

PUBLIC NOTICE OF THE MEETING OF THE
OWASSO CITY COUNCIL

RECEIVED

JUL 15 2016

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Council Chambers, Old Central Building
109 N Birch, Owasso, OK 74055
Regular Meeting
Tuesday, July 19, 2016 - 6:30 pm

City Clerk's Office

1. **Call to Order**
Mayor Lyndell Dunn
2. **Invocation**
Pastor Doug Gregg of Lifepoint Baptist Church
3. **Flag Salute**
4. **Roll Call**
5. **Presentation of Employee of the Quarter**
Warren Lehr
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
 - July 5, 2016, Regular Meeting
 - July 12, 2016, Regular Meeting
 - B. Approve claims
 - C. Approve and authorize the Mayor to execute the following "Agreement for Urban Engineering Services" (Engineers Agreement):
 - Wallace Engineering Structural Consultants, Incorporated, for a 6" public water main extension and fire hydrant for the Bank of Oklahoma project.
7. **Consideration and appropriate action relating to items removed from the Consent Agenda**
8. **Consideration and appropriate action relating to Ordinance 1082, Planned Unit Development PUD-16-03 (OZ-16-06), for Tyann Villa located on E 93 St N, east of Smith Elementary School Bronce Stephenson**

Staff recommends approval of Ordinance 1082, rezoning the subject property from RM (Residential Multi-Family) and RS-3 (Residential Single Family) to RS-3 (PUD) (Residential Single Family with a PUD overlay) District.
9. **Consideration and appropriate action relating to Planned Unit Development PUD-16-04 (OZ-16-05), for Owasso 140 located on the north side of E 76 St N approximately ¾ miles west of N 161 E Ave Bronce Stephenson**

Staff recommends approval of Ordinance 1083, rezoning the subject property from AG (Agricultural) to RS-3 (PUD) (Residential Single Family with a PUD overlay) District.

10. Consideration and appropriate action relating to Specific Use Permit SUP-16-02, for IQ Car Wash located at 8702 N Garnett Rd
Bronce Stephenson

Staff recommends approval of Specific Use Permit 16-02 with the following conditions:

- 8' tall screening fence to provide additional buffering along the northwest boundary of the site, including increased landscaping and
- additional screening around site dumpster.

11. Consideration and appropriate action relating to a budget amendment and award of a bid for the Three Lakes Channel/Ator Heights Stormwater Drainage Improvement Project
Roger Stevens

Staff recommends approval of a budget amendment in the General Fund, increasing the appropriation for expenditures by \$339,649 and increasing both the estimated revenues and the appropriation for expenditures in the Stormwater Fund by \$339,649.

Staff further recommends approval to award a construction contract to Magnum Construction, Incorporated of Broken Arrow, Oklahoma, for a total contract amount of \$339,649 and authorization for the Mayor to execute the contract.

12. Consideration and appropriate action relating to award of a bid for the FY 2015-16 Community Development Block Grant (CDBG) Sidewalk Project
Dwayne Henderson

Staff recommends approval to award a construction contract to Magnum Construction of Broken Arrow, Oklahoma to include the base project, plus Alternate #1 and #2 for a total contract amount of \$84,499 and authorization for the Mayor to execute the contract.

13. Consideration and appropriate action relating to the award of a bid for the 2016 Golf Course Dam Repair Project
Dwayne Henderson

Staff recommends approval to award a construction contract to Lowery Construction Services, Incorporated of Tulsa, Oklahoma to include only the base bid, for a total contract amount of \$87,049 and authorization for the Mayor to execute the contract.

14. Consideration and appropriate action relating to the execution of an engagement letter with the Center for Economic Development Law
Julie Lombardi

Staff recommends authorizing the City Manager to execute an engagement letter with the Center for Economic Development Law to assist in assessing Owasso's potential for the creation of an incentive district for downtown Owasso.

15. Report from City Manager

16. Report from City Attorney

17. Report from City Councilors

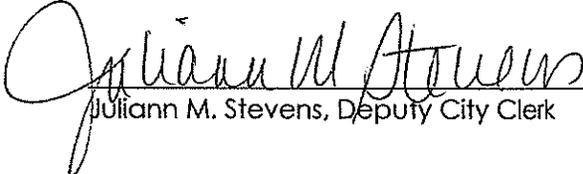
18. Official Notices to Council (documents for acknowledgment or information only, no discussion or action will be taken)

- Payroll Payment Report – Pay Period Ending Date 7/9/16
- Health Care Self-Insurance Claims – dated as of 7/14/16
- Monthly Budget Status Report - June 2016

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

20. Adjournment

Notice of Public Meeting filed in the office of the City Clerk and the Agenda posted at City Hall, 200 S Main (west entrance), Owasso, OK bulletin board at 6:00 pm on Friday, July 15, 2016.


Juliann M. Stevens, Deputy City Clerk

OWASSO CITY COUNCIL

MINUTES OF REGULAR MEETING Tuesday, July 5, 2016

The Owasso City Council met in regular session on Tuesday, July 5, 2016 in the Council Chambers at Old Central, 109 N Birch, Owasso, Oklahoma per the Notice of Public Meeting and Agenda filed in the office of the City Clerk and posted on the City Hall bulletin board at 6:00 pm on Friday, July 1, 2016.

1. Call to Order

Mayor Lyndell Dunn called the meeting to order at 6:29 pm.

2. Invocation

The invocation was offered by Reverend Chuck Horton of First United Methodist Church.

3. Flag Salute

Councilor Bonebrake led the flag salute.

4. Roll Call

Present

Absent

Mayor – Lyndell Dunn

Councilor – Jeri Moberly

Vice-Mayor – Chris Kelley

Councilor – Doug Bonebrake

Councilor – Bill Bush

A quorum was declared present.

Staff:

City Manager - Warren Lehr

City Attorney - Julie Lombardi

5. Presentation of the Character Trait of Responsibility

Wayne Guevara, former City Councilor, presented the Character Trait of Responsibility for the month of July.

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

- June 21, 2016, Regular Meeting

B. Approve claims

Dr. Kelley moved, seconded by Mr. Bonebrake to approve the Consent Agenda with claims totaling \$545,919.96.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

7. Consideration and appropriate action relating to items removed from the Consent Agenda
None

8. Consideration and appropriate action relating to the purchase of two vehicles for the Parks Department

Larry Langford presented the item recommending approval to purchase two 2016 Ford F150 ½-ton, regular cab, two-wheel drive pickups equipped for dedicated CNG fuel, in the amount of \$65,866 from Bill Knight Ford of Tulsa, Oklahoma, according to state bid pricing.

There were no comments from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve the vehicle purchase, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

9. Consideration and appropriate action relating to the purchase of a vehicle for Streets Division

Tim Doyle presented the item recommending approval to purchase one new Dodge, 19,500# regular cab, diesel, four-wheel drive truck with dump bed in the amount of \$62,818 from Bob Howard Chrysler Jeep Dodge of Oklahoma City, Oklahoma per state bid award contract SW60035.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve the vehicle purchase, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

10. Consideration and appropriate action relating to Resolution 2016-10, amending the priority determination of capital improvement projects eligible for funding from the capital improvements fund

Teresa Willson presented the item recommending approval of Resolution 2016-10 providing that the following be included as capital projects eligible for funding from the third penny sales tax:

- Brookfield Crossing Subdivision Stormwater Improvements
- Central Park/Lakeridge Subdivision Stormwater Improvements
- South Sports Park Regional Detention Pond Project
- Elm Creek Tributary 5A and Rayola Park Stormwater Improvements
- E 76 St N and Main St Intersection Improvements
- Garrett Creek/Morrow Place Sewer Assessment Area Sanitary Sewer Improvements

There were no comments from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve Resolution 2016-10, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

11. Consideration and appropriate action relating to a request for an executive session for the purpose of discussing confidential communications between the City Council and the City Attorney concerning the potential real property located at 120 E 2 St, as provided for in Title 25, O.S. Section § 307(B)(3)

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

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

At 6:58 pm, the Council, along with Warren Lehr, Julie Lombardi, and John Feary entered into executive session.

At 7:24 pm, the Council returned to open session.

12. Consideration and appropriate action relating to various board and committee appointments

Mayor Dunn presented the item recommending the following appointments:

ANNEXATION COMMITTEE - one-year term

Lyndell Dunn, City Council

Chris Kelley, City Council

David Vines, Planning Commission

Kevin Lane, At Large

AUDIT COMMITTEE -

Jeri Moberly, City Councilor (Seat 1), one-year term

Jarrod Compton (Seat 5), three-year term

BOARD OF ADJUSTMENT - three-year term

Jim Bausch

Abhijeet Utturkar

CAPITAL IMPROVEMENTS COMMITTEE - one-year term

Bill Bush, City Council

Chris Kelley, City Council

Paul Loving, Planning Commission

Dirk Thomas, OEDA

Jeff Davis, At Large

Shawn Reiss, At Large

Jason Drake, At Large

Rob Haskins, At Large

Jim Hunter, At Large

Casey Goodson, At Large

Sherry Bishop, Assistant City Manager

Warren Lehr, City Manager

Linda Jones, Finance Director

OWASSO ECONOMIC DEVELOPMENT AUTHORITY -

Skip Mefford, five-year term

Gary Akin, Owasso Chamber of Commerce, one-year term

Jeri Moberly, City Council, one-year term

PERSONNEL BOARD -

Rob Wright, three-year term

Jerry Duke, to fill remainder of term that expires 6/30/2017

PLANNING COMMISSION - three-year term

Tim Miller
Dr. Paul Loving

SALES TAX WATCHDOG COMMITTEE – lifetime term

Justin Prince, Building Industry
Cyndi Knoten, News Media
Jeremy Lunsford, Recreation
Scott Reeves, Retail Business
Angela Kennedy, At Large

INCOG ENVIRONMENTAL POLICY COMMITTEE - one-year term

Roger Stevens, Public Works Director

INCOG TRANSPORTATION POLICY COMMITTEE - one-year term

Doug Bonebrake, City Council
Roger Stevens, Public Works Director (Alternate)

INCOG TRANSPORTATION TECHNICAL COMMITTEE - one-year term

Roger Stevens, Public Works Director
Dwayne Henderson (Alternate)

REGIONAL METROPOLITAN UTILITY AUTHORITY - one-year term

Sherry Bishop, Assistant City Manager
Roger Stevens, Public Works Director

There were no comments from the audience. After discussion, Dr. Kelley moved, seconded by Mr. Bush to approve the board and committee appointments, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

13. Report from City Manager

Roger Stevens presented the Monthly Public Works Project Status Report.
Mr. Lehr acknowledged recent city events.

14. Report from City Attorney

None

15. Report from City Councilors

Councilors acknowledged efforts of staff for the Red, White, and Boom event.

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

- Payroll Payment Report – Pay Period Ending Date 6/25/16
- Health Care Self-Insurance Claims – dated as of 6/30/16

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

None

18. Adjournment

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

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried 4-0 and the meeting adjourned at 7:47 pm.

Lyndell Dunn, Mayor

Lisa Wilson, Minute Clerk

OWASSO CITY COUNCIL, OPWA & OPGA

MINUTES OF JOINT REGULAR MEETING

Tuesday, July 12, 2016

The Owasso City Council, Owasso Public Works Authority, and Owasso Public Golf Authority met in a joint regular meeting on Tuesday, July 12, 2016, in the Council Chambers at Old Central, 109 N Birch Street, Owasso, Oklahoma per the Notice of Public Meeting and the Agenda filed in the office of the City Clerk and posted on the City Hall bulletin board at 6:00 pm on Friday, July 8, 2016.

1. Call to Order

Vice Mayor/Vice Chair Chris Kelley called the meeting to order at 6:00 pm.

Present

Vice-Mayor/Vice-Chair – Chris Kelley
Councilor/Trustee – Doug Bonebrake
Councilor/Trustee – Bill Bush
Councilor/Trustee – Jeri Moberly
A quorum was declared present.

Absent

Mayor/Chair – Lyndell Dunn

2. Discussion relating to Community Development items

- A. Planned Unit Development – PUD-16-03 (OZ-16-06), Tyann Villa (immediately east of Smith Elementary School)
- B. Planned Unit Development – PUD-16-04, Owasso 140 (north side of E 76 St N approximately ¼ mile west of N 161 E Ave)
- C. Specific Use Permit – SUP-16-02, IQ Car Wash (8702 N Garnett Rd)
- D. Zoning Code and Land Use Updates

Bronce Stephenson presented each item and discussion was held. It was explained that items 2A, 2B, and 2C would be on the July 19, 2016 Council agenda for consideration and action.

3. Discussion relating to Public Works items

Roger Stevens

- A. Bid Award – CDBG Sidewalk Project
- B. Bid Award – Bailey Golf Course Dam Repair Project
- C. FY 2016 Street Rehabilitation Project Update

Dwayne Henderson presented each item and discussion was held. It was explained that items 3A and 3B would be on the July 19, 2016 Council agenda for consideration and action.

4. Discussion relating to proposed utility rate increases

Linda Jones presented the item and discussion was held. Roger Stevens discussed increased operation costs. It was explained that the proposed Ordinance and Resolutions would be presented to the Council/OPWA in August for consideration and action.

5. Discussion relating to Council Orientation and Review

Julie Lombardi presented the item and discussion was held.

6. Discussion relating to City Manager items

- Center for Economic Development Law (CEDL) contract
- Mission, Vision, Values
- Monthly sales tax report
- City Manager report

Warren Lehr and Julie Lombardi presented a proposed contract for legal services and discussion was held. It was explained that an item would be presented to Council during the July 19, 2016 meeting for consideration and action. Mr. Lehr presented a tri-fold brochure detailing the City's management and work philosophy and discussion was held. Linda Jones

provided the monthly sales tax report and discussion was held. Under the City Manager Report, Mr. Lehr announced that the city hall location at 200 S Main is open for business; and that the Keep Owasso Clean program had a successful event on Saturday, July 9.

7. City Council/Trustee comments and inquiries

None

8. Adjournment

The meeting adjourned at 9:15 pm.

Chris Kelley, Vice Mayor/ ViceChair

Juliann M. Stevens, Minute Clerk

Claims List

7/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
GENERAL	AEP/PSO	STREET LIGHTS	7.05
TOTAL GENERAL			7.05
MUNICIPAL COURT	JPMORGAN CHASE BANK	AMAZON-HARD DRIVE	90.99
	JPMORGAN CHASE BANK	DELL-LAPTOP	1,247.87
	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	133.35
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	94.49
	JPMORGAN CHASE BANK	AMAZON-BOOKS	15.29
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	7.04
	LAW ENFORCEMENT SYSTEMS	CITATION BOOKS	1,115.00
TOTAL MUNICIPAL COURT			2,704.03
MANAGERIAL	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	311.15
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	9.19
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	7.49
	JPMORGAN CHASE BANK	CMAO-CONFERENCE/LEHR	175.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	74.85
	JPMORGAN CHASE BANK	COUNCIL MEETING EXPENSE	100.00
	JPMORGAN CHASE BANK	EMPLOYEE APPRECIATION	55.01
	JPMORGAN CHASE BANK	MEETING EXPENSE	51.51
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	27.04
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	102.83
TOTAL MANAGERIAL			914.07
FINANCE	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	84.00
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	22.78
	JPMORGAN CHASE BANK	INTERSTATE-SUPPLIES	12.10
	JPMORGAN CHASE BANK	AMAZON-COMPUTER MOUSE	34.49
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	2.99
	JPMORGAN CHASE BANK	USPS-SHIPPING	12.92
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	67.82
	JPMORGAN CHASE BANK	DELL-MONITORS	444.57
	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	311.15
TOTAL FINANCE			992.82
HUMAN RESOURCES	DRAKE SYSTEMS INC	COPIER	1,178.00
	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	44.45
	TULSA EMERGENCY MEDICAL CENTER	PRE-EMPLOY DRUG SCREENING	69.00
	TULSA EMERGENCY MEDICAL CENTER	PRE-EMPLOY DRUG SCREENING	25.00
	AMERICANCHECKED, INC ATTN: BILLING	PRE-EMPLOYMENT BACKGROUND	172.50
	JPMORGAN CHASE BANK	CHARACER BULLETINS	648.00
	JPMORGAN CHASE BANK	MEETING EXPENSE	32.65

Claims List

7/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL HUMAN RESOURCES			2,169.60
GENERAL GOVERNMENT	DAVID L. WEATHERFORD	LEGAL FEES	288.00
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	242.01
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	115.96
	AT&T	LONG DISTANCE PHONE BILL	29.72
	JPMORGAN CHASE BANK	TWO MEN & A TRUCK-BOXES	173.63
	MICHAEL T. HUFF	INVESTIGATIVE SVCS	1,489.27
	CINTAS CORPORATION	CARPET CLEANING SERVICES	71.22
	RICOH USA, INC	RICOH COPIER- DOWNSTAIRS	209.46
	NEWTON, O'CONNOR, TURNER & KETCHUM	CITY ATTY CONTRACT	382.50
	NEWTON, O'CONNOR, TURNER & KETCHUM	MIKE DENTON	2,175.00
	NEWTON, O'CONNOR, TURNER & KETCHUM	CODY MATHEWS	127.50
	NEWTON, O'CONNOR, TURNER & KETCHUM	EEOC	76.50
	AT&T	CONSOLIDATED PHONE BILL	578.30
	TOTAL GENERAL GOVERNMENT		
COMMUNITY DEVELOPMENT	VERIZON WIRELESS	WIRELESS CONNECTION	155.56
	JPMORGAN CHASE BANK	FASTSIGNS-SIGNS	350.00
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	415.58
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	365.98
	CITY GARAGE	GARAGE PARTS/JUNE2016	458.42
	M. B. BICKERSTAFF	CODE ENFORCEMENT MOWING	150.00
	M. B. BICKERSTAFF	CODE ENFORCEMENT MOWING	150.00
	OWASSO LAWN CARE	CODE ENFORCEMENT MOWING	1,300.00
	KENNETH LIVINGSTON	CODE ENFORCEMENT MOWING	400.00
	FELKINS ENTERPRISES, LLC	BUSINESS CARDS	260.00
	JPMORGAN CHASE BANK	FASTSIGNS-TRUCK GRAPHICS	107.51
	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	355.60
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	679.79
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	101.09
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	25.98
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	11.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	41.98
	JPMORGAN CHASE BANK	INTERSTATE-SUPPLIES	24.40
TOTAL COMMUNITY DEVELOPMENT			5,353.88
ENGINEERING	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	74.10
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	214.89
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	443.83
	CITY GARAGE	GARAGE PARTS/JUNE2016	17.42
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	280.00
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	72.65

Claims List

7/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
ENGINEERING...	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	289.90
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	15.01
	UNITED STATES CELLULAR CORPORATION	PW CELL PHONES	56.58
TOTAL ENGINEERING			1,494.03
INFORMATION TECHNOLOGY	JPMORGAN CHASE BANK	AMAZON-DOCK/KEYBOARD	164.21
	JPMORGAN CHASE BANK	AMAZON-TABLET PC	1,182.30
	JPMORGAN CHASE BANK	AMAZON-KEYBOARD	113.89
	VERIZON WIRELESS	WIRELESS CONNECTION	149.68
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	48.80
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	24.27
	JPMORGAN CHASE BANK	NOBEL SYS-GIS APP UPGRADE	6,000.00
	DEAN WEST CONSTRUCTION	CABINET MATERIALS	590.00
	JPMORGAN CHASE BANK	AMAZON-NETWORK SWITCHES	487.98
	JPMORGAN CHASE BANK	AMAZON-HARD DRIVES	825.00
	JPMORGAN CHASE BANK	AMAZON-SURGE PROTECTOR	158.33
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	74.16
	CITY GARAGE	GARAGE PARTS/JUNE2016	3.43
	JPMORGAN CHASE BANK	GRAYBAR-REFUND	-75.87
	JPMORGAN CHASE BANK	GRAYBAR-REFUND	-60.08
	JPMORGAN CHASE BANK	AMAZON-VERIDESKS	1,880.00
	JPMORGAN CHASE BANK	GRAYBAR-SERVER EQUIPMENT	598.57
	JPMORGAN CHASE BANK	GRAYBAR-SERVER EQUIPMENT	746.80
	JPMORGAN CHASE BANK	NEWEGG-BATTERY BACKUP	389.98
	JPMORGAN CHASE BANK	NEWEGG-BATTERY BACKUP	996.99
	JPMORGAN CHASE BANK	NEWEGG-BATTERY BACKUP	228.24
	JPMORGAN CHASE BANK	CDW GOVT-SENSORS	398.15
	JPMORGAN CHASE BANK	DEEP SURPLUS-CABLES	1,188.94
	JPMORGAN CHASE BANK	AMAZON-POWER DISTRB FIBER	225.30
	JPMORGAN CHASE BANK	AMAZON-POWER DISTRB FIBER	28.15
	JPMORGAN CHASE BANK	AMAZON-POWER DISTRB FIBER	30.00
	JPMORGAN CHASE BANK	AMAZON-POWER DISTRB FIBER	500.20
	JPMORGAN CHASE BANK	AMAZON-POWER DISTRB FIBER	73.51
	JPMORGAN CHASE BANK	AMAZON-POWER DISTRB FIBER	19.99
	JPMORGAN CHASE BANK	AMAZON-POWER DISTRB FIBER	27.35
	JPMORGAN CHASE BANK	AMAZON-HARD DRIVES	330.00
	JPMORGAN CHASE BANK	AMAZON-WIFI DEVICE	612.99
	JPMORGAN CHASE BANK	AMAZON-WIFI DEVICE	130.64
	JPMORGAN CHASE BANK	AMAZON-WIFI DEVICE	79.37
JPMORGAN CHASE BANK	HOSTICA-DOMAIN RENEWAL	12.95	
JPMORGAN CHASE BANK	HOSTICA-DOMAIN RENEWAL	12.95	
JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	133.35	
JPMORGAN CHASE BANK	SURVEYMONKEY-RENEWAL FEE	299.00	

Claims List

7/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
INFORMATION TECHNOLOGY	ICON ENTERPRISES, INC	CITY WEBSITE HOSTING	7,000.00
TOTAL INFORMATION TECHNOLOGY			25,629.52
SUPPORT SERVICES	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	15.70
	CITY GARAGE	GARAGE PARTS/JUNE2016	179.41
	CASECO TRUCK BODY & EQUIPMENT SALES	LIFT GATE	2,888.00
	PAUL HARRISON HEAT & AIR, INC	REPAIRS	75.00
	JPMORGAN CHASE BANK	SCHINDLER-ANNUAL TEST	559.11
	JPMORGAN CHASE BANK	MURPHY-SUPPLIES	233.72
	OKLAHOMA DEPARTMENT OF LABOR	ELEVATOR INSPECTION FEE	100.00
	OKLAHOMA DEPT OF CORRECTIONS TULSA	DOC WORKER PROGRAM-JUN	870.00
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH-JUNE 2016	24.62
	JPMORGAN CHASE BANK	LOWES-SPRINKLERS	33.96
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	881.50
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	379.72
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	13.60
	JPMORGAN CHASE BANK	FASTSIGNS-SIGN	17.95
	JPMORGAN CHASE BANK	ASSOC PARTS-CONTACT RTU	14.98
	JPMORGAN CHASE BANK	OREILLY-SEAT COVERS	29.99
	JPMORGAN CHASE BANK	HEATWAVE-IGNITOR	65.07
	JPMORGAN CHASE BANK	JOHNSTONE-COND FAN MOTOR	55.29
	JPMORGAN CHASE BANK	JOHNSTONE-VIBRATION PADS	4.30
	AT&T	LONG DISTANCE PHONE BILL	0.16
	JPMORGAN CHASE BANK	STD SPLY-PRIMER BULB	1.62
	JPMORGAN CHASE BANK	UNIQUE STITCHES-BANNER	40.00
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	AT&T	CONSOLIDATED PHONE BILL	20.67
TOTAL SUPPORT SERVICES			6,534.02
CEMETERY	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	7.41
	JPMORGAN CHASE BANK	LOWES-CONCRETE	42.92
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	78.89
	JPMORGAN CHASE BANK	WINFIELD-CHEMICALS	4,700.00
	JPMORGAN CHASE BANK	WINFIELD-FERTILIZER	903.00
	VERDIGRIS VALLEY ELECTRIC COOP	CEMETERY ELECTRIC	34.15
TOTAL CEMETERY			5,766.37
POLICE COMMUNICATIONS	JPMORGAN CHASE BANK	FACTORYOUTLET-BATTERIES	41.30
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	42.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	67.30
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	5.74
	JPMORGAN CHASE BANK	CABLE WHOLESALE-SUPPLIES	28.79
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	30.44

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
POLICE COMMUNICATIONS...	JPMORGAN CHASE BANK	APCO-TRAINING	439.00
	JPMORGAN CHASE BANK	INS-DISPATCH KVM SYSTEM	3,237.45
	AT&T	CONSOLIDATED PHONE BILL	639.63
TOTAL POLICE COMMUNICATIONS			4,531.65
ANIMAL CONTROL	AT&T	CONSOLIDATED PHONE BILL	25.23
	VERIZON WIRELESS	WIRELESS CONNECTION	80.02
	JPMORGAN CHASE BANK	SERENITY PET-CREMATIONS	255.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	149.73
	JPMORGAN CHASE BANK	SOUTHERN AG-SUPPLIES	10.06
	JPMORGAN CHASE BANK	SOUTHERN AG-SUPPLIES	39.99
	JPMORGAN CHASE BANK	SPAY OK-STERILIZATION SVC	30.00
	JPMORGAN CHASE BANK	ANIMAL CARE-SUPPLIES	264.55
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	67.94
	AT&T	LONG DISTANCE PHONE BILL	0.34
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	139.54
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	279.75
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH-JUNE 2016	27.53
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	76.05
	JPMORGAN CHASE BANK	LA POLICE GEAR-UNIFORM	126.92
	JPMORGAN CHASE BANK	LA POLICE GEAR-UNIFORM	153.96
	JPMORGAN CHASE BANK	ATWOODS-SUPPLIES	126.96
TOTAL ANIMAL CONTROL			1,853.57
EMERGENCY PREPAREDNESS	VERDIGRIS VALLEY ELECTRIC COOP	STORM SIREN ELECTRIC	31.64
	VERDIGRIS VALLEY ELECTRIC COOP	STORM SIREN ELECTRIC	27.10
	VERDIGRIS VALLEY ELECTRIC COOP	STORM SIREN ELECTRIC	30.68
	AT&T	LONG DISTANCE PHONE BILL	0.02
	JPMORGAN CHASE BANK	INTERSTATE-SIREN BATTERIE	1,596.00
	JPMORGAN CHASE BANK	SAMSCLUB-EOC TV	577.76
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	AT&T	CONSOLIDATED PHONE BILL	14.29
TOTAL EMERGENCY PREPAREDNESS			2,307.14
STORMWATER	VERIZON WIRELESS	WIRELESS CONNECTION	149.68
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	15.76
	SPIRIT LANDSCAPE MANAGEMENT LLC	MONTHLY LANDSCAPE MAINTEN	410.00
	SPIRIT LANDSCAPE MANAGEMENT LLC	MONTHLY LANDSCAPE MAINTEN	216.25
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	2,109.25
	CITY GARAGE	GARAGE PARTS/JUNE2016	218.77
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	571.52
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH-JUNE 2016	316.21
	JPMORGAN CHASE BANK	PMSI-SAFETY HATS	71.40

