

PUBLIC NOTICE OF THE MEETING OF THE
OWASSO CITY COUNCIL

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DEC 02 2016

City Clerk's Office *lw*

Council Chambers, Old Central Building
109 N Birch, Owasso, OK 74055

Regular Meeting

Tuesday, December 6, 2016 - 6:30 pm

1. **Call to Order**
Mayor Lyndell Dunn
2. **Invocation**
Pastor Bruce McCarty of Owasso First Assembly
3. **Flag Salute**
4. **Roll Call**
5. **Presentation of the Character Trait of Generosity**
Kathy Curtis, Character Council Member
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
 - November 15, 2016, Regular Meeting
 - B. Approve claims
 - C. Accept the Justice Assistance Grant, authorize the execution of award documents, and approve a budget amendment in the General Fund, increasing the estimated revenue and increasing the appropriation for expenditures by \$7,300 in the Police department
 - D. Approve Capital Improvement Agreements with the Board of County Commissioners of Tulsa County relating to the Vision Authority Resolution for the disbursement of Excess Vision 2025 Sales Tax and authorize the Mayor to execute the following agreements:
 - 76 St N & Main Improvement Project– Amended
 - Heart Healthy 5K Trail Project– Amended
 - Expansion of Rayola Splash Pad Project– Amended
 - Event Facilities – Sports Park Project #1 (4-Plex Lighting) – Amended
 - Event Facilities - Sports Park Project #2 (Parking Lot Improvements)
 - Sports Complex Feature Splash Pad Project
 - Dog Park Project
7. **Consideration and appropriate action relating to items removed from the Consent Agenda**
8. **Consideration and appropriate action relating to a donation and a budget amendment**
Scott Chambless

Staff recommends acceptance of the donation from Owasso First Assembly and approval of a budget amendment in the Police Department, Half-Penny Sales Tax Fund, increasing the estimated revenue and the appropriation for expenditures by \$2,600.

PUBLIC HEARING

9. **The City Council will conduct a public hearing for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Owasso Redbud District Project Plan and Increment District No. 1, City of Owasso**

Bronce Stephenson

Emily Pomeroy, Center for Economic Development Law

10. **Announcement of Public Hearing - December 20, 2016, is the date of the second public hearing for the purpose of giving members of the public an opportunity to be heard prior to any vote on the proposed Owasso Redbud District Project Plan, including Increment District No. 1, City of Owasso**

Mayor Dunn

11. **Consideration and appropriate action relating to an agreement for design and construction administration for the Owasso Police Headquarters renovation project**

Jason Woodruff

Staff recommends approval of an architectural and engineering agreement with Police Facility Design Group of Kansas City, Missouri, for the Owasso Police Headquarters renovation project in an amount not to exceed \$230,570.24 plus reimbursable expenses not to exceed \$20,190.00 and authorization for the City Manager to execute the agreement.

12. **Consideration and appropriate action relating to Ordinance 1091, closing to the public use a utility easement located at 11503 E 76 St N (Braum's Ice Cream & Dairy Store #156)**

Karl Fritschen

Staff recommends approval of Ordinance 1091.

13. **Consideration and appropriate action relating to Ordinance 1092, closing to the public use a sanitary sewer easement located near 12805 E 67 St N (Hickory Creek II)**

Karl Fritschen

Staff recommends approval of Ordinance 1092.

14. **Consideration and appropriate action relating to budget amendments in the General Fund and Vision Tax Fund**

Linda Jones

Staff recommends approval of a budget amendment in the General Fund increasing the estimated revenues (transfers in) and increasing the appropriation for expenditures (transfers out) in the amount of \$407,400 and a budget amendment in the Vision Tax Fund increasing the estimated revenues (transfers in) and increasing the appropriation for expenditures (transfers out) in the amount of \$407,400.

15. **Consideration and appropriate action relating to an agreement for engineering services for the E 116 St N Roadway Improvements (Mingo Rd to Garnett Rd)**

Roger Stevens

Staff recommends approval of an Agreement for Engineering Services with Garver, LLC of Tulsa, Oklahoma in the amount of \$359,200 and authorization for the Mayor to execute the agreement.

- 16. Consideration and appropriate action relating to Resolution 2016-23, amending the list of Capital Improvement Projects eligible for funding from the Capital Improvements Fund to include E 106 St N and N 129 E Ave Intersection Improvements**
Teresa Willson

Staff recommends approval of Resolution 2016-23.

- 17. Consideration and appropriate action relating to Resolution 2016-24, authorizing the filing and prosecution of a condemnation action to obtain the property located at 120 E 2nd St, Owasso, Oklahoma from the property owner, Ron Detherow**
Julie Lombardi

Staff recommends approval of Resolution 2016-24.

18. Report from City Manager

- Monthly Public Works Project Status Report

19. Report from City Attorney

20. Report from City Councilors

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

- Payroll Payment Reports – Pay Period Ending Dates 11/12/16 and 11/26/16
- Health Care Self-Insurance Claims – dated as of 12/1/16

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

23. Adjournment

Notice of Public Meeting filed in the office of the City Clerk and the Agenda posted at City Hall, 200 S Main St, at 6:00 pm on Friday, December 2, 2016.



Sherry Bishop, City Clerk

OWASSO CITY COUNCIL

MINUTES OF REGULAR MEETING

Tuesday, November 15, 2016

The Owasso City Council met in regular session on Tuesday, November 15, 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 at City Hall, 200 S Main St, at 6:00 pm on Friday, November 11, 2016.

1. Call to Order

Mayor Lyndell Dunn called the meeting to order at 6:30 pm.

2. Invocation

The invocation was offered by Pastor Bill Ascol of Bethel Baptist Church.

3. Flag Salute

Vice-Mayor Kelley led the flag salute.

4. Roll Call

Present

Mayor – Lyndell Dunn

Vice-Mayor – Chris Kelley

Councilor – Doug Bonebrake

Councilor – Bill Bush

A quorum was declared present.

Absent

Councilor – Jeri Moberly

Staff:

City Manager - Warren Lehr

City Attorney - Julie Lombardi

5. Presentation of Proclamations

Mayor Dunn presented:

- a proclamation declaring Saturday, November 19, 2016, as Owasso Christmas Tree & Berry Farm Day in the City of Owasso, and
- a proclamation declaring Saturday, November 26, 2016, as Shop Small Saturday Day in the City of Owasso.

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

- November 1, 2016, Regular Meeting
- November 8, 2016, Regular Meeting

B. Approve claims

C. Accept infrastructure improvements at Braum's #156 (11503 E 76 St N)

D. Approve the correction to the scrivener's error for Lots 30 and 39 in Block 2, and Lot 1 in Block 7 on the Final Plat for Lake Valley V, Phase 3, correcting the notation for the side yard setback to read 15' BL & UE (building line & utility easement) and authorize the Mayor to execute the Certificate of Corrected Plat Approval

Mr. Bonebrake moved, seconded by Dr. Kelley to approve the Consent Agenda with claims totaling \$799,419.16.

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

PUBLIC HEARING

8. **The City Council will conduct a public hearing for the purpose of receiving citizen input relating to amending the list of Capital Improvement Projects eligible for funding from the Capital Improvements Fund to include E 106 St N and N 129 E Ave intersection**

Teresa Willson along with Dwayne Henderson presented the item. The Mayor opened the Public Hearing for comment. One person offered input.

9. **Consideration and appropriate action relating to Ordinance 1087 Nunc Pro Tunc, an ordinance relating to the City of Owasso zoning code as codified in the Owasso Code of Ordinances, Part 12, Planning, Zoning and Development, Chapter 2, Zoning Regulations, amending Sub-Chapter 4, Residential District Provisions and Sub-Chapter 14, Definitions, and declaring an emergency and authorizing the emergency ordinance to become effective upon the date of approval by the City Council and repealing all ordinances or parts of ordinances in conflict herewith**

Bronce Stephenson presented the item recommending approval of Ordinance 1087 Nunc Pro Tunc.

There were no comments from the audience. After discussion, Mr. Bush moved, seconded by Dr. Kelley to approve Ordinance 1087 Nunc Pro Tunc, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn
NAY: None
Motion carried: 4-0

Staff further recommends approval of the attachment of an emergency clause making the Ordinance effective immediately.

There were no comments from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve the attachment of an emergency clause making the Ordinance effective immediately, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn
NAY: None
Motion carried: 4-0

10. **Consideration and appropriate action relating to Ordinance 1088, approving Planned Unit Development application PUD-16-05 and Zoning application OZ 16-08 for The Reunion Senior Housing located at 11900 block of E 98 St N behind the Owasso Market**

Bronce Stephenson presented the item recommending approval of Ordinance 1088, rezoning the subject property from AG (Agriculture) to RM/PUD (Residential Multi-Family with a PUD overlay).

One person made comments from the audience. After discussion, Dr. Kelley moved, seconded by Mr. Bonebrake to approve Ordinance 1088, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn
NAY: None
Motion carried: 4-0

11. Consideration and appropriate action relating to Ordinance 1089, approving Planned Unit Development application PUD-16-06 and Zoning application OZ 16-09 for Mallard Crossing located on the west side of N 145 E Ave approximately 500 feet north of E 106 St N

Karl Fritschen presented the item recommending approval of Ordinance 1089, rezoning the subject property from AG (Agriculture) to RNX/PUD (Residential Neighborhood Mixed with a PUD overlay).

Two people made comments from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve Ordinance 1089, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

12. Consideration and appropriate action relating to Ordinance 1090, approving Rezoning application OZ-16-10, for property located east of the intersection of E 114 St N and N Garnett Rd

Bronce Stephenson presented the item recommending approval of Ordinance 1090, rezoning the subject property from AG (Agriculture) to CS (Commercial Shopping).

There were no comments from the audience. After discussion, Dr. Kelley moved, seconded by Mr. Bonebrake to approve Ordinance 1090, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

13. Consideration and appropriate action relating to the final plat for FBC Owasso Mission located east of the intersection of E 114 St N and N Garnett Rd

Bronce Stephenson presented the item recommended approval of the Final Plat for FBC Owasso Mission.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Mr. Bush to approve the Final Plat of FBC Owasso Mission.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

14. Consideration and appropriate action relating to the final plat for Abbott Farms I located east of the northeast corner of E 106 St N and N Mingo Rd and lies between the Owasso Sports Park and railroad tracks

Karl Fritschen presented the item recommending approval of the Final Plat for Abbott Farms I.

There were no comments from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve the Final Plat of Abbott Farms I, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

15. Consideration and appropriate action relating to Resolution 2016-22, Adopting the GrOwasso 2030 Land Use Master Plan, Revised November 15, 2016

Bronce Stephenson presented the item recommending approval of Resolution 2016-22.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve Resolution 2016-22, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

16. Consideration and appropriate action relating to a budget amendment

Bronce Stephenson presented the item recommending approval of a budget amendment in the General Fund, increasing the appropriation for expenditures by \$12,000 in the Community Development department.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Mr. Bush to approve the budget amendment to increase the appropriation for expenditures, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

17. Consideration and appropriate action relating to final payment for FY 2015-16 Community Development Block Grant (CDBG) Sidewalk Project on 127 E Ave

Earl Farris presented the item recommending acceptance of the project and authorization for final payment in the amount of \$40,455.53 to Magnum Construction, Inc.

There were no comments from the audience. After discussion, Mr. Bush moved, seconded by Dr. Kelley to accept the project and authorize final payment, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

18. Consideration and appropriate action relating to the Agreement for surveying services - E 116 St N, Mingo Rd to US Hwy 169 Roadway Widening Project

Dwayne Henderson presented the item recommending approval of an agreement with Benchmark Surveying of Owasso, OK for the surveying services in the amount of \$48,200 and authorization for the Mayor to execute the agreement.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Mr. Bush to approve the agreement in the amount of \$48,200 with Benchmark Surveying and authorize the Mayor to execute the agreement, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

19. Consideration and appropriate action relating to a bid for the Barrington Point Entrance Ice Melt System (E 89 St N at N 129 E Ave)

Dwayne Henderson presented the item recommending rejection of all bids.

There were no comments from the audience. After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to reject all bids, as recommended.

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried: 4-0

20. Report from City Manager

Mr. Lehr recognized the Rogers County Commission #2 Elect, Steve Hendrix, acknowledged recent city events, announced the upcoming Open House at City Hall on Friday, November 18, 2016, 4:00-6:00 pm, and invited all to attend.

21. Report from City Attorney

None

22. Report from City Councilors

Councilors commented on recent and upcoming community events.

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

- Payroll Payment Report – Pay Period Ending Date 10/29/16
- Health Care Self-Insurance Claims – dated as of 11/10/16
- Monthly Budget Status Report - October 2016

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

None

25. Adjournment

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

YEA: Bonebrake, Bush, Kelley, Dunn

NAY: None

Motion carried 4-0 and the meeting adjourned at 8:11 pm.

Lyndell Dunn, Mayor

Lisa Wilson, Minute Clerk

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
GENERAL	TREASURER PETTY CASH	CC REFUND/KITCH	50.00
	TREASURER PETTY CASH	CC REFUND/FARRIS	50.00
	TREASURER PETTY CASH	CC REFUND/HESS	50.00
	TREASURER PETTY CASH	CC REFUND/TRIPLETT	50.00
	TREASURER PETTY CASH	CC REFUND/MEDICAP	50.00
	TREASURER PETTY CASH	CC REFUND/CLEARY	90.00
	TREASURER PETTY CASH	CC REFUND/CROSS	50.00
	TREASURER PETTY CASH	CC REFUND/REED	50.00
	TREASURER PETTY CASH	CC REFUND/GREADY	50.00
TOTAL GENERAL			490.00
MUNICIPAL COURT	OKLAHOMA MUNICIPAL COURT CLERKS	DISTRICT 2 WORKSHOP	100.00
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-TONER	83.69
	OKLAHOMA MUNICIPAL COURT CLERKS	MEMBERSHIP DUES	110.00
	JPMORGAN CHASE BANK	EASycANVAS-CH DECOR	86.06
TOTAL MUNICIPAL COURT			379.75
MANAGERIAL	JPMORGAN CHASE BANK	COUNCIL RELATIONS	32.20
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	8.85
	JPMORGAN CHASE BANK	MEETING EXPENSE	26.87
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	6.36
	JPMORGAN CHASE BANK	EMPLOYEE APPRECIATION	70.74
	JPMORGAN CHASE BANK	HOBBY LOBBY-REPLACE FRAME	11.99
	JPMORGAN CHASE BANK	HOBBY LOBBY-REPLACE FRAME	80.43
	JPMORGAN CHASE BANK	HOBBY LOBBY-REPLACE FRAME	10.99
	JPMORGAN CHASE BANK	HOBBY LOBBY-REPLACE FRAME	31.96
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	8.29
	JPMORGAN CHASE BANK	HOBBY LOBBY-SUPPLIES	5.97
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	160.00
	A STITCH OF ART LLC	EMPLOYEE RECOGNITION	228.00
	JPMORGAN CHASE BANK	EASycANVAS-DECOR	215.40
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	56.69
	JPMORGAN CHASE BANK	CHAMBER-REGISTRATION FEE	35.00
	JPMORGAN CHASE BANK	COUNCIL RELATIONS	18.61
	JPMORGAN CHASE BANK	EMPLOYEE APPRECIATION	59.44
	JPMORGAN CHASE BANK	OFFICE EVERYTHING-SUPPLIE	86.04
	JPMORGAN CHASE BANK	COMMUNITY RELATIONS	25.78
	JPMORGAN CHASE BANK	HOBBY LOBBY-SUPPLIES	29.95
	JPMORGAN CHASE BANK	SAMS-SUPPLIES	62.18
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	42.94
	JPMORGAN CHASE BANK	MEETING EXPENSE	18.53
	JPMORGAN CHASE BANK	PIKEPASS-FEE	3.40
	TREASURER PETTY CASH	PASTOR MEETING EXPENSE	12.00
	JPMORGAN CHASE BANK	EMPLOYEE APPRECIATION	44.58

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL MANAGERIAL			1,393.19
FINANCE	TREASURER PETTY CASH	SUPPLIES	80.52
	RSM US LLP	PROFESSIONAL FEES-AUDIT	13,000.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	4.49
	HAWKINS DELAFIELD & WOOD LLP	ARBITRAGE CALCULATION	3,500.00
	L & M OFFICE FURNITURE, INC	FURNITURE REQUESTS	1,658.00
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	80.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	27.89
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	49.99
JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	51.46	
TOTAL FINANCE			18,452.35
HUMAN RESOURCES	JPMORGAN CHASE BANK	AMAZON-VARIDESK	890.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	91.98
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	3.29
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	160.00
	COMMUNITYCARE EAP	EMPLOYEE ASSISTANCE PROGR	248.00
	JPMORGAN CHASE BANK	VETERANS DAY APPRECIATION	287.95
	JPMORGAN CHASE BANK	ARBITRATION PREP EXPENSE	46.27
	JPMORGAN CHASE BANK	ARBITRATION PREP EXPENSE	28.17
	JPMORGAN CHASE BANK	ARBITRATION PREP EXPENSE	46.97
	JPMORGAN CHASE BANK	ARBITRATION PREP EXPENSE	47.55
	JPMORGAN CHASE BANK	CHARACTER FIRST-BULLETINS	648.00
	JPMORGAN CHASE BANK	CHARACTER FIRST-BULLETINS	648.00
	L & M OFFICE FURNITURE, INC	FURNITURE REQUESTS	1,039.00
	LEAD SELF LEAD OTHERS, LLC	CM COACHING	500.00
	GREENWOOD PERFORMANCE SYSTEMS INC	ACM COACHING	250.00
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	29.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	18.99
	JPMORGAN CHASE BANK	SAMS-SUPPLIES	35.88
	JPMORGAN CHASE BANK	LODGING EXPENSE	245.78
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	8.00
TOTAL HUMAN RESOURCES			5,273.82
CHARACTER SCHOOLS	JPMORGAN CHASE BANK	CHARACTER-SCHOOL INITIATI	129.00
TOTAL CHARACTER SCHOOLS			129.00
GENERAL GOVERNMENT	CINTAS CORPORATION	CARPET CLEANING	63.80
	CINTAS CORPORATION	CARPET CLEANING	64.10
	RICOH USA, INC	COPIER RENTAL	209.46
	RICOH USA, INC	COPIER RENTAL	209.46
	RICOH USA, INC	COPIER RENTAL	209.46

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
GENERAL GOVERNMENT...	RICOH USA, INC.	COPIER USE AND SUPPLIES	694.39
	DRAKE SYSTEMS INC	COPY SUPPLIES	412.53
	IMPERIAL LLC	COFFEE SERVICE	120.75
	TULSA COUNTY CLERK	FILING FEES	15.00
	DAVID L. WEATHERFORD	GENERAL MATTERS	36.00
	WALTON PROPERTY SERVICES LLC	PROPERTY APPRAISAL	1,500.00
	WALTON PROPERTY SERVICES LLC	PROPERTY APPRAISAL	1,500.00
	MAILROOM FINANCE INC	POSTAGE	1,000.00
	TREASURER PETTY CASH	FILING FEE	15.00
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	29.99
	AEP/PSO	ELECTRIC USE	3,043.80
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	119.96
	JPMORGAN CHASE BANK	AMER WASTE-REFUSE SERVICE	81.32
TOTAL GENERAL GOVERNMENT			9,325.02
COMMUNITY DEVELOPMENT	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	8.75
	JPMORGAN CHASE BANK	SAV-ON-BUSINESS CARDS	20.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-RETURN	-8.69
	TULSA COUNTY CLERK	FILING FEES	147.00
	L & M OFFICE FURNITURE, INC	FURNITURE REQUESTS	1,129.00
	KENNETH LIVINGSTON	CODE ENFORCEMENT MOWING	250.00
	FELKINS ENTERPRISES, LLC	APPROVAL STICKERS	150.00
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	200.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	8.69
	JPMORGAN CHASE BANK	HOBBY LOBBY-MAP FRAMES	275.67
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	30.99
JPMORGAN CHASE BANK	BUILDERS BOOK INC-BOOKS	155.15	
TOTAL COMMUNITY DEVELOPMENT			2,366.56
TIF	BENCHMARK SURVEYING & LAND SERVICES	TIF LEGAL FEE	275.00
TOTAL TIF			275.00
ENGINEERING	UNITED STATES CELLULAR CORPORATION	PW CELL PHONES	56.56
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	17.71
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	17.71
TOTAL ENGINEERING			91.98
INFORMATION TECHNOLOGY	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	80.00
	L & M OFFICE FURNITURE, INC	FURNITURE REQUESTS	618.00
	PRESIDIO NETWORKED SOLUTIONS, INC	CISCO FIREWALL RENEWAL	3,257.00
	SHI INTERNATIONAL CORP	SERVER LICENSES	1,799.00
	SUNGARD PUBLIC SECTOR INC.	SUNGARD TRAINING	960.00
JPMORGAN CHASE BANK	LOWES-FURNITURE	72.06	

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
INFORMATION TECHNOLOGY	JPMORGAN CHASE BANK	AMAZON-TONER	137.41
	JPMORGAN CHASE BANK	NETWORK SOL-DOMAIN RENEW	39.99
	JPMORGAN CHASE BANK	COX-INTERNET SERVICE	1,377.72
	JPMORGAN CHASE BANK	OWASSO CHAMBER-LUNCHEON	40.00
	JPMORGAN CHASE BANK	DELL-REFUND	-331.81
TOTAL INFORMATION TECHNOLOGY			8,049.37
SUPPORT SERVICES	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	12.98
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	2.58
	JPMORGAN CHASE BANK	LOWES-BOARDS	58.92
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	9.18
	JPMORGAN CHASE BANK	ALARM BILLING-MONITORING	90.00
	JPMORGAN CHASE BANK	LOWES-FLOOR CLEANER	28.44
	JPMORGAN CHASE BANK	SAMS-CARD RENEWAL	45.00
	JPMORGAN CHASE BANK	SAMSCLUB-GLOVES	39.96
	JPMORGAN CHASE BANK	FASTENAL-BATTERIES	13.61
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	40.92
	JPMORGAN CHASE BANK	LOWES-RAMP ENDS	19.98
	JPMORGAN CHASE BANK	COX-INTERNET SERVICE	69.95
	JPMORGAN CHASE BANK	LIBERTY FLAGS-FLAGS	156.45
	JPMORGAN CHASE BANK	LOCKE-SWITCHES/RECEPTACLE	11.38
	JPMORGAN CHASE BANK	BEST BUY-CABLE FOR OC	83.98
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	277.63
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	40.00
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	13.27
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	13.27
	UNDER PRESSURE INC	PRESSURE WASHING	1,364.25
JPMORGAN CHASE BANK	AMAZON-PC CABLES/ADAPTERS	37.45	
TOTAL SUPPORT SERVICES			2,429.20
CEMETERY	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	7.41
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	7.41
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	47.60
	SPOK, INC.	PAGER USE	8.88
	JPMORGAN CHASE BANK	HOLDERS-PW KEY	12.50
	JPMORGAN CHASE BANK	REMCO-CEMETERY PROBE	160.24
	AEP/PSO	ELECTRIC USE	28.43
TOTAL CEMETERY			272.47
POLICE SERVICES	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	80.00
TOTAL POLICE SERVICES			80.00
POLICE - DOJ VEST GRANT	JPMORGAN CHASE BANK	SPECIAL OPS-VEST/LEHNER	348.25

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL POLICE - DOJ VEST GRANT			348.25
POLICE COMMUNICATIONS	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	19.86
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	152.72
	JPMORGAN CHASE BANK	SO RUBBER-NOTARY STAMP	47.90
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	41.83
	TREASURER PETTY CASH	NOTARY RENEWAL	20.00
	AEP/PSO	ELECTRIC USE	298.47
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	167.40
	JPMORGAN CHASE BANK	SO RUBBER-NOTARY STAMP	48.90
	LANGUAGE LINE SERVICES	TRANSLATION SERVICES	43.63
	RICH & CARTMILL, INC	NOTARY BOND	30.00
	TREASURER PETTY CASH	TRAVEL REIMB/WOODS	175.40
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	105.44
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	7.94
TOTAL POLICE COMMUNICATIONS			1,159.49
ANIMAL CONTROL	YOUNGS FIRE SUPPRESSION SERVICES	FIRE EXTINGUISHER INSPECT	26.00
	JPMORGAN CHASE BANK	SERENITY-CREMATION SVC	165.00
	JPMORGAN CHASE BANK	GALLS-SUPPLIES	56.85
	JPMORGAN CHASE BANK	SOUTHERN AG-SUPPLIES	38.97
	AEP/PSO	ELECTRIC USE	148.28
	JPMORGAN CHASE BANK	ABCO RENTS-TENT RENTAL	663.92
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	97.25
	JPMORGAN CHASE BANK	FULLERTON-AC SUPPLIES	46.00
TOTAL ANIMAL CONTROL			1,242.27
FIRE SERVICES	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	200.00
TOTAL FIRE SERVICES			200.00
EMERGENCY PREPAREDNES	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	9.18
	AEP/PSO	ELECTRIC USE	126.56
TOTAL EMERGENCY PREPAREDNESS			135.74
STORMWATER	JPMORGAN CHASE BANK	LOWES-ROPE	55.44
	JPMORGAN CHASE BANK	HD SPLY-MANHOLE HOOK	29.50
	JPMORGAN CHASE BANK	TRANSCO-PPE	23.44
	JPMORGAN CHASE BANK	PIKEPASS-FEE	7.80
	JPMORGAN CHASE BANK	ATWOOD-WINTER BIBS	119.99
	JPMORGAN CHASE BANK	ATWOOD-WINTER BIBS	219.98
	JPMORGAN CHASE BANK	ATWOOD-WINTER BIBS	99.99
	JPMORGAN CHASE BANK	ATWOOD-D-RINGS	20.48

