

PUBLIC NOTICE OF THE MEETING OF THE  
OWASSO CITY COUNCIL

RECEIVED

APR 01 2016



Council Chambers, Old Central Building  
109 N Birch, Owasso, OK 74055  
Regular Meeting  
Tuesday, April 5, 2016 - 6:30 pm

City Clerk's Office

1. **Call to Order**  
Mayor Jeri Moberly
2. **Invocation**  
Pastor Chris Wall, Senior Pastor of First Baptist Church
3. **Flag Salute**
4. **Roll Call**
5. **Presentation of the Character Trait of Forgiveness**  
Scott Pallett, former Character Council Member
6. **Presentation of the Employee of the Quarter**  
Warren Lehr
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 – March 15, 2016, Regular Meeting
  - B. Approve claims
  - C. Accept public infrastructure improvements:
    - 11103 E 103<sup>rd</sup> St N (Oxford Glen)
    - 9700 N Garnett Rd (Express Laundry)
  - D. Approve Ordinance 1074, enacting Council approval (March 15, 2016) closing to the public use a portion of a utility and drainage easement located in the northwest quarter of the southeast quarter (NW/4 SE/4) of Section 32, Township 21 North, Range 14 East filed as document number 2013026016 and 2013026017 in Tulsa County, State of Oklahoma (Keys Landing II - West side of 129<sup>th</sup> E Ave approximately ½ mile south of E 76<sup>th</sup> St N)
  - E. Approve Ordinance 1075, enacting Council approval (March 15, 2016) accepting, adding, and annexing to the City of Owasso, Oklahoma, additional lands and territory as referenced in annexation case OA-16-01 and approving zoning application number OZ-16-02 changing the zoning of property located in the southwest corner of the southwest quarter of the southwest quarter (SW/4 SW/4) of Section Five (5), Township Twenty-one (21) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. government survey thereof, provided that from and after the passage and publication of this ordinance that all of the real property within said territory herein described shall be a part of the City of Owasso, Oklahoma, and further declaring that all persons residing therein shall be subject to the jurisdiction, control, laws, and ordinances of the City of Owasso, Oklahoma establishing the same as part of ward one of said city and directing the filing of this ordinance, and repealing all ordinances or parts of ordinances in conflict herewith
  - F. Accept the donation from Southern Agriculture and approve a budget amendment in the Police Department, Half-Penny Sales Tax Fund, increasing the estimated revenue and the appropriation for expenditures by \$681

- G. Accept the donation from Ascension Health and approve a budget amendment in the Ambulance Service Fund, increasing the estimated revenue and the appropriation for expenditures by \$400
- H. Declare the following nine (9) vehicles as surplus to the needs of the City of Owasso and approve their disposal via online auction:
  - 1999 Ford Explorer (VIN: 1FMZU32X5XZA01461)
  - 2003 Ford Crown Victoria (VIN: 2FAFP71W83X152072)
  - 2003 Ford Crown Victoria (VIN: 2FAFP71W3X152074)
  - 2003 Ford Crown Victoria (VIN: 2FAFP71W83X152069)
  - 2003 Ford Crown Victoria (VIN: 2FAFP71W63X152071)
  - 2005 Ford Crown Victoria (VIN: 2FAFP71W75X114061)
  - 2005 Ford Crown Victoria (VIN: 2FAFP71W35X170241)
  - 2005 Ford Crown Victoria (VIN: 2FAFP71W15X171873)
  - 2005 Ford Crown Victoria (VIN: 2FAFP71W45X170233)

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

- 9. Consideration and appropriate action relating to PUD-16-02 (OZ-16-03), Owasso Senior Living (13707 E 96<sup>th</sup> St N)**  
Bronce Stephenson

Staff recommends approval of OPUD 16-02 and OZ-16-03, with the following conditions:

- The number of units be maximum of 31.
- A community garden area be provided for the residents.
- At least two (2) trees or large shrubs per unit be provided on the site.
- A screening berm at least six (6) feet in height be provided along E 96<sup>th</sup> St N. Landscaping shall be provided atop and surrounding the berm to screen and soften the transition.
- Perimeter screening fence of at least six (6) feet in height shall be constructed with steel support poles set in concrete along the western, northern and eastern boundaries. The smooth side of the fence shall be placed outward.
- Signage along the E 96<sup>th</sup> St N frontage be constructed as a monument sign no greater than four (4) feet in height, and set in a landscaped bed.
- The development only be allowed as Senior Living Units with only those 55 years and older allowed as tenants or residents, in accordance with Fair Housing Law.

**PUBLIC HEARING**

- 10. The City Council will conduct a public hearing for the purpose of receiving citizen input relating to the 2016-2017 Community Development Block Grant application and the proposed project to replace sanitary sewer lines in the Hale Acres subdivision**  
Karl Fritschen

- 11. Consideration and appropriate action relating to Resolution 2016-04, requesting assistance from the Tulsa County CDBG Urban County Program and approval of the application identifying the installation of new sanitary sewer lines in the Hale Acres subdivision as the preferred project for the 2016-17 funding cycle and authorization for the Mayor to execute the necessary documents**  
Karl Fritschen

Staff recommends approval of Resolution 2016-04.

- 12. Consideration and appropriate action relating to a partial easement closure for Rejoice Christian School (13413 E 106<sup>th</sup> St N)**  
Karl Fritschen

Staff recommends approval of the partial sanitary sewer easement closure request.

- 13. Consideration and appropriate action relating to an agreement for design services for the Festival Market Place Project**  
Larry Langford

Staff recommends approval of an agreement with GH2 of Tulsa, Oklahoma for design services for the Festival Market Place Project in the amount of \$101,172 and authorization for the City Manager to execute the agreement.

- 14. Consideration and appropriate action relating to the purchase of furnishings for the New City Hall Project**  
Teresa Willson

Staff will recommend Council authorize the City Manager to execute a contract for the purchase of furnishings for the new City Hall facility in an amount not to exceed. (The contract amount is estimated to be less than \$250,000 and the amount will be provided at the Council meeting.)

- 15. 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 \$56,322.05 to BAK Development Enterprises, LLC, and authorization for payment.

- 16. Report from City Manager**
- Monthly Public Works Project Status Report

- 17. Report from City Attorney**

- 18. Report from City Councilors**

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

- Payroll Payment Report – Pay Period Ending Date 3/19/2016
- Health Care Self-Insurance Claims – dated as of 3/31/16
- DEQ Permit No. WL000072140938 for the construction of 416 linear feet of eight (8) inch PVC potable water line and appurtenances to serve the Oxford Glen of Owasso, Tulsa County, Oklahoma
- DEQ Permit No. SL000072140939 for the construction of 696 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Oxford Glen of Owasso, Tulsa County, Oklahoma

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

**21. 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, April 1, 2016.

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

# OWASSO CITY COUNCIL

## MINUTES OF REGULAR MEETING Tuesday, March 15, 2016

The Owasso City Council met in regular session on Tuesday, March 15, 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, March 11, 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 Robert Miller of New Life Assembly.

**3. Flag Salute**

Councilor Bush led the flag salute.

**4. Roll Call**

Present

Mayor – Jeri Moberly  
Vice-Mayor – Lyndell Dunn  
Councilor – Doug Bonebrake  
Councilor – Bill Bush  
Councilor – Chris Kelley  
A quorum was declared present.

Absent

None

Staff:

City Manager - Warren Lehr  
City Attorney - Julie Lombardi

**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.

*\* Mayor Moberly moved Item 5 to be included in Item 23, Report from City Manager.*

**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**

Dr. Kelley moved, seconded by Mr. Bonebrake to approve the Consent Agenda with claims of \$465,206.71 with addendum of \$722.14 for a total of \$465,928.85.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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

None

**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 presented the item recommending approval of the partial utility easement and drainage easement closure requests.

There were no comments or questions from the audience. After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve the utility and drainage easements, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending approval of OA-16-01, and rezoning OZ-16-02 the subject property from AG (Agriculture) to CS (Commercial Shopping).

There were no comments or questions from the audience. After discussion, Dr. Kelley moved, seconded by Mr. Dunn to approve OA-16-01, and rezoning OZ-16-02, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending approval of the replat of Ator Center II.

There were no comments or questions from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve the replat of the Final Plat of Ator Center II.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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

Andrew Neyman presented the item recommending approval of the purchase and installation of a phone system from Chickasaw Telecom, Inc. in the amount of \$76,990.

There were no comments or questions from the audience. After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve the phone system purchase and installation, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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

Mark Stuckey presented the item recommending 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.

There were no comments or questions from the audience. After discussion, Mr. Dunn moved, seconded by Mr. Bonebrake to award the bid in the amount of \$33,587, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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

Mark Stuckey presented the item recommending 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.

There were no comments or questions from the audience. After discussion, Mr. Bush moved, seconded by Mr. Dunn to approve the agreement in the amount of \$223,970 with Williams Spurgeon Kuhl and Freshnock Architects, Inc., as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending 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.

There were no comments or questions from the audience. After discussion, Dr. Kelley moved, seconded by Mr. Bonebrake to approve the agreement in the amount of \$360,000 with McClelland Consulting Engineers, Inc., as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending 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.

Also, recommending 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.

There were no comments or questions from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve the agreement with ODOT and payment in the amount of \$320,000, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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

Earl Farris presented the item recommending approval of a purchase in the amount \$250,000 for crack sealing for the Street Rehabilitation Program based on Statewide Bid Contract SW816 pricing.

There were no comments or questions from the audience. After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve the purchase of crack sealing, as recommended per the Statewide Bid Contract SW816.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending approval of Ordinance 1073.

One person addressed the Council. After discussion, Mr. Bonebrake moved, seconded by Ms. Moberly to approve Ordinance 1073, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending approval of Resolution 2016-03.

There were no comments or questions from the audience. After discussion, Mr. Bush moved, seconded by Dr. Kelley to approve Resolution 2016-03, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending approval of Ordinance 1071.

There were no comments or questions from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve Ordinance 1071, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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

Roger Stevens presented the item recommending approval of Ordinance 1072, designating the Garrett Creek – Morrow Place Sewer Improvement Project and establishing a sewer assessment area.

There were no comments or questions from the audience. After discussion, Mr. Dunn moved, seconded by Mr. Bonebrake to approve Ordinance 1072, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending 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.

There were no comments or questions from the audience. After discussion, Mr. Bush moved, seconded by Dr. Kelley to approve the purchase of right-of-way and payment in the amount of \$45,992, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**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 presented the item recommending approval of Resolution 2016-02.

There were no comments or questions from the audience. After discussion, Mr. Bonebrake moved, seconded by Mr. Dunn to approve Resolution 2016-02, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**23. Report from City Manager**

Warren Lehr recognized the Larkin Bailey Foundation with character certificates for acts of benevolence for their many donations of land, approximately 250 acres, for various city projects. Mr. Lehr also announced the Owasso Economic Summit will be March 24, 2016, 10:00 am to 1:00 pm, at the Bailey Education Foundation.

**24. Report from City Attorney**

None

**25. Report from City Councilors**

Councilors commented on recent community events.

**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)**

None

**28. Adjournment**

Dr. Kelley moved, seconded by Mr. Bonebrake to adjourn the meeting.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried 5-0 and the meeting adjourned at 8:15 pm.

---

Jeri Moberly, Mayor

---

Lisa Wilson, Minute 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.**

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
GENERAL	TREASURER PETTY CASH	OC REFUND-MARTIN	200.00
	TREASURER PETTY CASH	OC REFUND-MOSS	100.00
	TREASURER PETTY CASH	CC REFUND-SCOTT	50.00
	TREASURER PETTY CASH	CC REFUND-SWIMMER	50.00
	TREASURER PETTY CASH	CC REFUND-NEFTZGER	50.00
	TREASURER PETTY CASH	CC REFUND-GREEN	50.00
	TREASURER PETTY CASH	CC REFUND-BELL	50.00
	TREASURER PETTY CASH	CC REFUND-LEE	50.00
	TREASURER PETTY CASH	CC REFUND-ROPER	50.00
	TREASURER PETTY CASH	OC REFUND-FORET	100.00
<b>TOTAL GENERAL</b>			<b>750.00</b>
MUNICIPAL COURT	JPMORGAN CHASE BANK	TRAINING EXPENSE	26.63
	YOUTH SERVICES OF TULSA	YOUTH SERVICES	4,125.00
<b>TOTAL MUNICIPAL COURT</b>			<b>4,151.63</b>
MANAGERIAL	JPMORGAN CHASE BANK	OWASSO CHAMBER-LUNCHEON	15.00
	JPMORGAN CHASE BANK	OWASSO CHAMBER-LUNCHEON	15.00
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	31.98
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	19.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	13.39
	JPMORGAN CHASE BANK	EMPLOYEE APPRECIATION	30.72
	JPMORGAN CHASE BANK	PIKEPASS FEES	7.80
	JPMORGAN CHASE BANK	COUNCIL RELATIONS	38.68
	JPMORGAN CHASE BANK	OFFICE DEPOT-RETURN	-19.99
	JPMORGAN CHASE BANK	TULSA CHAMBER-REGISTRATIO	3,850.00
	TREASURER PETTY CASH	CHAMBER LUNCHEON-FEARY	20.00
	TREASURER PETTY CASH	MILEAGE REIMBURSEMENT	195.85
	JPMORGAN CHASE BANK	AMERICAN-TRAVEL EXPENSE	21.79
	JPMORGAN CHASE BANK	TULSA CHAMBER LUNCHEON	20.00
	<b>TOTAL MANAGERIAL</b>		
FINANCE	JPMORGAN CHASE BANK	OFFICE EVERYTHING-TONER	86.05
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	5.46
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	60.25
	JPMORGAN CHASE BANK	PARKING FEE	5.00
	RSM US LLP	PROFESSIONAL FEES-AUDIT	12,000.00
<b>TOTAL FINANCE</b>			<b>12,156.76</b>
HUMAN RESOURCES	JPMORGAN CHASE BANK	OWASSO CHAMBER-LUNCHEON	15.00
	JPMORGAN CHASE BANK	CHARACTER BULLETINS	648.00
	JPMORGAN CHASE BANK	SAV ON-CHARACTER BANNERS	136.00
	COMMUNITYCARE EAP	EMPLOYEE ASSISTANCE PROGR	248.00

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
HUMAN RESOURCES...	URGENT CARE OF GREEN COUNTRY, P.L.L	DRUG AND ALCOHOL TESTS	225.00
	TREASURER PETTY CASH	OBA WORK COMP CONFERENCE	300.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	9.68
	JPMORGAN CHASE BANK	CHARACTER BULLETINS	648.00
	JPMORGAN CHASE BANK	MEETING EXPENSE	36.50
<b>TOTAL HUMAN RESOURCES</b>			<b>2,266.18</b>
HR - CHARACTER INITIATIVE	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	201.30
<b>TOTAL HR - CHARACTER INITIATIVE</b>			<b>201.30</b>
GENERAL GOVERNMENT	JPMORGAN CHASE BANK	SAMSClub-MICROWAVE	139.98
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	86.97
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	28.99
	AEP/PSO	ELECTRIC USE	3,102.28
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	28.99
	OMECORP, LLC	POSTAGE MACHINE INK	167.00
	AT&T	LONG DISTANCE PHONE BILL	24.82
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	28.99
	CINTAS CORPORATION	CARPET CLEANING SERVICES	67.04
	DAVID L. WEATHERFORD	LEGAL FEES-ROSS	1,454.00
	NEWTON, O'CONNOR, TURNER & KETCHUM	GENE GILPIN, JR	9,586.42
	NEWTON, O'CONNOR, TURNER & KETCHUM	CODY MATHEWS	127.50
	NEWTON, O'CONNOR, TURNER & KETCHUM	MIKE DENTON	204.00
	TULSA COFFEE SERVICE INC	CITY HALL COFFEE SERVICE	98.79
	AT&T	CONSOLIDATED PHONE BILL	546.53
<b>TOTAL GENERAL GOVERNMENT</b>			<b>15,692.30</b>
COMMUNITY DEVELOPMENT	KENNETH LIVINGSTON	REMOVE TRASH/DEBRIS	600.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	9.59
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	78.65
	JPMORGAN CHASE BANK	POSPAPER-RECEIPT PAPER	30.26
	JPMORGAN CHASE BANK	GRAPHIC RES-PLOTTER SVC	243.80
	TREASURER PETTY CASH	LICENSE RENEWAL	35.00
<b>TOTAL COMMUNITY DEVELOPMENT</b>			<b>997.30</b>
ENGINEERING	JPMORGAN CHASE BANK	OK BRD ENGINEERS-LICENSE	152.00
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	19.56
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	19.56
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	71.00
	LEMKE LAND SURVEYING	SURVEYING	2,975.00
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	19.56
	UNITED STATES CELLULAR CORPORATION	PW CELL PHONES	55.97

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
<b>TOTAL ENGINEERING</b>			<b>3,312.65</b>
INFORMATION TECHNOLOGY	JPMORGAN CHASE BANK	EBAY-NETWORK CARD	160.00
<b>TOTAL INFORMATION TECHNOLOGY</b>			<b>160.00</b>
SUPPORT SERVICES	SPOK, INC.	PAGER USE	8.89
	AT&T	CONSOLIDATED PHONE BILL	20.25
	SPRINT SOLUTIONS, INC.	SPRINT CARDS	79.98
	JPMORGAN CHASE BANK	COX-INTERNET SERVICE	69.95
	JPMORGAN CHASE BANK	ASSOC PARTS-FAN MOTOR	122.90
	JPMORGAN CHASE BANK	LOCKE SUPPLY-SUPPLIES	22.09
	JPMORGAN CHASE BANK	LOCKE SUPPLY-SUPPLIES	5.17
	JPMORGAN CHASE BANK	LOWES-FAN MOTOR	87.87
	JPMORGAN CHASE BANK	JOHNSTONE-SUPPLIES	55.29
	JPMORGAN CHASE BANK	JOHNSTONE-A/C CONTACTOR	29.92
	JPMORGAN CHASE BANK	FASTSIGNS-SUPPLIES	4.76
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	7.03
	JPMORGAN CHASE BANK	PARKING FEE	5.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	19.30
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	25.82
	JPMORGAN CHASE BANK	LOWES-PLUMBING PARTS	40.99
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	18.15
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	7.90
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	18.15
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	18.15
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	18.15
	COPY WORLD BUSINESS SOLUTIONS, LLC	COPIER MAINT CONTRACT	110.00
	JPMORGAN CHASE BANK	FEDEX-SHIPPING	8.40
	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	39.98
	JPMORGAN CHASE BANK	JOHNSTONE-SUPPLIES	21.57
	JPMORGAN CHASE BANK	ASSOC PARTS-PARTS	63.30
	JPMORGAN CHASE BANK	ASSOC PARTS-CONTROL BOARD	148.43
	JPMORGAN CHASE BANK	ASSOC PARTS-PILOT ASSMBLY	63.30
	JPMORGAN CHASE BANK	LOWES-RETURN	-4.16
	JPMORGAN CHASE BANK	ASSOC PARTS-PILOT ASSMBLY	136.95
	JPMORGAN CHASE BANK	ASSOC PARTS-GAS VALVE	330.54
	JPMORGAN CHASE BANK	DALE & LEES-OC SERVICE	88.00
	JPMORGAN CHASE BANK	STD SPLY LAWN-SUPPLIES	4.98
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	18.15
<b>TOTAL SUPPORT SERVICES</b>			<b>1,715.15</b>
CEMETERY	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	11.96
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	11.96

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
CEMETERY...	AEP/PSO	ELECTRIC USE	27.74
	JPMORGAN CHASE BANK	BROWN FARMS-SOD	95.00
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	11.96
	JPMORGAN CHASE BANK	OWASSO FENCE-SUPPLIES	16.83
	VERDIGRIS VALLEY ELECTRIC COOP	CEMETERY ELECTRIC	37.29
	JPMORGAN CHASE BANK	ATWOODS-SAFETY BOOTS	135.00
	SPOK, INC.	PAGER USE	8.89
<b>TOTAL CEMETERY</b>			<b>356.63</b>
TULSA CTY DA REVOLV DRUG	JEROLD TRAVIS SELLERS	REIMBURSE-SELLERS	700.00
<b>TOTAL TULSA CTY DA REVOLV DRUG</b>			<b>700.00</b>
POLICE COMMUNICATIONS	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	21.00
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	139.36
	JPMORGAN CHASE BANK	SAMS-PRISONER BOARD	40.44
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	86.97
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	30.46
	AEP/PSO	ELECTRIC USE	174.71
	JPMORGAN CHASE BANK	APCO-TRAINING	30.00
	JPMORGAN CHASE BANK	SAMSCLUB-PRISONER BOARD	181.63
<b>TOTAL POLICE COMMUNICATIONS</b>			<b>704.57</b>
ANIMAL CONTROL	JPMORGAN CHASE BANK	PNEU-DART-SUPPLIES	41.35
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	8.26
	AEP/PSO	ELECTRIC USE	225.91
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	105.54
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	224.33
	AT&T	LONG DISTANCE PHONE BILL	0.20
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	74.30
	JPMORGAN CHASE BANK	MW VET SPLY-SUPPLIES	18.00
	JPMORGAN CHASE BANK	MW VET SPLY-SUPPLIES	6.00
	JPMORGAN CHASE BANK	MW VET SPLY-SUPPLIES	31.51
	AT&T	CONSOLIDATED PHONE BILL	24.71
	<b>TOTAL ANIMAL CONTROL</b>		
EMERGENCY PREPAREDNES	AT&T	CONSOLIDATED PHONE BILL	13.99
	AT&T	LONG DISTANCE PHONE BILL	1.42
	AEP/PSO	ELECTRIC USE	124.41
	VERDIGRIS VALLEY ELECTRIC COOP	ELECTRIC BILL-STORM SIREN	26.24
	VERDIGRIS VALLEY ELECTRIC COOP	ELECTRIC BILL-STORM SIREN	21.01
	VERDIGRIS VALLEY ELECTRIC COOP	ELECTRIC BILL-STORM SIREN	26.32

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount	
<b>TOTAL EMERGENCY PREPAREDNESS</b>			<b>213.39</b>	
STORMWATER	JPMORGAN CHASE BANK	EQUIPMENT ONE-RENTAL	145.00	
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	20.31	
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	20.31	
	JPMORGAN CHASE BANK	LOWES-CONCRETE	23.40	
	JPMORGAN CHASE BANK	WINFIELD-CHEMICALS	1,157.50	
	JPMORGAN CHASE BANK	P&K EQUIPMENT-SUPPLIES	171.58	
	JPMORGAN CHASE BANK	LOWES-SPRAYERS	169.94	
	JPMORGAN CHASE BANK	QUALITY TIRE-TIRE TUBE	15.00	
	JPMORGAN CHASE BANK	P&K EQUIPMENT-OIL	59.30	
	JPMORGAN CHASE BANK	P&K EQUIPMENT-SUPPLIES	14.99	
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	68.34	
	JPMORGAN CHASE BANK	ATWOODS-TRASH BAGS	29.98	
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	1.67	
	JPMORGAN CHASE BANK	P&K EQUIPMENT-BEARINGS	6.78	
	JPMORGAN CHASE BANK	P&K EQUIPMENT-SUPPLIES	49.99	
	JPMORGAN CHASE BANK	GRAINGER-PPE	16.51	
	JPMORGAN CHASE BANK	NSC-MASK FIT TESTING	243.40	
	JPMORGAN CHASE BANK	LOWES-STRAPS	48.06	
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	71.00	
	JPMORGAN CHASE BANK	LOWES-MASKS	9.94	
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	20.31	
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	4.07	
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	2.05	
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	4.07	
	JPMORGAN CHASE BANK	OWASSO FENCE-SUPPLIES	19.20	
	JPMORGAN CHASE BANK	GELLCO-SAFETY BOOTS	116.99	
	JPMORGAN CHASE BANK	P & K EQUIP-SPARK PLUGS	28.08	
	JPMORGAN CHASE BANK	ATWOODS-GRASS SEED	94.98	
	DIESEL POWER PLUS, LLC	PLOW ADAPTER & CONTROL	1,136.62	
	SPOK, INC.	PAGER USE	107.05	
	<b>TOTAL STORMWATER</b>			<b>3,876.42</b>
	PARKS	AT&T	CONSOLIDATED PHONE BILL	21.44
AT&T		LONG DISTANCE PHONE BILL	0.23	
AEP/PSO		ELECTRIC USE	1,604.23	
UNIFIRST HOLDINGS LP		PARKS UNIFORMS	21.55	
UNIFIRST HOLDINGS LP		PARKS UNIFORMS	21.55	
UNIFIRST HOLDINGS LP		PARKS UNIFORMS	21.55	
WASHINGTON CO RURAL WATER DISTRICT		WATER SERVICE AT MCCARTY	36.00	
PROTECTION ONE ALARM MONITORING INC		ALARM SYSTEM PARKS OFFICE	34.99	
VERDIGRIS VALLEY ELECTRIC COOP		ELECTRIC SERVICE PARKS OF	51.69	
ROGERS COUNTY RURAL WATER DISTRICT		WATER SERVICE	177.10	

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
<b>TOTAL PARKS</b>			<b>1,990.33</b>
COMMUNITY CENTER	JPMORGAN CHASE BANK	LOWES-PAINT	48.66
	JPMORGAN CHASE BANK	TUCKER JAN'L-SUPPLIES	177.80
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	50.52
	JPMORGAN CHASE BANK	MYSENIORCENTER-KEYTAGS	370.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	192.70
	JPMORGAN CHASE BANK	QUIT BUGGIN-PEST CONTROL	95.00
	AEP/PSO	ELECTRIC USE	653.13
	GRAND GATEWAY ECO. DEV. ASSC.	JANUARY SENIOR FARES	237.00
	DRAKE SYSTEMS INC	COPIER FEES	307.31
	DRAKE SYSTEMS INC	MONTHLY COPIER FEE	190.74
	JPMORGAN CHASE BANK	TUCKER JANT'L-SUPPLIES	92.30
	JPMORGAN CHASE BANK	AMAZON-NAPKIN DISPENSER	12.67
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	337.37
	JPMORGAN CHASE BANK	MYSENIORCENTER-FEES	250.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	88.49
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	92.48
	JPMORGAN CHASE BANK	MURPHY-CLEANING SOLUTION	95.36
	AT&T	LONG DISTANCE PHONE BILL	2.48
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	16.00
	GRAND GATEWAY ECO. DEV. ASSC.	FEBRUARY SENIOR FARES	272.00
	JPMORGAN CHASE BANK	WESTLAKE-SUPPLIES	120.46
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	28.99
	BLUE SPEED AV	LABOR FOR AV EQUIPMENT	75.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	33.24
	AT&T	CONSOLIDATED PHONE BILL	38.71
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	270.89
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	228.70
	<b>TOTAL COMMUNITY CENTER</b>		
HISTORICAL MUSEUM	AT&T	CONSOLIDATED PHONE BILL	13.99
	AT&T	LONG DISTANCE PHONE BILL	0.32
	AEP/PSO	ELECTRIC USE	94.14
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	11.13
<b>TOTAL HISTORICAL MUSEUM</b>			<b>119.58</b>
ECONOMIC DEV	GOVERNOR'S ECONOMIC DEVELOPMENT	MEMBERSHIP DUES	500.00
	BAILEY EVENT CENTER, INC.	ECON SUMMIT ACCOMODATIONS	1,342.50
<b>TOTAL ECONOMIC DEV</b>			<b>1,842.50</b>
<b>FUND GRAND TOTAL</b>			<b>60,605.01</b>

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
AMBULANCE SERVICE	AMERICAN MUNICIPAL SERVICES CORP.	COLLECTION SERVICES	98.71
<b>TOTAL AMBULANCE SERVICE</b>			<b>98.71</b>
AMBULANCE	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	2,676.36
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	124.08
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	37.65
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	2,952.13
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	71.04
	JPMORGAN CHASE BANK	ZOLL-SVC AGREEMENT	1,754.49
	JPMORGAN CHASE BANK	NAT'L REG EMT-RECERT	20.00
	LENOX WRECKER SERVICE INC	VEHICLE MAINTENANCE	295.00
	JPMORGAN CHASE BANK	SAFE KIDS-TRAINING	50.00
	JPMORGAN CHASE BANK	SAFE KIDS-TRAINING	50.00
	JPMORGAN CHASE BANK	QUADMED-SUPPLIES	1,190.00
	JPMORGAN CHASE BANK	FULLERTON-SUPPLIES	25.50
	JPMORGAN CHASE BANK	FULLERTON-OXYGEN	61.50
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	-244.79
	MEDICLAIMS INC	BILLING SERVICES	10,884.79
	JPMORGAN CHASE BANK	PSI-SUPPLIES	1,952.75
	JPMORGAN CHASE BANK	PSI-SUPPLIES	950.64
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	1,902.50
	JPMORGAN CHASE BANK	NAT'L REG EMT-RECERT	20.00
	JPMORGAN CHASE BANK	TTC-TRAINING EXPENSE	402.56
	JPMORGAN CHASE BANK	SAFE KIDS-TRAINING	35.00
	JPMORGAN CHASE BANK	NAT'L REG EMT-RECERT	20.00
	JPMORGAN CHASE BANK	NAT'L REG EMT-RECERT	20.00
	JPMORGAN CHASE BANK	NAT'L REG EMT-RECERT	20.00
<b>TOTAL AMBULANCE</b>			<b>25,271.20</b>
<b>FUND GRAND TOTAL</b>			<b>25,369.91</b>
E911 COMMUNICATIONS	AT&T	LONG DISTANCE PHONE BILL	4.07
	JPMORGAN CHASE BANK	TOTAL RADIO-MAINT CONTRAC	410.00
	AT&T	E911 MAPPING FEES - MARCH	355.35
	AT&T	CONSOLIDATED PHONE BILL	640.76
	INCOG-E911	E911 ADMIN SVC FEES	7,915.08
	MOTOROLA SOLUTIONS, INC	IR SITE MAINT @ TOWER	2,016.01
<b>TOTAL E911 COMMUNICATIONS</b>			<b>11,341.27</b>
<b>FUND GRAND TOTAL</b>			<b>11,341.27</b>
HOTEL TAX - ECON DEV	AEP/PSO	ELECTRIC USE	55.48

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
<b>TOTAL HOTEL TAX - ECON DEV</b>			<b>55.48</b>
<b>FUND GRAND TOTAL</b>			<b>55.48</b>
STORMWATER - STORMWATER	AEP/PSO	ELECTRIC USE	213.67
	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	14.40
	KELLOGG ENGINEERING, INC	ENGINEERING SERVICES	9,685.00
	SPIRIT LANDSCAPE MANAGEMENT LLC	REPLACEMENT LANDSCAPE	3,610.40
	SPIRIT LANDSCAPE MANAGEMENT LLC	IRRIGATION SYSTEM REPAIRS	433.44
<b>TOTAL STORMWATER - STORMWATER</b>			<b>13,956.91</b>
<b>FUND GRAND TOTAL</b>			<b>13,956.91</b>
76TH/MAIN INTERSECT IMP	MCCLELLAND CONSULTING ENGINEERS INC	ENGINEERING SERVICES	11,700.00
<b>TOTAL 76TH/MAIN INTERSECT IMP</b>			<b>11,700.00</b>
<b>FUND GRAND TOTAL</b>			<b>11,700.00</b>
SALES TAX FUND-FIRE	NORTHERN SAFETY COMPANY, INC.	MACHINERY AND EQUIPMENT	427.36
	W.S. DARLEY & CO SLOT A-74	MACHINERY AND EQUIPMENT	37.51
	W.S. DARLEY & CO SLOT A-74	MACHINERY AND EQUIPMENT	460.67
	W.S. DARLEY & CO SLOT A-74	MACHINERY AND EQUIPMENT	54.91
	W.S. DARLEY & CO SLOT A-74	MACHINERY AND EQUIPMENT	1,092.57
	W.S. DARLEY & CO SLOT A-74	MACHINERY AND EQUIPMENT	831.85
	JPMORGAN CHASE BANK	AMAZON-FD COMPUTER	1,077.82
	SHI INTERNATIONAL CORP	TABLET SOFTWARE	476.00
	JPMORGAN CHASE BANK	NORTHERN SAFETY-PARTS	62.58
	AT&T	CONSOLIDATED PHONE BILL	168.47
	JPMORGAN CHASE BANK	CONRAD FIRE-LATCH PART	38.23
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	4.18
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	40.69
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	2.99
	JPMORGAN CHASE BANK	NORTHERN SAFETY-PARTS	509.03
	AT&T	LONG DISTANCE PHONE BILL	14.45
	JPMORGAN CHASE BANK	AMERICAN OVERHEAD-REPAIR	225.20
	JPMORGAN CHASE BANK	EQUIPMENT ONE-SUPPLIES	119.94
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	24.74
	JPMORGAN CHASE BANK	MOOSEJAW-UNIFORM	461.84
	JPMORGAN CHASE BANK	HOYT AIR PROD-PART	760.61
	JPMORGAN CHASE BANK	CONRAD FIRE-DOOR STRAP	28.36
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	24.85
	JPMORGAN CHASE BANK	CONRAD FIRE-PARTS	644.97

