewater treatment plant exceed the discharge stream limitations as published by the state regulatory agency.
5. Cyanide or Cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of two (2) mg/l as CN in the waste from any outlet into the public sanitary sewers.
  6. Radioactive materials exceeding the existing standards of The Oklahoma State Department of Health, or unless they comply with The Atomic Energy Commission Act of 1954 (68 O.D. 919 as amended and Part 20, Sub-Part D – Waste Disposal, Section 20.303, of the regulations issued by The Atomic Energy Commission, or amendments thereto).
  7. Any wastewater containing phenols or other taste producing substances in such concentrations as to produce odor or taste in the effluent as to affect the taste and odor of the receiving waters.
  8. Materials which exert or cause:

- a. Unusual concentrations of solids or composition; as for example in total suspended solids of inert nature (such as Fuller's Earth) and /or in total dissolved solids (such as Sodium Chloride, Calcium Chloride, or Sodium Sulfate).
  - b. Excessive discoloration
  - c. Unusual biochemical oxygen demand or an immediate oxygen demand
  - d. High Hydrogen Sulfide content; or
  - e. Unusual flow and concentration.
9. Toxic substances which are not amenable to treatment or reduction by the wastewater treatment process employed, or are amenable to treatment only to such degree that the wastewater treatment plant cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters without first pretreating to a concentration acceptable to the City.
- When wastewater containing any of the aforementioned materials is discharged into the sanitary sewer and such wastes are not properly pretreated or otherwise corrected, the City may (1) reject the wastes and terminate the service to the sanitary sewer; (2) require control of the quantities and rates of discharge of such wastes with flow regulating devices; (3) require payment of surcharge for excessive cost of treatment provided such wastes are amenable to treatment by existing wastewater treatment plant facilities.
10. Except where expressly authorized by the City to do so by an applicable categorical Pretreatment Standard, no Industrial User shall ever increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with Ordinance discharge limitations.

**SECTION 17-330                    GENERAL LIMITATIONS, PROHIBITIONS AND REQUIREMENTS ON FATS, OILS AND GREASE ("FOG") DISCHARGES**

- A. This Section establishes requirements for controlling the discharge of fats, oils and grease (FOG) from food service establishments (FSE) discharging into the City's sewer system and for regulation of FOG Transporters operating within the city limits. The objectives of this Section are:
- 1. To reduce operational and maintenance cost of maintaining the Wastewater Treatment Plant and the sanitary sewer lines through the implementation of a FOG management program.
  - 2. To prevent clogging or blocking of the City's sewer lines due to grease build-up causing sanitary sewer overflows onto streets, into stormwater systems or waterways and into residences and commercial buildings, resulting in potential liability to the City.
  - 3. To prevent maintenance and odor problems at wastewater pumping stations due to grease build-up.
  - 4. To establish fees for the recovery of costs resulting from the program established herein.
  - 5. To permit FOG Transporters and FSEs operating within the City of Owasso.
  - 6. To ensure that all existing and future FSEs have a properly functioning FOG pretreatment system.
- B. GENERAL LIMITATIONS AND REQUIREMENTS- Food service establishments (FSEs) discharging wastewater to the City of Owasso's sewer system and FOG Transporters that transport FOG within the City of Owasso are subject to the following

requirements, which shall constitute the City of Owasso's Fats, Oils and Grease Management Program ("FOG"):

1. Compliance with the FOG Management Program for the discharge of wastewater and hauling associated with FSEs.
  2. Filing of a FOG Wastewater Discharge Permit application. All applications are non-transferable and must be resubmitted to the City after any change in ownership.
  3. Inspections performed by the City to verify compliance with these requirements and those requirements of the FOG Management Program for the discharge of wastewater associated with FSEs.
  4. Quarterly submittal of manifests by FOG Transporters.
  5. Payment of any fees associated with registration, fines or violations, variances and reimbursement for costs associated with any emergency services provided by the City of Owasso.
- C. DISCHARGE LIMITS - No facility shall discharge or cause to be discharged any wastewater with a FOG concentration in excess of one hundred (100) milligrams per liter, as determined by the currently approved test for total recoverable fats and grease listed in 40 CFR 136.3, or that may accumulate and/or cause or contribute to blockages in the sewer system or at the building sewer lateral which connects the FSE to the public sewer system, as determined by the City of Owasso.
- D. PROHIBITIONS- The following prohibitions shall apply to all FSEs:
1. Installation of food grinders in the plumbing system of new construction of FSEs shall be prohibited. Furthermore, all food grinders shall be removed from all existing FSEs within one hundred eighty (180) days of the effective date of this Chapter.
  2. Introduction of any additives into an FSE's wastewater system for the purpose of emulsifying FOG or biologically/chemically treating FOG for grease remediation or as a supplement to interceptor maintenance.
  3. Disposal of waste cooking oil into drainage pipes is prohibited. All waste cooking oils shall be collected and stored properly in receptacles such as barrels or drums for recycling or other acceptable methods of disposal.
  4. Discharge of wastewater with temperatures in excess of one hundred forty (140) degrees F to any FOG Pretreatment System is prohibited.
  5. Discharge of wastes from toilets, urinals, washbasins, and other fixtures containing fecal materials to sewer lines intended for grease interceptor service, or vice versa, is prohibited.
  6. Discharge of any waste including FOG and solid materials removed from the grease trap or interceptor to the sewer system is prohibited. Grease removed from grease traps or interceptors shall be hauled, by a permitted FOG Transporter, periodically, as defined in the FOG Management Program, as part of the operation and maintenance requirements for grease interceptors.
  7. Operation of grease interceptors with FOG and solids accumulation exceeding twenty-five (25) percent of the design hydraulic depth of the grease interceptor (twenty-five (25) percent rule) is prohibited.
  8. Renderable FOG shall not be disposed of in any sewer, septic tank or grease interceptor. All renderable fats, oil and grease shall be stored in a separate, covered, leak-proof, renderable FOG container, stored out of reach of vermin, and collected by a permitted FOG Transporter.
- E. FOG WASTEWATER DISCHARGE PERMIT REQUIRED - No person shall discharge, or cause to be discharged any wastewater from FSEs directly or indirectly into the City sewer system without first obtaining a FOG Wastewater Discharge permit pursuant to this Section.

- F. FOG WASTEWATER DISCHARGE PERMIT FEE - The FOG Wastewater Discharge Permit fee shall be a monthly fee as established by resolution of the City Council and shall be paid by the applicant on the monthly Utility Bill. Permit applications shall be submitted within ninety (90) days of adoption of this Ordinance and shall be renewed every five (5) years. A permittee shall also pay any delinquent invoices in full prior to permit issuance. Fees are non-refundable.
- G. FOG TRANSPORTER PERMIT REQUIRED - It shall be unlawful and an offense for any person or entity to collect or transport grease interceptor/pretreatment system wastes within the City of Owasso unless such person or entity possesses a valid FOG Transporter Permit pursuant to this Section. Possession of a FOG Transporter Permit shall not relieve the permit holder of any obligations to comply with all federal, state and local laws and regulations including but not limited to applicable Pretreatment Standards and Stormwater regulations.
- H. FOG TRANSPORTER PERMIT APPLICATION AND RENEWAL FEE - The FOG Transporter Permit application and renewal fees shall be an annual fee as established by resolution of the City Council and shall be paid by the applicant upon submittal of the required FOG Transporter Permit application for coverage under the FOG Management Program. Payment of all applicable fees or charges must be paid upon submission of the permit application. A permittee shall also pay any delinquent invoices in full prior to permit issuance or renewal. Fees are non-refundable.
- I. PERMIT REVOCATION: An issued permit may be terminated for, but not limited to the following reasons:
  - 1. Failure to abide by FOG Management Program requirements;
  - 2. Failure to pay fines;
  - 3. Failure to pay fees; or
  - 4. Failure to meet compliance schedules.
- J. BEST MANAGEMENT PRACTICES REQUIRED- All FSEs shall implement best management practices in its operation to minimize the discharge of FOG to the sewer system. Detailed requirements for best management practices shall be specified in the FOG Management Program. This may include, but not be limited to, kitchen practices and employee training that is essential in minimizing FOG discharge. Commercial and industrial discharges shall also be in full compliance with the provisions of this Ordinance.
- K. FOG PRETREATMENT SYSTEM REQUIRED.
  - 1. An approved FOG Pretreatment System shall be required for all new and existing FSEs, including restaurants, cafeterias, diners, and similar non-industrial facilities using food preparation processes. FOG Pretreatment Systems shall not be required for single-family private living quarters or dwelling units.
  - 2. An existing FSE that requires a new FOG Pretreatment System, as determined by the City of Owasso, shall be installed within one (1) year of adoption of this Ordinance.
  - 3. All existing FSEs that have an existing FOG Pretreatment System may, as determined by the City of Owasso, keep the existing FOG Pretreatment System in operation provided the FOG Pretreatment System is in good operating condition and complies with the purpose and intent of the FOG Management Program.
  - 4. The City may require an existing facility to install a new FOG Pretreatment System that complies with the requirements of the City of Owasso Plumbing Code, or to modify or repair any noncompliant plumbing or existing FOG Pretreatment System when any one (1) or more of the following conditions exist:
    - a. The facility is found to be contributing grease in quantities sufficient

to cause line blockages or necessitate increased maintenance on the sewer system.

- b. Grease concentrations exceed one hundred (100) mg/l on wastewater effluent as determined by sampling performed by the City.
  - c. The facility does not have a FOG Pretreatment System.
  - d. The facility has an irreparable or defective FOG Pretreatment System.
  - e. Remodeling the food preparation or kitchen waste plumbing system is performed which requires a plumbing permit to be issued by the City of Owasso.
  - f. The facility is sold or undergoes a change of ownership.
  - g. The facility does not have plumbing connections to a FOG Pretreatment System in compliance with the requirements of this article.
5. All costs and related expenses associated with the installation and connection of the FOG Pretreatment System(s) shall be at the FSE's expense.

L. FOG PRETREATMENT SYSTEM AND MAINTENANCE REQUIREMENTS.

1. All FOG Pretreatment Systems must be installed in accordance with the requirements of the City of Owasso Plumbing Code and shall be maintained continuously in satisfactory and effective operation, at the FSE's expense.
2. The grease interceptor shall be cleaned by a permitted FOG Transporter whenever twenty-five percent (25%) of the operating depth of the grease interceptor is occupied by fats, oils, grease, and settled solids, or a minimum of once every three (3) months, whichever is more frequent unless allowed by the City for good cause shown. Such approval will be granted on a case-by-case basis upon submittal of a request by the FSE documenting reasons for the proposed frequency variance. The City shall not approve any request unless the applicant demonstrates that the frequency variance will not result in the introduction of any greater quantities of FOG into the public sanitary sewer system than would otherwise be introduced.
3. Cleaning of grease interceptors shall include the complete removal of all contents, including floating materials, wastewater and settled sludge. Decanting back into the Grease Interceptor shall not be permitted. Grease Interceptor cleaning shall include scraping excessive solids from the wall, floors, baffles and all piping.
4. All material removed and hauled from FOG Pretreatment Systems must be performed by a FOG Transporter permitted by the City of Owasso.

M. MONITORING, REPORTING, NOTIFICATION AND INSPECTION REQUIREMENTS.

1. The City may require periodic reporting of the status of implementation of best management practices, in accordance with the FOG Management Program.
2. The City may require reports for self-monitoring of wastewater constituents and FOG characteristics for the permittee needed for determining compliance with any conditions or requirements as specified in the FOG Management Program or this Ordinance. Failure by the permittee to perform any required monitoring, or to submit monitoring reports required by the City constitutes a violation of this Chapter and shall be cause for the City to initiate all necessary tasks and analyses to determine the wastewater constituents and FOG characteristics for compliance with any

conditions and requirements specified in the FOG Management Program or in this Chapter. The permittee shall be responsible for any and all expenses of the City in undertaking such monitoring analyses and preparation of reports.