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
STORMWATER...	JPMORGAN CHASE BANK	OREILLY-MOWER SWITCH	3.99
	JPMORGAN CHASE BANK	EQUIP ONE-FUEL VALVE	73.60
	JPMORGAN CHASE BANK	FLEET DISTRIB-JACKET	65.05
	JPMORGAN CHASE BANK	FLEET DISTRIB-JACKET	52.03
	JPMORGAN CHASE BANK	FLEET DISTRIB-JACKET	52.03
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	35.10
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	47.60
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	35.20
	SPOK, INC.	PAGER USE	44.40
	JPMORGAN CHASE BANK	MAXWELL-PIPE SEALANT	172.47
	JPMORGAN CHASE BANK	GRAINGER-PPE	14.05
	JPMORGAN CHASE BANK	QUALITY TIRE-TIRE	131.30
	JPMORGAN CHASE BANK	QUALITY TIRE-MOWER TIRE	167.45
	JPMORGAN CHASE BANK	LOWES-PIPE CLEANING	42.69
	JPMORGAN CHASE BANK	LOWES-FLASHLIGHT	18.97
	TOTAL STORMWATER		
PARKS	CITY OF OWASSO	PARK UTILITIES	37.84
	CITY OF OWASSO	PARK UTILITIES	34.40
	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	23.96
	WASHINGTON CO RURAL WATER DISTRICT	WATER SERVICE	37.36
	PROTECTION ONE ALARM MONITORING INC	ALARM SERVICE PARKS	146.92
	COX COMMUNICATIONS	PHONE/INTERNET SERVICE	233.95
	ROGERS COUNTY RURAL WATER DISTRICT	PARKS WATER SERVICE	389.68
	PROTECTION ONE ALARM MONITORING INC	ALARM SERVICES	73.94
	JPMORGAN CHASE BANK	LIBERTY FLAGS-VET MEM FLG	244.00
	JPMORGAN CHASE BANK	CORNERSTONE-REPAIR PARTS	7.96
	JPMORGAN CHASE BANK	CORNERSTONE-EDGER	315.00
	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	23.96
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	CORNERSTONE-EVENT SUPPLIE	13.62

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
PARKS...	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	45.77
	JPMORGAN CHASE BANK	LOWES-REPAIR SUPPLIES	8.98
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	73.94
	JPMORGAN CHASE BANK	CORNERSTONE-ANTIFREEZE	3.98
	JPMORGAN CHASE BANK	LOWES-REPAIR SUPPLIES	22.76
	AEP/PSO	ELECTRIC USE	2,045.55
	JPMORGAN CHASE BANK	CORNERSTONE-SAW SUPPLIES	16.75
TOTAL PARKS			3,856.04
CULTURE AND RECREATION	JPMORGAN CHASE BANK	GOFRESH-FESTIVAL PUMPKINS	525.00
	JPMORGAN CHASE BANK	PAYPAL-FESTIVAL LASER TAG	649.00
	JPMORGAN CHASE BANK	SNAPCHAT-FILTER	59.26
	JPMORGAN CHASE BANK	USPS-POSTAGE	8.64
	JPMORGAN CHASE BANK	ART IN BLOOM-VET WREATH	100.00
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	120.00
	RICH & CARTMILL, INC	NOTARY PUBLIC BOND	30.00
TOTAL CULTURE AND RECREATION			1,491.90
COMMUNITY CENTER	JPMORGAN CHASE BANK	COMPETITIVE EDGE-TABLES	998.48
	JPMORGAN CHASE BANK	AMAZON-SOLDERING IRON	59.99
	JPMORGAN CHASE BANK	LOWES-BATTERIES	30.35
	JPMORGAN CHASE BANK	AMAZON-REPLACE BATTERY	57.34
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	160.00
	JPMORGAN CHASE BANK	AMAZON-CLEANING WIPES	46.35
	JPMORGAN CHASE BANK	AMAZON-HEAT SHRINK	10.19
	JPMORGAN CHASE BANK	LOWES-LINERS/SUPPLIES	64.73
	JPMORGAN CHASE BANK	AMAZON-COOLER CONTROL	92.10
	JPMORGAN CHASE BANK	AMAZON-LINERS	98.55
	JPMORGAN CHASE BANK	MYSENIORCTR-CHECK IN SYS	125.00
	YOUNGS FIRE SUPPRESSION SERVICES	ANNUAL INSPECTION	332.00
	GRAND GATEWAY ECO. DEV. ASSC.	OCTOBER SENIOR FARES	294.00
	JPMORGAN CHASE BANK	HOME DEPOT-TAX CREDIT	-6.86
	JPMORGAN CHASE BANK	HOME DEPOT-REFUND	-8.44
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	23.68
	JPMORGAN CHASE BANK	AMAZON-LYSOL WIPES	117.66
	JPMORGAN CHASE BANK	AMAZON-PAPER TOWELS	93.34
	JPMORGAN CHASE BANK	AMAZON-PURELL WIPES	148.70
	JPMORGAN CHASE BANK	WALMART-TABLECLOTH	15.96
	JPMORGAN CHASE BANK	WESTLAKE-HARDWARE	62.73
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	91.54
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	20.00
	JPMORGAN CHASE BANK	AMAZON-PLUMBING SUPPLIES	40.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	9.43
	JPMORGAN CHASE BANK	HOBBY LOBBY-PAPER CRAFTS	91.80

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
COMMUNITY CENTER...	JPMORGAN CHASE BANK	TRAVEL EXPENSE	4.32
	JPMORGAN CHASE BANK	LODGING EXPENSE	188.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	17.28
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	309.38
	JPMORGAN CHASE BANK	HOME DEPOT-LIGHT BULBS	17.94
	JPMORGAN CHASE BANK	AMAZON-PATHWAY LIGHTS	32.28
	JPMORGAN CHASE BANK	AMAZON-PAPER TOWELS	65.98
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	91.42
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	108.28
	JPMORGAN CHASE BANK	AMAZON-CORDLESS TISSUE	111.98
	JPMORGAN CHASE BANK	HOME DEPOT-RENTAL	100.00
	DRAKE SYSTEMS INC	MONTHLY COPIER LEASE	197.51
	AEP/PSO	ELECTRIC USE	1,060.67
	JPMORGAN CHASE BANK	ADMIRAL EXPRESS-SUPPLIES	29.99
TOTAL COMMUNITY CENTER			5,403.65
COMMUNITY CTR DONATIONS	JPMORGAN CHASE BANK	REASORS-PANS	8.00
	JPMORGAN CHASE BANK	REASORS-FOIL	5.79
	JPMORGAN CHASE BANK	QTRIP-DONATION PRIZE	10.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	43.30
	JPMORGAN CHASE BANK	WALMART-POTLUCK SUPPLIES	29.89
	JPMORGAN CHASE BANK	HOBBY LOBBY-SUPPLIES	26.40
	JPMORGAN CHASE BANK	HOBBY LOBBY-SUPPLIES	123.86
	JPMORGAN CHASE BANK	CRAFTOUTLET-SUPPLIES	34.17
TOTAL COMMUNITY CTR DONATIONS			281.41
HISTORICAL MUSEUM	JPMORGAN CHASE BANK	LOWES-REPAIR PART	25.48
	AEP/PSO	ELECTRIC USE	116.91
TOTAL HISTORICAL MUSEUM			142.39
ECONOMIC DEV	JPMORGAN CHASE BANK	IEDC-ANNUAL MEMBERSHIP	420.00
	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	40.00
TOTAL ECONOMIC DEV			460.00
FUND GRAND TOTAL			65,261.40
AMBULANCE SERVICE	AMERICAN MUNICIPAL SERVICES CORP.	COLLECTION SERVICES	23.25
TOTAL AMBULANCE SERVICE			23.25
AMBULANCE	JPMORGAN CHASE BANK	FULLERTON-OXYGEN	25.50
	JPMORGAN CHASE BANK	ZOLL-SUPPLIES	712.50
	JPMORGAN CHASE BANK	THE KNOX-POWER SUPPLY	111.00

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
AMBULANCE...	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	2,035.40
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	6.70
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	50.70
	JPMORGAN CHASE BANK	ZOLL-SUPPLIES	517.50
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	1,873.60
	JPMORGAN CHASE BANK	ZOLL MEDICAL-TOOLS/EQUIP	5,319.45
	JPMORGAN CHASE BANK	UNITED-AIRFARE	423.60
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	145.90
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	12.50
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	80.91
	JPMORGAN CHASE BANK	LODGING EXPENSE	92.53
	JPMORGAN CHASE BANK	HOME DEPOT-WALL PLATES	15.94
	MEDICLAIMS INC	BILLING SERVICES	10,725.75
	JPMORGAN CHASE BANK	LOCKE-ELECTRICAL MATERIAL	13.16
	JPMORGAN CHASE BANK	EXCELLANCE-AMB PARTS	326.18
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	71.54
	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	391.60
	JPMORGAN CHASE BANK	GCR TIRE-AMB TIRE BALANCE	150.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.08
	JPMORGAN CHASE BANK	UNITED-BAGGAGE FEE	25.00
TOTAL AMBULANCE			23,137.04
FUND GRAND TOTAL			23,160.29
E911 COMMUNICATIONS	MOTOROLA SOLUTIONS, INC	IR SITE MAINT @ TOWER	2,082.91
	INCOG-E911	E911 ADMIN SVC FEES	8,150.14
	JPMORGAN CHASE BANK	TOTALRADIO-MAINT CONTRACT	410.00
TOTAL E911 COMMUNICATIONS			10,643.05
FUND GRAND TOTAL			10,643.05
HOTEL TAX - ECON DEV	AEP/PSO	ELECTRIC USE	27.93
	JPMORGAN CHASE BANK	AMERICAN-AIRFARE	455.70
	JPMORGAN CHASE BANK	AMERICAN-AIRFARE	455.70
	JPMORGAN CHASE BANK	AMERICAN-AIRFARE	234.60
	JPMORGAN CHASE BANK	DELTA-AIRFARE	136.10
TOTAL HOTEL TAX - ECON DEV			1,310.03
STRONG NEIGHBORHOODS	OWASSO CHARACTER COUNCIL, INC	CHARACTER LUNCHEON	40.00
	L & M OFFICE FURNITURE, INC	FURNITURE REQUESTS	473.00
TOTAL STRONG NEIGHBORHOODS			513.00

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
FUND GRAND TOTAL			1,823.03
STORMWATER - STORMWATER	TWIN CITIES READY MIX, INC	CONCRETE	242.50
	JPMORGAN CHASE BANK	BROWNGO-REBAR	186.13
	JPMORGAN CHASE BANK	BROWNGO-REBAR GRID	27.69
	JPMORGAN CHASE BANK	MAXWELL-REBAR	133.24
	JPMORGAN CHASE BANK	LOWES-FORMING SUPPLIES	33.38
	JPMORGAN CHASE BANK	LOWES-STORMBOX FORMS	231.24
	JPMORGAN CHASE BANK	LOWES-STORMBOX REBAR	168.66
	JPMORGAN CHASE BANK	HD SPLY-MANHOLE RING/LID	350.00
	JPMORGAN CHASE BANK	LOWES-CUTTING TOOLS	56.24
	AEP/PSO	ELECTRIC USE	452.68
TOTAL STORMWATER - STORMWATER			1,881.76
BROOKFIELD CROSSING	LU ANN JACKSON-COLLINS	ROW ACQUISITION	1,100.00
	MICHAEL S WEDEL	ROW ACQUISITION	8,500.00
	MICHAEL S WEDEL	ROW ACQUISITION	500.00
	KELLOGG ENGINEERING, INC	ENGINEERING SERVICES	18,000.00
TOTAL BROOKFIELD CROSSING			28,100.00
MOWERY/ATOR DRAINAGE IMP	TULSA COUNTY CLERK	FILING FEES	34.00
TOTAL MOWERY/ATOR DRAINAGE IMP			34.00
FUND GRAND TOTAL			30,015.76
AMBULANCE CAPITAL FD	JPMORGAN CHASE BANK	STRYKER-COT LOADING SYS	16,263.80
	JPMORGAN CHASE BANK	STRYKER-COT MODIFICATION	90,000.00
TOTAL AMBULANCE CAPITAL FD			106,263.80
FUND GRAND TOTAL			106,263.80
PARK DEV FD - PARKS	WALLACE ENGINEERING STRUCTURAL	RANCH CREEK TRAIL	487.50
TOTAL PARK DEV FD - PARKS			487.50
FUND GRAND TOTAL			487.50
76TH/MAIN INTERSECT IMPR	MAIN STREET DEVELOPMENT LLC	ROW ACQUISITION	24,500.00
TOTAL 76TH/MAIN INTERSECT IMPR			24,500.00
FUND GRAND TOTAL			24,500.00

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE	JPMORGAN CHASE BANK	WALMART-SUPPLIES	2.82
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	7.94
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	3.98
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	39.45
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	127.47
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	825.83
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	532.34
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	61.26
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	74.98
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	95.04
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	40.84
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	17.98
	JPMORGAN CHASE BANK	DRY CLEANING-CLEANING	63.58
	JPMORGAN CHASE BANK	IMAGENET-COPIER CONTRACT	440.17
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.49
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	5.91
	JPMORGAN CHASE BANK	PIKEPASS-FEE	45.10
	JPMORGAN CHASE BANK	LODGING EXPENSE	109.20
	JPMORGAN CHASE BANK	OK POLICE SPLY-UNIF CLOTH	39.90
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	8.45
	JPMORGAN CHASE BANK	SAMS-MEMBERSHIP RENEWAL	34.99
	JPMORGAN CHASE BANK	SALLYS-SUPPLIES	11.49
	JPMORGAN CHASE BANK	IAFC-DUES/GOLFSTEIN	95.00
	JPMORGAN CHASE BANK	IAFC-DUES/STUCKEY	214.00
	AEP/PSO	ELECTRIC USE	3,540.32
	YOUNGS FIRE SUPPRESSION SERVICES	FIRE EXTINGUISHER INSPECT	154.00
	YOUNGS FIRE SUPPRESSION SERVICES	FIRE EXTINGUISHER INSPECT	83.50
	YOUNGS FIRE SUPPRESSION SERVICES	FIRE EXTINGUISHER INSPECT	64.00
	CONRAD FIRE EQUIPMENT INC.	FIRE TRUCK PARTS	259.35
	CONRAD FIRE EQUIPMENT INC.	FIRE TRUCK PARTS	682.77
	CONRAD FIRE EQUIPMENT INC.	FIRE TRUCK PARTS	48.08
	CONRAD FIRE EQUIPMENT INC.	FIRE TRUCK PARTS	25.60
	NORTH AMERICA FIRE EQUIPMENT CO.	UNIFORMS	789.38
	NORTH AMERICA FIRE EQUIPMENT CO.	UNIFORMS	394.29
	COULSON ELECTRIC, INC	TRAFFIC SIGNAL CONTROLS	3,160.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	23.68
	JPMORGAN CHASE BANK	TRAINING EXPENSE	228.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.99
	JPMORGAN CHASE BANK	SUMMIT TRUCK-PARTS	341.48
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.40
	JPMORGAN CHASE BANK	CLASSIC CHEVY-MAINT/PARTS	346.14
	JPMORGAN CHASE BANK	FLEMINGS FOOTWARE-PPE	120.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	8.38
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	49.86

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE...	JPMORGAN CHASE BANK	SAV-ON-BUSINESS CARDS	60.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	45.98
	JPMORGAN CHASE BANK	ROBERTS CO-PPE	474.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.32
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.60
	JPMORGAN CHASE BANK	N SAFETY-SCBA FIT TESTING	4,494.00
	JPMORGAN CHASE BANK	EMBLEM ENT-PROT CLOTHING	120.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	9.66
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.95
	SHI INTERNATIONAL CORP	SOFTWARE	168.00
	JOHN D. HORTON	LADDER TRUCK REPAIR	1,019.00
	NATIONAL REGISTRY OF EMTS	UNIFORMS	280.00
	BAILEY EVENT CENTER, INC.	TRAVEL AND TRAINING	300.00
	JPMORGAN CHASE BANK	CORNERSTONE-REPAIR SVC	197.91
	JPMORGAN CHASE BANK	AMAZON-HARD DRIVE	69.98
	JPMORGAN CHASE BANK	AMAZON-HARD DRIVE	64.99
	JPMORGAN CHASE BANK	FEDEX-SUPPLIES	5.49
	JPMORGAN CHASE BANK	FEDEX-BIND/MANUAL COVERS	9.98
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	9.32
	JPMORGAN CHASE BANK	MEETING EXPENSE	68.41
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	2.08
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	59.69
	MARK STUCKEY	TUITION REIMBURSEMENT	299.91
	NORTHERN SAFETY COMPANY, INC.	FIREHOSES	2,321.14
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.85
	JPMORGAN CHASE BANK	TRAINING EXPENSE	228.00
	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	11.48
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	65.19
	JPMORGAN CHASE BANK	SAMS-SUPPLIES	161.89
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	25.00
	JPMORGAN CHASE BANK	NAMEPLATES-EQUIP DECALS	780.00
	JPMORGAN CHASE BANK	OK ST FIREFIGHTERS-DUES	2,632.00
	JPMORGAN CHASE BANK	INTERSTATE-SUPPLIES	3.05
	JPMORGAN CHASE BANK	FIRE SVC TRN-TRAINING	300.00
	JPMORGAN CHASE BANK	IBI-SUPPLIES	79.76
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	8.87
	JPMORGAN CHASE BANK	PAUL CONWAY-HELMET SHIELD	187.49
	JPMORGAN CHASE BANK	ACADEMY-SUPPLIES	39.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	28.97
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	11.91
TOTAL SALES TAX FUND-FIRE			27,923.29
FIRE STATION #4	WILLIAMS, SPURGEON, KUHL &	PROFESSIONAL SERVICES	21,033.75

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL FIRE STATION #4			21,033.75
FUND GRAND TOTAL			48,957.04
SALES TAX FUND-POLICE	SPOK, INC.	PAGER USE	35.52
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	24.97
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	68.46
	JPMORGAN CHASE BANK	PETSMART-K9 SUPPLIES	47.96
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	395.00
	INTEGRIS AMBULATORY CARE CORP.	PENSION PHYSICAL	550.00
	YOUNGS FIRE SUPPRESSION SERVICES	FIRE EXTINGUISHER INSPECT	348.50
	JPMORGAN CHASE BANK	CFI-REFUND	-4.77
	JPMORGAN CHASE BANK	AMAZON-HARD DRIVES	455.94
	JPMORGAN CHASE BANK	STOP STICK-SUPPLIES	18.00
	JPMORGAN CHASE BANK	TRAINING EXPENSE	90.00
	JPMORGAN CHASE BANK	WALMART-K9 SUPPLIES	31.12
	JPMORGAN CHASE BANK	SAMS-SUPPLIES	169.95
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	7.49
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	89.00
	JPMORGAN CHASE BANK	HARDWARE & TOOLS-SUPPLIES	93.60
	JPMORGAN CHASE BANK	TROPHY & PLAQUE-AWARDS	76.50
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	127.98
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	20.87
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	99.98
	JPMORGAN CHASE BANK	REASORS-SUPPLIES	21.11
	JPMORGAN CHASE BANK	ACO MEETING EXPENSE	12.96
	JPMORGAN CHASE BANK	OSU-TRAINING/WELLS	100.00
	JPMORGAN CHASE BANK	OFFICE SUPPLY-SUPPLIES	91.75
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	22.15
	JPMORGAN CHASE BANK	BEST BUY-POWER SUPPLY	39.99
	JPMORGAN CHASE BANK	EBAY FEES	450.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	35.34
	JPMORGAN CHASE BANK	SOME'S-AWARDS/RECOGNITION	46.00
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	159.98
	JPMORGAN CHASE BANK	USPCA-DUES	50.00
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	42.53
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	6.71
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	79.99
	JPMORGAN CHASE BANK	THOMSON-CLEAR ACCESS	289.81
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	29.76
	JPMORGAN CHASE BANK	TROPHY & PLAQUE-AWARDS	46.50
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	8.15
	JPMORGAN CHASE BANK	USPS-POSTAGE	40.24
	JPMORGAN CHASE BANK	TRAINING EXPENSE	800.00

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-POLICE...	JPMORGAN CHASE BANK	AT YOUR SERVICE-RENTAL	80.00
	JPMORGAN CHASE BANK	DON HUME-UNIFORM ITEMS	100.02
	JPMORGAN CHASE BANK	FAMILY ANIMAL-K9 MEDICAL	77.20
	JPMORGAN CHASE BANK	AMAZON-SCANNER	749.20
	JPMORGAN CHASE BANK	TRAINING EXPENSE	385.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	23.88
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	2.86
	JPMORGAN CHASE BANK	SMALL ANIMAL-K9 MED EXP	1,493.87
	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	108.28
	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	24.20
	JPMORGAN CHASE BANK	2ND WIND-AMT MACHINE	2,600.00
	JPMORGAN CHASE BANK	STOP STICK-SUPPLIES	930.00
	JPMORGAN CHASE BANK	STOP STICK-SUPPLIES	356.00
	JPMORGAN CHASE BANK	MURRAY WOMBLE-DOOR LOCK	518.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	22.63
	AEP/PSO	ELECTRIC USE	3,250.46
	JPMORGAN CHASE BANK	GALLS-BALLISTIC HELMETS	1,941.57
	JPMORGAN CHASE BANK	THOMSON-CLEAR ACCESS	289.81
	JPMORGAN CHASE BANK	TRAINING EXPENSE	5.00
	JPMORGAN CHASE BANK	LODGING EXPENSE	67.67
	JPMORGAN CHASE BANK	LODGING EXPENSE	67.67
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	20.68
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	91.34
	JPMORGAN CHASE BANK	OACP-DUES/CHAMBLESS	90.00
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIF ITEMS	119.99
	JPMORGAN CHASE BANK	ATWOOD-VEHICLE PARTS	75.67
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	28.99
	JPMORGAN CHASE BANK	AMERICAN WASTE-DUMPSTER	144.93
	JPMORGAN CHASE BANK	ACADEMY-FIREARM SUPPLIES	14.99
	JPMORGAN CHASE BANK	PHOENIX-FIREARM SUPPLIES	915.00
	JPMORGAN CHASE BANK	SPECIAL OPS-VEST/LEHNER	548.24
	JPMORGAN CHASE BANK	SAMSLUB-SUPPLIES	29.94
	JPMORGAN CHASE BANK	PAYPAL-TRAINING/RECORDS	385.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	14.99
	JPMORGAN CHASE BANK	SO RUBBER-NOTARY STAMP	47.90
	TREASURER PETTY CASH	TRAVEL REIMB/ROGERS	139.22
	JPMORGAN CHASE BANK	TRAINING EXPENSE	75.00
	TREASURER PETTY CASH	UNIFORM	18.95
	TREASURER PETTY CASH	EQUIPMENT	159.71
	TREASURER PETTY CASH	TRAINING EXPENSE	750.00
	TREASURER PETTY CASH	MILEAGE REIMB/CAZZOLA	135.44
	TREASURER PETTY CASH	TOWING	180.00
	JPMORGAN CHASE BANK	TASER INT'L-TASER	511.96
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	148.96