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE...	JPMORGAN CHASE BANK	SAMS-SUPPLIES	35.88
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	94.41
	JPMORGAN CHASE BANK	AUTOZONE-SUPPLIES	29.98
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	9.98
	JPMORGAN CHASE BANK	CUMMINS-MAINTENANCE/PARTS	270.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	9.50
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	19.98
	JPMORGAN CHASE BANK	ACADEMY-SUPPLIES	39.98
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	9.19
	JPMORGAN CHASE BANK	OAKLEY-UNIFORM	506.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	56.34
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	11.97
	JPMORGAN CHASE BANK	BUFF-UNIFORM	88.00
	AEP/PSO	ELECTRIC USE	2,031.11
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	23.19
	JPMORGAN CHASE BANK	LODGING EXPENSE	104.99
	JPMORGAN CHASE BANK	PIKEPASS FEES	40.95
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	15.64
	JPMORGAN CHASE BANK	DRY CLEANING STATION-PPE	75.54
	JPMORGAN CHASE BANK	CARHARTT-RETURN	-57.13
	JPMORGAN CHASE BANK	GRAINGER-RETURN	-120.78
	JPMORGAN CHASE BANK	CMC RESCUE-DRU	1,813.76
	JPMORGAN CHASE BANK	IMAGENET-COPIER RENTAL	440.17
	JPMORGAN CHASE BANK	UNITED ENGINES-MAINT PART	821.51
	JPMORGAN CHASE BANK	SKILLPATH-TRAINING	139.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	64.68
	NORTHERN SAFETY COMPANY, INC.	EQUIPMENT REPAIR	2,043.00
	HOLDER'S INC.	EQUIPMENT REPLACEMENT	1,313.10
	JOHN D. HORTON	EQUIPMENT REPAIR	770.00
COMMERCIAL POWER SOLUTIONS, LLC	MACHINERY AND EQUIPMENT	1,972.91	
JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	179.99	
<b>TOTAL SALES TAX FUND-FIRE</b>			<b>20,450.65</b>
<b>FUND GRAND TOTAL</b>			<b>20,450.65</b>
SALES TAX FUND-POLICE	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	7.95
	JPMORGAN CHASE BANK	LA POLICE GEAR-PPE	331.80
	JPMORGAN CHASE BANK	FLEET-LIGHTING/EQUIPMENT	41,180.06
	JPMORGAN CHASE BANK	MEEKS GROUP-CAR STRIPING	3,000.00
	JPMORGAN CHASE BANK	FLEET-PARTS	170.49
	JPMORGAN CHASE BANK	DECATUR ELECTRONICS-RADAR	1,902.69
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	57.73
	JPMORGAN CHASE BANK	ASURION-REPLACEMENT WATCH	99.00

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-POLICE...	JPMORGAN CHASE BANK	TRACTOR SUPPLY-SUPPLIES	109.98
	JPMORGAN CHASE BANK	LA POLICE GEAR-UNIFORM	65.48
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	9.98
	JPMORGAN CHASE BANK	PETSMART-K9 SUPPLIES	20.78
	JPMORGAN CHASE BANK	SAMSClub-SUPPLIES	55.68
	TREASURER PETTY CASH	SUPPLIES	28.51
	TREASURER PETTY CASH	SUPPLIES	83.38
	JPMORGAN CHASE BANK	SO AG-K9 SUPPLIES	139.43
	DRAKE SYSTEMS INC	COPIER LEASE	443.85
	FELKINS ENTERPRISES, LLC	SIGN	30.00
	DONALD L. TAYLOR	KEYS	72.00
	FELKINS ENTERPRISES, LLC	DECALS	30.00
	JPMORGAN CHASE BANK	EMBLEM-UNIFORM	986.00
	JPMORGAN CHASE BANK	LOWES-FIREARM SUPPLIES	6.24
	JPMORGAN CHASE BANK	LOWES-FIREARM SUPPLIES	118.77
	AEP/PSO	ELECTRIC USE	1,652.59
	JPMORGAN CHASE BANK	AMAZON-UNIFORM	45.19
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	54.99
	JPMORGAN CHASE BANK	HILLS PET-K9 SUPPLIES	76.68
	JPMORGAN CHASE BANK	EBAY-EBAY FEES	36.95
	JPMORGAN CHASE BANK	SOME'S UNIFORMS-SUPPLIES	38.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	20.00
	JPMORGAN CHASE BANK	USPS-POSTAGE	9.19
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORMS	79.99
	JPMORGAN CHASE BANK	AT YOUR SERVICE-RENTAL	80.00
	JPMORGAN CHASE BANK	TINT SHOP-WINDOW TINTING	450.00
	AT&T	LONG DISTANCE PHONE BILL	24.64
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	86.97
	JPMORGAN CHASE BANK	SAMS-SUPPLIES	53.74
	JPMORGAN CHASE BANK	OKLAHOMA POLICE-SUPPLIES	17.90
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	1,517.15
	JPMORGAN CHASE BANK	PEAVY CORP-SUPPLIES	81.50
	JPMORGAN CHASE BANK	ELITE K9-K9 SUPPLIES	24.95
	JPMORGAN CHASE BANK	AMAZON-UNIFORM ITEMS	41.71
	JPMORGAN CHASE BANK	USPS-POSTAGE	9.19
	JPMORGAN CHASE BANK	USPS-MAILING COSTS	7.67
	AT&T	CONSOLIDATED PHONE BILL	539.05
	JPMORGAN CHASE BANK	ATWOOD-K9 SUPPLIES	23.99
	JPMORGAN CHASE BANK	PETSMART-K9 SUPPLIES	119.98
	JPMORGAN CHASE BANK	REFUND	-50.00
	JPMORGAN CHASE BANK	LODGING EXPENSE	222.03
	SPOK, INC.	PAGER USE	35.56
<b>TOTAL SALES TAX FUND-POLICE</b>			<b>54,249.41</b>

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
<b>FUND GRAND TOTAL</b>			<b>54,249.41</b>
SALES TAX FUND-STREETS	SPOK, INC.	PAGER USE	95.92
	SIGNALTEK INC	TRAFFIC SIGNAL	5,019.50
	JPMORGAN CHASE BANK	BROWCO-WHEELCHAIR RAMP	115.00
	TWIN CITIES READY MIX, INC	CONCRETE	480.00
	TWIN CITIES READY MIX, INC	CONCRETE	432.00
	TWIN CITIES READY MIX, INC	CONCRETE	336.00
	JPMORGAN CHASE BANK	LOWES-RETURN	-4.32
	JPMORGAN CHASE BANK	HOME DEPOT-STAKES/BOARDS	45.31
	JPMORGAN CHASE BANK	HOME DEPOT-WOOD STAKES	26.02
	JPMORGAN CHASE BANK	ATWOOD-HANDLES	8.47
	JPMORGAN CHASE BANK	K-S MACHINERY-BEARINGS	73.24
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	30.74
	VERDIGRIS VALLEY ELECTRIC COOP	CHAMPIONS STREET LIGHTING	32.37
	VERDIGRIS VALLEY ELECTRIC COOP	SECURITY LIGHT	5.87
	JPMORGAN CHASE BANK	EQUIPMENT ONE-RENTAL	228.00
	JPMORGAN CHASE BANK	EQUIPMENT ONE-RENTAL	129.00
	JPMORGAN CHASE BANK	LOWES-BRUSHES & SPRAYER	52.85
	TWIN CITIES READY MIX, INC	CONCRETE	563.75
	APAC-OKLAHOMA, INC.	ASPHALT	119.73
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	22.14
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	71.00
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	60.39
	JPMORGAN CHASE BANK	NSC-MASK FIT TESTING	408.40
	JPMORGAN CHASE BANK	GRAINGER-PPE	16.51
	JPMORGAN CHASE BANK	VANCE BROS-TACK OIL	48.80
	JPMORGAN CHASE BANK	EQUIPMENT ONE-RENTAL	129.00
	JPMORGAN CHASE BANK	LOCKE SUPPLY-BULBS	88.50
	JPMORGAN CHASE BANK	FASTENAL-NUTS & BOLTS	8.43
	AEP/PSO	ELECTRIC USE	1,639.01
	JPMORGAN CHASE BANK	DUNHAMS ASPHALT-PATCH	120.00
	JPMORGAN CHASE BANK	HOME DEPOT-POWER STRIPS	7.94
	JPMORGAN CHASE BANK	HOME DEPOT-STRAPS	3.64
	JPMORGAN CHASE BANK	ATWOODS-PUMP	59.99
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	53.99
	TULSA COUNTY BOCC	SIGNS	2,298.20
	MID-AMERICAN SIGNAL, INC	INTERSECTION RADAR SENSOR	3,995.00
	SIGNALTEK INC	TRAFFIC SIGNAL MAINT	191.25
	TWIN CITIES READY MIX, INC	CONCRETE	192.00
	TULSA ASPHALT, LLC	ASPHALT	99.45
	JPMORGAN CHASE BANK	EQUIPMENT ONE-RENTAL	228.00
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	53.99
	JPMORGAN CHASE BANK	PLASTIC SUPPLY-MATERIALS	196.00

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-STREETS...	JPMORGAN CHASE BANK	LOWES-SUPPLIES	59.54
	JPMORGAN CHASE BANK	QUALITY TIRE-REPLACE TIRE	286.00
	JPMORGAN CHASE BANK	ATWOODS-DOOR HANDLES	4.98
<b>TOTAL SALES TAX FUND-STREETS</b>			<b>18,131.60</b>
<b>FUND GRAND TOTAL</b>			<b>18,131.60</b>
CI - FBO BUILDING	NABHOLZ CONSTRUCTION CORPORATION	NEW CITY HALL RENOVATION	433,326.69
<b>TOTAL CI - FBO BUILDING</b>			<b>433,326.69</b>
CI - GARN WID 96TH-106TH	SEVEN C'S ENTERPRISES, INC	ROW ACQUISITION & EASEMEN	1,800.00
	INTEGRA REALTY RESOURCES, LLC	APPRAISAL SERVICES	2,750.00
<b>TOTAL CI - GARN WID 96TH-106TH</b>			<b>4,550.00</b>
<b>FUND GRAND TOTAL</b>			<b>437,876.69</b>
CITY GARAGE	AT&T	CONSOLIDATED PHONE BILL	24.71
	AT&T MOBILITY	WIRELESS SERVICE	57.58
	JPMORGAN CHASE BANK	GOODYEAR-TIRES	254.44
	TREASURER PETTY CASH	REFUND APPLICATION FEE	-50.00
	JPMORGAN CHASE BANK	LENOX-TOWING	295.00
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	12.58
	JPMORGAN CHASE BANK	OREILLY-PARTS RESALE	1,516.50
	JPMORGAN CHASE BANK	UNITED FORD-PARTS RESALE	21.22
	JPMORGAN CHASE BANK	SAV ON-DECALS	60.00
	AT&T	LONG DISTANCE PHONE BILL	0.65
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	202.00
	AEP/PSO	ELECTRIC USE	570.83
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	60.50
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	623.29
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	50.53
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	80.00
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	59.32
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	53.62
	JPMORGAN CHASE BANK	LENOX WRECKER-TOWING	68.00
	JPMORGAN CHASE BANK	TATE BOYS-ALIGNMENT	59.95
	JPMORGAN CHASE BANK	TATE BOYS-ALIGNMENT	59.95
	JPMORGAN CHASE BANK	CLASSIC CHEV-TAHOE PARTS	228.72
	JPMORGAN CHASE BANK	CLASSIC CHEV-PARTS RESALE	609.70
	JPMORGAN CHASE BANK	FULLERTON-WELDING GAS	74.45
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04

## Claims List

4/5/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
CITY GARAGE...	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	JPMORGAN CHASE BANK	GOODYEAR-TIRES	2,216.58
	JPMORGAN CHASE BANK	OCT EQUIP-SKID LOADER PRT	135.48
	JPMORGAN CHASE BANK	OCT EQUIP-SKID LOADER PRT	26.88
	JPMORGAN CHASE BANK	UNITED FORD-PARTS RESALE	385.37
<b>TOTAL CITY GARAGE</b>			<b>7,918.05</b>
<b>FUND GRAND TOTAL</b>			<b>7,918.05</b>
WORKERS' COMP SELF-INS	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	2,245.73
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	942.55
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	3,450.39
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	942.55
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	1,309.53
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	942.55
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	1,008.00
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	1,309.53
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	15,386.45
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	5,676.76
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	7,538.75
<b>TOTAL WORKERS' COMP SELF-INS</b>			<b>40,752.79</b>
<b>FUND GRAND TOTAL</b>			<b>40,752.79</b>
<b>CITY GRAND TOTAL</b>			<b>\$702,407.77</b>



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

**FROM:** Earl Farris  
Project Administrator

**SUBJECT:** Acceptance of Infrastructure Improvements at Oxford Glen

**DATE:** April 1, 2016

---

**BACKGROUND:**

The subject development is located at 11103 E 103<sup>rd</sup> St North. Public infrastructure improvements include new 8" water and sanitary sewer lines including all appurtenances, and new sidewalk.

**FINAL INSPECTIONS:**

Final inspections for the infrastructure components were completed in January 2016 by the Public Works Department. All standards for acceptance have been met. Additionally, the construction contractor and design engineer have supplied the necessary two-year maintenance bonds and required as-built drawings.

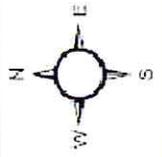
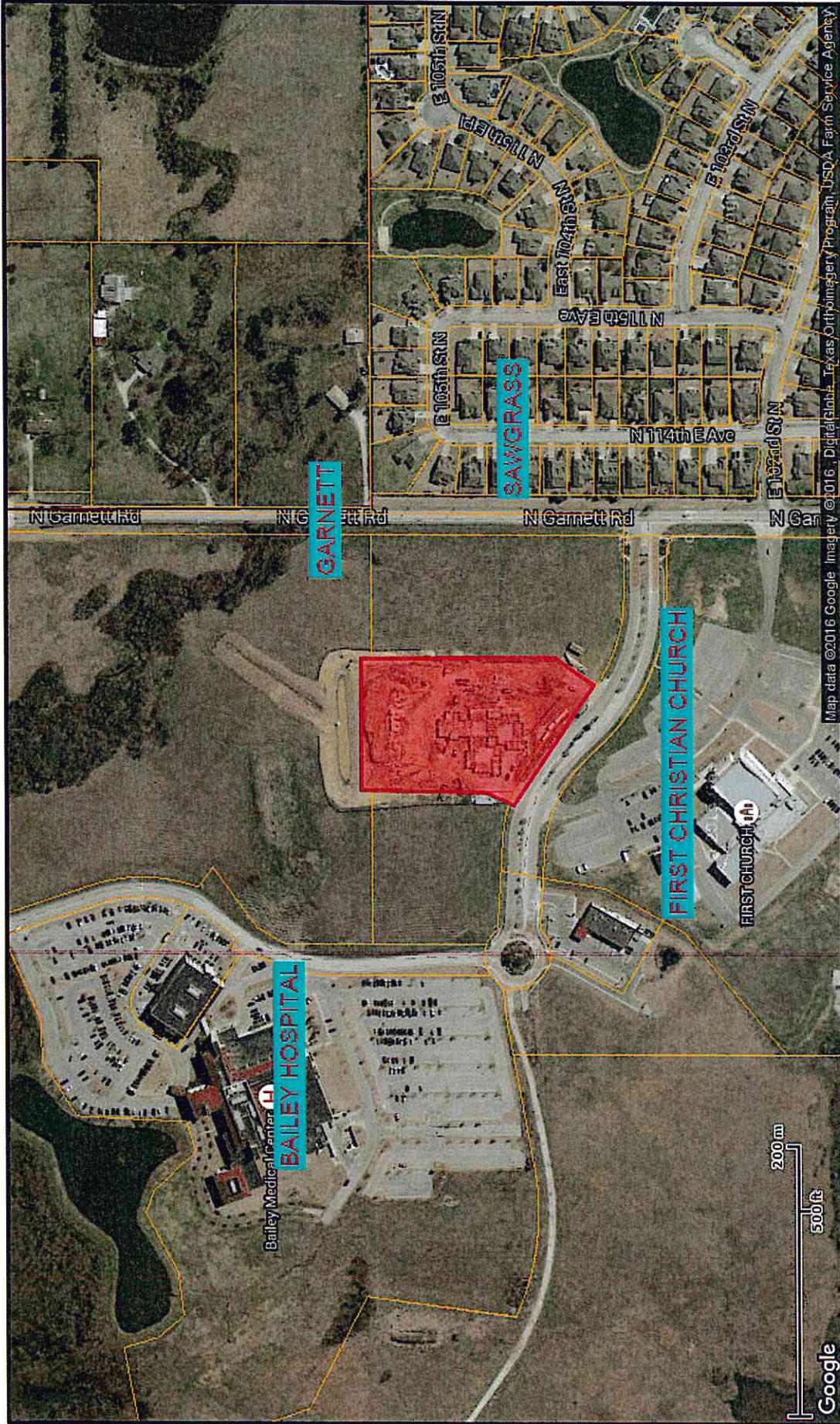
**RECOMMENDATION:**

Staff recommends acceptance of infrastructure improvements at Oxford Glen.

**ATTACHMENTS:**

Location Map  
City Attorney bond approval letter & copy of bonds

**OXFORD GLEN**



03/18/2016

Location map

1" = 376 ft

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 Public staff for the most up-to-date information.

---

**From:**  
**Sent:**  
**To:**  
**Subject:**

Steven,

I have reviewed the maintenance bonds for Oxford Glen, Water & Sewer and Concrete Sidewalk, at your request. The Attorney-in-Fact signatures are authorized, the surety is licensed to do business in Oklahoma and the amount of both bonds is well within the surety's \$1,852,000 underwriting limitation. Therefore, the bonds are approved.

Julie Lombardi

**Julie Trout Lombardi**  
**City Attorney**  
**111 North Main**  
**Owasso, Oklahoma 74055**  
**918.376-1511(o) 918.376-1599 (f)**

---

**From:** Eaton, Steven  
**Sent:** Tuesday, November 03, 2015 10:42 AM  
**To:** Lombardi, Julie  
**Subject:** Oxford Glen

Ms. Lombardi,

I am sending a maintenance bond for review. Would you please reply with your findings.

Thank you,

Steven Eaton  
City of Owasso  
Infrastructure Inspector  
[seaton@cityofowasso.com](mailto:seaton@cityofowasso.com)  
Phone 918-272-4959  
Cell 918-693-3979

**Maintenance Bond**  
**PRIVATELY FINANCED PUBLIC IMPROVEMENTS**

Bond No: GR33043

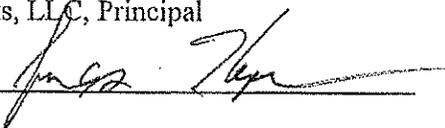
KNOW ALL MEN BY THESE PRESENTS, That we KSL Dirtworks, LLC, 1800 W. 14<sup>th</sup> Street, Bartlesville OK 74003, as Principal (Developer and Contractor), and Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134, as Surety, are held and firmly bound unto the City of Owasso, Oklahoma, as Obligee, in the penal sum of \*\*One Hundred Ten Thousand & 00/100 Dollars (\$110,000.00) to which payment will and truly to be made, we do bind ourselves, and each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal will furnish a bond conditioned to guarantee, for the period of TWO YEAR after final approval of the Water & Sewer – Oxford Glen Owasso Memory Care Community, 1113 E. 103<sup>rd</sup> St., Owasso OK 74055 a privately financed public improvement, and acceptance of such by the City Council of the City of Owasso, Oklahoma, against all defects in workmanship and materials which may become apparent in such privately financed public improvement during said period.

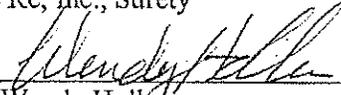
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that the Principal and/or Surety shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in the privately financed public improvement which may become apparent during the said period.

SIGNED, SEALED, AND DATED: October 29, 2015

KSL Dirtworks, LLC, Principal

BY: 

Granite Re, Inc., Surety

BY: , Attorney-in-Fact  
Wendy Hollen

Attach Power of Attorney



**Maintenance Bond**  
**PRIVATELY FINANCED PUBLIC IMPROVEMENTS**

Bond No: GR33044

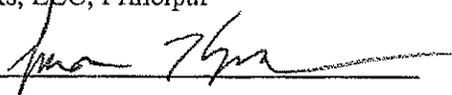
KNOW ALL MEN BY THESE PRESENTS, That we KSL Dirtworks, LLC, 1800 W. 14<sup>th</sup> Street, Bartlesville OK 74003, as Principal (Developer and Contractor), and Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134, as Surety, are held and firmly bound unto the City of Owasso, Oklahoma, as Obligee, in the penal sum of \*\*Five Thousand & 00/100 Dollars (\$5,000.00) to which payment will and truly to be made, we do bind ourselves, and each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal will furnish a bond conditioned to guarantee, for the period of TWO YEAR after final approval of the Concrete Sidewalk – Oxford Glen Owasso Memory Care Community, 1113 E. 103<sup>rd</sup> St., Owasso OK 74055 a privately financed public improvement, and acceptance of such by the City Council of the City of Owasso, Oklahoma, against all defects in workmanship and materials which may become apparent in such privately financed public improvement during said period.

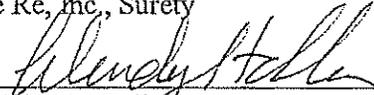
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that the Principal and/or Surety shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in the privately financed public improvement which may become apparent during the said period.

SIGNED, SEALED, AND DATED: October 29, 2015

KSL Dirtworks, LLC, Principal

BY: 

Granite Re, Inc., Surety

BY: , Attorney-in-Fact  
Wendy Hollen





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

**FROM:** Earl Farris  
Project Administrator

**SUBJECT:** Acceptance of Infrastructure Improvements at Express Laundry

**DATE:** April 1, 2016

---

**BACKGROUND:**

The subject development is located at 9700 N Garnett Road. Public infrastructure improvements include the approach and potable water infrastructure including a hydrant and all appurtenances.

**FINAL INSPECTIONS:**

Final inspections for the infrastructure components were completed in March by the Public Works Department. All standards for acceptance have been met. Additionally, the construction contractor and design engineer have supplied the necessary two-year maintenance bond and required as-built drawings.

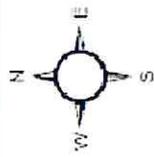
**RECOMMENDATION:**

Staff recommends acceptance of infrastructure improvements at Express Laundry.

**ATTACHMENTS:**

Location Map  
City Attorney bond approval letter & copy of bonds

# Express Laundry



03/18/2016

Location Map

1" = 188 ft

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 Public Staff for the most up-to-date information.

**Farris, Earl**

---

**From:** Lombardi, Julie  
**Sent:** Thursday, February 18, 2016 3:14 PM  
**To:** Hancock, Brandon  
**Cc:** Farris, Earl  
**Subject:** RE: Express Laundry Bonds

Brandon,

I have reviewed the maintenance bonds for the Express Laundry Center waterline and approach at your request. On both bonds the attorney-in-fact signature is authorized, the sureties are licensed to do business in Oklahoma and the bond amounts are well within each surety's underwriting limitation (Waterline - \$8,495,000 and Approach - \$121,498,000).

I would note that LDKC, Inc. dba LD Kerns Contractors has not signed the bond for the approach. This should be obtained as soon as possible.

With that condition, both bonds are approved.

Julie

**Julie Trout Lombardi**  
**City Attorney**  
**111 North Main**  
**Owasso, Oklahoma 74055**  
**918.376-1511(o) 918.376-1599 (f)**

---

**From:** Hancock, Brandon  
**Sent:** Thursday, February 18, 2016 11:32 AM  
**To:** Lombardi, Julie; Farris, Earl ([efarris@CityOfOwasso.com](mailto:efarris@CityOfOwasso.com))  
**Subject:** Express Laundry Bonds

Julie-

Please review the attached bonds and rely all to this email with findings.

Thanks

Brandon Hancock

**Maintenance Bond**  
**PRIVATELY FINANCED PUBLIC IMPROVEMENTS**

Bond No: OKC87765

KNOW ALL MEN BY THESE PRESENTS, That we Duncan & Sons, LLC. as Principal (Developer and Contractor), and Merchants Bonding Company (Mutual). as Surety, are held and firmly bound unto the City of Owasso, Oklahoma, as Obligee, in the penal sum of Twenty Five Thousand DOLLARS (\$25,000.00) to which payment will and truly to be made, we do bind ourselves, and each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal will furnish a bond conditioned to guarantee, for the period of TWO YEAR after final approval of the Waterline to Serve Express Laundry Center, 9700 N Garnett Road, Owasso, OK 74055, a privately financed public improvement, and acceptance of such by the City Council of the City of Owasso, Oklahoma, against all defects in workmanship and materials which may become apparent in such privately financed public improvement during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that the Principal and/or Surety shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in the privately financed public improvement which may become apparent during the said period.

SIGNED, SEALED, AND DATED: February 16, 2016

Duncan & Sons, LLC Principal

BY: 

Merchants Bonding Company (Mutual), Surety

BY:  \_\_\_\_\_, Attorney-in-Fact  
Cindi L. Smith

Attach Power of Attorney

**MERCHANTS  
BONDING COMPANY™  
POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cindi L Smith; Keith A Shideler; Kelly R Hitt; Kim Kingery Crowson; Peter Fennell; Sandra Crain; Vicky L Courtney

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies; as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIVE MILLION (\$5,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

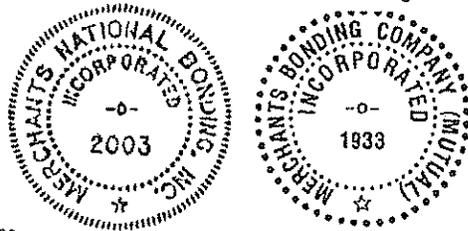
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



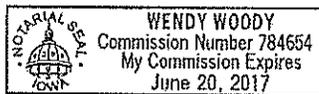
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

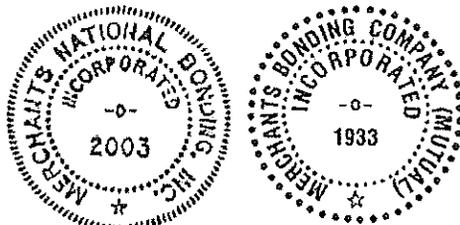


*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of February, 2016.



*William Warner Jr.*  
Secretary

**Maintenance Bond**  
**PRIVATELY FINANCED PUBLIC IMPROVEMENTS**

Bond No: S420986

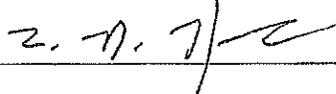
KNOW ALL MEN BY THESE PRESENTS, That we LDKC, Inc. dba LD Kerns Contractors, as Principal (Developer and Contractor), and Employers Mutual Casualty Company as Surety, are held and firmly bound unto the City of Owasso, Oklahoma, as Obligee, in the penal sum of Nine Thousand DOLLARS (\$9,000.00) to which payment will and truly to be made, we do bind ourselves, and each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal will furnish a bond conditioned to guarantee, for the period of TWO YEAR after final approval of the approach to serve Express Laundry Center, 9700 N Garnett Road, Owasso, OK 74055, a privately financed public improvement, and acceptance of such by the City Council of the City of Owasso, Oklahoma, against all defects in workmanship and materials which may become apparent in such privately financed public improvement during said period.

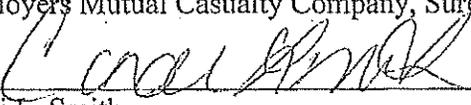
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that the Principal and/or Surety shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in the privately financed public improvement which may become apparent during the said period.

SIGNED, SEALED, AND DATED: February 15, 2016

LDKC, Inc. dba LD Kerns Contractors, Principal

BY: 

Employers Mutual Casualty Company, Surety

BY: , Attorney-in-Fact  
Cindi L. Smith

Attach Power of Attorney



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: PETE FENNELL, KIM KINGERY CROWSON, CINDI L. SMITH, KELLY R. HITT, SANDRA L. CRAIN, VICKY L. COURTNEY, KEITH A. SHIDELER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

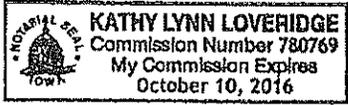
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of FEBRUARY, 2014.

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President

On this 24th day of FEBRUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 24, 2014 on behalf of: PETE FENNELL, KIM KINGERY CROWSON, CINDI L. SMITH, KELLY R. HITT, SANDRA L. CRAIN, VICKY L. COURTNEY, KEITH A. SHIDELER

are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of February, 2014. [Signature] Vice President



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

**FROM:** Karl Fritschen, Urban and Long Range Planning

**SUBJECT:** Ordinance 1074  
Easement Closure – Future Keys Landing II

**DATE:** April 1, 2016

---

**BACKGROUND:**

At the March 15, 2016 meeting, the Owasso City Council approved a request to close a portion of a utility easement on property located adjacent to the Keys Landing I subdivision. Attached is a copy of Ordinance 1074 that formally adopts the City Council's action of March 15, 2016.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 1074.

**ATTACHMENTS:**

Ordinance 1074  
Survey  
Area Map

CITY OF OWASSO, OKLAHOMA  
ORDINANCE 1074

AN ORDINANCE CLOSING TO THE PUBLIC USE A PORTION OF A UTILITY AND DRAINAGE EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION 32, TOWNSHIP 21 NORTH, RANGE 14 EAST FILED AS DOCUMENT NUMBER 2013026016 AND 2013026017 IN TULSA COUNTY, STATE OF OKLAHOMA,

**WHEREAS** the City of Owasso retains the absolute right to reopen the same without expense to the municipality, and repealing all ordinances or parts of ordinances in conflict herewith; and

**WHEREAS**, the City of Owasso, Oklahoma has deemed it necessary and expedient to close to the public use a portion of a certain public utility and drainage easement; and

**WHEREAS**, said portion of utility and drainage easement is described as follows:

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 PROPERTY IS 4,921 SQUARE FEET IN SIZE.

Section 1. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

Section 2. All ordinances, or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 3. 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 4. The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

Section 5. That there be filed in the office of the County Clerk of Tulsa County, Oklahoma, a true and correct copy of this Ordinance.

PASSED by the City Council of the City of Owasso, Oklahoma on the 5<sup>th</sup> day of April, 2016.

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

(S E A L)

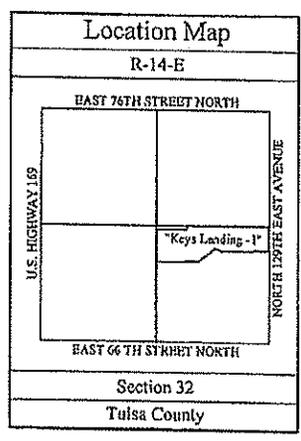
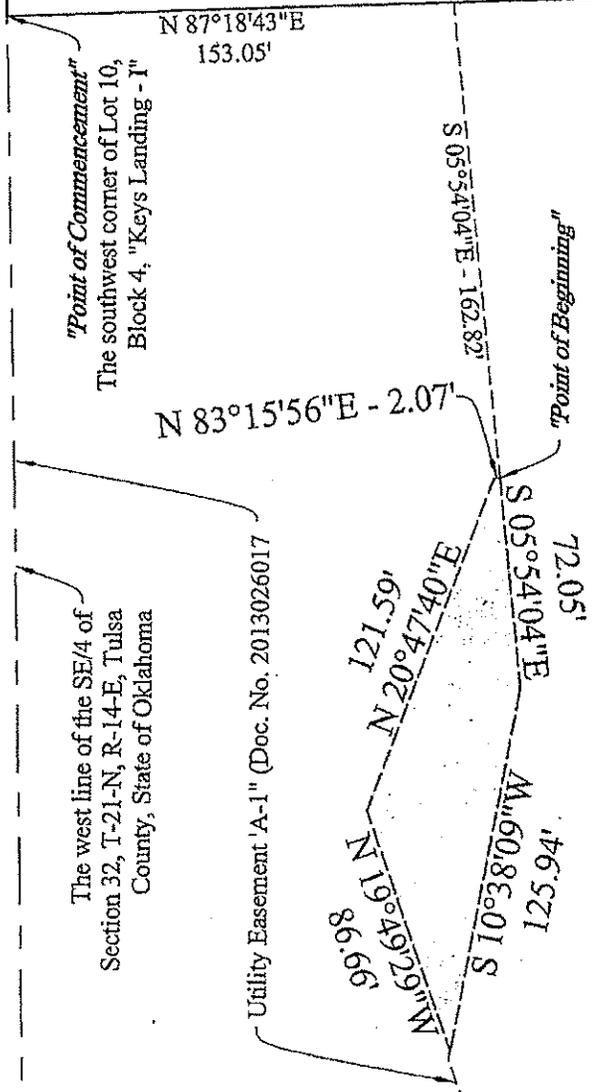
ATTEST:

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

APPROVED as to form and legality this 5<sup>th</sup> day of April, 2016.