3. Other reports may be required such as compliance schedule progress reports, FOG control monitoring reports, and any other reports deemed reasonably appropriate to ensure compliance with this Ordinance.
  4. Manifests will be used to track grease interceptor/trap, oil/water separator and/or grit trap waste from the initial generation of the waste to the final disposal. It will be the responsibility of the FOG Transporter to prepare the manifest. Manifests will be issued to each FOG Transporter who has been issued a permit by the City. The FOG Transporter will ensure that the form is completed entirely. The FOG Transporter will keep a copy for their files, leave the appropriate copy of the manifest with the generator and mail a completed copy to the Owasso Public Works Department in accordance with the Permit.
- N. RECORD KEEPING REQUIREMENTS - The permittee shall be required to keep all manifests, receipts and invoices of all cleaning, maintenance, grease removal of/from the FOG pretreatment system, FOG Transporter and disposal site location for no less than three (3) years. The permittee shall, upon request, make the manifests, receipts and invoices available to any City representative. These records shall be kept and include but are not limited to:
1. A record of FOG pretreatment system cleaning and maintenance practices.
  2. A record of best management practices being implemented including employee training.
  3. Copies of records and manifests of FOG pretreatment system cleaning.
  4. Records of any spills and/or cleaning by the FSE or FSE's contractor of private lateral or building sewer system.
  5. Any other information deemed appropriate by the City to ensure compliance with this Ordinance.
  6. Failure to accurately maintain the FOG information and records or if the records are not available upon request is considered a violation of the permittee's FOG Wastewater Discharge Permit.
- O. FALSIFYING INFORMATION OR TAMPERING WITH PROCESS - It shall be unlawful to make any false statement, representation, record, report, plan or other document that is filed with the City, or to tamper with or knowingly render inoperable any FOG pretreatment system, monitoring device or method or access point required under this Chapter.

#### **SECTION 17-331 INDUSTRIAL WASTEWATER DISCHARGE PERMITS**

It shall be unlawful to discharge wastewater to the public sanitary sewer except as authorized in accordance with the provisions of this Ordinance. Upon promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, if the discharge limitations defined in that regulation are more stringent than imposed under this Ordinance, the categorical limitation shall govern.

- A. INDUSTRIAL WASTEWATER DISCHARGE PERMITS- No Industrial User shall discharge wastewater to the public sanitary sewer without a valid Industrial Wastewater Discharge Permit issued by the City. All Industrial Users proposing to connect to or to discharge wastewater, industrial waste, and other waste to the public sanitary sewers shall obtain an Industrial Wastewater Discharge Permit before connecting to or discharging to the public sanitary sewer.

- B. PERMIT APPLICATION –Industrial Wastewater Discharge Permits will be issued only after the following conditions are met:
1. Formal application is submitted on a form issued by the City.
  2. Where applicable, pretreatment facilities and/or flow regulating devices or inspection chambers approved by the City have been installed.
  3. Estimated flow, amounts and strengths of industrial wastes have been agreed upon by both parties. When a discharger discharges 25,000 gallons or more daily, strengths of analytes shall be based on actual samples from the point or points of discharge.
  4. All new discharges shall provide a control chamber or inspection chamber subject to approval of the City.
- C. PERMIT CONDITIONS- Industrial Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other applicable regulations, user charges and fees established by the City. Permits may contain the following:
1. The unit charge or schedule of user charges and fees for the wastewater to be discharged to a public sanitary sewer;
  2. Limits on the average and maximum wastewater constituents and characteristics;
  3. Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
  4. Requirements for installation and maintenance of inspection and sampling facilities;
  5. Specification for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for test and reporting schedule;
  6. Compliance schedules;
  7. Requirements for submission of technical reports or discharge reports;
  8. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the City, and affording City access thereto;
  9. Requirements for notification of the City of any new introduction of wastewater constituents or any substantial change in the volume or characteristics of the wastewater constituents being introduced into the wastewater treatment system;
  10. Requirements for notification of slug discharges;
  11. Other conditions as deemed appropriate by the City to ensure compliance with this Ordinance.
- D. PERMIT ISSUANCE AND RENEWAL FEES- The Industrial Wastewater Discharge Permit application and renewal fees shall be an annual fee as established by resolution of the City Council and shall be paid by the applicant upon submittal of the required Industrial Wastewater Discharge Permit application for coverage under the Industrial Pretreatment Program. Payment of all applicable fees or charges must be received by the City upon submission of the permit application. A permittee shall also pay any delinquent invoices in full prior to permit issuance or renewal. Fees are non-refundable.

For permit renewal, a certified annual report shall be submitted to the Director certifying that there have been no changes in the operational procedures, flow rates, BOD, and Suspended Solids values, or if there have been such changes, furnishing the information in such detail as may be required by the City. Failure to submit such reports shall constitute cause for the suspension or revocation of the Industrial Wastewater Discharge Permit. Any significant changes in flow rate, BOD, and/or Suspended Solids values or other characteristics of the industrial waste being

discharged shall be reported to the City within thirty (30) days of such changes. In the event a permit is cancelled for any cause under the provisions hereof, a fee in the amount twice the applicable initial permit fee shall be charged for subsequent permit.

- E. PERMIT TRANSFER- Industrial Wastewater Discharge Permits shall be issued to an Industrial User for a designated premise or premises. An Industrial Wastewater Discharge Permit shall not be reassigned, transferred, or sold to a new owner, new user, different premises, or new or changed operations.
- F. PERMIT MODIFICATIONS- Upon promulgation of Federal Categorical Standards, the Industrial Wastewater Discharge Permit of applicable users shall be modified to require compliance with such regulations and compliance with applicable requirements under 40 CFR 403.12.
- G. PERMIT REVOCATION- The Director may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:
  - 1. Failure of the user to report significant changes in operations or wastewater constituents and characteristics to the Director prior to changed discharge.
  - 2. Misrepresentation or failure to fully disclose all relevant facts in the Industrial Wastewater Discharge Permit application.
  - 3. Falsifying self-monitoring reports.
  - 4. Tampering with monitoring equipment.
  - 5. Refusing to allow the Director timely access to the facility premises for the purpose of monitoring and inspections of records.
  - 6. Failure to meet effluent limitations.
  - 7. Failure to pay fines.
  - 8. Failure to pay sewer charges.
  - 9. Failure of a user to make payment on any monthly industrial surcharge, annual permit renewal fees, additional testing costs, etc., that may be assessed by or due to the City.
  - 10. Failure to meet compliance schedules.
  - 11. Violation of conditions of the Industrial Wastewater Discharge Permit.
  - 12. Failure to complete a wastewater survey or the Industrial Wastewater Discharge Permit application.
  - 13. Failure to provide advance notice of the transfer of business ownership of a permitted facility.
  - 14. Violation of any pretreatment standard or requirement or any terms of the wastewater discharge permit or this article.

Industrial Wastewater Discharge Permits shall be voidable upon cessation of operations or transfer of business ownership. All Industrial Wastewater Discharge Permits issued to a particular industrial user are void upon the issuance of a new Industrial Wastewater Discharge Permit to that industrial user.

## **SECTION 17-332            CONFIDENTIAL INFORMATION**

Information and data obtained from applications, questionnaires, permits, monitoring programs and inspections and any other required reports or documents under this chapter shall be available for inspection by the public or any government agency without restriction, unless a user specifically states that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. Any information submitted to the City may be claimed as confidential in accordance with applicable federal regulations. Any claim of confidentiality must be made at the time of submittal by stamping the words "Confidential Business Information" on each page containing such information. When requested by the user furnishing the report, the portion of a report which might disclose trade

secrets or secret processes shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related to regulation of the user's discharge; subject, however, to the confidentiality provisions of 40 CFR part 2, which are incorporated by this reference as applicable to the City to the same extent part 2 is applicable to the EPA, or any applicable state law. If a party to any judicial or administrative proceeding or any court or any administrative agency (except as specified in this Section) demands or subpoenas or orders the production of any such confidential information, the City shall immediately notify the person who supplied such information so that the person shall have the opportunity to secure judicial or administrative relief to preserve such confidentiality. Unless such person gets such relief, the City will comply with such demand, subpoena or order if it is legally required to do so. Wastewater constituents and characteristics will not be recognized as confidential information. Persons, other than authorized representatives of the United States Environmental Protection Agency or the state department of natural resources, requesting to review information and data, must do so in writing and must pay all applicable costs associated with the preparation and copying of such information and data.

**SECTION 17-333            RESERVED**

**SECTION 17-334            POWERS AND AUTHORITY OF ENFORCING AGENTS**

- A. RIGHT OF ENTRY - The Director or their duly authorized agents bearing credentials and identification shall be permitted to gain access to such properties as may be necessary for the purpose of inspection, observation, measurement, sampling, and testing, to determine compliance of provisions of this Ordinance and the wastewater discharge permit.
- B. NOTIFICATION OF VIOLATION - When the Director finds that a person has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may serve upon that person a written Notice of Violation. Within seven (7) days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the person to the Director. Submission of such a plan in no way relieves the person of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.
- C. CONSENT ORDERS - The Director may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any person responsible for noncompliance. Such documents shall include specific action to be taken by the person to correct the noncompliance within a time period specified by the document.
- D. SHOW CAUSE HEARING - The Director may order a person which has violated, or continues to violate, any provision of this ordinance, any Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the person show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. Such notice may be served on any Authorized Representative of the person. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the person.

- E. COMPLIANCE ORDERS - When the Director finds that a person has violated, or continues to violate, any provision of this ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may issue an order to the person responsible for the discharge directing that the person come into compliance within a specified time. If the person does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the person of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the person.
- F. CEASE AND DESIST ORDERS - When the Director finds that a person has violated, or continues to violate, any provision of this ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the person's past violations are likely to recur, the Director may issue an order to the person directing it to cease and desist all such violations and directing the person to:
1. Immediately comply with all requirements; and
  2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the person.
- G. TERMINATION OF DISCHARGE - In addition to the provisions in this Section, any person who violates the following conditions is subject to discharge termination:
1. Violation of wastewater discharge permit conditions;
  2. Failure to accurately report the wastewater constituents and characteristics of its discharge;
  3. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
  4. Refusal of reasonable access to the person's premises for the purpose of inspection, monitoring, or sampling; or
  5. Violation of the Prohibited Discharges in Section 17-329 of this Ordinance. Such person will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under this Section why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the person.
- H. WATER SEVERENCE - Whenever a person has violated or continues to violate any provision of this Ordinance, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, water service to the person may be severed. Service will recommence, at the person's expense, only after the person has satisfactorily demonstrated its ability to comply.
- I. EMERGENCY SUSPENSION - The Director may immediately suspend a person's discharge, after informal notice to the person, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to be present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a person's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of

the publicly owned treatment works (POTW), or which presents, or may present, an endangerment to the environment.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

- J. INJUNCTIVE RELIEF - When the Director finds that a person has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may petition the appropriate court of the State of Oklahoma for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this Ordinance on activities of the person. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the person to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a person.
- K. ADMINISTRATIVE FINES -
  - 1. When it has been determined that a person has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may fine such person in an amount not to exceed one thousand dollars (\$1,000.00) per day per violation. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
  - 2. The Director is hereby authorized to establish an administrative procedure or plan to be known as the Pretreatment Enforcement Response Plan for the administration of this Chapter and the enforcement of compliance with the provisions of this Chapter. The Director may amend the Pretreatment Enforcement Response Plan from time to time as may be necessary to enforce compliance.
  - 3. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of an amount, as approved by the courts each year, of the unpaid balance, and interest shall accrue thereafter at the allowed interest rate as approved by the State of Oklahoma Statutes. A lien against the person's property will be sought for unpaid charges, fines, and penalties.
  - 4. A person desiring to dispute such fines must file a written request for the City Manager to reconsider the fine along with full payment of the fine amount within ten (10) days of being notified of the fine. Where a request has merit, the City Manager may convene a hearing on the matter. In the event the person's appeal is successful, the payment shall be returned to the person. The City Manager may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
  - 5. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the person.
- L. RECOVERY OF COSTS INCURRED - Any permittee violating any of the provisions of an issued permit or this ordinance or causing damage to or otherwise inhibiting the public sanitary sewer system shall be liable to the City of Owasso for any expense, loss or damage caused by such violation or discharge. The cost incurred by the City of

Owasso for any cleaning, repair or replacement work caused by the violation will be added to the permittee's monthly utility bill for payment.

M. PROCESS OF APPEAL -

1. Any person affected by any notice which has been served upon the person in connection with the enforcement of any provision of this Section, or of any rule or regulation adopted pursuant thereto, or who is aggrieved thereby, and who believes the same to be contrary to the Ordinances or the regulations of the City, may appeal and shall be granted a hearing on the matter complained of before the City Manager; provided that such person shall file in the office of the City Manager a petition containing a brief statement of the grounds thereof, within ten (10) days after the notice was served or received by the person. Upon receipt of such petition the City Manager or designated representative shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be afforded an opportunity to be heard and show cause why such notice should be modified or withdrawn. The hearing shall be commenced within not more than fifteen (15) days after the day on which the petition is filed; provided that upon application of the petitioner, the date of the hearing may be postponed for a reasonable time beyond such fifteen (15) days period, and in the judgment of the City Manager or a designated representative the petitioner has submitted a good and sufficient reason for such postponement.

2. At such hearing, the City Manager or a designated representative may sustain, modify or withdraw the notice, depending upon their findings as to whether the provisions of the Ordinance and of the rules and regulations adopted pursuant thereto have been complied with. If the City Manager or a designated representative sustains or modifies such notice, it shall be deemed to be final order; provided that any notice served pursuant to this Section shall become a final order if written petition for hearing is not filed in the office of the City Manager within ten (10) days after such notice is served or received by the person upon which the same is served.