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL SALES TAX FUND-POLICE			22,859.26
FUND GRAND TOTAL			22,859.26
SALES TAX FUND-STREETS	JPMORGAN CHASE BANK	HOME DEPOT-FORM BOARD	13.48
	JPMORGAN CHASE BANK	ATWOOD-SIGNAL REPAIR	47.96
	JPMORGAN CHASE BANK	HOME DEPOT-DRILL BITS	26.91
	JPMORGAN CHASE BANK	LOWES-FORM BOARD	6.14
	JPMORGAN CHASE BANK	MAXWELL-FORM SUPPLIES	211.75
	JPMORGAN CHASE BANK	PIKEPASS-FEE	13.50
	ROADSAFE TRAFFIC SYSTEMS, INC	FY 15-16 STRIPING PROJECT	19,918.44
	AEP/PSO	ELECTRIC USE	1,802.64
	JPMORGAN CHASE BANK	HARD HAT SAFETY-HAT/JCKT	47.50
	JPMORGAN CHASE BANK	DIESEL POWER-REPAIR PARTS	23.98
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	193.50
	JPMORGAN CHASE BANK	TRANSCO-PPE	23.44
	JPMORGAN CHASE BANK	HOLDERS-PW KEY	16.00
	JPMORGAN CHASE BANK	SHERWIN WMS-SUPPLIES	24.98
	JPMORGAN CHASE BANK	WELSCO-WELD WIRE	59.09
	JPMORGAN CHASE BANK	LOWES-RIBBONS	46.54
	JPMORGAN CHASE BANK	GRAINGER-PPE	14.05
	JPMORGAN CHASE BANK	GELCO-SAFETY BOOTS	152.99
	JPMORGAN CHASE BANK	LOWES-CAUTION TAPE	16.95
	JPMORGAN CHASE BANK	FASTENAL-MATERIALS	237.85
	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	399.00
	SIGNALTEK INC	TRAFFIC SIGNAL REPAIR	776.27
	TWIN CITIES READY MIX, INC	CONCRETE	1,566.00
	TWIN CITIES READY MIX, INC	CONCRETE	96.00
	TWIN CITIES READY MIX, INC	CONCRETE	1,344.00
	APAC-OKLAHOMA, INC.	ASPHALT	61.62
	TWIN CITIES READY MIX, INC	CONCRETE	1,148.00
	FENSCO, INC	GUARDRAIL REPAIR	3,500.00
	TWIN CITIES READY MIX, INC	CONCRETE	1,344.00
	SPOK, INC.	PAGER USE	118.38
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	43.39
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	47.60
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	49.93
TOTAL SALES TAX FUND-STREETS			33,391.88
STREET REHAB FY16	LOWRY CONSTRUCTION SERVICES	FY 15-16 STREET REHAB PRO	146,207.55
TOTAL STREET REHAB FY16			146,207.55

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
FUND GRAND TOTAL			179,599.43
CI - FBO BUILDING	L & M OFFICE FURNITURE, INC	FURNITURE REQUESTS	315.00
TOTAL CI - FBO BUILDING			315.00
CI - GARN WID 96TH-106TH	TULSA COUNTY CLERK	FILING FEES	272.00
TOTAL CI - GARN WID 96TH-106TH			272.00
FUND GRAND TOTAL			587.00
CITY GARAGE	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	55.08
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	372.34
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	39.10
	AT&T MOBILITY	WIRELESS SERVICE	57.63
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	28.36
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	28.36
	JPMORGAN CHASE BANK	SAMS-OFFICE CHAIR	219.88
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	13.29
	JPMORGAN CHASE BANK	GOODYEAR-CAR TIRES	1,973.70
	JPMORGAN CHASE BANK	UNITED FORD-PARTS RESALE	638.66
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	54.06
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	27.54
	JPMORGAN CHASE BANK	TULSA CLEAN-FLOAT VALVE	33.01
	JPMORGAN CHASE BANK	DIAMOND P-TRLR DECK WOOD	468.29
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	22.98
	JPMORGAN CHASE BANK	FASTENAL-LOCK NUTS	4.86
	JPMORGAN CHASE BANK	HESELBEIN TIRE-TIRES	424.44
	AEP/PSO	ELECTRIC USE	340.26
	JPMORGAN CHASE BANK	B&M WAREHOUSE-PART RESALE	338.25
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	63.39
	JPMORGAN CHASE BANK	OREILLY-PARTS RESALE	1,463.27
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	259.00
	JPMORGAN CHASE BANK	YELLOWHOUSE-PARTS	193.34
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	10.44
	JPMORGAN CHASE BANK	HESELBEIN-TRAILER TIRES	159.40
	JPMORGAN CHASE BANK	HESELBEIN-AMB TIRES	2,308.86
	TREASURER PETTY CASH	BOOTS	35.00
TOTAL CITY GARAGE			9,632.79
FUND GRAND TOTAL			9,632.79
WORKERS' COMP SELF-INS	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	323.00

Claims List

12/06/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
WORKERS' COMP SELF-INS..	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	323.00
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	323.00
TOTAL WORKERS' COMP SELF-INS			969.00
WORKERS' COMP SELF-INS	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	665.00
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	3,138.20
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	3,535.98
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	352.00
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	2,995.06
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	5,316.71
TOTAL WORKERS' COMP SELF-INS			16,002.95
FUND GRAND TOTAL			16,971.95
SELF-INS HEALTHCARE	PAY.GOV	2016 TRANSITIONAL REINSUR	13,635.00
TOTAL SELF-INS HEALTHCARE			13,635.00
FUND GRAND TOTAL			13,635.00
CITY GRAND TOTAL			\$554,397.30



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Jason Woodruff
Deputy Chief of Police

SUBJECT: Supplemental Appropriation-Justice Assistance Grant

DATE: December 2, 2016

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) is administered by the Oklahoma District Attorney's Council using federal funding from the U.S. Department of Justice aimed at reducing or preventing violent crime. The grant was named in honor of New York City Police Officer Edward Byrne, who was tragically shot and killed in the line of duty in 1988. City, county and state law enforcement agencies can apply for a portion of the JAG funds through the competitive grant process. The Owasso Police Department was previously awarded funding under the JAG grant in both 2014 and 2015.

In September 2016, the Owasso Police Department submitted an application packet for the 2016 Justice Assistance Grant. On November 18, 2016, we received notification that the grant funds had been approved for the Owasso Police Department in the amount of \$7,300.00. The reimbursement based grant funds are specified for the purchase of electronic communications equipment.

RECOMMENDATION:

Staff recommends acceptance of the 2016 Justice Assistance Grant, authorization for execution of the grant award documents, and approval of a budget amendment in the General Fund, increasing the estimated revenue and the appropriation for expenditures by \$7,300.00.

ATTACHMENTS:

2016 JAG Award Documents
2016 JAG Budget Summary

IMPORTANT DATES

2016 JUSTICE ASSISTANCE GRANT LOCAL LAW ENFORCEMENT

IMPORTANT DATES

Award Period: January 1, 2017 - June 30, 2017

January 1, 2017 Earliest Date Equipment Can be Ordered

February 2, 2017 Award Packet completed in OK Grants

June 30, 2017 Last Date Equipment Can be Purchased/Encumbered Using a Purchase Order

August 15, 2017 Close-Out Documents (A-5 Form for JAG-LLE and A-6 Form), Copies of Invoices, Copies of Purchase Orders, and Copies of Checks due to DAC

QUICK REFERENCE GUIDE

The Basics

Award Period – **January 1, 2017 through June 30, 2017**

Equipment ordered/purchased prior to January 1, 2017, or encumbered after June 30, 2017, will NOT be reimbursed.

Chief Executive Officer (CEO) has official signature authority to make financial and programmatic commitments on behalf of the agency

- CEO must be the mayor, city manager, chairperson of the County Commission, or an authorized tribal leader, because the award is to your county or town, not to the agency, and not to the project director.
- The CEO's signature on the award documents and special conditions indicates their willingness to abide by the rules

Project Director

- The person responsible for overall grant activities

Fiscal Officer

- The person who completes the financial reports related to the financial activity of the grant

The Project Director and the Fiscal Officer **cannot** be the same person

Non-Supplanting

- Supplanting is NOT allowed
- Supplanting is when you reduce state and local budgets by replacing the monies with federal funds

Purchasing of different equipment or reducing the quantity of equipment that was awarded is **NOT** allowed.

Extensions will **not** be granted

The JAG-LLE grant is a **Reimbursement Grant**

- Equipment must be purchased, received, and paid for before federal funds are reimbursed
- Agencies will submit close-out documents in OKGrants for review
- Unspent funds will not be reimbursed

Accepting the Award

Award Documents - Operative documents which obligate and reserve federal funds

- Award Notice
- Special Conditions (Terms and Conditions of the award)

- Other Critical Documents

Standard Assurances

Drug Free Workplace – Required to maintain a drug free workplace.

Equal Employment Opportunity - Must comply with all federal statutes that prohibit discrimination on the basis of race, color, national origin, religion, sex, age, or disability.

Debarment - If proceedings have been initiated against you or if you have been convicted of, indicted for, either criminally or civilly, for fraud, embezzlement, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, your agency can be debarred. Debarment or suspension has government-wide effect (i.e. no funding for schools, roads, etc.).

Records Maintenance

Organization

- Keep all grant records in one accessible file

Documents to Maintain

• Award Documents

Application, Award Notice, Special Conditions, A-1, A-4, A-10, A-12, Budget Form, Standard Assurances, Certifications Regarding Lobbying, EEOP Certification

• Financial Documents

Ledgers or spreadsheets, copies of checks, copies of invoices, purchase orders, and receipts

• Correspondence

Letters, memos, and emails from and to DAC, A-5, A-6, and any other documents relating to the grant

How Long to Maintain Records

Grant records must be maintained for 7 years

If an audit is conducted, the records must be maintained until all audit findings are resolved

Audits

If federal expenditures (from all sources) are \$750,000 or more during the applicant agency's 12-month reporting period, they must submit an A-133 audit to DAC

Mark Your Calendar

Award Period – **January 1, 2017, through June 30, 2017**

January 1, 2017

- Earliest date equipment can be ordered
- Equipment ordered prior to January 1, 2017 will be disallowed
- Only the equipment listed on the Budget Form is allowable

February 2, 2017

- Award documents due to DAC – must be submitted in OKGrants online system

June 30, 2017

- Last date equipment can be purchased/encumbered using a purchase order

August 15, 2017

- Close-out documents, copies of purchase orders, copies of invoices, and copies of checks due to DAC – must be submitted in OKGrants online system

- Closeout Documents **REQUIRED:**

1. A-5 Statement of Equipment Purchases Certification
2. A-6 Equipment Inventory
3. Copies of Purchase Orders – Upload to OKGrants
4. Copies of Invoices – Upload to OKGrants
5. Copies of Checks – Upload to OKGrants

How do I get reimbursed?

- Log into OKGrants, search for your application by selecting My Applications, then select the grant number. At the DAC Application Menu, scroll down to Change the Status. Select View Status Options and select Grant Closeout Documents in Process.

- At this point, select View Forms under View, Edit and Complete Forms. Scroll to the bottom of the page and you will find three (3) closeout document forms.

- Complete the A-5 form and SAVE.

- Complete the A-6 form and SAVE. On the required attachments page, you must upload your purchase order(s), invoice(s), and copies of check(s).

- Once all closeout documents are complete, select the grant number at the top of the page to go back to the DAC Application Menu. Scroll down to Change the Status. Select View Status Options and select Submit Closeout Documents.

What happens next?

DAC Staff will review your closeout documentation and will return it for modifications if required, or submit it for payment. You should receive payment within 3 weeks of DAC approval.

AWARD PACKET INSTRUCTIONS

Requested Amount

Awarded Amount

1. Award Budget Summary

- A. Review comments in the textbox below regarding budget adjustments as directed by the funding Board.
- B. Check the Awarded Amount and the Approved Budget Amount on this page.
- C. If the amounts are different and/or there are instructions in the textbox above, you must go to the Detailed Equipment Budget page and the Overall Budget Summary page in the Forms Menu to make corrections and adjustments.
- D. Making these changes will create a new version of the pages and will pull the corrected amounts into the Award Budget Summary page. You cannot submit your Award Packet until the Approved Budget Amount matches the Awarded Amount.
- F. If the Awarded Amount and the Approved Budget Amount are the same and there are no corrections or comments in the textbox above, simply click SAVE and go to the Award Notice.

2. Award Notice

Review the information, click SAVE, and go to Special Conditions.

3. Special Conditions

Review the information, click SAVE, and go to Form A-4.

4. Form A-4 Certification of Equal Opportunity Plan

Select the appropriate answers on the form, click SAVE, and go to EEOP Certification Form.

5. Equal Employment Opportunity Plan Certification Form

Select the appropriate answers, click SAVE, and go to Form A-10.

6. Form A-10 Statement of Audit Arrangements

Select the appropriate answers, click SAVE, and go to Form A-12.

7. Form A-12 Disclosure of Lobbying Activities

Select the appropriate answer, click SAVE. If “no” is selected, go to Accounting System Review. If “yes” is selected, complete the form, click SAVE, and go to Accounting System Review.

8. Accounting System Review (MUST BE COMPLETED BY THE FINANCIAL OFFICER) Select the appropriate answers, click SAVE and follow the instructions below for submission.

9. The Authorized Official/CEO is the only person authorized to submit the Award Packet.

This is done in the Change the Status link on the DAC Application Menu page.

Once the Award Packet has been submitted, print each of the award documents for your files.

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

AWARD NOTICE

District Attorneys Council
421 N.W. 13th, Suite 290
Oklahoma City OK 73103
(405) 264-5008 FAX (405) 264-5095

Organization:
PHONE:
FAX:

SUBGRANT NO:
Project Name:
START DATE:
END DATE:

Federal ID Number:

DAC CONTACT: Jerry George (405) 264-5008

DUNS Number:

CFDA: 16738

Federal Award Number:

Program Director:

Grant Amount:

Federal Match:

This grant is subject to the terms and conditons set forth in the application which was submitted to the District Attorneys Council . The award is authorized by the District Attorneys Council (DAC) . The subgrantees shall administer the project for which this subgrant is awarded in accordance with the applicable rules, regulations, and conditions as set forth in the federal guidelines; the Administrative Guide published by DAC, and the effective edition of the Department of Justice (DOJ) Office of Justice Programs, Financial and Administrative Guide for Grants. The subgrantee shall also administer the project in accordance with the Certified Assurances and Special Conditions of the award .

The subgrantee shall maintain separate accounts and accounting records for the subgrant funds, and shall maintain and furnish to DAC and DOJ upon request, detailed accounting and supportive records. The subgrantee shall file such reports relating to the subgrant as are required by DAC and DOJ.

Authorizing Official's (Chief Executive Officer) Name and Title

Date

Awarded Amount:

- Check the Awarded Amount and the Approved Budget Amount on this page.
- See any comments in the Award Packet Instructions regarding budget adjustments as directed by the funding Board.
- If the amounts are different and/or there are instructions, you must go to the Detailed Equipment Budget page and the Overall Budget Summary page in the Forms Menu to make corrections and adjustments.
- If the Awarded Amount and the Approved Budget Amount are the same and there are no corrections or comments in the Award Packet Instructions, simply click SAVE.

Budget Category	Approved Budget (from Application)		Budget Changes	
	Grant	Match	Grant	Match
Equipment TOTAL				

Allowable Equipment to be purchased:

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

Subgrant Number:

Subgrant Name:

Address:

Project Director:

Award Amount:

Have you had any Findings of Discrimination with the last 5 years?

Yes No

Subgrantee is an ***Educational, Medical, Non-Profit or Indian Tribe.***

If radio button is checked, **ONLY Section 1** will appear.

Subgrantee is a **State/Local Government** that receives less than \$25,000 in federal funds in an individual award from any Department of Justice Federal program.

If radio button is checked, **ONLY Section 1** will appear.

Subgrantee is a **State/Local Government** with less than 50 Full and Part-Time Employees.

If radio button is checked, **ONLY Section 2** will appear.

Subgrantee is a **State/Local Government** with 50 or more full and part-time employees and receives between \$25,000 and \$499,999 in federal funds in an individual award from any Department of Justice Federal program.

If radio button is checked, **ONLY Section 3** will appear.

Subgrantee is a **State/Local Government** with 50 or more full and part-time employees and receives \$500,000 from an individual award from any Department of Justice Federal program.

If radio button is checked, **ONLY Section 4** will appear.

Important: Only the section which applies to the subgrantee agency will appear. All other sections should be left blank.

Section 1: Assurance Statement

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

I, , [Authorizing Official (Chief Executive Officer)], assure that the funded entity will comply with the provisions of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as required. These statutes prohibit discrimination on the basis of race, color, national origin, age, or disability.

Name of Authorizing Official (Chief Executive Officer)

Date

Section 2: Assurance and Certification Statement

I, , [Authorizing Official (Chief Executive Officer)] assure that the funded entity will comply with the provisions of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as required. These statutes prohibit discrimination on the basis of race, color, national origin, age, or disability. Further, I certify that the funded agency has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et. seq., subpart E, has been signed into effect by the proper authority and disseminated to all employees , and that it is on file in our office located at the subgrantee agency address for review or audit by officials of the Office for Civil Rights , Office of Justice Programs, U.S. Department of Justice, and/or the District Attorneys Council as required by relevant laws and regulations ..

Name of Authorizing Official (Chief Executive Officer)

Date

Section 3: Assurance and Certification Statement of EEOP on File

I, , [Authorizing Official (Chief Executive Officer)] assure that the funded entity will comply with the provisions of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as required. These statutes prohibit discrimination on the basis of race, color, national origin, age, or disability. Further, I certify that the funded agency has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et. seq., subpart E, has been signed into effect by the proper authority and disseminated to all employees , and that it is on file in our office located at the subgrantee agency address for review or audit by officials of the Office for Civil Rights , Office of Justice Programs, U.S. Department of Justice, and/or the District Attorneys Council as required by relevant laws and regulations .

Name of Authorizing Official (Chief Executive Officer)

Date

Section 4: Assurance and Submission of EEOP

I, , [Authorizing Official (Chief Executive Officer)] assure that the funded entity will comply with the provisions of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as required. These statutes prohibit discrimination on the basis of race, color, national origin, age, or disability. Further, I certify that the funded agency has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et. seq., subpart E, that has been signed into effect by the proper authority and disseminated to all employees . **Further, I assure that the EEOP will be submitted to the District Attorneys Council for submission to the Office of Civil Rights within 45 days of the date of the award.**

Name of Authorizing Official (Chief Executive Officer)

Date

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

Subgrantee Name and Address:

Subgrant Number:

Telephone Number:

Fiscal Year Ends:

Other, Please Specify

Does your organization receive:

Name of Authorizing Official (Chief Executive Officer)

Title

Date

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

Instructions:

If the applicant DOES NOT conduct lobbying activities, then select No and SAVE. If the applicant conducts lobbying activities, complete this form pursuant to 31U.S.C. 1352.

Do you conduct Lobbying Activities?

Subgrant Name:

**Subgrant
Number:**

1. Type of Federal Action:	2. Status of Federal Action	3. Report Type For Material Change Only: Year: Quarter: Date of last report:
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known:	5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department /Agency:	7. Federal Program Name/Description:	

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

Congressional District, if known:	CFDA Number, if applicable:

8. Federal Action Number, if known:	9. Award Amount, if known:
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10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	10b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI)
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11. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C.1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Authorizing Official (Chief Executive Officer)

Date

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information .

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10a. Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

2016 JUSTICE ASSISTANCE GRANT/LOCAL LAW ENFORCEMENT PROGRAM
Special Conditions of the Award

1. The subgrantee agrees that the Award Document constitutes the operative document obligating and reserving the federal funds for use by the subgrantee. The obligation of the awarded funds is forfeited without further cause if the subgrantee fails to sign and return the Award Document and all other documents as required by the Federal Grants Division within 30 calendar days from the start date on the Award, or February 2, 2017.
2. The subgrantee agrees to comply with the financial and administrative requirements set forth in the most current edition of the Justice Assistance Grant Local Law Enforcement Financial and Administrative Guide as developed by the Federal Grants Division in the District Attorneys Council and the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
3. The subgrantee must encumber the federal funds by June 30, 2017, and pay all expenditures by August 15, 2017.
4. The Federal Grants Division will approve the budget in the framework of the award amount. The subgrantee understands and agrees that any deviations to the approved budget must be in compliance with the most current edition of the Administrative and Financial Guide. Deviations outside of the scope of the approved budget and/or the Administrative and Financial Guide may result in unallowable expenditures and therefore lead to the return of federal funds by the subgrantee.
5. The subgrantee agrees to use funds for those purposes which it identified in the application. Any funds expended prior to written approval of an amended program plan may be determined to be an unallowable use of grant funds.
6. The subgrantee agrees to comply with the organizational audit requirements of OMB 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide.
7. The subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
8. The subgrantee agrees to comply with all applicable federal civil rights laws applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, (42 U.S.C. § 3789d), the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672 (b)); the Civil Rights Act of 1964 (U.S.C. 42 § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794, the Americans with Disabilities Act of 1990 (42 U.S.C § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
9. If required, the subgrantee will submit an acceptable Equal Employment Opportunity Plan (EEOP) that is approved by the Office of Civil Rights within 45 days from the date of the award. Failure to submit an approved EEOP is a violation of the Special Conditions and may result in suspension or termination of funding, until such

time as the subgrantee is in compliance.

10. The subgrantee agrees to cooperate with any assessment, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

11. The subgrantee agrees not to purchase any vehicles (excluding police cruisers), vessels (excluding police boats), aircraft (excluding police helicopters), luxury items, real estate, or construction projects with the federal grant funds. The JAG funds shall not be used directly or indirectly for security enhancements or equipment to nongovernmental entities that are not engaged in criminal justice or public safety.

12. Subgrantees must certify that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of Limited English Proficiency. To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for subgrantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

13. The subgrantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds. The subgrantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by a subgrantee, or any second party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and,
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements of the State Mitigation Plan, as detailed at, <http://www.ok.gov/OEM> for programs relating to methamphetamine laboratory operations.

Application of this special condition to subgrantee's existing programs or activities: For any of the subgrantees' existing programs or activities that will be funded by these grant funds, the subgrantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental

assessment of that funded program or activity.

14. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system .

15. The subgrantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrantee may be fined as per 42 U.S.C. 3789g(c)-(d). Subgrantee may not satisfy such a fine with federal funds.

16. The subgrantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

17. Pursuant to Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving. " 74 Fed. Reg.51225 (October 1, 2009), the Department encourages the subgrantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. The subgrantee must maintain a current address, area code/telephone number, area code/fax number, and email address within the OKGrants System. If any information is incorrect or has changed since or during the award period, updates must be made within the OKGrants system to document the changes.

19. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/financialguide/

20. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

21. The subgrantee agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect . This policy must be in place for at least all uniformed officers before any funding can be used by the agency for bulletproof vests . There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

22. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National

Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here:

<http://www.nij.gov/topics/technology/body-armor/safety-initiative.aspx>

23. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subgrantees. Potential fraud, waste, abuse or misconduct should be reported to the OIG by:

—
Mail:
Office of Inspector General
U.S Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington DC 20530

E-mail: oig.hotline@usdoj.gov

Hotline: (Contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881

Additional Information is available from DOJ OIG website at www.usdoj.gov/oig

24. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operated in his or her name).

25. The subgrantee understands and agrees that any training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

26. The subgrantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

27. The subgrantee agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to

cooperate with BJA and OCFO on all grant monitoring requests related to desk reviews, enhanced programmatic desk review, and/or site visits. The subgrantee agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate the BJA's/OCFO's grant monitoring activities may result in sanctions affecting the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subgrantee's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

28. The subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110)

29. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the subgrantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJs Global) guidelines and recommendations for this particular grant. Subgrantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Subgrantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approached is recommended.

30. The subgrantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

31. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

32. The subgrantee agrees to monitor subawards under this JAG award in accordance with all applicable statues, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The subgrantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The subgrantee agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Authorized Official's (Chief Executive Officer) Name and Title Date:

Name: Title:

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

Subgrantees must maintain fiscal records to properly account for federal funds. Adequate accounting systems should include the following criteria as outlined in the Office of Justice Program Financial Guide: 1) Each award must be accounted for separately and not commingled with other funds; 2) Accounting records should provide information needed to identify the receipt of funds and the expenditure of funds under each grant; 3) Entries in accounting records should refer to supporting records and/or documentation (invoice numbers, timesheets, etc.); 4) The accounting system should provide accurate and current financial reporting information; and, 5) The accounting system should be combined with an adequate system of internal controls to safeguard the funds and assets covered, and check the accuracy and reliability of accounting data.

In order to avoid accounting system issues with subgrantees, the Financial Officer must complete the following information.