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

9  
 Exhibit "A"  
 4 "Keys Landing - I"  
 10 Plat No. 6134  
 N. 120th  
 E. Ave. 2  
 1



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>Tulsa Engineering &amp; Planning Associates, Inc.        9820 East 41st Street, Suite 102 Tulsa, OK 74146        Phone: 918-252-9621 Fax: 918-250-4566        Civil Engineering • Landsurveying • Land Planning  <small>Certificate of Authorization No. CA 551 PE/LS Renewal Date June 30, 2017</small></p>		<p>Job No: 14-018.00        Scale: 1" = 60'        Date: 12/15/2015        Sheet 1 of 2</p>
--	---	--	---

**ENGINEER / SURVEYOR**  
**Tulsa Engineering & Planning Associates, Inc.**  
 9620 East 41st Avenue, Suite 102  
 Tulsa, Oklahoma 74120  
 918.252.9821  
 CERTIFICATE OF ANNOUANCE NO. 131  
 EXPIRES: JUNE 26, 2017

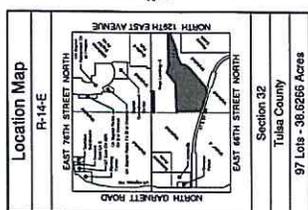
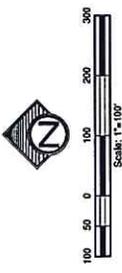
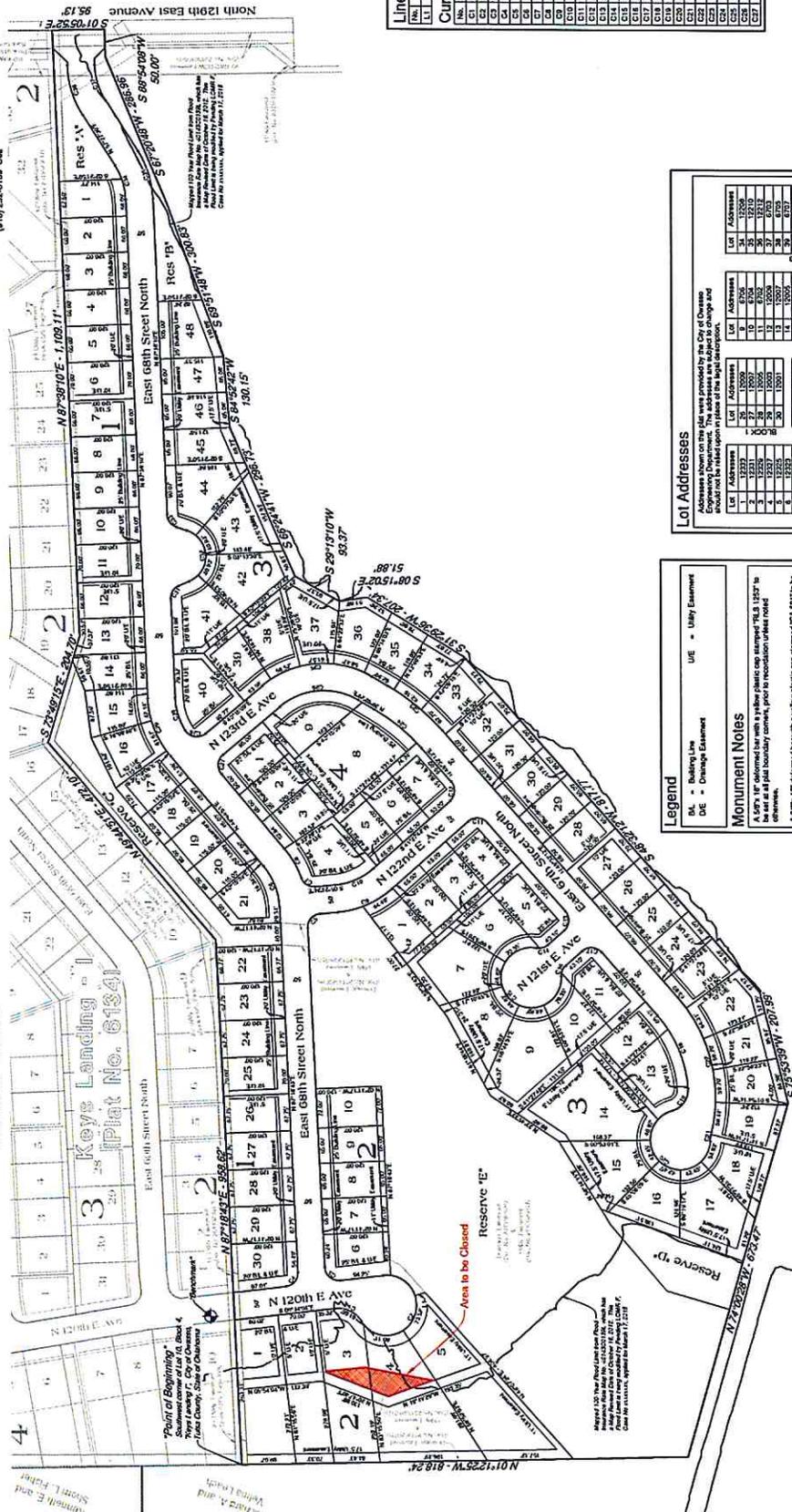
# Keys Landing II

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.**  
 From Suggs, Administrator  
 P.O. Box 874  
 Owasso, OK 74055  
 (918) 234-0180 Cell

County Treasurer of  
 County Treasurer  
 City of  
 City of

Section 32  
 Tulsa County  
 97 Lots - 38.6265 Acres  
 Scale 1" = 2,000'



**Line Table**

No.	Bearing	Distance	No.	Bearing	Distance
L1	N 14°32'12" W	15.27	L1	N 0°02'02" E	20.17

**Curve Table**

No.	Data	Radius	Chord Bearing	Chord Distance
C1	64°43'15"	100.00	N 01°02'11" E	8.31
C2	29°59'15"	25.00	S 14°14'11" W	14.80
C3	29°59'15"	25.00	N 72°50'07" E	13.15
C4	89°09'07"	25.00	S 4°15'48" E	25.96
C5	89°09'07"	25.00	S 77°14'07" W	48.36
C6	73°53'12"	25.00	S 24°19'11" W	20.62
C7	89°09'07"	25.00	S 4°15'48" E	25.96
C8	89°09'07"	25.00	S 77°14'07" W	48.36
C9	89°09'07"	25.00	S 4°15'48" E	25.96
C10	89°09'07"	25.00	S 77°14'07" W	48.36
C11	89°09'07"	25.00	S 4°15'48" E	25.96
C12	89°09'07"	25.00	S 77°14'07" W	48.36
C13	89°09'07"	25.00	S 4°15'48" E	25.96
C14	89°09'07"	25.00	S 77°14'07" W	48.36
C15	89°09'07"	25.00	S 4°15'48" E	25.96
C16	89°09'07"	25.00	S 77°14'07" W	48.36
C17	89°09'07"	25.00	S 4°15'48" E	25.96
C18	89°09'07"	25.00	S 77°14'07" W	48.36
C19	89°09'07"	25.00	S 4°15'48" E	25.96
C20	89°09'07"	25.00	S 77°14'07" W	48.36
C21	89°09'07"	25.00	S 4°15'48" E	25.96
C22	89°09'07"	25.00	S 77°14'07" W	48.36
C23	89°09'07"	25.00	S 4°15'48" E	25.96
C24	89°09'07"	25.00	S 77°14'07" W	48.36
C25	89°09'07"	25.00	S 4°15'48" E	25.96
C26	89°09'07"	25.00	S 77°14'07" W	48.36
C27	89°09'07"	25.00	S 4°15'48" E	25.96
C28	89°09'07"	25.00	S 77°14'07" W	48.36
C29	89°09'07"	25.00	S 4°15'48" E	25.96
C30	89°09'07"	25.00	S 77°14'07" W	48.36

**Lot Addresses**

Addresses shown on this plat were provided by the City of Owasso. The City of Owasso is not responsible for the accuracy of the addresses shown on this plat. The City of Owasso is not responsible for the accuracy of the addresses shown on this plat. The City of Owasso is not responsible for the accuracy of the addresses shown on this plat.

Block	Lot	Address
BLOCK 1	1	6100
	2	6102
	3	6104
	4	6106
BLOCK 2	5	6108
	6	6110
	7	6112
	8	6114
BLOCK 3	9	6116
	10	6118
	11	6120
	12	6122
BLOCK 4	13	6124
	14	6126
	15	6128
	16	6130

**Legend**  
 DA = Building Line  
 DC = Change Easement  
 UE = Utility Easement

**Monument Notes**  
 1. All monuments shown on this plat are to be set in place by the owner of the land shown on this plat.  
 2. All monuments shown on this plat are to be set in place by the owner of the land shown on this plat.  
 3. All monuments shown on this plat are to be set in place by the owner of the land shown on this plat.

**Basis of Bearings**  
 The bearings shown on this plat are based on the Oklahoma State Plane Coordinate System North Zone.

**Benchmark**  
 Checked "30" or "40" on top of each in the lot on Lot 10, Block 4 of "Keys Landing II". Benchmark is located approximately 11.8' east of the center of the lot. Benchmark is located approximately 11.8' east of the center of the lot. Benchmark is located approximately 11.8' east of the center of the lot.

**Backflow Preventer Valve**  
 The owner of the lot shown on this plat is to install a backflow preventer valve on the lot shown on this plat. The owner of the lot shown on this plat is to install a backflow preventer valve on the lot shown on this plat.

**Lot Addresses**  
 Addresses shown on this plat were provided by the City of Owasso. The City of Owasso is not responsible for the accuracy of the addresses shown on this plat. The City of Owasso is not responsible for the accuracy of the addresses shown on this plat.

**Zoning**  
 The zoning for Keys Landing II is R-14-E.

**Scale Factor**  
 The scale factor for this plat is 1.0000167 to determine the actual ground distance.

**CERTIFICATE OF FINAL PLAT APPROVAL**

I hereby certify that this plat was approved by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

This approval is void if the above signature is not endorsed by the City Clerk.

By: \_\_\_\_\_ City Clerk



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

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

**SUBJECT:** Ordinance 1075, OA 16-01 and OZ 16-02

**DATE:** April 1, 2016

---

**BACKGROUND:**

The City of Owasso received an application for the annexation case OA16-01 and associated zoning case OZ 16-02 for a tract of land approximately .52 acres in size located at 11595 E 116 St N.

**CITY COUNCIL:**

On March 15, 2016, City Council considered these items and voted unanimously to approve the annexation request OA 16-01 and associated zoning case OZ 16-02. Said action will bring the subject tract into the corporate limits of the City of Owasso with an assigned zoning of CS (Commercial Shopping).

This ordinance affirms the action taken by the City Council.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 1075.

**ATTACHMENTS:**

Ordinance 1075  
Location Map

**CITY OF OWASSO, OKLAHOMA  
ORDINANCE 1075**

**AN ORDINANCE ACCEPTING, ADDING, AND ANNEXING TO THE CITY OF OWASSO, OKLAHOMA, ADDITIONAL LANDS AND TERRITORY AS REFERENCED IN ANNEXATION CASE OA-16-01 AND APPROVING ZONING APPLICATION NUMBER OZ-16-02 CHANGING THE ZONING OF PROPERTY LOCATED IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION FIVE (5), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, PROVIDED THAT FROM AND AFTER THE PASSAGE AND PUBLICATION OF THIS ORDINANCE THAT ALL OF THE REAL PROPERTY WITHIN SAID TERRITORY HEREIN DESCRIBED SHALL BE A PART OF THE CITY OF OWASSO, OKLAHOMA, AND FURTHER DECLARING THAT ALL PERSONS RESIDING THEREIN SHALL BE SUBJECT TO THE JURISDICTION, CONTROL, LAWS, AND ORDINANCES OF THE CITY OF OWASSO, OKLAHOMA ESTABLISHING THE SAME AS PART OF WARD ONE OF SAID CITY AND DIRECTING THE FILING OF THIS ORDINANCE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

**WHEREAS**, public hearings have been held regarding the request for annexation of the property herein described, and

**WHEREAS**, the Owasso City Council has considered the recommendation of the Owasso Annexation Committee, the Owasso Planning Commission and all statements for or against the requested annexation and rezoning of the property referenced in application OA-16-01 and the rezoning of the same property referenced in OZ-16-02.

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

A TRACT OF LAND SITUATED IN SECTION FIVE (5), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 858 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION FIVE (5), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, THENCE NORTH 225 FEET; THENCE EAST 137 FEET; THENCE SOUTH 225 FEET; THENCE WEST 137 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE SOUTH 60 FEET THEREOF FOR STREET, CONTAINING .52 ACRES MORE OR LESS.

be, and the same is hereby annexed to, made a part of, and added to the City of Owasso, Oklahoma, and the corporate limits thereof be and are hereby extended to include the above described territory and real estate and the same is hereby zoned from AG (AGRICULTURAL) TO CS (COMMERCIAL SHOPPING) District

Section 1. That from and after the passage and publication of this Ordinance, the real estate and territory described in Section 1 hereof shall be a part of the City of Owasso, Oklahoma, and in Ward One thereof, and all persons residing therein, and all property situated thereon, shall be and are hereby declared to be subject to the jurisdiction, control, laws, and ordinances of the City of Owasso, Oklahoma, in all respects and particulars.

Section 2. All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 3. 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 4. The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

Section 5. That there be filed in the office of the County Clerk of Tulsa County, Oklahoma, a true and correct copy of this Ordinance and correct map of the territory annexed.

PASSED AND APPROVED this 5<sup>th</sup> day of April, 2016.

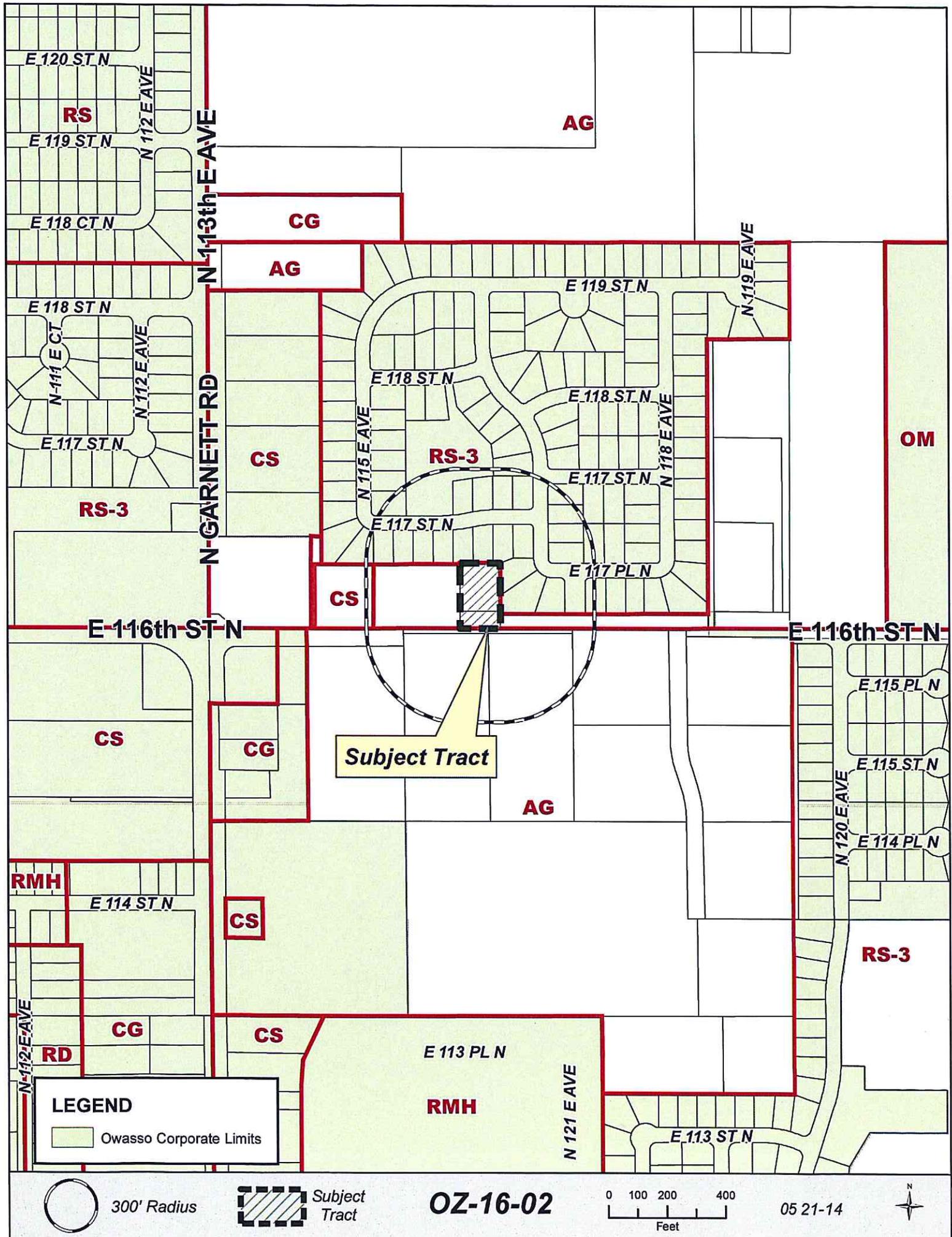
\_\_\_\_\_  
Jeri Moberly, Mayor

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

(SEAL)

APPROVED AS TO FORM:

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



**RS**

**AG**

**CG**

**AG**

**OM**

**CS**

**RS-3**

**RS-3**

**CS**

**CS**

**CG**

**Subject Tract**

**AG**

**RMH**

E 114 ST N

**CS**

**RS-3**

**LEGEND**

 Owasso Corporate Limits

 300' Radius

 Subject Tract

**OZ-16-02**

0 100 200 400  
Feet

05 21-14





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

**FROM:** Scott Chambliss  
Chief of Police

**SUBJECT:** Supplemental Appropriation - Southern Agriculture Donation

**DATE:** April 1, 2016

---

**BACKGROUND:**

In March of 2016, Southern Agriculture provided the police department with a check for \$681. This donation is from an ongoing funding-raising effort by Southern Agriculture to help with the day-to-day operations of the police K-9 program. Southern Agriculture has been an outstanding partner for the police K-9 program and their efforts are greatly appreciated.

**RECOMMENDATION:**

Staff recommends acceptance of the donation from Southern Agriculture and approval of a budget amendment in the Police Department, Half-Penny Sales Tax Fund increasing the estimated revenue and increasing the appropriation for expenditures by \$681.



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

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

**SUBJECT:** Donation from Ascension Health

**DATE:** April 1, 2016

---

**BACKGROUND:**

Staff recently received a donation from Ascension Health in the amount of \$400. Ascension Health has specified that this money be used to cover the cost of continued medical education classes for Owasso Fire Department paramedics.

**RECOMMENDATION:**

Staff recommends acceptance of the \$400 donation from Ascension Health and approval of an amendment to the FY2016 Ambulance Service Fund (20-255) increasing the estimated revenues and the appropriation for expenditures by \$400.



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

**FROM:** Jason Woodruff  
Deputy Chief of Police

**SUBJECT:** Disposal of Surplus Vehicles

**DATE:** April 1, 2016

---

**BACKGROUND:**

This item is a request to "declare surplus" nine vehicles previously in use by the Owasso Police Department.

By city ordinance, surplus or obsolete supplies, materials or equipment valued at more than \$500 must be declared surplus by the City Council before they are sold. Items valued at \$500 or less may be declared surplus by the city manager. Surplus items valued at over \$1,500 must be offered for bid or auction.

The nine vehicles in question are obsolete for use in the police department due to mechanical and cosmetic related issues. These vehicles are not suitable for transfer to another city department. It is difficult to place an exact value on each vehicle; therefore, the intent is to offer the vehicles through online auction. Offering the vehicles through auction ensures compliance with city ordinance in the event one of the vehicles sells for more than \$1,500.

**RECOMMENDATION:**

Staff recommends City Council declare as surplus the following nine vehicles:

- 1999 Ford Explorer (VIN: 1FMZU32X5XZA01461)
- 2003 Ford Crown Victoria (VIN: 2FAFP71W83X152072)
- 2003 Ford Crown Victoria (VIN: 2FAFP71W3X152074)
- 2003 Ford Crown Victoria (VIN: 2FAFP71W83X152069)
- 2003 Ford Crown Victoria (VIN: 2FAFP71W63X152071)
- 2005 Ford Crown Victoria (VIN: 2FAFP71W75X114061)
- 2005 Ford Crown Victoria (VIN: 2FAFP71W35X170241)
- 2005 Ford Crown Victoria (VIN: 2FAFP71W15X171873)
- 2005 Ford Crown Victoria (VIN: 2FAFP71W45X170233)



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

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

**SUBJECT:** Planned Unit Development, PUD-16-02 (OZ 16-03) – Owasso Senior Living

**DATE:** April 1, 2016

**BACKGROUND:**

The City of Owasso received a Planned Unit Development (PUD) application for consideration of Owasso Senior Living from Smalygo Properties. The subject property is located at 13707 E 96<sup>th</sup> St N, one lot west of Christ's Church of Owasso. The proposed housing development is planned for senior rental units. This development proposes an underlying Residential Townhome (RTH) zoning designation with a Planned Unit Development (PUD) overlay.

**SURROUNDING ZONING:**

Direction	Zoning	Use	Land Use Plan	Jurisdiction
North	RE (Residential Estate)	Undeveloped	Residential	City of Owasso
South	RE (Residential Estate)	Single Family Homes	Residential	City of Owasso
East	AG (Agriculture)	Single-Family Agriculture/Residential	Residential	City of Owasso
West	AG (Agriculture)	Single-Family Agriculture/Residential	Residential	City of Owasso

**SUBJECT PROPERTY/PROJECT DATA:**

<b>Property Size</b>	2.85 acres
<b>Current Zoning</b>	AG (Agriculture)
<b>Proposed Use</b>	Senior Housing
<b>Lots/Blocks</b>	N/A
<b>Land Use Plan</b>	Residential
<b>Number of Reserve Areas</b>	N/A
<b>Gross Dwelling Units/Acre</b>	10.88 DU/Acre proposed
<b>Within PUD?</b>	OPUD 16-02
<b>Within Overlay District?</b>	No
<b>Water Provider</b>	City of Owasso
<b>Applicable Paybacks</b>	Storm siren fee of \$35/acre Potential Elm Creek Sanitary Sewer \$1580.00/Acre
<b>Streets (public or private)</b>	Private

## ANALYSIS:

This PUD application was submitted to request the construction of senior living townhome-style rental dwelling units on a single piece of property located at 13707 E 96<sup>th</sup> St N. The proposed project identifies thirty-one (31) units in four (4) single-story buildings which shall be under common-ownership. An on-site office/model unit is proposed on the site as well. The concept of the proposed development is to create attractive, safe, and comfortable living units targeting the 55 years and older demographic.

The subject property, located along the E 96<sup>th</sup> St N corridor, has seen recent development and is expected to see additional development with infill projects. There are established single-family neighborhoods to the south and west, with some remaining large agricultural tracts that will likely see future development projects. The recently adopted Owasso Transportation Master Plan identifies E 96<sup>th</sup> St N from N 129<sup>th</sup> E Ave to N 145<sup>th</sup> E Ave as being designed as a wider complete street with boulevard that would preferably be constructed by 2020.

The development would consist of single-story, attached units arranged in four buildings that center around a courtyard that would house the majority of the amenities as well as promoting community and social interaction. The 31 proposed units would result in a gross density of 10.88 units/acre. The units are proposed to be one-bedroom units with an extra "craft" room or two bedroom units.

The Owasso Senior Townhouse development is based off a concept that the applicant has developed successfully in Collinsville, which has now expanded to Skiatook and Oologah. The units would range from 700 – 850 square feet and would rent from approximately \$750 - \$900 per month. Based on the proposed price range, the units would rent for generally the same price as the NinetyEight in town, one of the premiere developments in the area. The units are constructed to be energy efficient and ADA accessible, with interior finishes that are seen in many higher-end developments throughout the City. The grounds will be under common ownership and management, eliminating the need for the individual occupants to do their own yard maintenance. The units would not be low-income nor would they be open to allow assistance vouchers. The open space provided per the plan is proposed to exceed 20% and contain features that promote physical activity and social interaction.

The Federal Housing and Urban Development (HUD) Agency has specific legislation in the form of the Housing for Older Persons Act of 1995 (HOPA), which regulates senior housing and its relation to the practice of fair housing law (see attachments). The HUD information stated that the applicant can maintain the property as 55 or older and can prohibit those younger or with children from leasing and occupying the premises without violating fair housing law. The owner must publish, market and adhere to policies and procedures that demonstrate intent to provide housing for persons 55 years and older. The applicant has stated that the development will be only for those over 55 years in age.

With any residential PUD, amenities are required that will make the project more appealing, will keep property values high, and provide recreational opportunities for future residents. Being a development targeting seniors, the amenities proposed are not the same as seen from most single-family PUD neighborhoods, but are amenities catering to the needs of older adults. The amenities would include:

- Sidewalks and walking paths throughout the development
- Central greenspace and recreational area (for shuffleboard, croquet and horseshoes, etc.)

- Gazebos
- Outdoor BBQ and fire pits
- Pond with aerator
- Onsite storm shelters
- A recycling area
- Fire sprinklers in each unit

Quality senior-housing options are in great demand in the City of Owasso. There are limited opportunities for seniors looking to downsize, move closer to their families or to find fellowship with others in their age group. There are many levels and types of senior housing, but this falls into simple housing for those who do not require care, on-site assistance or specialized living arrangements.

Since the Planning Commission meeting and the City Council Worksession, the applicant resubmitted the PUD, agreeing to the conditions requested by staff and recommended by the Planning Commission. Additionally, the applicant discovered a scrivener's error in their square footage calculation and provided documentation (see attachments) to show that the property is actually 2.85 acres, not the 2.59 acres previously shown.

City staff published legal notices of the PUD request in the Owasso Reporter and mailed notices to property owners within a three hundred- (300) foot radius of the subject property. After the applicant requested to delay the City Council hearing until the 5<sup>th</sup> of April, staff re-sent notices to all property owners within three hundred- (300) feet of the subject property to inform them of the change of date.

#### **CONCEPT OF A PUD:**

The concept of a Planned Unit Development is to provide a creative alternative to conventional development where a particular tract is under common ownership or control and where a detailed development plan, outlining the development of the tract as a unit is proposed and submitted for public review. The use of a PUD technique is a way to amend a zoning ordinance in accordance with a complete and coordinated plan of development for a larger parcel, rather than piecemeal individual changes using the variance process. Additionally, a PUD typically produces a higher quality product with better amenities, architecture, landscaping and buffering.

**Planned Unit District Zoning** - In many communities, planned unit districts are popular as a tool to tailor a zoning case to the specifics of a proposed use. Each request to apply such a zone must be accompanied by a conceptual plan. The Planning Commission may recommend additional conditions on such a request. The advantage of PUD zoning is that it allows an applicant to specifically address concerns that may arise in the consideration of the case and to tailor the allowed uses, development standards, and any design considerations to the particular property in question.

**PUD Definition from Owasso Zoning Code** - A type of zoning district that authorizes the approval of development regulations tailored to a specific property. PUD ordinances may either be overlay districts or separate districts, and may include special development standards and use combinations generally not allowed by other standard zoning districts

## **ZONING:**

The underlying zoning is typically of great importance to a land use case and should be considered. However, in the case of a PUD, the underlying zoning is not of any real importance. Staff requested that the applicant rezone the property to RTH because the proposed density 10.88 units/acre was the closest to what is the maximum density allowed in RTH zoning (12.1 unit/acre). In the past, the City has not required the applicant to rezone the property with a PUD, because with a PUD, the underlying zoning really doesn't legally matter and does not dictate the use and development of the property.

The only reason staff requested the rezoning with the PUD is to keep the zoning map consistent. This is the same process staff has used in such cases as Lake Valley. The applicant was requesting a use or density that was beyond what RS-3 allows, but it was the closest use and density, so staff requested they rezone to RS-3 with their PUD application. Not required, but preferred by staff.

Further, the 2030 Land Use Master Plan supports the possibility of zoning of RTH in the residential land use category as an individual lot development with a PUD. Having an underlying zoning classification that most closely mirrors the proposed use makes the overall City zoning map consistent with the ultimate use that will be placed on the property.

An example of an inconsistency of the underlying zoning is found in sections of Chelsea Park. This single-family neighborhood, to the east of the TTC/TCC Campus, contains areas zoned Light Industrial (IL) because the underlying zoning was not changed with the PUD. Legally, there are no issues, however it creates zoning map and property title inconsistencies.

A PUD is its own zoning district, and essentially its own zoning code, within a carefully outlined and designed plan package. It likely would have been much simpler and clearer in this case to leave the rezoning out of the equation. In fact, staff requested the rezoning only to maintain consistency in our mapping. That being said, the applicant and staff agree that RTH (Residential Townhome) zoning continues to be the appropriate request for this project. It is a matter of density, not what the senior units are called, how they are built, or what the architecture looks like.

## **DENSITY:**

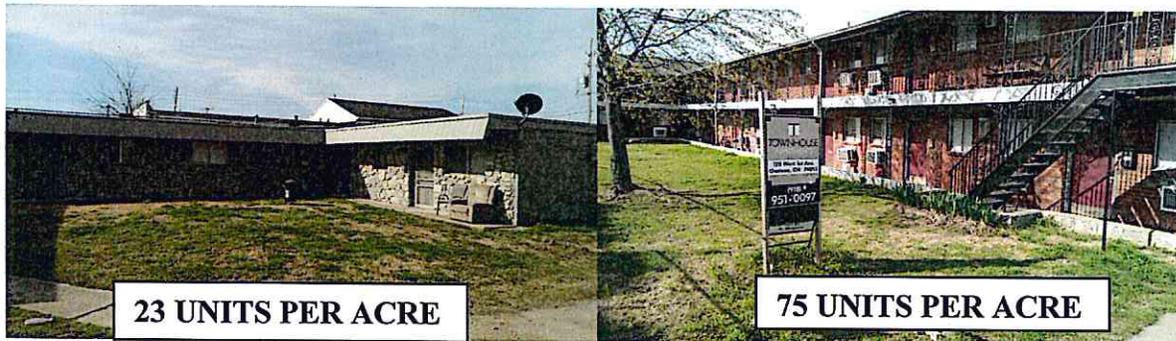
Residential Maximum Densities (measured in gross density of land area per unit):

- RE – 1.53 units/acre
- RS1 – 2.72 units/acre
- RS2 – 4.00 units/acre
- RS3 – 5.18 units/acre
- Typical RS3 PUD – 8.3 units/acre
- RD – 10.37 units/acre
- RTH – 12.1 units/acre
- RM – 25 units/acre

For reference, here are the densities of other developments in the community:

- NinetyEight - 18.6 units/acre
- Owasso Townhouse Apartments (1<sup>st</sup> & Atlanta) – 75 units/acre
- Watercolors – 6.7 units/acre

- Apartments at 76<sup>th</sup> & Atlanta – 23 units/acre
- Villas at Stonebridge – 7.27 units/acre
- Cottages at Tallgrass Pointe – 19.9 units/acre
- Hickory Creek (single-family PUD) – 8.3 units/acre



The Zoning Code does contain an appropriate density for townhomes. It is not clearly spelled out in the development tables, and thus it is often overlooked. Townhome development calls for a minimum of 3,600 square feet of land per dwelling unit, which calculates to a density of 12.1 units per acre. Whether it's a 3-story true townhome, a garden style senior development, or a detached home neighborhood, the development should not exceed 12.1 units per acre.

The Smalygo development now stands at 31 units (per staff and Planning Commission recommendation) on 2.85 acres (per updated Tulsa County records, with the applicant mistakenly saying 2.59 in his original application. He miscalculated his own square footage, but the legal description and all notices were correct). That density calculates to 10.88 units per acre which is significantly under the allowable 12.1 units per acre maximum.

The density is allowable. The focus then becomes whether this project, and all its specifics, is an appropriate use. Has the site been well designed to mitigate a higher density? Is there sufficient screening? Is the use of senior housing appropriate? Are the conditions recommended appropriate?

**LAND USE MASTER PLAN CONSISTENCY:**

The adopted Owasso 2030 Land Use Master Plan (Plan) identifies the subject property and its surroundings as having residential uses, with RTH zoning as a possible zoning for the property, meaning it would be an allowed use in the right circumstances (with a PUD).

The following is language taken directly from the GrOwasso 2030 Land Use Master Plan and provides reasoning for consideration of this type of development:

In some instances, duplexes or townhomes may be appropriate in the Residential land use category. Typically, this will be accomplished using the Planned Unit Development (PUD) approach for development applications. As the City grows, it becomes more urbanized and development becomes more complex. Therefore, more care needs to be taken when allowing higher density and more intense uses in developed areas. Considering this, duplex and townhome uses may be appropriate in some locations within the Residential land use district under certain conditions.

### **Corresponding Zoning Classifications:**

The following zoning districts are best suited for the Residential District:

- Agricultural (AG)
- Residential Estate (RE)
- Residential Single Family (RS-1, RS-2, RS-3)
- Residential Duplex (RD) or Residential Townhome (RTH) – Allowed as a single use if the proposed development is part of an existing duplex or townhome development, or if functioning as a buffer between higher and lower intensity uses such as between single family residential and commercial, or is developed as a PUD as an individual lot or a multiple lot development.
- Planned Unit Developments (PUD)

### **PLANNING ISSUES:**

Future planning issues must still be considered if the PUD is approved. If approved, the applicant will be required to adhere to all City of Owasso subdivision regulations and engineering requirements.

According to the Owasso Zoning Code, the Planning Commission and City Council shall hold a public hearing on any PUD application and determine the following:

1. Whether the PUD is consistent with the Comprehensive Plan.
2. Whether the PUD is in harmony with the existing and expected development of surrounding areas.
3. Whether the PUD is a unified treatment of the development possibilities of the project site.
4. Whether the PUD is consistent with the stated purpose and standards of the PUD ordinance.
  - a. To permit innovative land development while maintaining appropriate limitation on the character and intensity of use assuring compatibility with adjoining and proximate properties;
  - b. To permit flexibility within the development to best utilize the unique physical features of the particular site;
  - c. To provide and preserve meaningful open space; and
  - d. To achieve a continuity of function and design within the development.

The developer held an optional neighborhood meeting at Bricktown Brewery in Owasso on February 10, 2016. The applicant introduced the proposal and asked for input from neighboring property owners. The majority of the comments were that this was the wrong location for the development due to the proximity to more expensive homes. The applicant listened to the concerns of the citizens regarding the project, and as a result has taken measures to address some of the issues raised.

This item has been met with a great deal of opposition from surrounding property owners. The development has been incorrectly labeled as low-income units that would attract an element who would reduce the regional property values. There is no merit to the statement of the units being low income and the developer has stated repeatedly that he will not accept vouchers or other forms of assistance.