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
STORMWATER...	JPMORGAN CHASE BANK	QUALITY TIRE-TIRE	149.50
	JPMORGAN CHASE BANK	TRANSCO SUPPLY-PPE	12.50
	JPMORGAN CHASE BANK	WINFIELD-CHEMICALS	462.40
	JPMORGAN CHASE BANK	ATWOOD-TRASH BAGS	14.99
	JPMORGAN CHASE BANK	INTERSTATE-BATTERY	22.70
	JPMORGAN CHASE BANK	P & K EQUIP-TRIMMER LINE	62.95
	TOTAL STORMWATER		
PARKS	OLEN MASINGALE	ELM CK & CENTENNIAL MOWIN	2,580.00
	FREDRICK COSTIN JR	VETERANS PARK MOWING	165.00
	FREDRICK COSTIN JR	ATOR PARK MOWING	180.00
	FREDRICK COSTIN JR	RAYOLA PARK MOWING	516.00
	FREDRICK COSTIN JR	SKATE PARK MOWING	180.00
	JPMORGAN CHASE BANK	LOWES-LOCKS	26.56
	JPMORGAN CHASE BANK	OFFICE DEPOT-PHONE	84.99
	JPMORGAN CHASE BANK	CORNERSTONE-CLEANER	11.99
	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	35.98
	PROTECTION ONE ALARM MONITORING INC	ALARM SERVICE -SPORTS PK	34.99
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH-JUNE 2016	67.43
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	533.91
	CITY GARAGE	GARAGE PARTS/JUNE2016	18.23
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	1,052.25
	AT&T	LONG DISTANCE PHONE BILL	0.46
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	JPMORGAN CHASE BANK	ATWOODS-BUG SPRAY	7.75
	JPMORGAN CHASE BANK	ATWOODS-SUPPLIES	4.38
	AT&T	CONSOLIDATED PHONE BILL	32.83
	TOTAL PARKS		
CULTURE AND RECREATION	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	133.35
TOTAL CULTURE AND RECREATION			133.35
COMMUNITY CENTER	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	109.58
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	327.66
	JPMORGAN CHASE BANK	AMAZON-CLOROX WIPES	113.98
	AT&T	LONG DISTANCE PHONE BILL	0.90
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	30.59
	JPMORGAN CHASE BANK	TUCKER JANT'L-SUPPLIES	111.80
	DALE & LEES SERVICE, INC	A/C BLOWER BELT	79.89
	AT&T	CONSOLIDATED PHONE BILL	39.52
TOTAL COMMUNITY CENTER			813.92
HISTORICAL MUSEUM	AT&T	CONSOLIDATED PHONE BILL	14.29

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
HISTORICAL MUSEUM...	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	36.46
TOTAL HISTORICAL MUSEUM			50.75
ECONOMIC DEV	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	44.45
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	69.25
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
TOTAL ECONOMIC DEV			143.35
FUND GRAND TOTAL			77,724.47
AMBULANCE SERVICE	DORIS BARNES	AMBULANCE REFUND	1,115.00
TOTAL AMBULANCE SERVICE			1,115.00
AMBULANCE	JPMORGAN CHASE BANK	S ANESTHESIA-SUPPLIES	705.67
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	275.84
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	1,352.69
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	45.28
	JPMORGAN CHASE BANK	HVAC BRAIN-MOBILE SYSTEM	3,081.24
	VERIZON WIRELESS	WIRELESS CONNECTION	238.63
	CLIA LABORATORY PROGRAM	CERTIFICATION FEES	150.00
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	766.58
	CITY GARAGE	GARAGE PARTS/JUNE2016	375.33
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	2,011.90
	JPMORGAN CHASE BANK	KEN KOOL-HVAC REPAIR	1,457.95
	JPMORGAN CHASE BANK	INS-MODEMS	3,780.20
	JPMORGAN CHASE BANK	ZOLL MED-REPAIR EQUIP	2,622.26
	JPMORGAN CHASE BANK	FULLERTON-SUPPLIES	43.50
	JPMORGAN CHASE BANK	S ANESTHESIA-SUPPLIES	179.70
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	23.39
	JPMORGAN CHASE BANK	INDUSTRIAL TRUCK-PARTS	6,856.80
	JPMORGAN CHASE BANK	S ANESTHESIA-SUPPLIES	25.16
	JPMORGAN CHASE BANK	KNOX CO-MEDICATION VAULTS	3,102.00
TOTAL AMBULANCE			27,094.12
FUND GRAND TOTAL			28,209.12
E911 COMMUNICATIONS	JPMORGAN CHASE BANK	TOTAL RADIO-MAINT CONTRAC	410.00
TOTAL E911 COMMUNICATIONS			410.00
FUND GRAND TOTAL			410.00
STRONG NEIGHBORHOODS	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	33.60

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
STRONG NEIGHBORHOODS..	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	75.83
	JPMORGAN CHASE BANK	HOBBY LOBBY-SUPPLIES	10.48
	JPMORGAN CHASE BANK	AMAZON-BATTERY BACKUPS	44.45
TOTAL STRONG NEIGHBORHOODS			164.36
FUND GRAND TOTAL			164.36
STORMWATER - STORMWATER	PRECISION LAWN CARE OF TULSA, LLC	MOWING/LITTER CONTROL	7,547.30
	JPMORGAN CHASE BANK	RED RIVER SPEC-CHEMICALS	3,250.00
	VERIZON WIRELESS	WIRELESS CONNECTION	40.01
	MESHEK & ASSOCIATES, P.L.C.	ENGINEERING SERVICES	2,574.10
TOTAL STORMWATER - STORMWATER			13,411.41
LAKERIDGE/CNTRL DRAIN IMP	MESHEK & ASSOCIATES, P.L.C.	ENGINEERING SERVICES	2,786.60
TOTAL LAKERIDGE/CNTRL DRAIN IMP			2,786.60
SPORTS PRK DETENTION POND	MESHEK & ASSOCIATES, P.L.C.	ENGINEERING SERVICES	1,869.00
TOTAL SPORTS PRK DETENTION POND			1,869.00
FUND GRAND TOTAL			18,067.01
RAYOLA SPLASH PAD EXPANSION	PDG, INC.	RAYOLA SPLASH PAD EXPANSION	2,200.00
TOTAL RAYOLA SPLASH PAD EXPANSION			2,200.00
FESTIVAL MKT LAND/STRUCTURE	GH2 ARCHITECTS LLC	VISION 2025 FESTIVAL MARK	1,650.00
TOTAL FESTIVAL MKT LAND/STRUCTURE			1,650.00
FUND GRAND TOTAL			3,850.00
SALES TAX FUND-FIRE	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	464.29
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	26.68
	JPMORGAN CHASE BANK	OREILLY-PARTS	23.67
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	4.78
	JPMORGAN CHASE BANK	CONRAD FIRE-REPAIR	482.12
	JPMORGAN CHASE BANK	OWASSO FENCE-SIGN POST	25.54
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	16.98
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.41
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.41
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	8.67
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	2.65
	JPMORGAN CHASE BANK	LODGING EXPENSE	175.14

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE...	JPMORGAN CHASE BANK	LOWES-SUPPLIES	151.98
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	36.94
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	41.61
	JPMORGAN CHASE BANK	FLEET FEET-PPE	120.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	59.30
	JPMORGAN CHASE BANK	CUMMINS SO-REPAIRS	1,089.86
	JPMORGAN CHASE BANK	LODGING EXPENSE	175.14
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH-JUNE 2016	38.69
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	1,725.91
	CITY GARAGE	GARAGE PARTS/JUNE2016	270.90
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	1,706.65
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	23.98
	JPMORGAN CHASE BANK	CONRAD FIRE-PARTS	191.97
	JPMORGAN CHASE BANK	CONRAD FIRE-PARTS	40.76
	JPMORGAN CHASE BANK	CONRAD FIRE-SWITCHES	176.50
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	25.98
	JPMORGAN CHASE BANK	INMAR MARINE-SUPPLIES	115.95
	AT&T	LONG DISTANCE PHONE BILL	5.28
	JPMORGAN CHASE BANK	DELL-LAPTOP	2,202.08
	VERIZON WIRELESS	WIRELESS CONNECTION	708.39
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.09
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.09
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.54
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.58
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.58
	JPMORGAN CHASE BANK	EMEDCO-SIGN	112.34
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	20.97
	OK FIRE CHIEFS ASSOCIATION	MEMBERSHIP DUES AND FEES	288.00
	BAILEY EDUCATION FOUNDATION	TRAINING EXPENSE	300.00
	KIRK GANTZ	BUILDING REPAIR	1,496.00
	GREEN COUNTRY MARBLE	BUILDING REPAIR	3,199.00
	AT&T	CONSOLIDATED PHONE BILL	182.95
TOTAL SALES TAX FUND-FIRE			15,818.35
FUND GRAND TOTAL			15,818.35
SALES TAX FUND-POLICE	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	6,598.50
	TULSA COUNTY BOCC	SIGNS	380.60
	OWASSO FOP LODGE #149 POLICE DEPT	LEGAL DEFINSE FY17	185.50
	CITY GARAGE	CITY GARAGE PARTS-JUN'16	2,082.51
	COLOSSUS, INC.	ANNUAL MAINTENANCE	499.32
	REGIONAL ORGANIZED CRIME	ANNUAL SERVICE FEE	300.00
	AGEAN	TRAINING/RAU	295.00

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-POLICE...	VERIZON WIRELESS	WIRELESS CONNECTION	727.68
	AT&T	CONSOLIDATED PHONE BILL	570.63
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	11,537.00
	AT&T	LONG DISTANCE PHONE BILL	29.65
	JPMORGAN CHASE BANK	FAMILY ANIMAL-K9 MEDICAL	29.70
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	121.98
	JPMORGAN CHASE BANK	LAW ENFORCE-SUPPLIES	403.71
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	3.12
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	23.34
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	37.90
	JPMORGAN CHASE BANK	LODGING EXPENSE	525.00
	JPMORGAN CHASE BANK	LODGING EXPENSE	70.00
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	78.29
	CITY GARAGE	GARAGE PARTS/JUNE2016	2,210.44
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH-JUNE 2016	4.81
	JPMORGAN CHASE BANK	SAFARILAND-SUPPLIES	320.50
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM	434.99
	JPMORGAN CHASE BANK	ELITE K9-SUPPLIES	84.34
	JPMORGAN CHASE BANK	ULINE-SUPPLIES	165.27
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	269.95
	JPMORGAN CHASE BANK	TRAINING EXPENSE-SMITH	595.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	94.55
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	79.60
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	76.07
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	1,469.60
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	68.59
	JPMORGAN CHASE BANK	PETS MART-K9 SUPPLIES	140.34
	JPMORGAN CHASE BANK	FUEL EXPENSE	32.67
	JPMORGAN CHASE BANK	FLEET DISTR-VEHICLE EQUIP	6,884.13
	JPMORGAN CHASE BANK	FLEET DISTR-VEHICLE EQUIP	13,768.26
TOTAL SALES TAX FUND-POLICE			51,198.54
FUND GRAND TOTAL			51,198.54
SALES TAX FUND-STREETS	VERDIGRIS VALLEY ELECTRIC COOP	SECURITY LIGHT	7.10
	VERDIGRIS VALLEY ELECTRIC COOP	CHAMPIONS STREET LIGHTING	37.45
	AMERICAN ELECTRIC POWER	MAIN STREET LIGHTING	1,000.00
	AMERICAN ELECTRIC POWER	SILVER CREEK LIGHTING	513.00
	JPMORGAN CHASE BANK	TRANSCO SUPPLY-PPE	12.50
	JPMORGAN CHASE BANK	LOWES-CONCRETE	206.75
	JPMORGAN CHASE BANK	TRAF SAFETY-RED FLASH LGT	120.14
	JPMORGAN CHASE BANK	BROWNS-TOOLS	162.14
	JPMORGAN CHASE BANK	LOWES-FIRE EXTINGUISHER	19.97
	JPMORGAN CHASE BANK	LOWES-TOOLS	304.45

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount	
SALES TAX FUND-STREETS...	JPMORGAN CHASE BANK	HOME DEPOT-FORM SUPPLIES	6.97	
	JPMORGAN CHASE BANK	ATWOODS-CASTERS	9.96	
	JPMORGAN CHASE BANK	LOWES-MATERIALS	14.64	
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH-JUNE 2016	322.90	
	JPMORGAN CHASE BANK	LOWES-PVC CAPS/RAGS	25.22	
	JPMORGAN CHASE BANK	FASTENAL-TOOLS	417.94	
	JPMORGAN CHASE BANK	VANCE BROTHERS-TACK	28.35	
	JPMORGAN CHASE BANK	LOWES-RETURN	-14.24	
	JPMORGAN CHASE BANK	LOWES-REFUND	-65.00	
	CITY GARAGE	GARAGE PARTS/JUNE2016	325.89	
	CITY GARAGE	LABOR/OVERHEAD - JULY, 20	2,672.50	
	FLEETCOR TECHNOLOGIES	FUELMAN EXP-JUNE 2016	735.26	
	JPMORGAN CHASE BANK	HD SUPPLY-FAB MATERIAL	4.65	
	JPMORGAN CHASE BANK	LOWES-MATERIALS	52.21	
	JPMORGAN CHASE BANK	LOWES-TOOL	2.98	
	TWIN CITIES READY MIX, INC	CONCRETE	175.50	
	TWIN CITIES READY MIX, INC	CONCRETE	246.00	
	TWIN CITIES READY MIX, INC	CONCRETE	970.00	
	TWIN CITIES READY MIX, INC	CONCRETE	1,230.00	
	APAC-OKLAHOMA, INC.	ASPHALT	41.73	
	APAC-OKLAHOMA, INC.	ASPHALT	81.12	
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	55.74	
	ROADSAFE TRAFFIC SYSTEMS, INC	TRAFFIC CONES/BARRICADES	4,000.00	
	TWIN CITIES READY MIX, INC	76 ST N ENTRANCE PROJECT	174.00	
	TWIN CITIES READY MIX, INC	CONCRETE	348.00	
	VERIZON WIRELESS	WIRELESS CONNECTION	80.02	
	AEP/PSO	STREET LIGHTS	5,740.24	
	TOTAL SALES TAX FUND-STREETS			20,066.08
	FUND GRAND TOTAL			20,066.08
	CI - FBO BUILDING	BKL INCORPORATED	ARCHITECTURAL/ENGINEERING	2,000.00
NABHOLZ CONSTRUCTION CORPORATION		NEW CITY HALL RENOVATION	90,294.07	
JPMORGAN CHASE BANK		AD ALARM-VID SURVEILLANCE	12,481.80	
JPMORGAN CHASE BANK		SCHINDLER-DOOR INSTAL	2,718.00	
JPMORGAN CHASE BANK		SCHINDLER-SERVICE	1,870.00	
TOTAL CI - FBO BUILDING			109,363.87	
CI - GARN WID 96TH-106TH	INTEGRA REALTY RESOURCES, LLC	APPRAISAL - ROW ACQUISITI	2,750.00	
TOTAL CI - GARN WID 96TH-106TH			2,750.00	
STREET REHAB FY16	KEYSTONE SERVICES, INC	FY 15-16 STREET REHAB	50,646.60	

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL STREET REHAB FY16			50,646.60
FUND GRAND TOTAL			162,760.47
CITY GARAGE	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	98.97
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	7.55
	AT&T	LONG DISTANCE PHONE BILL	6.34
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	28.99
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	77.00
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	48.96
	JPMORGAN CHASE BANK	B&M WAREHOUSE-PARTS	646.80
	JPMORGAN CHASE BANK	TULSA GAS-CNG FILTERS	153.00
	JPMORGAN CHASE BANK	SAV ON-VEHICLE DECALS	30.00
	JPMORGAN CHASE BANK	HESELBEIN-LIBERTY TIRES	442.48
	JPMORGAN CHASE BANK	GOODYEAR-FRONT TIRES	1,957.95
	JPMORGAN CHASE BANK	CLASSIC CHEVY-REPAIR	89.99
	JPMORGAN CHASE BANK	MW SALVAGE-AXLE ASSEMBLY	325.00
	JPMORGAN CHASE BANK	LENOX WRECKER-TOWING	250.00
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	27.49
	JPMORGAN CHASE BANK	BUMP2BUMP-CORE RETURN	-75.00
	AT&T	CONSOLIDATED PHONE BILL	25.23
TOTAL CITY GARAGE			4,140.75
FUND GRAND TOTAL			4,140.75
WORKERS' COMP SELF-INS	OK TAX COMMISSION SPECIAL TAX UNIT	MULTIPLE INJURY TRUST	13,347.70
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	6,761.54
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	625.50
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	2,039.34
	UNITED SAFETY & CLAIMS INC	UNITED SAFETY CLAIMS	1,658.33
TOTAL WORKERS' COMP SELF-INS			24,432.41
FUND GRAND TOTAL			24,432.41
CITY GRAND TOTAL			\$406,841.56



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Daniel Dearing
Sr. Civil Engineer

SUBJECT: Acceptance of Urban Engineering Agreement

DATE: July 15, 2016

BACKGROUND:

On May 17, 2005, the *Engineering Design Criteria, Construction Standards and Standard Details* for any and all developments, projects, and infrastructure improvements within the City of Owasso were adopted by the City Council. Documents required as a result of that adoption include two different agreements, one which must be submitted by the developer and one which must be submitted by the developer's engineer. The agreements are as follows:

ENGINEER AGREEMENT:

The agreement required to be submitted by the developer's engineer is titled "Agreement for Urban Engineering Services" (Section 0114.1(B)). This agreement requires the engineer to list all improvements associated with the proposed development, attest that all designs will be in compliance with City standards (outlined in the design criteria), pay all fees associated with the plan review, attest that he/she is a Registered Professional Engineer in the State of Oklahoma, and attest that he/she maintains Professional Liability Insurance in limits directly correlated to the cost of the project specified in the attached agreement. The liability insurance to project cost ratio schedule is as follows:

<u>Project Cost</u>	<u>Professional Liability Insurance</u>
Less than \$500,000	\$ 250,000
\$500,000 - \$1,000,000	\$ 500,000
Greater than \$1,000,000	\$1,000,000

DEVELOPER AGREEMENT:

The agreement required to be submitted by the developer is titled "Agreement Guaranteeing Installation of Improvements" (Section 0114.1(C)). This agreement requires the developer to submit engineering drawings for the proposed improvements, provide oversight of his/her construction contractor to assure compliance with the approved plans, and submit "as-built" drawings upon completion of the construction of improvements.

The Mayor's signature is required on the "Agreement for Urban Engineering Services" (Engineer Agreement), and therefore Council approval is needed.

RECOMMENDATION:

Staff recommends approval and authorization for the Mayor to execute the following "Agreement for Urban Engineering Services" (Engineers Agreement):

- Wallace Engineering Structural Consultants, Inc., for 6" public water main extension and fire hydrant for the Bank of Oklahoma Project.

ATTACHMENT:

"Agreement for Urban Engineering Services" – Wallace Engineering Structural Consultants, Inc., for 6" public water main extension and fire hydrant for the Bank of Oklahoma Project.

AGREEMENT FOR URBAN ENGINEERING SERVICES

THIS AGREEMENT, entered into by and between the CITY OF OWASSO,

OKLAHOMA, a municipal corporation, hereinafter called "City" and

Wallace Engineering Structural Consultants, Inc. hereinafter called "Design Engineer".

WITNESSETH:

WHEREAS, the Design Engineer has been employed by the Owner/Developer/Subdivider of the herein described real property to prepare all project plans and specifications and to provide certain engineering services during the construction of the hereinafter sometimes referred to as the "Project", upon easements and rights-of-ways to be owned or controlled by the City; and

WHEREAS, the Design Engineer is desirous of obtaining the review (and approval) of the plans and specifications for said project by the City of Owasso Public Works Department; and

WHEREAS, the City is willing to review the plans and specifications prepared by the Design Engineer under the hereinafter described terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the hereinafter set forth promises and covenants, the parties hereto mutually agree as follows, to-wit;

1. The Improvements to be designed by the Design Engineer (pursuant to this Contract)

shall generally consist of the following types of improvements

6" Water main extension and fire hydrant

which shall be located on the following described tract of land:

A PART OF LOT ONE (1), BLOCK ONE (1) OF THE
FINAL PLAT OF ROC OWASSO ADDITION RECORDED AS
PLAT NO. 5282 AN ADDITION TO THE CITY OF
OWASSO, TULSA COUNTY, OKLAHOMA (See attachment)
(BANK OF OKLAHOMA)

2. The Design Engineer shall, in conformity with the provisions of the City's Standard Specifications for Urban Engineering Services, including the City's current Design Criteria, which are hereby incorporated and made a part of this Contract by reference, prepare project plans, specifications, and other engineering documents as may be necessary for the proper construction of the project improvement, and shall perform all construction layout surveys, and staking and periodic general construction ~~supervision~~ observation on the project improvements as they are constructed by the Owner and his Contractor.
3. The City shall review (and approve) the project plans, specifications, and other engineering documents for the construction of the project improvements prepared and submitted to the City by the Design Engineer.
4. The Design Engineer shall compensate the City for reviewing (and approving) plans and specifications for the project at the rate of One Hundred Dollars (\$100.00) for each plan sheet submitted (other than plan sheet Standard Drawings of the City of Owasso or of the Oklahoma Department of Transportation), except that the minimum charge for each project shall be One Hundred-fifty Dollars (\$150.00). Payment shall be due and payable upon presentation of the plans and specifications for the project for review by the City. PFPI plan review and permit fees are waived for governmental entities. No fees shall be collected by the City of Owasso on any public work or improvement

performed by or for any city, county, state, or federal governmental entity; provided however, that this exemption shall not constitute waiver of any ordinance requiring the issuance of such permits, and it shall apply only to such permits issued directly to the governmental entity involved.

5. The Design Engineer hereby covenants that he/she is a Registered Professional Engineer in the State of Oklahoma at the time of execution of this Contract, and should the Design Engineer cease to be a Registered Professional Engineer prior to completing performance of the terms and conditions of this Contract, the Design Engineer shall immediately notify the City and shall engage a Registered Professional Engineer acceptable to the City to complete performance of the promises and covenants contained herein.
6. The Design Engineer further covenants and agrees that he/she maintains and is covered by Professional Liability Insurance in limits of not less than those indicated in the following schedule:

<u>Project Cost</u>	<u>Professional Liability Insurance</u>
Less than \$500,000	\$250,000
\$500,000 - \$1,000,000	\$500,000
Greater than \$1,000,000	\$1,000,000

(Project Costs to be as defined in Section I of the attached Specifications for Urban Engineering Services) and that he/she will maintain same in continuous force and effect for a period of not less than three years from and after final acceptance of the project herein.

7. The Design Engineer further covenants and agrees to comply with Section I, Section II and Section III of the attached Standard Specifications for Urban Engineering Services and that these specifications become a part this contract.

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

Executed by the City of Owasso, Oklahoma, on the ___ day of ___, 20__.

Executed by the Design Engineer on the 22 day of June 2016.

CITY OF OWASSO, OKLAHOMA
a municipal corporation

BY _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

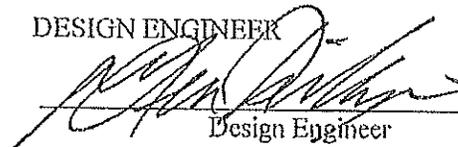
City Attorney

APPROVED:



Public Works Director

DESIGN ENGINEER

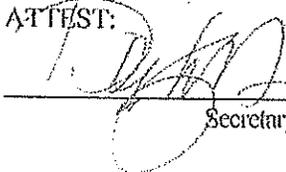


Design Engineer

BY PRINCIPAL

Title

ATTEST:



Secretary

Legal Description

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN BEING A PART OF LOT ONE (1), BLOCK ONE (1) OF THE FINAL PLAT OF ROC OWASSO ADDITION RECORDED AS PLAT NO. 5282 AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE (1), BLOCK ONE (1), ROC OWASSO ADDITION; THENCE N89°42'44"W AND ALONG THE NORTH LINE OF SAID BLOCK ONE (1) FOR A DISTANCE OF 20.93 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E FOR A DISTANCE OF 217.75 FEET; THENCE N89°42'44"W AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK ONE (1) FOR A DISTANCE OF 96.50 FEET; THENCE S00°00'00"E FOR A DISTANCE OF 21.08 FEET; THENCE N89°42'44"W AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK ONE (1) FOR A DISTANCE OF 36.50 FEET; THENCE N00°00'00"E FOR A DISTANCE OF 198.83 FEET; THENCE N89°42'44"W AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK ONE (1) FOR A DISTANCE OF 20.00 FEET; THENCE N00°00'00"E FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK ONE (1); THENCE S89°42'44"E AND ALONG THE NORTH LINE OF SAID BLOCK ONE (1) FOR A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 0.70 ACRES, MORE OR LESS.



TO: The Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Planned Unit Development, PUD-16-03 (OZ 16-06) – Tyann Villa

DATE: July 15, 2016

BACKGROUND:

The City of Owasso received a Planned Unit Development (PUD) application for review and approval of a development called Tyann Villa. This development proposes a gated single family planned residential community that will include approximately 64 lots in 2 blocks on 16.20 acres. The subject property is located immediately east of Smith Elementary School. The applicant also submitted a concurrent rezoning request (OZ 16-06) with this PUD that would rezone the property from RS-3 (Residential Single Family) and RM (Residential Multi-Family) to all RS-3 (Residential Single Family), allowing for the development of single family homes. The PUD will act as an overlay to the RS-3 zoning and govern the development of the property.

SURROUNDING ZONING:

Direction	Zoning	Use	Land Use Plan	Jurisdiction
North	CS (Commercial Shopping)	Commercial	Commercial	City of Owasso
South	RS-3 (Residential Single Family)	Single Family Homes	Residential	City of Owasso
East	AG(Agriculture)	Undeveloped	Residential	City of Owasso
West	RS-3 (Residential Single Family)	Elementary School	Public	City of Owasso

SUBJECT PROPERTY/PROJECT DATA:

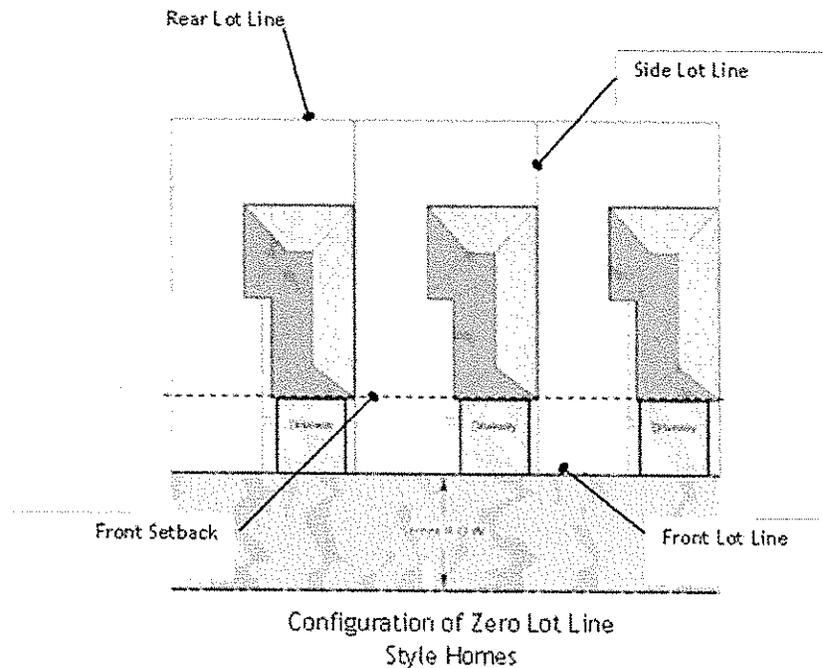
Property Size	16.20 acres
Current Zoning	RM and RS-3
Proposed Use	Single Family Homes
Lots/Blocks	64 Lots, 2 Blocks
Land Use Plan	Residential
Number of Reserve Areas	5
Gross Dwelling Units/Acre	3.95 DU/Acre
Total Building SF	N/A
Within PUD?	Yes, PUD 16-03
Within Overlay District?	No
Water Provider	City of Owasso
Applicable Paybacks	Storm siren fee of \$35/acre
Streets (public or private)	Private

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.

ANALYSIS:

Tyann Villa is a unique single-family neighborhood targeting those who prefer larger homes with little to no exterior maintenance. Tyann Villa proposes a maximum of 64 single-family lots on a 16.20 acre tract of land, yielding a gross density of 3.95 DU/Acre. The application calls for the lots to be developed as zero lot line, which means instead of the standard five foot setbacks on either side of the home; there is a ten-foot setback on one side and a zero setback on the other side. The wall of the neighboring home is set on the lot line (see example below). The main access into the development will come from the end of E 93 St N and a secondary fire access point will come off N 125 E Ave. The secondary access point will contain a gate, landscaping and concrete ribbons with a Knox Box and will be strictly for emergency vehicles, therefore no through traffic will be allowed on the emergency access drive.