After the hearing in the case of any notices suspending the permit required by this Ordinance and such notice having been sustained by the City Manager or a designated representative, the permit shall be deemed to have been revoked; provided that any such permit which has been suspended by notice shall be deemed to be revoked if a petition for hearing is not filed, in the office of the City Manager, within ten (10) days after such notice is served or received.

- N. APPEAL FROM FINAL ORDERS TO THE CITY OF OWASSO CITY COUNCIL, CITY OF OWASSO, OKLAHOMA - The proceedings of any hearing held pursuant to this Section, including the findings and decision of the City Manager or a designated representative, shall be summarized, reduced to writing, and entered as a matter of public record in the office of the City Manager. Such records shall also include a copy of every notice or order issued in connection with the matter. Appeals from any final order of the City Manager or a designated representative may be made to The City of Owasso City Council, within ten (10) days after a copy of the same has been served upon or received by the petitioner. All such appeals shall be effective when a notice thereof specifying the grounds of the appeal shall have been filed in the office of the City Manager. Hearing an appeal shall be done before said City Council meetings at their second regular meeting, excluding Council work sessions, following filing of the notice of appeal.

**SECTION 17-335 CITY'S RIGHT OF REVISION**

The City reserves the right to establish by ordinance or in individual wastewater discharge permits more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this ordinance.

**SECTION TWO (2): REPEALER**

All ordinances, or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

**SECTION THREE (3): SEVERABILITY**

If any part or parts of this ordinance are deemed unconstitutional, invalid or ineffective, the remaining portion shall not be affected but shall remain in full force and effect.

**SECTION FOUR (4): DECLARING AN EFFECTIVE DATE**

The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

**SECTION FIVE (5): CODIFICATION**

This ordinance shall be codified in Part 17, Chapter 3, Sections 17-320 through 17-335. Section 17-301 of Part 17, Chapter 3, is hereby repealed.

**PASSED** by the City Council of the City of Owasso, Oklahoma on the 15<sup>th</sup> day of March, 2016.

\_\_\_\_\_  
Jeri Moberly, Mayor

**ATTEST:**

\_\_\_\_\_  
Sherry Bishop, City Clerk

(S E A L)

**APPROVED** as to form and legality this \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Julie Lombardi, City Attorney

**CITY OF OWASSO, OKLAHOMA  
RESOLUTION 2016-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWASSO ESTABLISHING FEES  
FOR THE INDUSTRIAL WASTEWATER PRETREATMENT PROGRAM AND FATS, OILS AND  
GREASE (FOG) MANAGEMENT PROGRAM**

**WHEREAS**, the City Council of the City of Owasso, Oklahoma has approved an ordinance establishing an Industrial Wastewater Pretreatment Program and a Fats, Oils and Grease (FOG) Management Program, Codified as Part 17, Chapter 3, Sections 17-320 through 17-335; and

**WHEREAS**, the City Council of the City of Owasso, Oklahoma desires to establish the following fee schedule for Industrial Wastewater Discharge Permits, FOG Wastewater Discharge Permits, and FOG Transporter Permits;

|  |                  |
|--|------------------|
| Industrial Wastewater Discharge Permit and Renewal Fee | \$500 annual fee |
| FOG Wastewater Discharge Permit Fee                    | \$25 monthly fee |
| FOG Transporter Permit and Renewal Fee                 | \$150 annual fee |

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, THAT:**

The fee schedule, as set forth above, shall become effective on July 1, 2016.

**PASSED AND APPROVED at Owasso, Oklahoma this 15<sup>th</sup> day of March, 2016.**

**CITY COUNCIL, CITY OF OWASSO, OKLAHOMA**

\_\_\_\_\_  
Jeri Moberly, Mayor

**ATTEST:**

\_\_\_\_\_  
Sherry Bishop, City Clerk

**APPROVED** as to form and legality:

\_\_\_\_\_  
Julie Lombardi, City Attorney



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Sherry Bishop  
Assistant City Manager

**SUBJECT:** Ordinance 1071, Established Sewer Assessment Areas

**DATE:** March 11, 2016

---

**BACKGROUND:**

For many years, the City of Owasso and the OPWA have used some form of sewer assessment areas to enable the extension of the sewer utility into unserved areas. The Owasso Code of Ordinances defines four sewer projects with assessment areas:

Section 17-301-A – 76<sup>th</sup> Street Sewer Interceptor,  
Section 17-303 – Meadowcrest Gravity Sewer Relief Line Assessment Area and Fee,  
Section 17-304 – Elm Creek Sewer Interceptor, and  
Section 17-305 – Ranch Creek Sewer Interceptor Assessment Area.

Each of the four sections of the code relating to a sewer assessment area is slightly different from the others. All are substantively the same with variations in language.

**ORDINANCE:**

This ordinance rewrites the four sections of the code relating to sewer assessments to eliminate the variations and to provide base language for any future assessment area.

The new Section 17-301, Designated Sewer Improvements, includes the basic definitions and language common to the four existing assessment area ordinances. New Sections 17-302 through 17-305 define each of the existing four sewer assessment areas including any language unique to that assessment area.

This ordinance would not change anything about the existing assessment area fees, how they are applied or how they are paid. The revisions would only simplify the language and provide consistency for all sewer assessment areas.

The proposed Ordinance 1071 and the current Code sections relating to sewer assessments are attached.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 1071, defining designated sewer improvements and defining the established sewer assessment areas.

**ATTACHMENTS:**

Ordinance 1071

Code of Ordinances Section 17-301-A through Section 17-305

**CITY OF OWASSO  
ORDINANCE 1071**

**AN ORDINANCE RELATING TO PART 17 UTILITIES, CHAPTER 3, SEWER SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF OWASSO, OKLAHOMA, DEFINING DESIGNATED SEWER IMPROVEMENTS AND DEFINING ESTABLISHED SEWER ASSESSMENT AREAS**

**THIS ORDINANCE AMENDS PART 17, CHAPTER 3, OF THE CITY OF OWASSO CODE OF ORDINANCES BY AMENDING SECTION 17-301, DESIGNATED SEWER IMPROVEMENTS; RENUMBERING AND AMENDING SECTION 17-301-A, 76<sup>TH</sup> STREET SEWER INTERCEPTOR SEWER ASSESSMENT AREA; AMENDING SECTION 17-303, MEADOWCREST GRAVITY SEWER RELIEF LINE SEWER ASSESSMENT AREA; SECTION 17-304, ELM CREEK SEWER INTERCEPTOR SEWER ASSESSMENT AREA; SECTION 17-305, RANCH CREEK SEWER INTERCEPTOR SEWER ASSESSMENT AREA.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, THAT, TO-WIT:**

**SECTION ONE (1):** Part 17, Utilities, Chapter 3, Sewer System, of the Code of Ordinances of the City of Owasso, Oklahoma, shall be amended and renumbered by providing and codifying as follows:

**SECTION 17-301 DESIGNATED SEWER IMPROVEMENTS**

A. The purpose of this ordinance is to promote public health, safety and welfare by constructing and maintaining and improving sewer systems in designated areas.

B. A sewer system improvement project may be identified as a "Designated Sewer Improvement."

C. Areas served by a "Designated Sewer Improvement" may be designated as a "Sewer Assessment Area."

D. All property within a "Sewer Assessment Area" may connect to the "Designated Sewer Improvement."

E. All costs associated with the construction of the "Designated Sewer Improvement," including costs for the acquisition of the land, construction costs, professional fees, interest, and other lawful and authorized costs and fees, may be recouped through a per acre assessment for all property located within the "Sewer Assessment Area."

F. The per acre assessment amount shall be established through adoption of a Resolution by the Owasso Public Works Authority after construction of the Designated "Sewer Improvement" has been completed.

G. This assessment shall be paid as a fee for sewer services for properties developed henceforth in a "Sewer Assessment Area."

H. Payment of this assessment is mandatory, and shall be due upon the approval of a final plat.

I. Properties within a Sewer Assessment Area which have already been developed shall pay such assessment upon connection to a "Sewer Assessment Area."

J. Properties not located within a "Sewer Assessment Area" may request connection to a "Designated Sewer Improvement." Upon approval of the connection, payment of the assessment becomes mandatory and shall be due upon the approval of a final plat. Properties which have already been developed shall pay such assessment upon connection to a "Designated Sewer Improvement."

**SECTION 17-302 76<sup>TH</sup> STREET SEWER INTERCEPTOR SEWER ASSESSMENT AREA**

The 76th Street Sewer Interceptor is a sewer line from a point between 129<sup>th</sup> East Avenue and 145<sup>th</sup> East Avenue along 76<sup>th</sup> Street North to approximately 193<sup>rd</sup> East Ave. The 76th Street Sewer Interceptor Assessment Area was established by ordinance in 2009. The 76th Street Sewer Interceptor is a "Designated Sewer Improvement." The area depicted on the map attached hereto as Exhibit "76SSI" shall be made a part of this ordinance and shall be designated as the 76th Street Sewer Interceptor (76SSI) Sewer Assessment Area.

(Note: OPWA Resolution 2011-04 established the per acre assessment fee of \$1,341.)

**SECTION 17-303 MEADOWCREST GRAVITY SEWER RELIEF LINE SEWER ASSESSMENT AREA**

The Meadowcrest Gravity Sewer Relief Line serves an area in the northwest section of town and is hereby defined as a "Designated Sewer Improvement." The Meadowcrest Gravity Sewer Relief Line Assessment Area was established by ordinance in 2012. The area depicted on the map attached hereto as Exhibit "MGSRL" shall be made a part of this ordinance and shall be designated as the Meadowcrest Gravity Sewer Relief Line (MGSRL) Sewer Assessment Area. Tracts for the Sports Park, Meadowcrest, Maple Glen, Maple Glen II and a 15-acre designated area have been exempted from the per acre assessment fee. The established per acre assessment fee is \$867.

(Note: Ordinance 1000 established the per acre assessment fee.)

**SECTION 17-304 ELM CREEK SEWER INTERCEPTOR SEWER ASSESSMENT AREA**

The Elm Creek Sewer Interceptor, constructed in 1998 to serve the Elm Creek Sewer Drainage Basin, is hereby defined as a "Designated Sewer Improvement." The Elm Creek Interceptor Sewer Assessment Area was established by ordinance in 1999 and is hereby defined as a "Sewer Assessment Area." The area depicted on the map attached hereto as Exhibit "ECSI" shall be made a part of this ordinance and shall be designated as the Elm Creek Sewer Interceptor (ECSI) Sewer Assessment Area.

(Note: OPWA Resolution 2013-01 established the per acre assessment fee of \$1,580.)

**SECTION 17-305 RANCH CREEK SEWER INTERCEPTOR SEWER ASSESSMENT AREA**

The Ranch Creek Sewer Interceptor, constructed in 2015 to improve a sewer line from a point between East 76<sup>th</sup> Street North and East 96<sup>th</sup> Street North adjacent to Mingo Road, is hereby defined as a "Designated Sewer Improvement." The Ranch Creek Sewer Interceptor Assessment Area was established by ordinance in 2015 and is hereby defined as a "Sewer Assessment Area."

The area depicted on the map attached hereto as Exhibit "RCSI" shall be made a part of this ordinance and shall be designated as the Ranch Creek Sewer Interceptor (RCSI) Sewer Assessment Area.

(Note: OPWA Resolution 2015-01 established the per acre assessment fee of \$610.33.)

**SECTION TWO (2): REPEALER**

All ordinances or parts of ordinances, in conflict with this ordinance are repealed to the extent of the conflict only.

**SECTION THREE (3): SEVERABILITY**

If any part or parts of this ordinance are held invalid or ineffective, the remaining portion shall not be affected but remain in full force and effect.

**SECTION FOUR (4): DECLARING AN EFFECTIVE DATE**

The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

**SECTION FIVE (5): CODIFICATION**

The City of Owasso Code of Ordinances is hereby amended by amending and renumbering the ordinances shown above to be codified in Part 17, Chapter 3, as Section 17-301 through 17-305.