A townhome is typically a multi-story unit attached to other units, and there are no units above or below it. Townhomes can be individually owned or rentals. Townhomes have been widely discussed and that straight RTH zoning specifically defines what a townhome is and how it should be used. This is a true statement, these units would not meet all definitions of a townhome and do not match portions of the definition of townhome from the Owasso Zoning Code: *Townhouse Development – A row of at least two attached dwelling units each separated by a party wall on individual lots and designated for separate ownership of the individual dwelling units with no separate dwelling unit constructed above another dwelling unit.*

The applicant has called this Senior Townhomes, which may make sense given that multiple levels would not be appealing to or safe and appropriate for seniors. In fact, if the units were true townhomes (per definition), they would result in the same density, but would be much more visible and obvious. Single-story is a better fit in this location.

Other areas of Owasso have higher-density, 1500-square foot, homes called "Estates"; apartments called "Cottages"; neighborhoods called "Parks"; and so forth. These homes or units don't actually meet the true definition of the housing type advertised. It is simply a way to market, advertise, or paint a picture for future owners or renters.

The primary issue is, and always has been, density. Density is the key to land use decisions involving residential uses and density is the heart of this issue. RTH is a possibility in the residential category of the Land Use Master Plan because townhome density could be appropriate in a well-designed development through the vehicle of a PUD.

Definitions of townhomes and what the units are named is not the question at hand. This proposal, being a PUD, does not have to follow the Owasso Zoning Code development standards for any particular zoning district as a PUD allows for the variance of development standards. Any PUD should be evaluated based on the merits of the project, its fit with the current and expected development of the area, and the intensity of the use.

Staff looks most closely at the density associated with the project and whether it is within the allowable densities outlined in the Land Use Master Plan. The applicant has named them townhomes, but the project is not evaluated based on whether or not they are true townhomes, but on the proposed use and density.

The issue to be decided with this proposed case is one of land use consistency. This development has been inaccurately described as spot zoning. That is not accurate, this development proposes a residential use in a residentially dominated area that has already seen higher-intensity development of numerous churches. Additionally, this project would be in compliance with the adopted 2030 GrOwasso Land Use Master Plan, therefore would not be considered spot zoning.

The Land Use Master Plan has a map used as the main guide for land use decisions. That map defines what types of uses may be appropriate in every area within the fenceline. It's hard to plan for exactly what may be coming in the future, but the Land Use Plan is intentionally

designed with enough flexibility to allow for some projects that may be different, unusual or within a "gray area" as was discussed at the work session. Being in this "gray area" does not mean that a project or use is inappropriate. Rather, when a project of this type is proposed, the vehicle of the Planned Unit Development (PUD) is used to determine if the project, with certain defined characteristics, and certain conditions, is an appropriate use of the property given the current and expected development of the area.

This project is seen by neighboring property owners as a project they do not think is a fit near their homes. Tensions are high and neighbors may feel that City staff is 'against' them when opinions or recommendations are contrary to what they how they would prefer the property be developed.

Staff's responsibility is to provide expertise, to work with applicants to design projects, to mitigate potential issues, to listen to input from other interested parties and to provide unbiased recommendations. Staff does not favor the position of either the applicant or those in opposition. Staff provides information, input and professional opinion to those making land use decisions for Owasso.

#### **TECHNICAL ADVISORY COMMITTEE REVIEW:**

This item was taken to the TAC for review on February 24, 2016. After TAC review, the Community Development Department requested that the applicant make some changes to the PUD document and provide additional information. The applicant made the requested changes and provided the requested documentation.

#### **PLANNING COMMISSION:**

The Planning Commission heard this item on March 7, 2016, voting 4-1 to recommend Council approval of the PUD with staff's recommended conditions.

#### **RECOMMENDATION:**

After considering the development proposal and the current and expected development of the area and consulting with the GrOwasso 2030 Land Use Master Plan, staff recommends approval of OPUD 16-02 and OZ-16-03, with the following conditions:

- The number of units be maximum of 31
- A community garden area be provided for the residents
- At least two (2) trees or large shrubs per unit be provided on the site
- A screening berm at least six (6) feet in height be provided along E 96<sup>th</sup> St N. Landscaping shall be provided atop and surrounding the berm to screen and soften the transition.
- Perimeter screening fence of at least six (6) feet in height shall be constructed with steel support poles set in concrete along the western, northern and eastern boundaries. The smooth side of the fence shall be placed outward.
- Signage along the E 96<sup>th</sup> St N frontage be constructed as a monument sign no greater than four (4) feet in height, and set in a landscaped bed
- The development only be allowed as Senior Living Units with only those 55 years and older allowed as tenants or residents, in accordance with Fair Housing Law.

**ATTACHMENTS:**

Area Map

Aerial Map

Zoning Map

Land Use Plan Map

Land Use Plan Matrix

Land Use Plan Residential Use Description

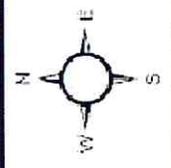
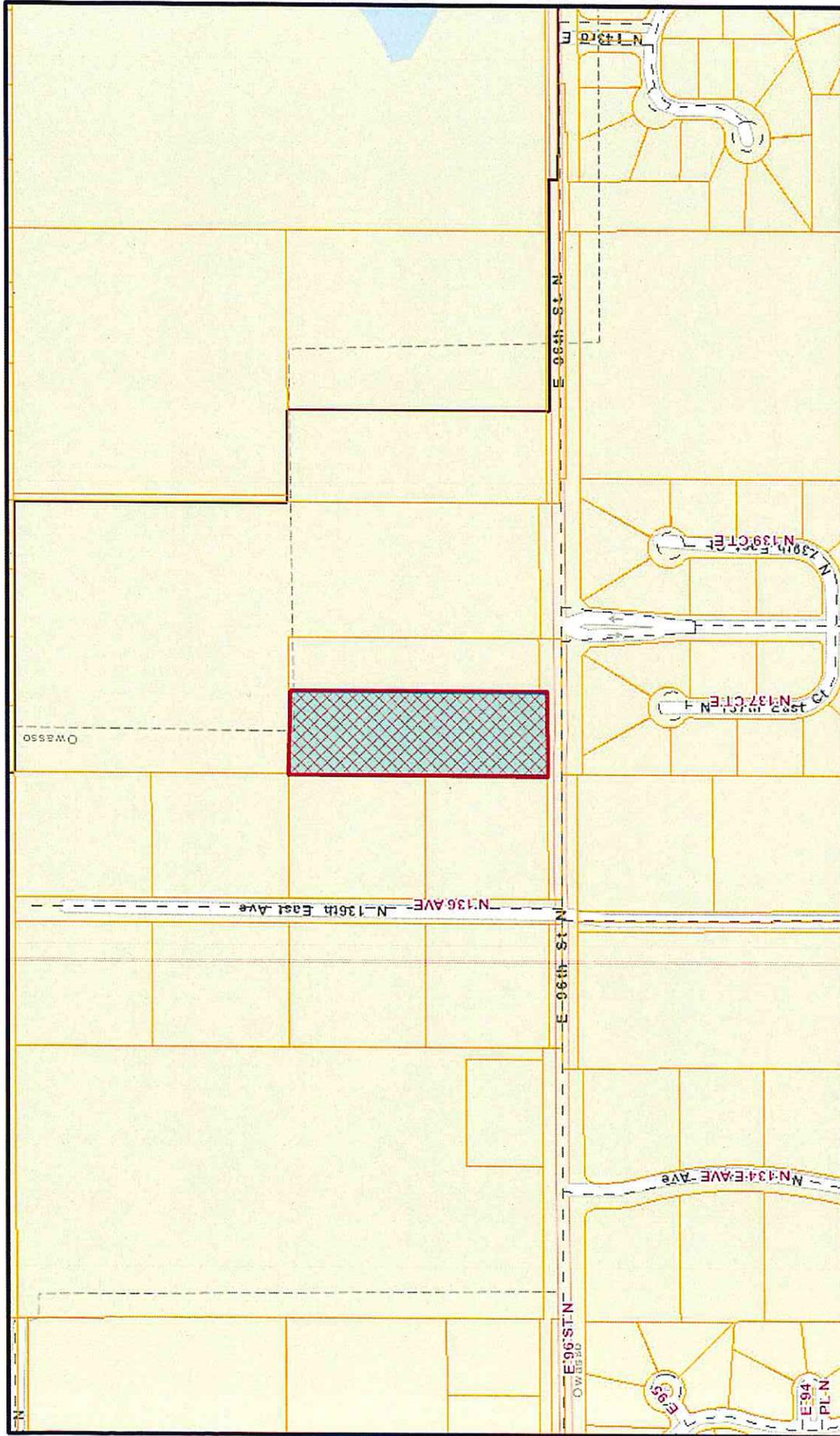
Outlined Development Plan

Conceptual Site Plan

Landscape Conceptual Drawings

Department of Housing and Urban Development (HUD) Information on Senior Housing  
Letter Regarding Lot Size Error

OPUD 16-02/OZ 16-03



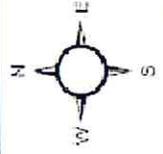
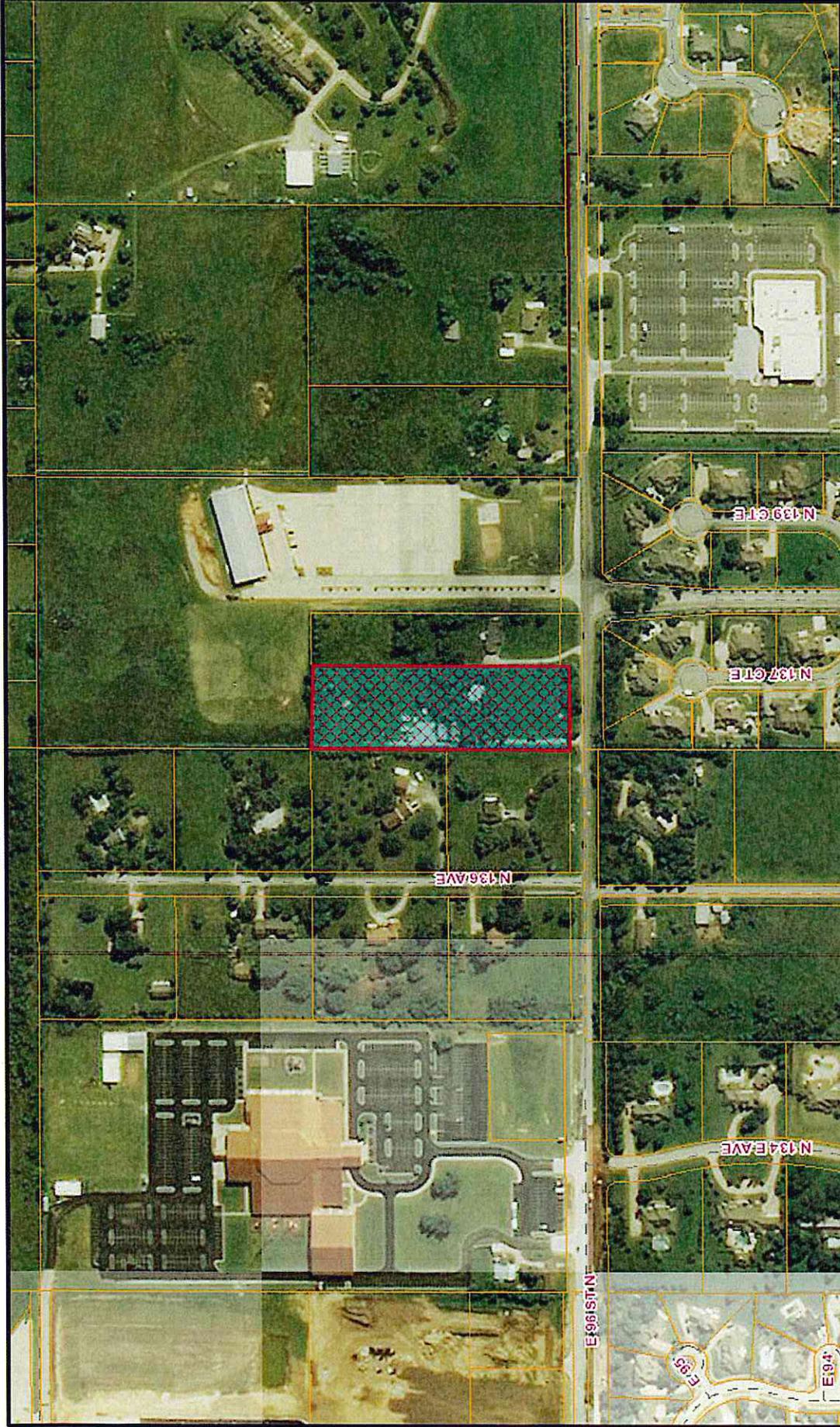
02/10/2016

Smalygo  
Properties

1" = 376 ft

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.

OPUD 16-02/OZ 16-03

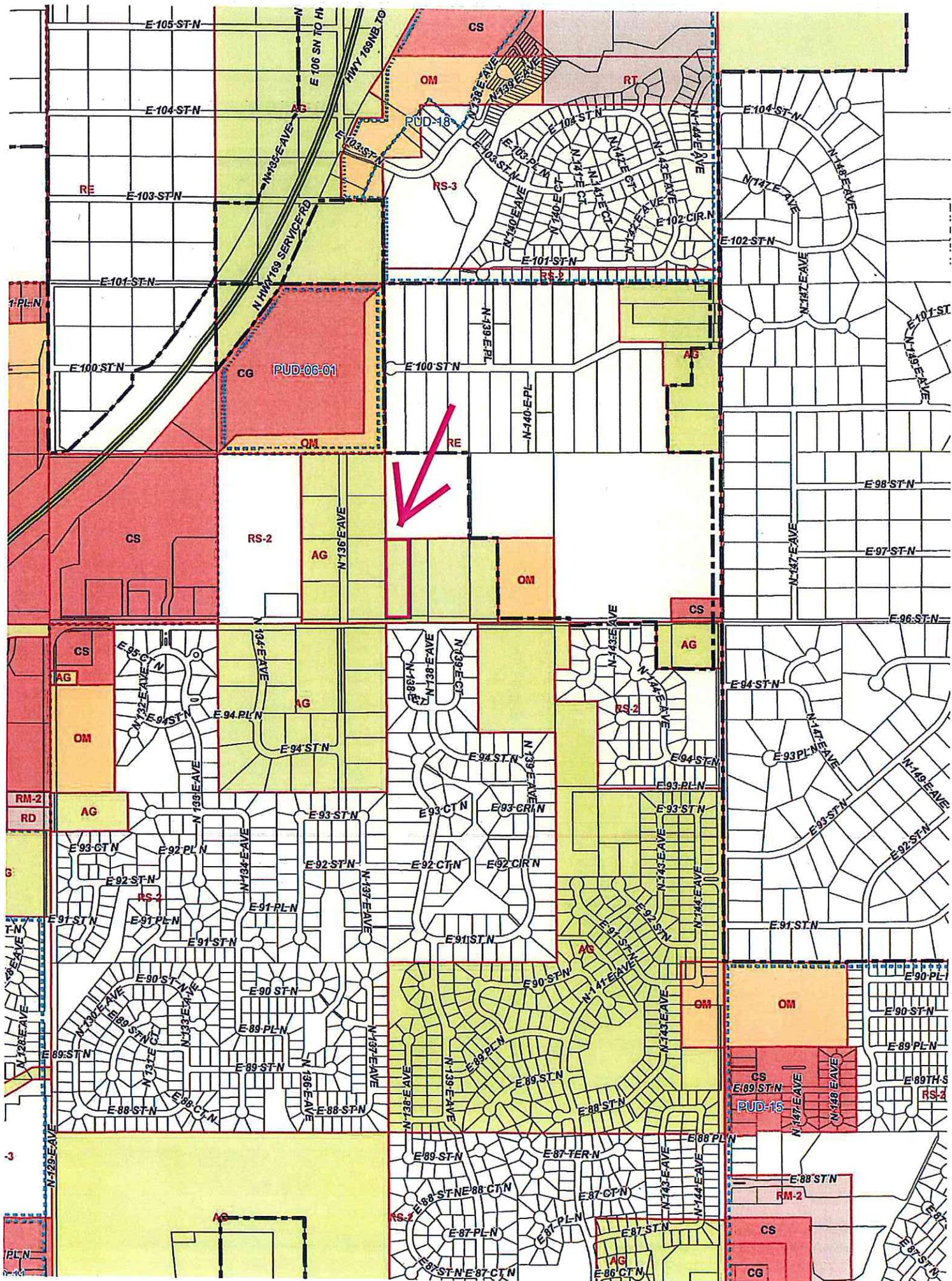


02/10/2016

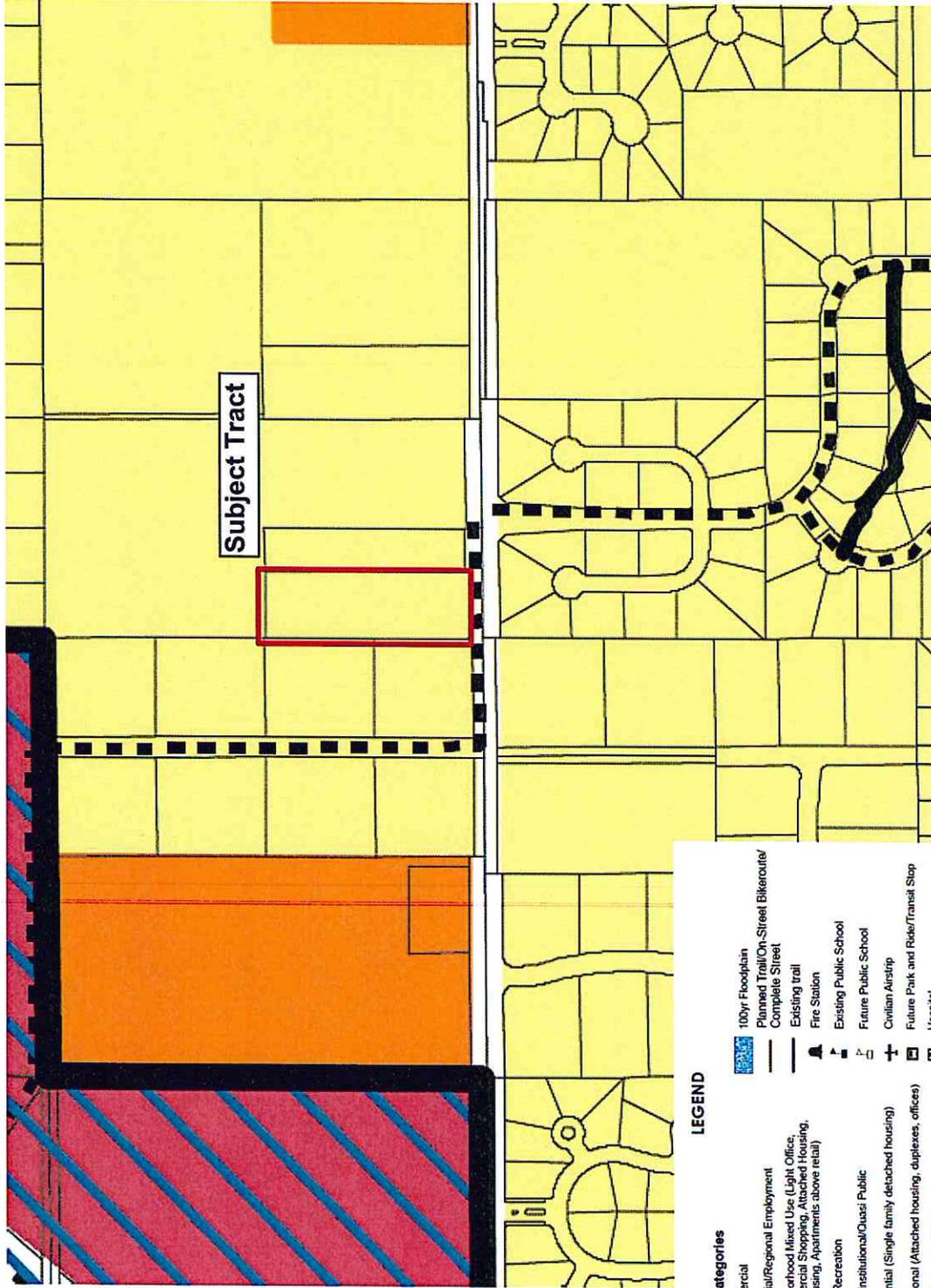
Smalygo  
Properties

1" = 376 ft

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.



# OPUD 16-02 Land Use Plan Map



**LEGEND**

Land Use Categories	
[Red Box]	Commercial
[Purple Box]	Industrial/Regional Employment
[Blue Box]	Neighborhood Mixed Use (Light Office, Commercial Shopping, Attached Housing, SF Housing, Apartments above retail)
[Green Box]	Parks/Recreation
[Light Blue Box]	Public/Institutional/Quasi Public
[Yellow Box]	Residential (Single family detached housing)
[Orange Box]	Transitional (Attached housing, duplexes, offices)
[Dark Blue Box]	US-169 Overlay District
[Cross-hatched Box]	*Glenn-Muir Addition Special District
[Diagonal-hatched Box]	**Downtown Development District

[Blue wavy symbol]	100yr Floodplain
[Dashed line symbol]	Planned Trail/On-Street Bikeroute/Complete Street
[Solid line symbol]	Existing trail
[Fire symbol]	Fire Station
[School symbol]	Existing Public School
[School symbol]	Future Public School
[Bus symbol]	Civilian Airstrip
[Bus symbol]	Future Park and Ride/Transit Stop
[Hospital symbol]	Hospital
[P symbol]	Public Park
[Golf symbol]	Golf Course
[Cemetery symbol]	Cemetery

Sheridan Rd

86th St. N.

76th St. N.

66th St. N.

**LAND USE PLAN  
ZONING MATRIX**

Base Zoning Districts	Land Use Districts							
	Parks and Recreational	Public/Institutional/Quasi-Public	Residential	Transitional	Neighborhood Mixed Use	Commercial	Industrial/Regional Employment	Downtown Development District
Agriculture (AG)		Allowed	Allowed					
Residential Estate (RE)		Allowed	Allowed					
Residential Single Family (RS-1)		Allowed	Allowed					
Residential Single Family (RS-2)		Allowed	Allowed		Allowed			
Residential Single Family (RS-3)		Allowed	Allowed		Allowed			Allowed
Residential Duplex (RD)		Allowed	Possible	Allowed	Allowed			Allowed
Residential Townhome (RTH)		Allowed	Possible	Allowed	Allowed			Allowed
Residential Multi-Family (RM)		Allowed		Allowed	Allowed			Allowed
Office Light (OL)		Allowed		Allowed	Allowed	Allowed		Allowed
Office Medium (OM)		Allowed		Possible		Allowed		Allowed
Commercial Shopping (Cs)		Allowed			Allowed	Allowed		Allowed
Commercial General (CG)		Allowed				Allowed		Allowed
Commercial High Intensity		Allowed				Allowed	Allowed	

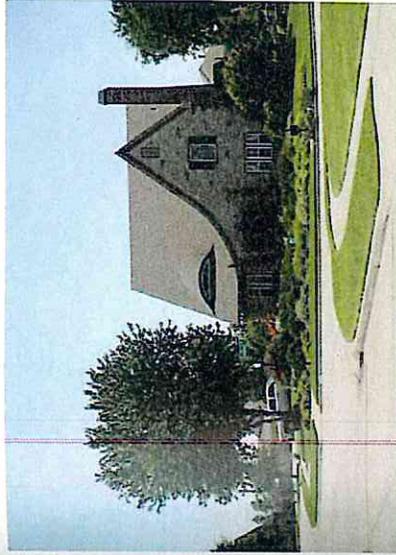
**Corresponding Zoning Classifications**  
Parks are permitted in all zoning districts.

**Land Use Plan Residential Development Information**

**Specific Plan Recommendation**

Identify a suitable parcel of land in the northeastern portion of the City for the construction of a neighborhood park of 3 to 25 acres in size. This recommendation should be carefully weighed against projected revenues verses long term maintenance costs

**Residential**



The Residential category represents the most predominant character of development in Owasso. This category typically is comprised of single family neighborhoods of varying lot sizes and represents the lowest intensity of all the use categories. Dwelling unit densities within the Residential category generally range from 2 to 5 units per acre. In some locations, particularly the eastern portions of the fence line in Roger's County, density can be as little 1 or fewer units per acre. Planned Unit Developments may also be found in the residential land use category and may contain various intensities of residential housing. In most cases, the Residential use category is buffered from higher intensity uses such as Commercial with the Transitional use district.

In some instances duplexes or townhomes may be appropriate in the residential land use category. Typically this will be accomplished using the Planned Unit Development (PUD) approach for development applications. As the City grows it becomes more urbanized and as such development becomes more complex. Therefore, more care needs to be taken when allowing higher density and more intense uses in developed areas. Considering this, duplex and townhome uses may be appropriate in some locations.

**Corresponding Zoning Classifications:**

- Agricultural (AG)
- Residential Estate (RE)
- Residential Single Family (RS-1, RS-2, RS-3)
- Residential Duplex (RD) or Residential Townhome (RTH) – Allowed as a single use if the proposed development is part of an existing duplex or townhome development or if functioning as a buffer between higher and lower intensity uses such as between single family residential and commercial, or is developed as a PUD as an individual lot or a multiple lot development.
- Planned Unit Developments (PUD)



# *Owasso* Senior Townhouses

## TABLE OF CONTENTS

<b>I.</b>	<b>Development Concept</b>	<b>3</b>
<b>II.</b>	<b>Property Legal Description</b>	<b>5</b>
<b>III.</b>	<b>Development Standards – Statistical Summary</b>	<b>6</b>
<b>IV.</b>	<b>General Provisions</b>	<b>7</b>
<b>Exhibit List</b>		
	<b>Exhibit A – Aerial Photography</b>	<b>8</b>
	<b>Exhibit B – Conceptual Site Plan</b>	<b>9</b>
	<b>Exhibit C – Conceptual Utility Plan</b>	<b>10</b>
	<b>Exhibit D – Current Zoning Map</b>	<b>11</b>
	<b>Exhibit E – Conceptual Detailed Site Plan</b>	<b>12</b>

# Owasso Senior Townhouses

## I. DEVELOPMENT CONCEPT

Owasso Senior Living (the “Development”) is a proposed boutique-style multi-family development originally proposed to have not more than thirty-five (35) Dwelling Units (see Exhibit B, “Conceptual Site Plan” and Exhibit E, “Conceptual Detailed Site Plan”, attached hereto) but revised to provide not more than thirty-one (31) Dwelling Units and a model unit / management office. Living units will be made available to the public, but specifically targeted towards senior citizens as an alternative to other forms of elderly living facilities. The development concept consists of attached single family Dwelling Units, each with private parking spaces and access to shared outdoor amenities which are focused on an active senior lifestyle. Each Dwelling Unit will have frontage on a private street for convenience.

The proposed Development will repurpose and replace multiple dilapidated structures currently existing on the Site. This redevelopment will replace a non-performing asset and will provide a residential stimulation to an already active growth area.

The Site is currently zoned Agriculture (see Exhibit D, “Current Zoning Map”, attached hereto). The Development proposes the RTH District (residential townhouse) zoning designation, which allows for more flexibility with laying out Dwelling Units and providing meaningful open space. The Development will have a maximum gross density of approximately 10.88 Dwelling Units per acre which accommodates space for outdoor amenities targeted toward active seniors. Although Owasso has several assisted living facilities, there is a great shortage of high quality housing for active seniors seeking residence in a low maintenance dwelling with common space encouraging fellowship and community with neighbors. Approximately twenty percent (20%) of the Site will be devoted to common space and amenities encouraging socialization and healthy activity. Such amenities will include, but will not be limited to:

- paved walking trails and recreational areas for shuffleboard, horseshoes, croquet, and other activities focused on an active senior lifestyle while providing opportunities for easy access and daily exercise;
- gazebos for gatherings, outdoor BBQ/fire pits, and bubbling water features providing opportunities to socialize;
- practical, yet highly appreciated amenities will include storm shelters, recycling bins and energy efficient units.

The Development will be enclosed on three sides (west, north and east sides) in privacy fencing consisting of six foot (6’) cedar plank fencing with stone or brick columns. Beautiful landscaping including trees, shrubs and ornamental plants will adorn the entrance (south side) of the Development creating a personal, maintenance free outdoor environment. Further, the interior of the Development will also feature trees, shrubs and ornamental plants, as well as flower beds and a community garden area (see Exhibit E, “Conceptual Detailed Site Plan”, attached hereto).

# Owasso Senior Townhouses

The Development will be managed by both part-time on-site staffing which will utilize the model unit as well as full-time management through the Developer's offices in nearby Collinsville, Oklahoma.

Based on the results of the affiliated locations of the Owasso Senior Townhouses, success of the Development is most certainly assured. Residents of the affiliated locations are thrilled with this addition to their communities as are the municipalities on which they are located. Many residents have expressed that there are no similar options anywhere in their area and that the developments are much needed. All residents have been pleased with the beautiful and welcoming exteriors and high-end interior finishes. They also greatly enjoy the outdoor areas which provide community and camaraderie with neighbors, and the safety of onsite storm shelters. They are so proud of their abode that they have chatted with prospective tenants visiting the model expressing the highest of praise and have made numerous referrals.

## **Revisions to PUD per Owasso Community Development Staff Recommendations:**

After (i) meeting with the Owasso Community Development Staff, (ii) receiving the input at the Owasso Planning Commission meeting held on March 7, 2016 and, (iii) reviewing the recommendations from the Owasso Community Development Department, the Developer has agreed to make the following modifications to the PUD and the Development (all of which will be contained in the final site plans and final plat of the Development):

- The maximum number of Dwelling Units will be reduced to thirty-one (31) Dwelling Units, exclusive of a model unit / management office.
- A community garden area will be provided for the residents.
- At least two (2) trees or large shrubs per Dwelling Unit will be installed on the site.
- A screening berm of at least six feet (6') in height will be constructed along the East 96<sup>th</sup> Street North frontage which will be landscaped atop and surrounding the berm to screen and soften the transition.
- Perimeter screening fence of at least six feet (6') in height shall be constructed with steel support poles set in concrete along the western, northern and eastern boundaries of the Site with the smooth side of the fence facing outward.
- Signage along the East 96<sup>th</sup> Street North frontage will be constructed as a monument sign no greater than four feet (4') in height and set in a landscaped bed, provided that such signage may be incorporated into the entryway feature to the Development.
- To the extent allowed by applicable law and regulation, the Development shall be provided only as "Senior Living Units" for those 55 years and older allowed as tenants or residents, in accordance with Fair Housing Law.

# Owasso Senior Townhouses

## II. LEGAL DESCRIPTION

The Development is located on a single lot, located at 13707 E 96<sup>th</sup> Street North, in the City Of Owasso, State of Oklahoma, and is more particularly described as:

The West 198' of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  (SW/4 SW/4 SE/4) of Section 16 (Sixteen), Township 21 (Twenty-one) North, Range 14 (Fourteen), East of the I.B.&M, Tulsa County, State of Oklahoma, According to the survey thereof; LESS AND EXCEPT the South 33 feet for Highway.

The above described property will hereinafter be referred to as the "Site" and the boundary of the Site is as depicted on Exhibit A, "Aerial Photography", attached hereto.

# Owasso Senior Townhouses

### III. DEVELOPMENT STANDARDS – STATISTICAL SUMMARY

Total Project Area:	+/- 124,146 SF	2.85 acres
Residential	+/- 124,146 SF	2.85 acres
Permitted Uses:	Uses permitted as a matter of right in RM- zoning district in the City of Owasso Zoning Ordinances, including landscaped features and recreational facilities and uses customary accessory to permitted uses.	
Maximum Number of Dwelling Units:	31 (exclusive of a model unit / management office)	
Project Density	10.88 Dwelling Units per Acre	
Lot Width	198 Feet	
Maximum Building Height	20 Feet	
Off Street Parking	Minimum one and a half (1.5) parking spaces required per Dwelling Unit	
Minimum Livability Space per Dwelling Unit:	800 SF	
Minimum Land Area per Dwelling Unit	3,100 SF	

# Owasso Senior Townhouses

## IV. GENERAL PROVISIONS

- A. **ACCESS AND CIRCULATION:** Access for the property will be from East 96<sup>th</sup> Street North. All units will be designed to facilitate the movement of emergency vehicles around the Site.
- B. **PUBLIC UTILITIES:** A water main is available directly on East 96<sup>th</sup> Street North. It is unknown what capacity of the Municipal storm sewer is available to the Site/if any. A detailed Hydraulic Analysis Report will be prepared for the City of Owasso for pre-construction and post completion. See Exhibit C, "Conceptual Utility Plan", attached hereto for more details.
- C. **ENVIRONMENTAL ANALYSIS AND TOPOGRAPHY:** The Site generally slopes from North to South. The Site currently drains to a common bar ditch along the north side of East 96<sup>th</sup> Street North.
- D. **EXISTING ZONING AND LAND USE:** The Site is currently zones AG (Agriculture). Adjacent parcels are used for residential/church (see Exhibit D, "Current Zoning Map", attached hereto).
- E. **SIGNAGE:** One (1) sign shall be permitted along the East 96<sup>th</sup> Street North frontage, not to exceed thirty square feet (30 SF) in size, and four feet (4') in height, provided that such signage may be incorporated into the entryway feature to the Development.
- F. **LANDSCAPING AND OPEN SPACE:** Except as modified herein, landscaping shall be as provided in accordance with "Chapter 20 – Landscape Requirements" of the City of Owasso Zoning Ordinance. Many of the planned landscaping features are shown on Exhibit E, "Conceptual Detailed Site Plan", attached hereto.
- G. **SITE PLAN REVIEW:** No building permit for the Development shall be issued until approved by the City of Owasso as being in compliance with the Planned Unit Development concept and development standards.
- H. **SCHEDULE OF DEVELOPMENT:** Initial construction of the Development is anticipated to commence by the middle of the calendar year 2016, once the PUD and the plat (or plat waiver) have been completed and approved by the City of Owasso.