There are a total of 5 reserve areas in the development, including the private street denoted as reserve area "A." The development will be gated and the homes will be placed on zero lot line lots, similar to those found in the Fairways V subdivision. The minimum lot width has been specified as 55 feet and the front setbacks 25 feet. The proximity of the development makes it convenient for future residents to be able to walk or bike to nearby commercial areas without traveling on or adjacent to heavily congested arterial streets. All homes in the development have been called out in the PUD development summary to be constructed of at least 75%

masonry, with a minimum 2,000 square foot homes. All reserve areas, along with the internal streets, will be maintained by a private property owners association.

Along with the PUD request, the applicant has submitted a petition for underlying zoning of RS-3. A portion of the property is already zoned RS-3 and the other part is zoned RM. The proposed zoning of RS-3 unifies the entire property under one zoning and complements the development proposal. The PUD will act as an overlay governing the development of the property. A preliminary plat has also been submitted concurrently with the PUD request.

If the PUD is approved, the applicant will provide final development plans for administrative review and approval by City staff. These plans shall include all the civil engineering drawings, landscape plans, drainage plans, utility plans, a Final Plat, etc. The City of Owasso will provide sanitary sewer, water, Fire, Police and EMS service to the proposed development.

City staff published legal notices of the PUD request in the Owasso Reporter and mailed notices to property owners within a 300' radius of the subject property.

COMPREHENSIVE PLAN CONSISTENCY:

The Owasso 2030 Land Use Master Plan identifies the subject property and its surroundings as residential use, making the proposal consistent with the Plan.

HARMONY WITH THE EXISTING AND EXPECTED DEVELOPMENT:

This proposal appears to be consistent with the current and expected development of the area. Commercial areas lie to the north of the project, a school to the west, single-family residential to the south, and an undeveloped tract to the east. As an infill type of development, the project will actually serve as nice transition between lower density single family homes and higher intensity commercial areas to the north. Overall, this area is urban in character and the proposed project is designed accordingly.

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 City 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.

PLANNING COMMISSION:

The Owasso Planning Commission held the required public hearing during their July 11, 2016 meeting. One person addressed the Commission regarding the PUD application with questions on the planned architecture of the homes. The Planning Commission recommended approval of PUD 16-03 and OZ 16-06.

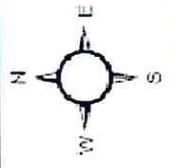
RECOMMENDATION:

Staff recommends approval of Ordinance 1082, rezoning the subject property from RM (Residential Multi-Family) and RS-3 (Residential Single Family) to RS-3 (PUD) (Residential Single Family with a PUD overlay) District.

ATTACHMENTS:

- Area Map
- Aerial Map
- Zoning Map
- Land Use Plan Map
- Outlined Development Plan
- Conceptual Site Plan
- Ordinance 1082

Tyann Villa



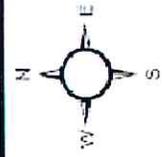
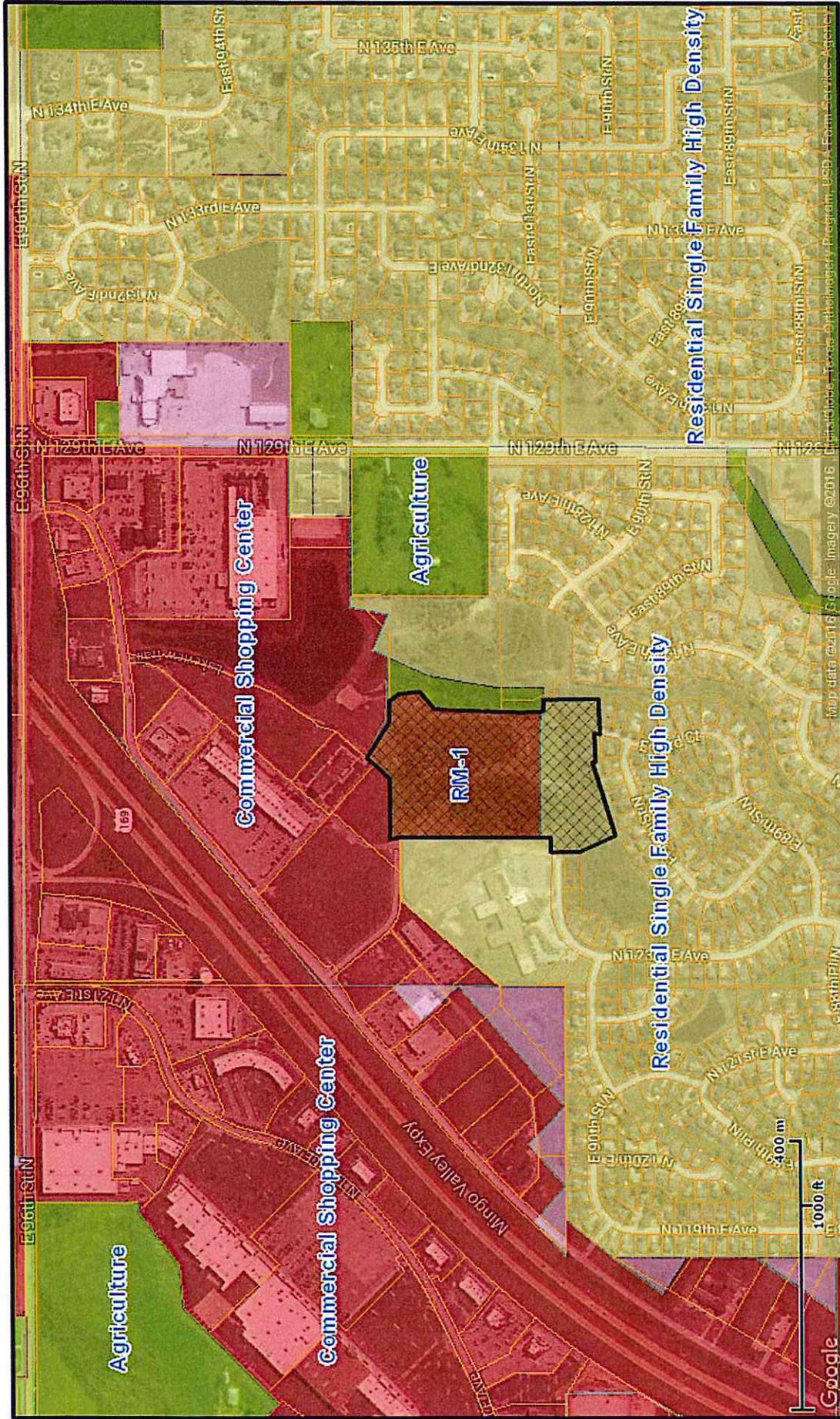
06/07/2016

PUD 16-03

1" = 1,505 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 16-03, OZ 16-06



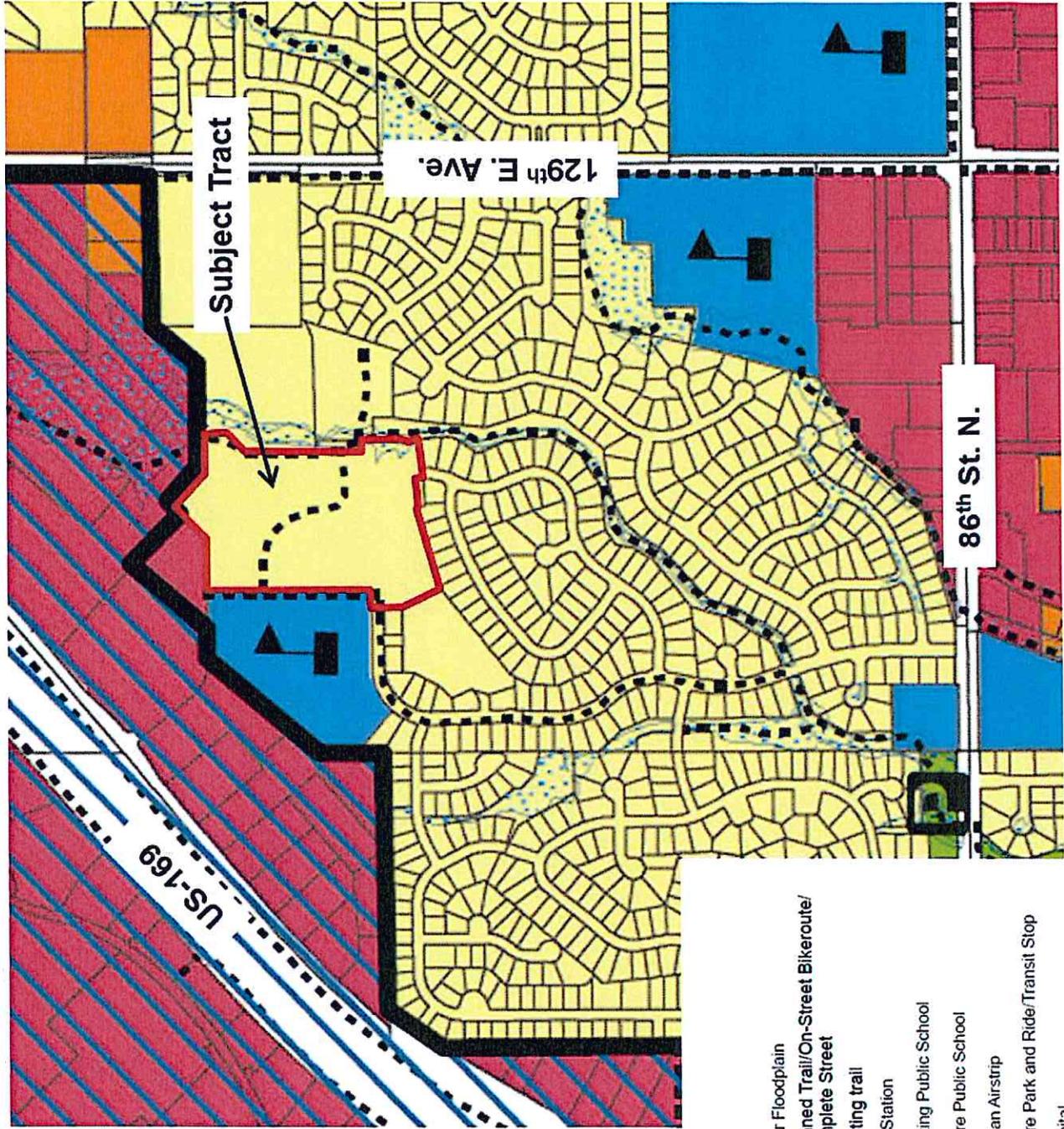
06/13/2016

Existing Zoning

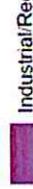
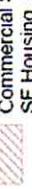
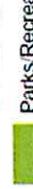
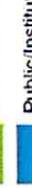
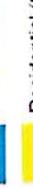
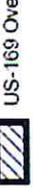
1" = 752 ft

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

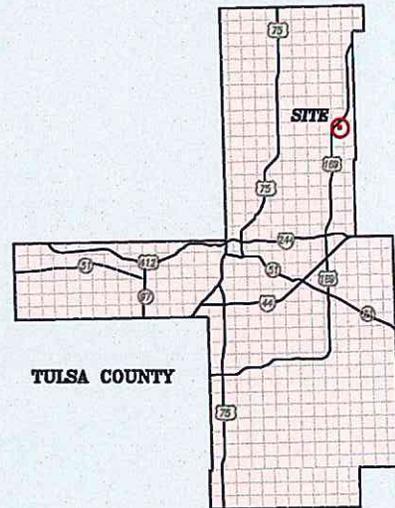
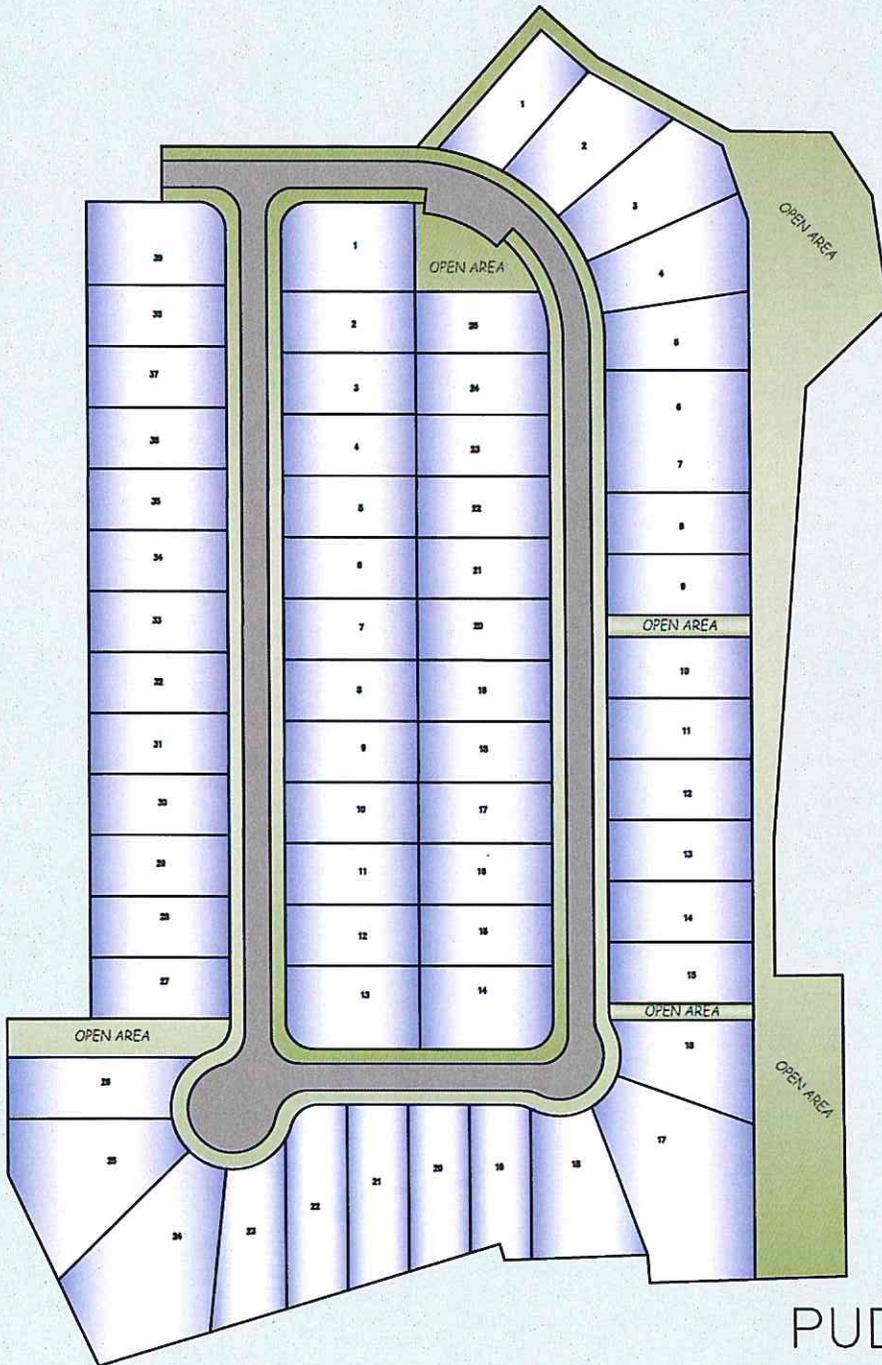
OPUD 16-03/OZ 16-06 2030 Land Use Plan



LEGEND

- | | | | |
|---|---|---|---|
|  | Commercial |  | 100yr Floodplain |
|  | Industrial/Regional Employment |  | Planned Trail/On-Street Bikeroute/
Complete Street |
|  | Neighborhood Mixed Use (Light Office,
Commercial Shopping, Attached Housing,
SF Housing, Apartments above retail) |  | Existing trail |
|  | Parks/Recreation |  | Fire Station |
|  | Public/Institutional/Quasi Public |  | Existing Public School |
|  | Residential (Single family detached housing) |  | Future Public School |
|  | Transitional (Attached housing, duplexes, offices) |  | Civilian Airstrip |
|  | US-169 Overlay District |  | Future Park and Rider/Transit Stop |
|  | *Glenn-Mur Addition Special District |  | Hospital |
|  | **Downtown Development District |  | Public Park |
| | |  | Golf Course |
| | |  | Cemetery |

TYANN VILLA



PUD NO. 16-03

TYANN VILLA

TYANN VILLA

RESIDENTIAL, AND RECREATIONAL AREAS

TYANN DEVELOPMENT CO., INC.

PLANNED UNIT DEVELOPMENT

Tyann Villa

CITY OF OWASSO

**Owner/Developer:
Tyann Development Co. Inc.
P.O. Box 397
Owasso, OK 74055
Phone: (918) 274-0517**

**Prepared by:
Kellogg Engineering, Inc.
6755 S. 4060 Rd.
Talala, OK 74080
918.275.4080**

July 7, 2016

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Storm Water Detention 8

Plat Review 8

Exhibits

- Exhibit 'A' Existing Zoning & Land Uses
- Exhibit 'B' Existing Topography
- Exhibit 'C' Existing Soils Map
- Exhibit 'D' Aerial Photograph
- Exhibit 'E' PUD Concept Plan

Development Concept

Tyann Villa is a proposed upscale privately gated single family residential Planned Unit Development (PUD) located in Owasso, Ok. The project site is currently undeveloped land consisting of 16.20 acres located between E. 96th and 86th street N. on E. 93rd St. N. within the City of Owasso. The site offers excellent development promise with exceptional access to the local shopping and recreational amenities.

The PUD is a residential community. The development will include approximately 64 lots with open space for the enjoyment of the residents.

The PUD Concept Plan shows the development area. The proposed development consists of one development area. A minimum lot size of 55 feet wide by 120 feet deep and dwelling sizes of a minimum of 2,000 square feet of living space (excluding garage) are proposed for the area. A detailed plat for the development will be submitted to the Owasso City Planning commission for review and approval before construction begins.

Legal Description

A TRACT OF LAND THAT IS LOCATED IN THE NORTHEAST QUARTER (NE/4) AND THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY (20) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SEC. 20, TOWNSHIP 21 NORTH, RANGE 14 EAST, I.B.&M.; THENCE S 00°01'55" W ALONG THE EAST LINE OF SAID SECTION 20 A DISTANCE OF 1,662.50 FEET; THENCE N 01°25'16" W A DISTANCE OF 1,517.25 FEET TO THE POINT OF BEGINNING; THENCE S 48°41'24" E A DISTANCE OF 69.84 FEET; THENCE S 60°59'21" E A DISTANCE OF 135.44 FEET; THENCE S 89°21'07" E A DISTANCE OF 90.79 FEET; THENCE S 32°49'16" E A DISTANCE OF 67.72; THENCE S 07°46'48" E A DISTANCE OF 101.70 FEET; THENCE S 46°28'57" W A DISTANCE OF 103.25; THENCE S 04°31'05" W A DISTANCE OF 412.30; THENCE S 00°07'08 W A DISTANCE OF 119.49 FEET; THENCE N 89°21'22" E A DISTANCE OF 60.58; THENCE S 00°23'17 E A DISTANCE OF 270.74 FEET; THENCE S 88°06'26" W A DISTANCE OF 177.35 FEET; THENCE N 03°45'14" W A DISTANCE OF 25.36 FEET; THENCE S 87°50'06 W A DISTANCE OF 128.88 FEET; THENCE N 16°27'52" W A DISTANCE OF 15.16 FEET; THENCE S 72°57'54 W A DISTANCE OF 376.22 FEET; THENCE N 24°53'11" W A DISTANCE OF 189.81 FEET; THENCE N 00°03'53" E A DISTANCE OF 140.07 FEET; THENCE S 89°45'47" E A DISTANCE OF 74.41 FEET; THENCE N 00°03'58" E A DISTANCE OF 734.79 FEET; THENCE S 89°56'02" E A DISTANCE OF 75.00 FEET; THENCE N 00°03'58" E A DISTANCE OF 50.00 FEET; THENCE S 89°56'02" E A DISTANCE OF 222.70 FEET; THENCE N 41°18'07" E A DISTANCE OF 168.07 FEET TO THE POINT OF BEGINNING, AND CONTAINING 16.20 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM. THE REFERENCE BEARING IS THE SOUTH BOUNDARY LINE.

Statistical Summary

Project Area:	16.20 acres
Total Project Density:	3.95 DUs/acre

Land Use

Residential:

Housing (Single-Family)

-Total Area (approximate)	16.20 acres
-Number of Dwelling Units	64 DU
-Density	3.95 DUs/acre

Park/Open Space:

Included within residential acreage

-On-site (approximate)	1.95 acres
-Off-site Area (approximate)	13.23 acres
-Total Area (approximate)	15.18 acres

* This Project will tie into the Tyann Plaza recreational sidewalk trails providing access to the Tyann Plaza pond, trail and amenities.

Existing Zoning and Land Use

The existing zoning for the subject tract is RS and is currently undeveloped. The zoning type of the proposed site, along with the surrounding properties, is shown in Exhibit 'A'.

Environmental Analysis and Topography

The existing conditions of the property consist mostly of gently rolling pasture land. Elevations of the property range from 645 feet to 695 feet above mean sea level. Existing contours of the site are shown in Exhibit 'B'.

The Soil Survey of Tulsa County, Oklahoma was used to help identify soil types and consist of those listed below:

- Eram-Coweta Complex (20), 5 to 15 percent slopes
- Dennis-Radley Complex (16), 0 to 12 percent slopes
- Okemah-Parsons-Pharoah Complex (44), 0 to 1 Percent Slope

Exhibit 'C' shows a map of the existing soils of the property.

Access and Circulation

The site is bordered on the north by commercial properties, with Owasso Public Schools to the west and Lakeridge Subdivision to the south. Access to the site will be accomplished by connecting to E. 93rd St. N., at the northwest. The site will be a private community with an access gated located at this location. A reserve is proposed between lots at the southeast corner of the site connecting to N. 125th E. Ave. for emergency vehicle access. All Internal streets will be privately maintained by a Property Owners Association.

Drainage

Storm-water management will be handled with on-site storm water conveyance system.

Utilities

- Sanitary sewer service will be provided by City of Owasso
- Potable water service will be provided by City of Owasso
- Telephone service will be provided by AT&T.
- Natural gas service will be provided by ONG.
- Electrical service will be provided by PSO

Amenities

- An off-site trail system will be accessible via a new trail connection and account for the active recreational amenity feature requirement.
- The off-site Tyann Plaze Fishing Pond will be accessible via the trail system and account for the Passive Recreational amenity feature requirement.
- One on-site "Public Gather Area" shall be constructed within the open areas of the development in accordance with the Owasso Zoning Code.
- One on-site "Family Recreational Area" shall be constructed within the open areas of the development in accordance with the Owasso Zoning Code.

Development Area (*Single-Family*)

- **Permitted Uses:** Uses as permitted in RS-3 District, City of Owasso Zoning Code, by right and by exception

- **Land Area (approximate):** 16.20 acres

- **Maximum Number of Dwelling Units:** 64

- **Minimum Lot Width:** 55 feet

- **Minimum Lot Depth:** 120 feet

- **Maximum Building Height:** 35 feet

- **Minimum Living Space:** 2,000 square feet
(Excluding Garage)

- **Minimum Yard Requirements:**
 - Minimum Front Yard abutting a street 25 feet
 - Minimum Rear Yard 20 feet
 - Minimum Side Yards 0/10 feet
 - Minimum Corner Lot Side Yard (back-to-back with another corner lot) 25 feet
 - Minimum Corner Lot Side Yard (not back-to-back with another corner lot) 25 feet

* Minimum lot width shall be measured at building lines for cul-de-sac lots and lots located on a curve.

Property Owners Association

A Property Owners Association shall be created to own and maintain all private streets, storm water conveyance, landscaped areas, reserve areas, and all other landscaped buffers and islands. These areas are to be constructed and attractively landscaped by the developer and turned over to the property owners association for ownership and maintenance. Covenants will be filed along with a plat which will set forth standards for these areas.

Maintenance and Landscaping

Each lot shall have at minimum one street side tree.

Perimeter fencing shall be installed as per Owasso Zoning code.

Common maintenance shall be provided for all yards, open areas, and amenities.

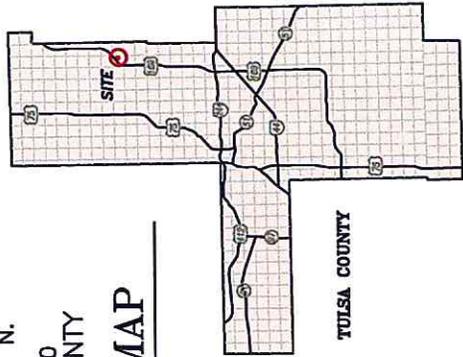
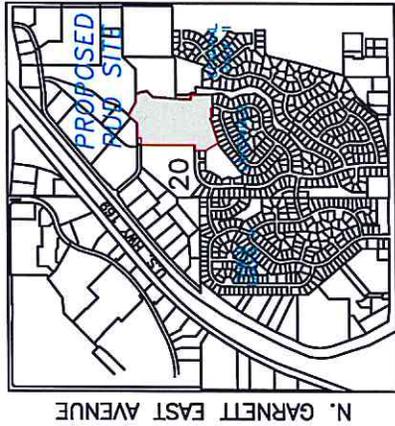
Storm Water Detention

Detention is provided by the Tyann Lake located to the Northeast of the site. A maintenance fee will be assessed on each lot based on a percentage of area.

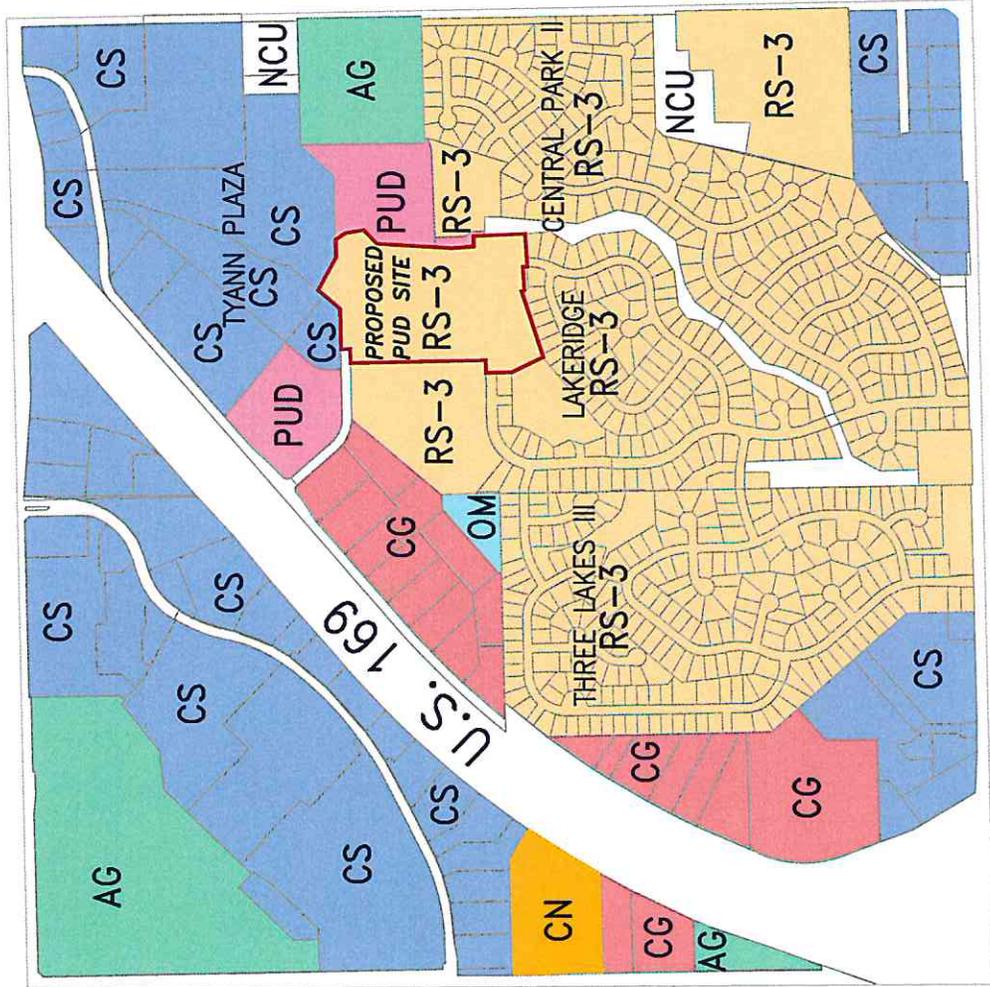
These fees will be established under the property owners association and conveyed in covenants of the plat to be filed.