**PASSED** by the City Council of the City of Owasso, Oklahoma on the 15<sup>th</sup> day of March, 2016.

\_\_\_\_\_  
Jeri Moberly, Mayor

(S E A L)

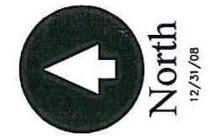
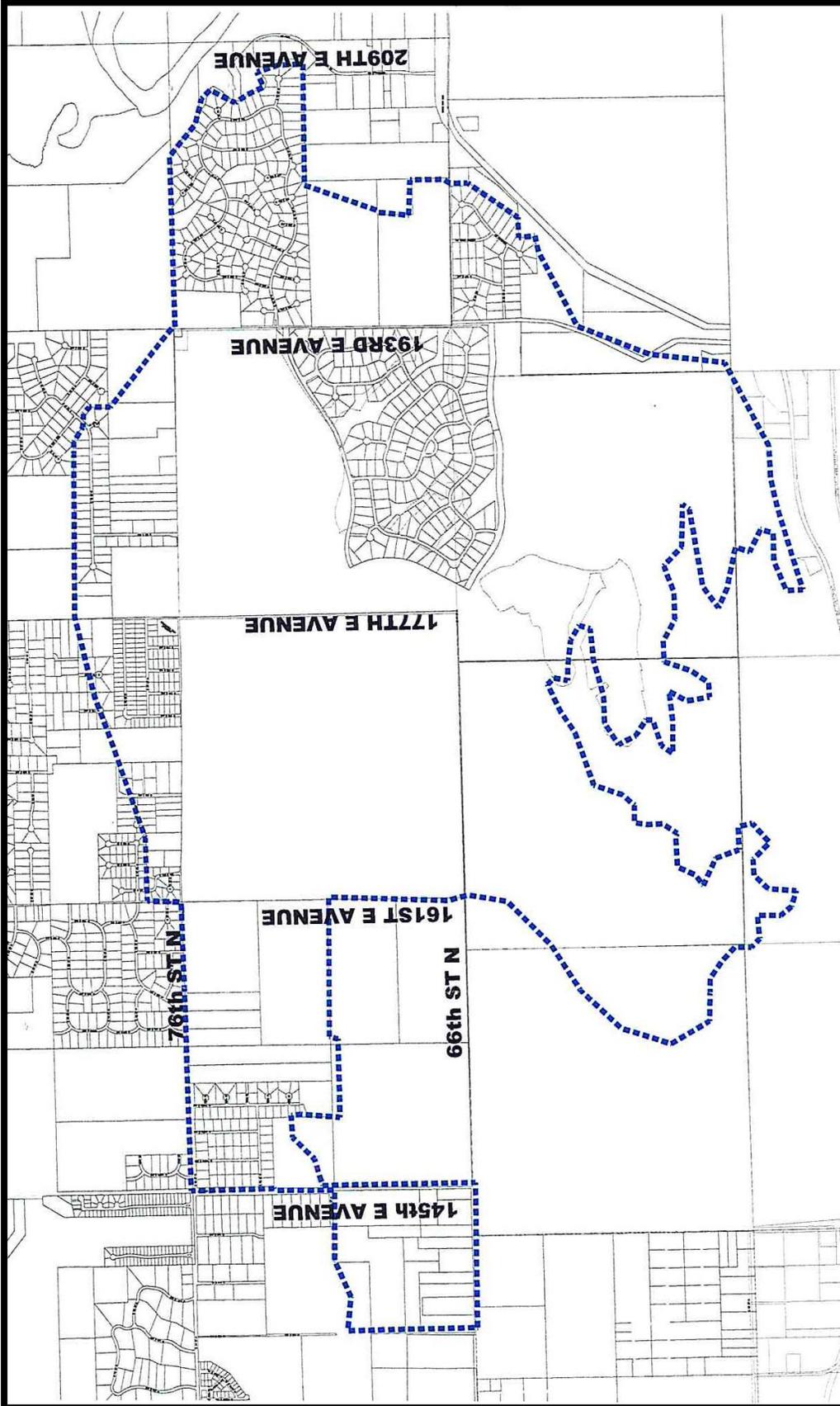
**ATTEST:**

\_\_\_\_\_  
Sherry Bishop, City Clerk

**APPROVED** as to form and legality this \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Julie Lombardi, City Attorney

# "76SSI"



|                            |      |
|----------------------------|------|
| NET ACRES                  | 3843 |
| PREVIOUSLY DEVELOPED ACRES | 1124 |
| UN-DEVELOPED ACRES         | 2719 |

## ASSESSMENT AREA OF THE 76TH STREET SEWER INTERCEPTOR PAYBACK

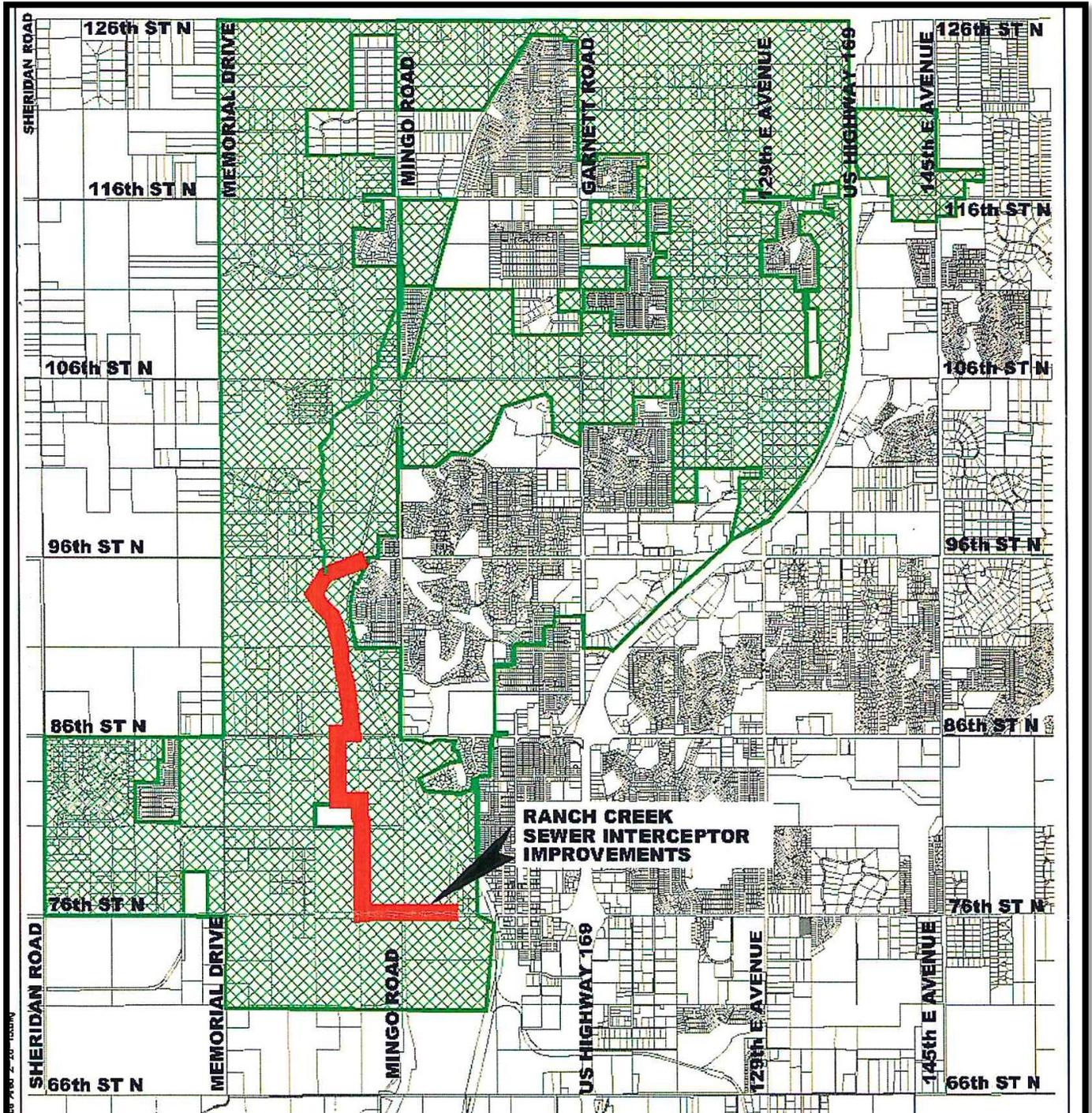
THIS MAP IS FOR INFORMATION PURPOSE ONLY AND IS NOT INTENDED TO REPRESENT AN ACCURATE AND TRUE SCALE. USE OF THIS MAP IS WITHOUT WARRANTY OR REPRESENTATION BY CITY OF OWASSO OF ITS ACCURACY.

**CITY OF OWASSO**  
111 N. Main Street  
P.O. Box 180  
Owasso, OK 74055  
918.376.1500





# "RCSI"



## RANCH CREEK SANITARY SEWER INTERCEPTOR

## CITY OF OWASSO



**RANCH CREEK SANITARY SEWER  
ASSESSMENT AREA**



**RANCH CREEK SANITARY SEWER  
SERVICE BOUNDARY**

2/26/15



North

111 N. Main Street  
P.O. Box 180  
Owasso, OK 74055

918.376.1500

THIS MAP IS FOR INFORMATION PURPOSE ONLY AND IS NOT INTENDED TO REPRESENT AN ACCURATE AND TRUE SCALE. USE OF THIS MAP IS WITHOUT WARRANTY OR REPRESENTATION BY CITY OF OWASSO OF ITS ACCURACY.

## CHAPTER 3

### SEWER SYSTEM

|                  |   |
|------------------|---|
| Section 17-301   | Sewer System Regulations Adopted, Penalty                     |
| Section 17-301-A | 76 <sup>th</sup> Street Sewer Interceptor                     |
| Section 17-303   | Meadowcrest Gravity Sewer Relief Line Assessment Area and Fee |
| Section 17-304   | Elm Creek Sewer Interceptor                                   |
| Section 17-305   | Ranch Creek Sewer Interceptor Assessment Area                 |

#### **SECTION 17-301**      **SEWER SYSTEM REGULATIONS ADOPTED, PENALTY**

The city's sewer system regulations, as approved by the Owasso Public Works Authority, and as adopted by Ordinance No. 426, 1/15/91, and all amendments thereto, are hereby adopted and incorporated herein by reference, applicable as if fully set out at length herein, punishable as provided in Section 1-108 of this code. (Ord. No. 426, 1/15/91)

#### **SECTION 17-301-A**      **76<sup>TH</sup> STREET SEWER INTERCEPTOR**

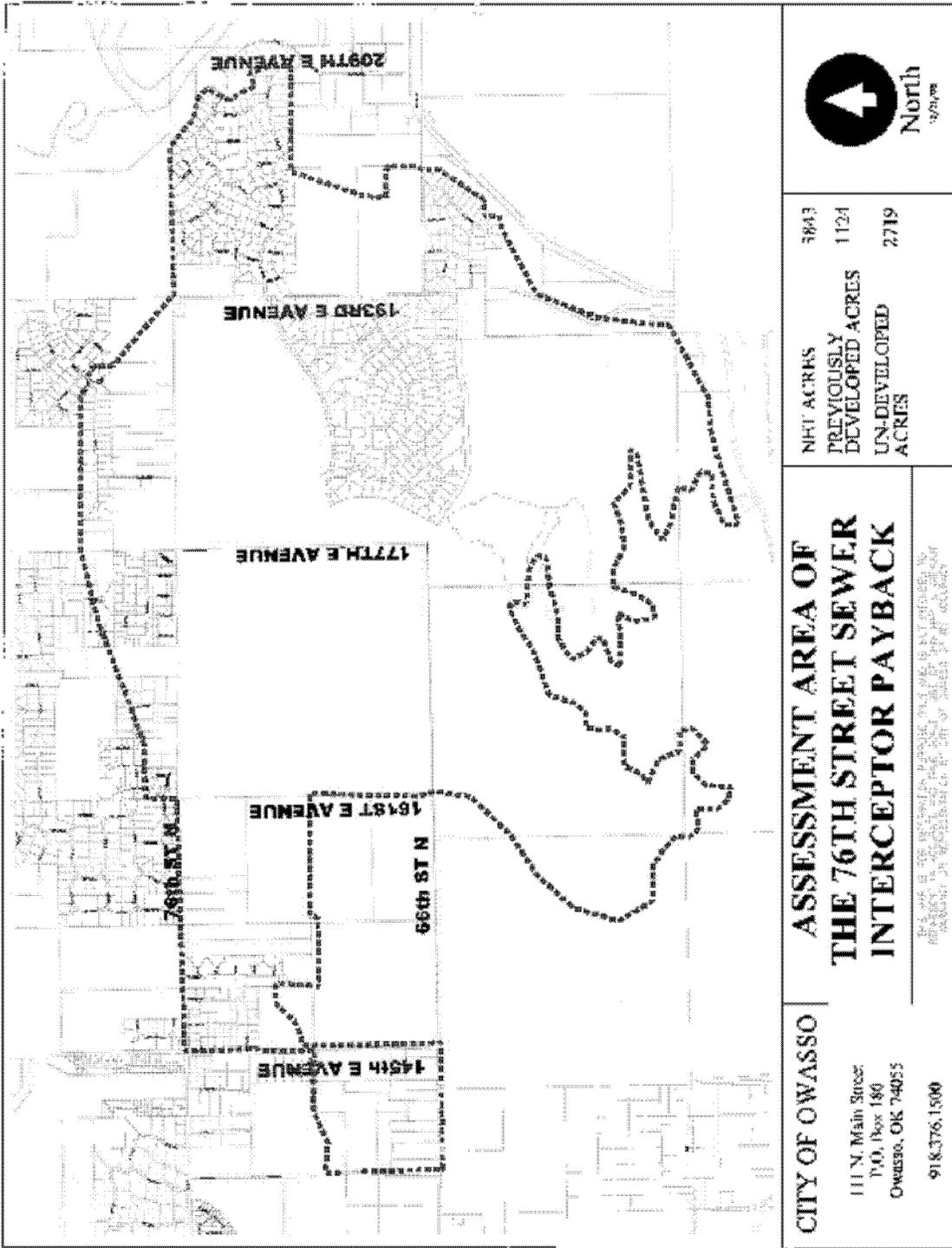
It is the purpose of this ordinance to promote public health, safety and welfare by constructing and maintaining a sewer line from a point between 129<sup>th</sup> East Ave. and 145<sup>th</sup> East Avenue along 76<sup>th</sup> Street North to approximately 193<sup>rd</sup> East Ave. This improvement shall be known as and referred to within this ordinance as the "76<sup>th</sup> Street Sewer Interceptor."