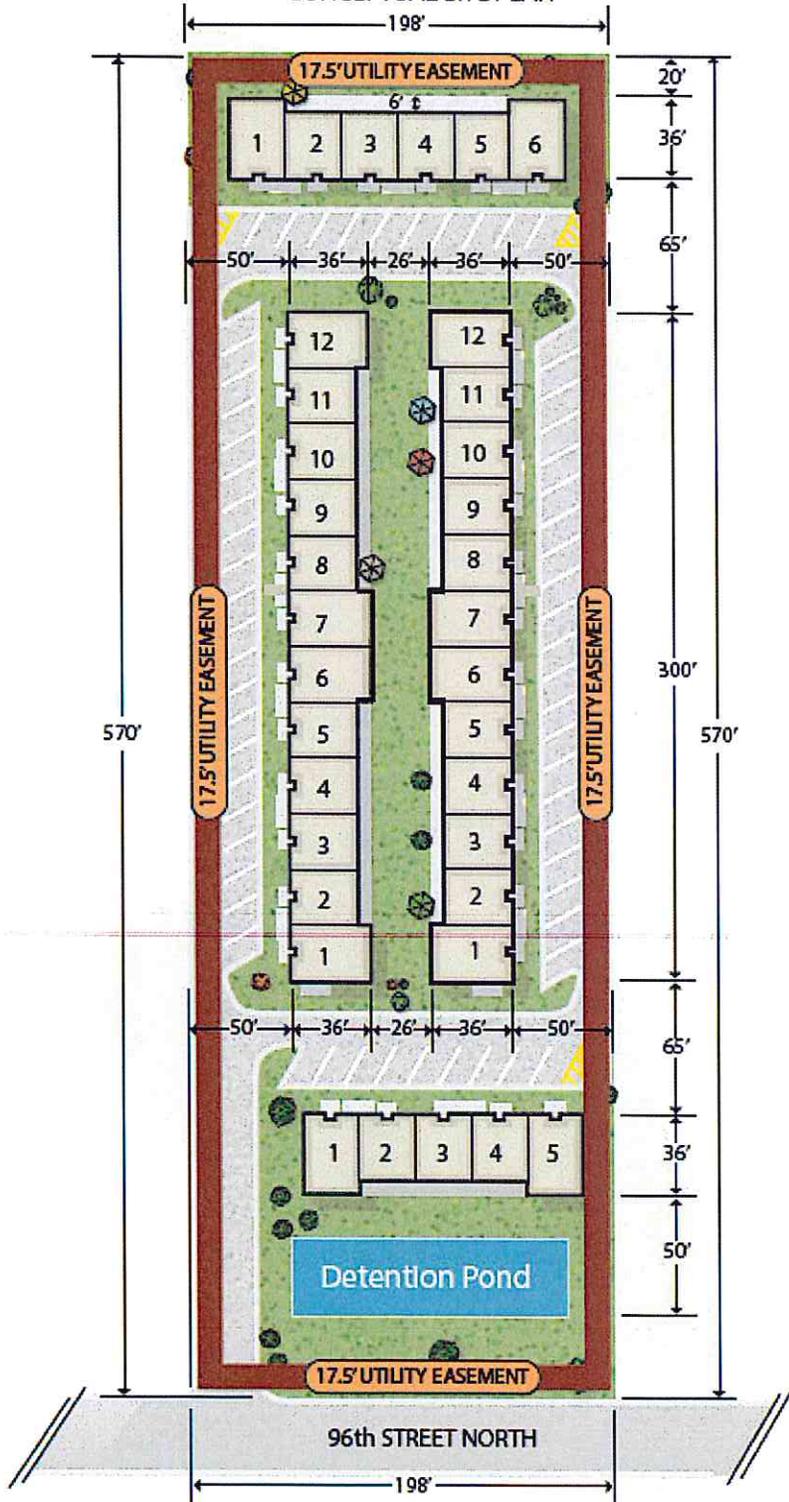
PUD  
*Owasso*  
Senior Townhouses

EXHIBIT A  
AERIAL PHOTOGRAPHY WITH  
TRACT BOUNDARY AND SURROUNDING USES IDENTIFIED

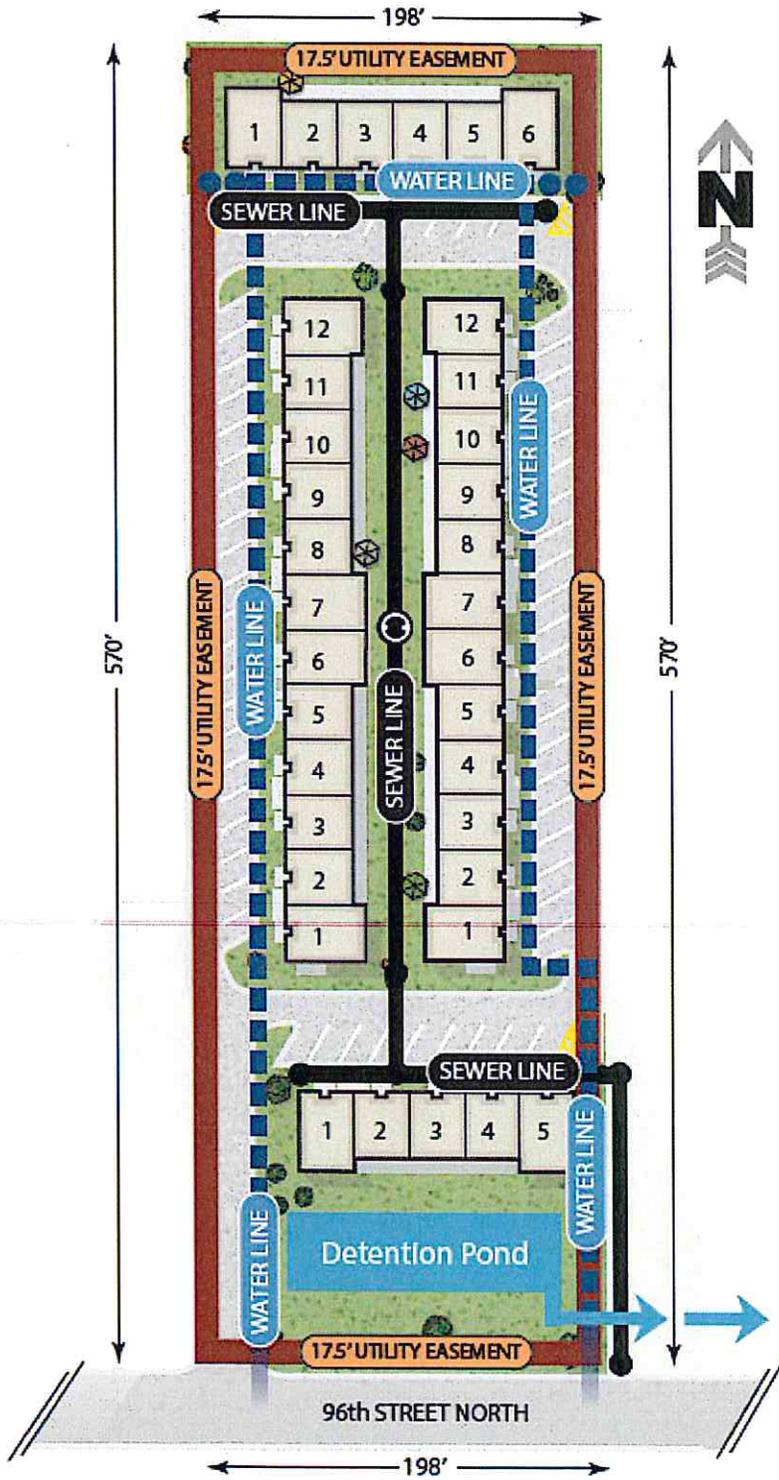


PUD  
*OWASSO*  
Senior Townhouses

EXHIBIT B  
CONCEPTUAL SITE PLAN



PUD  
*Angasso*  
Senior Townhouses  
EXHIBIT C  
CONCEPTUAL UTILITY PLAN



PUD  
*Owasso*  
Senior Townhouses

EXHIBIT D  
CURRENT ZONING MAP



96th STREET NORTH



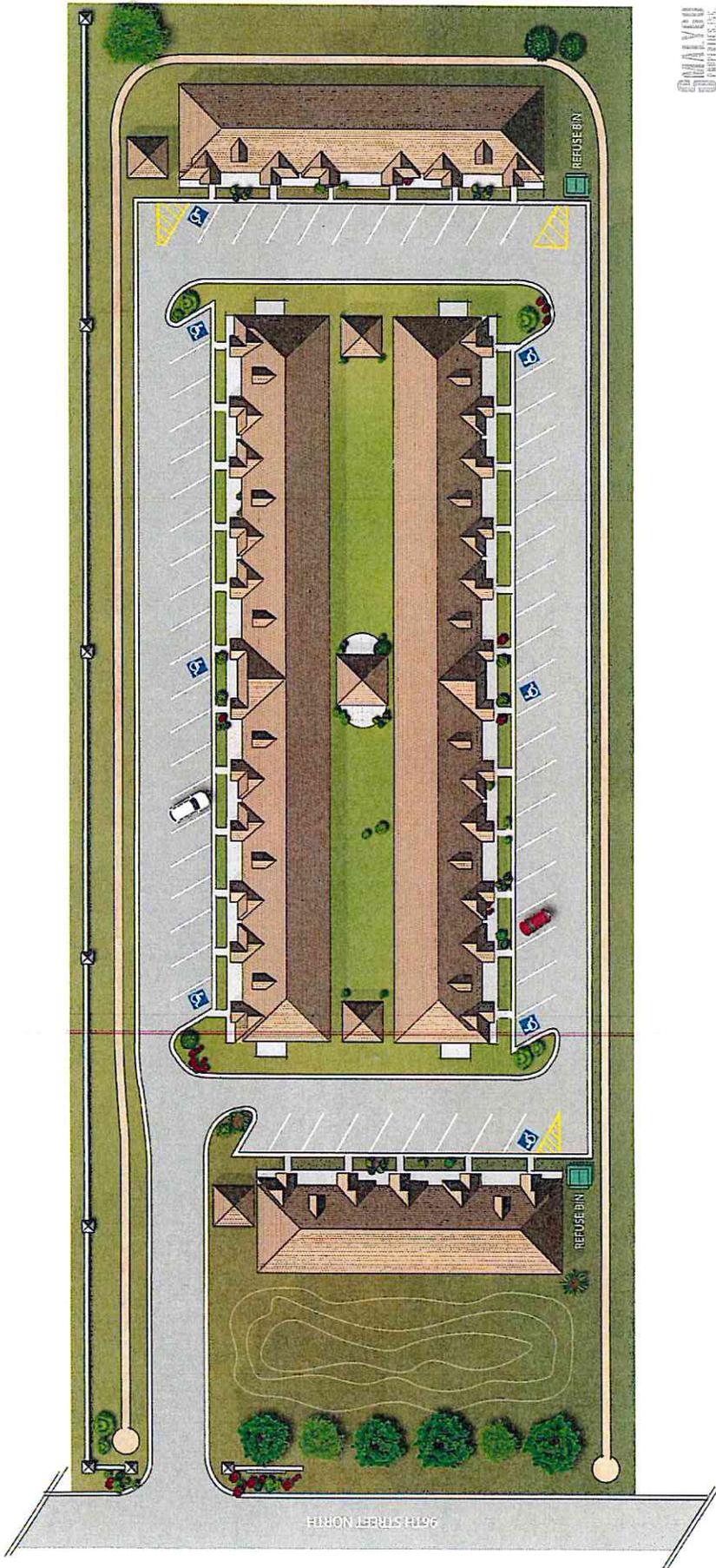
BASED ON 2013 ZONING MAP

*Owasso*  
Senior Townhouses

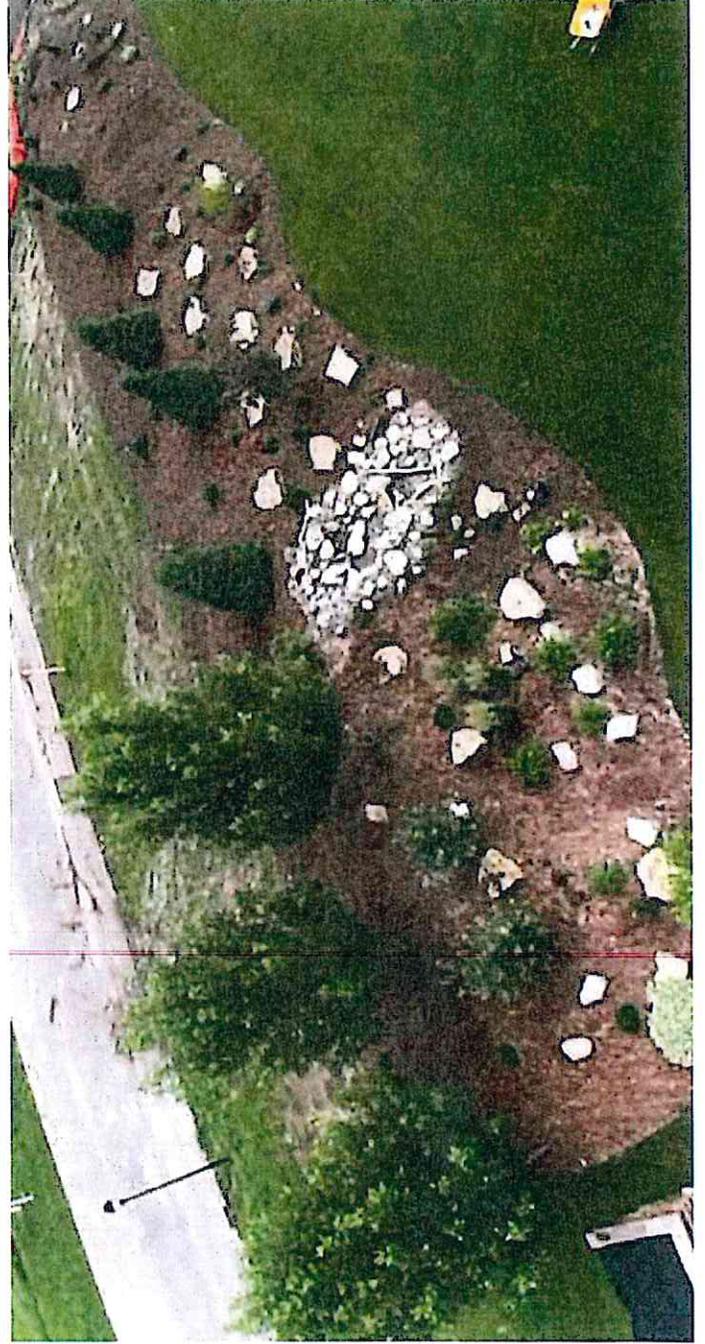
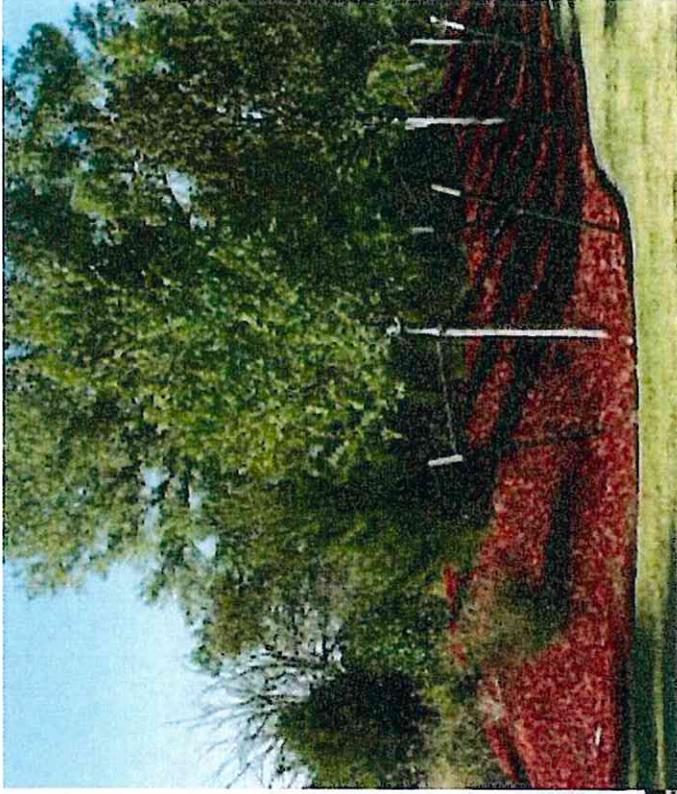
**EXHIBIT E**

CONCEPTUAL DETAILED SITE PLAN

(see pocket attached)



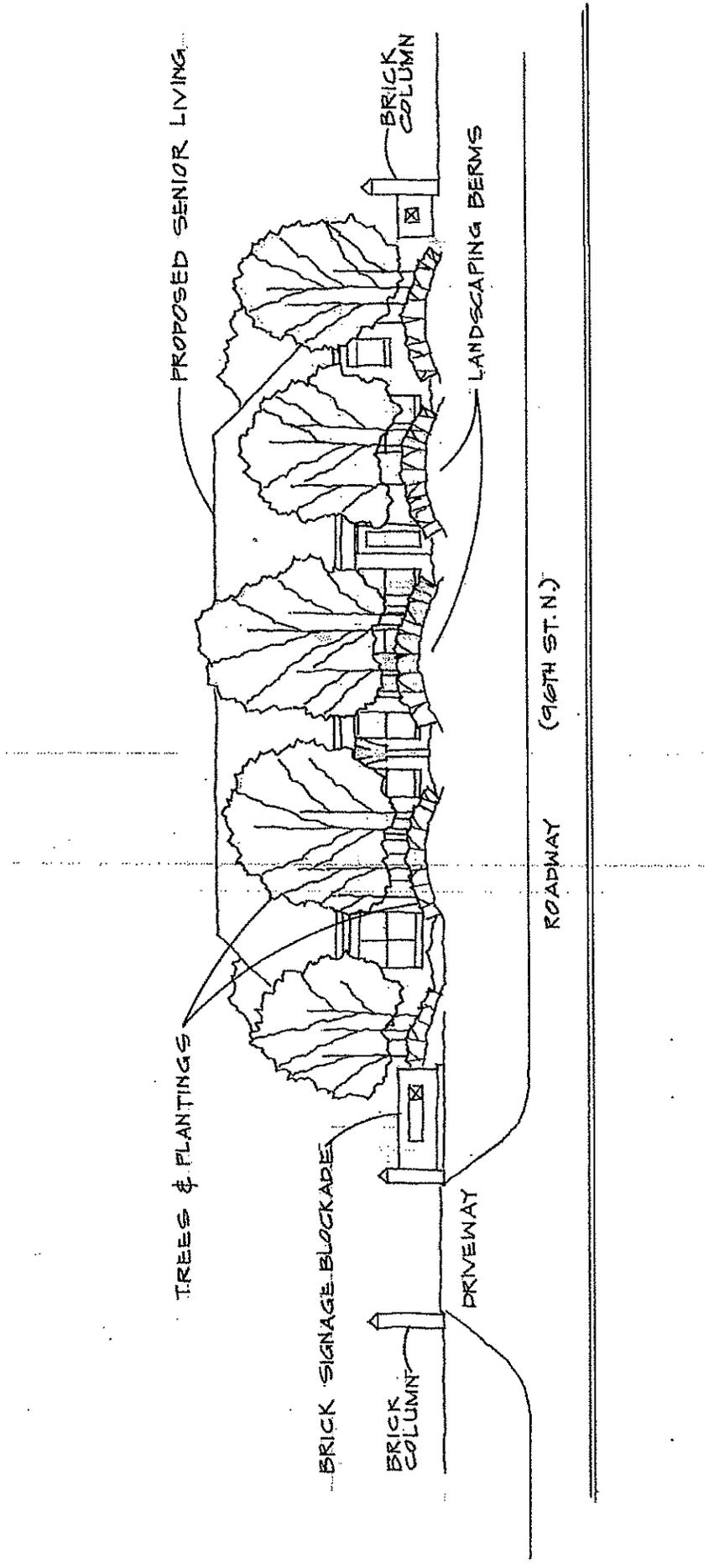
POTENTIAL BERM CONCEPTUAL ALONG 96th



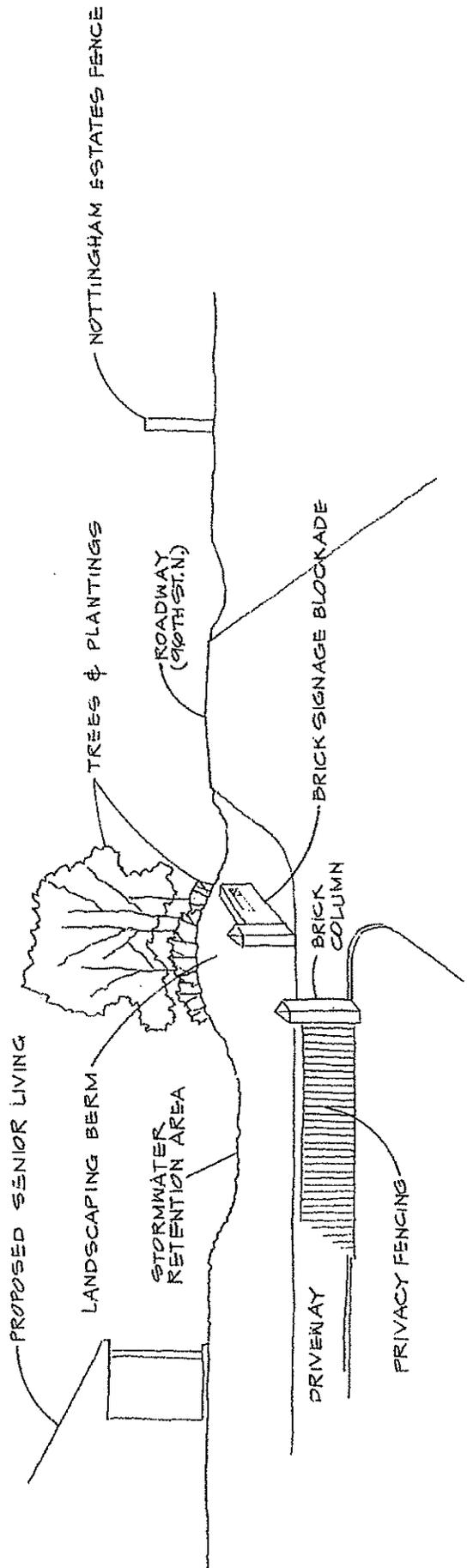
EXAMPLE OF PROPOSED ENTRANCE LANDSCAPE CONCEPTUAL



BERM/LANDSCAPE SCREENING CONCEPTUAL



CROSS-SECTION CONCEPTUAL OF 96th



CROSS SECTION  
(LOOKING EAST)

HUD > Program Offices > Fair Housing > Senior Housing

# Senior Housing: What you should know...



## Housing for Older Persons

The Fair Housing Act (FHA) protects all residents from discrimination on the basis of race, color, national origin, religion, sex, handicap or familial status (families with children under the age of 18 living with parents or legal guardians; pregnant women and people trying to get custody of children under 18).

**The "Housing for Older Persons" Exemption:** The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the "housing for older persons" exemption, a facility or community must prove that its housing is:

- **Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or**
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

**In order to qualify for the "55 or older" housing exemption,** a facility or community must satisfy each of the following requirements:

- At least 80 percent of the units must have at least one occupant who is 55 years of age or older; and

- The facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and
- The facility or community must comply with HUD's regulatory requirements for age verification of residents.

The "housing for older persons" exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

### **Reminder: Protection If You Have A Disability**

#### **If you or someone associated with you:**

- Has a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/ AIDS, or mental retardation) that substantially limits one or more major life activities
- Has a record of such a disability or
- Is regarded as having such a disability, a housing provider may not:
- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make **reasonable accommodations** in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

**Example:**A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

**Example:**An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

### **Accessibility Requirements for New Multifamily Buildings:**

In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

Public and common use areas must be accessible to persons with disabilities

All doors and hallways must be wide enough for wheelchairs

All units must have:

An accessible route into and through the unit

Accessible light switches, electrical outlets, thermostats and other environmental controls

Reinforced bathroom walls to allow later installation of grab bars and

Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.

### **Useful Links:**

#### **Housing for Older Persons Act of 1995 (HOPA) Links**

**Housing for Older Persons Act of 1995 (HOPA) Regulation**

**HOPA Guidance for Hurricane Evacuees**

**HOPA Questions and Answers**

#### **Disability Links**

**Joint HUD/DOJ Statement on Reasonable Accommodations under the Fair Housing Act**

**Joint HUD/DOJ Statement on Reasonable Modifications under the Fair Housing Act**

**Joint HUD/DOJ Statement on the Design and Construction Requirements**

**Assistance Animals For People With Disabilities**

March 14, 2016

**Via e-mail only: bstephenson@cityofowasso.com**

Bronce L. Stephenson, MPA  
Director of Community Development, City of Owasso  
111 North Main  
P.O. Box 180  
Owasso, Oklahoma 74055

Re: Smalygo Properties  
OPUD 16-02 and OZ-16-03

Dear Mr. Stephenson:

As we discussed last week, we have determined that the PUD documents previously submitted contained a scrivener's error in the calculation of the square footage of the property. This error resulted in corresponding errors in the acreage (understated) and density (overstated).

Specifically, the Smalygo property is a 198' x 660' rectangle containing 130,680 square feet or exactly 3.0 acres (I have attached a copy of the 2015 Deed to Smalygo in support thereof). In the PUD documents, we allowed for a thirty three foot (33') right of way in the legal description (see page 5 of the PUD). Even after deducting this from the overall depth of the property, the site contains 198' x 627', or 124,146 square feet or 2.85 acres. As an aside, even if the full fifty foot (50') right of way were removed, the site would contain 120,780 square feet / 2.77 acres.

However, these errors tend to help mitigate some of the concerns (density and water runoff) previously expressed by some of the local neighbors as (i) the maximum density at 2.85 acres would be 10.88 Dwelling Units per acre (11.2 Dwelling Units per acre when considering the full 50' ROW) and (ii) a larger tract of land is better suited to absorbing more water.

March 14, 2016  
Page 2

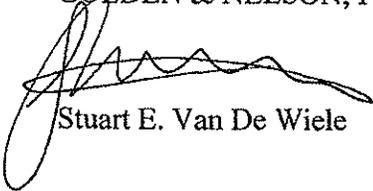
I have enclosed herewith the following documents:

- A copy of the 2015 Deed to the Smalygo property;
- A clean draft of the PUD document which corrects the scrivener's error described above and incorporates the modifications suggested by your March 4 staff report; and
- A redline of the PUD document highlighting those changes.

Should you have any questions concerning the above, please contact me at your earliest opportunity.

Very truly yours,

HALL, ESTILL, HARDWICK, GABLE,  
GOLDEN & NELSON, P.C.



Stuart E. Van De Wiele

SEV:jav

2642014.1:732710:01832



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

**FROM:** Karl A. Fritschen, MRCP, AICP, RLA  
Chief Urban and Long Range Planner

**SUBJECT:** Community Development Block Grant (CDBG 2016-17)

**DATE:** April 1, 2016

---

**BACKGROUND:**

The primary national objective of the Community Development Block Grant (CDBG) Program is the "development of viable urban communities by providing decent housing and a suitable living environment, particularly for persons of low and moderate incomes." All project proposals submitted for funding through the CDBG Program must document the achievement of at least one of the following national objectives:

- Provide benefit to low and moderate income persons
- Aid in the prevention or elimination of slums or blight
- Meet other community development needs having particular urgency, posing a serious or immediate threat to the health or welfare of a community

On March 3, 2016, the Indian Nation Council of Governments (INCOG) provided staff with information regarding the 2016-17 CDBG application cycle. INCOG indicated they need a completed application, which includes a public hearing, resolution and cooperation agreement no later than April 13, 2016.

In 2014, the census tracts in Owasso and across the country were re-evaluated based on new income limits set by the Department of Housing and Urban Development (HUD), who administers the CDBG funding program. As a result of these changes, the City of Owasso lost a significant amount of area that formerly qualified under the old income limits. What this meant is that the City could only spend its CDBG allocation in these newly mapped areas unless targeted areas are identified through individual income surveys. The revised qualifying areas in Owasso were basically reduced to the square mile where the Baptist Retirement Village is located and a small area around the Owasso Police gun range. Obviously, quality projects serving the target demographic group in these locations is limited

To qualify for CDBG funding under the national objective of benefit to low and moderate income persons, the proposed project activities must show a positive or general improvement of living conditions in a definable geographic target area where at least 51% of the occupied households are of low and moderate income families. Low and moderate income families have an income equal to or less than the current Section 8 low income limits established by HUD. As mentioned, HUD established new income limits. The new limits define a family of three having a total household income of \$44,200.00 or less or a family of four having a household income of \$47,650.00.

Given the changes in the new income limits and the reduction of Owasso's qualifying area, staff felt it was necessary to survey an area of the community that would have a chance to qualify. A door-

to-door survey was conducted in the summer of 2015 for the Hale Acres subdivision using random numbers provided by INCOG for the selected addresses. This survey was conducted using local neighborhood volunteers identified through the Neighborhood Coordinator. After the survey was concluded, staff compiled the data and sent it to INCOG for review and approval. The results revealed that 89.5% of the respondents in Hale Acres met the low to moderate income limits set by HUD, which qualified the neighborhood for funding. According to INCOG, the survey data is good for 5 years.

INCOG has informed staff that Owasso will receive \$117,404.00 for the 2016-17 CDBG allocation. Additionally, the unspent amount of \$43,876.86 from the 2014-15 CDBG project, which was the sidewalk improvement in front of the YMCA, may be carried over and applied to the 2016-17 allocation. Considering this, a total of \$161,280.86 is available for a project in the Hale Acres neighborhood.

#### **PAST CDBG PROJECTS:**

As a member of the Tulsa Urban County CDBG program, the City of Owasso is eligible to apply for CDBG funds for the 2016-17 funding cycle. The application is made through INCOG, the local agency responsible for approval of projects and distribution of funds. In the past, Owasso has utilized CDBG monies for making sidewalk, sanitary sewer, street, and park improvements. For 2012-13, the funds were used to repair and rehabilitate sidewalks, curbs, and gutter in the former qualifying area. The 2013-14 funds were used to upgrade the playground equipment at Rayola Park. In 2014-15, the funds were used to construct a wide sidewalk connecting Rayola Park with N 8<sup>th</sup> St along with sidewalk repairs along N Elm St. For the most recent funding cycle, which was restricted to the smaller qualifying area, the funds were used for sidewalk improvements along N 127<sup>th</sup> E Ave in the Baptist Retirement Village area.

#### **NEIGHBORHOOD MEETING:**

On February 25, 2016, a neighborhood meeting was held for residents in the Hale Acre subdivision to explain the CDBG process and discuss projects. Approximately 15 people were in attendance including the Neighborhood Coordinator and Public Works Director.

#### **RECOMMENDED PROJECT:**

Now that it qualifies, staff has developed a recommended project for utilization of the 2016-17 CDBG funds in the Hale Acres subdivision. While there are many needs in the Hale Acres neighborhood, staff believes that the first order of priority is replacement of a large portion of the old clay pipe sanitary sewer lines. Roger Stevens, Owasso Public Works Director was in attendance at the February 25<sup>th</sup> neighborhood meeting and explained that it is necessary to work from the "bottom up" with regards to the numerous infrastructure issues in the neighborhood. For example, it would make little sense to repair storm drainage issues and roads, only to come back later to dig everything up to replace failing sewer lines.

Considering the above information, the selected project for 2016-17 funding cycle is for replacement of sanitary sewer lines in the Hale Acres neighborhood, which will be designed in-house by the Engineering Division of Public Works. Because the project is yet to be designed, it is unknown at this time as to how many linear feet of pipe can be replaced. Mr. Stevens indicated that he would like to begin the project in the far southwest corner of the neighborhood and work north and east. A map has been provided with this memo indicating the general location of the proposed improvements.

**PUBLIC HEARING:**

When a CDBG project is in the application phase, a public hearing is required allowing citizens to comment concerning the recommended project or suggest another project they feel should be considered. A public hearing is being held at the April 5, 2016 City Council Meeting in conjunction with the project selection and execution of the CDBG application.

**RECOMMENDATION:**

Staff recommends approval of Resolution 2016-04, requesting assistance from the Tulsa County CDBG Urban County Program and approval of the application identifying the installation of new sanitary sewer lines in the Hale Acres subdivision as the preferred project for the 2016-17 funding cycle and authorization for the Mayor to execute the necessary documents.

**ATTACHMENTS:**

CDBG Application with Resolution  
Map – Hale Acres Area  
Map – Map showing Proposed CDBG Project

**TULSA COUNTY URBAN COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**FY2016 METRO CITY APPLICATION GUIDANCE**

**Due date for this Application is April 13, 2016**

The CDBG program is authorized under Title I of the Housing and Community Development Act of 1974, as amended.

The purpose of this Application Guidance is to provide assistance in preparing a Community Development Block Grant- Metro City application for the **FY2016** Tulsa County CDBG Urban County Program.

**Eligible Entities**

Cities included in the Tulsa County CDBG Urban County Metro City designation, the funding allocation to the city, and the percentage of low and moderate income population for each is listed below:

	<b>Proposed Allocation Amount</b>	<b>Percentage Low/Mod Population</b>
Broken Arrow (infrast.)	\$348,515	24.60
Bixby	\$67,242	18.38
Jenks	\$38,402	18.81
Owasso	<u>\$117,404</u>	23.27
Sand Springs	\$70,105	28.97
Sapulpa	\$116,864	43.73

Applications should be submitted to:

INCOG  
Claudia Brierre  
2 West 2<sup>nd</sup> Street, Suite 800  
Tulsa, OK 74103  
[cbrierre@incog.org](mailto:cbrierre@incog.org)

**Section One**

**National Objective**

The primary National Objective of the Community Development Block Grant (CDBG) Program is the "development of viable urban communities by providing decent housing and a suitable living environment, particularly for persons of low and moderate incomes." All project proposals submitted for funding through the

CDBG Program must document the achievement of at least one of the following National objectives:

- Provide benefit to low and moderate income persons.
- Aid in the prevention or elimination of slums or blight.
- Meet other community development needs having particular urgency, posing a serious or immediate threat to the health or welfare of a community.