Plat Review

No building permit shall be issued until a subdivision plat, which will serve as the site plan, is submitted to and approved by the City of Owasso Planning Commission and Owasso City Council and filed of record with the Tulsa County Clerk.



LOCATION MAP
SCALE: 1"=2500'



PUD NO.

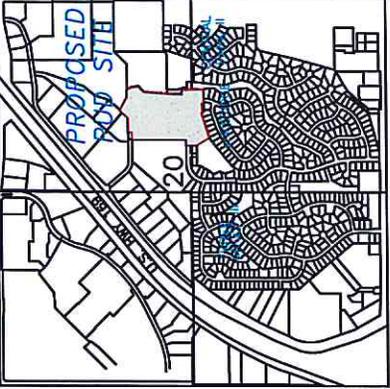
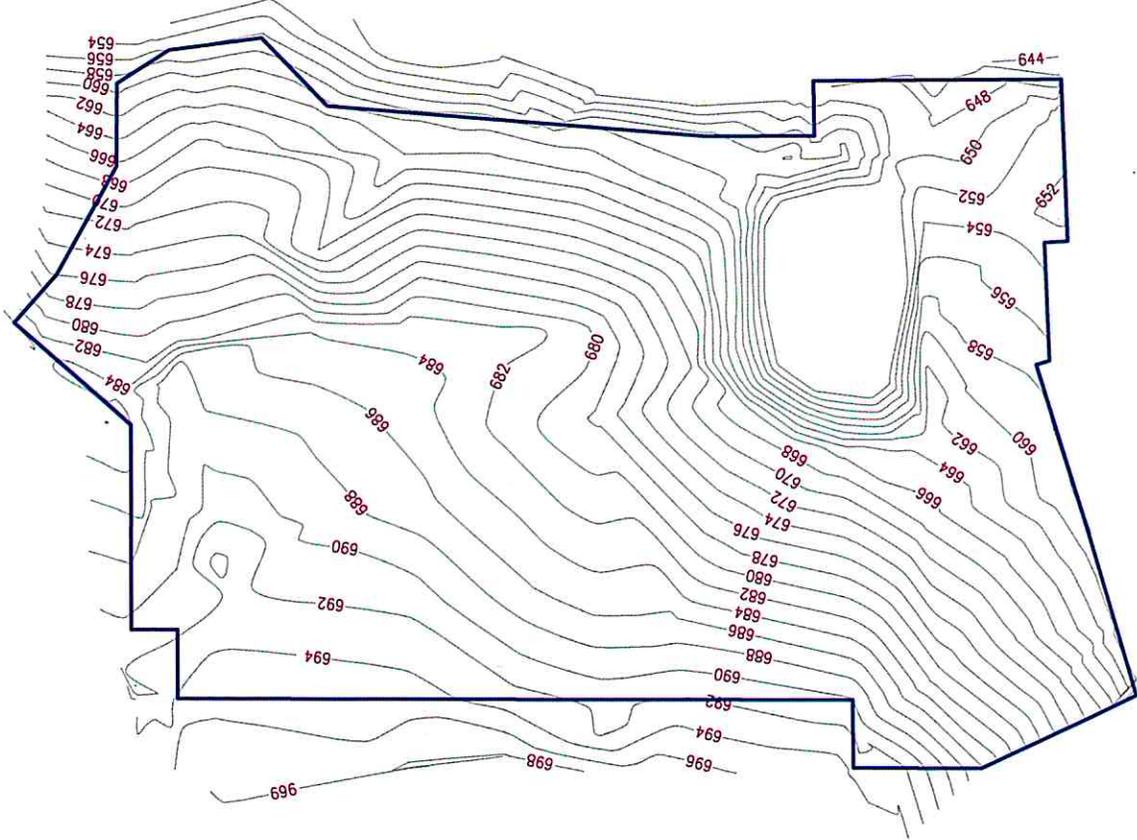
**TYANN
VILLA**

TYANN DEVELOPMENT CO., INC.

EXHIBIT 'A'

EXISTING ZONING MAP

KELLOGG ENGINEERING, INC.
TALALA, OK



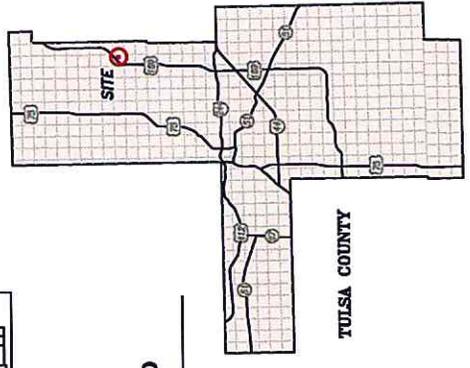
R 14 E
E. 96TH ST. N.

N. GARNETT EAST AVENUE

N. 129TH EAST AVENUE

T 21 N

Scale: 1"=200'



TULSA COUNTY

E. 86TH ST. N.

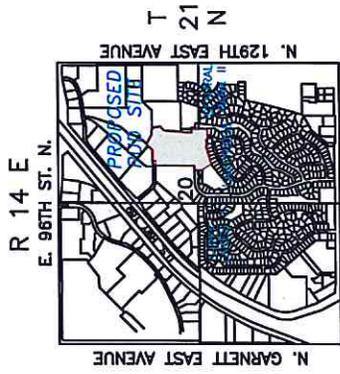
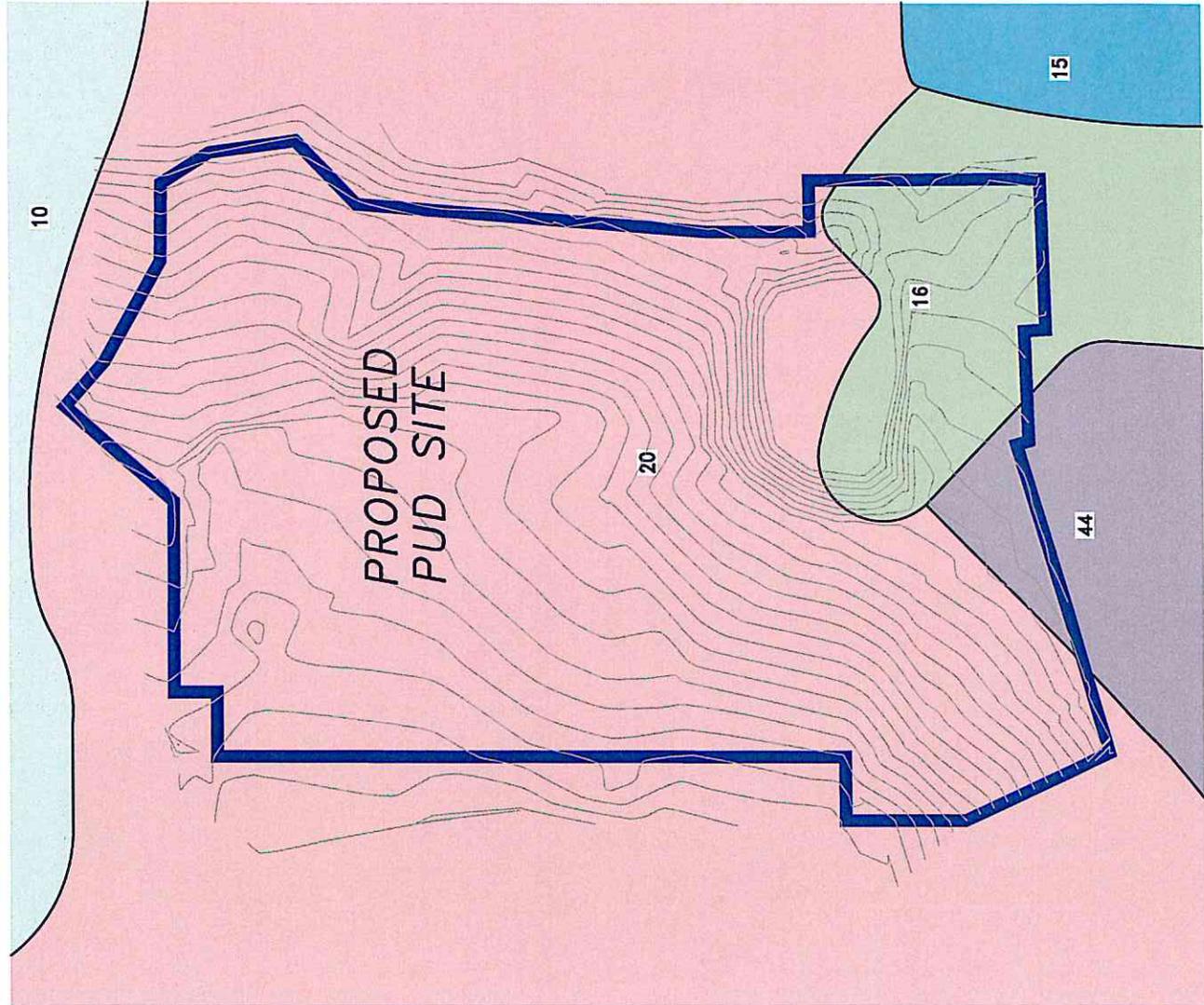
SECTION 20
TULSA COUNTY

LOCATION MAP

SCALE: 1"=2500'

PUD NO.
TYANN
VILLA
TYANN DEVELOPMENT CO., INC.

EXHIBIT 'B'
EXISTING TOPOGRAPHIC MAP
KELLOGG ENGINEERING, INC.
TALALA, OK

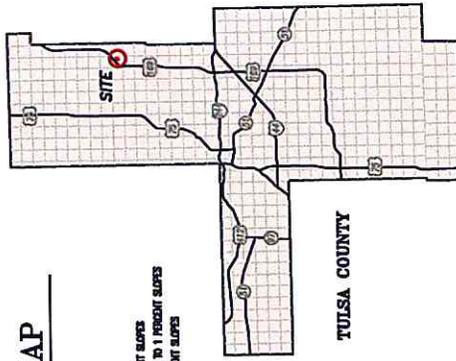


Scale: 1" = 200'

SECTION 20
TULSA COUNTY

LOCATION MAP

SCALE: 1" = 2500'

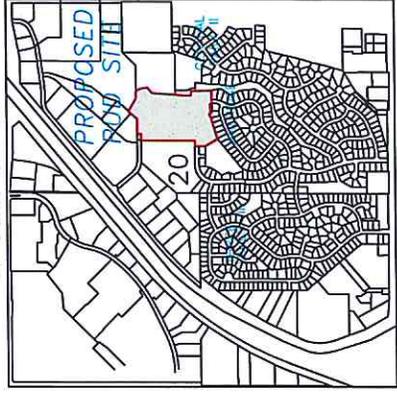


- SOIL TYPES**
- 20 DRAK-CORONA COMPLEX, 8 TO 10 PERCENT SLOPES
 - 16 BOGALU-HEPNER-FINLAND COMPLEX, 0 TO 1 PERCENT SLOPES
 - 15 BOGALU-HEPNER COMPLEX, 0 TO 12 PERCENT SLOPES

PUD NO.
**TYANN
VILLA**
TYANN DEVELOPMENT CO., INC.

EXHIBIT 'C'
EXISTING SOILS MAP
KELLOGG ENGINEERING, INC.
TALALA, OK

R 14 E
E. 96TH ST. N.



N. GARNETT EAST AVENUE

E. 96TH ST. N.

T 21 N

N. 129TH EAST AVENUE

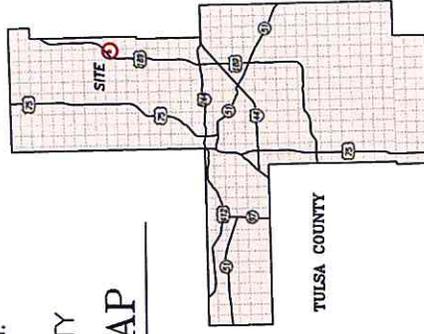
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E. 86TH ST. N.

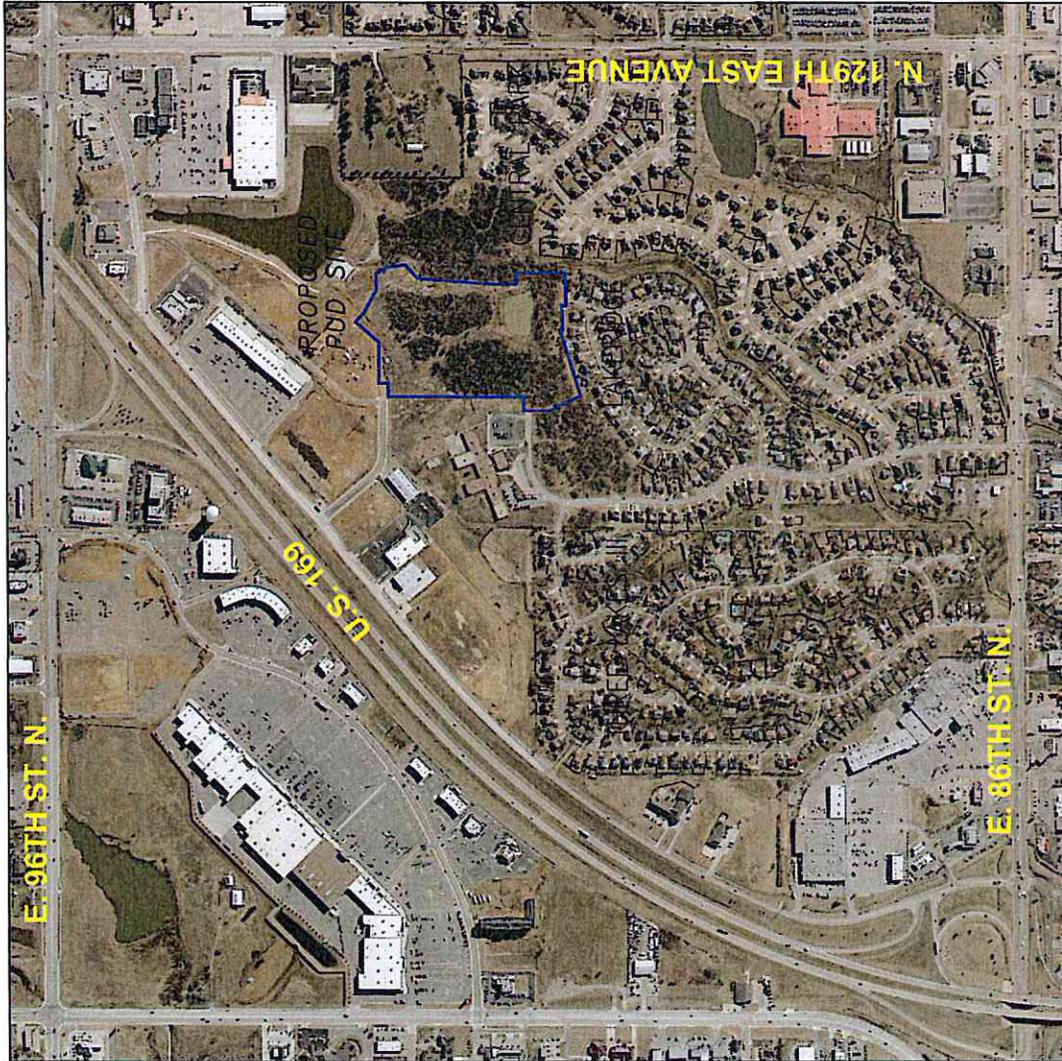
SECTION 20
TULSA COUNTY

LOCATION MAP

SCALE: 1" = 2500'



TULSA COUNTY



PUD NO.

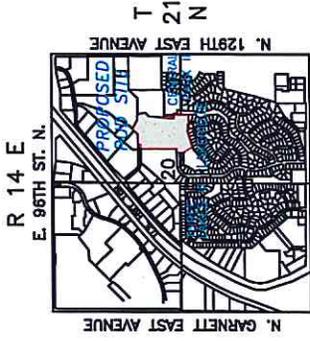
**TYANN
VILLA**

TYANN DEVELOPMENT CO., INC.

EXHIBIT 'D'

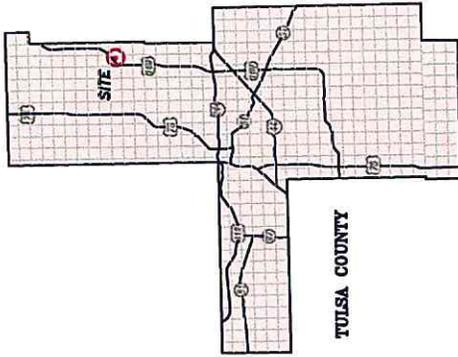
AERIAL PHOTOGRAPH

KELLOGG ENGINEERING, INC.
TALALA, OK



Scale: 1"=200'

SECTION 20
TULSA COUNTY
LOCATION MAP
SCALE: 1"=2500'



MINIMUM YARD SET BACK LINE	25 FEET
FRONT YARD ABUTTING A STREET:	20 FEET
REAR YARD:	0/10 FEET
SIDE YARD:	25 FEET
CORNER LOT SIDE YARD: (BACK TO BACK WITH ANOTHER CORNER LOT)	25 FEET
CORNER LOT SIDE YARD: (NOT BACK TO BACK WITH ANOTHER CORNER LOT)	25 FEET

PUD NO.

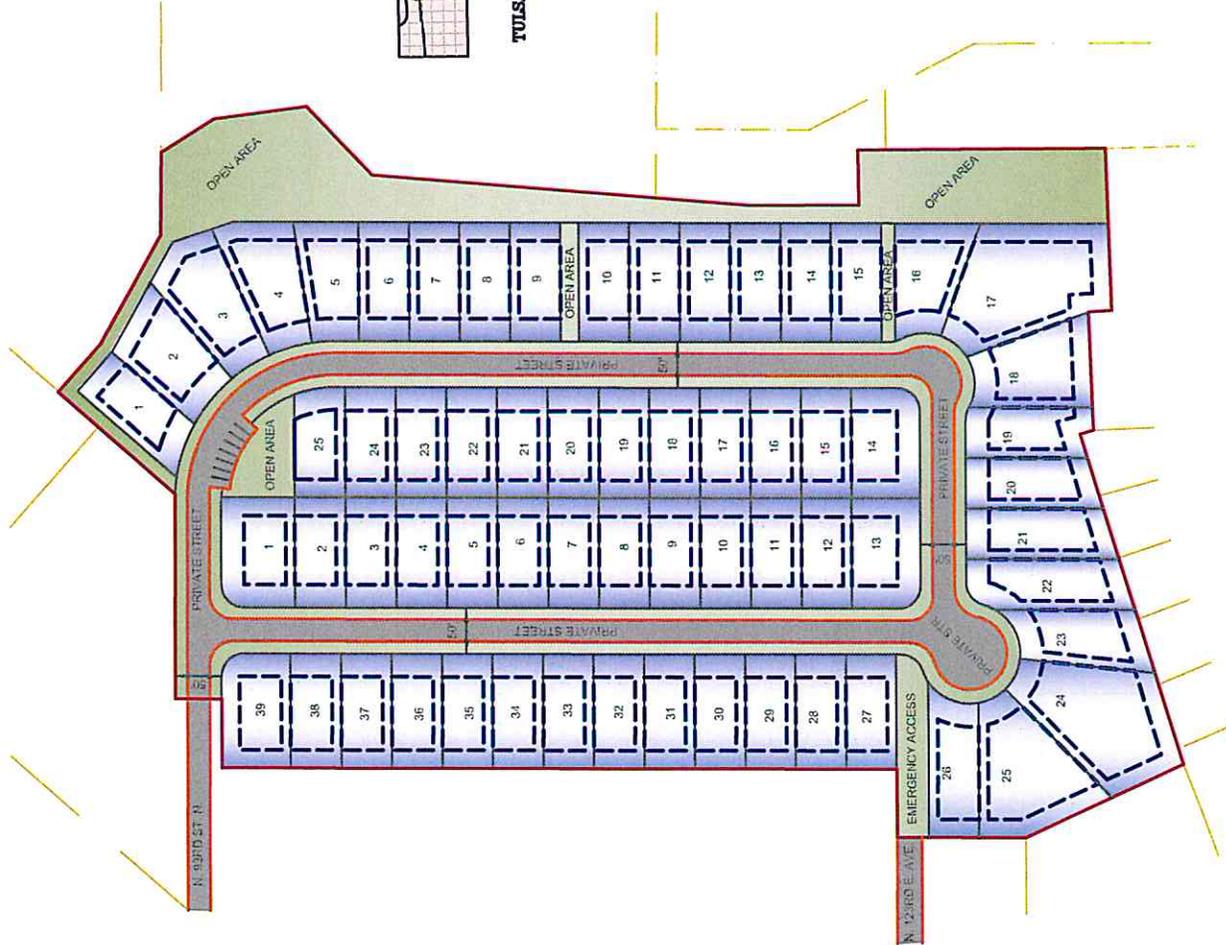


TYANN DEVELOPMENT CO., INC.

EXHIBIT 'E'

PRELIMINARY CONCEPT PLAN

KELLOGG ENGINEERING, INC.
TALALA, OK



GREEN AREAS:
ALL GREEN AREA SHALL BE DEEM LANDSCAPING
AND SCREENING AREAS.

**CITY OF OWASSO, OKLAHOMA
ORDINANCE 1082**

AN ORDINANCE APPROVING PLANNED UNIT DEVELOPMENT APPLICATION PUD 16-03 AND ZONING APPLICATION OZ 16-06 FOR THE DEVELOPMENT OF A SINGLE FAMILY RESIDENTIAL PROJECT ON APPROXIMATELY 16.20 ACRES OF PROPERTY LOCATED IN NORTHEAST QUARTER (NE/4) AND THE SOUTHEAST QUARTER (SE/4) OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE I.B. & M, TULSA COUNTY, STATE OF OKLAHOMA, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

WHEREAS, public hearings have been held regarding the request for the rezoning and planned unit development of the property herein described, and

WHEREAS, the Owasso City Council has considered the recommendation of the Owasso Planning Commission and all statements for or against the requested planned unit development application PUD 16-03 and rezoning case OZ 16-06.

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

Section 1.

A TRACT OF LAND THAT IS LOCATED IN THE NORTHEAST QUARTER (NE/4) AND THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY (20) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SEC. 20, TOWNSHIP 21 NORTH, RANGE 14 EAST, I.B.&M.; THENCE S 00°01'55" W ALONG THE EAST LINE OF SAID SECTION 20 A DISTANCE OF 1,662.50 FEET; THENCE N 01°25'16" W A DISTANCE OF 1,517.25 FEET TO THE POINT OF BEGINNING; THENCE S 48°41'24" E A DISTANCE OF 69.84 FEET; THENCE S 60°59'21" E A DISTANCE OF 135.44 FEET; THENCE S 89°21'07" E A DISTANCE OF 90.79 FEET; THENCE S 32°49'16" E A DISTANCE OF 67.72; THENCE S 07°46'48" E A DISTANCE OF 101.70 FEET; THENCE S 46°28'57" W A DISTANCE OF 103.25; THENCE S 04°31'05" W A DISTANCE OF 412.30; THENCE S 00°07'08 W A DISTANCE OF 119.49 FEET; THENCE N 89°21'22" E A DISTANCE OF 60.58; THENCE S 00°23'17 E A DISTANCE OF 270.74 FEET; THENCE S 88°06'26" W A DISTANCE OF 177.35 FEET; THENCE N 03°45'14" W A DISTANCE OF 25.36 FEET; THENCE S 87°50'06 W A DISTANCE OF 128.88 FEET; THENCE N 16°27'52" W A DISTANCE OF 15.16 FEET; THENCE S 72°57'54 W A DISTANCE OF 376.22 FEET; THENCE N 24°53'11" W A DISTANCE OF 189.81 FEET; THENCE N 00°03'53" E A DISTANCE OF 140.07 FEET; THENCE S 89°45'47" E A DISTANCE OF 74.41 FEET; THENCE N 00°03'58" E A DISTANCE OF 734.79 FEET; THENCE S 89°56'02" E A DISTANCE OF 75.00 FEET; THENCE N 00°03'58" E A DISTANCE OF 50.00 FEET; THENCE S 89°56'02" E A DISTANCE OF 222.70 FEET; THENCE N 41°18'07" E A DISTANCE OF 168.07 FEET TO THE POINT OF BEGINNING, AND CONTAINING 16.20 ACRES, MORE OR LESS

is hereby zoned from RM (Residential Multi-Family) and RS-3 (Residential Single Family) to RS-3 (PUD) (Residential Single Family with a PUD overlay) District. The Site Development Plan and Statement of Intent shall be followed for any development of the described property.

Section 2. That all ordinances or parts of ordinances in conflict herewith be, and the same are hereby expressly repealed.

Section 3. All ordinances, or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 4. 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 5. The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

Section 6. That there be filed in the office of the County Clerk of Tulsa County, Oklahoma, a true and correct copy of this Ordinance.

PASSED AND APPROVED this 19th day of July, 2016.

Lyndell Dunn, Mayor

ATTEST:

Sherry Bishop, City Clerk

(SEAL)

APPROVED AS TO FORM:

Julie Lombardi, City Attorney



TO: The Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Planned Unit Development, PUD 16-04 (OZ 16-05) - Owasso 140

DATE: July 15, 2016

BACKGROUND:

The City of Owasso received a Planned Unit Development (PUD) application for consideration of Owasso 140 from Dominion LLC. The property is located on the north side of E 76 St N approximately ¾ mile west of N 161 E Ave. This PUD is for a 140 acre master planned community to be developed into 467 lots within 17 blocks. As part of this PUD, the applicant requests an underlying zoning of RS-3.

SURROUNDING ZONING:

Direction	Zoning	Use	Land Use Plan	Jurisdiction
North	RS-10 (Residential Single-Family)	Residential/ Agriculture	Residential	Rogers County
South	RS-10 and RS-40 (Residential Single-Family)	Residential	Residential	Rogers County
East	RS-40 (Residential Single-Family)	Residential	Residential	Rogers County
West	RS-3 (Residential Single Family)	Residential	Residential	City of Owasso

SUBJECT PROPERTY/PROJECT DATA:

Property Size	140 acres
Current Zoning	AG (Agriculture)
Proposed Use	Residential
Lots/Blocks	467 lots in 17 blocks
Number of Reserve Areas	5 Reserve areas
Within PUD?	PUD 16-04
Within Overlay District?	N/A
Water Provider	Rogers Rural Water District #3
Applicable Paybacks/Fees	Elm Creek Sanitary Sewer Payback \$1580/acre City of Owasso Storm Siren Fee \$35/acre
Streets (public or private)	Public and Private

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.

ANALYSIS:

This PUD application and rezoning request was submitted for the development of a 140 acre master planned community that proposes 467 lots in 17 blocks. The rezoning request is for the base zoning of RS-3 (Residential Single-Family). The project will be comprised of two residential development areas of similar character but different lot sizes. Development Area A, located at the northwest corner of the property is 19.48 acres in size, and consist of lots ranging from 50 to 55 feet in width. This smaller lot size falls under the minimum requirements for RS-3 zoning, but would be allowed within a PUD overlay.

Development Area A will consist of 50 maximum dwelling units yielding a gross density 2.57 dwelling units per acre. All streets within this area will be privately maintained by the Homeowner's Association and would be privately gated.

Development Area B, approximately 122 acres, will consist of typical single-family residential homes with lots ranging from 65 to 70 feet in width, with many of the lots exceeding RS-3 standards. The streets within Area B will be public and will be developed to the City of Owasso design standards.

As part of the PUD there will be five designated Reserve Areas that will be established by the owner for construction of private streets, stormwater detention, and open space amenity areas. The development proposes the following amenities:

- Stocked fishing pond with dock
- Walking trails around two detention ponds that connect with neighborhood sidewalks
- Community playing fields or disc golf course
- Swimming pool or splash pad
- Clubhouse

If the PUD is approved, the applicant will provide final development plans for administrative review and approval by City staff. These plans shall include all the civil engineering drawings, landscape plans, drainage plans, utility plans, and Final Plat. PUD applications submitted to the City are for approval of the uses, the overall plan, and the concept for the development. This project would connect to existing Rogers County subdivisions to allow for adequate emergency access on the eastern and western perimeters. The City of Owasso will provide sanitary sewer, Fire, Police, and EMS service to the proposed development. Rogers Rural Water District #3 will provide water to the development.