1. Which best describes your accounting system?

ManualAutomated
Combination of Manual and Automated
Systems

2. Does your agency receive multiple grant awards (from DAC and/or any other agencies)?

3. Do you maintain an individual ledger, separate from the general ledger, for each grant award?

4. Does your accounting system identify the receipt and expenditure of funds for each grant?

5. Please describe how you account for the receipt and expenditure of funds in the general ledger.

6. Does this grant include funding for personnel?

7. Are time sheets maintained for the employees that are paid on the grant?

8. If no, describe how will the employee(s) record their time.

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

9. For ALL employees paid on the grant, are time sheets broken down by funding source?

10. If no, please explain why time sheets are not broken down by funding source.

11. Are financial records maintained in-house or are they contracted out to another party?

In House Contracted Out
Combination of In-House and Contracted Out

12. Provide a brief description of the controls that are in place to ensure correct and accurate accounting and reporting.

Who is the person responsible for depositing grant funds?

14. Where are the grant funds deposited?

State Treasurer County Treasurer
City Treasurer Bank Other
If other, please specify:

15. How many signatures are required on checks?

16. Identify the authorized check signers along with their title?

Name	Title
------	-------

17. Does your organization have written accounting policies and procedures?

Name of Financial Officer

Signature of Financial Officer

Organization: Owasso, City of

JAG-LLE-2016-OWASSO CI-00060

Date

Date

AWARD BUDGET SUMMARY

Awarded Amount: \$7,300.00 Label:\$7,300.00

- Check the Awarded Amount and the Approved Budget Amount on this page.
- See any comments in the Award Packet Instructions regarding budget adjustments as directed by the funding Board.
- If the amounts are different and/or there are instructions, you must go to the Detailed Equipment Budget page and the Overall Budget Summary page in the Forms Menu to make corrections and adjustments.
- If the Awarded Amount and the Approved Budget Amount are the same and there are no corrections or comments in the Award Packet Instructions, simply click SAVE.

Budget Category	Approved Budget (from Application)		Budget Changes		
	Grant	Match	Grant	Match	
Equipment	\$7,300.00 Label:\$7,300.00		\$0 Label:\$0		HtmlInputHidden:\$0.00
TOTAL	\$7,300.00 Label:\$7,300.00		\$0 Label:\$0		HtmlInputHidden:\$0.00

Allowable Equipment to be purchased:



TO: The Honorable Mayor and City Council
City of Owasso

FROM: John W. Feary
Project Administration

SUBJECT: Vision 2025 - Capital Improvements Agreements

DATE: December 2, 2016

BACKGROUND:

Capital Improvements Agreements with Tulsa County are required for each project funded by the Vision 2025 excess funding package the City of Owasso gained approval for through the Tulsa County Vision Authority. There are three propositions under which the monies may be spent and they are subject to previously approved ballot language and project approvals. The attached agreements pertain to the following projects:

- 76 St N & Main Improvement Project- Amended
- Heart Healthy 5K Trail Project- Amended
- Expansion of Rayola Splash Pad Project- Amended
- Event Facilities - Sports Park Project #1 (4-Plex Lighting) - Amended
- Event Facilities - Sports Park Project #2 (Parking Lot Improvements)
- Sports Complex Feature Splash Pad Project
- Dog Park Project

The subject agreements of this memo must be executed in order to receive the funds from the Vision Authority.

RECOMMENDATION:

Staff recommends approval of Capital Improvement Agreements with the Tulsa County Board of County Commissioners for the above listed projects.

ATTACHMENTS:

- Amendment to Capital Improvements Agreement (Owasso 76th Street North and Main Improvements Project)
- Amendment to Capital Improvements Agreement (Owasso Heart Healthy Trail 5K Project)
- Amendment to Capital Improvements Agreement (Owasso Expansion of Rayola Park Splash Pad Project)
- Amendment to Capital Improvements Agreement (Owasso Events Facilities-Sports Park Project #1) (4-Plex Lighting)
- Capital Improvements Agreement - Owasso Events Facilities-Sports Park Project #2 (Sports Park Paving)
- Capital Improvements Agreement - Owasso Sports Complex Feature Splash Pad Project
- Capital Improvements Agreement - Owasso Dog Park Project

**AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Owasso 76th Street North and Main Improvements Project)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of _____, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF OWASSO, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated June 7, 2016; and

WHEREAS, the Board and the Contracting Party now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. "Maximum Amount of Advances" means \$950,000.00."

3. Section 18 of the Agreement is hereby amended by deleting from the seventh line thereof "(3.30%)" and inserting thereat "(2.088%)."

4. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

“Contracting Party”

CITY OF OWASSO, OKLAHOMA

By _____
Name _____
Title _____

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name Karen Keith
Title Chairman

**AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Owasso Heart Healthy 5K Trail Project)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of _____, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF OWASSO, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated December 1, 2015; and

WHEREAS, the Board and the Contracting Party now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. "Maximum Amount of Advances" means \$722,500.00."

3. Section 18 of the Agreement is hereby amended by deleting from the seventh line thereof "(1.829%)" and inserting thereat "(1.588%)."

4. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

“Contracting Party”

CITY OF OWASSO, OKLAHOMA

By _____
Name _____
Title _____

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name Karen Keith
Title Chairman

**AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Owasso Expansion of Rayola Park Splash Pad Project)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of _____, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF OWASSO, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated December 1, 2015; and

WHEREAS, the Board and the Contracting Party now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. "Maximum Amount of Advances" means \$258,419.00."

3. Section 18 of the Agreement is hereby amended by deleting from the seventh line thereof "(.659%)" and inserting thereat "(.568%)."

4. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

“Contracting Party”

CITY OF OWASSO, OKLAHOMA

By _____
Name _____
Title _____

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name Karen Keith
Title Chairman

**AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Owasso Events Facilities-Sports Park Project #1)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of _____, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF OWASSO, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated December 1, 2015; and

WHEREAS, the Board and the Contracting Party now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. "Maximum Amount of Advances" means \$347,115.00."

3. Section 18 of the Agreement is hereby amended by deleting from the seventh line thereof "(0.89%)" and inserting thereat "(0.76%)."

4. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

“Contracting Party”

CITY OF OWASSO, OKLAHOMA

By _____
Name _____
Title _____

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name Karen Keith
Title Chairman

**OWASSO EVENTS FACILITIES-SPORTS PARK
PROJECT #2**

**CAPITAL IMPROVEMENTS
AGREEMENT**

between

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

and

CITY OF OWASSO, OKLAHOMA

Dated _____, 2016

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LIST OF EXHIBITS

- Exhibit "A" Description of Improvements
- Exhibit "B" Description of Land
- Exhibit "C" Authorization and Certificate of Program Manager
- Exhibit "D" Authorization and Certificate of Project Manager
- Exhibit "E" Construction Advance Request
- Exhibit "F" Non-Construction Advance Request

CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF OWASSO, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a Resolution (the "Resolution") calling for a special election to levy and collect a sales tax to fund educational, health care and events facilities for the purpose of promoting economic development within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for educational, health care and events facilities which promote economic development, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On May 6, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of Two Million Four Hundred Ninety-six Thousand Three Hundred Twenty and no/100ths Dollars (\$2,496,320.00) for the construction of, among other capital improvements, the capital improvements described within Exhibit "A" attached hereto (the "Improvements") on land described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for the purpose of funding the costs of the construction of the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. "Advance" shall mean any Construction Advances or Non-Construction Advances.

1.2. "Application and Certificate for Payment" means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. "Approved Budget" means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Excess Sales Tax, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. "Architect" means the architect(s) who execute the Architect/Engineer Agreement.

1.5. "Architect/Engineer Agreement" means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. "Authorization and Certificate of Program Manager" means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit "C" hereto.

1.7. "Authorization and Certificate of Project Manager" means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager, as determined by the Board, in the form and content set forth on Exhibit "D" hereto.

1.8. "Bidding Documents" means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. "Builder's Risk Insurance" means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under "extended coverage" policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. "Certificate of Completion" means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. "Change Orders" mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. "Completion Date" means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13. "Construction Advance" means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. "Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit "E."

1.15. "Construction Contracts" means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. "Construction Schedule" means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. "Contracting Party" means the City of Owasso, Oklahoma.

1.18. "Contractors" means the contractors who execute Construction Contracts.

1.19. "Cost of Construction" means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any

interest in land, obligations incurred for labor and materials and to architects, project managers, contractors, builders and materialmen; the restoration or relocation of property damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. "County" means Tulsa County, Oklahoma.

1.21. "Depository" means BOKF, NA, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. "Engineer" means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. "Excess Sales Tax" has the meaning set forth within Paragraph C of the Recitals hereof.

1.24. "Governmental Approvals" means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. "Governmental Authority" means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. "Government Requirements" means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. "Improvements" means the Improvements described within Exhibit "A" attached hereto.

1.28. "Land" has the meaning set forth in Paragraph E of the Recitals hereof.

1.29. "Maximum Amount of Advances" means \$2,149,205.00.

1.30. "Non-Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit "F."

1.31. “Non-Construction Advance” means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. “Opinion of Contracting Party’s Counsel” means an opinion from the Contracting Party’s counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the Excess Sales Tax; (iv) there are, to the Contracting Party’s counsel’s knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party’s counsel’s best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. “Payment and Performance Bonds” means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. “Plans” means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Board.

1.35. “Program Manager” means Program Management Group, L.L.C.

1.36. “Project” means the Improvements and the Land.

1.37. “Project Manager” means the project manager or construction manager who executes the Project Manager Agreement.

1.38. “Project Manager Agreement” means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. “Resolution” means the Resolution of the Board described within Paragraph A of the Recitals hereof.

1.40. "Termination Event" shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Board by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. "Vision Authority" means Tulsa Vision Authority, an Oklahoma public trust.

1.42. "Vision Authority Resolution" has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the Contracting Party for a portion of the costs of the design, acquisition, construction, equipping and furnishing of the Improvements described within Exhibit "A" hereto, subject to and in accordance with the terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

3.1.1. Approved Budget;

3.1.2. Written detailed description of the Project;

3.1.3. Construction Schedule;

3.1.4. Opinion of Contracting Party's Counsel;

3.1.5. Copy of Project Manager Agreement, if any;

3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project;

3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

4.2.1. Copy of Architect/Engineer Agreement, if any;

4.2.2. Plans;

4.2.3. Copy of all Construction Contracts;

4.2.4. Copy of all Governmental Approvals;

4.2.5. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.6. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.7 Copy of Payment and Performance Bonds;

4.2.8. Copy of all Bidding Documents;

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3. The Construction Advance complies and is in accordance with the Approved Budget.

4.4 The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5 No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3. The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.5. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not

more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request;

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall cause its Depository to disburse to the Contracting Party, or to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances. The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after November 1, 2017.

6.7. Advances Solely from Excess Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of the sales tax proceeds pursuant to projects agreements between the Board and the Tulsa County Industrial Authority securing the payment of bonds issued by such Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board, accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3 The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Sections 5, 7 and 8 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with the Board as follows:

7.1. Existence and Qualification. The Contracting Party is an Oklahoma municipality, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Authority, Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not

constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before November 1, 2017.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling \$45,500,000.00 (the "Total Excess Sales Tax") will be available

for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (4.723%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such costs of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable by the Contracting Party on the dates interest is due thereon. It is hereby acknowledged that under applicable Oklahoma law, the Contracting Party may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, such payment obligations of the Contracting Party shall be on a year-to-year basis. The Contracting Party's obligation to make such payments is subject to the availability of funds and annual appropriations thereof by the Contracting Party.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Tulsa County:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Owasso, Oklahoma
111 N. Main Street
Owasso OK 74055
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with any and all prior agreements and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

19.15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

**THE CITY OF OWASSO,
OKLAHOMA, a municipal corporation**

Date: _____

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED:

City Attorney

"Board"

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____

Name _____

Title Chairman

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

Construction of new parking lots, roadways and paving of existing gravel parking lots for the Sports Park, including grading, storm water drainage, and may include utility installation and lighting. Additional features will be to tie to future trail heads affiliated with a 5K Trail throughout the Sport Park.

EXHIBIT "B"

DESCRIPTION OF LAND

Owasso Sports Park complex located at 10319 East 106th Street North, Owasso, Oklahoma.

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Owasso Events Facilities-Sports Park Project #2 (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

- (a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and
- (b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and
- (d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and
- (e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.
- (f) that certain Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____

PROGRAM MANAGER

By _____
Authorized Representative

EXHIBIT "D"

AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Owasso, Oklahoma (the "Contracting Party") in connection with the Owasso Events Facilities-Sports Park Project #2 (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

- (a) all construction of the Improvements, as defined in the Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement"), has been done in accordance with the Plans (as defined in the Agreement); and
- (b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and
- (c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and
- (d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and
- (f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and
- (g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____

By: _____
Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Owasso, Oklahoma
Owasso, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016 (the "Agreement"), regarding the Owasso Events Facilities Sports Park Project #2 by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Owasso, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

CITY OF OWASSO, OKLAHOMA

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Owasso, Oklahoma
Owasso, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016, (the "Agreement"), regarding the Owasso Event Facilities Sports Park Project #2 by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Owasso, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of \$ _____ to the parties set forth below for the following purposes:

Payees

Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

By: _____
Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

**OWASSO SPORTS COMPLEX FEATURE
SPLASH PAD PROJECT**

**CAPITAL IMPROVEMENTS
AGREEMENT**

between

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

and

CITY OF OWASSO, OKLAHOMA

Dated _____, 2016

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CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF OWASSO, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a Resolution (the "Resolution") calling for a special election to levy and collect a sales tax for the purpose of funding capital improvements for community enrichment within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for capital improvements for community enrichment within Tulsa County, Oklahoma, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On May 6, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of Three Million Nine Hundred Twenty-nine Thousand Three Hundred Eighty-five and no/100ths Dollars (\$3,929,385.00) for the construction of, among other capital improvements, the capital improvements described within Exhibit "A" attached hereto (the "Improvements") on land described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for the purpose of funding the costs of the construction of the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. "Advance" shall mean any Construction Advances or Non-Construction Advances.

1.2. "Application and Certificate for Payment" means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. "Approved Budget" means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Excess Sales Tax, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. "Architect" means the architect(s) who execute the Architect/Engineer Agreement.

1.5. "Architect/Engineer Agreement" means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. "Authorization and Certificate of Program Manager" means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit "C" hereto.

1.7. "Authorization and Certificate of Project Manager" means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager, as determined by the Board, in the form and content set forth on Exhibit "D" hereto.

1.8. “Bidding Documents” means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. “Builder’s Risk Insurance” means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under “extended coverage” policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. “Certificate of Completion” means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. “Change Orders” mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. “Completion Date” means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13 “Construction Advance” means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. “Construction Advance Request” means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit “E.”

1.15. “Construction Contracts” means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. “Construction Schedule” means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. “Contracting Party” means the City of Owasso, Oklahoma.

1.18. “Contractors” means the contractors who execute Construction Contracts.

1.19. “Cost of Construction” means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any

interest in land, obligations incurred for labor and materials and to architects, project managers, contractors, builders and materialmen; the restoration or relocation of property damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. "County" means Tulsa County, Oklahoma.

1.21. "Depository" means BOKF, NA, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. "Engineer" means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. "Excess Sales Tax" has the meaning set forth within Paragraph C of the Recitals hereof.

1.24. "Governmental Approvals" means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. "Governmental Authority" means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. "Government Requirements" means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. "Improvements" means the Improvements described within Exhibit "A" attached hereto.

1.28. "Land" has the meaning set forth in Paragraph E of the Recitals hereof.

1.29. "Maximum Amount of Advances" means \$760,000.00.

1.30. "Non-Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit "F."

1.31. “Non-Construction Advance” means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. “Opinion of Contracting Party’s Counsel” means an opinion from the Contracting Party’s counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the Excess Sales Tax; (iv) there are, to the Contracting Party’s counsel’s knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party’s counsel’s best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. “Payment and Performance Bonds” means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. “Plans” means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Board.

1.35. “Program Manager” means Program Management Group, L.L.C.

1.36. “Project” means the Improvements and the Land.

1.37. “Project Manager” means the project manager or construction manager who executes the Project Manager Agreement.

1.38. “Project Manager Agreement” means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. “Resolution” means the Resolution of the Board described within Paragraph A of the Recitals hereof.

1.40. "Termination Event" shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Board by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. "Vision Authority" means Tulsa Vision Authority, an Oklahoma public trust.

1.42. "Vision Authority Resolution" has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the Contracting Party for a portion of the costs of the design, acquisition, construction, equipping and furnishing of the Improvements described within Exhibit "A" hereto, subject to and in accordance with the terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

3.1.1. Approved Budget;

3.1.2. Written detailed description of the Project;

3.1.3. Construction Schedule;

3.1.4. Opinion of Contracting Party's Counsel;

3.1.5. Copy of Project Manager Agreement, if any;

3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project;

3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

4.2.1. Copy of Architect/Engineer Agreement, if any;

4.2.2. Plans;

4.2.3. Copy of all Construction Contracts;

4.2.4. Copy of all Governmental Approvals;

4.2.5. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.6. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.7. Copy of Payment and Performance Bonds;

4.2.8. Copy of all Bidding Documents;

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3. The Construction Advance complies and is in accordance with the Approved Budget.

4.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5. No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3. The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.5. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not

more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request;

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall cause its Depository to disburse to the Contracting Party, or to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances. The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after November 1, 2017.

6.7. Advances Solely from Excess Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of the sales tax proceeds pursuant to projects agreements between the Board and the Tulsa County Industrial Authority securing the payment of bonds issued by such Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board, accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3 The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Sections 5, 7 and 8 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with the Board as follows:

7.1. Existence and Qualification. The Contracting Party is an Oklahoma municipality, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Authority, Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not

constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before November 1, 2017.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling \$45,500,000.00 (the "Total Excess Sales Tax") will be available

for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (1.67%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such costs of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable by the Contracting Party on the dates interest is due thereon. It is hereby acknowledged that under applicable Oklahoma law, the Contracting Party may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, such payment obligations of the Contracting Party shall be on a year-to-year basis. The Contracting Party's obligation to make such payments is subject to the availability of funds and annual appropriations thereof by the Contracting Party.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Tulsa County:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Owasso, Oklahoma
111 N. Main Street
Owasso OK 74055
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with any and all prior agreements and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

19.15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

**THE CITY OF OWASSO,
OKLAHOMA, a municipal corporation**

Date: _____

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED:

City Attorney

"Board"

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____

Name _____

Title Chairman

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

Complete design and construction of an aquatic recreational facility.

EXHIBIT "B"

DESCRIPTION OF LAND

Owasso Sports Park located at 10319 E. 106th St. North, Owasso, Oklahoma.

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Owasso Sports Complex Feature Splash Pad Project (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

- (a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and
- (b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and
- (d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and
- (e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.
- (f) that certain Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____

PROGRAM MANAGER

By _____
Authorized Representative

EXHIBIT "D"

AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Owasso, Oklahoma (the "Contracting Party") in connection with the Owasso Sports Complex Feature Splash Pad Project (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

- (a) all construction of the Improvements, as defined in the Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement"), has been done in accordance with the Plans (as defined in the Agreement); and
- (b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and
- (c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and
- (d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and
- (f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and
- (g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____

By: Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Owasso, Oklahoma
Owasso, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016 (the "Agreement"), regarding the Owasso Sports Complex Feature Splash Pad Project by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Owasso, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

CITY OF OWASSO, OKLAHOMA

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Owasso, Oklahoma
Owasso, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016, (the "Agreement"), regarding the Owasso Sports Complex Feature Splash Pad Project by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Owasso, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of \$ _____ to the parties set forth below for the following purposes:

Payees

Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

OWASSO DOG PARK PROJECT

**CAPITAL IMPROVEMENTS
AGREEMENT**

between

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

and

CITY OF OWASSO, OKLAHOMA

Dated _____, 2016

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- Exhibit "A" Description of Improvements
- Exhibit "B" Description of Land
- Exhibit "C" Authorization and Certificate of Program Manager
- Exhibit "D" Authorization and Certificate of Project Manager
- Exhibit "E" Construction Advance Request
- Exhibit "F" Non-Construction Advance Request

CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF OWASSO, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a Resolution (the "Resolution") calling for a special election to levy and collect a sales tax for the purpose of funding capital improvements for community enrichment within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for capital improvements for community enrichment within Tulsa County, Oklahoma, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On May 6, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of Three Million Nine Hundred Twenty-nine Thousand Three Hundred Eighty-five and no/100ths Dollars (\$3,929,385.00) for the construction of, among other capital improvements, the capital improvements described within Exhibit "A" attached hereto (the "Improvements") on land described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for the purpose of funding the costs of the construction of the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. "Advance" shall mean any Construction Advances or Non-Construction Advances.

1.2. "Application and Certificate for Payment" means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. "Approved Budget" means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Excess Sales Tax, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. "Architect" means the architect(s) who execute the Architect/Engineer Agreement.

1.5. "Architect/Engineer Agreement" means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. "Authorization and Certificate of Program Manager" means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit "C" hereto.

1.7. "Authorization and Certificate of Project Manager" means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager, as determined by the Board, in the form and content set forth on Exhibit "D" hereto.

1.8. “Bidding Documents” means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. “Builder’s Risk Insurance” means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under “extended coverage” policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. “Certificate of Completion” means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. “Change Orders” mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. “Completion Date” means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13. “Construction Advance” means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. “Construction Advance Request” means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit “E.”

1.15. “Construction Contracts” means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. “Construction Schedule” means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. “Contracting Party” means the City of Owasso, Oklahoma.

1.18. “Contractors” means the contractors who execute Construction Contracts.

1.19. “Cost of Construction” means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any

interest in land, obligations incurred for labor and materials and to architects, project managers, contractors, builders and materialmen; the restoration or relocation of property damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. "County" means Tulsa County, Oklahoma.

1.21. "Depository" means BOKF, NA, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. "Engineer" means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. "Excess Sales Tax" has the meaning set forth within Paragraph C of the Recitals hereof.

1.24. "Governmental Approvals" means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. "Governmental Authority" means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. "Government Requirements" means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. "Improvements" means the Improvements described within Exhibit "A" attached hereto.

1.28. "Land" has the meaning set forth in Paragraph E of the Recitals hereof.

1.29. "Maximum Amount of Advances" means \$400,000.00.

1.30. "Non-Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit "F."

1.31. “Non-Construction Advance” means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. “Opinion of Contracting Party’s Counsel” means an opinion from the Contracting Party’s counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the Excess Sales Tax; (iv) there are, to the Contracting Party’s counsel’s knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party’s counsel’s best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. “Payment and Performance Bonds” means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. “Plans” means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Board.

1.35. “Program Manager” means Program Management Group, L.L.C.

1.36. “Project” means the Improvements and the Land.

1.37. “Project Manager” means the project manager or construction manager who executes the Project Manager Agreement.

1.38. “Project Manager Agreement” means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. “Resolution” means the Resolution of the Board described within Paragraph A of the Recitals hereof.

1.40. "Termination Event" shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Board by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. "Vision Authority" means Tulsa Vision Authority, an Oklahoma public trust.

1.42. "Vision Authority Resolution" has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the Contracting Party for a portion of the costs of the design, acquisition, construction, equipping and furnishing of the Improvements described within Exhibit "A" hereto, subject to and in accordance with the terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

3.1.1. Approved Budget;

3.1.2. Written detailed description of the Project;

3.1.3. Construction Schedule;

3.1.4. Opinion of Contracting Party's Counsel;

3.1.5. Copy of Project Manager Agreement, if any;

3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project;

3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

4.2.1. Copy of Architect/Engineer Agreement, if any;

4.2.2. Plans;

4.2.3. Copy of all Construction Contracts;

4.2.4. Copy of all Governmental Approvals;

4.2.5. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.6. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.7. Copy of Payment and Performance Bonds;

4.2.8. Copy of all Bidding Documents;

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3. The Construction Advance complies and is in accordance with the Approved Budget.

4.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5. No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3. The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.5. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not

more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request;

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall cause its Depository to disburse to the Contracting Party, or to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances. The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after November 1, 2017.