Most CDBG applicants qualify their project activities under the National Objective of benefit to low and moderate income persons. Applicants are cautioned that qualifying a project under slum or blight or urgent need is a difficult process that has very limited application and can only be used under special conditions and circumstances. Therefore, you are urged to qualify your proposal under benefit to low and moderate income persons. Applicants who qualify a proposal using slum and blight or urgent need must receive guidance and approval from INCOG.

To qualify for CDBG funding under the National Objective of benefit to low and moderate income persons, the proposed project activities must show a positive or general improvement of living condition in a definable geographic target area where at least 51% of the occupied households/homes are of low and moderate income families. Low and moderate income families have an income equal to or less than the current Section 8 low income limits established by the United States Department of Housing and Urban Development (HUD). Each activity proposed for funding with Community Development Block Grant(CDBG) dollars claiming the National Objective of benefit to low and moderate income persons, must provide data indicating the percentage of low and moderate income beneficiaries.

### **Application Criteria**

1. No matching funds are required.
2. No administration expenses will be funded with CDBG funds.
3. Engineering is a permissible use of CDBG funds.
4. Income surveys of the project target area must be conducted. The use of Census Tract or Block Group data to document the percentage of low and moderate income beneficiaries for any CDBG funded activity should receive prior INCOG review and approval.
5. Applicants must hold an application phase Public Hearing informing citizens of the proposed project and submit documentation of the Public Hearing with this application. Notice must be given at least 7 days prior to the public hearing by publication in jurisdiction newspapers; or by posting at city halls. Acceptable documentation consists of the affidavit of publication or a copy of the newspaper article announcing the public hearing, or copy of certified posted notice. Tulsa County has prepared a Citizen Participation Plan on behalf of the Urban County

communities; therefore, the individual community does not need to prepare a full Citizen Participation plan.

6. Specific projects identified in the application must have cost estimates derived from professional sources. Water and wastewater projects that require Oklahoma Department of Environmental Quality construction permitting must have certified cost estimates from a professional engineer licensed to work in Oklahoma. For other types of projects, professional cost estimates may be derived from architects, engineers, vendors, construction companies, or appropriate personnel qualified to make such estimates.

## **Use of Funds**

The CDBG Program funds a broad array of projects and activities including but not limited to the following:

- Water and wastewater system improvements
- Solid waste
- Fire protection
- Streets
- Neighborhood Parks
- Housing activities including construction, emergency repair, rehabilitation
- Acquisition of real property for eligible public purposes
- Clearance, demolition and removal of buildings and improvements
- Senior citizen centers
- Gas and electrical system improvements
- Removal of architectural barriers associated with handicapped areas\*
- Storm water drainage improvements
- Economic Development
- Social services- (City of Broken Arrow only)

**\*Construction of ADA Sidewalks in non-low/mod census tracts is not an eligible project beginning this year.**

Guidance regarding eligibility requirements can be found in 24CFR 570.201 of the Federal Housing and Community Development Act of 1974, as amended.

## **Proposal Guidance**

Applicants are encouraged to contact the staff persons listed below with questions regarding program requirements, project conceptualization, or any portion of the Application Packet and/or Guidelines.

Claudia Brierre	579-9431
Barbara Albritton	579-9420
Steve Boettcher	579-9453

## Section Two

### Required Application Documents

#### 1. Application Summary

This form contains information about the specific project and includes a certification from the local government attesting to the accuracy and completeness of the application. The certification form must be completed and signed by the chief elected official of the local government.

#### 2. Line Item Budget (Application Form Attachment A)

The description of project activities along with a budget (form provided as Attachment A) should be as specific as possible as they will form the basis of your contract. This Budget should match Professional Cost Estimates submitted with the application.

#### 3. Direct Project Beneficiary Income Survey (Survey Summary Form Attachment B)

Income surveys for each proposed CDBG funded activity are a requirement unless using census tract or block group data.

#### Determination of project beneficiaries:

**City-wide-** An activity which will serve the entire city (such as wastewater treatment), provided that the city has a low and moderate income percentage at or above 51%. If the LMI percentage is below 51%, an income survey with a 75% response rate must be provided.

**Area benefit-** An activity which benefits all the residents in a particular area where at least 51 percent of the residents are low and moderate income persons. Examples would include resurfacing of a collector street or construction of a fire department substation.

**Direct benefit-** An activity which requires information on household size and income so that it is evident that at least 51 percent of the clientele are persons whose household income does not exceed the low and moderate income limit; or an activity which has income eligibility requirements which limit the activity exclusively to low and moderate income persons.

**Presumed benefit-** Benefit a clientele that is generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit 51 percent low- and moderate-income persons: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.

## **Guidelines to identify specific beneficiaries for various activities:**

- **Water or Wastewater Line Replacement or Rehabilitation.** Those households directly tapped to or receiving improved service from the lines. Generally, beneficiaries are considered those persons residing in houses who receive their water through new, replaced or upgraded lines, or houses that discharge sewage into or through an improved collection line or main en route to the treatment plant.
- **New Wastewater or Water Extensions to Previously Un-served Areas.** The households/homes that will actually be connected to the wastewater or water line extensions. Service to newly-constructed subdivisions will not be funded due to environmental review requirements.
- **Flood and Drainage Improvements.** Households/homes within the recognized drainage basin.
- **Fire Protection.** Households/homes (buildings, vehicles and equipment) residing within the response area of the fire station; or using actual residential calls made by a fire station over the prior 12 month period, conduct a survey of those residences obtaining no less than 75% response rate.
- **Senior Citizen Centers and Community Centers.** Households/homes within the designated service area of the proposed center. If there is only one center in the community, the service area can be considered to be the entire community. If there is more than one center, then the Applicant must delineate the service area of each center. Senior Citizen Centers are presumed to benefit low and moderate income persons.
- **Demolition/Clearance/Removal of Junk and Debris and/or Abandoned Inoperative Vehicles.** Households/homes within the geographic area designated to receive the focus of the demolition, clearance and/or removal activities. Typically, the properties located within the geographic area designated to receive the demolition/removal activities are considered to be beneficiaries.
- **Provision of Accessibility for the Handicapped to Public Buildings.** The households/homes within the geographic area that receive services from the assisted public building(s). Providing handicapped access to a city hall would provide benefit to the households/homes in the entire city. Proposed handicapped access activities in connection with limited clientele facilities are presumed to benefit low and moderate income persons.
- **Street Improvements/Sidewalk Improvements.** The households/homes that have at least one property line abutting the improvement.

#### **4. Identification of Other Project Funding Sources (Application Form Attachment C)**

Match and leverage are not required for the grant, but should be identified if applicable to the project.

#### **5. Certified Engineering Reports and Professional Cost Estimates (Application Form Attachment D)**

Water and wastewater projects that require Oklahoma Department of Environmental Quality construction permitting must have certified cost estimates from a professional engineer licensed to work in Oklahoma. For projects not requiring DEQ permits, professional cost estimates must be derived from architects, engineers, vendors, construction companies, or appropriate personnel to make such estimates, and submitted with the application.

#### **6. Applicant Resolution (Application Form Attachment E)**

Applications must include a Resolution passed by the governing body requesting CDBG assistance from the Tulsa County Urban County program. A sample Resolution is provided as Attachment E of the application.

**TULSA COUNTY URBAN COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**APPLICATION CHECKLIST**

**Required Documents (Metro Cities and Competitive Category)**

- ✓ W-9 Form
- ✓ Documentation of Current Registration in SAM
- ✓ Public Hearing Documentation: Affidavit of publication or certified posted notice.
- ✓ Application Summary Page which includes
  - Project Title
  - Detailed Project Description
  - Map with target area and Census Tract/BG clearly marked
  - Number of population served
  - Census Tract(s) and Block Groups(s) identified
- ✓ Application Certification
- ✓ Attachment A:       Line Item Budget
- ✓ Attachment B:       Income Survey Summary Form
  - Completed form if Income Survey
  - LM Percentage (%) if using CT/BG data
- ✓ Attachment C:       Other Project Funding Sources
- ✓ Attachment D:       Certified Professional Cost Estimates/Engineering Report
- ✓ Attachment E:       Resolution

**Additional Documents Required of Competitive Category Applications**

- ✓ ORANGE Competitive Bid Envelope from Tulsa County
- ✓ Affidavit for Filing with Competitive Bid form
- ✓ Health and Safety/Impact Documentation
  - Legal Enforceable order
  - Demonstrated Health and Safety Benefits documentation
  - Capital Improvements Plan or Long-Range Plan citation
- ✓ Project Timeline

**TULSA COUNTY URBAN COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**APPLICATION FOR FY2016 FUNDS**

1. Name of Unit of Local Government City of Owasso  
 Mailing Address PO Box 180  
 Physical Address 111 N Main  
Owasso, OK Zip Code +4 74055-0180  
 Phone Number 918.376.1515 Fax # 918.376.1597  
 FEI# 73-6069613  
 DUNS 51HJ8  
 Chief Elected Official Mayor Jeri Moberly  
 Clerk Sherry Bishop

2. Name of Staff Contact Karl Fritschen AICP  
 Phone Number 918.376.1545 E-mail kfritschen@cityofowasso.com

3. Project Title, **Detailed** Description of Project  
 (Attach additional detail as needed. Provide Map)

The project for the 2016/17CDBG funding cycle is replacing failing clay pipe sanitary sewer lines in the Hale Acres subdivision located in the NE corner of the NE corner of Section 7, Township 21, Range 14 East in the City of Owasso, OK. Pending engineering design will determine the extent of the project in terms of length of new pipe to install. Engineering design and construction inspections are expected to take place with City personnel.

4. Number of population served: 816  
 Census Tract/Block Group # \_\_\_\_\_  
 Household Income Survey Hale Acres

5 Project Budget Summary:

CDBG Funds		\$	<u>117,404.00</u>
Other Sources	FY2014 <u>Carryover</u>	\$	<u>43,876.86</u>
		\$	_____
<b>Total</b>		\$	<u>161,280.86</u>

**TULSA COUNTY URBAN COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**APPLICATION CERTIFICATION**

The Applicant hereby certifies that all of the information contained in this application for community development assistance through the Tulsa County CDBG Urban County Program is true and accurate to the best of my knowledge and that all documentation supporting the information in this application is on file in the official offices of this unit of local government, available for review by Tulsa County/HUD during normal business hours. The Applicant also affirms that none of the activities set forth in this application have been initiated, nor shall they be initiated unless a grant has been awarded, a contract fully executed, and notice has been issued by Tulsa County that release of funds requirements have been met.

Jeri Moberly, Mayor

(Type) Name and Title of Chief Elected Official

\_\_\_\_\_ Date

x

\_\_\_\_\_ [S E A L]  
Signature of Chief Elected Official

State of Oklahoma  
County of Tulsa

Attest:

Subscribed and sworn to before me \_\_\_\_\_ day of April, 2016.

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

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
 2016 TULSA COUNTY URBAN COUNTY  
 BUDGET

Name of Applicant: \_\_\_\_\_

Itemized Description of Construction Activity	Funding Source CDBG Grant	Funding Source City	Funding Source Other	Total Project Expenditures
Sanitary Sewer line replacement	\$ 161,280.86			
<b>Total Construction Activity</b>	\$ 161,280.86			
<b>Professional &amp; Non Construction Engineering/Architect Funds</b>				
Inspection Funds				
Other: Survey				
Other: Publishing				
<b>Total Professional &amp; Non Const.</b>	\$ -	\$ -	\$ -	\$ -
<b>Administrative Costs</b>				
Public Administrative Funds	\$ -			
Direct Administrative Funds	\$ -			
Total Administrative Costs	\$ -		\$ -	\$ -
<b>Total Project Costs</b>	\$ 161,280.86			\$ 161,280.86

If additional is space needed, attach additional sheet(s)

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
TULSA COUNTY URBAN COUNTY**

**DIRECT PROJECT BENEFICIARY INCOME SURVEY SUMMARY FORM**

**ATTACHMENT B**

**Activity Name:** Hale Acres Subdivision Income Survey

COMPLETE THIS SECTION BY PLACING THE TOTAL NUMBER OF HOUSEHOLDS OBTAINED FROM THE HOUSEHOLD SURVEY IN EACH APPROPRIATE COLUMN.

Insert County Income Levels	\$34,400	\$39,300	\$44,200	\$49,100	\$53,050	\$57,000	\$60,900	\$64,850								
Number of People in Each Household Below or Above the County Income Levels	1	2	3	4	5	6	7	8								
	Below 19	Above 2	Below 27	Above 7	Below 35	Above 3	Below 33	Above 2	Below 26	Above 2	Below 11	Above 0	Below 3	Above 1	Below 0	Above 0
Total Number Of Households	Total Number of Occupied Households/Homes in Activity Target Area = <u>218</u> Total Number of Persons in Activity Target Area = <u>816</u> Total Number of Occupied Households/Homes Surveyed in Activity Target Area = <u>154</u> Total Number of Persons Accounted for by the Survey in the Activity Target Area = <u>577</u> Total Number of Households Below the Low and Moderate Income Level in the Activity Target Area = <u>138</u> Percentage of Total Households Below the Low and Moderate Income Level in the Activity Target Area = <u>89.6</u> %															

I hereby certify that the above information was obtained from the occupants of the addresses listed and the information is accurate.

City-wide Low and Moderate Income Level  
(For use only when projects are of City-wide benefit.) \_\_\_\_\_

HUD Census Data for Low and Moderate Income  
Level for Block Groups, Enumeration Districts or  
Census Tracts as Provided by HUD (For use only  
when a project's target area boundaries are  
identical to BG, ED or Tracts) \_\_\_\_\_ %

Signature of Chief Executive Official \_\_\_\_\_ Date \_\_\_\_\_

[Seal]

Subscribed and sworn to before me \_\_\_\_\_, 20\_\_\_\_. My commission expires \_\_\_\_\_, 20\_\_\_\_.

Commission No. \_\_\_\_\_  
Clerk/Notary Signature \_\_\_\_\_

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
TULSA COUNTY URBAN COUNTY

IDENTIFICATION OF OTHER PROJECT FUNDING SOURCES

Federal/State participation, if any (loans, grants, etc.) provide commitment letters.

Agency	Purpose	Amount	Present Status Comment

Other sources and amount of project financing including applicant's local contribution, if any.

Agency	Purpose	Amount	Present Status Comment
		\$	

X

Chief Elected Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2016 TULSA COUNTY URBAN COUNTY**

Attach Certified Professional Cost Estimates/Engineering Report (where applicable)

**CITY OF OWASSO, OKLAHOMA  
RESOLUTION 2016-04**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2016 TULSA COUNTY URBAN COUNTY**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

**WHEREAS**, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

**WHEREAS**, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized the Secretary of Housing and Urban Development, as a representative of the United States of America, to grant to Tulsa County funds and administrative responsibility for the Tulsa County CDBG Urban County program; and

**WHEREAS**, a Cooperation Agreement between Tulsa County and the City has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2016-2017; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council that the City of Owasso desires to obtain assistance in addressing community development needs and hereby requests the Tulsa County CDBG Urban County program to provide assistance.

**NOW THEREFORE, BE IT FURTHER RESOLVED** by the City Council that the City of Owasso affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, Tulsa County and all empowered agencies thereof.

**ADOPTED** this 5<sup>th</sup> day of April, 2016, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Jeri Moberly, Mayor  
Name and Title of Chief Elected Official

\_\_\_\_\_  
Signature of Chief Elected Official

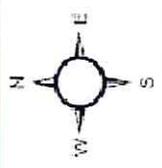
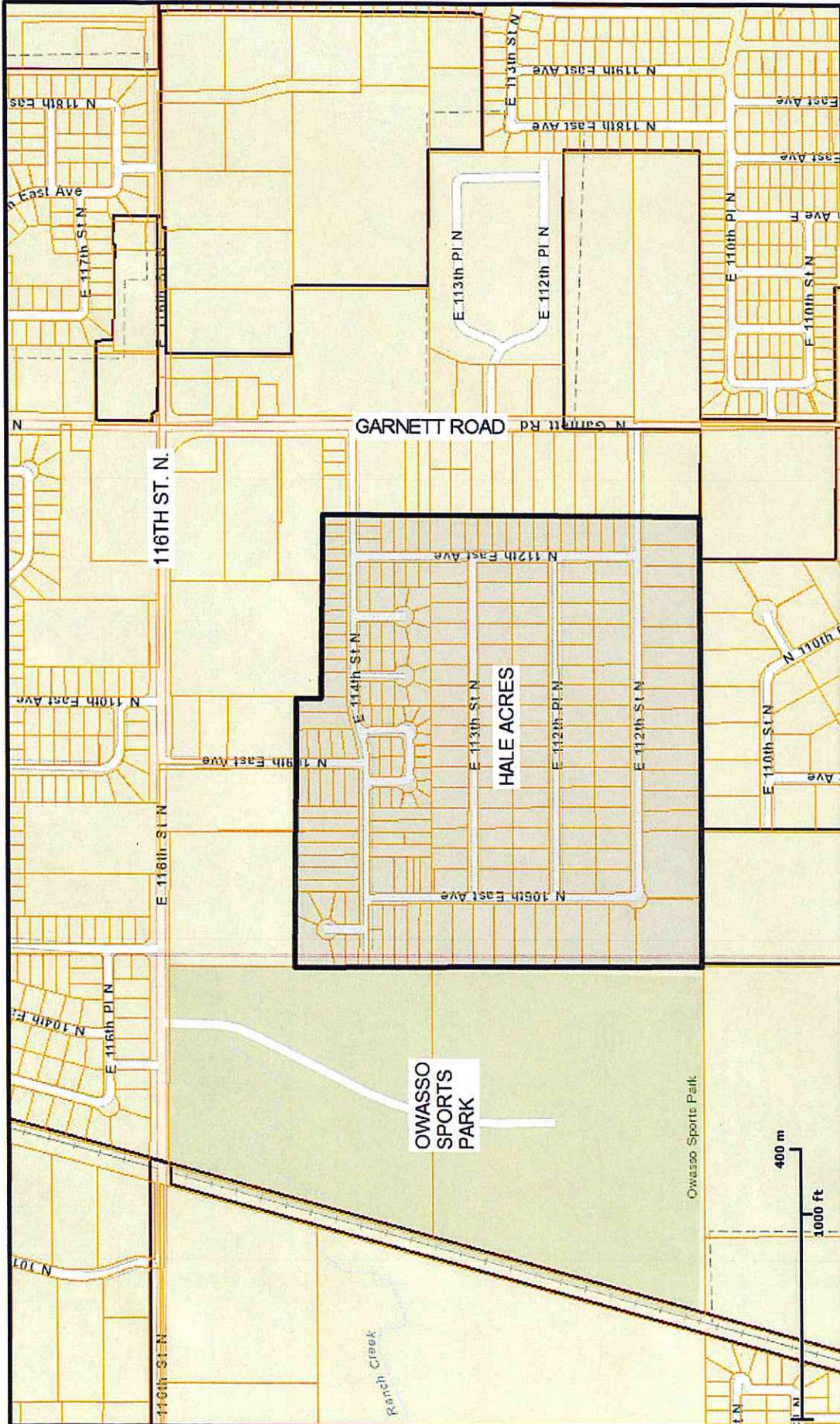
Attest:

(S E A L)

Subscribed and sworn to before me 5<sup>th</sup> day of April, 2016.

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

# HALE ACRES SUBDIVISION

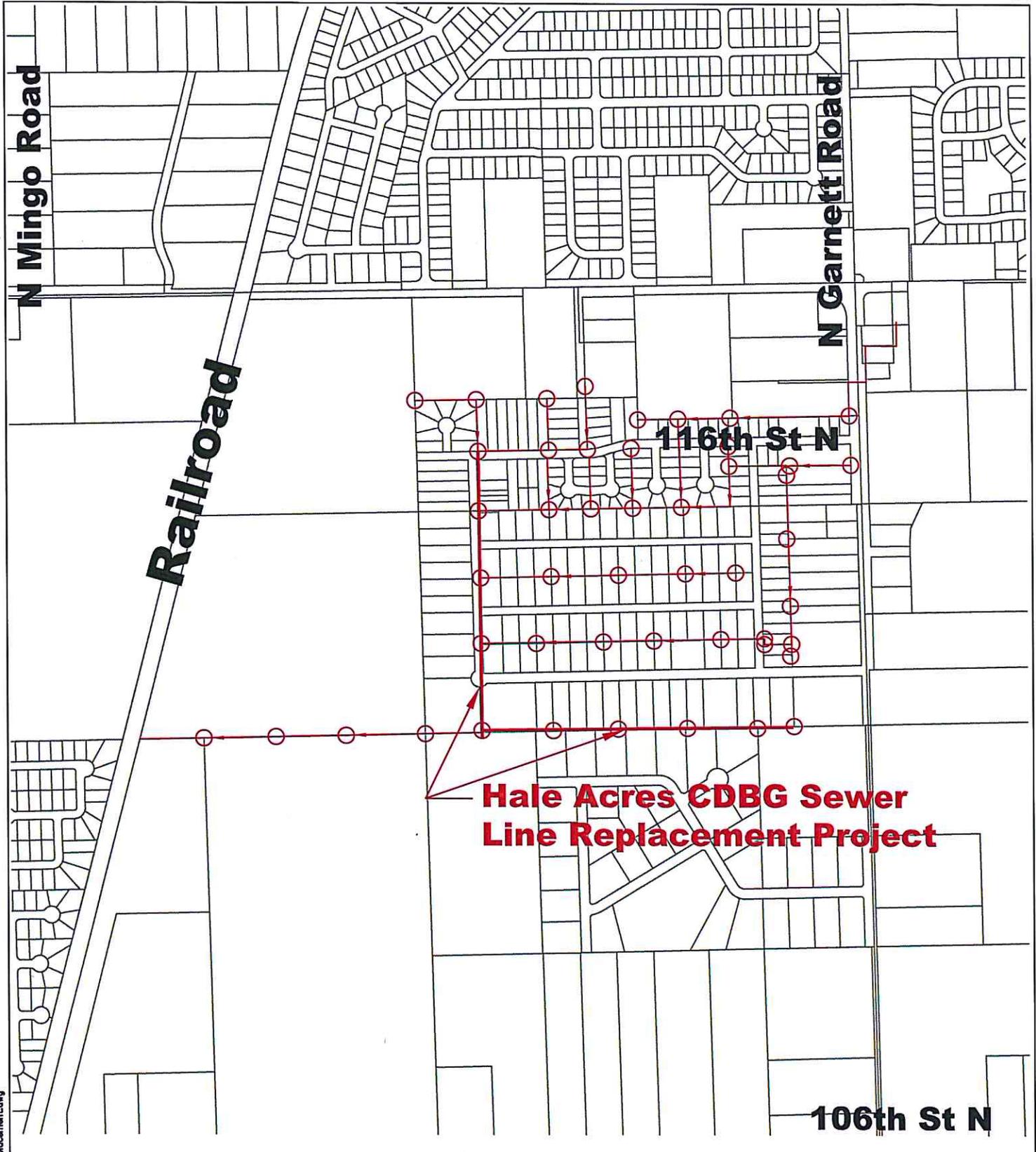


10/29/2015

Sub Title

1" = 752 ft

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.



Owasso CDBG Sanitary Sewer Replacement Locations

CITY OF OWASSO

 Proposed Line Replacement

Legend



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:** Honorable Mayor and City Council  
City of Owasso

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

**SUBJECT:** Partial Sanitary Sewer Easement Closure Request –  
Rejoice Christian School, LLC

**DATE:** April 1, 2016

---

**BACKGROUND:**

The City of Owasso received a request from Rejoice Christian School, LLC for the closing of a portion of a partial sanitary sewer easement within the Rejoice Christian School Campus. The location of the easement lies in a north south direction essentially in the center of the property, which is located at 13413 E. 106<sup>th</sup> St. N.

When the plat for the new school was developed for the new campus, new easements for utilities were identified and recorded via the plat. The new easements established with the new school campus will be used for all future utilities of the site. As a result, an existing sanitary sewer line within the existing easement was partially abandoned and is no longer needed.

Required notice was sent to all franchise utility companies. The City of Owasso Public Works Department was also contacted regarding the closing of the portion of the easement and indicated there should be no impacts to future utilities. No other utilities appear to be affected by the closing of this portion of the easement.

Upon Council action to close the easement, the applicant plans to take it to district court and file 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 March 23, 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 partial sanitary sewer easement closure request.

**ATTACHMENTS:**

Aerial Image Location Map  
File Easement Document  
Legal Description and Exhibit

# Rejoice Christian Campus - Easement Closure





UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

7 That the undersigned, Rejoice Church the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Owasso, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit: see attached legal description

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

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 15<sup>th</sup> day of September 20 06

Mike Culbreath  
Executive Pastor

✓ 13413 S. 106<sup>th</sup> St. 12.  
Owasso, OK 74055

State of Oklahoma )  
County of Tulsa ) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 15 day of September 2006, personally appeared Mike Culbreath to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 6-19-2010

[Signature]  
Notary Public

Approved as to Form:

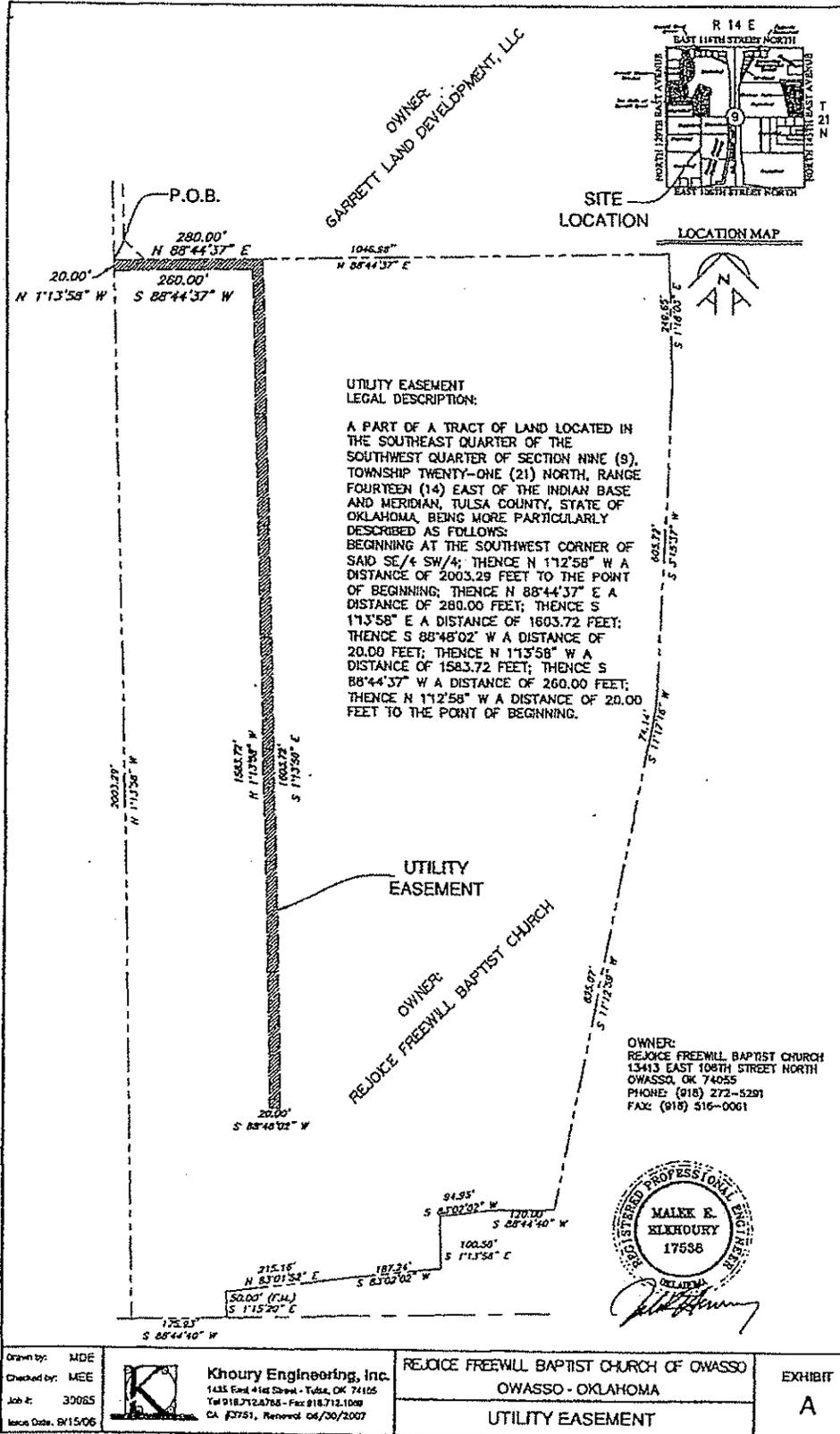
Approved as to Substance:

Asst. City Attorney

City Manager

Engineer: \_\_\_\_\_ checked: \_\_\_\_\_  
Project: \_\_\_\_\_





Drawn by: MDE Checked by: MEE Job #: 30065 Issue Date: 04/15/06	<b>Khoury Engineering, Inc.</b> 1435 East 41st Street - Tulsa, OK 74106 Tel 918.712.6788 - Fax 918.712.1000 CA 02751, Renewed 06/30/2007	<b>REJOICE FREEWILL BAPTIST CHURCH OF OWASSO</b> <b>OWASSO - OKLAHOMA</b> <b>UTILITY EASEMENT</b>	<b>EXHIBIT</b> <b>A</b>
--	---	---	----------------------------



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Garrett Land Development, LLC, the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Owasso, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit: see attached legal description

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

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 16<sup>th</sup> day of August 2006

*[Handwritten signature: Pamela Elliott for Peggy Blunt]*

State of Oklahoma )  
County of Tulsa ) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 16 day of August 2006, personally appeared Pamela Elliott for Peggy Blunt to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 6/19/2010