COMPREHENSIVE PLAN CONSISTENCY:

The Owasso 2030 Land Use Master Plan identifies the subject property and its surroundings as having residential uses, making the proposal consistent with the Plan.

HARMONY WITH THE EXISTING AND EXPECTED DEVELOPMENT:

This proposal appears to be consistent with the current and expected development of the area. The area is developed with single-family homes of varying densities.

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 City 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.

PLANNING COMMISSION:

The Owasso Planning Commission held the required public hearing during their July 11, 2016 meeting. At the Planning Commission meeting, five persons addressed the Commission regarding the PUD application with concerns over planned access, drainage, traffic and lack of a Rogers County Commissioner representing them.

The Planning Commission voted 4-1 to recommend approval of PUD 16-04 and OZ 16-05 to the City Council.

RECOMMENDATION:

Staff recommends approval of Ordinance 1083, approving the PUD-16-04 and rezoning the subject property from AG to RS-3/PUD.

ATTACHMENTS:

Area Map
Aerial Map
Land Use Map
Planned Unit Development Submittal for Owasso 140
Ordinance 1083

Rogers County Zoning Unavailable

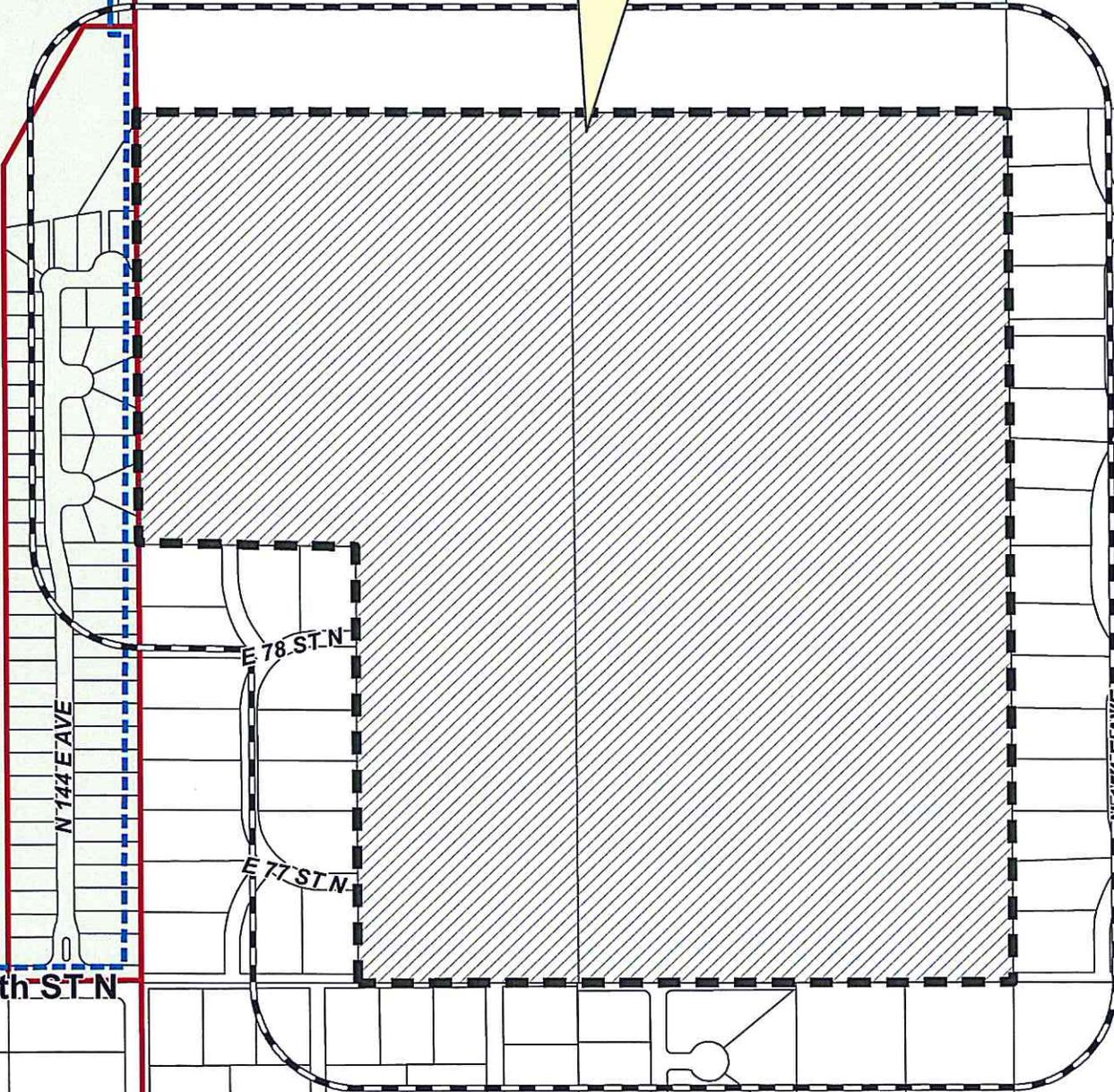
RM-1

E 83 PL N

E 83 ST N

N 145th E AVE

Subject Tract



E 80 ST N

E 79 ST N

E 78 ST N

E 77 ST N

N 144 E AVE

E 78 ST N

E 77 ST N

E 76th ST N

N 154 E AVE

RE

N 146 E AVE

N 147 E AVE

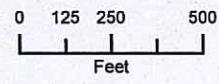
N 150 E AVE

LEGEND

Owasso Corporate Limits

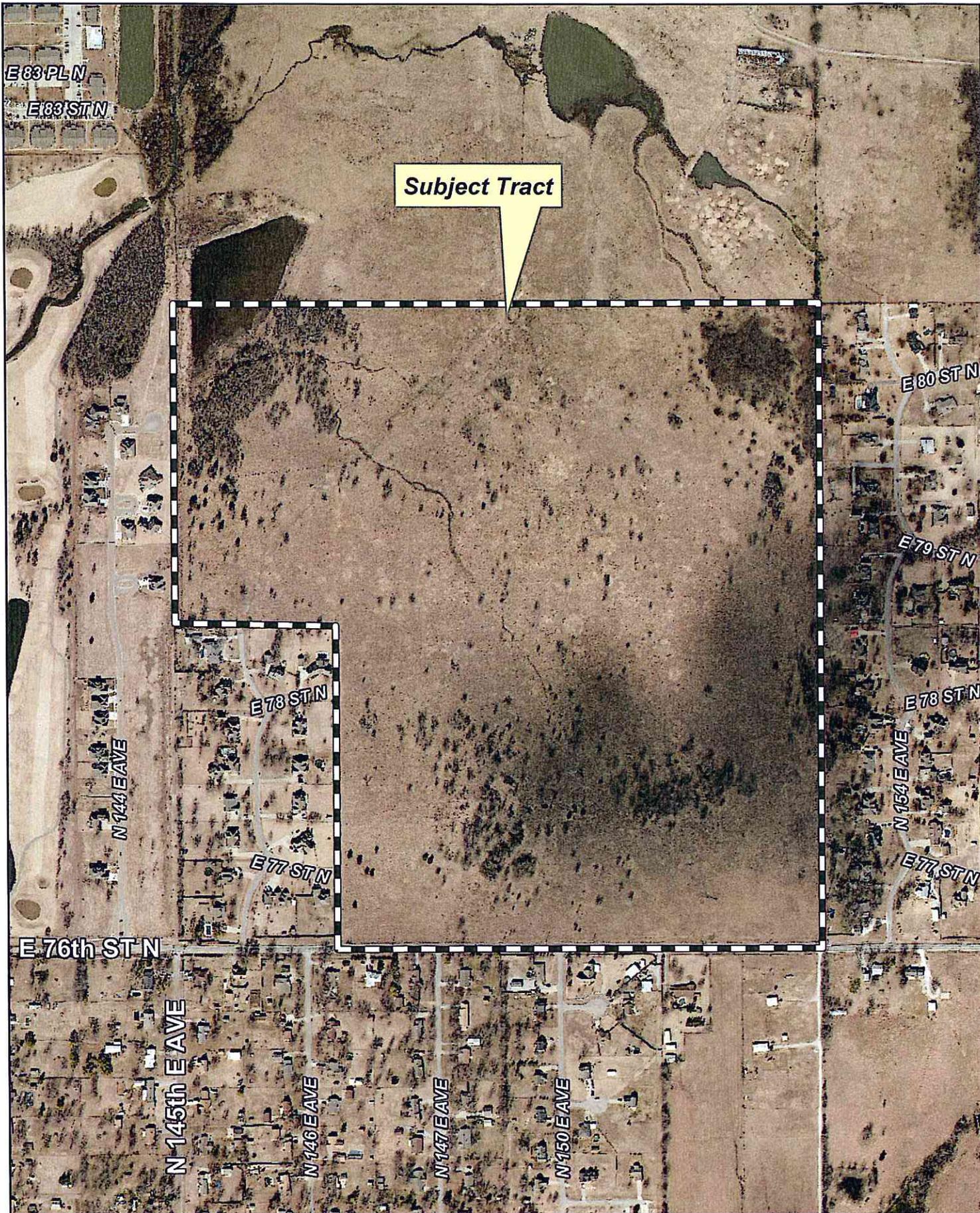


OPUD 16-04 & OZ 16-05



27 21-14





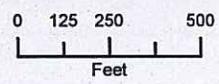
Subject Tract

Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: February 2016



Subject Tract

OPUD 16-04 & OZ 16-05



27 21-14



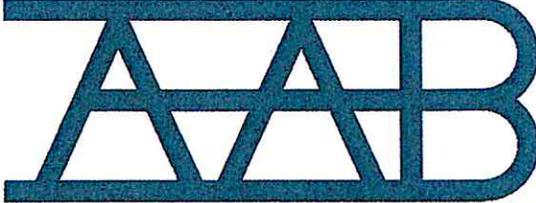
Owasso 140
Planned Unit Development #

Prepared
June 1, 2016

Location
Part of the Southwest Quarter (SW/4) of Section Thrity (27), Township Nineteen (21) North, Range Fifteen (14) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. This PUD contains 51.04 +/- Acres.

Owner
Dominion LLC
12340 E. 86th Street North
Owasso, OK 74055

Prepared By:
AAB Engineering, LLC


Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
Office: (918) 514-4283 Fax: (918) 514-4288

Development Concept

Owasso 140 is a 140 acre master planned community located on the north side of 76th Street north between 145th East Avenue and 161st East Avenue. The property has recently been annexed into the City Limits of Owasso. This PUD is being filed in conjunction with a rezoning request for the base zoning of RS-3. The GrOwasso 2030 Land Use plan designates this area as Residential which supports the proposed RS-3 zoning. The property is currently zoned RS-10 according to the Rogers County Zoning Code. The project will be comprised of two residential development areas of similar character but different lot sizes. Planned Unit Development sets out the development guidelines for both development areas and summarizes the amenities proposed within the project.

The project is bounded on the east by Cornerstone Addition III & IV, the southwest by Cornerstone West, the northwest by The Champions East, and the south by Willow-Wood Estates and The Meadows. Cornerstone III, IV, and Cornerstone West are residential estate size lot developments constructed in accordance with Rogers County RS-40 standards. Champions West is a residential development conforming to City of Owasso RS-3 standards. Willow-Wood Estates is a slightly more dense residential development constructed under Rogers County RS-20 standards. The tract to the north is currently undeveloped and is zoned RS-10. The proposed development conforms to the development patterns within this area as well as the GrOwasso 2030 Land Use Plan.

The development as a whole will largely conform to the development standards of RS-3 zoning. Approximately 19.5 acres of the development will be developed as a small lot gated community. The developer's intent is to market homes of a similar or slightly smaller size with smaller lots requiring less maintenance. The average home price within the gated area will be similar to those of the general RS-3 area. A significant amenity package will be provided for the benefit of both Development Areas A and B. This development concept provides for lot diversity which will decrease the time to build out the subdivision and provides amenities normally contained within a PUD to a development largely conforming to standard RS-3 zoning requirements.

Development Standards

Development Area A

Development Area A will consist of a small lot gated community concept. This section will largely consist of a mix of 55'x110' and 50'x120' lots with architectural standards similar to that of Development Area B. Lots shall conform to the development standards of the RS-3 zoning as established in the City of Owasso Zoning code Section 430 as it exists on the date of approval of this PUD, except as hereinafter modified:

Permitted uses:	Single Family Detached Dwellings
Gross Land Area	19.48 acres
Minimum gross land area per dwelling unit: (DU)	10,000 square feet (8,400 square feet by Code)
Maximum number of dwelling units	50 (101 by Code Gross Lot Area)
Minimum Lot Width	50 feet (65 feet by Code)
Minimum lot size	5500 square feet (7,000 square feet by Code)
Minimum livability space per lot	2500 square feet *(4,000 Square feet by Code)
Minimum front yard	20 feet (25 Feet by Code)

*Open Space within Reserve A has been equally allocated to these lots reducing the proposed livability space from 4,000 to 2,500. The per lot livability space provided within Reserve Area A is approximately 1,785 square feet.

Development Area B

Development Area B will consist of a mix of 70'x130' and 65'x130' lots with architectural standards similar to that of Development Area A. Lots shall conform to the development standards of the RS-3 zoning as established in the City of Owasso Zoning code Section 430 as it exists on the date of approval of this PUD.

Reserve Area 'A'

Reserve Area 'A' shall be established by the owner for the construction of private streets providing access to each lot owner with Development Area A and their invitees to and from the public streets within Development Area B. Gates, fencing, and landscaping, including all appurtenances incidental thereto, shall be allowed within Reserve Area 'A', provided all such improvements are approved by the City of Owasso prior to installation. Reserve Area 'A' shall be conveyed to the Homeowner's Association which shall be responsible for the maintenance of all improvements contained within that reserve.

Reserve Areas 'B', 'C', & 'D'

Reserve Areas 'B', 'C', and 'D' shall be established by the owner for the construction of a stormwater detention facility and open space park with walking trails. Such park shall be for the sole use and enjoyment of the lot owners with the development and their invitees. All structures or improvements related to the detention function of the facility shall be constructed according to City of Owasso standards. Reserve Areas 'B', 'C', and 'D' shall be conveyed to the Homeowner's Association which shall be responsible for the maintenance of all improvements contained within that reserve..

Reserve Area 'E'

Reserve Area 'E' shall be established by the owner for the construction of open space park, swimming pool or splash pad, and Public Gathering amenities. Such area shall be for the sole use and enjoyment of the lot owners with the development and their invitees. Reserve Area 'E' shall be conveyed to the Homeowner's Association which shall be responsible for the maintenance of all improvements contained within that reserve.

Private Streets

All streets within Development Area A of the PUD will be privately maintained by the Homeowner's Association. All streets shall be constructed according to the City of Owasso residential public street standards provided that a minimum reserve width of 30' will be sufficient in lieu of the required 50' right of way with a minimum radius of 44' for all cul-de-sacs. Streets shall be constructed with a minimum width of 26' face of curb to face of curb and a minimum radius of 40' within cul-de-sacs. Streets may be gated provided all such gates meet the access requirements of the City of Owasso.

Access and Circulation

All streets within Development Area B will be public streets conforming to the design standards of the City of Owasso. The street configuration will largely conform to the layout as shown on the attached conceptual site plan and preliminary plat. The primary entry to the subdivision will be derived from 76th Street North with Limits of No Access (LNA) being imposed along the portions of 76th Street not used for public street access. Two secondary points of access will be provided at the northern most stub street connection on the eastern side of Cornerstone-West as well as the stub street connection within Cornerstone Addition III.

All streets within the Development Area A will be private and will largely conform the with the attached conceptual site plan. The primary access point shall be the southernmost point indicated on the attached development plan. A secondary access, with an emergency access crash gate, will be provided at the northern connection to Development Area B. This will provide two points of access to all lots within Development Area A as required by the City of Owasso Fire Marshal. Gates will be constructed to limit public access to this portion of the subdivision and provide additional security for the lot owners. All such gates will be constructed according to the requirements of the City of Owasso. The location and configuration of the gates within Development Area B will require approval of the Fire Marshal and Public Works.

Sidewalks shall be constructed by the developer along 76th Street North and all Reserves adjacent to streets. Sidewalks along all internal streets shall be constructed by the individual lot owners at the time of home construction. Sidewalks shall be a minimum of four (4) feet in width, shall be ADA compliant, and shall be approved by the City of Owasso Public Works Department. Additional right-of-way width or a sidewalk easement may be required with Development Area A as necessary to accommodate the sidewalks.

Amenities

The development will contain amenities as outlined in section 8.29 M of the City of Owasso Zoning Code. The development will contain include a stocked fishing pond surrounded by open space parks containing walking trails. The Reserve Areas previously discussed will also include community playing fields or a disc golf course. The developer also proposes the construction of community swimming pool or spray ground along with a Pavilion or Clubhouse. The details of the final amenity package will be submitted along with the final plat. All amenities and Reserves will be maintained by the developer until such time as the subdivision is turned over to the Home Owner's Association.

Screening Walls and Fences

Interior fencing and/or walls shall not extend beyond that point nearest the street at each end corner of the residence. Fencing along 76th Street North shall be 6' feet in height and consist of wood, masonry or wrought iron material or a combination thereof. All entry features will be contained within a Fence Easement or Reserve designated on the final plat.

Requirement to Plat

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Owasso Subdivision Regulations.

Schedule of Development

Development Construction is expected to begin in fall or early winter 2016:2017.

Exhibit A

Surrounding Areas
for

Owasso 140

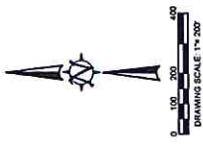
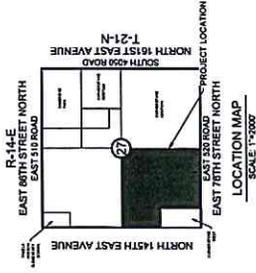
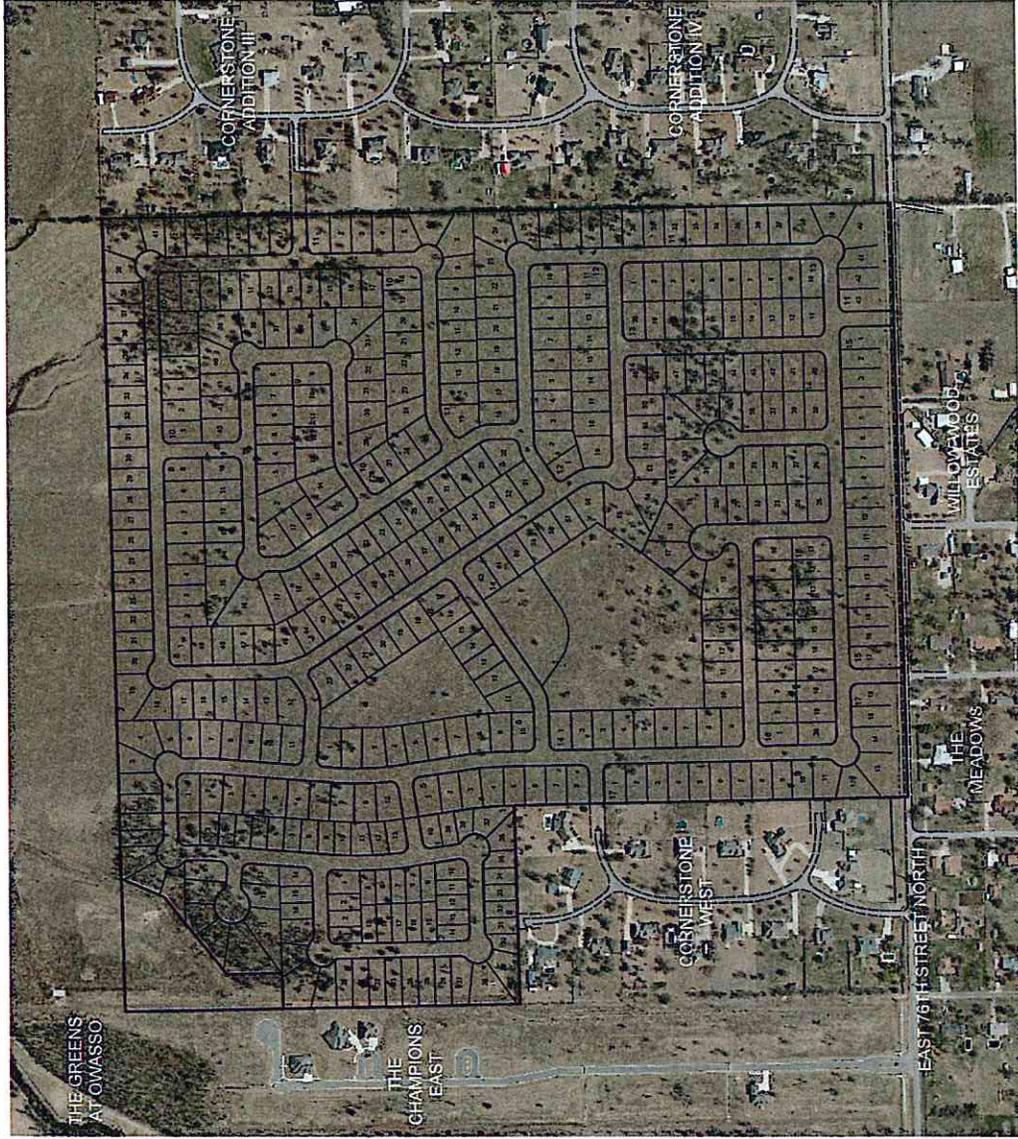
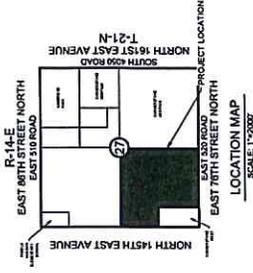
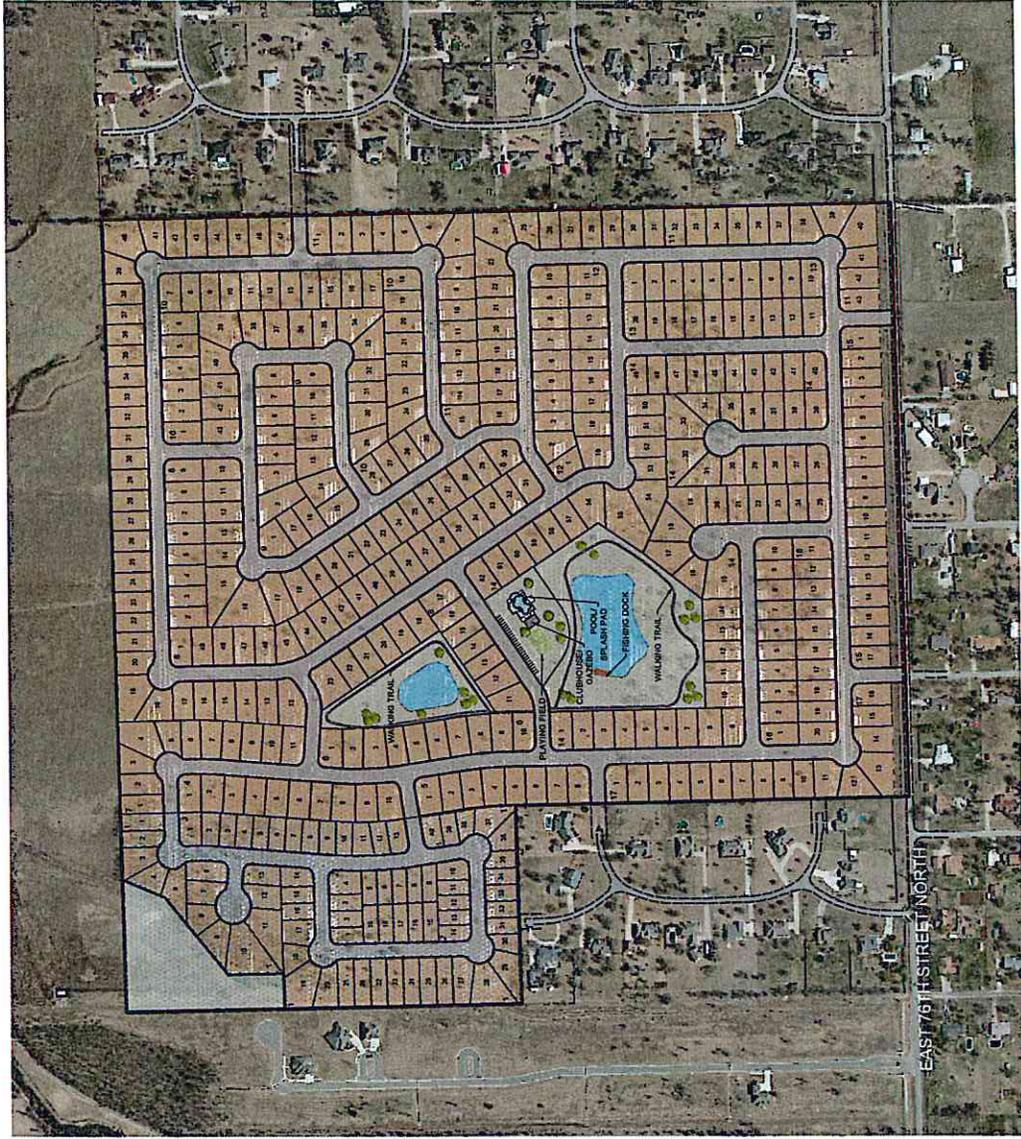


Exhibit B

Conceptual Site Plan
for

Owasso 140



LEGEND

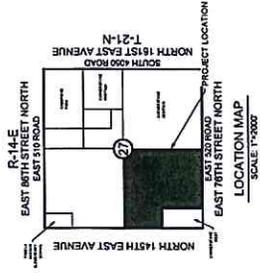
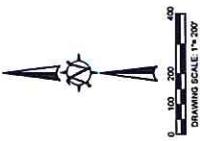
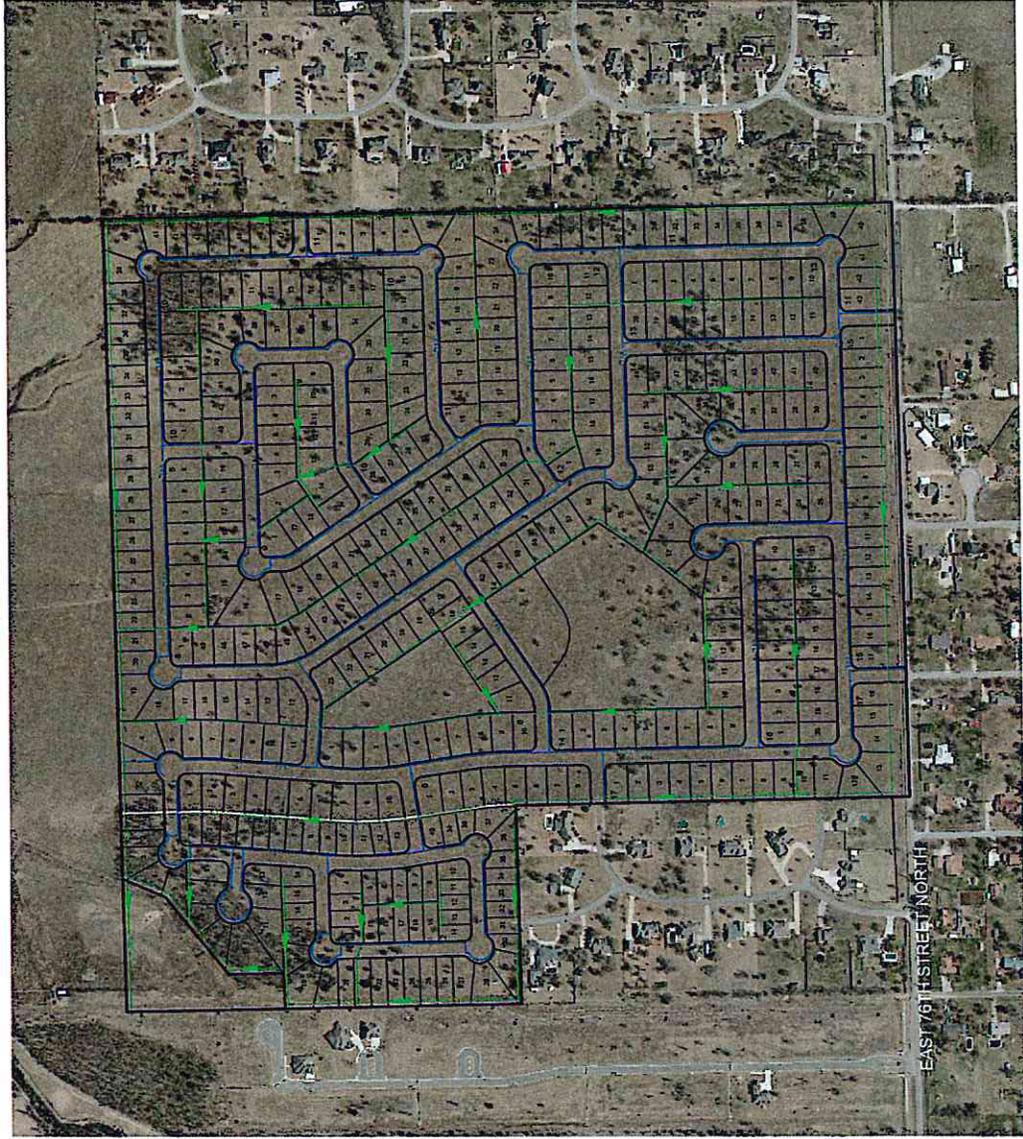
- DEVELOPMENT AREA A
- DEVELOPMENT AREA B