6.7. Advances Solely from Excess Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of the sales tax proceeds pursuant to projects agreements between the Board and the Tulsa County Industrial Authority securing the payment of bonds issued by such Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board, accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3 The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Sections 5, 7 and 8 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with the Board as follows:

7.1. Existence and Qualification. The Contracting Party is an Oklahoma municipality, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Authority, Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not

constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before November 1, 2017.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling \$45,500,000.00 (the "Total Excess Sales Tax") will be available

for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (0.879%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such costs of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable by the Contracting Party on the dates interest is due thereon. It is hereby acknowledged that under applicable Oklahoma law, the Contracting Party may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, such payment obligations of the Contracting Party shall be on a year-to-year basis. The Contracting Party's obligation to make such payments is subject to the availability of funds and annual appropriations thereof by the Contracting Party.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Tulsa County:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Owasso, Oklahoma
111 N. Main Street
Owasso OK 74055
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with any and all prior agreements and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

19.15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

**THE CITY OF OWASSO,
OKLAHOMA, a municipal corporation**

Date: _____

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED:

City Attorney

"Board"

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____

Name _____

Title Chairman

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

Construction of a dog park including training and recreation equipment, trails, parking, access to a future walking trail with connectivity to the Tulsa trail system from Mohawk Park as well as to future trails to the North leading into Owasso.

EXHIBIT "B"

DESCRIPTION OF LAND

McCarty Park, 8200 North 91st East Avenue, Owasso Oklahoma.

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Owasso Dog Park Project (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

- (a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and
- (b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and
- (d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and
- (e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.
- (f) that certain Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____

PROGRAM MANAGER

By _____

Authorized Representative

EXHIBIT "D"

AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Owasso, Oklahoma (the "Contracting Party") in connection with the Owasso Dog Park Project (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

- (a) all construction of the Improvements, as defined in the Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement"), has been done in accordance with the Plans (as defined in the Agreement); and
- (b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and
- (c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and
- (d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and
- (f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and
- (g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____

By: Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Owasso, Oklahoma
Owasso, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016 (the "Agreement"), regarding the Owasso Dog Park Project by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Owasso, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

CITY OF OWASSO, OKLAHOMA

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Owasso, Oklahoma
Owasso, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016, (the "Agreement"), regarding the Owasso Dog Park Project by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Owasso, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of \$ _____ to the parties set forth below for the following purposes:

Payees

Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Scott Chambless
Chief of Police

SUBJECT: Supplemental Appropriation – Owasso First Assembly Donation

DATE: December 2, 2016

BACKGROUND:

On November 6, 2016, Owasso First Assembly hosted a law enforcement appreciation event during their regular Sunday morning worship service. The event focused on honoring Owasso police officers and civilian staff. The Chief of Police was given the opportunity to speak with the congregation about the importance of community support and partnership.

During the event, Pastor Bruce McCarty presented a check to the Chief of Police on behalf of Owasso First Assembly in the amount of \$2,600. The donation will be used to purchase exercise equipment for the gym located in police headquarters. The appreciation event and the donation are a great example of citizens coming together to support their local police department.

RECOMMENDATION:

Staff recommends acceptance of the donation from Owasso First Assembly and approval of a budget amendment in the Police Department, Half-Penny Sales Tax Fund, increasing the estimated revenue and the appropriation for expenditures by \$2,600.



TO: The Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Public Hearing - Owasso Redbud District Project Plan and Increment District No. 1

DATE: December 2, 2016

PUBLIC HEARING:

The City Council is holding one of the two required Public Hearings on the possible creation of a Tax Increment Financing (TIF) District in the downtown Owasso Redbud District area. The primary purpose of the first hearing will be to provide information and to answer questions. The purpose of the second public hearing shall be to give interested persons the opportunity to express their views on the proposed plan.

TAX INCREMENT FINANCING:

The Oklahoma Constitution authorizes the development or redevelopment of areas determined by a city, town, or county to be unproductive, undeveloped, underdeveloped, or blighted. The Local Development Act provides tools to be used in cases where investment, development, and economic growth in an area are difficult but possible if the Act is used.

One of the Act's tools is tax increment financing (TIF), which allows a city, town or county to direct the apportionment of an increment of certain local taxes and fees to finance public project costs in order to stimulate development in an area (the TIF district and the project area).

The increment is (a) the portion of ad valorem taxes produced by the increased value of the property in the TIF district, measured from the date the ordinance creating the district is passed, and/or (b) the portion of sales taxes collected each year that are generated by the projects in the TIF district, as determined by a formula approved by the governing body.

The TIF district is established by the development and approval of a project plan, which specifies the project area, the boundaries of the increment district, the objectives for the project area, the activities to be carried out in furtherance of those objectives, and the costs.

BACKGROUND:

For many months, the City of Owasso has looked into the development of a Tax Increment Financing District covering the downtown Owasso Redbud District area. Staff enlisted the help of the Center for Economic Development Law (CEDL) to assist with the possible creation of a TIF District. CEDL has assisted staff in ensuring that all statutory requirements have been met, and has provided professional expertise in the area of TIF development and implementation.

As part of the analysis of a potential TIF, a parcel-by-parcel analysis of the TIF area was performed. This analysis tries to determine the potential development that could take place on each parcel and a timeline of when the development could take place. Staff ensured that very conservative estimates were used when creating the TIF documents.

The TIF and its possible creation were discussed by the City Council at the August, September, October and November Council work sessions. A TIF District was also discussed by the Owasso Economic Development Authority during their August & November meetings. The Owasso Planning Commission discussed TIF at their September, October and November regular meetings.

TIMELINE:

Oklahoma State Statutes define a specific process for the creation of a TIF District. The following outlines the process and target date for the creation of the TIF:

Steps for Considering and Creating a TIF District:

1. Governing Body Initiation of Process.

- a. Governing body resolution establishes the review committee and appoints its representative.
- b. The Review Committee consists of:
 1. A representative of the governing body, to serve as chairperson;
 2. A representative of the planning commission, if applicable;
 3. A representative designated by each taxing jurisdiction within the proposed TIF district whose ad valorem taxes might be impacted by the project; and
 4. Three members (at least one of whom represents the business community) representing the public at-large and selected by the other Review Committee members from a list of seven names submitted by the chairperson of the committee.

2. Review Committee Consideration.

- a. Committee elects at-large members.
- b. Committee studies proposed project and makes findings on eligibility of proposed project area and TIF district.
- c. Committee makes findings on financial impacts of proposed project upon affected taxing jurisdictions and business activities in the proposed TIF district.
- d. Committee makes a recommendation regarding approval of proposed project and creation of TIF district.

3. Planning Commission Review.

- a. Planning commission determines whether proposed project plan conforms with comprehensive (master) plan, if applicable.
- b. Planning commission makes a recommendation regarding approval of proposed project plan.

4. Governing Body Consideration and Approval.

- a. Governing body must hold two public hearings before adoption of a project plan – one to provide information, including an analysis of potential impacts, and to answer questions, and a second to give interested persons the opportunity to express their views on the proposed project plan.
- b. Governing body considers the findings and recommendation of the review committee and the resolution and recommendation of the planning commission, if applicable.

- c. Governing body makes final determination that the proposed TIF district meets the eligibility criteria of the statute, including that the project area is an enterprise area, a historic preservation area, or a reinvestment area.
- d. Governing body makes finding that the improvement of the area is likely to enhance the value of other real property in the area and to promote the general public interest.
- e. Governing body adopts ordinance (or resolution) approving the project and establishing the TIF district.

TIF REVIEW COMMITTEE:

On September 20, City Council approved Resolution 2016-15 creating the TIF Review Committee. The Review Committee consisted of the following members:

CITY OF OWASSO REPRESENTATIVES:

- **Owasso City Council** –Lyndell Dunn, Mayor
- **Owasso Planning Commission** – David Vines, Commissioner

TAXING JURISDICTIONS:

- **Owasso Public Schools** – Dr. Clark Ogilvie, Superintendent
- **TulsaTech** – Deidre Howard, Director of Finance
- **Tulsa Community College** – Sean Weins, VP of Administration
- **Tulsa City/County Health Department** – Reggie Ivey, COO
- **Tulsa City/County Library** – Gail Morris, CFO
- **Tulsa County** – John Smaligo, Commissioner

AT-LARGE:

- **At Large 1 (Retail/Business Representative)** – Heather Manuel, Urban Owasso
- **At Large 2** – Nick Kila, Edward Jones
- **At Large 3** – Dr. Jason Drake, Drake Chiropractic

The Review Committee, per Oklahoma State Statute, is tasked with making findings as to the eligibility of the TIF; making a recommendation on the proposed Project Plan; and making findings as to the Financial Impact of the taxing jurisdictions.

After three meetings, the Review Committee voted unanimously (11-0) to recommend approval of the Owasso Redbud District Project Plan and Increment District No. 1.

PLANNING COMMISSION:

The Owasso Planning Commission held a public hearing at a Special Meeting on November 21, 2016. The Planning Commission voted unanimously (4-0) to recommend approval of Owasso Redbud District Project Plan and Increment District No. 1, finding that the proposed TIF District is in compliance with the GrOwasso 2030 Land Use Master Plan.

The TIF information has been placed on the City of Owasso website for public viewing and notice of the two required public hearings has been posted and published in the public notice section of the Tulsa World and the Owasso Reporter.

TIF ELIGIBILITY:

In order to establish a tax increment finance district, Section 856(B)(4)(a) of the Act requires that the governing body adopt an ordinance that contains a finding that the Project Area or Increment District meets one of the following criteria: (1) is a reinvestment area, (2) is a historic preservation area, (3) is an enterprise area, or (4) is a combination of the areas specified in divisions (1), (2) and (3) of this subparagraph. Please reference the attached "Eligibility Report."

A large part of the Project Area and Increment District is an enterprise area. All of the Project Area and Increment District is a reinvestment area. Therefore, consistent with the Act's requirements, the Project Area and Increment District is eligible for the establishment of a tax increment district.

FINANCIAL IMPACT:

The ad valorem tax revenue generated from the base assessed value of property within the increment district is distributed to the taxing jurisdictions according to each jurisdiction's levy. Throughout the life of the project, the base revenue will continue to flow to the taxing jurisdictions. In the event of a general reassessment of property values within the increment district, the ad valorem tax revenue received by the taxing jurisdictions will be proportionately adjusted. To this extent, the taxing jurisdictions are not affected by the implementation of tax increment financing through ad valorem apportionment.

Once development of the property within the increment district occurs, the market value increases, and so the assessed value of that property also increases. The difference between the ad valorem tax revenue produced by this increased value and that produced by the base assessed value—the incremental increase or increment—is apportioned (i.e. allotted) to an apportionment fund that is used to pay the eligible public costs of the project either directly or through the issuance of bonds.

This apportionment of ad valorem tax increments will continue for the lesser of a period of 25 fiscal years from the date of approval or until all eligible public costs are paid. Once the tax apportionment period expires, the revenue from the increased assessed value of property within the increment district will be divided among the taxing jurisdictions, in addition to the revenue from the base assessed value that these entities will have continued to receive.

The proposed project will have a positive long-term financial benefit for the Owasso community, affected taxing jurisdictions, and business activities. Correspondingly, no appreciable adverse impact is likely to result from the project for the taxing jurisdictions or business activities within the Project Area. The impact of anticipated development on the provision of governmental services is balanced by the public improvements and infrastructure component in the Project Plan, which addresses public costs associated with the project and minimizes the burden of providing additional government services.

PROJECT PLAN:

The Owasso Redbud District Project Plan is a project plan as defined under the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*, and is referred to here as the "Project Plan." The project is being undertaken by the City of Owasso, Oklahoma ("City") to develop the area surrounding Main Street, known as the Redbud District, achieve the City's development objectives, improve the quality of life for its citizens, stimulate private investment, and enhance the tax base.

At the heart of this project is the creation of the Redbud District as a special and unique place within Owasso, a place to live, work, shop, and play. Beginning with the Downtown Master Plan in 2001, the City has prioritized the revival of its Main Street and surrounding area. Since that time, through several planning documents, including approval of the Downtown Overlay District promoting smart development in the area, and robust branding, the Redbud District is ripe for its transformation. The City, through this Project Plan, is continuing its effort to revive its downtown and make the Redbud District a destination area for residents and visitors.

The effort to create such a place requires public assistance to stimulate private development. This Project Plan is a critical element in fostering public-private partnerships to create the type of development that the City seeks but can achieve only by means of the financing tools available under the Oklahoma Local Development Act, including tax increment financing.

An increment district provides funding for public sector costs to stimulate private development and provide improvements to and beautification of the area to create the dense, high-quality development that the City contemplates. The project will be financed from a combination of public and private sources, including apportionment of ad valorem and sales tax increments from Increment District No. 1, City of Owasso.

RECOMMENDATION:

Staff recommends the City Council hold a public hearing to provide information and to answer questions on the Owasso Redbud District Project Plan and Increment District No. 1.

ATTACHMENTS:

Proposed TIF Adoption Schedule
Eligibility Report
Project Plan Recommended by Review Committee & Planning Commission
Financial Impacts Report
Planning Commission Resolution 2016-02
Findings and Recommendation of the TIF Review Committee
Memo from CEDL to OEDA regarding impact of TIF on Owasso Public Schools

OWASSO REDBUD DISTRICT PROJECT

Proposed Adoption Schedule

September							October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

November							December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

DATE	EVENT
September 20, 2016	City Council resolution declaring intent to consider Project Plan and appointing Review Committee
September 29, 2016	Letters to affected taxing jurisdictions requesting Review Committee member selections
October 25, 2016	Post Agenda of Review Committee first meeting
October 27, 2016	Review Committee first meeting
November 1, 2016	Post Agenda of Review Committee second meeting
November 3, 2016	Review Committee second meeting
November 10, 2016	Economic Development Authority meeting
November 15, 2016	Post Agenda of Review Committee third meeting
November 17, 2016	Review Committee third meeting
November 21, 2016	Planning Commission meeting – resolution re: conformance with

DRAFT 11-4-16
Subject to review and update

Comprehensive Plan

November 21, 2016	Newspaper publication and website posting of notice of public hearings; Project Plan and Economic Impacts Report on City Website and at City Clerk's office
November 21, 2016	Notice of Hearings Mailed/Emailed to Registrants
December 6, 2016	City Council First Public Hearing of Ordinance Establishing TIF
December 20, 2016	City Council Second Public Hearing of Ordinance Establishing TIF
December 22, 2016	Request for determination of Base Assessed Value by County Assessor; request for determination of sales tax base
December 22, 2016	Notice to Oklahoma Tax Commission and Oklahoma Department of Commerce
Spring, 2017	Notice to School District of opportunity to protest Base Assessed Value (send immediately after County Assessor certifies Base Assessed Value)

**OWASSO REDBUD DISTRICT PROJECT PLAN
INCREMENT DISTRICT NO. 1, CITY OF OWASSO**

ELIGIBILITY REPORT

PREPARED BY:

THE CITY OF OWASSO, OKLAHOMA



WITH THE ASSISTANCE OF:

**CENTER FOR ECONOMIC DEVELOPMENT LAW
301 North Harvey, Suite 100
Oklahoma City, Oklahoma 73102
(405) 232-4606
econlaw@econlaw.com**

OWASSO REDBUD DISTRICT PROJECT PLAN ELIGIBILITY REPORT

I. DESCRIPTION OF PROJECT

The Owasso Redbud District Project Plan (“Project Plan”) is being undertaken by the City of Owasso, Oklahoma (“City”) in order to develop the area surrounding Main Street, known as the Redbud District, achieve the City’s development objectives, improve the quality of life for its citizens, stimulate private investment, and enhance the tax base. At the heart of the project is the creation of the Redbud District as a special and unique place within Owasso, a place to live, work, shop, and play. Such a goal requires public assistance to stimulate private development. The Project Plan is a critical element in fostering public-private partnerships to create the type of development that the City seeks but can achieve only by means of the financing tools available under the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”).

II. BOUNDARIES OF PROJECT AREA AND INCREMENT DISTRICT

The boundaries of the Project Area and Increment District are the same and are generally located within the following boundaries: beginning at the western terminus of North Carlsbad Street, east along West 3rd Street to the east side of North Atlanta Street, north one lot, then east one lot, then north to West 4th Street, then east along West 4th Street to North Main Street, south to one lot north of West 3rd Street, then east along West 3rd Street to one lot before Cedar Street, south to East 2nd Street, then east along East 2nd Street to the west Owasso Expressway service road, then south along Owasso Expressway to East 71st Street, west generally along East 71st Street to South Main Street, north to West 5th Avenue, west to North Mingo Road, north along Mingo Road to West 2nd Avenue (E 76th St N), east along West 2nd Avenue to the western side of the Owasso Sertoma Center, north to the railroad tracks, then across the railroad tracks back to North Carlsbad Street and West 3rd Street.

The Project Area and Increment District boundaries are depicted on Exhibit A. The Project Area and Increment District boundaries are described on Exhibit B.

III. ELIGIBILITY OF PROJECT AREA AND INCREMENT DISTRICT

In order to establish a tax increment finance district, Section 856(B)(4)(a) of the Act requires that the governing body adopt an ordinance that contains a finding that the Project Area or Increment District meets one of the following criteria: (1) is a reinvestment area, (2) is a historic preservation area, (3) is an enterprise area, or (4) is a combination of the areas specified in divisions (1), (2) and (3) of this subparagraph. The Project Area qualifies as a combination of areas.

A. Enterprise Area. A large portion of the Project Area and Increment District qualifies as an enterprise area under the Act. Such portion has been designated as an Enterprise Zone by the Oklahoma Department of Commerce. Therefore, it meets the relevant grounds for eligibility as an enterprise area. Sections 853(5) and (6) of the Act define an “enterprise area” as “an enterprise zone as designed by the Department of Commerce pursuant to the provisions of Section 690.3 of this title or as designated by the federal government.” A current map of Oklahoma Department of Commerce Enterprise Zones in the Project Area and Increment District is attached as Exhibit C.

B. Reinvestment Area. The Project Area and Increment District also qualifies as a reinvestment area under the Act. 62 O.S. §853(17) defines “reinvestment area” as:

any area located within the limits of a city, town or county requiring public improvements, including but not limited to transportation-related projects identified by any transportation authority pursuant to Section 1370.7 of Title 68 of the Oklahoma Statutes, to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base or in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is detrimental to the public health, safety, morals or welfare. Such an area may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. Such an area includes a blighted area as defined in Section 38-101 of Title 11 of the Oklahoma Statutes at the time of approval of the project plan.

The Project Area and Increment District qualifies as a reinvestment area because it lies in an area requiring public improvements to reverse economic stagnation and attract investment. The condition and capacity of water and sewer lines in the Project Area cannot withstand additional development. The utilities are inadequate and require upgrade to support the City’s objectives. The poor condition of streets and alleys, as well as a lack of public parking, negatively impact the ability to attract investment and expand employment in the area.

C. Eligibility. A large part of the Project Area and Increment District is an enterprise area. All of the Project Area and Increment District is a reinvestment area. Therefore, consistent with the Act’s requirements, the Project Area and Increment District is eligible for the establishment of a tax increment district.

IV. EXHIBITS

- A. Project Area and Increment District Boundaries Map
- B. Project Area and Increment District Legal Description
- C. Partial Project Area and Increment District Enterprise Zone Map

Exhibit A

Project Area and Increment District No.1 Boundaries

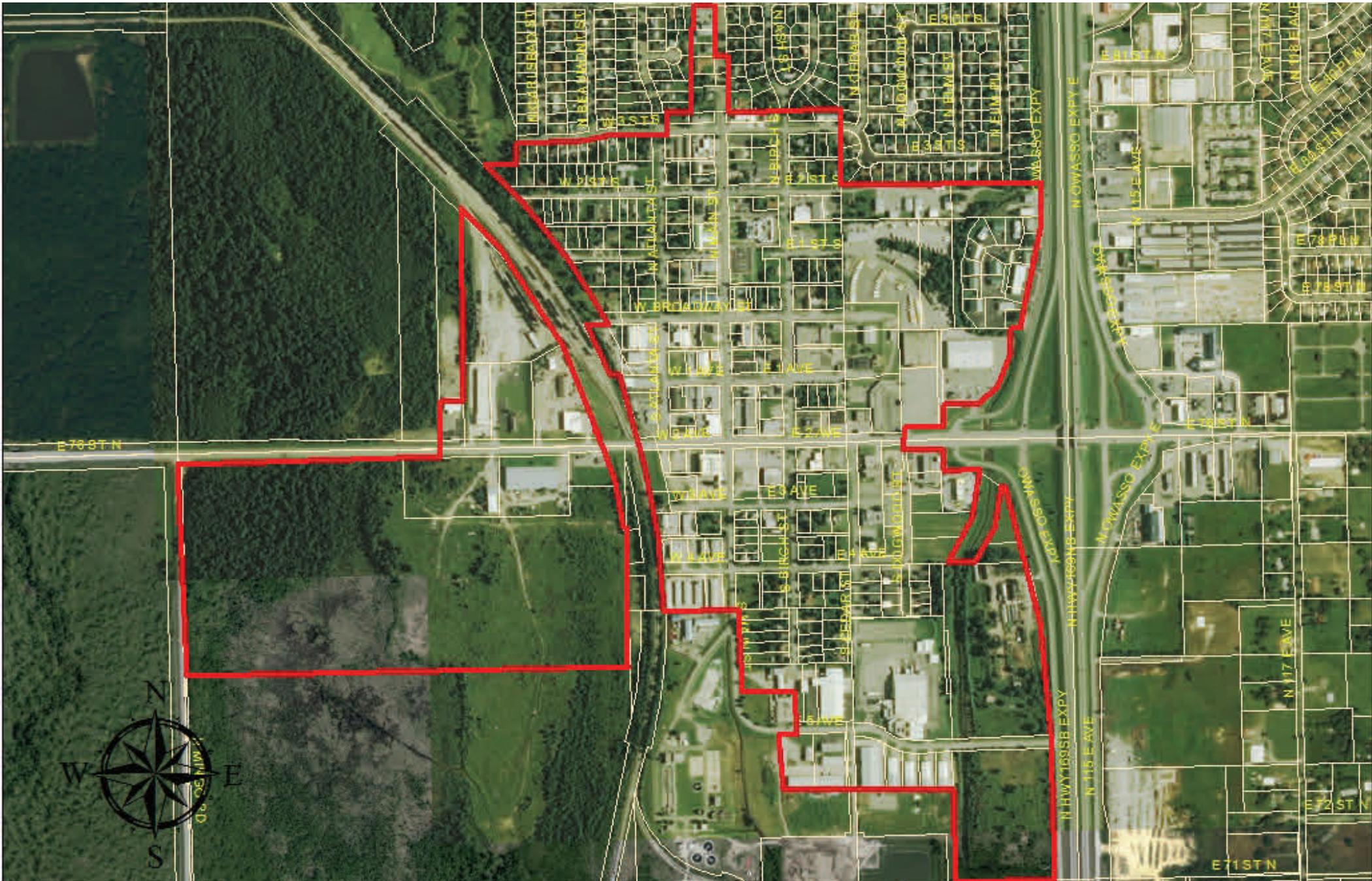


Exhibit B

Project Area and Increment District No. 1 Boundaries Legal Description

Beginning at the southeast corner of Lot 6, Block 1 of the Owasso Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west along said south lot line a distance of 57 feet, thence north along said lot line a distance of 283 feet, Thence west along south lot of said lot a distance of 490 feet, Thence north along said lot line a distance of 24 feet, Thence west along said lot line a distance of 41 feet, Thence north along said lot line a distance of 240.2 feet to the northwest corner of said Lot 6, Thence to a point 17.45 feet north and 50.26 feet west of northwest corner of said Lot 6, Thence west a distance of 393.5 feet to a point 149.63 feet south of the southwest corner of Lot 1, Block 1 of Owasso Industrial Parks Phase IV, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence north a distance of 332.1 feet to the Northwest corner of said Lot 1, Block 1, Thence east a distance of 87.7 feet to a point on the north lot line of said Lot 1, Block 1, Thence north a distance of 255 feet to a point 165 feet south and 310 feet east of the southwest corner of Lot 5, Block 1 of Ivadel, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west a distance of 310 feet to a point 165 feet south of said Lot 5, Block 1, Thence north a distance of 495 feet to the northwest corner of Lot 1, Block 1, of Ivadel, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west a distance of 457.07 feet to the southwest corner of Lot 4, Block 34, Owasso Original Town, a subdivision in the City of Owasso, Tulsa County, Oklahoma, also a point on the east right-of-way line of the Southern Kansas Oklahoma Railroad right-of-way, Thence north along said railroad right-of-way a distance of 994.2 feet, Thence continuing north along said railroad right-of-way a distance of 385.2 feet, Thence north a distance of 55 feet along the quarter section line to a point on the east right-of-way of said railroad, thence northwest along said railroad right-of-way a distance of 95.2 feet, Thence west a distance of 35.7 feet along said railroad right-of-way, Thence northwest along said railroad right-of-way a distance of 331.4 feet, Thence east a distance of 141.8 feet to a point on the east right-of-way of said railroad, also a point on the south right-of-way of West Broadway Street, Thence northwest along said railroad right-of-way a distance of 1213.8 feet to the to the northwest corner of Lot 11, Block 8, of Greenlees, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence east along said north line of said subdivision a distance of 202.94 feet to the southwest corner of Lot 10, Block 5, of Starlane, a subdivision in the City of Owasso, Tulsa county, Oklahoma, Thence north along the west line of said Lot 10 a distance of 125 feet to the northwest corner of said Lot 10, also a point on the south right-of-way of West Third Street North, a street in the City of Owasso, Thence east along said right-of-way a distance of 885.1 feet to the northwest corner of Lot 4, Block 6, Owasso Original Town, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence north along the east right-of-way of North Atlanta Street West a distance of 138.1 feet to the northwest corner of Lot 2, Block 3 of the said

subdivision, Thence east a distance of 162.1 feet to the southeast corner of Lot 16, Block 2, of Crestview Estates, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence north a distance of 150 feet to a point on the east line of Lot 14, Block 2 of said subdivision, Thence east 5 feet to a point on the east line of Lot 14, Block 2 of said subdivision, Thence north 340.4 feet to the northeast corner of Lot 9, Block 2 of said subdivision, Thence east 18.73 feet to the southeast corner of Lot 1, Block 2 of said subdivision, Thence north along the east line of said Lot 1 a distance of 139.07 feet to the northeast corner of said lot, also a point on the south right-of-way line of West Fourth Street North, a street in the City of Owasso, Thence east along said south right-of-way line a distance of 121.2 to a point on the west right-of-way line of North Main Street, a street in the City of Owasso, Thence south along said west right-of-way line a distance of 305 feet, Thence east a distance of 75 feet to a point on the east right-of-way line of North Main Street, a street in the City of Owasso, Thence south along the said east right-of-way line a distance of 5 feet, Thence west 75 feet to a point on the west right-of-way of said street, Thence south along the said west right-of-way a distance of 95 feet, Thence east along said west right-of-way a distance of 5 feet, Thence south along said west right-of-way a distance of 80.38 feet, Thence east a distance of 70 feet to a point on the said east right-of-way line, Thence south along said east right-of-way a distance of 150 feet, also a point on the north line of Lot 2, Block 2, of Owasso Original Town, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence east a distance 653.2 feet to the northeast corner of Lot 1, Block 1 of said subdivision, Thence south a distance of 453.85 feet to the southwest corner of Lot 13, Block 6, of Wilawood, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence east a distance of 1,190.2 feet to the southeast corner of Lot 15, Block 5 of said subdivision, also a point on the west right-of-way of the Mingo Valley Expressway, Thence south along said right-of-way a distance of 210 feet to northeast corner of Lot 1, Block 1, Forrest Drive Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south along east line of said Lot 1 a distance of 75.5 feet, Thence southwest a distance of 604.82 feet to the southeast corner of Lot 6, Block 1, of Forrest Drive Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west along the south line of said Lot 6, a distance of 47.58 feet, Thence south along the right-of-way of Mingo Valley Expressway a distance of 161.4 feet, thence southwest along said right-of-way a distance of 235.4 feet, thence southwest along said right-of-way a distance 159.1 feet, Thence west along said right-of-way a distance of 208.3 feet, Thence south along said right-of-way a distance of 113.2 feet, Thence west 247.8 feet along said right-of-way to the southwest corner of Safeway, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south 110.56 feet to the northeast corner of Lot 1, Block 1, Dogwood Center, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south along said lot east line a distance of 37.5 feet, Thence east a distance of 257 feet to the northeast corner of Lot 1, Block 2, Owasso Business Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south along the east line of said lot a distance of 125 feet,