*[Handwritten signature]*  
Notary Public

Approved as to Form: \_\_\_\_\_

Approved as to Substance: \_\_\_\_\_

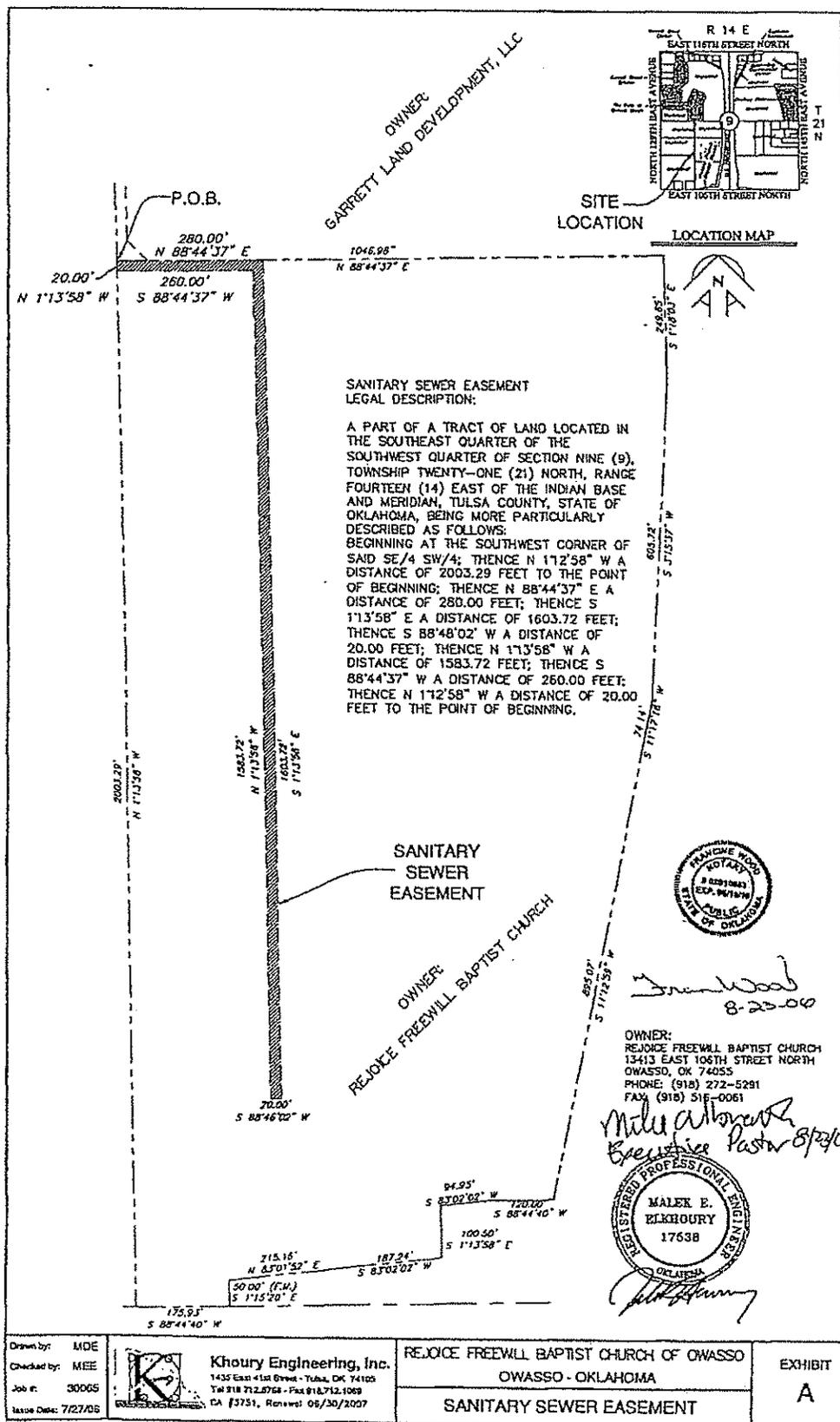
Asst. City Attorney \_\_\_\_\_

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

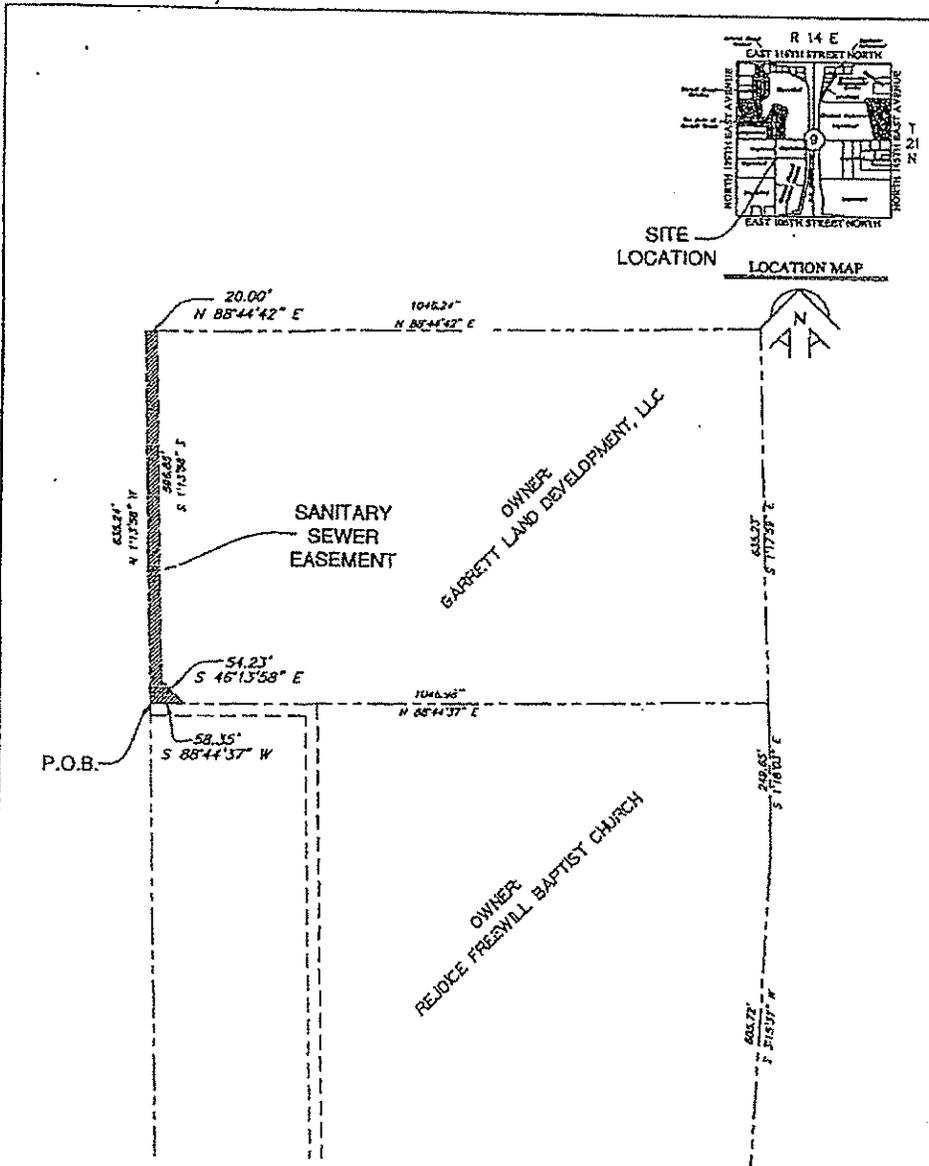
Engineer: \_\_\_\_\_ checked: \_\_\_\_\_  
Project: \_\_\_\_\_



*Rejoice Church  
1343  
E. 106<sup>th</sup> St. North  
Owasso Ok 74055*



Drawn by: MDE Checked by: MEE Job #: 30065 Issue Date: 7/27/05	<b>Khoury Engineering, Inc.</b> 1435 East 41st Street - Tulsa, OK 74105 Tel 918 712-5758 - Fax 918 712-1069 CA 3751, Renewal: 06/30/2007	<b>REJOICE FREEWILL BAPTIST CHURCH OF OWASSO</b> <b>OWASSO - OKLAHOMA</b> <b>SANITARY SEWER EASEMENT</b>	<b>EXHIBIT</b> <b>A</b>
---	---	--	----------------------------



**SANITARY SEWER EASEMENT  
LEGAL DESCRIPTION:**

A PART OF A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NINE (9), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF SAID SE/4 SW/4; THENCE N 172°58' W A DISTANCE OF 2003.29 FEET TO THE POINT OF BEGINNING; THENCE N 113°58' W A DISTANCE OF 635.24 FEET; THENCE N 88°44'42' E A DISTANCE OF 20.00 FEET; THENCE S 113°58' W A DISTANCE OF 596.65 FEET; THENCE S 46°13'58\"/>

OWNER:  
 GARRETT LAND DEVELOPMENT, LLC  
 OWASSO, OK



Drawn by: NDE  
 Checked by: MEE  
 Job #: 30065  
 Issue Date: 1/27/06

**Khoury Engineering, Inc.**  
 1425 East 41st Street - Tulsa, OK 74116  
 Tel 918.712.8740 - Fax 918.712.1069  
 CA 63731, Renewed 06/30/2007

REJOICE FREEWILL BAPTIST CHURCH OF OWASSO  
 OWASSO - OKLAHOMA  
**SANITARY SEWER EASEMENT**

EXHIBIT  
**B**



P.O. BOX 180 OWASSO, OKLAHOMA 74055 (918) 376-1500 FAX (918) 376-1597

## EASEMENT OR PUBLIC WAY CLOSING APPLICATION

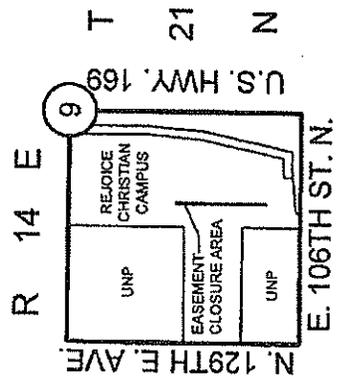
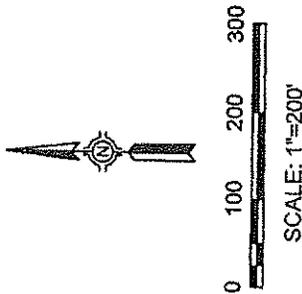
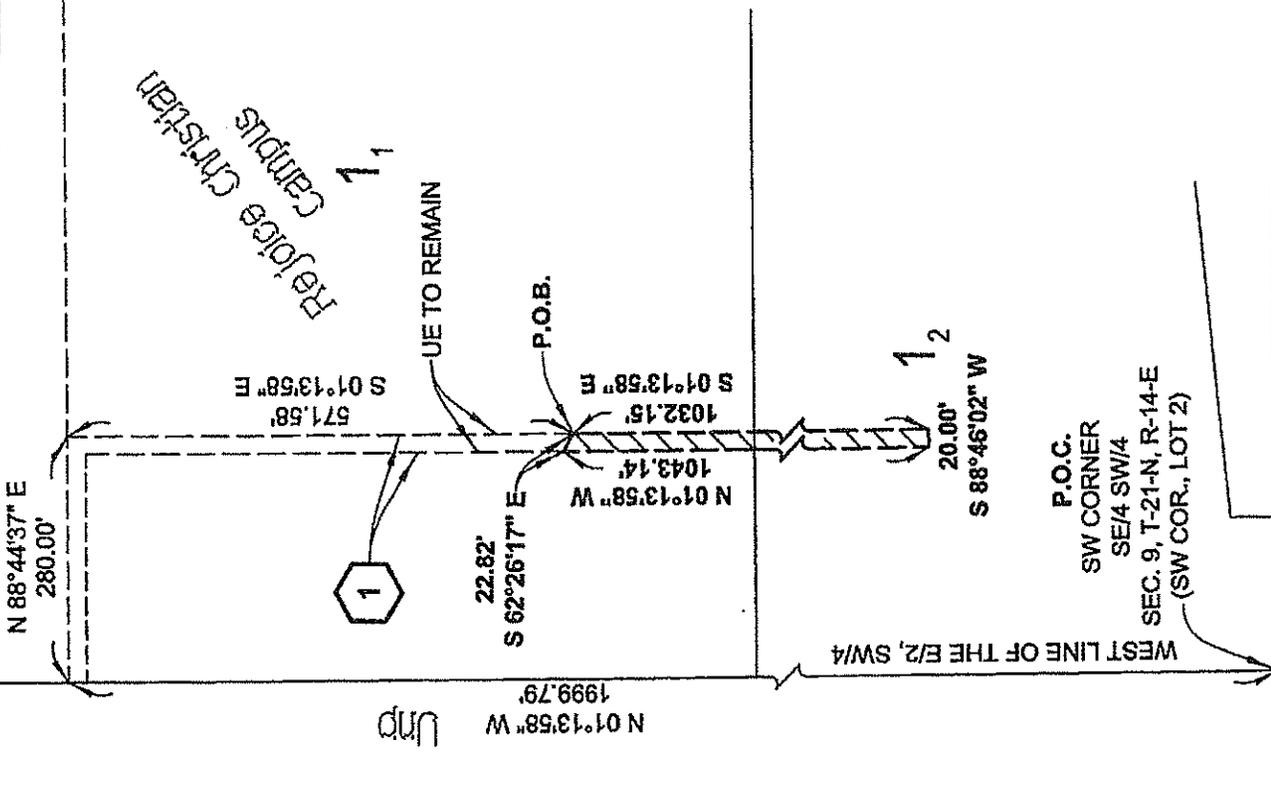
NAME OF DEVELOPMENT Rejoice Christian Campus  
 LEGAL DESCRIPTION AND ADDRESS OF SITE Part of Lots 1 and 2  
of Block 1, Rejoice Christian Campus.  
(See Attached Legal Description)

DEVELOPER TFC - Rejoice Christian School, LLC ENGINEER/ARCHITECT Greg Klein  
 ADDRESS Submore Kleiss & Assoc. ADDRESS 611 E. 32nd Place, Tulsa, OK 74135  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ PHONE 918.665.3600 FAX 918.665.8668

LOT INFORMATION	Frontage	Average Depth	Lot Area	Is this lot irregular or a flag lot?
	feet	feet	Sq.Ft.	
BUILDING SETBACK	Front (from center of street)	Rear	Sides (If corner lot, from center of street)	
	feet	feet	feet	feet
SITE INFORMATION	Total Floor Area ( <del>Non-residential</del> )	PRESENT USE	PROPOSED ZONING	PROPOSED USE
	Sq.Ft.	<u>School / Church</u>		
RESIDENTIAL INFORMATION	No. of Single-Family Dwellings	No. of Duplex Dwellings	Multi-Family Dwellings	

Please submit the completed application form and application fee (\$100.00). The easement closure shall be accompanied by a legal description with an exhibit that clearly identifies the area or areas to be closed. All documents shall be submitted 21 days in advance of the TAC meeting, at which the closure will be reviewed. **The applicant and/or the applicant's consultant should attend both the Technical Advisory Committee and City Council meetings.**

APPLICANT SIGNATURE Wally Popi DATE 2-19-16



**Location Map**

SCALE: 1"=2000'



U/E TO CITY OF OWASSO  
(DOC. NO. 2006109396 &  
DOC. NO. 200697380)

**Legend**

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

 = EASEMENT CLOSURE AREA

**Sanitary Sewer Easement  
Partial Vacation Exhibit**

of  
PART OF LOTS 1 & 2, BLOCK 1,  
REJOICE CHRISTIAN CAMPUS  
CITY OF OWASSO, TULSA COUNTY, OKLAHOMA

FILE: 2114.09 WO#: 17290.05 DATE: 2/11/16



Sisemore Weisz & Associates, Inc.

811 EAST 32ND PLACE  
TULSA, OKLAHOMA 74156  
C.A. NO. 2421

PHONE: (918) 665-9000  
FAX: (918) 665-8988  
EXP. DATE: 6/30/17

E 106th St. N. SOUTHERLY LINE SEC. 9

P.O.C.  
SW CORNER  
SE/4 SW/4  
SEC. 9, T-21-N, R-14-E  
(SW COR., LOT 2)

Partial Vacation Legal Description

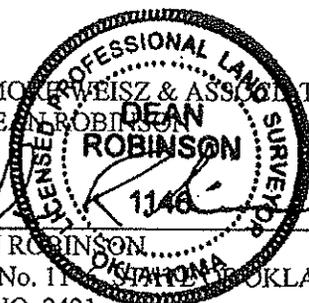
A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION NINE (9), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4, SW/4); THENCE NORTH 01°13'58" WEST ALONG THE WEST LINE OF THE E/2, SW/4 FOR 1999.79 FEET; THENCE NORTH 88°44'37" EAST FOR 280.00 FEET; THENCE SOUTH 01°13'58" EAST PARALLEL WITH THE WEST LINE OF THE E/2, SW/4 FOR 571.58 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 01°13'58" EAST PARALLEL WITH SAID WEST LINE FOR 1032.15 FEET; THENCE SOUTH 88°46'02" WEST FOR 20.00 FEET; THENCE NORTH 01°13'58" WEST PARALLEL WITH SAID WEST LINE FOR 1043.14 FEET; THENCE SOUTH 62°26'17" EAST FOR 22.82 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SEWER EASEMENT VACATION CERTIFICATION

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

2/11/16  
DATE

SISEMORE WEISZ & ASSOCIATES, INC.  
BY DEAN ROBINSON  
  
DEAN ROBINSON  
RPLS No. 1146 OKLAHOMA  
C. A. NO. 2421  
EXPIRES: 6/30/17



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

**FROM:** Larry Langford  
Director of Recreation and Culture

**SUBJECT:** Festival Market Place  
Vision 2025 Funding – Professional Services Agreement

**DATE:** April 1, 2016

---

**BACKGROUND:**

On November 5, 2014, The Tulsa County Vision Authority adopted a resolution that states Owasso is eligible to receive excess Vision 2025 funds totaling \$6,882,761. On April 21, 2015, Owasso City Council approved Resolution 2015-08 recommending projects for these funds. A portion of this funding is designated for the design of a festival market pavilion.

The Festival Market Place will be located on the property adjacent to and directly south of the existing City Hall with capabilities to host a farmer's market, concerts, outdoor entertainment, and other appropriate events of a similar nature.

**SCOPE OF WORK:**

Following is the scope of work for this project:

- Master Development Plan
- Basic Architectural and Engineering Services
- Site Survey
- Geotechnical Investigation

A request for proposal for professional services for architecture and engineering for a festival market place was published November 2016.

**ENGINEER SELECTION PROCESS:**

Staff conducted individual meetings with all interested firms prior to submission deadline to clarify vision and answer questions. The deadline for submissions was January 8, 2016 and nine (9) submittals were received.

A review committee evaluated all submittals to identify the most qualified and highly responsive firm considering the following factors:

1. Experience and technical competence of the Architect/Engineer and project staff in the required areas of expertise;
2. Capacity to perform all required services; and

3. Evaluation of Architect/Engineer record on similar projects which shall include quality of work and cost control.

Based upon the Review Committee's rankings, the three (3) firms receiving the most evaluation points were selected for an additional interview in order to exchange additional information and clarify portions of the proposal content.

Upon final analysis and based on work history, familiarity, and knowledge in this specialized area, the Review Committee selected GH2 Architects of Tulsa, Oklahoma as the firm that possessed the experience and vision for the desired scope of work.

**PROFESSIONAL SERVICE PROPOSAL:**

Staff met with GH2 to negotiate fees for services. Staff and GH2 came to an agreement relating to the professional services fee for the project. If approved, cost for professional services will be as follows:

1. Master Development Plan	\$ 16,500
2. Preliminary Basic Architectural Services (7 %)	\$ 70,000
3. Final Design Phase Site Survey	\$ 8,750
4. Geotechnical Investigation	\$ 5,922

Total Fee for this Site \$101,172

**FUNDING**

Funding for the professional services will be obtained through the Vision 2025 Funds.

**PROPOSED ACTION:**

Staff recommends approval of an engineering services agreement with GH2 of Tulsa, Oklahoma for the Festival Market Place Project in the amount not to exceed \$101,172.

**ATTACHMENTS:**

Design Services Agreement

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5th day of April in the year 2016  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Owasso Oklahoma  
111 North Main Street  
Owasso, OK 74055

and the Architect:  
(Name, legal status, address and other information)

GH2 Architects, LLC  
320 S. Boston Avenue, Suite 100 Tulsa, OK 74103

for the following Project:  
(Name, location and detailed description)

Owasso Festival Market Place on Main  
TULSA COUNTY PARCEL NO. R61000143000400  
& TULSA COUNTY PARCEL NO. R61000143000730

City of Owasso, Oklahoma

Project will include a festival market place pavilion with capabilities to host farmer's market, concerts, outdoor entertainment, and related events.

The Owner and Architect agree as follows.

**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.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

| Refer to Exhibit A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

| To be determined

- .2 Substantial Completion date:

| To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. Certificates of Insurance are attached as Exhibit C. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000 per occurrence

.2 Automobile Liability

\$1,000,000 per occurrence

.3 Workers' Compensation

Oklahoma Statutory Limits

.4 Professional Liability

\$1,000,000 per claim; \$2,000,000 annual aggregate

This insurance shall remain in full force and effect for two years after the last date of substantial completion.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 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 12:11:11 on 03/31/2016 under Order No.6205153638\_1 which expires on 02/04/2017, and is not for resale.

User Notes:

(1380148090)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Init.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

Init.

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	4.2.1
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	4.2.2
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 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 12:11:11 on 03/31/2016 under Order No.6205153638\_1 which expires on 02/04/2017, and is not for resale.

§ 4.1.7	Civil engineering	Architect	4.2.3
§ 4.1.8	Landscape design	Architect	4.2.4
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	4.2.5
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.1 Programming: Architect will provide facility programming services during the initial master planning effort described in 4.1.5 below.

4.2.2 Site Evaluation and Planning (Master Planning): Architect will work with Owner to develop the overall master plan and site design direction for the facility. Architect will conduct two (2) master planning work sessions as the plan is developed. The plan will document the overall design concept and location for facilities as well as the overall estimated development cost and project phasing strategies. Architect will provide three dimensional color renderings and promotional graphics as well as a digital animation of the final master plan concept. Architect will be available for public presentations of the Master Plan.

4.2.3 Civil Engineering: Architect will engage a civil engineering consultant to provide civil engineering services for the project.

4.2.4 Landscape Design: Architect will provide landscape design for the project.

4.2.5 As-Constructed Record Drawings: Architect will provide a set of as constructed record drawings based upon the Contractor's field notes, which will be turned over to the Architect at Substantial Completion. These drawings will be provided in pdf format.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

Init.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-weekly visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within forty-eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from

the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

*(Paragraphs deleted)*

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not

Init.

warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Init.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

Int.

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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

Stipulated sum of seven percent (7%) of the cost of the work.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Negotiated stipulated sum.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

4.2.1 and 4.2.2 Programming and Site Evaluation and Planning (Master Planning)

Stipulated sum of sixteen thousand five hundred dollars (\$16,500.00).

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as otherwise stated below:

Negotiated stipulated sum.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty-five	percent (	25	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	twenty-five	percent (	25	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

Init.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

(Table deleted)

See Attached Exhibit C

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent ( 5 %) of the expenses incurred.

§ 11.8.3 Architect will coordinate and provide site survey as a reimbursable expense for the stipulated sum of eight thousand seven hundred fifty and 00/100 dollars (\$8,750.00).

§ 11.8.4 Architect will coordinate and provide geotechnical investigation as a reimbursable expense for the stipulated sum of five thousand nine hundred twenty-two and 00/100 dollars (\$5,922.00).

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

#### § 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit A, Initial Information  
 Exhibit B, GH2 Architects Standard Hourly Rates  
 Exhibit C, Certificate's of Liability Insurance

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

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*  
 The Honorable Jeri Moberly Mayor of Owasso  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
 Michael Hall, AIA Principal  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Attested)*  
 Sherry Bishop City Clerk  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
 Julie Lombardi City Attorney  
 \_\_\_\_\_  
*(Printed name and title)*

init.



**AIA**<sup>®</sup>

# Document B101<sup>™</sup> – 2007 Exhibit A

## Initial Information

for the following PROJECT:  
*(Name and location or address)*

Owasso Festival Market Place on Main

THE OWNER:  
*(Name, legal status and address)*

City of Owasso Oklahoma  
111 North Main Street  
Owasso, OK 74055

THE ARCHITECT:  
*(Name, legal status and address)*

GH2 Architects, LLC  
320 South Boston Avenue, Suite 100  
Tulsa, OK 74103

**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 Agreement is based on the following information.  
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

### ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:  
*(Identify documentation or state the manner in which the program will be developed.)*

Refer to Attachment "1", Request for Qualifications for Professional Services for Architecture and Engineering for Owasso Festival Market Place on Main dated 11.18.2015

§ A.1.2 The Project's physical characteristics:  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Refer to Attachment "1", Request for Qualifications for Professional Services for Architecture and Engineering for Owasso Festival Market Place on Main dated 11.18.2015

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total, and if known, a line item break down.)*

To Be Determined

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Int.

To Be Determined

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

To Be Determined

§ A.1.6 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

## ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

Mr. John Feary  
City of Owasso  
111 North Main Street  
Owasso, OK 74055

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address and other information.)*

§ A.2.3 The Owner will retain the following consultants and contractors:  
*(List discipline and, if known, identify them by name and address.)*

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Michael Hall, AIA  
GH2 Architects, LLC  
320 S. Boston Avenue, Suite 100  
Tulsa, OK 74103

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
*(List discipline and, if known, identify them by name, legal status, address and other information.)*

§ A.2.5.1 Consultants retained under Basic Services:

.1  
*(Paragraphs deleted)*  
Structural, Mechanical and Electrical Engineer

CEC Infrastructure Solutions  
4617 E. 91<sup>st</sup> Street South  
Tulsa, OK 74137

Int.

§ A.2.5.2 Consultants retained under Additional Services:

I. Civil Engineer  
CEC Infrastructure Solutions  
4617 E. 91<sup>st</sup> Street South  
Tulsa, OK 74137

§ A.2.6 Other Initial Information on which the Agreement is based:  
(Provide other Initial Information.)

Init.

1

**EXHIBIT B**

**STANDARD HOURLY RATES: 1/1/2016 – 12/31/2016**

Principal Architect / Specialty Practice Leader	\$ 199.00
Associate Principal / Sr. Project Manager / Sr. Architect	\$ 167.00
Architect III	\$ 145.00
Architect II	\$ 135.00
Architect I	\$ 118.00
Principal Expert Witness / Litigation Assistance	\$ 237.00
Sr. Architect Expert Witness / Litigation Assistance	\$ 231.00
Interior Designer III	\$ 135.00
Interior Designer II	\$ 126.00
Interior Designer I	\$ 109.00
Landscape Architect III	\$ 135.00
Landscape Architect II	\$ 126.00
Landscape Architect I	\$ 109.00
Landscape Designer I	\$ 95.00
Construction Cost Specialist	\$ 109.00
Intern III	\$ 109.00
Intern II	\$ 103.00
Intern I	\$ 96.00
Draftsman III	\$ 109.00
Draftsman II	\$ 103.00
Draftsman I	\$ 96.00
Administrative	\$ 77.00
Clerical	\$ 66.00









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

**FROM:** Teresa Willson  
Information Technology Director

**SUBJECT:** Furnishings for New City Hall Project

**DATE:** April 1, 2016

---

**BACKGROUND:**

In 2013, the City acquired a new facility at the intersection of 76<sup>th</sup> Street North and Main Street to be remodeled and utilized as a new facility for the current City Hall. This project makes it possible for the Owasso Police Department to utilize the existing City Hall. The project is underway and nearing completion. To prepare for the move of all current City Hall Departments, many equipment and furniture needs are being addressed.

City staff is planning for the purchase of office furnishings to be used in the new facility. Purchasing furniture for the new building will allow furnishings that were acquired to fit the existing spaces to remain in the building and be utilized by the police department. Most of the existing furniture is in good to excellent condition.

**DESCRIPTION OF FURNISHINGS:**

Furnishings for the new facility will include desk units, modular work stations, conference tables, bookcases, task chairs, side chairs, conference and meeting seating, and public space furnishings.

Staff intends to move and utilize multiple lateral file cabinets that are currently in use at City Hall. A few additional lateral file cabinets will be needed, but the existing filing solutions will provide most of the filing needs for the various departments.

This purchase request provides furnishings for:

- More than 20 individual offices
- Numerous workstations in open areas
- 1 large conference room
- 2 medium conference rooms
- 5 small conference areas
- 1 large public meeting room
- Public spaces/waiting areas
- Two break room areas

In evaluating furnishings, staff has taken into consideration economical solutions that are durable and should provide many years of use.

The City Hall project is funded through the Capital Improvement Fund, and would be the source of funding for the furnishings as part of the project.

**REQUEST FOR QUOTES:**

Specifications have been prepared to outfit all public spaces, private offices, work spaces, conference rooms and meeting room. Sealed quotes have been requested from three vendors from Tulsa and Oklahoma City areas, and posted on the City's website. Quotes must be received by the City no later than 12:00 pm, Monday, April 4, 2016. The request for quotes requires vendors to identify any state, county, or municipal contracts they are working from, and make said contracts available for review, to ensure competitive pricing.

At the time this memorandum is published, staff will not have received quotes. Therefore, staff expects to provide pricing details to the Council at the regular meeting, April 5, 2016.

The furniture quotes will be unit pricing which will allow for possible quantity changes in the final contract. Therefore, this request will be for a purchase authorization in an amount not to exceed instead of a fixed amount.

**RECOMMENDATION:**

Staff will recommend Council authorize the City Manager to execute a contract for the purchase of furnishings for the new City Hall facility in an amount not to exceed. (The contract amount is estimated to be less than \$250,000 and will be provided at the Council meeting.)

**ATTACHMENT:**

Furniture Request for Quotes



### Request For Quotes

The City of Owasso is requesting sealed quotes for furnishings to be installed at the new City Hall project, located at 200 S Main Street, Owasso, Oklahoma.

Attached to this document are specifications and drawings to assist in the completion of a quote.

The deadline to receive quotes is 12:00 pm, Monday, April 4, 2016. Quotes must be submitted in a sealed envelope addressed to

City of Owasso  
Attn: Teresa Willson  
111 N Main  
P.O. Box 180  
Owasso, Oklahoma

Quotes must include the following information:

Completed pricing sheet (attached)

Delivery and Installation must be Included in all prices

Substitutions: City of Owasso will review product substitutions and has the right to accept or reject the substitutions. All product substitutions must meet or exceed the detailed product specifications.

If quoting from an existing state, county or municipal contract, the contract number must be referenced in the submittal and documentation must be available upon request.

Any questions must be sent to Teresa Willson by email, [twillson@cityofowasso.com](mailto:twillson@cityofowasso.com), no later than 3:00 pm, Thursday, March 31, 2016. Answers to questions will be provided via email to all vendors.

## City of Owasso City Hall Furniture RFP

<u>Qty</u>	<u>Description</u>	<u>Net Price</u>	<u>Ext Total</u>
24	National Renegade Executive U Unit with 36x72 Arc Top, 21" x 42"W Bridge and 21" DX Credenza, and Full Pedestals, TFL Lamiante, 87 Platinum Metallic Beam Hardware 75N2142BEFL/75N2172CLF6L/75N3672RFAIL	_____	_____
5	National Renegade L Unit with Arc Top 36" x 72" Single Pedestal Desk with 24" x 42" Return, Standard TFL Laminate, Platinum Metallic Beam Hardware RR2L/75N3672DLFAIL	_____	_____
24	National Renegade Highback Organizer 72" x 38" H 75N7238HBH	_____	_____
1	Lot (2) Haworth Unigroup Too Workstations Tag: First Floor Drawing and Specifications Attached	_____	_____
62	SCS-22-OH Haworth Very Side Chair Flex back, Armless, Upholstered Seat and Back Grade A Fabric	_____	_____
44	M600-2210 Haworth Improv Side Chair Upholstered Back, Arms, Grade A Fabric	_____	_____
67	SCT-20-1011 Haworth Very Conference Chair with Fixed Arm, Grade A Fabric	_____	_____
64	SCT-20-7115 Haworth Very Task Chair Grade A Fabric / Mesh Back Note: Height, Width, and Depth Adjustable Arms, Back Lock, and Adjustable Lumbar Support	_____	_____
8	National Eloquence End Table with Laminate Top 85N2024ENLW	_____	_____
4	National Eloquence Guest Chair, Half Upholstered Back Grade 4 Fabric	_____	_____
1	National Renegade Three Drawer Lateral File with Beam Platinum Metallic Hardware / Laminate 75N2136LFM3	_____	_____

<u>Qty</u>	<u>Description</u>	<u>Net Price</u>	<u>Ext Total</u>
6	National Renegade Two Drawer Lateral File with Beam Platinum Metallic Hardware / Laminate 75N2136LFF2L	_____	_____
7	National renegade 36" W x 40" H Open Laminate Bookcase 75N3640BCOF	_____	_____
4	National Regengade 36" W x 68" H Open Lamiante Bookcase <del>75N3640BCOF</del> 75N3668BCOF	_____	_____
6	National Eloquence One Seat Lounge Chair Grade 3 Fabric N85LA	_____	_____
1	National Eloquence Three Seat Lounge Grade 3 Fabric N85LC	_____	_____
4	National 42" x 84" W Rectangular Conference Top Wood Finish Veneer CCW4284RT2W	_____	_____
2	National 48" x 120" W Retangular Laminate Conference Table Top CP-S120	_____	_____
2	National Panel Base Kit Laminate for 120" Conference Table Top 10N120PNKL	_____	_____
1	National 60" Diameter Round Conference Top Wood Veneer Finish CCW60RD2W	_____	_____
1	Universal Laminate Cylinder Base BP-24	_____	_____
4	National Panel Base for 84" Top / Laminate 10N84PNK	_____	_____
5	National Laminate Cylinder Bases BP-18	_____	_____

<u>Qty</u>	<u>Description</u>	<u>Net Price</u>	<u>Ext Total</u>
5	National 42" Dia. Lamianta Conference Table Top CP-42E	_____	_____
1	National 48" x 192" Conference Table Top CP-S192E	_____	_____
1	National 192" Top, Laminate Panel Base Kit 10N192PNKL	_____	_____
1	Lot (3) Haworth Unigroup Too Workstations Tag: Second Floor Drawing and Specification Attached	_____	_____
1	Haworth Zody Chair with 4D Height, Width, Depth Adjustable Arms, Back Lock, and Adjustable Lumbar Grade A Fabric/Mesh Back SZT-20-711MA5	_____	_____
20	Haworth Improv Side Chair with Hard Caster Grade A Fabric M600-2212	_____	_____
3	36" x 36" Laminate Planes Table with X Base TARN-3636-LVSNXG4B	_____	_____
			_____
		<b>Total:</b>	=====

***Please Note:***

Delivery and Installation must be Included in all prices

Substitutions: City of Owasso will review product substitutions and has the right to accept or reject the substitutions. All product substitutions must meet or exceed the detailed product specifications.