The 76<sup>th</sup> Street Sewer Interceptor is hereby established as the area depicted on the map attached hereto as Exhibit "A." Exhibit "A" shall be made a part of this ordinance. This area shall be designated as the Assessment Area. All property within the Assessment Area may connect to the 76<sup>th</sup> Street Sewer Interceptor subsequent to the effective date of this ordinance.

All costs associated with the construction of the 76<sup>th</sup> Street Sewer Interceptor, including costs for the acquisition of the land, construction costs, professional fees, interest, and other lawful and authorized costs and fees, shall be recouped through an assessment per acre for all property located within the Assessment Area. The assessment amount per acre shall be established subsequent to approval of this Ordinance through adoption of a Resolution by the Owasso Public Works Authority after all costs have been paid and the construction of the 76<sup>th</sup> Street Sewer Interceptor has been completed.

This assessment shall be paid as a fee for sewer services for properties developed henceforth in the Assessment Area. Payment of this assessment is mandatory, and shall be due upon the approval of a final plat. Properties within the Assessment Area which have already been developed shall pay such assessment upon connection to the 76<sup>th</sup> Street Sewer Interceptor.

Properties not located within the Assessment Area may request connection to the 76<sup>th</sup> Street Sewer Street Interceptor. Upon approval of the connection, payment of the assessment becomes mandatory and shall be due upon the approval of a final plat. Properties which have already been developed shall pay such assessment upon connection to the 76<sup>th</sup> Street Sewer Interceptor. (Ord No. 935, 1/6/09; 956, 12/1/09)



|                            |      |
|----------------------------|------|
| NET ACRES                  | 3643 |
| PREVIOUSLY DEVELOPED ACRES | 1124 |
| UN-DEVELOPED ACRES         | 2719 |

**ASSESSMENT AREA OF  
THE 76TH STREET SEWER  
INTERCEPTOR PAYBACK**

**CITY OF OWASSO**  
111 N. Main Street  
P.O. Box 180  
OWASSO, OK 74055  
918.376.1500

THIS MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE CITY OF OWASSO IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.



**SECTION 17-303**

**MEADOWCREST GRAVITY SEWER RELIEF LINE ASSESSMENT AREA AND FEE**

A. It is the purpose of this ordinance to promote public health, safety and welfare by constructing and maintaining a sewer line in the northwest section of town to be known and referred to as the Meadowcrest Gravity Sewer Relief Line, and to further establish both the area included within the Meadowcrest Gravity Sewer Relief Line Assessment Area and the mandatory assessment fee for that area.

B. The Meadowcrest Gravity Sewer Relief Line Assessment Area is hereby established as the area depicted on the map attached hereto as Exhibit "A" which shall be made a part of this ordinance. All property within the Assessment Area may connect to the Meadowcrest Gravity Sewer Relief Line subsequent to the effective date of this ordinance. The complete drainage basin area contains 612 acres from which tracts for the Sports Park, Meadowcrest, Maple Glen, Maple Glen II and a 15 acre designated area have been exempted as shown below. The remaining Assessment Area shall contain 408 acres:

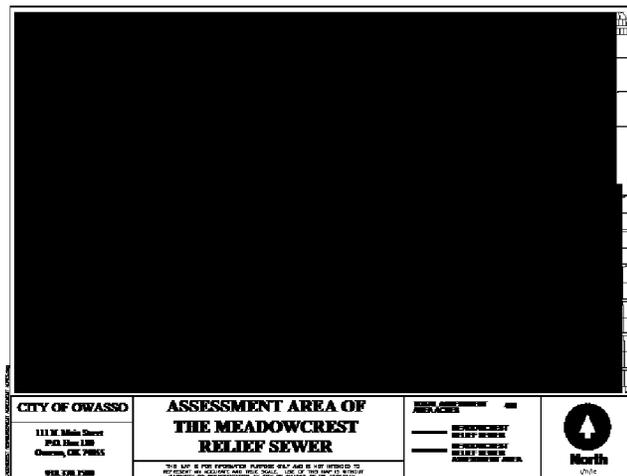
| <u>Tract</u>            | <u>Acres</u> |
|-------------------------|--------------|
| Complete Drainage Basin | 612          |
| Minus:                  |              |
| Sports Park             | 79           |
| Meadowcrest             | 50           |
| Maple Glen              | 24           |
| Maple Glen II           | 36           |
| <u>Designated Area</u>  | <u>15</u>    |

Total Remaining Assessment Area 408 acres

C. A significant portion of the costs associated with the construction of the Meadowcrest Gravity Sewer Relief Line, including costs for the acquisition of right-of-way, construction costs, professional fees, interest, and other lawful and authorized costs and fees, shall be recouped through a per acre assessment fee for all property located within the Assessment Area that is developed and ties in to the Meadowcrest Gravity Relief Line after the effective date of this ordinance. The total cost of the project is \$353,660 resulting in an assessment fee of \$867 per acre.

D. This assessment shall be paid as a fee by properties within the Assessment Area that are authorized to tie into the Meadowcrest Gravity Sewer Relief Line. Payment of the Assessment Fee is mandatory and will be due upon approval of a final plat. Existing single family residents located within the Assessment Area may tap into the Relief Line upon payment of a flat fee of \$867 regardless of the property's acreage. In the event such a property is subsequently subdivided by the owner for future development, payment of the \$867 per acre assessment fee shall be required.

(Ord. 1000 1/17/2012)



**Section 17-304**

**ELM CREEK SEWER INTERCEPTOR**

A. It is the purpose of this ordinance to promote public health, safety and welfare. The Elm Creek Sewer Interceptor was constructed in 1998 to serve the Elm Creek Sewer Drainage Basin. This improvement shall be known as and referred to within this ordinance as the "Elm Creek Sewer Interceptor."

B. The Elm Creek Sewer Interceptor is hereby established as the area depicted on the map attached hereto as Exhibit "A." Exhibit "A" shall be made a part of this ordinance. This area shall be designated as the Assessment Area. All property within the Assessment Area may connect to the Elm Creek Sewer Interceptor subsequent to the effective date of this ordinance.

C. All costs associated with the construction of the Elm Creek Sewer Interceptor shall be recouped through an assessment per acre for all property located within the Assessment Area. The assessment amount per acre was previously established by adoption of a Resolution by the Owasso Public Works Authority and may be amended by Resolution of the Owasso Public Works Authority.

D. This assessment shall be paid as a fee for sewer services for properties developed henceforth in the Assessment Area. Payment of this assessment is mandatory, and shall be due upon the approval of a final plat. Properties within the Assessment Area which have already been developed shall pay such assessment upon connection to the Elm Creek Sewer Interceptor.

E. Properties not located within the Assessment Area may request connection to the Elm Creek Sewer Street Interceptor. Upon approval of the connection, payment of the assessment becomes mandatory, and shall be due upon the approval of a final plat. Properties which have already been developed shall pay such assessment upon connection to the Elm Creek Sewer Interceptor.

F. This ordinance expressly repeals all provisions of Ordinance 596, uncodified, previously adopted on January 5, 1999.

(ORD. 1022 4/16/2013)

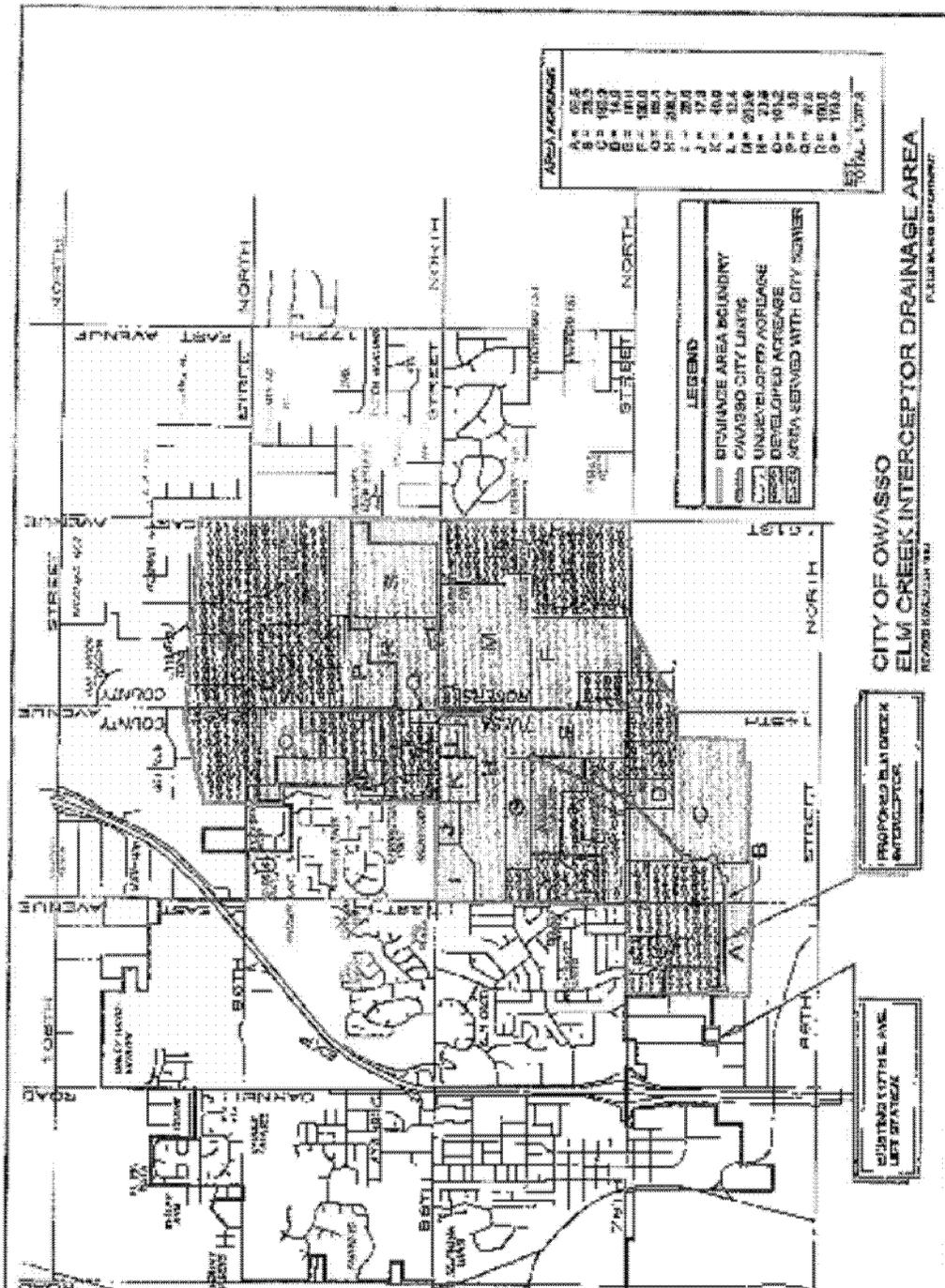


EXHIBIT A – ELM CREEK INTERCEPTOR ASSESSMENT AREA

**SECTION 17-305**

**RANCH CREEK SEWER INTERCEPTOR ASSESSMENT AREA**

A. It is the purpose of this ordinance to promote public health, safety and welfare by constructing and maintaining and improving a sewer line from a point between East 76<sup>th</sup> Street North and East 96<sup>th</sup> Street North adjacent to Mingo Road. This improvement shall be known as and referred to within this ordinance as the "Ranch Creek Sewer Interceptor."