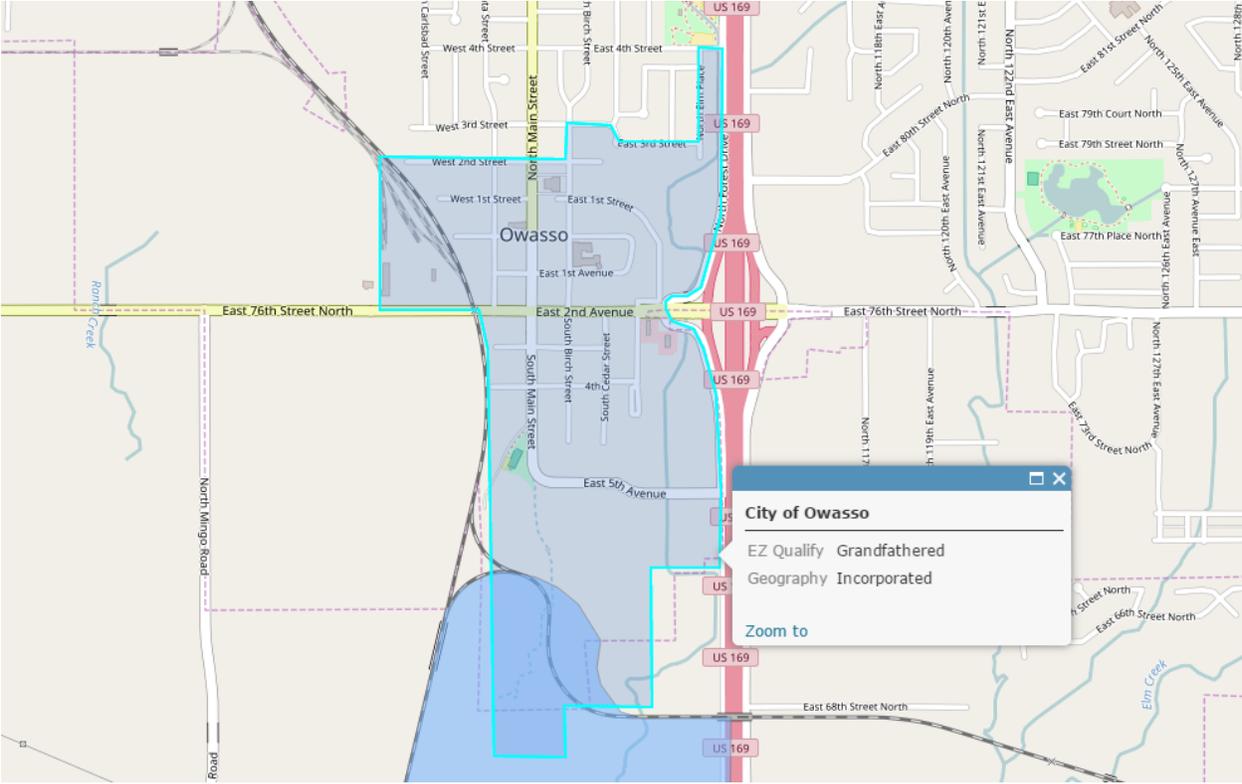
Thence east along the north line of said lot a distance of 200 feet to the northeast corner of said Lot 1, Thence southwest a distance of 247.06 feet to the southeast corner of said Lot 1, Thence continuing southwest a distance of 42.94 feet to a point on the east line of Lot 4, Block 2, of said subdivision, Thence southwest a distance of 303.51 feet to the southeast corner of Lot 5, Block 2 of said subdivision, Thence east a distance of 163.68 feet to the southwest corner of Lot 2, Block 3, of said subdivision, Thence northeast a distance of 246.55 feet to a point on the west line of Lot 1, Block 3, of said subdivision, Thence north a distance of 250.56 feet to the northwest corner of said Lot 1, Thence southeast a distance of 35.49 feet to the northeast corner of said Lot 1, Thence southeast a distance of 455.7 feet to the southeast corner of Lot 2, Block 3 of said subdivision, also a point on the west right-of-way line of Mingo Valley Expressway, Thence southeast along the west right-of-way of Mingo Valley Expressway a distance of 93.2 feet, Thence southeast along the west right-of-way of Mingo Valley Expressway a distance of 225.1 feet, Thence south along west right-of-way of Mingo Valley Expressway a distance of 796.9 feet to a point on the south right-of-way line of Fifth Avenue, a street in the City of Owasso, Thence south along the west right-of-way of Mingo Valley Expressway a distance of 786.60 feet, Thence west a distance of 586.68 feet to the southeast corner of Lot 6, Block 1, Owasso Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, the Point of Beginning, containing 207 acres, more or less.

And

Beginning at the northwest corner of Lot 1, Block 1, Atchison Topeka & Santa Fe, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence southeast along said lot line a distance of 974.78 feet, Thence continuing southeast along the Southern Kansas Oklahoma railroad right-of-way a distance 619.4 feet to a point on the north right-of-way of East 76th Street North, a street in the City of Owasso, Thence continuing southeast along the said railroad right-of-way a distance of 88.7 feet to a point on the south right-of-way of East 76th Street North, Thence continuing southeast along the said railroad right-of-way a distance of 510.6 feet, thence east along said railroad right-of-way a distance of 19.6 feet to the east line of the N/2 NW/4 of Section 31, T-21-N, R-13-E, Thence south a distance of 785.3 feet to the SE corner of said N/2 NW/4, Thence west along the south line of said N/2 NW/4 a distance of 2,633.6 feet to a point on the east right-of-way of North Mingo Road, a street in Tulsa County, Thence north along said east right-of-way of North Mingo Road a distance of 1261.4 feet to a point on the south right-of-way of East 76th Street North, Thence east along said south right-of-way line a distance of 1318.1 feet, Thence north along said south right-of-way line a distance of 10.00 feet, Thence east along said south right-of-way line a distance of 215.0 feet, Thence north a distance of 300 feet, Thence east a distance of 148 feet to a point on the west line of Lot 1, Block 1, Atchison Topeka & Santa Fe, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence north

along the west line of said Lot 1 a distance of 1150.6 feet to the northwest corner of Lot 1, Block 1, Atchison Topeka & Santa Fe, the Point of Beginning, containing 94 acres, more or less.

Exhibit C
Enterprise Zone Designation

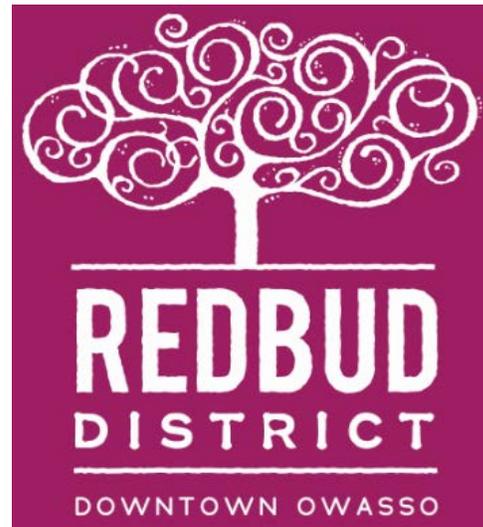


Adopted _____

OWASSO REDBUD DISTRICT PROJECT PLAN
INCREMENT DISTRICT NO. 1, CITY OF OWASSO

PREPARED BY:

THE CITY OF OWASSO, OKLAHOMA



WITH THE ASSISTANCE OF:

CENTER FOR ECONOMIC DEVELOPMENT LAW
301 North Harvey, Suite 100
Oklahoma City, Oklahoma 73102
(405) 232-4606
econlaw@econlaw.com

OWASSO REDBUD DISTRICT PROJECT PLAN

I. INTRODUCTION

The Owasso Redbud District Project Plan is a project plan as defined under the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*, and is referred to here as the “Project Plan.” The project is being undertaken by the City of Owasso, Oklahoma (“City”) to develop the area surrounding Main Street, known as the Redbud District, achieve the City’s development objectives, improve the quality of life for its citizens, stimulate private investment, and enhance the tax base. At the heart of this project is the creation of the Redbud District as a special and unique place within Owasso, a place to live, work, shop, and play. Beginning with the Downtown Master Plan in 2001, the City has prioritized the revival of its Main Street and surrounding area. Since that time, through several planning documents, including approval of the Downtown Overlay District promoting smart development in the area, and robust branding, the Redbud District is ripe for its transformation. The City, through this Project Plan, is continuing its effort to revive its downtown and make the Redbud District a destination area for residents and visitors.

The effort to create such a place requires public assistance to stimulate private development. This Project Plan is a critical element in fostering public-private partnerships to create the type of development that the City seeks but can achieve only by means of the financing tools available under the Oklahoma Local Development Act, including tax increment financing. An increment district provides funding for public sector costs to stimulate private development and provide improvements to and beautification of the area to create the dense, high-quality development that the City contemplates. The project will be financed from a combination of public and private sources, including apportionment of ad valorem and sales tax increments from Increment District No. 1, City of Owasso.

II. BOUNDARIES OF PROJECT AREA AND INCREMENT DISTRICT

The Project Area is the area in which project activities will take place and is generally located within the following boundaries: beginning at the western terminus of North Carlsbad Street, east along West 3rd Street to the east side of North Atlanta Street, north one lot, then east one lot, then north to West 4th Street, then east along West 4th Street to North Main Street, south to one lot north of West 3rd Street, then east along West 3rd Street to one lot before Cedar Street, south to East 2nd Street, then east along East 2nd Street to the west Owasso Expressway service road, then south along Owasso Expressway to East 71st Street, west generally along East 71st Street to South Main Street, north to West 5th Avenue, west to North Mingo Road, north along Mingo Road to West 2nd Avenue (E 76th St N), east along West 2nd Avenue to the western side of the Owasso Sertoma Center, north to the railroad tracks, then across the railroad tracks back to North Carlsbad Street and West 3rd Street.

The Increment District is designated Increment District No. 1, City of Owasso, and is the area from which the increment is generated. Increment District No. 1 is the same area as the Project Area. The Project Area and Increment District No. 1 boundaries are depicted on Exhibit A. The Project Area and Increment District No. 1 boundaries are described on Exhibit B.

III. ELIGIBILITY OF PROJECT AREA

Most of the Project Area is an enterprise area, as defined by the Oklahoma Local Development Act. It lies within an enterprise zone, designated by the Oklahoma Department of Commerce to be a disadvantaged portion of the City of Owasso. All of the Project Area is a reinvestment area, as defined by the Oklahoma Local Development Act. Public improvements are required to reserve economic stagnation or decline, to serve as a catalyst for expanding employment, to attract investment, and to preserve and enhance the tax base.

Investment, development, and economic growth in the area are difficult, but possible if the provisions of the Local Development Act are used. The Project Area is unproductive, undeveloped, underdeveloped, or blighted within the meaning of Article 10, §6C of the Oklahoma Constitution, and suffers from conditions inhibiting development.

IV. OBJECTIVES

The principal objectives of the project and Increment District No. 1 are:

- A. To achieve development goals and objectives for the Redbud District contained in the Downtown Master Plan, the Downtown Overlay District Plan, and the GrOwasso 2030 Land Use Master Plan.
- B. To preserve and enhance the tax base and make possible investment, development, and economic growth that would otherwise be difficult without the project and the apportionment of incremental ad valorem and sales tax revenues.
- C. To support the creation of attractive, high-quality, and viable mixed-use developments to draw residents and visitors.
- D. Where appropriate, to support the development, improvement, and/or expansion of light industry to increase employment.
- E. To encourage existing property and business owners in the Redbud District to invest and to attract new investment and business to the Project Area.
- F. To provide start-up and incubator space to new and expanding businesses and to promote small-business-friendly opportunities for innovation and collaboration in the Project Area.
- G. To stimulate and promote the Redbud District as a walkable, vibrant destination.
- H. To provide a public benefit through the construction of public infrastructure and improvements to allow for the development of the area.

V. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the project, including all necessary, appropriate and supportive steps, will consist principally of the following:

- A. Project planning, design and approval.
- B. Public infrastructure improvements.
- C. Development of mixed-use projects, as well as retail, restaurant, residential, and office projects.
- D. Enhancement of existing businesses and encouragement of new businesses.
- E. Creation of start-up and incubator spaces for new and expanding businesses.

VI. ESTABLISHMENT OF INCREMENT DISTRICT NO. 1, CITY OF OWASSO

A. This Project Plan creates Increment District No. 1, City of Owasso, an ad valorem and sales tax increment district.

B. The sales tax increment is a portion of the City's sales taxes generated within Increment District No. 1, to be determined by a formula to be approved by resolution of the Owasso City Council in accordance with the Oklahoma Local Development Act.

C. The ad valorem increment is the ad valorem revenue in excess of the revenue generated by the base assessed value of Increment District No. 1 (as determined by the Tulsa County Assessor in accordance with the Oklahoma Local Development Act), i.e., the new revenue attributable to increases in the value of property within Increment District No. 1.

D. The ad valorem and sales tax increment may be used to pay Project Costs authorized by Section VIII of this Project Plan for a period not to exceed twenty-five (25) fiscal years from the effective date of Increment District No. 1, as provided by law, or the period required for payment of the Project Costs authorized by Section VIII, whichever is less. During the period of apportionment, the tax apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute special funds of the City, or, at the direction of the City, the Owasso Public Works Authority, a public trust, or another public entity designated by the City, and (3) shall not be subject to annual appropriation as a part of the general fund of the City.

VII. PROJECT AND INCREMENT DISTRICT AUTHORIZATIONS

A. The City is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto as provided in the Oklahoma Local Development Act, 62 O.S. §854.

B. The Owasso Public Works Authority (OPWA), or another public entity designated by the City pursuant to Section VI, is authorized and designated to carry out implementation actions for the project, including all necessary, appropriate, and supportive steps pursuant to development agreements with private developers. Such public entity is also authorized and designated to carry out those provisions of the project related to issuance of bonds or notes as provided in Sections 854(B) and 863 of the Oklahoma Local Development Act, subject to approval of the governing body of the City of any

specific notes or bonds. OPWA is authorized to assist in carrying out this Project Plan and to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Oklahoma Local Development Act, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 2, 3, 4, 7, 13 and 16 of Section 854. As a public entity designated by the City, OPWA or another public entity designated by the City is authorized to: (1) issue tax apportionment bonds or notes, or both; (2) pledge revenues from current and future fiscal years to repayment; (3) incur Project Costs pursuant to Section VIII of this Project Plan; (4) provide funds to or reimburse the City for the payment of Project Costs and other costs incurred in support of the implementation of the project; and (5) incur the cost of issuance of bonds for payment of such costs and to accumulate appropriate reserves, if any, in connection with them. Project Costs shall mean (a) the public costs authorized to be paid pursuant to Section VIII of this Project Plan, and (b) costs necessary or appropriate to implement this Project Plan other than costs authorized by Section VIII, which may be authorized without amendment to this Project Plan.

C. The City Manager, Warren Lehr, or his successor in office shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan.

VIII. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED BY TAXES APPORTIONED FROM INCREMENT DISTRICT NO. 1, CITY OF OWASSO

A. The Project Costs will be financed by the apportionment of ad valorem and sales tax increments from Increment District No. 1. The Project Costs categories are:

Assistance in Development Financing	\$ 13,800,000.00
Public Infrastructure, Facilities, and Improvements	\$ 3,000,000.00
Implementation and Administration	\$ 200,000.00
TOTAL Project Costs	\$ 17,000,000.00

Plus any financing costs, costs of issuance, necessary or appropriate reserves, and interest on repayment of Project Costs.

B. Additional costs necessary or appropriate to implement this Project Plan that are to be financed by other than apportioned tax increments may be approved by the City at any time. The provisions of this Section VIII are not a limitation on Project Costs to be financed by other than apportioned tax increments.

C. Assistance in Development Financing will be provided only for projects that are determined, in the City's and/or OPWA's discretion: (1) to meet the City's approved development goals and objectives for the Project Area, as expressed from time to time in the City's plans and policies, and (2) to provide adequate consideration and public benefit in return for the public investment.

IX. FINANCING PLAN AND REVENUE SOURCES

A. Financing Plan.

Some public improvements, in anticipation of private investment, will be funded by the City from sources other than apportioned tax increments, which may be reimbursed once increment is generated by the development within Increment District No. 1.

Private developers within the Project Area may be required to construct the necessary improvements for specific projects at their initial expense. The financing of private developments will be provided by private equity and private financing. Most Project Costs incurred in connection with the implementation of the Project Plan will be financed on a pay-as-you-go basis.

B. Financing Authorizations.

Without assistance, development of this type and on this scale within the Project Area would not occur. The implementation of the Project Plan shall be financed in accordance with financial authorizations, authorized from time to time by the City.

C. Financing Revenue Sources.

The revenue sources expected to finance Project Costs authorized by Section VIII are the incremental ad valorem and sales tax revenues attributable to investment and development within Increment District No. 1.

D. Financial Reports and Audits.

The development activities undertaken by the City, pursuant to this Project Plan, shall be accounted for and reported by the appropriate and necessary annual fiscal year audits and reports.

E. Other Necessary and Supporting Costs.

OPWA or another public entity designated by the City pursuant to Section VI, is authorized to issue bonds and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the project and the construction of improvements therein in addition to Project Costs to be financed pursuant to Section VIII.

X. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT

A. Private and Public Investments Expected from the project and Increment District No. 1.

The total private investment in the Project Area if fully realized is estimated to exceed \$100,000,000.00. Private investment in Increment District No. 1 is expected to consist of new mixed-use developments, expansion of existing businesses, creation of new businesses, development of new retail, restaurant, residential, and office projects, and light industrial development (where appropriate). Public investment will include public infrastructure improvements and assistance in development financing to support private investment and enhance new and existing businesses.

B. Public Revenue Estimated to Accrue from the Project and Increment District No. 1.

The estimated incremental increases in tax revenue, which will serve as the revenue source for financing the Project Costs authorized by Section VIII, is the public revenue directly attributable to the project described herein. Both the City and the State will experience increases in tax revenues that are not a part of Increment District No. 1. Ad valorem taxing entities will experience additional revenues from increasing values within the surrounding area but outside of Increment District No. 1.

Incremental sales tax revenues are estimated to range between \$35,000 and \$75,000 annually. Incremental ad valorem revenues are estimated to range between \$280,000 and \$1,350,000 annually. Total incremental revenues estimated to be generated over the 25-year lifespan of Increment District No. 1 range between \$18,000,000 and \$25,000,000.

The developments anticipated by the project will not result in a measurable increase in demand for services by or in costs to the affected taxing entities. The economic benefits of the project for the affected taxing jurisdictions indicate positive financial impacts for the entire community. The aggregate impacts from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section IV.

XI. LAND USE

Existing uses and conditions of real property in Increment District No. 1 are shown on the attached Exhibit C. A map showing the proposed improvements to and proposed uses of the real property in Increment District No. 1 is attached Exhibit D. Implementation of the Project Plan requires no changes to the GrOwasso 2030 Land Use Master Plan or zoning. The Project Plan complies with the objectives and priorities of the GrOwasso 2030 Land Use Master Plan.