Contract Award - All proposals must be quoted as "All or None"

## haworth unigroup 2nd floor stations

Item	Qty.	Product
1	1	LUTS-0042-16UEP Adaptable, Task Light, 42In., 72In. Cord, Stl, Prismatic
2	3	ZEBA-0000-PL Bracket,Side,For Unigroup/Too/Places
3	3	ZEBA-0000-PR Bracket,Side,For Unigroup/Too/Places
4	2	ZUBF-0000-PN Flush Mount Plate
5	3	UEFS-1648-PML PLACES,UniGroup,UniGroup Too,Upper Storage,48"W,Painted Front,Panel Mount,Hinge,Locking ,TR-~, ,TR-~, ,LR-~
6	9	ZEBD-1600-PP Unigroup/Too/Places,Cntlvr Brkt,Standard,16.5In.D,Bh
7	2	ZEBD-1600-PL Unigroup/Too/Places,Cntlvr Brkt,Standard,16.5In.D,Lh
8	4	ZEBR-0000-PN Worksurface, Rear-Corner Bracket, if, Svc
9	6	WURA-2448-LJSA Worksurface, Rect,24Dx48W,Lam,Edgeband,Std Core,Notched ,H-~, ,HP-~
10	2	WURA-2472-LJSA Worksurface, Rect,24Dx72W,Lam,Edgeband,Std Core,Notched ,H-~, ,HP-~

Item	Qty.	Product
11	4	WUCA-3636-LJSAN44 Worksurface,Corner,36Dx36W,Lam,Edgeband,Std Core,Notched,24,24 ,H-~,HP-~
12	2	WURA-24A4-LJSA Worksurface,Rect,24Dx104W,Lam,Edgeband,Std Core,Notched ,H-~,HP-~
13	3	HTB-4816 Tackboard 48In. X 16In. (C1),C1-~
14	5	JLPD-0230-S1A X Series,27.5"H x 30"W,Lateral File,File,Steel Drawer Front,Steel Lock Material,Attached,Ellipse Pull,Glides ,TR-~,TR-~,LR-~
15	2	JLPD-0230-S1 X Series,27.5"H x 30"W,Lateral File,File,Steel Drawer Front,Steel Lock Material,Freestanding,Ellipse Pull,Glides ,TR-~,TR-~,LR-~
16	4	BFM-2-B Base Feed Module-Plug Connection
17	2	PRD-3-B Duplex Receptacles (Box Of 6) ,TR-~
18	2	E2PC-30 90Deg Finish Post,Painted,32In.H ,TR-~,TR-~,TR-~
19	1	E2PC-38 90Deg Finish Post,Painted,40In.H ,TR-~,TR-~,TR-~
20	1	E2PC-38-V 90Deg Finish Post,Painted,40In.H ,TR-~,TR-~,TR-~
21	1	E2PC-62 90Deg Finish Post,Painted,64In.H ,TR-~,TR-~,TR-~

Item	Qty.	Product
22	1	E2MN-238-B Mono Panel,Sq Top Cap,No-Power,24In.W X 40In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
23	2	E2MN-430-B Mono Panel,Sq Top Cap,No-Power,48In.W X 32In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
24	1	E2MN-438-B Mono Panel,Sq Top Cap,No-Power,48In.W X 40In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
25	1	E2MN-462-B Mono Panel,Sq Top Cap,No-Power,48In.W X 64In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
26	8	E2MP-330-B Mono Panel,Sq Top Cap,W/Power,36In.W X 32In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
27	1	E2MP-338-B Mono Panel,Sq Top Cap,W/Power,36In.W X 40In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
28	3	E2MP-362-B Mono Panel,Sq Top Cap,W/Power,36In.W X 64In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
29	2	E2MP-462-B Mono Panel,Sq Top Cap,W/Power,48In.W X 64In.H (C1),,C1-~, (C1),,C1-~, ,TR-~, ,TR-~
30	2	JPAH-24-S1 X Series,Pedestal,Attached,B/B/F,24"D,PtdDrwFrnt, Stl Lkrl,Ellipse Pull ,TR-~, ,TR-~, ,LR-~
31	4	JPAJ-24-S1 X Series,Pedestal,Attached,F/F,24"D,PtdDrwFrnt, Stl Lkrl,Ellipse Pull ,TR-~, ,TR-~, ,LR-~

## haworth unigroup 1st floor stations

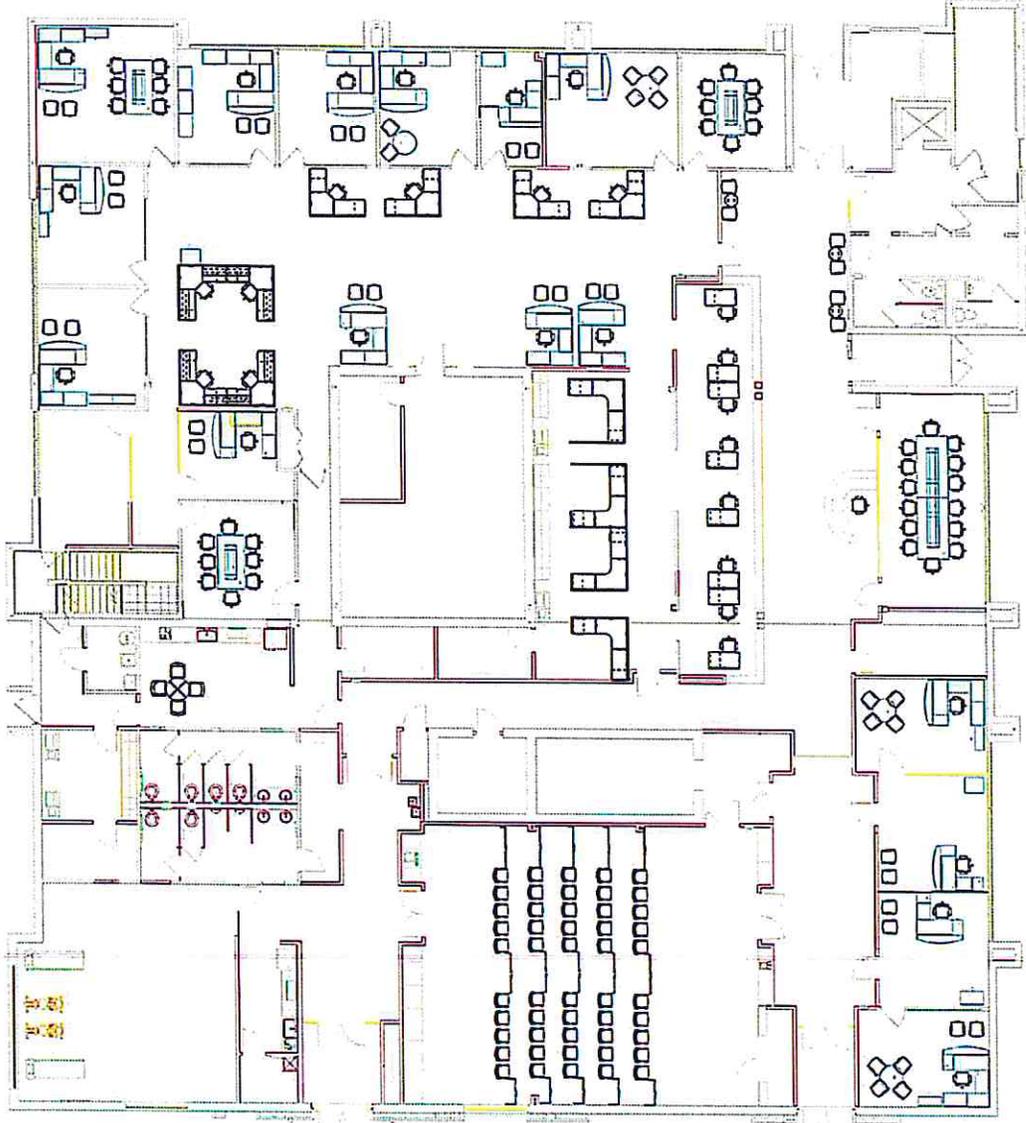
Item	Qty.	Product
1	3	LUTS-0030-16UEP Adaptable, Task Light, 30In., 72In. Cord,Stl, Prismatic
2	4	LUTS-0042-16UEP Adaptable, Task Light, 42In., 72In. Cord, Stl, Prismatic
3	1	LUTS-0054-16UEP Adaptable, Task Light, 54In., 72In. Cord, Stl, Prismatic
4	3	UEFS-1636-PML PLACES,UniGroup,UniGroup Too,Upper Storage,36"W,Painted Front,Panel Mount,Hinge,Locking ,TR~, ,TR~, ,LR~
5	4	UEFS-1648-PML PLACES,UniGroup,UniGroup Too,Upper Storage,48"W,Painted Front,Panel Mount,Hinge,Locking ,TR~, ,TR~, ,LR~
6	1	UEFS-1672-PML PLACES,UniGroup,UniGroup Too,Upper Storage,72"W,Painted Front,Panel Mount,Hinge,Locking ,TR~, ,TR~, ,LR~
7	8	WUCA-3636-LJSAN44 Worksurface,Corner,36Dx36W,Lam,Edgeband,Std Core,Notched,24,24 ,H~, ,HP~
8	4	WUCR-4848-LJSAN44 Worksurface,Corner 90 Deg Wrap,48Dx48W,Lam,Edgeband,Std Core,Notched,24,24 ,H~, ,HP~
9	12	WURA-2436-LJSA Worksurface, Rect,24Dx36W,Lam,Edgeband,Std Core,Notched ,H~, ,HP~
10	20	WURA-2448-LJSA Worksurface, Rect,24Dx48W,Lam,Edgeband,Std Core,Notched ,H~, ,HP~

Item	Qty.	Product
11	14	ZEBA-0000-PL Bracket,Side,For Unigroup/Too/Places
12	14	ZEBA-0000-PR Bracket,Side,For Unigroup/Too/Places
13	30	ZEBD-1600-PP Unigroup/Too/Places,Cntivr Brkt,Standard,16.5In.D,Bh
14	12	ZEBR-0000-PN Worksurface, Rear-Corner Bracket, if, Svc
15	4	HTB-3616 Tackboard 36In. X 16In. (C1), ,C1-~
16	4	HTB-4816 Tackboard 48In. X 16In. (C1), ,C1-~
17	6	BFM-2-B Base Feed Module-Plug Connection
18	1	EFN-235-B Unigroup Fabric Panel No-Power 24In. X 37In. (C1), ,C1-~, (C1), ,C1-~, ,TR-~, ,TR-~
19	2	EFN-335-B Unigroup Fabric Panel No-Power 36In. X 37In. (C1), ,C1-~, (C1), ,C1-~, ,TR-~, ,TR-~
20	2	EFN-435-B Unigroup Fabric Panel No-Power 48In. X 37In. (C1), ,C1-~, (C1), ,C1-~, ,TR-~, ,TR-~
21	3	FPPC-35-B 90 Deg. Painted Finish Post 37" ,TR-~, ,TR-~, ,TR-~

Item	Qty.	Product
22	5	PRD-3-B Duplex Receptacles (Box Of 6) ,TR~
23	2	EFP-435-B Unigroup Fabric Panel Power,3 Cir 332,,4 Cir 3+1,48In. X 37In. (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~
24	1	PCSS-3-B UniGroup-Straight Pan Power Connector,Pwr,3CIR,332
25	2	E2FM-6400-3 Top Feed Module,Panel Height 64In.-80In. ,TR~, ,TR~
26	3	E2MN-238-B Mono Panel,Sq Top Cap,No-Power,24In.W X 40In.H (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~
27	4	E2MN-338-B Mono Panel,Sq Top Cap,No-Power,36In.W X 40In.H (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~
28	4	E2MN-430-B Mono Panel,Sq Top Cap,No-Power,48In.W X 32In.H (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~
29	10	E2MN-438-B Mono Panel,Sq Top Cap,No-Power,48In.W X 40In.H (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~
30	4	E2MN-462-B Mono Panel,Sq Top Cap,No-Power,48In.W X 64In.H (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~
31	12	E2MP-330-B Mono Panel,Sq Top Cap,W/Power,36In.W X 32In.H (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~
32	12	E2MP-362-B Mono Panel,Sq Top Cap,W/Power,36In.W X 64In.H (C1), ,C1~, (C1), ,C1~, ,TR~, ,TR~

Item	Qty.	Product
33	3	E2PC-30 90Deg Finish Post,Painted,32In.H ,TR-~, ,TR-~, ,TR-~
34	6	E2PC-38 90Deg Finish Post,Painted,40In.H ,TR-~, ,TR-~, ,TR-~
35	4	E2PC-62 90Deg Finish Post,Painted,64In.H ,TR-~, ,TR-~, ,TR-~
36	1	E2PS-38 180Deg Finish Post,Painted,40In.H ,TR-~, ,TR-~, ,TR-~
37	1	E2FM-3200-3 Top Feed Module,Panel Height 32In.-56In. ,TR-~, ,TR-~
38	6	E2MP-438-B Mono Panel,Sq Top Cap,W/Power,48In.W X 40In.H (C1), ,C1-~, (C1), ,C1-~, ,TR-~, ,TR-~
39	17	JPAH-24-S1 X Series,Pedestal,Attached,B/B/F,24"D,PtdDrwFrt, Sti Lkrl,Ellipse Pull ,TR-~, ,TR-~, ,LR-~
40	15	JPAJ-24-S1 X Series,Pedestal,Attached,F/F,24"D,PtdDrwFrt, Sti Lkrl,Ellipse Pull ,TR-~, ,TR-~, ,LR-~

---



ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF OWASSO SPECIFICATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OWASSO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OWASSO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OWASSO.

**APPROVALS:**  
 APPROVED AS IS  
 APPROVED PER NOTED CHANGES

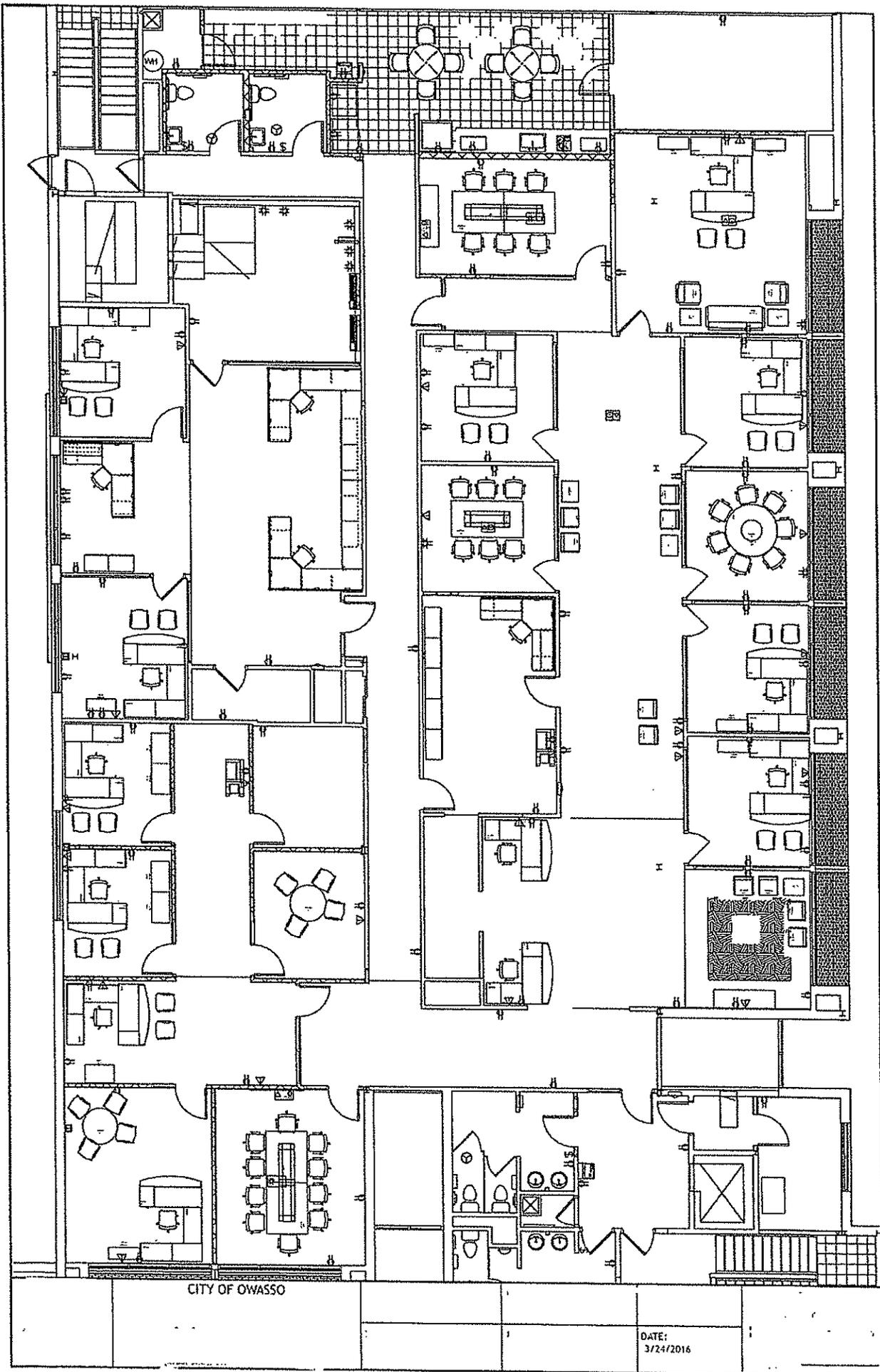
**SCALE:**  
 Label:

**DATE:**  
 3/7/2016

CITY OF OWASSO

1ST FLOOR  
 [Order entry, Dealer PO code, Number]

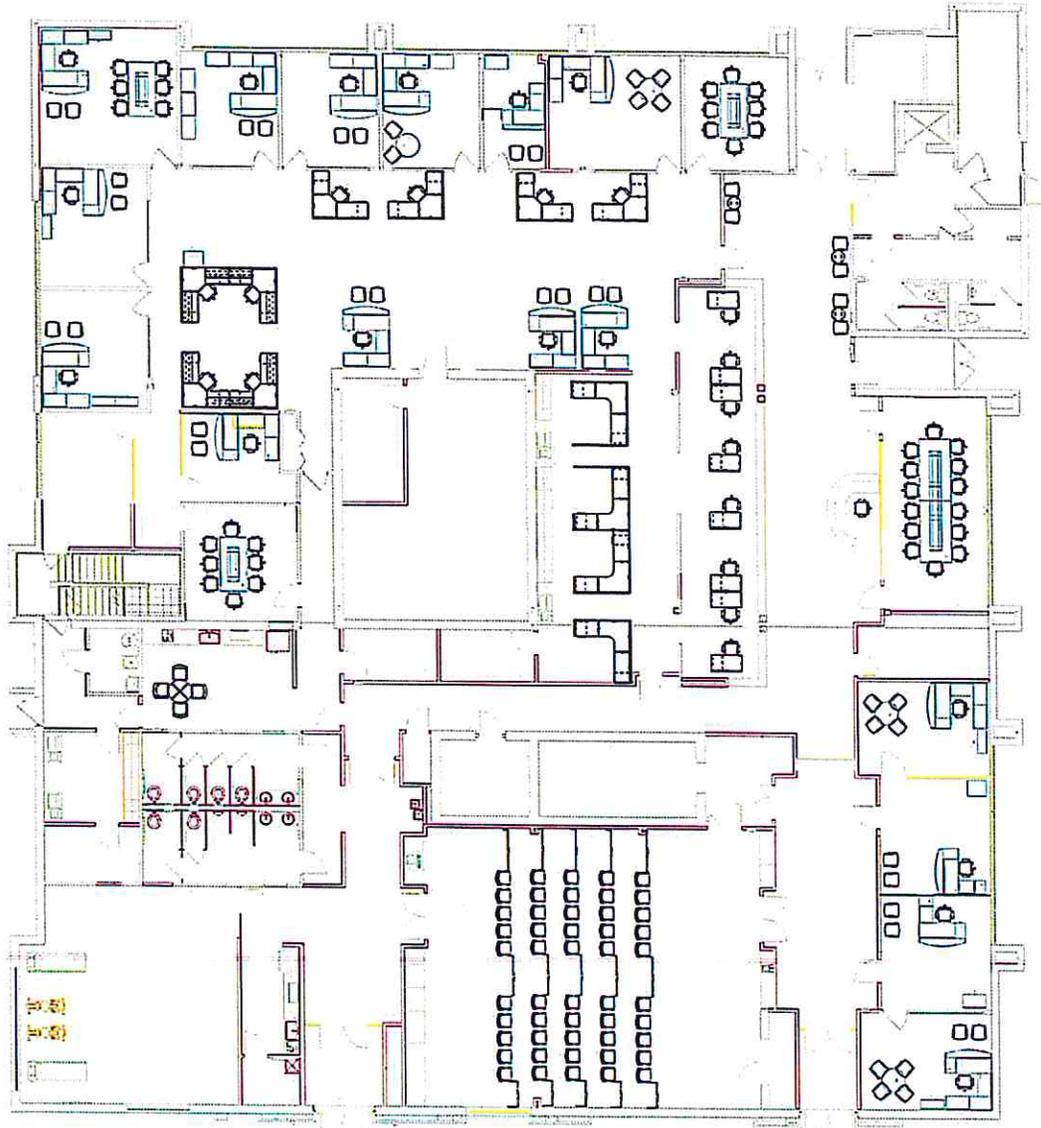
1



CITY OF OWASSO

DATE:  
3/24/2016

City Hall  
 First Floor Proposed Furniture Layout



APPROVALS:  
 APPROVED AS IS  
 APPROVED PER NOTED CHANGES

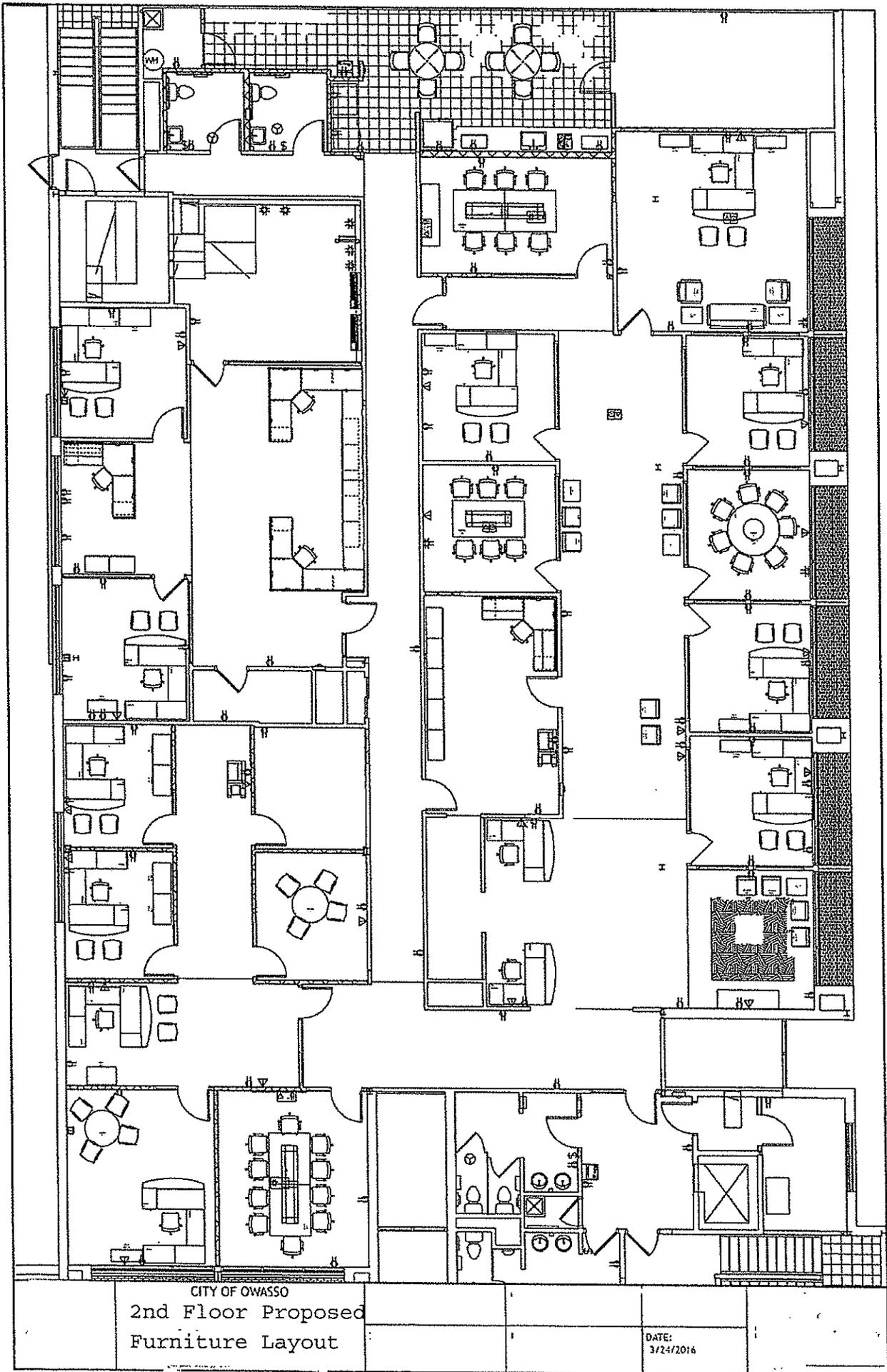
NOTICE: THIS DRAWING, INCLUDING THE  
 INFORMATION, IS THE PROPERTY OF  
 MANAGEMENT ARCHITECTURE & DESIGN, INC.  
 PROPERTY OF MANAGEMENT ARCHITECTURE & DESIGN, INC. IT  
 IS TO BE USED FOR THE PROJECT AND NOT TO BE REPRODUCED OR  
 USED BY ANY OTHER PARTY WITHOUT THE WRITTEN  
 PERMISSION OF MANAGEMENT ARCHITECTURE & DESIGN, INC.  
 SPECIAL PROJECT FOR WHICH IT WAS PREPARED. FIELD MEASUREMENTS MUST BE TAKEN  
 PRIOR TO INSTALLATION.

SCALE:  
 1/8" = 1'-0"

DATE:  
 3/24/2016

CITY OF OWASSO

1ST FLOOR  
 [Order entry, Dealer PO code, Number]



CITY OF OWASSO  
2nd Floor Proposed  
Furniture Layout

DATE:  
3/24/2016



**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 to East 106<sup>th</sup> Street North

**DATE:** April 1, 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 to East 106<sup>th</sup> Street North. As a part of those acquisitions, negotiations for the purchase of land from BAK Development Enterprises, LLC, for 5,539.2 square feet of right of way, have been successfully completed.

**DESCRIPTION/PURCHASE PRICE:**

BAK Development Enterprises, LLC - The appraised value of the right of way is \$7.30 per square foot, for a purchase price of \$40,436. Compensation for damages and permanent easement in the amount of \$9,053 was included in addition to the right of way cost, for a total offer of \$49,489 (see Attachment). BAK Development counter offered in the amount of \$68,200. After further discussion, BAK Development accepted the increase offer of \$56,322.05 (See Attachment) – which calculates to be \$8.31 per square foot for right of way and \$6.23 per square foot for permanent easement.

**FUNDING:**

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

**RECOMMENDATION:**

Staff recommends approval to purchase right of way, easements and compensation for damages in the amount of \$56,322.05 to BAK Development Enterprises, LLC.

**ATTACHMENTS:**

First Offer – BAK Development Enterprises, LLC  
Counter Offer – BAK Development Enterprises, LLC  
Second Offer and Agreement – BAK Development Enterprises, LLC  
Site Map

Project: STP-XXXX  
City of Owasso  
Parcel: 4  
J/P: 30742 (04)

## OFFER LETTER

Dear: BAK Development, LLC  
2404 East 26<sup>th</sup> Place  
Tulsa, OK 74114

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 your 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      \$49,489.00

Of the amount \$9,053.00 is compensation for Cost to Cure Damages.

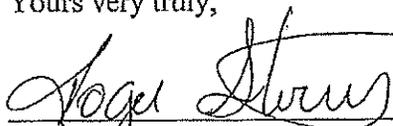
Total Offer w/damages is \$49,489.00

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.

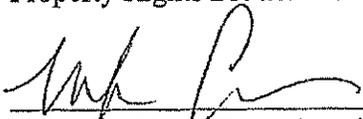
If it is necessary for you to move any of your personal property, you will be given 90 days from the date shown below to clear the right-of-way. Your consideration of our purchase offer to buy your property will be appreciated.

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: 2-9-16      11-6-15  
(Date Written Offer and Property Rights Brochure delivered)

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

February 9, 2016

Bill Emery  
BAK Development, LLC  
2404 East 26<sup>th</sup> Place  
Tulsa, OK 74114

RE: City of Owasso Road Widening Project  
Job No. 30742(04)  
North Garnett Road -Parcel 4

Dear Mr. Emery:

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 ~~\$49,489.00~~ <sup>68,200.00</sup>. 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:  
BAK Development, LLC



Mike R. Craddock  
Terra Acquisition Services



2/28/2016  
Date

Cc Roger Stevens, Public Works Director

918-605-1436

March 14, 2016

Bill Emery  
BAK Development, LLC  
2404 East 26<sup>th</sup> Place  
Tulsa, OK 74114

RE: City of Owasso Road Widening Project  
Job No. 30742(04)  
North Garnett Road -Parcel 4

Dear Mr. Emery:

I have presented your counter offer to the City of Owasso. They have instructed me to present the following offer for the needed right of way and easements for this project.

The City of Owasso will increase the offer to you to the amount of \$56,322.05. 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:  
BAK Development, LLC



Mike R. Craddock  
Terra Acquisition Services



3/14/2016  
Date

Cc Roger Stevens, Public Works Director



CITY OF OWASSO  
GENERAL FUND  
PAYROLL PAYMENT REPORT  
PAY PERIOD ENDING 03/19/16

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,526.00	8,291.60
Managerial	21,346.72	30,345.91
Finance	14,122.74	22,334.20
Human Resources	8,205.55	13,585.55
Community Development	15,653.48	24,974.38
Engineering	16,080.04	24,391.77
Information Systems	13,592.18	20,831.46
Support Services	8,212.46	12,409.58
Cemetery	1,170.87	1,794.36
Police Grant Overtime	2,598.26	2,632.92
Central Dispatch	18,151.67	31,400.76
Animal Control	3,344.00	5,103.27
Emergency Preparedness	1,757.93	2,512.13
Stormwater/ROW Maint.	5,775.98	8,809.23
Park Maintenance	8,303.92	12,564.03
Culture/Recreation	4,955.88	8,136.48
Community-Senior Center	4,173.90	6,975.80
Historical Museum	654.40	734.75
Economic Development	3,367.09	4,413.65
<b>General Fund Total</b>	<b>156,993.07</b>	<b>242,241.83</b>
<b>Garage Fund Total</b>	<b>4,687.60</b>	<b>7,738.24</b>
<b>Ambulance Fund Total</b>	<b>365.00</b>	<b>409.82</b>
<b>Fire Fund 37 Total</b>	<b>141,934.72</b>	<b>220,382.60</b>
<b>Police Fund 38 Total</b>	<b>132,012.22</b>	<b>206,455.58</b>
<b>Streets Fund 39 Total</b>	<b>8,877.87</b>	<b>14,887.98</b>
<b>Stormwater Fund 27 Total</b>		<b>-</b>
<b>Worker's Compensation Total</b>	<b>8,452.27</b>	<b>10,121.08</b>
<b>Strong Neighborhoods Total</b>	<b>3,697.26</b>	<b>5,451.36</b>

CITY OF OWASSO  
 HEALTHCARE SELF INSURANCE FUND  
 CLAIMS PAID PER AUTHORIZATION OF ORDINANCE #789 AS OF 3/31/16

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AETNA	HEALTHCARE MEDICAL SERVICE	21,121.53
	HEALTHCARE MEDICAL SERVICE	36,054.82
	HEALTHCARE MEDICAL SERVICE	37,124.80
	HEALTHCARE MEDICAL SERVICE	24,008.38
	HEALTHCARE MEDICAL SERVICE	85,178.89
	HEALTHCARE MEDICAL SERVICE	51,077.70
	ADMIN FEES	13,245.38
	STOP LOSS FEES	47,902.77
	<b>HEALTHCARE DEPT TOTAL</b>	<b><u>315,714.27</u></b>
DELTA DENTAL	DENTAL MEDICAL SERVICE	4,013.80
	DENTAL MEDICAL SERVICE	2,868.00
	<b>DENTAL DEPT TOTAL</b>	<b><u>6,881.80</u></b>
VSP	ADMIN FEES	1,022.01
	<b>VISION DEPT TOTAL</b>	<b><u>1,022.01</u></b>
	<b>HEALTHCARE SELF INSURANCE FUND TOTAL</b>	<b><u><u>323,618.08</u></u></b>



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

December 23, 2014

Mr. Roger Stevens, Public Works Director  
City of Owasso  
301 West 2nd Ave  
Owasso, Oklahoma 74055

Re: Permit No. WL000072140938  
Oxford Glen of Owasso Potable Water Line Extension  
Facility No. 3002718

Dear Mr. Stevens:

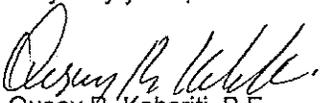
Enclosed is Permit No. WL000072140938 for the construction of 416 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Oxford Glen of Owasso, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 23, 2014. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Owasso, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Very truly yours,

  
Qusay R. Kabariti, P.E.  
Construction Permit Section  
Water Quality Division

QK/RC/bg

Enclosure

c: Rick Austin, Regional Manager, DEQ  
Seth Kelly, PE, RLK Engineering, Inc





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

Permit No WL000072140938

WATER LINES

PWSID No. 3002718

PERMIT TO CONSTRUCT

December 23, 2014

Pursuant to O.S. 27A 2-6-304, the City of Owasso is hereby granted this Tier I Permit to construct 416 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Oxford Glen of Owasso, located in Section 18, T-21-N, R-14-E, Tulsa County, Oklahoma, in accordance with the plans approved December 23, 2014.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

Permit No WL000072140938

WATER LINES

PWSID No. 3002718

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

Permit No WL000072140938

WATER LINES

PWSID No. 3002718

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(8)(A) and OAC 252:626-19-2(8)(B), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling in accordance with Water Pollution Construction Standard OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink, appearing to read 'Rocky Chen', is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

A small, handwritten signature or set of initials in black ink, possibly 'ca', is located to the right of the main signature line.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

December 23, 2014

Mr. Roger Stevens, Public Works Director  
City of Owasso  
301 West 2nd Ave  
Owasso, Oklahoma 74055

Re: Permit No. SL000072140939  
Oxford Glen of Owasso Sanitary Sewer Line Extension  
Facility No. S-21310

Dear Mr. Stevens:

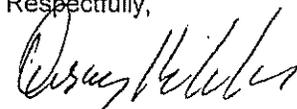
Enclosed is Permit No. SL000072140939 for the construction of 696 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Oxford Glen of Owasso, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 23, 2014. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Owasso, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

  
Qusay R. Kabariti, P.E.  
Construction Permit Section  
Water Quality Division

QRK/RC/bg

Enclosure

c: Rick Austin, Regional Manager, DEQ  
Seth Kelly, PE, RLK Engineering, Inc





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000072140939

SEWER LINES

FACILITY No. S-21310

PERMIT TO CONSTRUCT

December 23, 2014

Pursuant to O.S. 27A 2-6-304, the City of Owasso is hereby granted this Tier I Permit to construct 696 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Oxford Glen of Owasso, located in Section 18, T-21-N, R-14-E, Tulsa County, Oklahoma, in accordance with the plans approved December 23, 2014.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000072140939

SEWER LINES

FACILITY No. S-21310

PERMIT TO CONSTRUCT

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000072140939

SEWER LINES

FACILITY No. S-21310

PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

---

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