B. The Ranch Creek Sewer Interceptor is hereby established as the area depicted on the map attached hereto as Exhibit "A." Exhibit "A" shall be made a part of this ordinance. This area shall be designated as the Sewer Assessment Area. All property within the Sewer Assessment Area may connect to the Ranch Creek Sewer Interceptor subsequent to the effective date of this ordinance.

C. All costs associated with the construction of the Ranch Creek Sewer Interceptor, including costs for the acquisition of the land, construction costs, professional fees, interest, and other lawful and authorized costs and fees, may be recouped through a per acre assessment for all property located within the Sewer Assessment Area. The assessment amount per acre shall be established subsequent to approval of this Ordinance through adoption of a Resolution by the Owasso Public Works Authority after construction of the Ranch Creek Sewer Interceptor has been completed.

D. This assessment shall be paid as a fee for sewer services for properties developed henceforth in the Sewer Assessment Area. Payment of this assessment is mandatory, and shall be due upon the approval of a final plat. Properties within the Sewer Assessment Area which have already been developed shall pay such assessment upon connection to the Ranch Creek Sewer Interceptor.

E. Properties not located within the Sewer Assessment Area may request connection to the Ranch Creek Sewer Street Interceptor. Upon approval of the connection, payment of the assessment becomes mandatory and shall be due upon the approval of a final plat. Properties which have already been developed shall pay such assessment upon connection to the Ranch Creek Sewer Interceptor.

(Ord. 1049, 3/3/15)

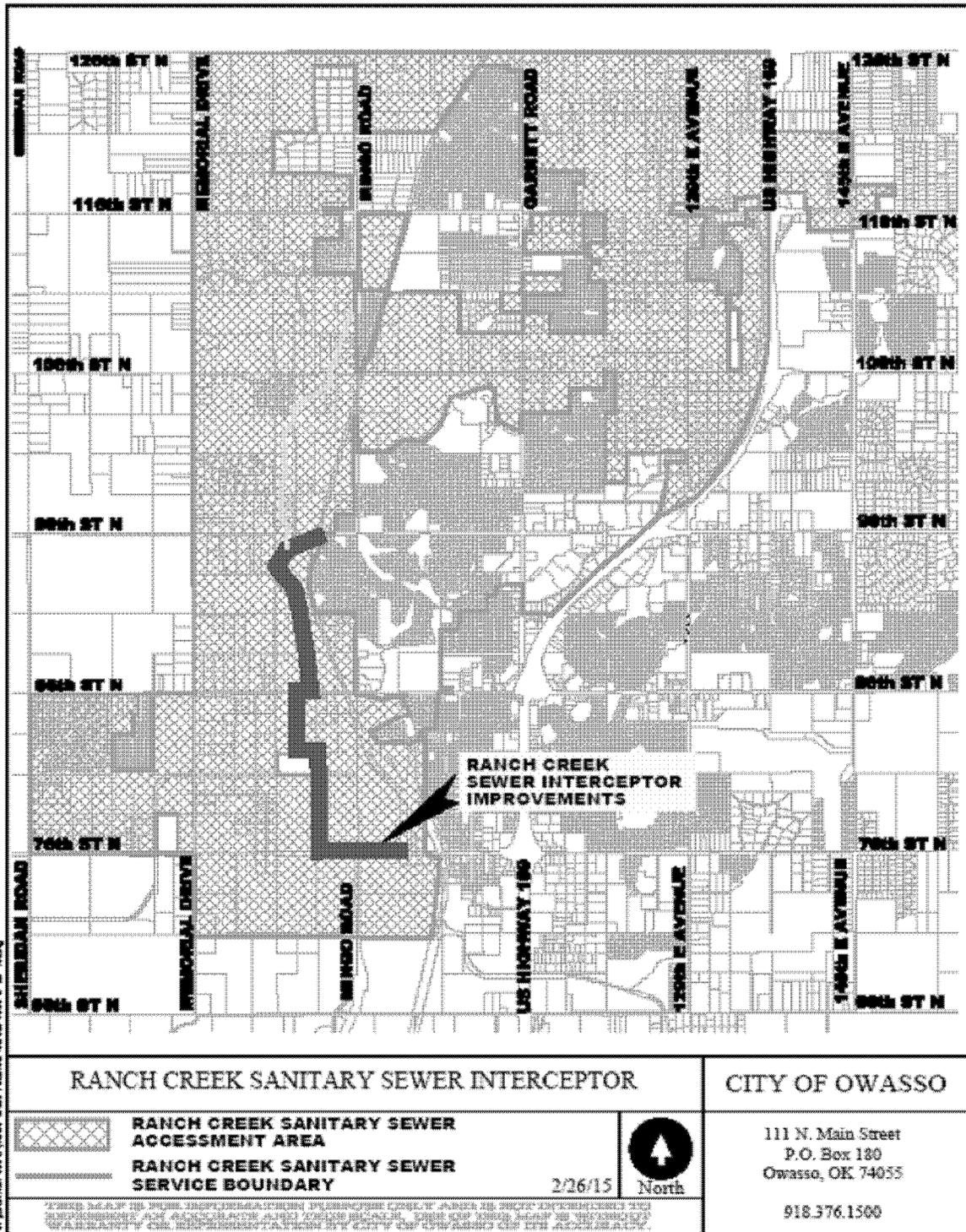


EXHIBIT A – Ranch Creek Sanitary Sewer Assessment Area



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Roger Stevens  
Public Works Director

**SUBJECT:** Ordinance 1072  
Garrett Creek – Morrow Place Sewer Improvement Assessment Area

**DATE:** March 11, 2016

---

**BACKGROUND:**

The Garrett Creek lift station and force main was constructed in 2004. The lift station is currently operating at approximately 80% of its rated capacity and provides sewer service to Garrett Creek Residential and Commercial, Rejoice School, Rejoice Church, Walgreens, McDonalds, Taco Bell, Discount Tire, Village and Ace Hardware.

With the development of Morrow Place and other potential development within the area, City of Owasso and Owasso Land Trust have been working on a solution for several years in order to accommodate the sanitary sewer needs for existing and future development from E 106 St N to E 126 St N and HWY 169 to N 129 E Ave. In 2011, Owasso Land Trust took the initiative and hired Kellogg Engineering to begin the study of the basin and determined a new lift station, force main and gravity line is in need in order to accommodate the existing sanitary sewer flows from the Garrett Creek lift station and future estimated sanitary sewer flow within the basin.

The design is near completion and Owasso Land Trust has requested funding assistance for the future capacity of properties not owned by the Owasso Land Trust. The construction of a new lift station is being proposed to be funded through a public/private partnership. In order for the City of Owasso to receive a return on the investment, City of Owasso is recommending the proposed "Garrett Creek – Morrow Place Sanitary Sewer Assessment Area" be defined and established by an ordinance.

**PROPOSED ASSESSMENT AREA:**

As mentioned above, staff is proposing an ordinance to establish an assessment area. The complete assessment area includes a total of 760 acres as represented on the attached map. The Garrett Creek Residential and Commercial has been deducted from the assessment area acreage. Should the sanitary sewer assessment area be approved, a per-acre assessment fee will be calculated using the final project cost, to be determined upon completion of the construction phase.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 1072 to establish the Garrett Creek – Morrow Place Sewer Improvement Assessment Area.

**ATTACHMENT:**

Ordinance 1072, Garrett Creek – Morrow Place Sewer Improvement Assessment Area

**CITY OF OWASSO  
ORDINANCE 1072**

**AN ORDINANCE RELATING TO PART 17 UTILITIES, CHAPTER 3, SEWER SYSTEM, SECTION 17-306, GARRETT CREEK-MORROW PLACE SEWER IMPROVEMENT ASSESSMENT AREA, OF THE CODE OF ORDINANCES OF THE CITY OF OWASSO, OKLAHOMA, DESIGNATING THE GARRETT CREEK-MORROW PLACE SEWER IMPROVEMENT PROJECT AND ESTABLISHING A SEWER ASSESSMENT AREA.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, THAT, TO-WIT:**

**SECTION ONE (1):** Part 17, Utilities, Chapter 3, Sewer System, of the Code of Ordinances of the City of Owasso, Oklahoma, shall be amended by providing and codifying as follows:

**SECTION 17-306 GARRETT CREEK-MORROW PLACE SEWER IMPROVEMENT ASSESSMENT AREA**

The Garrett Creek-Morrow Place Sewer Improvement Project will be constructed to accommodate the sanitary sewer needs for existing and future development from E 106 St N to E 126 St N and HWY 169 to N 129 E Ave and is hereby established as a "Designated Sewer Improvement." The area depicted on the map attached hereto as Exhibit "GCMPSI" shall be made a part of this ordinance and shall be designated as the Garrett Creek-Morrow Place Sewer Improvement (GCMPSI) Assessment Area. The Garrett Creek Residential and Commercial area (134.5 acres) depicted on the map shall be exempt from the assessment fee.

**SECTION TWO (2): REPEALER**

All ordinances or parts of ordinances, in conflict with this ordinance are repealed to the extent of the conflict only.

**SECTION THREE (3): SEVERABILITY**

If any part or parts of this ordinance are held invalid or ineffective, the remaining portion shall not be affected but remain in full force and effect.

**SECTION FOUR (4): DECLARING AN EFFECTIVE DATE**

The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

**SECTION FIVE (5): CODIFICATION**

The City of Owasso Code of Ordinances is hereby amended by enacting an ordinance to be codified in Part 17, Chapter 3, as Section 17-306.

**PASSED** by the City Council of the City of Owasso, Oklahoma on the 15<sup>th</sup> day of March 2016.

\_\_\_\_\_  
Jeri Moberly, Mayor

(S E A L)

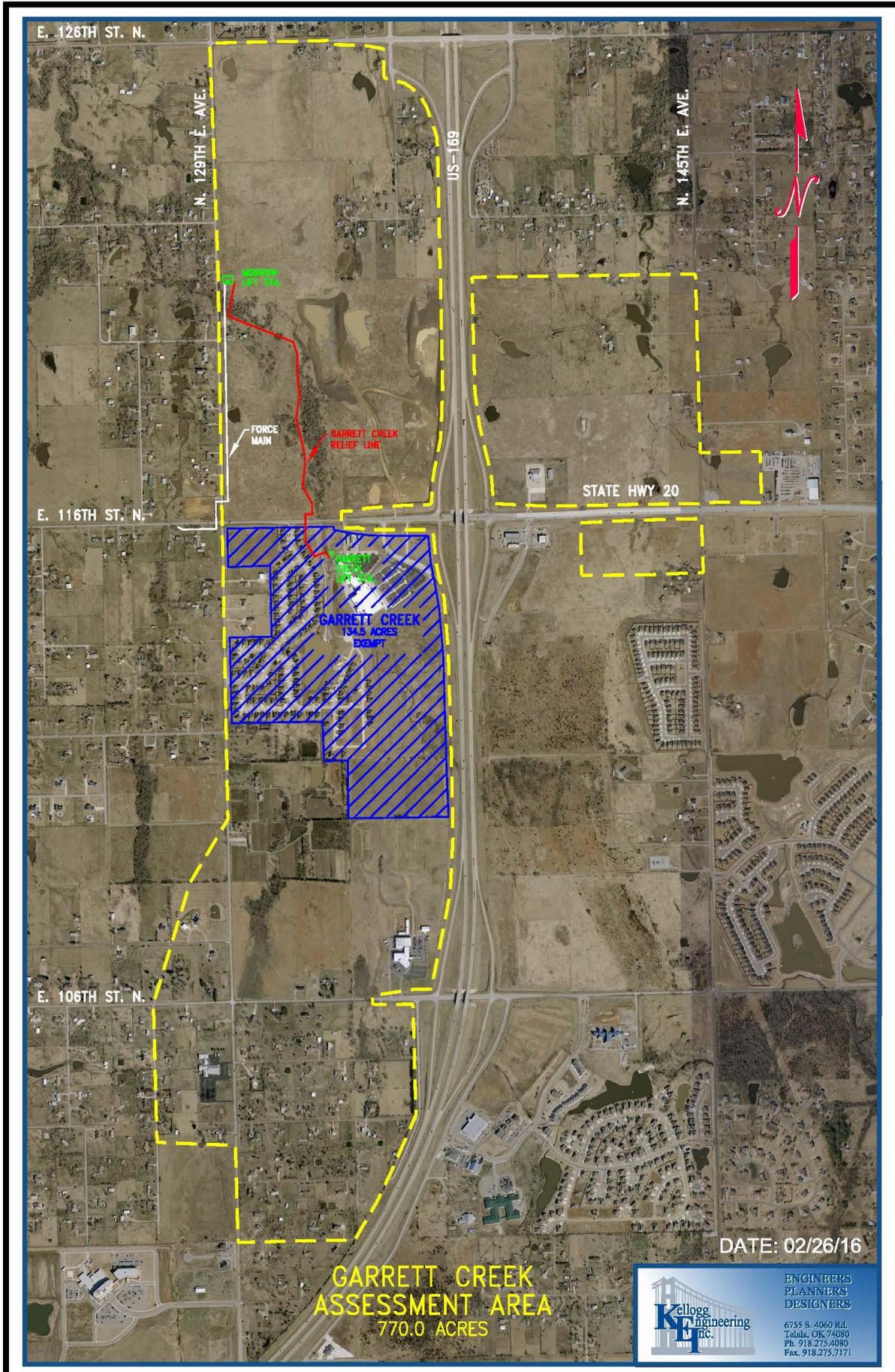
**ATTEST:**

\_\_\_\_\_  
Sherry Bishop, City Clerk

**APPROVED** as to form and legality this \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Julie Lombardi, City Attorney

# "GCMPSI"



**GARRETT CREEK  
ASSESSMENT AREA**  
770.0 ACRES



ENGINEERS  
PLANNERS  
DESIGNERS  
  
6755 S. 4060 RD.  
Tulsa, OK 74090  
Ph. 918.275.4080  
Fax. 918.275.7171



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Roger Stevens  
Public Works Director

**SUBJECT:** Right of Way Acquisition for the Garnett Road Improvements from East 96<sup>th</sup> Street  
North and East 106<sup>th</sup> Street North

**DATE:** March 11, 2016

---

**BACKGROUND:**

City staff is currently involved in the acquisition of rights of way and easements for the Garnett Road Improvements from East 96<sup>th</sup> Street North and East 106<sup>th</sup> Street North. As a part of those acquisitions, negotiations for the purchase of land from Linda Gail Taylor and Lue Del Coleman, for 4,375 square feet of right of way, have been successfully completed.