Exhibit A

Project Area and Increment District No.1 Boundaries

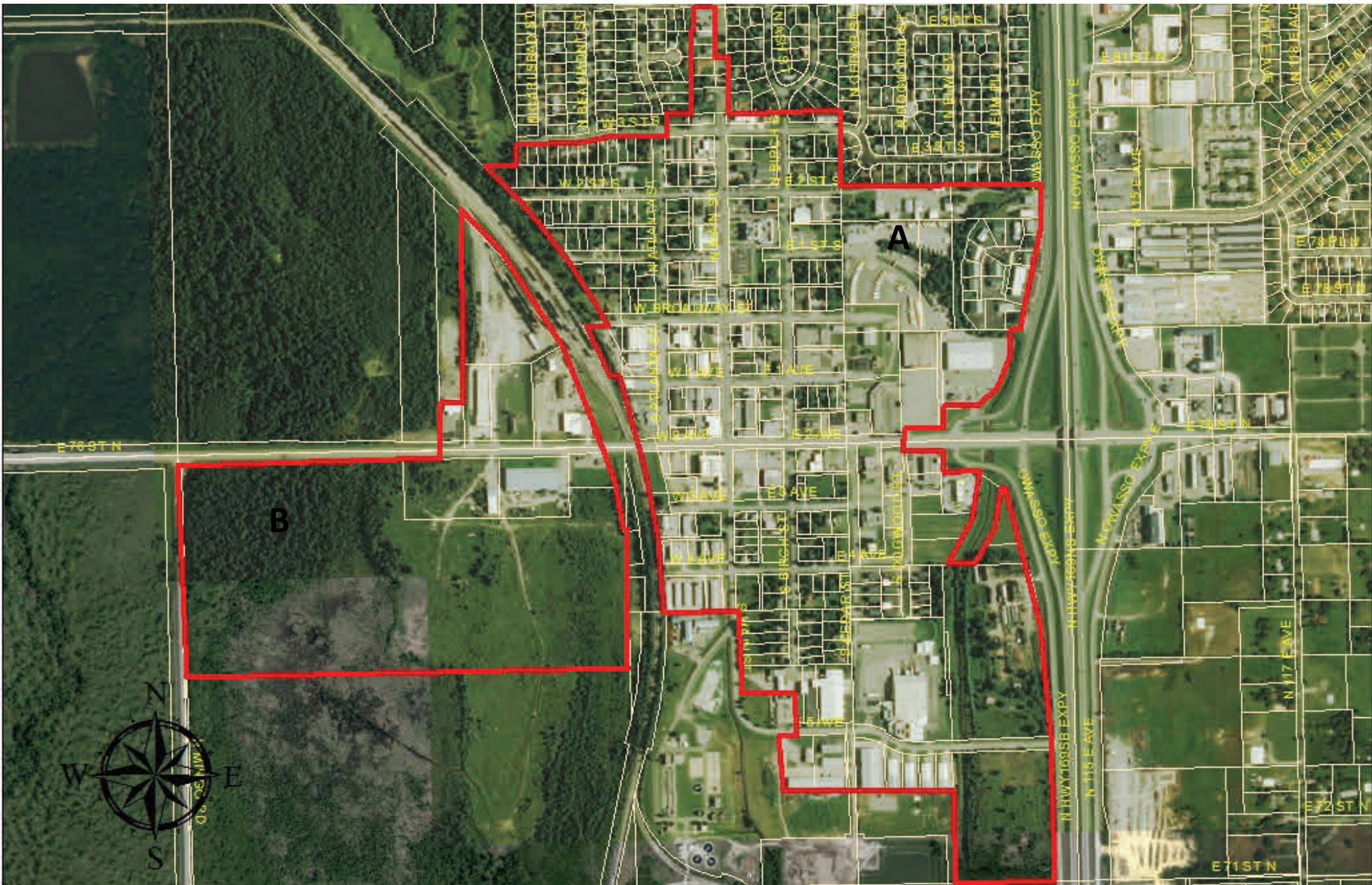


Exhibit B

Project Area and Increment District No. 1 Boundaries Legal Description

Section A

Beginning at the southeast corner of Lot 6, Block 1 of the Owasso Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west along said south lot line a distance of 57 feet, thence north along said lot line a distance of 283 feet, Thence west along south lot of said lot a distance of 490 feet, Thence north along said lot line a distance of 24 feet, Thence west along said lot line a distance of 41 feet, Thence north along said lot line a distance of 240.2 feet to the northwest corner of said Lot 6, Thence to a point 17.45 feet north and 50.26 feet west of northwest corner of said Lot 6, Thence west a distance of 393.5 feet to a point 149.63 feet south of the southwest corner of Lot 1, Block 1 of Owasso Industrial Parks Phase IV, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence north a distance of 332.1 feet to the Northwest corner of said Lot 1, Block 1, Thence east a distance of 87.7 feet to a point on the north lot line of said Lot 1, Block 1, Thence north a distance of 255 feet to a point 165 feet south and 310 feet east of the southwest corner of Lot 5, Block 1 of Ivadel, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west a distance of 310 feet to a point 165 feet south of said Lot 5, Block 1, Thence north a distance of 495 feet to the northwest corner of Lot 1, Block 1, of Ivadel, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west a distance of 457.07 feet to the southwest corner of Lot 4, Block 34, Owasso Original Town, a subdivision in the City of Owasso, Tulsa County, Oklahoma, also a point on the east right-of-way line of the Southern Kansas Oklahoma Railroad right-of-way, Thence north along said railroad right-of way a distance of 994.2 feet, Thence continuing north along said railroad right-of-way a distance of 385.2 feet, Thence north a distance of 55 feet along the quarter section line to a point on the east right-of-way of said railroad, thence northwest along said railroad right-of-way a distance of 95.2 feet, Thence west a distance of 35.7 feet along said railroad right-of-way, Thence northwest along said railroad right-of-way a distance of 331.4 feet, Thence east a distance of 141.8 feet to a point on the east right-of-way of said railroad, also a point on the south right-of-way of West Broadway Street, Thence northwest along said railroad right-of-way a distance of 1213.8 feet to the to the northwest corner of Lot 11, Block 8, of Greenlees, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence east along said north line of said subdivision a distance of 202.94 feet to the southwest corner of Lot 10, Block 5, of Starlane, a subdivision in the City of Owasso, Tulsa county, Oklahoma, Thence north along the west line of said Lot 10 a distance of 125 feet to the northwest corner of said Lot 10, also a point on the south right-of-way of West Third Street North, a street in the City of Owasso, Thence east along said right-of-way a distance of 885.1 feet to the northwest corner of Lot 4, Block 6, Owasso Original Town, a subdivision in the City of

Owasso, Tulsa County, Oklahoma, Thence north along the east right-of-way of North Atlanta Street West a distance of 138.1 feet to the northwest corner of Lot 2, Block 3 of the said subdivision, Thence east a distance of 162.1 feet to the southeast corner of Lot 16, Block 2, of Crestview Estates, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence north a distance of 150 feet to a point on the east line of Lot 14, Block 2 of said subdivision, Thence east 5 feet to a point on the east line of Lot 14, Block 2 of said subdivision, Thence north 340.4 feet to the northeast corner of Lot 9, Block 2 of said subdivision, Thence east 18.73 feet to the southeast corner of Lot 1, Block 2 of said subdivision, Thence north along the east line of said Lot 1 a distance of 139.07 feet to the northeast corner of said lot, also a point on the south right-of-way line of West Fourth Street North, a street in the City of Owasso, Thence east along said south right-of-way line a distance of 121.2 to a point on the west right-of-way line of North Main Street, a street in the City of Owasso, Thence south along said west right-of-way line a distance of 305 feet, Thence east a distance of 75 feet to a point on the east right-of-way line of North Main Street, a street in the City of Owasso, Thence south along the said east right-of-way line a distance of 5 feet, Thence west 75 feet to a point on the west right-of-way of said street, Thence south along the said west right-of-way a distance of 95 feet, Thence east along said west right-of-way a distance of 5 feet, Thence south along said west right-of-way a distance of 80.38 feet, Thence east a distance of 70 feet to a point on the said east right-of-way line, Thence south along said east right-of-way a distance of 150 feet, also a point on the north line of Lot 2, Block 2, of Owasso Original Town, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence east a distance 653.2 feet to the northeast corner of Lot 1, Block 1 of said subdivision, Thence south a distance of 453.85 feet to the southwest corner of Lot 13, Block 6, of Wilawood, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence east a distance of 1,190.2 feet to the southeast corner of Lot 15, Block 5 of said subdivision, also a point on the west right-of-way of the Mingo Valley Expressway, Thence south along said right-of-way a distance of 210 feet to northeast corner of Lot 1, Block 1, Forrest Drive Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south along east line of said Lot 1 a distance of 75.5 feet, Thence southwest a distance of 604.82 feet to the southeast corner of Lot 6, Block 1, of Forrest Drive Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence west along the south line of said Lot 6, a distance of 47.58 feet, Thence south along the right-of-way of Mingo Valley Expressway a distance of 161.4 feet, thence southwest along said right-of-way a distance of 235.4 feet, thence southwest along said right-of-way a distance 159.1 feet, Thence west along said right-of-way a distance of 208.3 feet, Thence south along said right-of-way a distance of 113.2 feet, Thence west 247.8 feet along said right-of-way to the southwest corner of Safeway, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south 110.56 feet to the northeast corner of Lot 1, Block 1, Dogwood Center, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south along said lot east line a distance of 37.5 feet, Thence east a distance of 257 feet to the

northeast corner of Lot 1, Block 2, Owasso Business Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence south along the east line of said lot a distance of 125 feet, Thence east along the north line of said lot a distance of 200 feet to the northeast corner of said Lot 1, Thence southwest a distance of 247.06 feet to the southeast corner of said Lot 1, Thence continuing southwest a distance of 42.94 feet to a point on the east line of Lot 4, Block 2, of said subdivision, Thence southwest a distance of 303.51 feet to the southeast corner of Lot 5, Block 2 of said subdivision, Thence east a distance of 163.68 feet to the southwest corner of Lot 2, Block 3, of said subdivision, Thence northeast a distance of 246.55 feet to a point on the west line of Lot 1, Block 3, of said subdivision, Thence north a distance of 250.56 feet to the northwest corner of said Lot 1, Thence southeast a distance of 35.49 feet to the northeast corner of said Lot 1, Thence southeast a distance of 455.7 feet to the southeast corner of Lot 2, Block 3 of said subdivision, also a point on the west right-of-way line of Mingo Valley Expressway, Thence southeast along the west right-of-way of Mingo Valley Expressway a distance of 93.2 feet, Thence southeast along the west right-of-way of Mingo Valley Expressway a distance of 225.1 feet, Thence south along west right-of-way of Mingo Valley Expressway a distance of 796.9 feet to a point on the south right-of-way line of Fifth Avenue, a street in the City of Owasso, Thence south along the west right-of-way of Mingo Valley Expressway a distance of 786.60 feet, Thence west a distance of 586.68 feet to the southeast corner of Lot 6, Block 1, Owasso Industrial Park, a subdivision in the City of Owasso, Tulsa County, Oklahoma, the Point of Beginning, containing 207 acres, more or less.

And

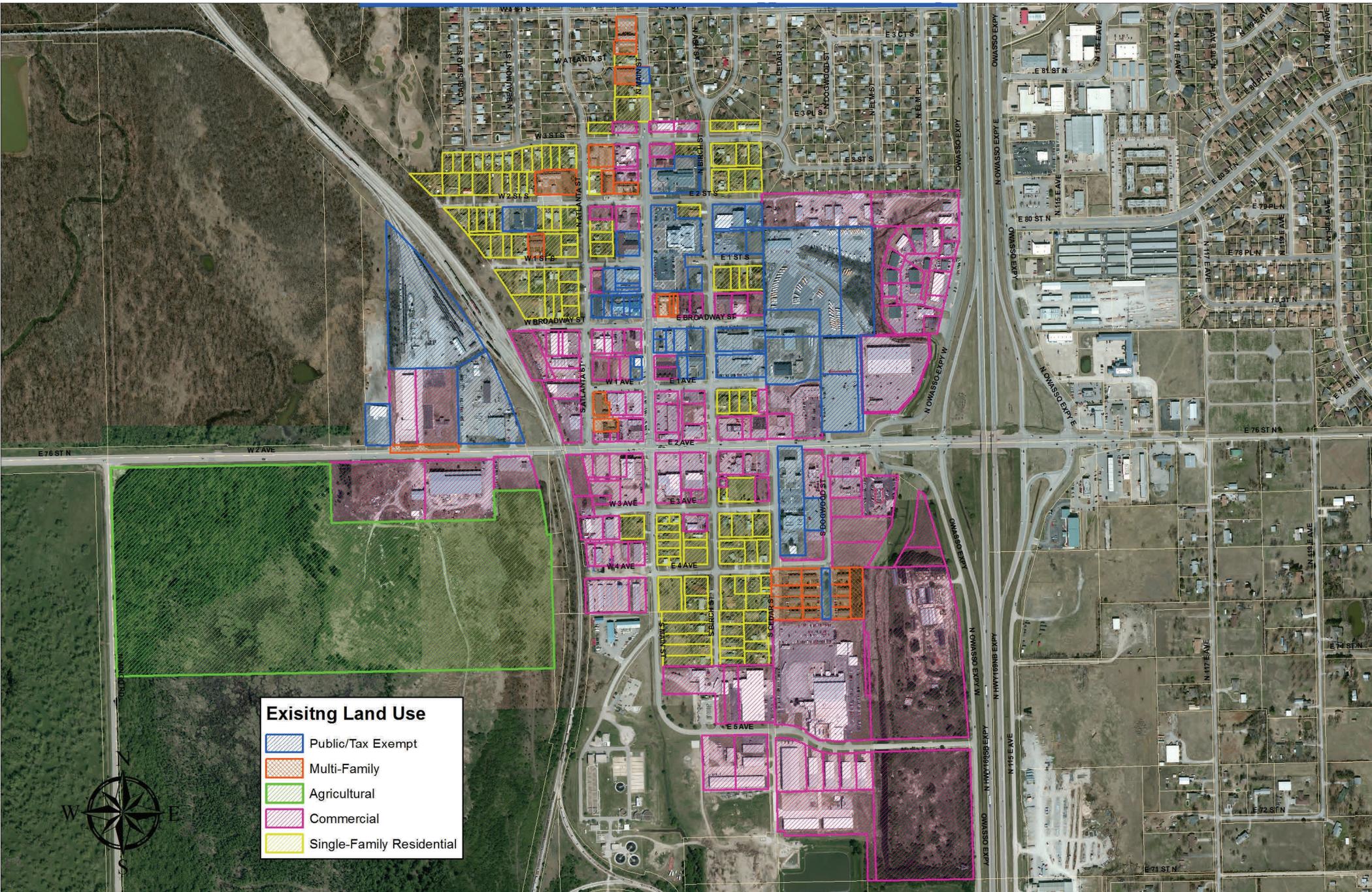
Section B

Beginning at the northwest corner of Lot 1, Block 1, Atchison Topeka & Santa Fe, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence southeast along said lot line a distance of 974.78 feet, Thence continuing southeast along the Southern Kansas Oklahoma railroad right-of-way a distance 619.4 feet to a point on the north right-of-way of East 76th Street North, a street in the City of Owasso, Thence continuing southeast along the said railroad right-of-way a distance of 88.7 feet to a point on the south right-of-way of East 76th Street North, Thence continuing southeast along the said railroad right-of-way a distance of 510.6 feet, thence east along said railroad right-of-way a distance of 19.6 feet to the east line of the N/2 NW/4 of Section 31, T-21-N, R-13-E, Thence south a distance of 785.3 feet to the SE corner of said N/2 NW/4, Thence west along the south line of said N/2 NW/4 a distance of 2,633.6 feet to a point on the east right-of-way of North Mingo Road, a street in Tulsa County, Thence north along said east right-of-way of North Mingo Road a distance of 1261.4 feet to a point on the south right-of-way of East 76th Street North, Thence east along said south right-of-way line a distance of 1318.1 feet, Thence north along said south right-of-way line a distance of 10.00 feet, Thence

east along said south right-of-way line a distance of 215.0 feet, Thence north a distance of 300 feet, Thence east a distance of 148 feet to a point on the west line of Lot 1, Block 1, Atchison Topeka & Santa Fe, a subdivision in the City of Owasso, Tulsa County, Oklahoma, Thence north along the west line of said Lot 1 a distance of 1150.6 feet to the northwest corner of Lot 1, Block 1, Atchison Topeka & Santa Fe, the Point of Beginning, containing 94 acres, more or less.

Exhibit C

Existing Uses and Conditions



**OWASSO REDBUD DISTRICT PROJECT PLAN
INCREMENT DISTRICT NO. 1, CITY OF OWASSO**

FINANCIAL IMPACTS REPORT

PREPARED BY:

THE CITY OF OWASSO, OKLAHOMA



WITH THE ASSISTANCE OF:

**CENTER FOR ECONOMIC DEVELOPMENT LAW
301 North Harvey, Suite 100
Oklahoma City, Oklahoma 73102
(405) 232-4606
econlaw@econlaw.com**

OWASSO REDBUD DISTRICT PROJECT PLAN FINANCIAL IMPACTS REPORT

I. HOW TAX INCREMENT FINANCING WORKS

Under the mechanism of tax increment financing, two geographic areas are defined. The first is the project area. This is the area in which project expenditures may be made. The second geographic area is the increment district. This is the area from which the tax increment will be generated. The project area and increment district may or may not be co-extensive. The value of property within the increment district is determined upon approval of the project plan. This becomes the base assessed value of all taxable property within the increment district. The ad valorem tax revenue generated from this base assessed value of property within the increment district is distributed to the taxing jurisdictions according to each jurisdiction's levy. Throughout the life of the project, the base revenue will continue to flow to the taxing jurisdictions. In the event of a general reassessment of property values within the increment district, the ad valorem tax revenue received by the taxing jurisdictions will be proportionately adjusted. To this extent, the taxing jurisdictions are not affected by the implementation of tax increment financing through ad valorem apportionment.

Once development of the property within the increment district occurs, the market value increases, and so the assessed value of that property also increases. The difference between the ad valorem tax revenue produced by this increased value and that produced by the base assessed value—the incremental increase or increment—is apportioned (i.e. allotted) to an apportionment fund that is used to pay the eligible public costs of the project either directly or through the issuance of bonds. This apportionment of ad valorem tax increments will continue for the lesser of a period of 25 fiscal years from the date of approval or until all eligible public costs are paid. Once the tax apportionment period expires, the revenue from the increased assessed value of property within the increment district will be divided among the taxing jurisdictions, in addition to the revenue from the base assessed value that these entities will have continued to receive.

II. THE PROPOSED PROJECT

The proposed Owasso Redbud District Project Plan is a project plan as defined under the Oklahoma Local Development Act, 62 O.S. §850, et seq., and is referred to here as the "Project Plan."

The boundaries of the proposed Project Area and Increment District No. 1, City of Owasso ("Increment District") are the same and are generally located within the following boundaries: beginning at the western terminus of North Carlsbad Street, east along West 3rd Street to the east side of North Atlanta Street, north one lot, then east one lot, then north to West 4th Street, then east along West 4th Street to North Main Street, south to one lot north of West 3rd Street, then east along West 3rd Street to one lot before Cedar Street, south to East 2nd Street, then east along East 2nd Street to the west Owasso Expressway service road, then south along Owasso Expressway to East 71st Street, west generally along East 71st Street to South Main Street, north to West 5th Avenue, west to North Mingo Road, north along Mingo Road to West 2nd Avenue (E 76th St N), east along West 2nd Avenue to the western side of the Owasso Sertoma Center, north to the railroad tracks, then across the railroad tracks back to North Carlsbad Street and West 3rd Street.

The Project Plan anticipates private investment in the Project Area to exceed \$100 million over a period of 25 years. Development will consist of a range of commercial, residential (single family and multifamily), mixed-use, and where appropriate, industrial. This new development is estimated to increase market and assessed values for property within the Increment District, which, in turn, will result in annual ad valorem tax revenues (“ad valorem increments”) of approximately \$280,000 in the near term and 1,350,000 over the long term. Additionally, increases in City sales tax revenue (“sales tax increments”) are estimated to be approximately \$35,000 annually in the near term and \$75,000 over the long term. Total incremental revenues estimated to be generated over the life of the Increment District range between \$18,000,000 and \$25,000,000.

The projections are based upon the impacts of the total \$100 million in private taxable investment. Projects such as those contemplated by the Project Plan have both direct and indirect economic benefits. They have design and construction impacts, which are generally one-time impacts. They also have continued annual impacts after completion.

III. IMPACTS AND EFFECTS ON TAXING JURISDICTIONS

A. Overall Financial Impacts upon the Affected Taxing Jurisdictions. Under the Project Plan, all incremental revenues will be apportioned to the apportionment fund for use by the Owasso Public Works Authority, or another public entity designated by the City, to pay for authorized project costs. Once the Increment District terminates, the increments shall be distributed pursuant to ad valorem and sales tax statutes.

The benefits of projected development under this project will be significant for the affected taxing jurisdictions and for the greater community. The actual increase in demand for services, if any, will be limited for those taxing jurisdictions, with potential increases in demand discussed in Section III, B herein.

The Increment District at present contains a number of vacant, underperforming, or tax exempt parcels that generate very little or no ad valorem tax and sales tax revenues. The current assessed value within the Increment District at the time of project approval will continue as the basis for allocating the tax revenue to the taxing jurisdictions during the life of the project. Since funding rates for bonded indebtedness are calculated using the base assessed value within the Increment District, repayment of bonded indebtedness will not be affected.

Concentrated and continuous stimulation of the development of the area, as contemplated by the Project Plan, will result in a greatly-enhanced ad valorem tax base, from which all of the affected taxing jurisdictions will benefit. In addition, the benefits of new employment in the community will result in benefits to the affected taxing jurisdictions. Finally, the generation of sales taxes in this underperforming area will benefit the City.

B. Specific Effects from the \$100 Million Private Growth.

1. *Owasso Public Schools.* Owasso Public Schools will experience little to no measurable negative impact as a result of the project because much of the development will be stimulated by public assistance and investment in the area (e.g., the construction and development of new adjacent public or private infrastructure, and the provision of development financing assistance as prescribed in the Project Plan). Owasso Public Schools has several facilities

in the Project Area that improved public infrastructure will enhance. The value of property owned by Owasso Public Schools will increase due to development throughout the Project Area.

The residential portion of development may generate, over time, a small increase in demand for services from Owasso Public Schools, although the type of residential development will likely be more in demand by non-child households. Residential development in a mixed-use, medium density environment often appeals to a younger and near-retirement demographic.

Owasso Public Schools will experience a positive fiscal impact from the project. Currently, Owasso Public Schools is collecting an estimated \$47,000 annually in ad valorem revenues from within the Increment District when accounting for state school aid offsets. Upon termination of the Increment District, it is estimated that annual ad valorem revenues of \$220,000, generated by increased development due to the project, will flow to Owasso Public Schools, based on current millage rates and accounting for state school aid offsets.

2. *Tulsa County.* No specific measurable demand for increased services upon Tulsa County is anticipated to result from this project.

3. *Tulsa Health Department.* The Tulsa Health Department is positively affected by new employment that the project will generate. The promotion of the Project Area as a highly walkable, mixed-use district will support public health initiatives of the Tulsa Health Department.

4. *Tulsa City-County Library.* The Tulsa-City County Library serves the entire metropolitan area, including a branch in the Project Area. Public infrastructure improvements in the surrounding area will positively affect the branch. Also, due to its location within the Project Area, residential and mixed-use development will contribute to the most immediate, day-to-day clientele for this facility. Commercial and industrial development should not affect this facility outside of increased exposure.

5. *Tulsa Technology Center.* The Tulsa Technology Center has a branch in Owasso, but the campus is not adjacent to the Project Area. Therefore, the development should have minimal impact on demand for services, although complementary job training opportunities, including, but not limited to, culinary arts training in restaurants in the Project Area, may be utilized.

6. *Tulsa Community College.* Impacts to the Tulsa Community College from the project should be similar to those of the Tulsa Technology Center, with minimal impact on demand for services, although complementary job training opportunities may be utilized depending on the nature of the commercial and residential development.

7. *City of Owasso.* The creation of mixed-use development in the Increment District will generate new sales taxes for the City. The proposed developments are not expected to significantly pull sales away from existing retailers within the City outside of the Increment District because they will occupy different positions within the marketplace, including boutique shops and restaurants that do not currently exist within the City. Also, the project will generate significant development and investment in an underserved and underdeveloped part of the City, thus having additional desired and positive impacts on the City.

IV. IMPACTS ON BUSINESS ACTIVITIES

Isolating the specific impacts of the Increment District on the greater community is difficult, but through correlation of demands for residential and commercial space within the Increment District, a meaningful calculation of effects on business activities is possible. Residential and commercial developments reflect corresponding growth in economic demands for a spectrum of business activities in the retail, commercial, office and industrial categories.

As public and private development occurs, construction will result in temporary jobs and completion of development projects will result in permanent jobs, particularly in commercial, industrial and mixed-used developments. The development of an estimated 200 residential units in the Project Area will result in additional household income of \$13,110,000¹. The increased presence of individuals living and working in the Project Area will further stimulate demand for development, establishing a well-rounded mixed-use district. Further, the increased presence of individuals will increase the opportunity of potential customers for new and existing businesses in the Project Area.

V. CONCLUSION

The projected project will have a positive long-term financial benefit for the Owasso community, affected taxing jurisdictions, and business activities. Correspondingly, no appreciable adverse impact is likely to result from the project for the taxing jurisdictions or business activities within the Project Area. The impact of anticipated development on the provision of governmental services is balanced by the public improvements and infrastructure component in the Project Plan, which addresses public costs associated with the project and minimizes the burden of providing additional government services.