Exhibit C

Conceptual Utilities Plan
for

Owasso 140



LEGEND

SS PROPOSED SANITARY SEWER LINE

WL PROPOSED WATER LINE



Exhibit D

Existing Topo and Aerial
for

Owasso 140

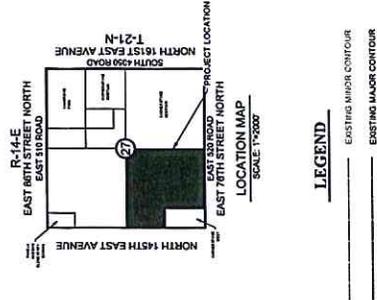
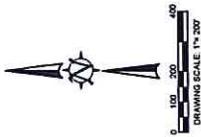
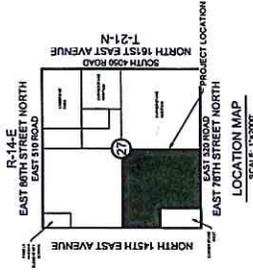
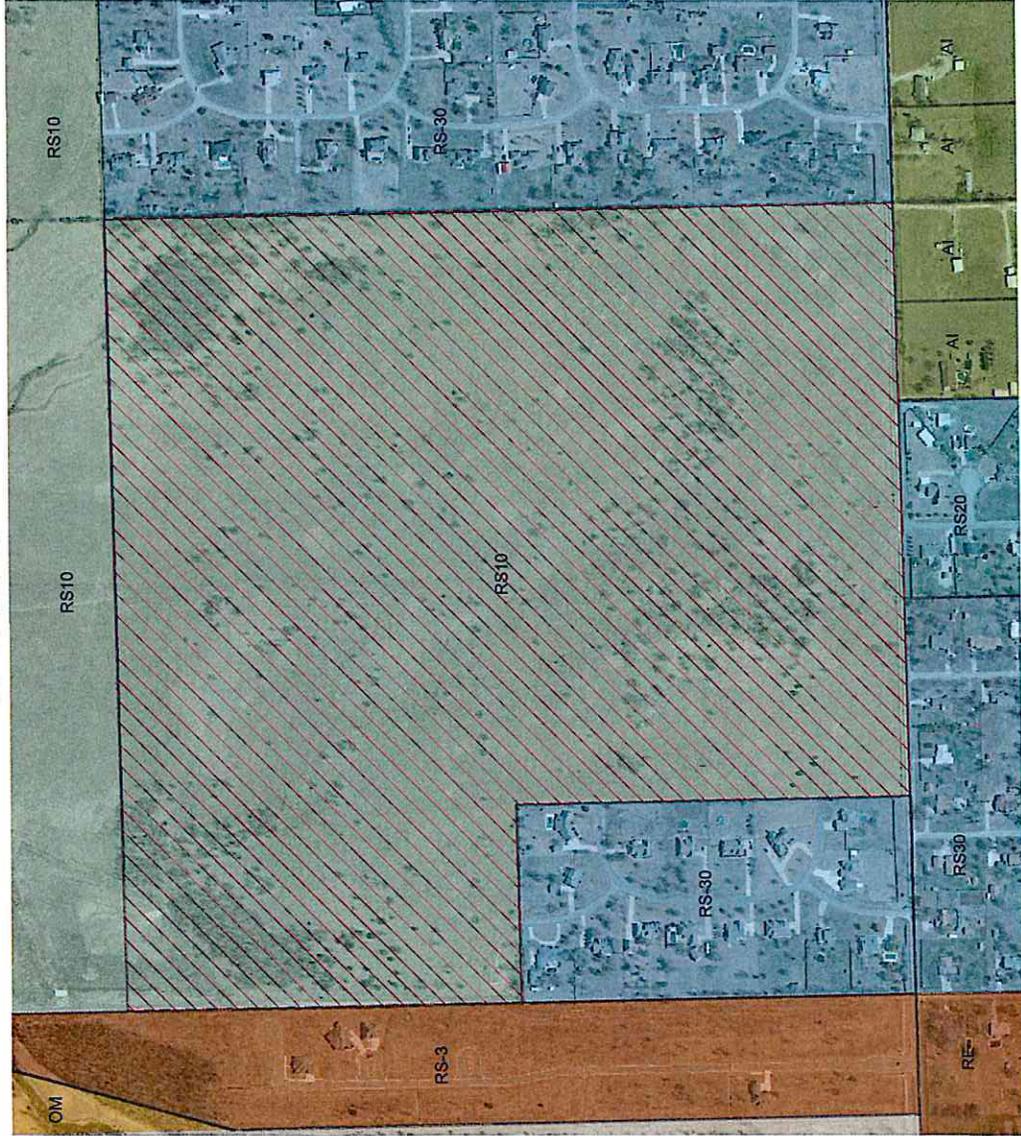
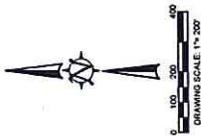


Exhibit E

Existing and Proposed Zoning
for
Owasso 140



LEGEND
 PROPOSED ZONING



Exhibit F

Overall Legal Description
for

Owasso 140

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SEVEN (27) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW/4 OF SEC.27, T-21-N, R-14-E, I.B.&M.; THENCE N 88°43'46" E A DISTANCE OF 662.58 FEET TO THE POINT OF BEGINNING BEING THE SE CORNER OF THE W/2 OF THE SW/4 OF THE SAID SW/4; THENCE N 01°11'25" W A DISTANCE OF 1318.80 FEET TO THE NE CORNER OF SAID W/2 SW/4 SW/4; THENCE S 88°42'25" W A DISTANCE OF 622.31 FEET TO THE NW CORNER OF SAID W/2 SW/4 SW/4; THENCE N 01°10'42" W A DISTANCE OF 1318.54 FEET TO THE NW CORNER OF SAID SW/4; THENCE N 88°41'03" E A DISTANCE OF 2648.15 FEET TO THE SE CORNER OF SAID SW/4; THENCE S 01°13'32" E A DISTANCE OF 2639.15 FEET TO THE SE CORNER OF SAID SW/4; THENCE S 88°43'46" W A DISTANCE OF 1987.74 FEET TO THE POINT OF BEGINNING, AND CONTAINING 140.391 ACRES, MORE OR LESS.

PLOT DATE: Wed, 01 Jun 2016 FILE: P:\211427-SOKOLOSKY\SOKOLOSKY PUD

AAB Engineering, LLC

Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2016
KS CA#2292 Exp: Dec. 31, 2016
Office: (918) 514-4283 Fax: (918) 514-4288

Exhibit F

Development Area A Legal Description
for

Owasso 140

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SEVEN (27) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW/4 OF SEC.27, T-21-N, R-14-E, I.B.&M.; THENCE N 88°43'46" E A DISTANCE OF 662.58 FEET TO THE POINT OF BEGINNING BEING THE SE CORNER OF THE W/2 OF THE SW/4 OF THE SAID SW/4; THENCE N 01°11'25" W A DISTANCE OF 1318.80 FEET TO THE NE CORNER OF SAID W/2 SW/4 SW/4; THENCE N 01°59'45" W A DISTANCE OF 102.42 FEET; THENCE N 08°54'01" W A DISTANCE OF 220.38 FEET; THENCE N 05°38'44" W A DISTANCE OF 50.08 FEET; THENCE N 08°54'01" W A DISTANCE OF 65.00 FEET; THENCE N 02°06'43" W A DISTANCE OF 100.94 FEET; THENCE N 03°13'36" E A DISTANCE OF 153.70 FEET; THENCE N 04°12'44" E A DISTANCE OF 361.05 FEET; THENCE N 01°16'14" W A DISTANCE OF 75.05 FEET; THENCE N 03°37'50" W A DISTANCE OF 50.04 FEET;

PLOT DATE: Wed, 01 Jun 2016 FILE: P:\211427-SOKOLOSKY\SOKOLOSKY PUD

AAB Engineering, LLC

Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp. June 30, 2018
KS CA#2292 Exp. Dec. 31, 2016
Office: (918) 514-4283 Fax: (918) 514-4288

Exhibit F

Development Area B Legal Description
for

Owasso 140

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SEVEN (27) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW/4 OF SEC.27, T-21-N, R-14-E, I.B.&M.; THENCE N 88°43'46" E A DISTANCE OF 662.58 FEET TO A POINT BEING THE SE CORNER OF THE W/2 OF THE SW/4 OF THE SAID SW/4; THENCE N 01°11'25" W A DISTANCE OF 1318.80 FEET TO THE TO THE POINT OF BEGINNING, BEING THE NE CORNER OF SAID W/2 SW/4 SW/4; THENCE S 88°42'25" W A DISTANCE OF 662.31 FEET; THENCE N 01°10'42" W A DISTANCE OF 1318.54 FEET; THENCE N 88°41'03" E A DISTANCE OF 660.19 FEET; THENCE S 01°16'14" E A DISTANCE OF 144.46 FEET; THENCE S 03°37'50" E A DISTANCE OF 50.04 FEET; THENCE S 01°16'14" E A DISTANCE OF 75.05 FEET; THENCE S 04°12'44" W A DISTANCE OF 361.05 FEET; THENCE S 03°13'36" W A DISTANCE OF 153.70 FEET; THENCE S 02°06'43" E A DISTANCE OF 100.94 FEET; THENCE S 08°54'01" E A DISTANCE OF 65.00 FEET; THENCE S 05°38'44" E A DISTANCE OF 50.08 FEET; THENCE S 08°54'01" E A DISTANCE OF 220.38 FEET; THENCE S 01°59'45" E A DISTANCE OF 102.48 FEET; TO THE POINT OF BEGINNING,
AND CONTAINING 19.48 ACRES, MORE OR LESS.

PLOT DATE: Wed, 01 Jun 2016 FILE: P:\211427-SOKOLOSKY\SOKOLOSKY PUD

AAB Engineering, LLC

Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2018
KS CA#2292 Exp: Dec. 31, 2016
Office: (918) 514-4283 Fax: (918) 514-4288

**CITY OF OWASSO, OKLAHOMA
ORDINANCE 1083**

AN ORDINANCE APPROVING PLANNED UNIT DEVELOPMENT APPLICATION PUD 16-04 AND ZONING APPLICATION OZ 16-05 FOR THE DEVELOPMENT OF A SINGLE FAMILY RESIDENTIAL PROJECT ON APPROXIMATELY 140.39 ACRES OF PROPERTY LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE I.B. & M, ROGERS COUNTY, STATE OF OKLAHOMA, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, public hearings have been held regarding the request for the rezoning and planned unit development of the property herein described, and

WHEREAS, the Owasso City Council has considered the recommendation of the, the Owasso Planning Commission and all statements for or against the requested planned unit development application PUD 16-04 and rezoning case OZ 16-05.

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

Section 1.

A tract of land located in the Southwest Quarter (SW/4) of Section Twenty-seven (27) of Township Twenty-one (21) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Rogers County, State of Oklahoma; being more particularly described as follows:

Commencing at the SW corner of the SW/4 of Sec.27, T-21-N, R-14-E, I.B.&M.; Thence N 88°43'46" E a distance of 662.58 feet to the Point of Beginning being the SE corner of the W/2 of the SW/4 of said SW/4; Thence N 01°11'25" W a distance of 1318.80 feet to the NE corner of said W/2 SW/4 SW/4; Thence S 88°42'25" W a distance of 662.31 feet to the NW corner of said W/2 SW/4 SW/4; Thence N 01°10'42" W a distance of 1318.54 feet to the NW corner of said SW/4; Thence N 88°41'03" E a distance of 2648.15 feet to the NE corner of said SW/4; Thence S 01°13'32" E a distance of 2639.15 feet to the SE corner of said SW/4; Thence S 88°43'46" W a distance of 1987.74 feet to the Point of Beginning, and containing 140.391 acres, more or less.

is hereby zoned from AG (Agriculture) to RS-3 (PUD 16-04) (Residential Single Family with a PUD overlay) District. The Site Development Plan and Statement of Intent shall be followed for any development of the described property.

Section 2. That all ordinances or parts of ordinances in conflict herewith be, and the same are hereby expressly repealed.

Section 3. All ordinances, or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 4. 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 5. The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

Section 6. That there be filed in the office of the County Clerk of Rogers County, Oklahoma, a true and correct copy of this Ordinance.

PASSED AND APPROVED this 19th day of July, 2016.

Lyndell Dunn, Mayor

ATTEST:

Sherry Bishop, City Clerk

(SEAL)

APPROVED AS TO FORM:

Julie Lombardi, City Attorney



TO: The Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Specific Use Permit – SUP-16-02, IQ Car Wash

DATE: July 15, 2016

BACKGROUND:

The City of Owasso received an application for review and approval of a Specific Use Permit for IQ Car Wash. The property is located at 8702 N Garnett Road.

SURROUNDING ZONING:

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

SUBJECT PROPERTY/PROJECT DATA:

Property Size	1.70 acres
Current Zoning	CG (Commercial General)
Proposed Use	Commercial
Lots/Blocks	N/A
Number of Reserve Areas	N/A
Within PUD?	No
Within Overlay District?	US-169 Overlay
Water Provider	City of Owasso
Applicable Paybacks	Storm siren fee of \$35/acre
Streets (public or private)	N/A

ANALYSIS:

A Specific Use Permit (SUP) is required in certain zoning districts for uses that may be a bit more intensive than what is allowed through the City of Owasso Zoning Code. This property is located within the US-169 Overlay District which does not allow for Auto Wash developments unless submitted with a Specific Use Permit. An auto wash within the US-169 Overlay District requires an

SUP because it often is associated with noise, traffic and additional lighting for the site. Although this location is adjacent to one residential lot, the applicant has designed the site in order to try to mitigate impacts to the surrounding area. The applicant buffered the car wash elements from the residential uses by locating the vacuum station to the south of the property and adding a large buffer of open space landscape area at the north. The car wash building will be located approximately 74 feet from the property line, where a typical commercial development is only required to have a 20 foot setback. The site will have 20,520 square feet of total landscape area, which is significant for a development of this size.

The development has a total of 9 car wash bays, with 3 of those bays as automatics. A covered vacuum area is located to the south of the development with a central vacuum system located under a portion of the structure's roof. Ample stacking space on the site is provided in order to address traffic issues along N Garnett Rd. The building will be constructed with split-faced block and asphalt shingles on the roof, meeting the US-169 Overlay District standards.

PLANNING COMMISSION:

The Owasso Planning Commission considered this item at their meeting on July 11, 2016, voting 5-0 to recommend approval with the following conditions:

- 8' tall screening fence to provide additional buffering along the NW boundary of the site, including increased landscaping.
- Additional screening around site dumpster.

RECOMMENDATION:

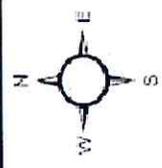
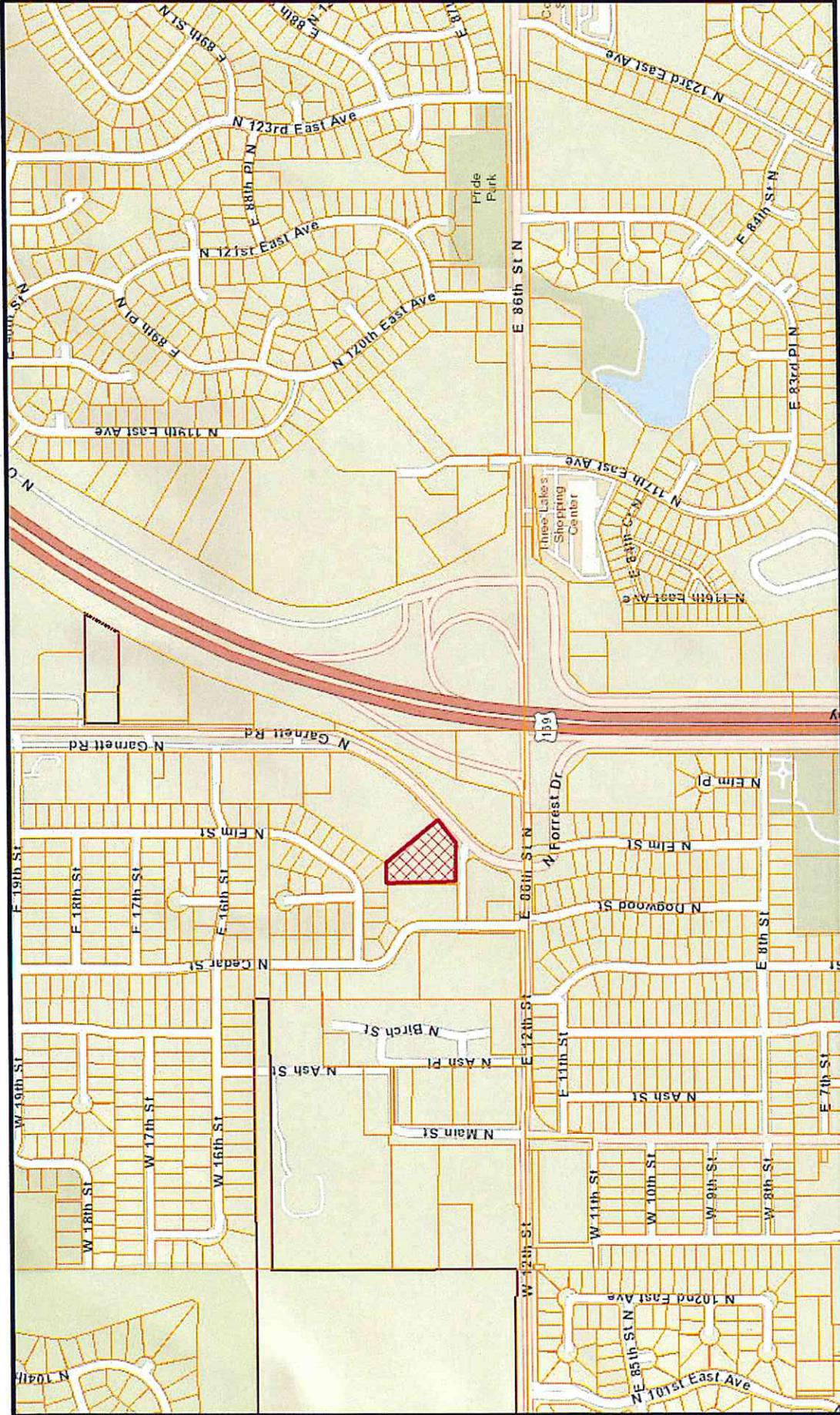
Staff recommends approval of Specific Use Permit 16-02 with the following conditions:

- 8' tall Screening fence to provide additional buffering along the northwest boundary of the site, including increased landscaping
- Additional screening around site dumpster.

ATTACHMENTS:

Area Map
Aerial Map
SUP Site Plan and Supporting Documentation – IQ Car Wash
Building Elevations

Specific Use Permit 16-02



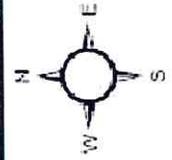
06/10/2016

I Q Car Wash

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

Specific Use Permit 16-02



06/10/2016

I Q Car Wash

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.



2308 S 27th Street, Queen Creek, AZ 85343
 P 483.552.2000 F 483.554.1218
 info@ecdesign.com

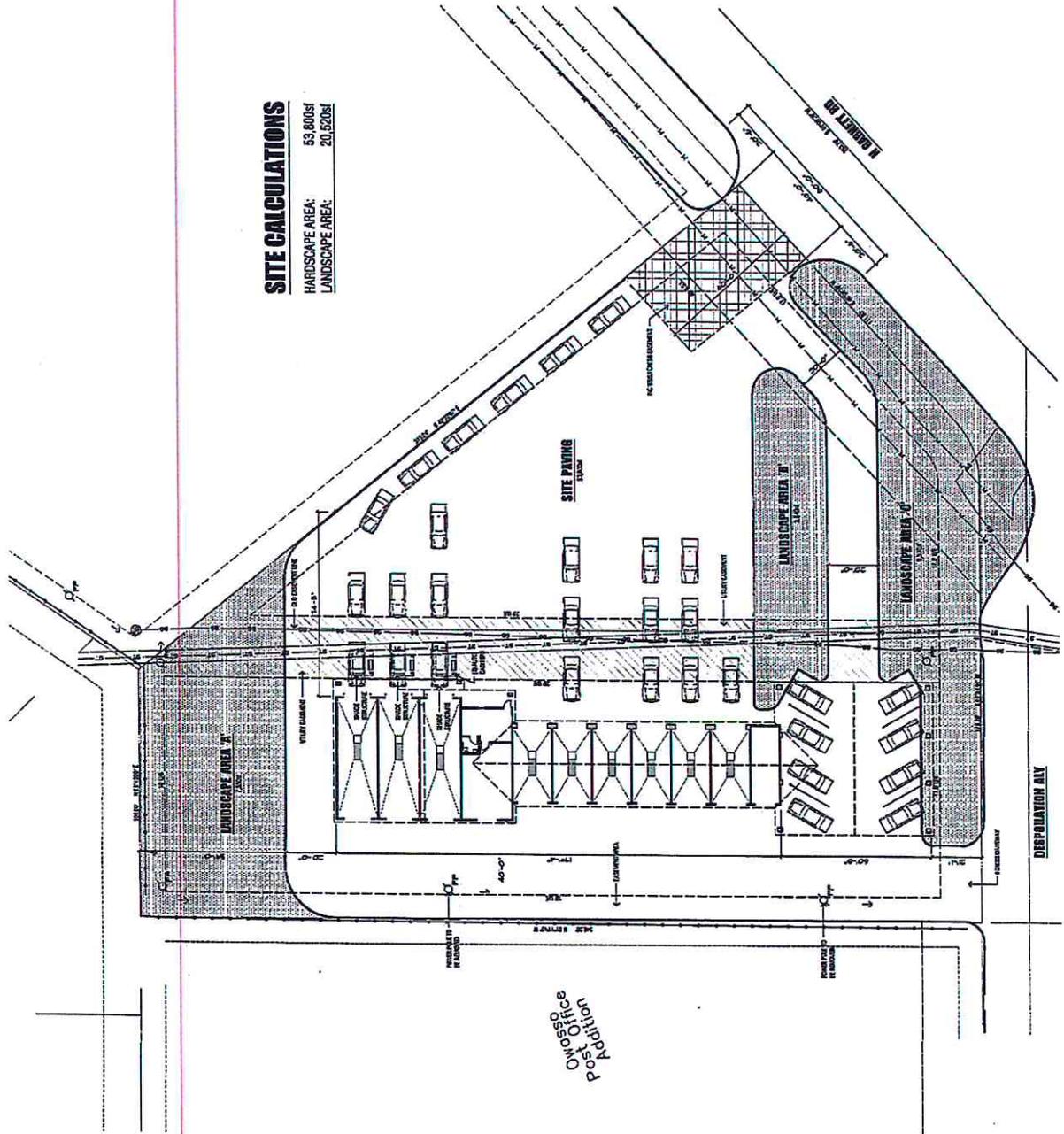
Designs Architecture & Interiors
E.C.