**DESCRIPTION/PURCHASE PRICE:**

Linda Gail Taylor and Lue Del Coleman - The appraised value of the right of way is \$7.25 per square foot, for a purchase price of \$31,719. Compensation for damages and permanent easement in the amount of \$14,273 was included in addition to the right of way cost, for a total offer of \$45,992 (see attachment).

**FUNDING:**

Funding for this purchase is available from the Capital Improvements Fund.

**RECOMMENDATION:**

Staff recommends approval to purchase right of way, easement and compensation for damages in the amount of \$45,992 to Linda Gail Taylor and Lue Del Coleman, and authorization for payment.

**ATTACHMENTS:**

Signed Agreement – Linda Gail Taylor and Lue Del Coleman  
Site Map

Mike Craddock  
Terra Acquisition Services  
8301 East 74th Place  
Tulsa, OK 74133

February 9, 2016

Linda Gail Taylor and Lue Del Coleman  
11049 East 99<sup>th</sup> Street North  
Owasso, OK 74055

RE: City of Owasso Road Widening Project  
Job No. 30742(04)  
North Garnett Road - Parcel 7

Dear Ms. Taylor and Ms. Coleman:

Terra Acquisition Services is working under Contract with City of Owasso to acquire the right of way and easements for improving the roadway and drainage in the area.

The appraisal and review have been completed on your tract and a copy of the review appraisal is enclosed. I also enclosed the copy of the documents that will be needed.

I have included an offer letter from the City of Owasso. This offer letter is based on the appraisal for a total of \$45,992.00. The temporary easements needed are for the tie-it to the new driveway approaches to be constructed with project. The temporary easements are not filed of record and state that they are only for a limited time.

If this offer meets with your approval, I would request that you acknowledge with your signature below. I will need to obtain this signed letter and the enclosed W-9 so the check can be processed. It will take about three weeks in order to obtain the check.

If you have any questions please feel free to contact me at the number listed above to discuss this project.

Sincerely,

Agreed to:



Mike R. Craddock  
Terra Acquisition Services

Linda Gail Taylor 2-23-16  
Date

Lue Del Coleman 2-23-16  
Date

Cc Roger Stevens, Public Works Director

918-605-1436





**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Julie Trout Lombardi  
City Attorney and General Counsel

**SUBJECT:** Authorization to Initiate Condemnation Proceedings to Acquire Property for the North Garnett Road Widening Project from 96<sup>th</sup> Street North to 106<sup>th</sup> Street North

**DATE:** March 11, 2016

---

**BACKGROUND:**

The City of Owasso is currently in the process of acquiring private property along Garnett Road as public right-of-way (ROW) in accordance with the North Garnett Road Widening Project from 96<sup>th</sup> Street North to 106<sup>th</sup> Street North. Parcel No. 5 is located at 9801 North Garnett Road, is approximately 11,080 square feet in size and is owned by Cavins Owasso, 1, LLC. An appraisal of this property was performed on or about November 22, 2015, at the City's request. As a result of that appraisal, an Offer Letter was submitted to the property owner on January 28, 2016, offering to acquire the ROW and compensate the landowner for resultant damages in the amount of \$98,308. A response was received from the landowner on February 8, 2016, rejecting that offer.

Based upon the foregoing, it has become apparent that condemnation is the sole mechanism available to the City to obtain the necessary ROW on the Cavins Owasso, 1, LLC, parcel. The ROW in question will be utilized for a public purpose; therefore a condemnation action is both warranted and appropriate. The City obtained an appraisal of the property and offered the landowners a fair price equaling the property's Fair Market Value plus additional damages. Due to the landowner's refusal to accept this offer, City staff believes that agreement upon a mutually acceptable purchase price cannot be reached through additional negotiation. Therefore, staff submits that a Resolution of Necessity authorizing the filing and prosecution of a condemnation action is appropriate and required to obtain needed ROW from the Cavins Owasso, 1, LLC, property.

**RECOMMENDATION:**

Staff recommends approval of Resolution 2016-02 authorizing the filing and prosecution of a condemnation action to obtain the necessary ROW on the Cavins Owasso, 1, LLC, property described therein.

**ATTACHMENTS:**

Offer Letter to Property Owner, dated January 28, 2016  
Landowner Letter Rejecting Offer and Requesting Condemnation Proceedings, dated February 8, 2016  
Response Letter from Roger Stevens, dated February 9, 2016  
Resolution 2016-02

Project: STP-XXXX  
City of Owasso  
Parcel: 5  
J/P: 30742 (04)

## OFFER LETTER

Dear: Vickie L. Mann  
Cavins Owasso I, LLC  
PO Box 1153  
Denton, TX 76202

A road widening improvement project has been planned for construction in your area. The project will require that the City of Owasso will acquire right-of-way across the property which you own or in which you have an interest. The agent presenting this letter has explained the project and its effects upon you and your property and is making an offer to acquire the right-of-way from you in the name of City of Owasso.

Our offer is as follows:

To acquire right-of-way      \$98,308.00

Of the amount \$11,982.00 is compensation for Cost to Cure Damages.

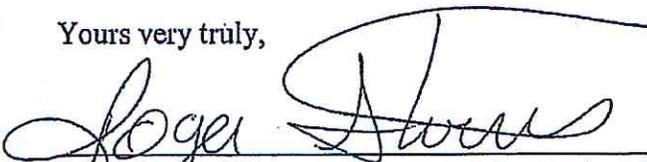
Total Offer w/damages is \$98,308.00

The agent making you the offer is not authorized to change the amount.

The above offer is the amount the City of Owasso has determined to be the Fair Market Value of the part of your property needed inclusive of damages (if any) to your remaining property. This is a firm offer made according to statutory requirements; however, there is no prohibition against you donating the land for the right-of-way, if you wish to do so.

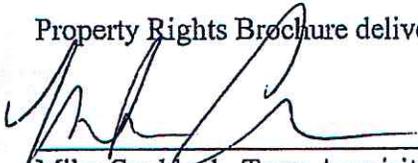
If it is necessary for you to move any of your personal property, you will be given 90 days from the date shown below to clear the right-of-way. Your consideration of our purchase offer to buy your property will be appreciated.

Yours very truly,



Roger Stevens, City of Owasso Public Works Director

Property Rights Brochure delivered and written offer made by:



Mike Craddock, Terra Acquisition Services

Date: 1-28-14 / 11-6-15  
(Date Written Offer and Property Rights Brochure delivered)

February 08, 2016

Roger Stevens  
Public Works Director  
City of Owasso  
Owasso, Oklahoma 74055

Re: Offer Letter, Project STP-XXXX, Parcel 5, J/P: 30742 (04)

Mr. Stevens:

This letter will acknowledge receipt by Cavins Owasso I, LLC (hereafter "Owner") of the City of Owasso's (hereafter "City") "firm offer" for the purchase of unspecified tracts of land owned by the undersigned and more particularly described in the materials accompanying your offer letter.

After careful consideration, the undersigned rejects your offer and refuses to donate said tracts to the City of Owasso. Further, Owner requests that you immediately submit to the Owasso City Council for their February 16, 2016 council meeting an appropriate resolution authorizing the initiation of the condemnation process for the tracts should you still have a desire to acquire the tracts.

Please use the contact information below for all necessary communication with Owner.

Sincerely yours,

CAVINS OWASSO, I, LLC

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

Vickie L. Mann, Member/Manager

10001 Hanford Dr.  
Denton, TX 76207  
940-262-0441  
[vmann@privacyabroad.com](mailto:vmann@privacyabroad.com)

C: Mike R. Craddock, Terra Acquisition Services

February 9, 2016

Vickie L. Mann  
Cavins Owasso, 1, LLC  
10001 Hanford Drive  
Denton, TX 76207

VIA: [vamann@privacyabroad.com](mailto:vamann@privacyabroad.com)

RE: City of Owasso Garnett Road Widening Project  
Parcel 5 J/P 30742(04)

Dear Mrs. Mann:

The City of Owasso is in receipt of your letter dated 2-08-16 requesting the initiation of the condemnation process for your tract.

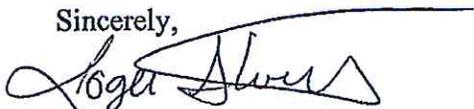
I wanted to clarify some items based on your letter. You were provided the specific land areas needed that include the specific legal descriptions for the needed right of way and easements.

You were provided the appraisal and the review appraisal and copies of the legal documents. You were also provided an Offer letter which stated the City of Owasso would pay to Cavins Owasso, 1, LLC a total of \$98,308.00.

However, per your letter rejecting the City of Owasso's offer, we will commence our process and will notify the legal counsel once we are informed of who will be representing Cavins Owasso, 1, LLC.

If you have any questions please feel free to contact me.

Sincerely,



Roger Stevens  
PWD  
City of Owasso

Cc; Mike Craddock

**CITY OF OWASSO, OKLAHOMA  
RESOLUTION 2016-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, RESOLVING THE NECESSITY OF INSTITUTING AND PROSECUTING CONDEMNATION PROCEDURES TO OBTAIN PERMANENT RIGHT-OF-WAY AND TEMPORARY AND PERMANENT EASEMENTS FOR THE NORTH GARNETT ROAD WIDENING PROJECT FROM 96<sup>TH</sup> STREET NORTH TO 106<sup>TH</sup> STREET NORTH.**

**WHEREAS:** The City of Owasso, by and through officers and agents thereof, has endeavored to obtain permanent right-of-way for the legal description of property, attached hereto and marked Exhibit "A," deemed necessary for the Garnett Road Widening Project from 96<sup>th</sup> Street North to 106<sup>th</sup> Street from the landowner, Cavins Owasso, 1, LLC;

**WHEREAS:** In connection with such efforts to obtain the needed permanent right-of-way consensually, the City of Owasso, by and through officers and agents thereof, has made a bona fide good faith offer to purchase same; and,

**WHEREAS:** The above-referred landowner has not accepted such offer and by reason thereof, condemnation proceedings, as provided for under the Constitution and Statutes of the State of Oklahoma, are necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, THAT:** Officers and agents of the City of Owasso, Oklahoma, are hereby authorized to initiate, and prosecute to the conclusion thereof, condemnation proceedings against the above-named landowner to obtain the necessary permanent right-of-way, temporary easements and permanent easement as set forth in Exhibit "A" hereto, as well as any additional relief to which the City of Owasso, Oklahoma, may, by law, be entitled to.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of March, 2016, by the City Council of the City of Owasso, Oklahoma.

\_\_\_\_\_  
Jeri Moberly, Mayor

Attest:

\_\_\_\_\_  
Sherry Bishop, City Clerk

Approved As To Form:

\_\_\_\_\_  
Julie Trout Lombardi,  
City Attorney

|         |                             |
|---------|-----------------------------|
| Project | North Garnett Road Widening |
| Parcel  | 5, 5.1                      |
| Owner   | Cavins Owasso I, LLC        |
| County  | Tulsa                       |
| Sec. 17 | T-21-N, R-14-E, I.B.&M.     |

LEGAL DESCRIPTION

5. PERMANENT RIGHT-OF-WAY

A tract of land located in the Southwest Quarter (SW/4) of Section Seventeen (17) of Township Twenty-one (21) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Tulsa County, State of Oklahoma; being more particularly described as follows:

Commencing at the SW corner of the SW/4 of Sec. 17, T-21-N, R-14-E, I.B.&M.; Thence N 01°10'25" W along the west line of said SW/4 a distance of 991.81 feet to the Point of Beginning; Thence N 01°10'25" W a distance of 330.71 feet; Thence N 88°44'53" E a distance of 50.00 feet; Thence S 01°10'25" E a distance of 330.72 feet; Thence S 88°45'22" W a distance of 50.00 feet to the Point of Beginning.

Basis of bearing is the Oklahoma State Plane Coordinate System.

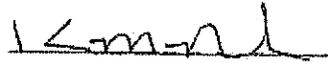
5.1 TEMPORARY RIGHT-OF-WAY

A tract of land located in the Southwest Quarter (SW/4) of Section Seventeen (17) of Township Twenty-one (21) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Tulsa County, State of Oklahoma; being more particularly described as follows:

Commencing at the SW corner of the SW/4 of Sec. 17, T-21-N, R-14-E, I.B.&M.; Thence N 01°10'25" W along the west line of said SW/4 a distance of 991.81 feet; Thence N 88°45'22" E a distance of 50.00 feet to the Point of Beginning; Thence N 01°10'25" W a distance of 10.00 feet; Thence N 88°45'22" E a distance of 45.00 feet; Thence S 01°10'25" E a distance of 10.00 feet; Thence S 88°45'22" W a distance of 45.00 feet to the Point of Beginning.

I, Kevin M Newlun, P.L.S., Benchmark Surveying and Land Services, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-27-15  
Signature Date

  
Kevin M Newlun, PLS OK 1289  
C.A. No. 2235  
Expires: 06-30-16

Sheet 2 of 4

**Exhibit "A"**

|         |                             |
|---------|-----------------------------|
| Project | North Garnett Road Widening |
| Parcel  | 5.2, 5.3                    |
| Owner   | Cavins Owasso I, LLC        |
| County  | Tulsa                       |
| Sec. 17 | T-21-N, R-14-E, I.B.&M.     |

LEGAL DESCRIPTION

5.2 TEMPORARY RIGHT-OF-WAY

A tract of land located in the Southwest Quarter (SW/4) of Section Seventeen (17) of Township Twenty-one (21) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Tulsa County, State of Oklahoma; being more particularly described as follows:

Commencing at the SW corner of the SW/4 of Sec. 17, T-21-N, R-14-E, I.B.&M.; Thence N 01°10'25" W along the west line of said SW/4 a distance of 1141.51 feet; Thence N 88°49'35" E a distance of 50.00 feet to the Point of Beginning; Thence N 01°10'25" W a distance of 80.00 feet; Thence N 88°49'35" E a distance of 65.00 feet; Thence S 01°10'25" E a distance of 60.00 feet; Thence S 88°49'35" W a distance of 65.00 feet to the Point of Beginning.

5.3 TEMPORARY RIGHT-OF-WAY

A tract of land located in the Southwest Quarter (SW/4) of Section Seventeen (17) of Township Twenty-one (21) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Tulsa County, State of Oklahoma; being more particularly described as follows:

Commencing at the SW corner of the SW/4 of Sec. 17, T-21-N, R-14-E, I.B.&M.; Thence N 01°10'25" W along the west line of said SW/4 a distance of 1322.52 feet; Thence N 88°44'53" E a distance of 50.00 feet to the Point of Beginning; Thence N 88°44'53" E a distance of 47.00 feet; Thence S 01°10'25" E a distance of 30.00 feet; Thence S 88°44'53" W a distance of 47.00 feet; Thence N 01°10'25" W a distance of 30.00 feet to the Point of Beginning.

I, Kevin M Newlun, P.L.S., Benchmark Surveying and Land Services, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-27-15  
Signature Date

Kevin M Newlun  
Kevin M Newlun, PLS OK 1289  
C.A. No. 2235  
Expires: 06-30-16

Sheet 3 of 4

|         |                             |
|---------|-----------------------------|
| Project | North Garnett Road Widening |
| Parcel  | 5.A                         |
| Owner   | Cavins Owasso I, LLC        |
| County  | Tulsa                       |
| Sec. 17 | T-21-N, R-14-E, I.B.&M.     |

LEGAL DESCRIPTION  
5.A PERPETUAL EASEMENT

A tract of land located in the Southwest Quarter (SW/4) of Section Seventeen (17) of Township Twenty-one (21) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Tulsa County, State of Oklahoma; being more particularly described as follows:

Commencing at the SW corner of the SW/4 of Sec. 17, T-21-N, R-14-E, I.B.&M.; Thence N 01°10'25" W along the west line of said SW/4 a distance of 991.81 feet; Thence N 88°45'22" E a distance of 50.00 feet to the Point of Beginning; Thence N 01°10'25" W a distance of 330.72 feet; Thence N 88°44'53" E a distance of 10.00 feet; Thence S 01°10'25" E a distance of 330.72 feet; Thence S 88°45'22" W a distance of 10.00 feet to the Point of Beginning.

8-27-15  
Signature Date

Kevin M. Newlun  
Kevin M Newlun, PLS OK 1289  
C.A. No. 2235  
Expires: 06-30-16

Sheet 4 of 4

CITY OF OWASSO  
GENERAL FUND  
PAYROLL PAYMENT REPORT  
PAY PERIOD ENDING 03/05/16

| <u>Department</u>                  | <u>Payroll Expenses</u> | <u>Total Expenses</u> |
|------------------------------------|-------------------------|-----------------------|
| Municipal Court                    | 5,371.73                | 8,138.14              |
| Managerial                         | 21,441.72               | 30,460.92             |
| Finance                            | 15,282.33               | 24,483.17             |
| Human Resources                    | 8,189.05                | 13,601.51             |
| Community Development              | 15,653.48               | 25,002.29             |
| Engineering                        | 16,040.04               | 24,360.40             |
| Information Systems                | 13,850.04               | 21,212.22             |
| Support Services                   | 8,192.46                | 12,422.33             |
| Cemetery                           | 1,219.60                | 1,852.48              |
| Police Grant Overtime              | 3,080.62                | 3,121.58              |
| Central Dispatch                   | 20,669.28               | 35,075.84             |
| Animal Control                     | 3,394.00                | 5,160.86              |
| Emergency Preparedness             | 1,737.93                | 2,490.40              |
| Stormwater/ROW Maint.              | 5,817.65                | 8,857.93              |
| Park Maintenance                   | 8,052.93                | 12,277.39             |
| Culture/Recreation                 | 4,955.88                | 8,155.85              |
| Community-Senior Center            | 3,820.33                | 6,580.06              |
| Historical Museum                  | 654.40                  | 734.75                |
| Economic Development               | 3,317.09                | 4,384.85              |
| <u>General Fund Total</u>          | <u>160,740.56</u>       | <u>248,372.97</u>     |
| <br>                               |                         |                       |
| <u>Garage Fund Total</u>           | <u>4,687.60</u>         | <u>7,738.24</u>       |
| <br>                               |                         |                       |
| <u>Ambulance Fund Total</u>        | <u>365.00</u>           | <u>409.82</u>         |
| <br>                               |                         |                       |
| <u>Fire Fund 37 Total</u>          | <u>150,920.73</u>       | <u>230,525.93</u>     |
| <br>                               |                         |                       |
| <u>Police Fund 38 Total</u>        | <u>138,695.74</u>       | <u>214,332.50</u>     |
| <br>                               |                         |                       |
| <u>Streets Fund 39 Total</u>       | <u>8,867.17</u>         | <u>14,879.55</u>      |
| <br>                               |                         |                       |
| <u>Stormwater Fund 27 Total</u>    | <u>-</u>                | <u>-</u>              |
| <br>                               |                         |                       |
| <u>Worker's Compensation Total</u> | <u>4,109.39</u>         | <u>4,915.02</u>       |
| <br>                               |                         |                       |
| <u>Strong Neighborhoods Total</u>  | <u>3,726.90</u>         | <u>5,492.68</u>       |

CITY OF OWASSO  
 HEALTHCARE SELF INSURANCE FUND  
 CLAIMS PAID PER AUTHORIZATION OF ORDINANCE #789 AS OF 3/10/16

| <u>VENDOR</u> | <u>DESCRIPTION</u>                   | <u>AMOUNT</u>            |
|---------------|--------------------------------------|--------------------------|
| AETNA         | HEALTHCARE MEDICAL SERVICE           | 30,185.88                |
|               | HEALTHCARE MEDICAL SERVICE           | 66,250.21                |
|               | HEALTHCARE MEDICAL SERVICE           | 33,742.14                |
|               | HEALTHCARE MEDICAL SERVICE           | 2,425.29                 |
|               | ADMIN FEES                           | 13,079.12                |
|               | STOP LOSS FEES                       | 47,301.48                |
|               | HEALTHCARE DEPT TOTAL                | <u>192,984.12</u>        |
| DELTA DENTAL  | DENTAL MEDICAL SERVICE               | 2,787.00                 |
|               | ADMIN FEES                           | 2,480.98                 |
|               | DENTAL DEPT TOTAL                    | <u>5,267.98</u>          |
| VSP           | VISION MEDICAL SERVICES              | 2,832.66                 |
|               | VISION DEPT TOTAL                    | <u>2,832.66</u>          |
|               | HEALTHCARE SELF INSURANCE FUND TOTAL | <u><u>201,084.76</u></u> |

CITY OF OWASSO  
GENERAL FUND & HALF-PENNY SALES TAX  
FISCAL YEAR 2015-2016  
Budgetary Basis  
Statement of Revenues & Expenditures  
As of February 29, 2016

|                                       | MONTH<br>TO-DATE      | YEAR<br>TO-DATE        | BUDGET                 | PERCENT<br>OF BUDGET |
|---------------------------------------|-----------------------|------------------------|------------------------|----------------------|
| <b>REVENUES:</b>                      |                       |                        |                        |                      |
| Taxes                                 | \$ 2,833,286          | \$ 20,932,910          | \$ 29,586,666          | 70.75%               |
| Licenses & permits                    | 24,825                | 169,550                | 257,800                | 65.77%               |
| Intergovernmental                     | 58,137                | 541,612                | 820,272                | 66.03%               |
| Charges for services                  | 77,940                | 461,173                | 660,755                | 69.79%               |
| Fines & forfeits                      | 88,682                | 440,072                | 744,985                | 59.07%               |
| Other                                 | 18,036                | 106,525                | 113,021                | 94.25%               |
| <b>TOTAL REVENUES</b>                 | <b>\$ 3,100,905</b>   | <b>\$ 22,651,842</b>   | <b>\$ 32,183,500</b>   | <b>70.38%</b>        |
| <b>EXPENDITURES:</b>                  |                       |                        |                        |                      |
| Personal services                     | \$ (1,311,569)        | \$ (10,735,799)        | \$ (17,590,054)        | 61.03%               |
| Materials & supplies                  | (90,048)              | (570,629)              | (1,080,447)            | 52.81%               |
| Other services                        | (98,704)              | (1,199,368)            | (2,052,282)            | 58.44%               |
| Capital outlay                        | (89,982)              | (651,939)              | (3,175,561)            | 20.53%               |
| <b>TOTAL EXPENDITURES</b>             | <b>\$ (1,590,303)</b> | <b>\$ (13,157,735)</b> | <b>\$ (23,898,344)</b> | <b>55.06%</b>        |
| <b>REVENUES OVER EXPENDITURES</b>     | <b>\$ 1,510,602</b>   | <b>\$ 9,494,107</b>    | <b>\$ 8,285,156</b>    |                      |
| <b>TRANSFERS IN (OUT):</b>            |                       |                        |                        |                      |
| Transfers in - Sales Tax              | \$ 1,417,979          | \$ 10,566,678          | \$ 15,251,007          | 69.29%               |
| Transfers in - RAN Financing          | -                     | 330,000                | 330,000                | 100.00%              |
| Transfers out                         | (2,296,904)           | (16,657,404)           | (23,850,000)           | 69.84%               |
| <b>TOTAL TRANSFERS</b>                | <b>\$ (878,926)</b>   | <b>\$ (5,760,726)</b>  | <b>\$ (8,268,993)</b>  | <b>69.67%</b>        |
| <b>NET CHANGE IN FUND BALANCE</b>     | <b>\$ 631,677</b>     | <b>\$ 3,733,381</b>    | <b>\$ 16,163</b>       |                      |
| <b>FUND BALANCE (Budgetary Basis)</b> |                       |                        |                        |                      |
| Beginning Balance                     |                       | 3,092,827              | 3,092,827              |                      |
| Ending Balance                        |                       | <b>\$ 6,826,208</b>    | <b>\$ 3,108,990</b>    |                      |