10 CAR WASH FOR
SCOTT SHEPHERD
 ADDRESS
 CHASSA, OK

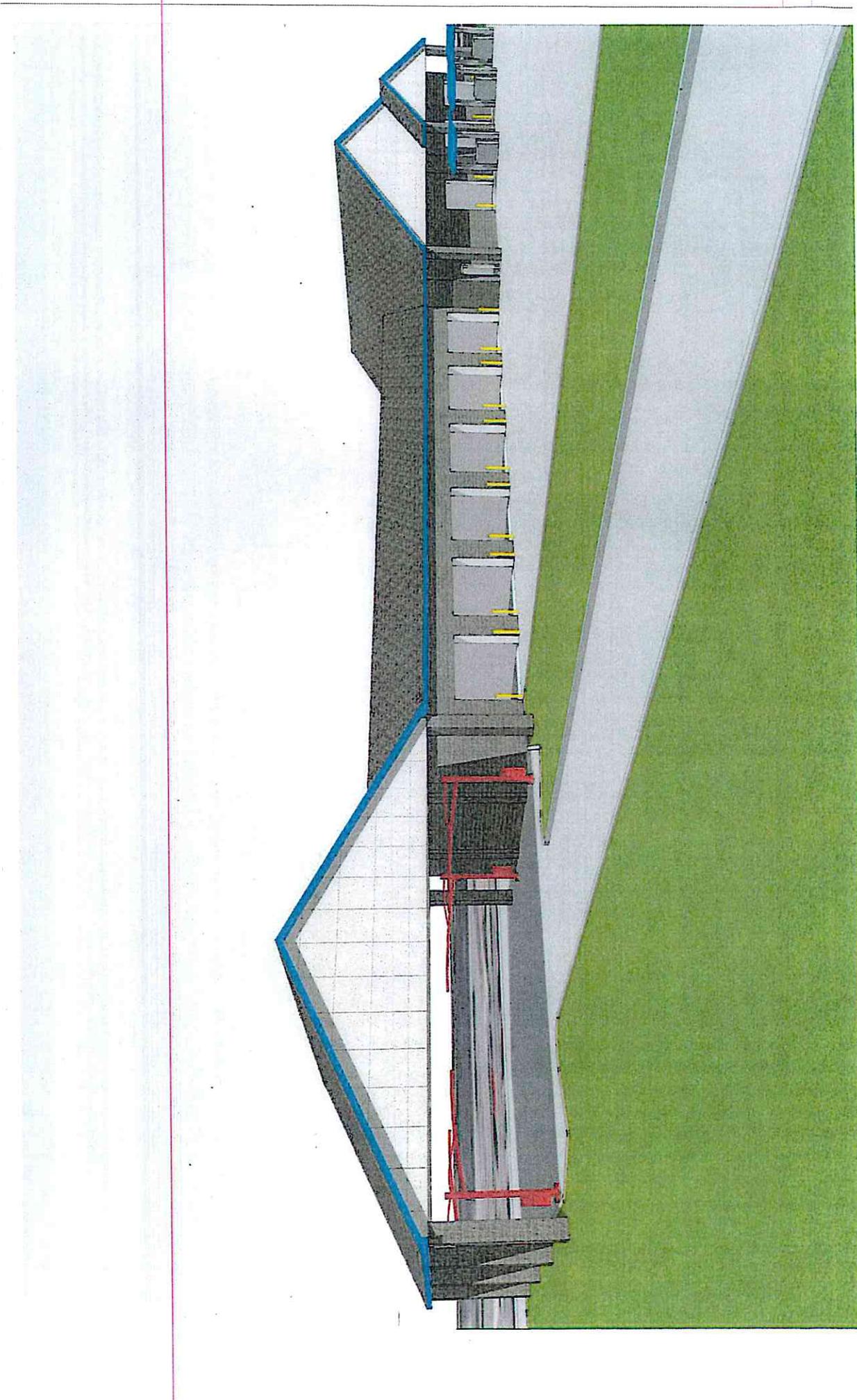
PROJECT	10 CAR
DATE	04/11/2016
FILE NAME	
SCALE	
DATE	

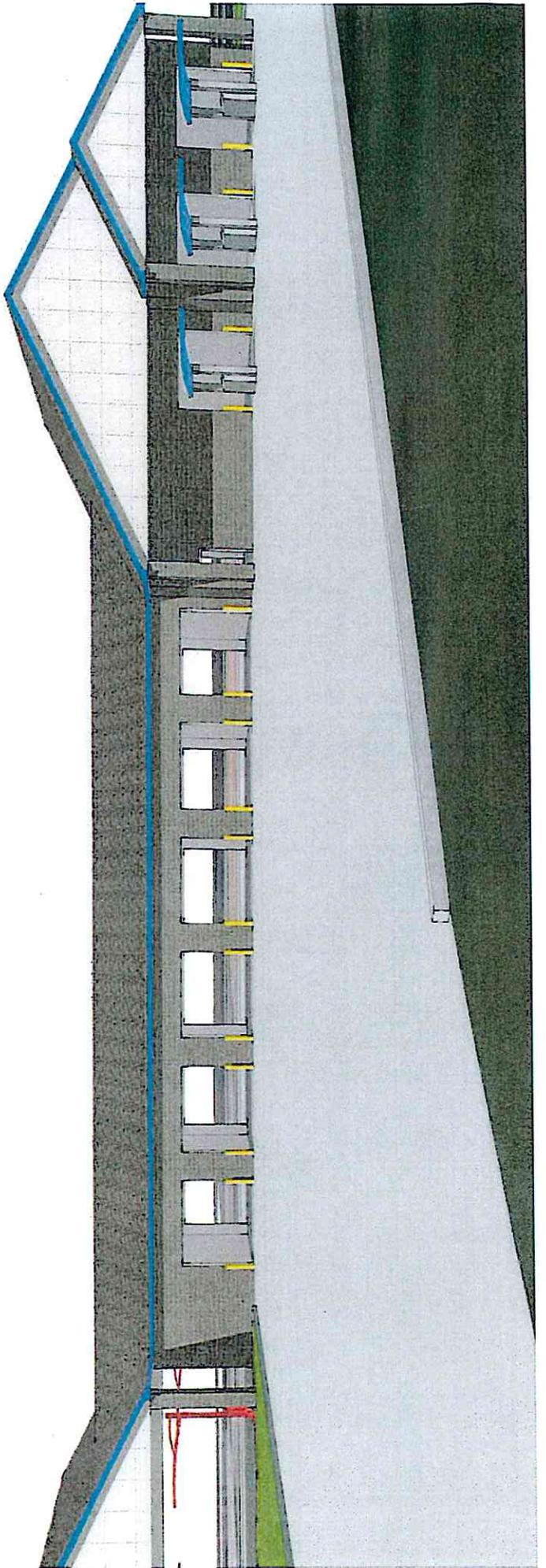
SITE CALCULATIONS

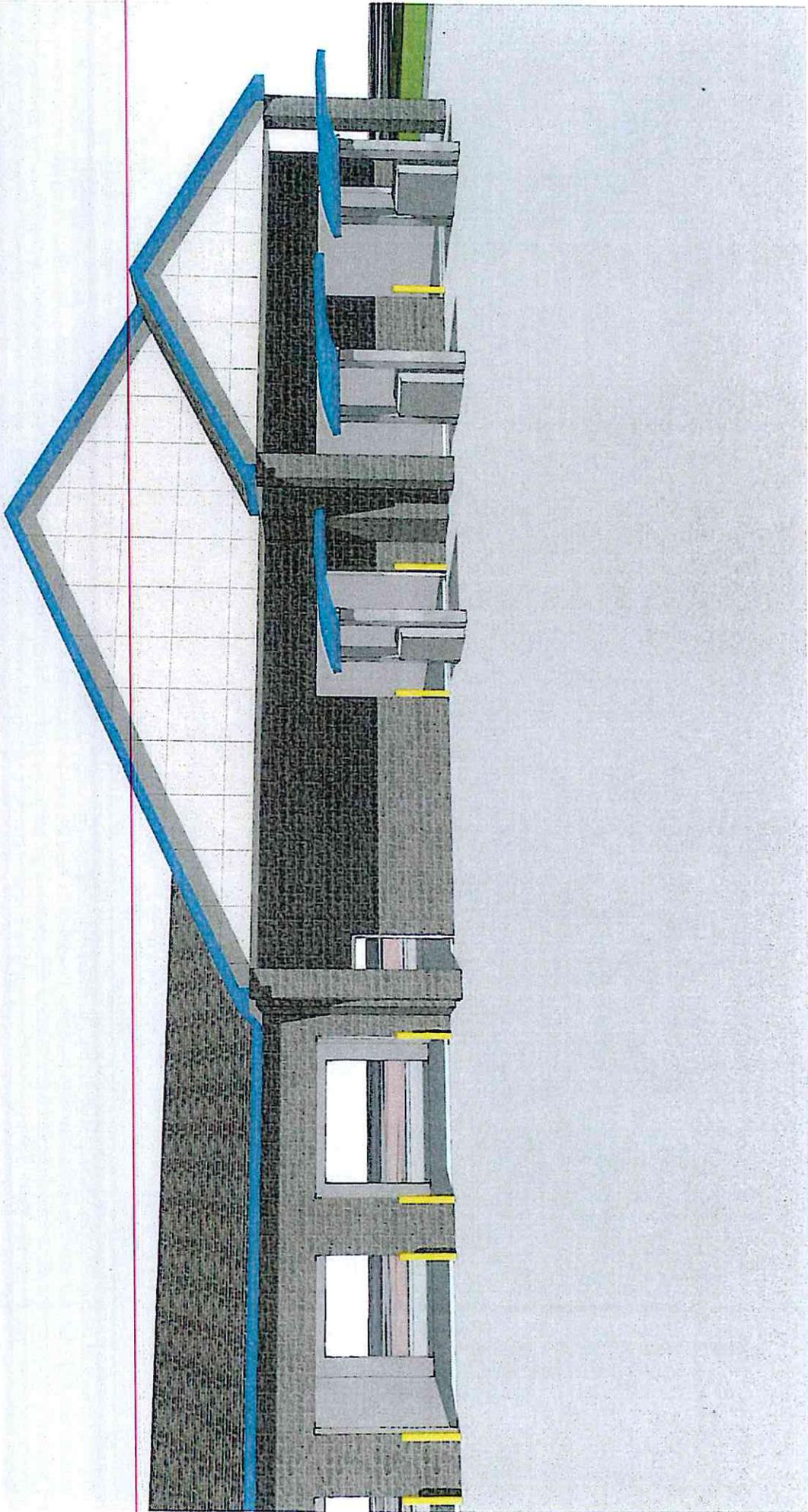
HARDSCAPE AREA: 53,600sf
 LANDSCAPE AREA: 20,520sf



Post Office Addition









TO: The Honorable Mayor and City Council
City of Owasso

FROM: Roger Stevens
Public Works Director

SUBJECT: Three Lakes Channel/Ator Heights Stormwater Drainage Improvements

DATE: July 15, 2016

BACKGROUND:

Staff is seeking Council approval for a budget amendment to the General Fund and the Stormwater Fund and to award a construct contract for necessary stormwater drainage repairs.

Three Lakes Channel - In the spring of 2016, the owner of Goldie's Hamburgers requested Public Works staff look at the access point that crosses over the upper end of the Three Lakes Channel. The drainage channel runs between the restaurant and the US 169 Service Road. Three (3) 60" corrugated metal culverts, which drain water from the E 86th Street North /US 169 Interchange, have major defects. As a result, the asphalt access point into the restaurant has lowered in elevation approximately 8" to 12" and a full pipe replacement is needed.

Ator Heights - When video inspecting the drainage system, staff found major defects with the concrete line and storm inlet boxes within the area of Ator Heights III, Extended, north of the Post Office. Because the line is under a concrete roadway in Ator Heights, this particular pipe needs replacement immediately.

PROPOSED IMPROVEMENTS:

Staff entered into an agreement with Kellogg Engineering to fast-track the design improvements. In May 2016, Kellogg Engineering proposed improvements for the two projects.

For the Three Lakes Channel (under the asphalt access into the business), the engineers used the City of Owasso's hydraulic model to size the new conduits. Two - 10' x 5' reinforced concrete boxes will allow the channel to be extended on both sides without the need for future replacement. Engineering estimate for material, construction and labor is \$270,000.

The Ator Heights III, Extended project is a little more complicated. A concrete junction box in the pavement on North Elm Street started sinking due to water undermining the area in two places. The proposal is to replace the pipe and construct a trench drain upstream of the box to catch the runoff and pipe it away from the area. Engineering estimate for material, construction and labor is \$64,500.

ADVERTISING FOR BIDS:

Advertisements for bids were published on June 22 and June 29, 2016, in accordance with state law and a voluntary pre-bid meeting was held on July 6, 2016 with seven (7) contractors in attendance. The bid opening was held on July 13, 2016.

BID OPENING:

Four (4) bidders submitted bids on this project. The bid results are included in the following Table:

Bidder	Total Bid	Bidder	Total Bid
Magnum Construction	\$339,649.00	Cherokee Pride	\$367,016.00
Triangle Construction	\$399,309.00	CPI	\$406,545.21
Engineer's Estimate	\$334,500.00		

The low bidder was Magnum Construction, Incorporated of Broken Arrow, Oklahoma.

FUNDING:

Funding is not available in the FY 2017 Stormwater Fund Budget. Thus, a budget amendment appropriating funds in the General fund for the purpose of transfer to the Stormwater Fund is being requested.

RECOMMENDATION:

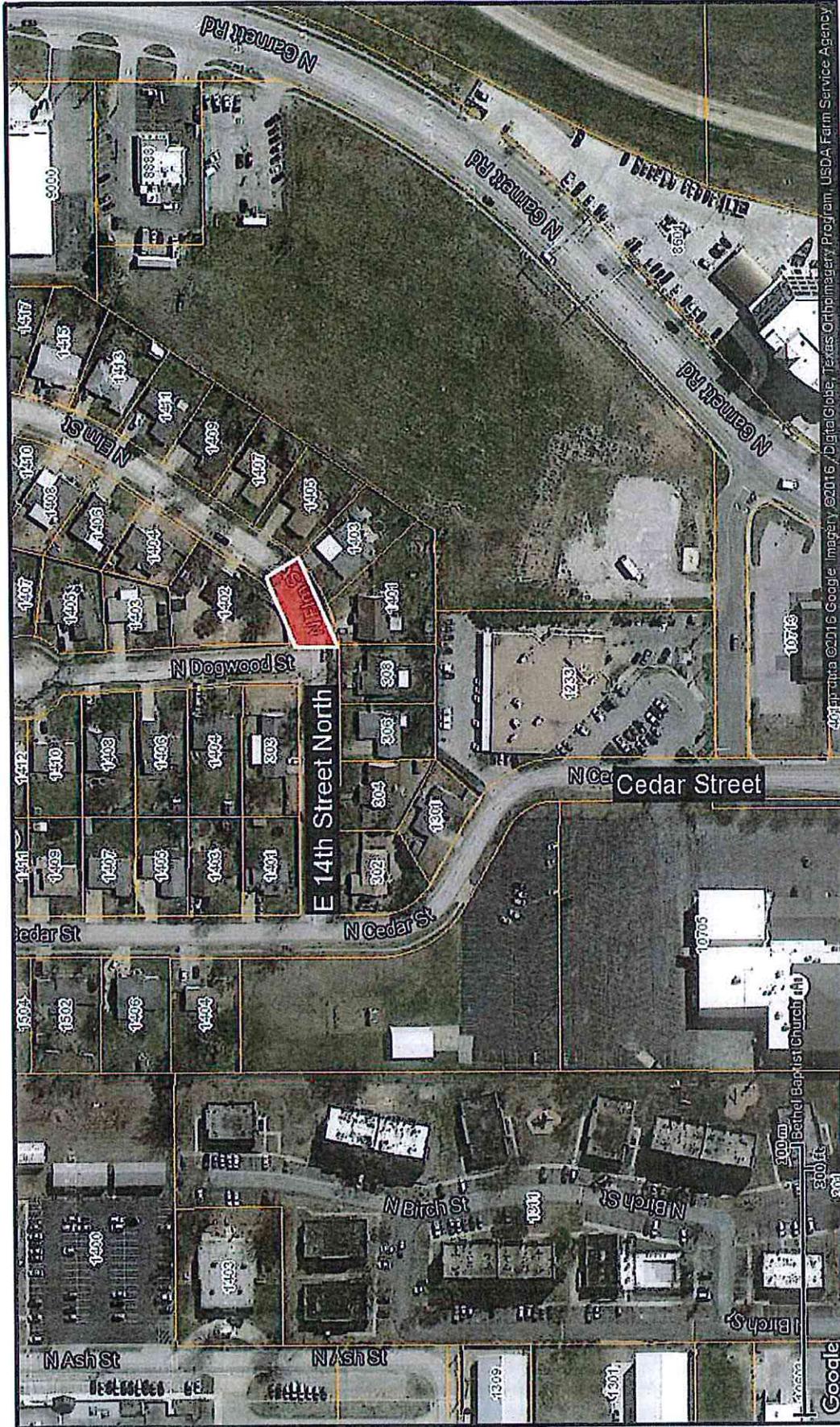
Staff recommends approval of a budget amendment in the General Fund, increasing the appropriation for expenditures by \$339,649 and increasing both the estimated revenues and the appropriation for expenditures in the Stormwater Fund by \$339,649.

Staff further recommends approval to award a construction contract to Magnum Construction, Incorporated of Broken Arrow, Oklahoma, for a total contract amount of \$339,649 and authorization for the Mayor to execute the contract.

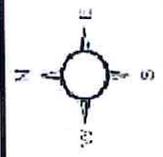
ATTACHMENTS:

- Location Maps
- Contract Document

Stormwater Improvements



©2016 Google, Imagery ©2016 Google, DigitalGlobe, Texas Orthophotography Program, USDA Farm Service Agency



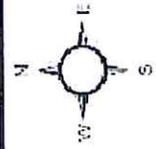
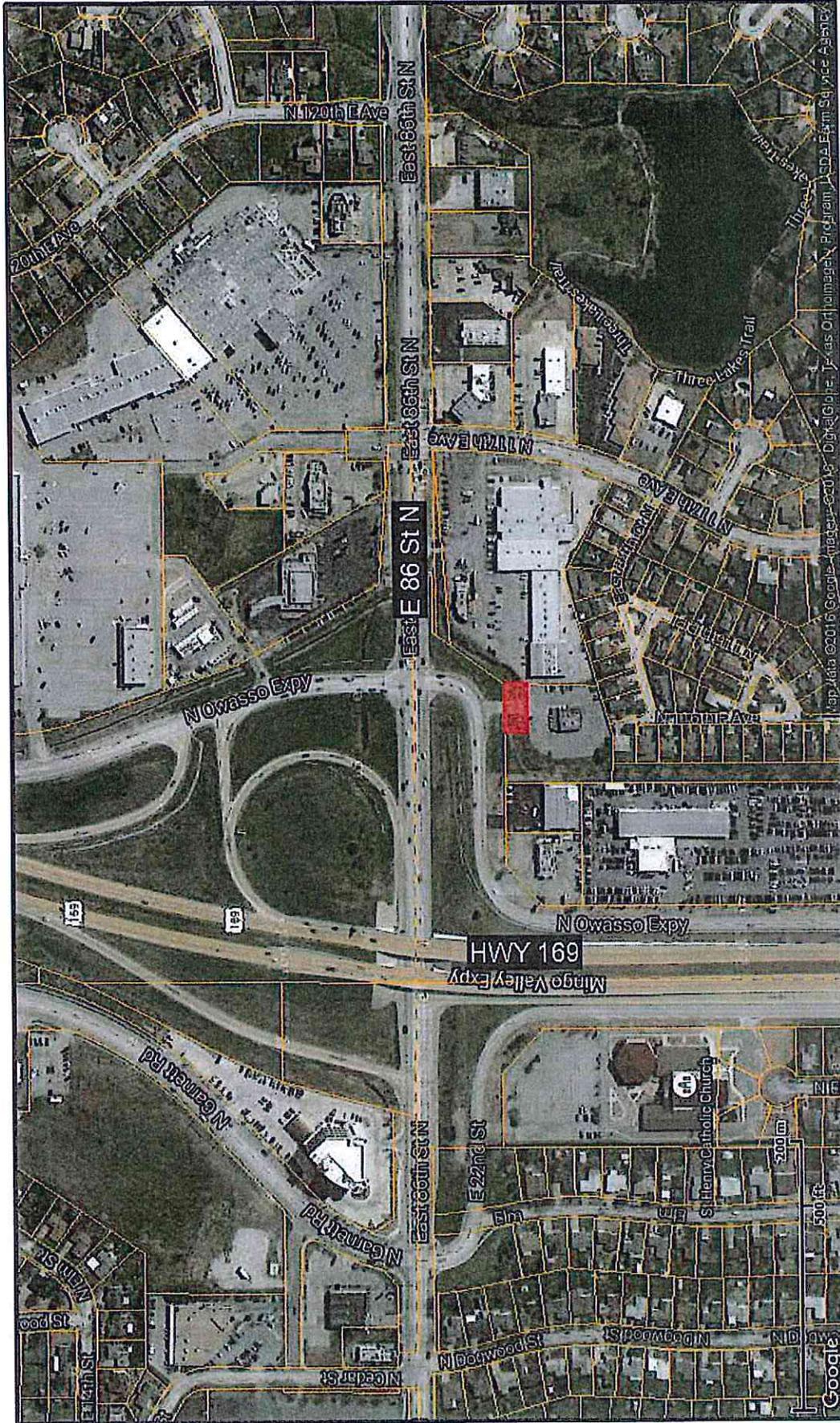
06/09/2016

Ator Heights

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.

Stormwater Improvements



06/09/2016

Goldies
Stormwater
Improvements

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.

SECTION 00300

AGREEMENT

THIS AGREEMENT is dated as of the 19th day of July, 2016, by and between City of Owasso (hereinafter called OWNER) and Magnum Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ATOR HEIGHTS ANDTHREE LAKES STORM DRAINAGE IMPROVEMENTS
PROJECT
CITY OF OWASSO, OKLAHOMA**

The project for which the Work under the contract documents may be the whole or only a part, is described as follows:

Repair trip hazards and installation of new sidewalk within the CDBG grant areas of Owasso.

ARTICLE 2. DEPARTMENT

The PROJECT has been assigned by the OWNER to the DEPARTMENT (City of Owasso Public Works). The DEPARTMENT Director, Project Administrator and City Engineer are the duly authorized representatives of the OWNER who will assume the duties and responsibilities and will have the rights and authority assigned to DEPARTMENT in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within Ninety (90) calendar days from the date of Notice to Proceed; and completed and ready for final payment in accordance with the General Conditions within One Hundred Twenty (120) calendar days from the date of Notice to Proceed, which will be on or before _____, _____.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not

substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER, if the Work is any such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each consecutive calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the amount agreed upon in CONTRACTOR'S bid.

4.2 CONTRACTOR understands that the estimated quantities are not guaranteed and that the determination of actual quantities and their classification is to be made by the OWNER at the time of application for payment.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions on the Pay Estimate Forms included as Exhibit "A" to this Agreement. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with the City of Owasso's Payment Schedule included as Exhibit "B" to this Agreement during construction as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Progress payments shall not exceed an amount equal to 90% of the WORK completed until such time as CONTRACTOR shall complete in excess of fifty percent (50%) of the contract amount.

5.1.2 Upon completion in excess of fifty percent (50%) of the total contract amount, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the WORK completed, less such amounts as OWNER shall determine in accordance with the General Conditions, provided that OWNER has determined that satisfactory progress is being made, and upon approval by the Surety.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself/herself with the nature and extent of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports or explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Consultants do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or continuous to the site. Contractor has obtained and carefully studied (or assume responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as (s)he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the

Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Conditions.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.7 CONTRACTOR has obligated himself/herself to the OWNER to be responsible for the workmanship, labor and materials used in the project for two (2) years after the project has been accepted by the OWNER.

6.8 CONTRACTOR understands that (s)he will be exempt from all sales tax on materials and other items necessary for the completion of the project. The OWNER has issued him a Certification of Tax Exempt Project enclosed as Exhibit "C" of this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

- 7.1 This Agreement (pages 1 to 6 inclusive).
- 7.2 Exhibits "A", "B", "C" and "D" to this Agreement.
- 7.3 Advertisement for Bids (Section 00100).
- 7.4 Requirements for Bidders (Section 00110).
- 7.5 Instructions to Bidders (Section 00120).
- 7.6 Bid (Section 00200).
- 7.7 Bid Bond (Section 00210).
- 7.8 Bid Affidavits (Section 00220).
- 7.9 Statement of Bidders Qualifications (Section 00230).
- 7.10 Certificate of Non-Discrimination (Section 00240).
- 7.11 Performance Bond (Section 00410).

- 7.12 Maintenance Bond (Section 00420).
- 7.13 Statutory payment Bond (Section 00430).
- 7.14 Notice of Award (Section 00510).
- 7.15 Notice to Proceed (Section 00520).
- 7.16 Change Order (Section 00600).
- 7.17 General Conditions (Section 00700).
- 7.18 Project Specifications (Section 00800).
- 7.19 Special Provisions (Section 00900).
- 7.20 Project Drawings, consisting of Sheets 1 to 6, inclusive, and Standard Drawings.
- 7.21 Addendum Numbers 1 to 1 , inclusive.
- 7.22 Documentation submitted by CONTRACTOR prior to Notice of Award (pages to inclusive).
- 7.23 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns, and legal representatives to the other party hereto, his/her partners,

successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 The Agreement (or remaining portions thereof) should continue in effect, be valid and binding upon both parties even if a provision or part of the Contract Documents should be held void or unenforceable by law.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement in duplicate. One counterpart has been delivered to CONTRACTOR, the other belongs to OWNER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on July 19, 2016.

OWNER: City of Owasso

CONTRACTOR: Magnum Construction

By _____

By _____

(SEAL)

(SEAL)

ATTEST:

Title

Title

Address for giving notices:



TO: The Honorable Mayor and City Council
City of Owasso

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

SUBJECT: 2015-16 CDBG Baptist Children's Home Sidewalk Project
Construction Contract Bid Award

DATE: July 15, 2016

BACKGROUND:

On April 7, 2015, City Council approved Resolution 2015-05 which authorized the City's participation in the Tulsa County CDBG Urban County and execution of the cooperation agreement which included the project eligible for funds through the Community Development Block Grant (CDBG), administered through INCOG and the Oklahoma Department of Commerce.

The 2015-16 project is to construct new sidewalk from the southwest corner of the Baptist Children Home administration building to where sidewalk currently terminates on N 127 E Ave and approximately E 71 St N (see attached map). Additive alternate bids were included to continue south to the next driveway and to extend the sidewalk to the Baptist Retirement Center community building, if funds allow.

ADVERTISING FOR BIDS:

Advertisements for bids were published on May 25 and June 1, 2016, in accordance with state law and a mandatory pre-bid meeting was held at City Hall on June 15, 2016 with six (6) contractors in attendance. The bid opening was held on June 28, 2016, at City Hall.

BID OPENING

Three (3) companies submitted bids on this project. The low bidder is Magnum Construction, Incorporated of Broken Arrow, Oklahoma. The bid results are included in the following Table:

Bidder	Base Bid	Add. Alt. 1	Add. Alt. 2	Total Base Bid+Add Alts
Magnum Construction	\$45,275.00	\$19,065.00	\$20,159.00	\$84,499.00
S&L Construction	\$41,255.00	\$27,184.00	\$19,640.00	\$88,079.53
Ira Green Construction	\$41,422.50	\$24,455.75	\$22,304.00	\$88,182.25
<i>Engineer's Estimate</i>	\$46,006.02	\$23,254.68	\$27,043.50	\$96,304.20

FUNDING:

The Base Bid plus additive alternates are within the funds available from CDBG (\$106,500.00).

RECOMMENDATION:

Staff recommends approval to award a construction contract to Magnum Construction of Broken Arrow, Oklahoma to include the base project, plus Alternate #1 and #2 for a total contract amount of \$84,499.00 and authorization for the Mayor to execute the contract.

ATTACHMENTS:

Location Map
Construction Contract

SECTION 00300

AGREEMENT

THIS AGREEMENT is dated as of the 19th day of July, 2016, by and between City of Owasso (hereinafter called OWNER) and Magnum Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**FY 2015-16 CDBG SIDEWALK PROJECT ON 127TH EAST AVE
CITY OF OWASSO, OKLAHOMA**

The project for which the Work under the contract documents may be the whole or only a part, is described as follows:

Repair trip hazards and installation of new sidewalk within the CDBG grant areas of Owasso.

ARTICLE 2. DEPARTMENT

The PROJECT has been assigned by the OWNER to the DEPARTMENT (City of Owasso Public Works). The DEPARTMENT Director, Project Administrator and City Engineer are the duly authorized representatives of the OWNER who will assume the duties and responsibilities and will have the rights and authority assigned to DEPARTMENT in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within sixty (60) calendar days from the date of Notice to Proceed; and completed and ready for final payment in accordance with the General Conditions within ninety (90) calendar days from the date of Notice to Proceed, which will be on or before _____, _____.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss

suffered by OWNER, if the Work is any such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each consecutive calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the amount agreed upon in CONTRACTOR'S bid.

4.2 CONTRACTOR understands that the estimated quantities are not guaranteed and that the determination of actual quantities and their classification is to be made by the OWNER at the time of application for payment.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions on the Pay Estimate Forms included as Exhibit "A" to this Agreement. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with the City of Owasso's Payment Schedule included as Exhibit "B" to this Agreement during construction as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Progress payments shall not exceed an amount equal to 90% of the WORK completed until such time as CONTRACTOR shall complete in excess of fifty percent (50%) of the contract amount.

5.1.2 Upon completion in excess of fifty percent (50%) of the total contract amount, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the WORK completed, less such amounts as OWNER shall determine in accordance with the General Conditions, provided that OWNER has determined that satisfactory progress is being made, and upon approval by the Surety.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself/herself with the nature and extent of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports or explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Consultants do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or continuous to the site. Contractor has obtained and carefully studied (or assume responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as (s)he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Conditions.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.7 CONTRACTOR has obligated himself/herself to the OWNER to be responsible for the workmanship, labor and materials used in the project for two (2) years after the project has been accepted by the OWNER.

6.8 CONTRACTOR understands that (s)he will be exempt from all sales tax on materials and other items necessary for the completion of the project. The OWNER has issued him a Certification of Tax Exempt Project enclosed as Exhibit "C" of this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

- 7.1 This Agreement (pages 1 to 6 inclusive).
- 7.2 Exhibits "A", "B", "C" and "D" to this Agreement.
- 7.3 Advertisement for Bids (Section 00100).
- 7.4 Requirements for Bidders (Section 00110).
- 7.5 Instructions to Bidders (Section 00120).
- 7.6 Bid (Section 00200).
- 7.7 Bid Bond (Section 00210).
- 7.8 Bid Affidavits (Section 00220).
- 7.9 Statement of Bidders Qualifications (Section 00230).
- 7.10 Certificate of Non-Discrimination (Section 00240).
- 7.11 Performance Bond (Section 00410).
- 7.12 Maintenance Bond (Section 00420).
- 7.13 Statutory payment Bond (Section 00430).
- 7.14 Notice of Award (Section 00510).
- 7.15 Notice to Proceed (Section 00520).

- 7.16 Change Order (Section 00600).
- 7.17 General Conditions (Section 00700).
- 7.18 Project Specifications (Section 00800).
- 7.19 Special Provisions (Section 00900).
- 7.20 Project Drawings, consisting of Sheets 1 to 6, inclusive, and Standard Drawings.
- 7.21 Addendum Numbers _1_ to _1_, inclusive.
- 7.22 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___ inclusive).
- 7.23 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns, and legal representatives to the other party hereto, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 The Agreement (or remaining portions thereof) should continue in effect, be valid and binding upon both parties even if a provision or part of the Contract Documents should be held void or unenforceable by law.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement in duplicate. One counterpart has been delivered to CONTRACTOR, the other belongs to OWNER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on **July 19, 2016.**

OWNER: City of Owasso

CONTRACTOR: Magnum Construction

By _____

By _____

(SEAL)

(SEAL)

ATTEST:

Title

Title

Address for giving notices:



TO: The Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Bailey Ranch Golf Course Pond Dam Repair Project
Bid Award

DATE: July 15, 2016

BACKGROUND:

The City of Owasso Bailey Golf Course was designed and constructed in the 1990's. On hole #3, there are two ponds separated by an earthen dam. The two ponds are used for irrigation, detention and act as a water hazard on the course. The original plans show that the original project intended to have a concrete retaining wall/concrete weir between the two ponds to control water level. However, an earthen berm was constructed, assuming to reduce costs.

Over the last few years, the overflow from the north pond to the south pond has eroded the pond berm. Staff has tried to repair the erosion by filling the void with concrete, rocks and soil. As the hole has grown larger over the years, the ability for the pond to detain and hold enough water for irrigation has been diminished.

Golf course staff and Engineering have designed a project to cut the berm down, construct a retaining wall with discharge weir and reconstruct the berm. The project will control the flow of the water between the ponds and allow for more storage and detention downstream.

ADVERTISING FOR BIDS:

Advertisements for bids were published on May 25 and June 1, 2016, in accordance with state law and a mandatory pre-bid meeting was held at City Hall on June 15, 2016 with six (6) contractors in attendance. The bid opening was held on June 28, 2016, at City Hall.

BID OPENING:

Two (2) bidders submitted bids on this project. The bid results are included in the following Table:

Bidder	Base Bid	Add. Alternate	Total Base Bid+Add Alt.
Lowery Construction Services, Inc.	\$87,049.00	\$44,014.00	\$137,699.00
Earth Smart Construction	\$96,500.00	\$89,120.00	\$197,965.00
Engineer's Estimate	\$75,000.00	\$50,000.00	\$125,000.00

The low bidder is Lowery Construction Services, Incorporated of Tulsa, Oklahoma. The Base Bid is higher than the engineering estimate and budget of \$75,000.00; however, the Stormwater Fund has the available funds to complete this project.

FUNDING:

Funds are available in the Stormwater Fund.

RECOMMENDATION:

Staff recommends approval to award a construction contract to Lowery Construction Services, Incorporated of Tulsa, Oklahoma to include only the base bid, for a total contract amount of \$87,049.00 and authorization for the Mayor to execute the contract.

ATTACHMENTS:

Location Map
Contract Documents

SECTION 00300

AGREEMENT

THIS AGREEMENT is dated as of the 19th day of July, 2016, by and between City of Owasso (hereinafter called OWNER) and Lowery Construction Services, Inc (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BAILEY RANCH GOLF COURSE POND DAM
REPAIR/ RETAINING WALL PROJECT
CITY OF OWASSO, OKLAHOMA

The project for which the Work under the contract documents may be the whole or only a part, is described as follows:

Partial headwall and retaining wall removal and reconstruction with an addition of a concrete apron and an upgrade of a water line crossing at that location.

ARTICLE 2. ENGINEER

The project has been assigned to the Project Manager or his/her duly authorized representative, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within **sixty (60)** calendar days from the date of Notice to Proceed; and completed and ready for final payment in accordance with the General Conditions within **ninety (90)** calendar days from the date of Notice to Proceed, which will be on or before _____.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays,

expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER, if the Work is any such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the amount agreed upon in CONTRACTOR'S bid.

4.2 CONTRACTOR understands that the estimated quantities are not guaranteed and that the determination of actual quantities and their classification is to be made by the OWNER at the time of application for payment.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions on the Pay Estimate Forms included as Exhibit "A" to this Agreement. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with the City of Owasso's Payment Schedule included as Exhibit "B" to this Agreement during construction as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Progress payments shall not exceed an amount equal to 90% of the WORK completed until such time as CONTRACTOR shall complete in excess of fifty percent (50%) of the contract amount.

5.1.2 Upon completion in excess of fifty percent (50%) of the total contract amount, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with the General Conditions, provided that OWNER has determined that satisfactory progress is being made, and upon approval by the Surety.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself/herself with the nature and extent of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports or explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or continuous to the site. Contractor has obtained and carefully studied (or assume responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as (s)he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

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6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.7 CONTRACTOR has obligated himself/herself to the OWNER to be responsible for the workmanship, labor and materials used in the project for one (1) year after the project has been accepted by the OWNER.

6.8 CONTRACTOR understands that (s)he will be exempt from all sales tax on materials and other items necessary for the completion of the project. The OWNER has issued him a Certification of Tax Exempt Project enclosed as Exhibit "C" of this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

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- 7.16 Change Order (Section 00600).
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- 7.19 Special Provisions (Section 00900).
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- 7.21 Addendum Numbers 1 to 1 , inclusive.
- 7.22 Documentation submitted by CONTRACTOR prior to Notice of Award (pages to inclusive).
- 7.23 Any Modification, including Change Orders, duly delivered after execution of Agreement.

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ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns, and legal representatives to the other party hereto, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 The Agreement (or remaining portions thereof) should continue in effect, be valid and binding upon both parties even if a provision or part of the Contract Documents should be held void or unenforceable by law.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement in duplicate. One counterpart has been delivered to CONTRACTOR, the other belongs to OWNER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on July 19, 2016.

OWNER: City of Owasso

CONTRACTOR: Lowery
Construction Services, Inc

By _____

By _____

(SEAL)

(SEAL)

ATTEST:

Title

Title

Address for giving notices:



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Julie Trout Lombardi,
City Attorney
Chelsea M.E. Levo,
Director of Economic Development
Bronce L. Stephenson, MPA,
Director of Community Development

SUBJECT: Engagement Letter for Center for Economic Development Law

DATE: July 15, 2016

BACKGROUND:

Economic Development Director Chelsea Levo, Community Development Director Bronce Stephenson, Assistant City Manager Sherry Bishop and City Attorney Julie Lombardi recently met with the Center for Economic Development Law (CEDL) of Oklahoma City to discuss utilizing their services and expertise of incentive districts for the development of downtown Owasso.

As Owasso's Redbud District is on the cusp of redevelopment, the creation of an incentive district increases options for making the downtown revitalization a success. Tax Increment Financing (TIF) Districts have been successfully utilized in transforming areas such as El Reno, Ardmore, Norman, Lawton, Enid, Midwest City, Oklahoma City, Tulsa, Broken Arrow and numerous other communities across the state.

A proposed engagement letter with the Center for Economic Development Law was discussed during the July 12, 2016 Council worksession.

RECOMMENDATION:

Staff recommends authorizing the City Manager to execute an engagement letter with the Center for Economic Development Law to assist in assessing Owasso's potential for the creation of an incentive district for downtown Owasso.

ATTACHMENTS:

Engagement Letter with CEDL
CEDL Firm Brochure



CENTER FOR ECONOMIC
DEVELOPMENT LAW

James Dan Batchelor
Leslie V. Batchelor
Emily K. Pomeroy
Lisa M. Harden
Jeff Sabin
OF COUNSEL
John C. McMurry

301 North Harvey, Suite 100
Oklahoma City, Oklahoma
73102-3421
405 232 4606 TELEPHONE
405 232 5010 FACSIMILE
www.econlaw.com

June 17, 2016

Mr. Bronce Stephenson
Director of Community Development
City of Owasso
111 N. Main Street
Owasso, Oklahoma 74055

Via Email

RE: Legal Consulting Services for City of Owasso – Proposed Downtown Redevelopment

Dear Bronce:

It was a pleasure to meet you and your colleagues to discuss the City of Owasso's efforts to promote development in your downtown. At your request, below is a proposed scope of professional services and potential actions for the consideration and possible preparation of a proposed project plan and tax increment financing district(s) pursuant to the Oklahoma Local Development Act, Title 62 O.S. §850, *et seq.* (the "Act"). The Act authorizes cities to adopt a project plan for economic development purposes and provides certain powers for the implementation of the project plan. The Act's financing mechanisms can be used as an additional tool for the City in its downtown redevelopment efforts.

I. Assessment and Recommendation of Project Eligibility and Feasibility

As an initial matter, the Center for Economic Development Law ("CEDL") will assist you in a preliminary assessment and recommendation of the fundamental issues affecting the potential project and determination of threshold questions including whether and what tools of the Act are appropriate. The focus of this effort would be to work with you, City officials and staff, as well as other interested stakeholders to build on the existing development strategy for the downtown, and would include discussions with and presentations to the City Council and other public bodies about the tools of the Act. This evaluation will be undertaken in order to determine whether the benefit potential and practicality appear sufficiently positive for the City to then undertake the formulation, procedural consideration, and adoption of a project plan with necessary financing mechanisms, possibly including tax increment financing. This is a critical phase and includes much of the groundwork for the subsequent phases.

If, and only if, the evaluation appears positive to the City and CEDL, will CEDL then continue in its representation of the City by providing the following services to the extent authorized and directed by you.

II. Negotiation and Preparation of Initial Agreements and Project Plan Preparation

A. CEDL will assist in the negotiation and preparation of conditional redevelopment agreements between the City or another public entity (if appropriate) and potential developers that state the conditions precedent to undertaking the project. The nature and extent of such agreements are extremely difficult to gauge prior to formulation of the development strategy.

B. Project plan preparation would be undertaken in two parts:

1. Schematic Plan Development

- i. Area Eligibility Report — Assistance in preparation of an eligibility report, relying on information from City staff and local and state agencies to evaluate the eligibility of the area.
- ii. Financial Impact Report — Assistance in preparation and evaluation of financial impacts, relying on assistance from City staff and other informed or specialized sources.
- iii. Basic framework of project plan including:
 - a. Area of project plan;
 - b. Size and content of increment district(s);
 - c. Project objectives;
 - d. Principal project actions;
 - e. Preliminary budget; and
 - f. Strategic sequencing.

2. Final Draft Project Plan and Increment District

- i. Preparation of complete eligibility report;
- ii. Preparation of complete financial impact report;
- iii. Preparation of complete project plan and increment district provisions; and
- iv. Final editing before release for public consideration and approval.

III. Official Review and Public Hearings

This phase will consist of legal advice and consultation with respect to procedures and actions for formal consideration of a proposed project plan including:

- A. Resolution of City Council initiating formal consideration and approval process and establishing review committee;
- B. Presentations to individuals, groups, and public bodies on the proposed plan;
- C. Attendance and preparation at review committee meetings;
- D. Preparation of documents for review committee consideration;
- E. Planning commission presentation and approval documents; and
- F. Presentation at two public City Council hearings on consideration and adoption of the proposed project plan and establishment of an increment district.

IV. Implementation

Following adoption of a project plan and an increment district, it is vitally important that the implementation steps, procedures, legal auditing, and follow-up assistance take place in order to maximize the achievement of project objectives and to minimize the difficulties of implementation. These steps would generally consist of:

- A. Negotiation and preparation of any additional economic development agreements;
- B. Advice on administration and financing;
- C. Coordination with involved public officials and entities;
- D. Preparation of implementation checklist; procedural manual, forms, and official action documents; and
- E. Assistance in financial reporting.

Depending on the complexity of the project and the extent to which the City or another public entity assumes responsibility for these activities, the City and CEDL may scope this ongoing work separately.

We wish to emphasize that Phases II, III, and IV would be undertaken only if Phase I, the Assessment and Recommendation of Project Eligibility and Feasibility, appeared positive to CEDL and the City.

The cost of the services described in this engagement letter will be CEDL's time and expenses in accordance with the current CEDL fee schedule. We have attached a copy of the 2016 fee schedule. CEDL will submit statements detailing the services provided on a monthly

Mr. Bronce Stephenson
June 17, 2016
Page 4

basis. The services will consist of only the phases and undertakings authorized by the City. The City or CEDL may terminate services at any time upon thirty (30) days' notice without any further liability except for services provided.

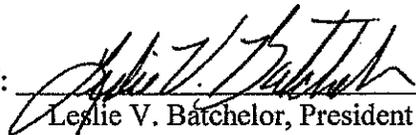
Our mission as a law firm is to assist communities in achieving their economic development objectives, and we look forward to assisting your community by working with you.

By our signature below, we are agreeing to this engagement. If you approve, please execute your acceptance in the space provided and return one original to our office.

Very truly yours,

CENTER FOR ECONOMIC DEVELOPMENT LAW

BY:



Leslie V. Batchelor, President

ACCEPTED THIS _____ DAY OF _____, 2016.

THE CITY OF OWASSO

BY: _____

CENTER FOR ECONOMIC DEVELOPMENT LAW
2016 SCHEDULE OF PROFESSIONAL FEES

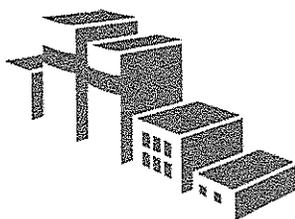
ATTORNEYS:

Principals	Dan Batchelor	\$300.00
	Leslie V. Batchelor	\$275.00
Senior Attorneys	Emily K. Pomeroy	\$250.00
	Lisa M. Harden	\$250.00
Associate	Jeff Sabin	\$200.00
Senior Of Counsel Attorney	John C. McMurry	\$200.00

SPECIALISTS:

Development/Planning Consultant	Ian Colgan, AICP	\$200.00
Financial Analyst/Planner	Cameron H. Brewer	\$150.00
Senior Legal Assistant		\$ 95.00
Law Clerk/Legal Intern		\$ 95.00
Legal Assistant		\$ 55.00
Administrative Assistant		\$ 45.00

Reimbursement of actual and reasonable expenses.



CENTER FOR ECONOMIC DEVELOPMENT LAW

301 NORTH HARVEY, SUITE 100
OKLAHOMA CITY, OKLAHOMA 73102-3421
PHONE (405) 232-4606 FAX (405) 232-5010
www.econlaw.com

The Center for Economic Development Law is a private law firm that provides legal services for development and redevelopment activities that involve state and local governing bodies and related public entities. Established in 1979 by Dan Batchelor, the firm offers extensive legal services in the creation of legal and financial strategies for economic and community development projects, as well as business location and expansion projects. The firm primarily advises public entities on public-private development and business incentives available in particular localities. In towns and counties around the state, the firm's expertise assists city attorneys and local counsel on specialized economic development matters. Much of the firm's recent work involves economic development projects that utilize tax increment financing (TIF) through the preparation of project plans, assistance with public hearings, and negotiation of development agreements, but the firm also has extensive experience representing clients in public master planning activities, public contracting, real estate transactions, environmental issues, land use/zoning, and a variety of related litigation matters. The attorneys at the Center for Economic Development Law have experience with public-sector legal issues and with projects requiring close coordination between the public and private sectors. Members of the firm value their relationships with clients and are committed to the highest ethical and professional standards. They particularly enjoy the opportunity to assist clients in beneficial projects for their communities.

The Center for Economic Development Law's legal team is led by its President, Leslie Batchelor, and is supported by Chairman Dan Batchelor, Senior Attorneys Emily Pomeroy and Lisa Harden, Attorney Jeff Sabin, and Senior Of Counsel Attorney John C. McMurry. The legal team is augmented by full-time legal assistants and support staff.

**CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC
ATTORNEY BIOGRAPHIES**



DAN BATCHELOR brings forty years of experience to the creation of legal and financial strategies that enable communities to execute development projects, especially those involving both private and public sectors.

As general counsel of the Oklahoma City Urban Renewal Authority since 1966, Dan has provided legal guidance for more than \$1 billion in the development and expansion of downtown Oklahoma City and the Oklahoma Health Center. He has been instrumental in developing legal and financial strategies for development of the Presbyterian Health Foundation Research Park (now the OU BioTech Research Park).

His expertise has enabled him to assist communities throughout Oklahoma in creating financing strategies for economic development projects of all types and sizes. Dan was a primary architect of the tax increment financing provisions of Oklahoma's 1992 Local Development Act. He has served as development counsel for the Oklahoma

City Downtown/MAPS Economic Development Project; the Oklahoma Health Center Economic Development Project; the Durant-Cardinal Economic Development Project; and the Guymon-Seaboard Economic Development Project. Earlier, he worked on redevelopment projects for the central business districts of Green Bay and Stevens Point, Wisconsin.

His education and related credits include: a BS degree with honors, Southeastern Oklahoma State University, 1958; University of Oklahoma College of Law, 1961; President of the American Law Student Association (designated Outstanding Officer for the years 1956-61); Board of Editors, Oklahoma Law Review; Order of the Coif; Outstanding Graduating Law Student of 1961; named Law Graduate of the Year 1961 by the Phi Delta Phi International Legal Fraternity; and member of Oklahoma's national moot court team which won first place in the region and second place in the nation in both 1959 and 1960.

Dan currently serves as a Director of FNB Financial Services, Inc., the holding company for The First National Bank in Durant and First Texoma Bank in Sherman, Texas; secretary-treasurer and board member for the Native American Cultural and Educational Authority, a state agency; and board member of A Chance to Change Foundation, a private, non-profit service organization.



LESLIE V. BATCHELOR is president of the firm and manages a wide variety of redevelopment, financing, and litigation matters. Leslie's practice encompasses local government law and public-private development projects of all types and sizes.

She is nationally recognized for her expertise in public-private partnerships, tax increment financing techniques, and other redevelopment and strategies. Representative projects include the restoration and reopening of the historic Skirvin Hotel, creation of the Dell Business Center on a former brownfield along the Oklahoma River, and formulation of Oklahoma City's Core to Shore Urban Renewal Plan.

Leslie is an experienced litigator. She represents public entities in claims arising from financing and development activities. She defends taxpayer and *qui tam* actions, and litigates claims involving land use and eminent domain.

Leslie serves as the City Attorney for the City of The Village and as development counsel to several local development authorities, including the Yukon Economic Development Authority.

Prior to founding the Center for Economic Development Law with her father, Dan Batchelor, Leslie served in the U.S. Department of Justice as Deputy Associate Attorney General, Counsel to Attorney General Janet Reno, and Counselor to the Assistant Attorney General for the Civil Division.

Before joining the Justice Department, Leslie was an associate at McAfee & Taft, where she concentrated on civil litigation. She served as a law clerk to the Honorable William J. Holloway, Jr., of the United States Court of Appeals for the Tenth Circuit. Leslie received her undergraduate degree *magna cum laude* from Brown University and her Master's and law degrees from the University of Virginia, where she was an instructor in philosophy and a teaching assistant in legal research and writing.

An active community volunteer, Leslie has served in leadership roles in a number of professional and community organizations, including Chair of the Urban Land Institute - Oklahoma, president of Historical Preservation, Inc., president of the Oklahoma County Bar Foundation, and president of Oklahoma City Housing Services Redevelopment Corporation (Positively Paseo!). She also serves on the Board of i2E, the Board of Visitors for the Honors College at the University of Oklahoma, and the Ralph Ellison Foundation. She is married to Scott E. Williams, a federal prosecutor, and is the mother of twin girls.



EMILY K. POMEROY serves as development counsel to cities, towns, and other public entities, to assist them in the strategic, procedural, and financing aspects of their redevelopment endeavors. Her transactional practice focuses on the adoption and implementation by governmental entities of public-private redevelopment projects of all types and sizes. Her litigation practice consists of representing the firm's regular clients, including the Oklahoma City Urban Renewal Authority, when litigation arises from economic development projects, redevelopment activities, or land acquisition.

Emily joined the firm in 2003 after completing her legal education at the University of Oklahoma. During one semester of law school, she served as law clerk to the Senior Attorney of the Special Projects Group of the Environmental Enforcement Section of the Environment and Natural Resources Division at the U.S. Department of Justice.

She received her undergraduate degree from Bucknell University in Lewisburg, Pennsylvania. She graduated *magna cum laude*, with recognition, including Phi Beta Kappa, Omicron Delta Kappa National Leadership Honor Society, and the Charles F. White Memorial Award for Excellence in Academics and Athletics. Emily was born in Oklahoma City and attended Casady School, where she graduated magna cum laude in 1995.

Emily is a member of the Oklahoma County Bar Association, the Oklahoma Bar Association, and the American Bar Association. Emily is an active community volunteer, serving as an officer of the Legal Assistant Services Committee of the Oklahoma Bar Association, a member and former president of the Oklahoma City Housing Services Redevelopment Corporation, an executive officer and former president of the Phi Beta Kappa Association of Oklahoma City, and a member of the Urban Land Institute.



LISA HARDEN is a real estate and business transaction attorney who has extensive experience in a broad range of commercial transactions in all phases of real estate sales and acquisitions, exchanges, construction and development, financing and refinancing, commercial leasing and real estate management.

Prior to joining the firm, Lisa served as the General Counsel for an upscale golf community and country club between 2005 and 2012, where she provided legal advice and representation on all business, corporate, development, organizational, operational, contractual, financial, and employment matters, including: negotiating and closing all real estate purchases and sales; addressing title, survey, and zoning issues; project design and development, land use planning; platting; marketing; preparation and negotiation of development, engineering, architectural and construction contracts, easements, equipment leases, office leases, vendor, supplier, entertainment, outsourcing, marketing, and other

commercial agreements; handling various membership matters; and writing membership agreements.

Before serving as General Counsel to the golf community and country club, Lisa was an associate at Phillips, McFall, McCaffrey, McVay & Murrah, P.C. where she represented owners, operators, managers, developers, brokers, sellers, purchasers, landlords and tenants in all phases of commercial real estate and business transactions.

Lisa earned her Juris Doctorate, *cum laude*, from the Oklahoma City University School of Law, and her degree of Bachelor of Arts in Letters from the University of Oklahoma. Born in Chickasha, Oklahoma, Lisa lives in Oklahoma City with her husband, Larry, and their two young children.



JEFF SABIN's practice focuses primarily on real estate development and land use issues. He began working for the firm as an intern in 2012 while working to complete his law degree at Oklahoma City University School of Law, where he was the recipient of a prestigious, full-tuition Dean's Scholarship. While in law school, Jeff served as a member of the Oklahoma City University Law Review and as a research assistant for Assistant Professor Celeste Pagano. He also received CALI Excellence for the Future Awards in Legal Research and Writing, Evidence, Land Use, Oklahoma Land Titles, Tribal Law, and Commercial Paper. He received his J.D. *magna cum laude* and a Certificate in Real Estate Practice from OCU Law in 2014, and at graduation was awarded the Excellence in Real Property Law Award by the Oklahoma City Real Property Lawyers Association.

Prior to law school, Jeff received a B.A. in Geography, with distinction, from the University of Oklahoma and spent over four years as a city planner for the City of Hutto, Texas, a high-growth suburb of Austin, Texas. During his time as a city planner, Jeff participated in the development of an award-winning downtown revitalization plan for Hutto and oversaw the comprehensive rewrite of the City's development ordinances into a unified development code. He also served as a development case manager, assisting developers navigate the city's regulations and approvals process.

Jeff is a member of the Oklahoma Bar Association, American Bar Association, the American Planning Association, and the Urban Land Institute.

CITY OF OWASSO
GENERAL FUND
PAYROLL PAYMENT REPORT
PAY PERIOD ENDING 07/09/16

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,512.59	8,058.73
Managerial	22,599.64	31,801.59
Finance	16,095.60	24,512.53
Human Resources	8,831.85	14,274.03
Community Development	16,866.51	26,335.35
Engineering	14,968.34	22,591.19
Information Systems	14,104.15	21,405.19
Support Services	8,489.04	12,724.07
Cemetery	1,158.40	1,780.85
Police Grant Overtime	2,968.72	3,008.05
Central Dispatch	21,022.77	35,307.50
Animal Control	3,950.79	5,780.68
Emergency Preparedness	1,783.98	2,527.00
Stormwater/ROW Maint.	9,202.05	12,652.40
Park Maintenance	8,828.13	13,188.26
Culture/Recreation	5,154.12	8,377.37
Community-Senior Center	3,924.36	5,575.23
Historical Museum	597.96	671.39
Economic Development	3,496.85	4,563.69
<u>General Fund Total</u>	<u>169,555.85</u>	<u>255,135.10</u>
<u>Garage Fund Total</u>	<u>4,799.61</u>	<u>7,814.96</u>
<u>Ambulance Fund Total</u>	<u>553.85</u>	<u>621.86</u>
<u>Fire Fund 37 Total</u>	<u>157,654.67</u>	<u>238,058.79</u>
<u>Police Fund 38 Total</u>	<u>138,504.06</u>	<u>214,114.48</u>
<u>Streets Fund 39 Total</u>	<u>12,052.90</u>	<u>19,432.28</u>
<u>Stormwater Fund 27 Total</u>	<u>-</u>	<u>-</u>
<u>Worker's Compensation Total</u>	<u>1,933.20</u>	<u>2,318.23</u>
<u>Strong Neighborhoods Total</u>	<u>3,786.76</u>	<u>5,535.89</u>

CITY OF OWASSO
 HEALTHCARE SELF INSURANCE FUND
 CLAIMS PAID PER AUTHORIZATION OF ORDINANCE #789 AS OF 7/14/16

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AETNA	HEALTHCARE MEDICAL SERVICE	24,595.81
	HEALTHCARE MEDICAL SERVICE	62,474.04
	HEALTHCARE MEDICAL SERVICE	5,567.02
	HEALTHCARE MEDICAL SERVICE	43,994.70
	HEALTHCARE MEDICAL SERVICE	50,776.52
	ADMIN FEES	13,079.12
	STOP LOSS FEES	45,264.80
	HEALTHCARE DEPT TOTAL	245,752.01
DELTA DENTAL	DENTAL MEDICAL SERVICE	4,393.50
	ADMIN FEES	2,584.07
	DENTAL DEPT TOTAL	6,977.57
VSP	VISION MEDICAL SERVICES	3,885.07
	ADMIN FEES	1,110.58
	VISION DEPT TOTAL	4,995.65
	HEALTHCARE SELF INSURANCE FUND TOTAL	257,725.23

**CITY OF OWASSO
GENERAL FUND & HALF-PENNY SALES TAX
FISCAL YEAR 2015-2016
Budgetary Basis
Statement of Revenues & Expenditures
As of June 30, 2016**

	<u>MONTH TO-DATE</u>	<u>YEAR TO-DATE</u>	<u>BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES:				
Taxes	\$ 2,398,331	\$ 30,682,619	\$ 30,401,272	100.93%
Licenses & permits	17,148	235,120	257,800	91.20%
Intergovernmental	60,584	797,923	825,472	96.66%
Charges for services	37,054	668,250	660,755	101.13%
Fines & forfeits	72,215	747,151	744,985	100.29%
Other	1,982	135,528	123,477	109.76%
TOTAL REVENUES	<u>\$ 2,587,313</u>	<u>\$ 33,266,590</u>	<u>\$ 33,013,762</u>	100.77%
EXPENDITURES:				
Personal services	\$ (1,389,314)	\$ (16,852,542)	\$ (17,365,054)	97.05%
Materials & supplies	(92,876)	(886,744)	(1,144,846)	77.46%
Other services	(246,579)	(1,797,572)	(2,115,671)	84.96%
Capital outlay	(373,415)	(1,476,208)	(3,163,429)	46.66%
TOTAL EXPENDITURES	<u>\$ (2,102,185)</u>	<u>\$ (21,013,067)</u>	<u>\$ (23,789,000)</u>	88.33%
REVENUES OVER EXPENDITURES	<u>\$ 485,129</u>	<u>\$ 12,253,523</u>	<u>\$ 9,224,762</u>	
TRANSFERS IN (OUT):				
Transfers in - Sales Tax	\$ 921,560	\$ 15,208,634	\$ 15,251,007	99.72%
Transfers in - RAN Financing	-	330,000	330,000	100.00%
Transfers out	(2,236,362)	(24,864,606)	(24,789,606)	100.30%
TOTAL TRANSFERS	<u>\$ (1,314,802)</u>	<u>\$ (9,325,972)</u>	<u>\$ (9,208,599)</u>	101.27%
NET CHANGE IN FUND BALANCE	<u>\$ (829,673)</u>	<u>\$ 2,927,551</u>	<u>\$ 16,163</u>	
ENCUMBRANCES OUTSTANDING		\$ (423,560)		
FUND BALANCE (Budgetary Basis)				
Beginning Balance		3,092,827	3,092,827	
Ending Balance		<u>\$ 5,596,818</u>	<u>\$ 3,108,990</u>	