¹ Median Family Income (2014 ACS Census Estimate) = \$65,550

**OWASSO PLANNING COMMISSION
RESOLUTION NO. 2016-02**

RESOLUTION DETERMINING THAT THE OWASSO REDBUD DISTRICT PROJECT PLAN IS IN CONFORMANCE WITH THE GROWASSO 2030 LAND USE MASTER PLAN AND RECOMMENDING TO THE CITY OF OWASSO APPROVAL AND ADOPTION OF THE OWASSO REDBUD DISTRICT PROJECT PLAN

WHEREAS, it is an objective of the City of Owasso, Oklahoma (“City”), to promote economic development within its boundaries in order to attract investment, enhance the tax base, stimulate economic growth, and improve the quality of life in and around the City; and

WHEREAS, the City envisions the development of its Redbud District as a new destination area within the City, consisting of infill development with commercial, residential, office, industrial, and mixed-use components, as well as improved streetscapes and pedestrian accessibility (“Project”); and

WHEREAS, the Project will promote the public good, general welfare, economic security, and prosperity of the City and its inhabitants; and

WHEREAS, the Owasso Redbud District Project Plan (“Project Plan”) is a project plan as defined under the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*; and

WHEREAS, the provisions of the Oklahoma Local Development Act provide procedures for approval of a project to develop a qualified area such as the project area; and

WHEREAS, the Owasso Redbud District Project Review Committee, including a representative of the Owasso Planning Commission, has recommended the approval of the Project Plan after finding the project eligible and determining that the Project Plan will make a positive impact on affected taxing jurisdictions and business activities within the increment district; and

WHEREAS, the Owasso Planning Commission has reviewed the GrOwasso 2030 Land Use Master Plan and the Project Plan; and

WHEREAS, the Project Plan is appropriate and desirable in order to support efforts to achieve the objectives of the GrOwasso 2030 Land Use Master Plan; and

WHEREAS, the Owasso Planning Commission finds it appropriate and desirable to recommend to the City Council of the City that it approve and adopt the Project Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE OWASSO PLANNING COMMISSION THAT:

Section One: The Owasso Redbud District Project Plan is hereby declared to be in conformance with the GrOwasso 2030 Land Use Master Plan.

Section Two: The Owasso Redbud District Project Plan is determined to be desirable.

Section Three: Recommendation is hereby made to the City Council of the City of Owasso that it approve and adopt the Owasso Redbud District Project Plan.

PASSED AND APPROVED this 21st day of November, 2016.



Chair



Marsha Hensley, Planning Commission Clerk



APPROVED AS TO FORM:



Julie Lombardi, City Attorney

**FINDINGS AND RECOMMENDATION OF
THE OWASSO REDBUD DISTRICT PROJECT
REVIEW COMMITTEE**

After review of the proposed Owasso Redbud District Project Plan (“Project Plan”), the proposed establishment of ad valorem and sales tax Increment District No. 1, City of Owasso, and such other information as deemed relevant, the Owasso Redbud District Project Review Committee (“Review Committee”) makes the following findings and recommendation:

A. Findings Regarding Eligibility of the Proposed Project Area and Increment District

1. The proposed Project Area and the proposed Increment District No. 1, City of Owasso (“Increment District”), are partially within a state designated enterprise zone and therefore meet the definition of an “enterprise area” under the Local Development Act (62 O.S. § 853(5)).
2. The proposed Project Area and the proposed Increment District No. 1, City of Owasso (“Increment District”), meet the definition of an “reinvestment area” under the Local Development Act (62 O.S. § 853(17)).
3. The level of investment, development, and economic growth desired by the City of Owasso is difficult, but possible, within the proposed Project Area and Increment District if the provisions of the Local Development Act are utilized.
4. Tax increment financing is a necessary component in stimulating reinvestment in the proposed Project Area and Increment District.
5. Tax increment financing will be used to supplement and not supplant or replace normal public functions and services in the proposed Project Area and Increment District.
6. Tax increment financing will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.
7. The Project Plan emphasizes conservation, preservation, and rehabilitation.

B. Findings Regarding Financial Impact on the Affected Taxing Jurisdictions and Business Activities Within the Proposed Project Area and Increment District

1. As described in Section X of the Project Plan, the anticipated private development will generate tax increments sufficient to pay a substantial portion of the authorized project costs of the project proposed by the Project Plan. Without the Project Plan and Increment District, the development described in the Project Plan and the resulting increases in tax revenues would not occur.

2. The development anticipated by the project will not result in a measurable increase in demand for services by or in costs to the affected taxing jurisdictions.
3. The public revenue anticipated to result from the development described in the Project Plan includes increased tax revenue beyond the revenues being apportioned to pay project costs authorized by the Project Plan.
4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset the adverse financial impacts, if any, of the Project Plan on the affected taxing jurisdictions.
5. The aggregate impacts on the affected taxing jurisdictions and on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section IV of the Project Plan.

Resolution Recommending Approval

NOW, WHEREAS, the Review Committee has reviewed the proposed Project Plan and Increment District; and

WHEREAS, the findings of the Review Committee demonstrate that the proposed Project Area and Increment District meet the conditions for eligibility; and

WHEREAS, the findings of the Review Committee demonstrate that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are positive; and

WHEREAS, the findings of the Review Committee demonstrate that approval of the Project Plan by the City of Owasso is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Owasso Redbud District Project Review Committee that approval of the proposed Owasso Redbud District Project Plan, including creation of the proposed ad valorem and sales tax Increment District No. 1, City of Owasso, is hereby recommended.

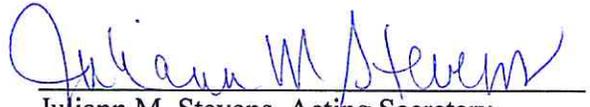
ADOPTED by the Owasso Redbud District Project Review Committee this 17 day of November, 2016, and **SIGNED** by its Chair.

APPROVED:



Lyndell Dunn, Chair

I, Juliann M. Stevens, Acting Secretary of the Owasso Redbud District Project Review Committee, certify that the foregoing resolution was duly adopted at a special meeting of the Owasso Redbud District Project Review Committee, held at City Hall in Owasso, Oklahoma, on the 17th day of November, 2016; that said meeting was held in accordance with the Open Meeting Act of the State of Oklahoma; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during such meeting; and that said resolution was adopted by a majority of those present.



Juliann M. Stevens, Acting Secretary

The 2015 assessed value of real property within the Increment District is approximately \$4,498,480. This represents 1.6% of the total assessed value within the OPS district for property located in Tulsa County (\$280,178,368), and an estimated less than 1.1% when including OPS district property located in Rogers County.

Current Revenues and Projected Revenues

Currently, OPS is collecting approximately \$317,881 annually in ad valorem revenues, from within the Increment District, which, when state school aid offsets are accounted for, amounts to approximately \$47,531 annually. These revenues will continue to flow to OPS through the life of the Increment District. Upon termination, which is anticipated to occur during Year 20, OPS will experience a significant increase in annual ad valorem revenues generated by increased development. Based on projected development, when the Increment District ends, OPS will collect approximately \$1,492,919 annually in ad valorem revenues from within the Increment District, which, when state school aid offsets are accounted for, amounts to approximately \$223,228 annually. Table 1 shows the projected tax increment generation, projected end of the TIF, and associated revenues to OPS.

Table 1: TIF Tax Increment Generation Projections & Revenue to Owasso Public Schools

Projection Model	2016	2017	2018	Projected End of TIF Term		2040	
				2035	2036		
Year	1	2	3	20	21	25	
Existing Ad Valorem	\$ 495,292	\$ 495,292	\$ 495,292	\$ 495,292	\$ 495,292	\$ 495,292	
New Ad Valorem	\$ 495,292	\$ 495,292	\$ 506,327	\$ 1,830,835	\$ 1,830,835	\$ 1,830,835	
Increment	\$ -	\$ -	\$ 11,035	\$ 1,335,543	\$ 1,335,543	\$ 1,335,543	
Cumulative Increment	\$ -	\$ -	\$ 11,035	\$ 15,395,131	\$ 16,730,675	\$ 22,072,847	
Sales Tax	\$ -	\$ -	\$ 15,000	\$ 67,722	\$ 67,722	\$ 67,722	
Total Tax Generation	\$ -	\$ -	\$ 37,070	\$ 16,798,397	\$ 18,133,940	\$ 23,476,112	
Revenue to Owasso Public Schools							New Annual Revenue
School Sinking	\$ 113,001.09	\$ 113,001.09	\$ 113,001.09	\$ 113,001.09	\$ 113,001.09	\$ 113,001.09	\$ 530,706.97
School Building Fund	\$ 23,343.59	\$ 23,343.59	\$ 23,343.59	\$ 23,343.59	\$ 23,343.59	\$ 23,343.59	\$ 109,632.61
School ADA	\$ 18,130.94	\$ 18,130.94	\$ 18,130.94	\$ 18,130.94	\$ 18,130.94	\$ 18,130.94	\$ 85,151.54
School Countywide General	\$ 163,405.11	\$ 163,405.11	\$ 163,405.11	\$ 163,405.11	\$ 163,405.11	\$ 163,405.11	\$ 767,428.24
TOTAL	\$ 317,880.74	\$ 317,880.74	\$ 317,880.74	\$ 317,880.74	\$ 317,880.74	\$ 317,880.74	\$ 1,492,919.35
Net Benefit Per Operational Ad Valorem Dollar Received*	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
Net Benefit - Revenue	\$ 47,530.94	\$ 47,530.94	\$ 47,530.94	\$ 47,530.94	\$ 47,530.94	\$ 47,530.94	\$ 223,227.93
*Accounts for State School Aid Offsets							

Also, important to the discussion of OPS funding, the state school aid formula reduces the amount of state aid OPS receives and a certain amount of the ad valorem revenue OPS receives. Sinking fund levies by their nature are not available for OPS's general operating revenues. The attached Table 2 shows a summary of OPS mill levies. The foundation aid portion of the state school aid formula charges OPS for its ad valorem taxes collected by its 15.45-mill levy (as adjusted) enacted pursuant to Article X, Section 9(c) of the Oklahoma Constitution and for 75% of its allocation from the countywide school levy. The state school aid formula's salary incentive aid effectively offsets an additional 20 mills. Thus, the state school aid offsets effectively reduce OPS's operational mill levy from 45.21 to approximately 6.76. That means OPS has a net positive benefit—in terms of increased operational revenue—

of only \$0.15 for every \$1.00 in ad valorem revenue it receives. The Increment District will not impact the state school aid offsets.

Sinking Fund Levies

The sinking fund levy is determined following the approval of bond issues in order to yield enough funds to pay the principal and interest on the bonds. For each bond issuance, the number of mills levied will vary in terms of the size of the bond, the term on the bond, and the interest rate. This method of determination does not change should the Increment District be created. If the Increment District is established, the value of the property within the Increment District as of the date the Increment District is created (the base assessed value) is still available to calculate the sinking fund levy. Increases in property values in the Increment District will not be used in calculating the sinking fund levy. The ability of OPS to issue debt will not be impacted. The base assessed value within the Increment District as well as property values outside of the Increment District will be used to calculate the sinking fund levy and ensure enough funds for OPS to pay its current and future bonded indebtedness.

Conclusion

Relative to the size of the OPS district, the Increment District covers a small geographic area. Likewise, the assessed value of property in the Increment District is relatively small because the area has seen little economic development activity. The creation of the Increment District is an effort to reverse economic stagnation and increase the value of property in the Increment District and surrounding area, resulting in additional ad valorem revenues for the affected taxing jurisdictions. The creation of the Increment District will not reduce OPS's ability to collect sufficient funds to pay its current debt or issue new debt.

We appreciate your interest in the process of the consideration of the Owasso Redbud District Project Plan and Increment District, notably for its impact on OPS. If we can address additional questions, please do not hesitate to contact us.

Table 2: Owasso Public Schools Mill Levy Summary

General Fund Levies	Art. X, § 9(a)	5.15
	Art. X, § 9(c)	15.45
	Art. X, § 9(d)(1)	10.30
	Art. X, § 9(d)	5.15
	TOTAL	36.05
Building Fund Levy		5.16
Countywide School Levy		4.00
Operational Mill Levy ²		45.21
Net Effective Mill Levy--Real ³		6.76
Net Benefit Per Operational Ad Valorem Dollar Received--Real		\$0.15

1. Assumptions:

- a. Approximates the effective value of the Countywide School Levy.
- b. Assumes full adjusted allowable millage levies.

2. "Operational Mill Levy" (excludes sinking fund) = (General Fund Levies) + (Building Fund Levies) + (Countywide School Levy)

3. "Net Effective Mill Levy--Real" = [Operational Mill Levy] - [Foundation Aid State School Aid Offset] - [Salary Incentive Aid State School Aid Offset]; Net Effective Mill Levy--Real = [(General Fund Levies) + (Building Fund Levies) + (Countywide School Levy)] - [(Art. X § 9(c) Levy) + (75% of Countywide School Levy)] - [20-mill Salary Incentive Aid offset]

4. "Net Effective Mill Levy--Personal" = [Operational Mill Levy] - [79% of Foundation Aid State School Aid Offset] - [79% of Salary Incentive Aid State School Aid Offset]; Net Effective Mill Levy--Personal = [(General Fund Levies) + (Building Fund Levies) + (Countywide School Levy)] - [79% of ((Art. 9(c) Levy) + {75% of Countywide School Levy})] - [79% of 20-mill Salary Incentive Aid Offset]

5. School districts receive the benefit of their full operational mill levies once ad valorem taxes collected from their Art. X SSS 9(c) levy and 75% of their allocation of the countywide school levy meet or exceed the district's gross Foundation Aid amount in the state school aid calculation; assumes district has no land earnings and no chargeable gross production, motor vehicle, or REA tax revenues.

6. Assumes district has no land earnings and no gross production, motor vehicle, or REA tax revenues chargeable in the state aid formula.



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Jason Woodruff
Deputy Chief of Police

SUBJECT: Owasso Police Headquarters Renovation
Design Services Contract

DATE: December 2, 2016

BACKGROUND:

In 2001, the Owasso City Hall and Police Department Headquarters building was constructed at 111 N Main. In the years that followed, unprecedented growth in Owasso and the resulting increased demand for city services caused both city administration and the police department to quickly outgrow the shared facility. Options were explored for the construction of a new police headquarters, but the multimillion dollar expense of such a project, especially the costly construction of a new hardened jail facility, made the expansion of the current police headquarters a much more cost effective solution.

Plans were explored to relocate City Hall from 111 N Main to the former First Bank building at 200 S Main. This proposed move would allow for a renovation and expansion project for the cramped Owasso Police Headquarters into the portion of the building vacated by City Hall. As part of that proposal, renovation plans were explored for both the existing city facility and the newly purchased First Bank building.

In 2012, Wilson Estes Police Architects (WEPA) contracted with the City of Owasso for basic design services, creation of preliminary sketches of renovation options and the creation of a general cost estimate for both the new city hall and the police headquarters projects. The design services were provided by WEPA with a conservative estimate of \$1.5 million for the proposed renovation of the police department and a similar cost estimate for the renovation of the former First Bank building.

In July 2016, the renovation of the new city hall building was completed and staff vacated the former city hall to move into the new facility. Steps were then undertaken to explore the renovation of the recently vacated city hall portion of the building at 111 N Main into an expanded police headquarters facility.

In 2016, Wilson Estes Police Architects changed its name to Police Facility Development Group (PFDG) to better represent the services they provide. The staffing and leadership at the firm remained the same, including the retention of James Estes as the lead architect. In 2016, Police Facility Development Group was again contracted for basic design services to revise and update the proposed renovation plans for the Owasso Police Headquarters as well as recalculate the outdated project cost estimate that they had completed in 2012. On November 7, 2016, PFDG provided a preliminary project estimate.

Similar to the 2012 estimate, basic renovation construction was estimated at \$1,573,174. Although the overall structure and condition of the building was excellent, as it was in the 2012 assessment, several large components of the building's infrastructure were nearing the end of expected life cycles and were therefore in need of modernization. An estimate of \$840,000 was projected for repair and/or replacement of the original infrastructure systems to improve the efficiency and function of the building, including a complete replacement of the HVAC system, boiler replacement, plumbing repair and/or replacement and retrofitting lighting throughout the building with more efficient LED fixtures.

Estimated general contractor overhead and profit was calculated at 15% of the total budget or \$361,976.19. PFDG estimated the overall cost of the renovation project at \$2,775,150. Other major expenses were not included in the estimate due to certain unknowns that prevented an accurate cost estimate, including upgrading the emergency backup power system (approximately \$250,000) and installing a vehicle lift system for processing vehicles.

With the inclusion of contingency for these and other unexpected issues, lead architect James Estes recommended a cost estimate of \$3,000,000 for the total project with the understanding that this estimate could fluctuate once the construction plans are finalized.

REMAINING SCOPE OF DESIGN/ENGINEERING SERVICES:

The next step in this project is to contract with an architectural design firm to complete the final designs, engineering services, develop the construction documents, develop project bid specifications, and assist city staff with the project bidding process. Compensation for these services is traditionally established using a fee calculation based on a flat percentage of the total cost of the final project. Design and engineering services for new construction is generally a lower percentage than that of a renovation project, primarily due to the added complexity of working within the framework and limitations of an existing structure.

Police Facility Design Group, known at the time as Wilson Estes Police Architects, underwent the Request for Qualifications (RFQ) process when they were initially selected for the early stages of this project in 2012. PFDG has been intimately involved in the various stages of this project since that time and the firm has consistently provided an excellent product. Based on the established relationship with the PFDG, the firm's existing familiarity with the details of the project and the satisfactory performance in previous interactions, it is logical to select the Police Facility Design Group for the final phases of the renovation project.

Police Facility Design Group's typical fee for pre-construction design and engineering services for a renovation project is 10% of the total finalized budget. Staff has negotiated with PFDG for a reduced fee of 8%. Additionally, PFDG offered a reduction of \$10,000 from the final design fees, based on the cost savings associated with previous work completed during the earlier stages. The fee reductions negotiated with Police Facility Design Group equate to a savings of approximately \$70,000 compared to the firm's normal rate.

FUNDING:

The renovation and expansion of the Owasso Police Headquarters is an approved item on the Capital Improvements Project List. Should this contract be approved by the Owasso City Council, funding for architecture and design services related to the project would come from the Capital Improvements Fund.

The exact cost of this project will not be firmly established until the construction documents, detailed estimates and construction bids are finalized. Based on the estimated cost of \$3,000,000, an eight percent fee with a \$10,000 reduction would equate to \$230,000 for architecture and design services under the proposed contract. Reimbursable expenses of \$570.24 are currently owed to PFDG for travel in July and September. With the \$10,000 reduction and the \$570.24 owed, this net contract amount would be \$230,570.24. The compensation issuance to Police Facility Design Group would occur monthly as services are performed.

RECOMMENDATION:

Staff recommends approval of an architectural and engineering agreement with Police Facility Design Group of Kansas City, Missouri, for the Owasso Police Headquarters renovation project for a fee equal to 8% of the Cost of the Work in an amount not to exceed \$230,570.24 plus reimbursable expenses not to exceed \$20,190.00 and authorization for the City Manager to execute the contract.

ATTACHMENT:

Agreement with Police Facility Design Group



AIA[®] Document B132[™] – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

| **AGREEMENT** made as of the 6th day of December in the year 2016
(In words, indicate day, month and year.)

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

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

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

| Police Facility Design Group, PA
500 Grand Boulevard, Suite 201A
Kansas City, MO 64106

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

| Design and Construction Administration for the Owasso Police Facility Renovation & Expansion
Owasso, Oklahoma

The Construction Manager:
(Name, legal status, address and other information)

| To Be Determined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

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

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

| Need Assessment dated May 14, 2013 related to police use components and including revisions made in 2016.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

| Existing two-story structure currently or previously occupied by Owasso City Hall and Police, including a garage addition.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| Approximately \$3,000,000. (Does not include furnishings budget, i.e. tables, chairs, desks, workstations, file cabinets).

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

| Design Phase anticipated to commence in December, 2016.

.2 Commencement of construction:

TBD in association with Construction Manager.

.3 Substantial Completion date or milestone dates:

TBD in association with Construction Manager.

.4 Other:

Scheduling of design and architectural services are anticipated to allow completion of construction documents, bidding, and contractor(s) selection in an expeditious manner.

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Jason Woodruff
Deputy Chief of Police
Owasso Police Department
jwoodruff@cityofowasso.com
918-376-1578

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Construction Manager, TBD

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

.2 Cost Consultant (if in addition to the Construction Manager):

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

.3 Land Surveyor:

If applicable for garage addition

.4 Geotechnical Engineer:

If applicable for garage addition

.5 Civil Engineer:

If applicable for garage addition

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

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

James Estes
523 Walnut Street
Kansas City, MO 64106
816 298-6700, x302
james.estes@policearchitects.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bob D Campbell & Associates
4338 Belleview
Kansas City, MO 64111

.2 Mechanical Engineer:

Hoss & Brown Engineers
11205 W 79th St
Lenexa, KS 66214

.3 Electrical Engineer:

Hoss & Brown Engineers
11205 W 79th St
Lenexa, KS 66214

§ 1.1.12.2 Consultants retained under Additional Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two-million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one-million dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one-million dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one-million dollars (\$ 1,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

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

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

§ 3.1.9 Services identified in 3.1 shall include but not be limited to, all drawings, details, specifications, material schedules, and all other items necessary to provide a complete design and carry out the construction of the design through project closeout, including warranty periods.

§ 3.1.10 Attend meetings and prepare all associated presentation materials deemed necessary to the development of the project's planning and approval process, including, Building Department, Code Enforcement, Engineering, and all regulatory agencies having authority over the project. Also included are all meetings to obtain additional information when necessary, and presentations for review of work completed to City Council, project representatives, and the public.

§ 3.1.11 Assist the Owner in the selection of a construction management firm, and work with the selected firm throughout the project. At the Owner's discretion, these services will include, but not limited to, reviewing of potential qualifications or proposals, attend meetings needed during the selection process, and other required services needed during the pre-selection and selection process for the Owner to select a Construction Management firm to work in conjunction with the Architect.

§ 3.1.12 Provide Interior Design, consisting of the selection of all interior finish products and materials, including, but not limited to floor coverings, wall coverings, fixtures, cabinetry, and paint. Colors to be coordinated with Furnishings provided by others.

§ 3.1.13 Provide and upgrade security design: Provided under the all requirements of the Basic Services Agreement, Architect will provide an integrated building/ site design incorporating door and access control, alarm notification, and audio/video monitoring.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect is responsible to finalize the Concept Plans and work with the Construction Manager and Owner to meet the Owner's budget.

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

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

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Upon Owner engagement with the Construction Manager, the Architect will fully apprise the Construction Manager of the project's scope, scale, and any known details that will impact the budget or schedule.

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

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the

Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

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

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

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

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

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

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

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

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

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents. For the receipt, distribution, and management of submittals the Architect anticipates utilizing Submittal Exchange or a similar project management tool or program that meets the approval of the Owner and Construction Manager.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.5.4 The Architect shall endeavor to identify and consider value engineering options throughout the design and construction process when such options result in a cost benefit to the Owner, yet maintain the originally specified performance of the considered material, product, or system.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor’s Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site evaluation and planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)	Architect	
§ 4.1.7 Civil engineering	Owner	1.1.10.5, if required
§ 4.1.8 Landscape design		

§ 4.1.9 Architectural interior design (B252™–2007)	Architect	3.1.12
§ 4.1.10 Value analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating	Construction Mgr	
§ 4.1.12 On-site project representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings		
§ 4.1.15 As-constructed record drawings	Architect	
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility support services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security evaluation and planning (B206™–2007)	Architect	3.1.14
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® certification (B214™–2012)		
§ 4.1.25 Historic preservation (B205™–2007)		
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)		

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

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner’s schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner’s other consultants or contractors;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

(Paragraph deleted)

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- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

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

(Paragraph deleted)

- .1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .2 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

(Paragraph deleted)

- .3 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .4 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

§ 5.6 If required, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 If required, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of

the land, rights-of-way, financing, contingencies for changes in the Work, furnishings, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

Init.

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

A Stipulated Fee of 8% not to exceed \$240,000 based on a Cost of Work and corresponding scope of \$3,000,000. The Architect will credit the fee for Concept Design in the Agreement dated July 5, 2016 in the amount of \$10,000, less reimbursable expense for automobile mileage cost for trips on July 25, 2016 and September 14, 2016, totaling \$570.24. The amount shall be credited with the first monthly invoice.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

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

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

An amount equal to 8% of the Cost of such additional services, or on an hourly basis at the rates identified in Article 11.6; the method of pay determination being mutually agreeable to the Owner and Architect based on the circumstance associated with each, or any, Additional service required.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

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

Schematic Design Phase	ten	percent (10	%)
Design Development Phase	twenty	percent (20	%)

Construction Documents Phase	forty-five	percent (45	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

Employee or Category	Rate (\$0.00)
Principal	\$150
Project Manager	\$115
Project Architect	\$ 95
Intern Architect	\$ 75
Technical Support	\$ 65

(Table deleted)

(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence; limited to 34 separate trips.
- ;

(Paragraph deleted)

- ..2 Printing, reproductions, plots, standard form documents; includes a maximum of 3 - 95% check sets, and 3 - 100% plan sets and specifications.
- .3 Postage, handling and delivery;
- .

(Paragraphs deleted)

- 4 Submittal Exchange project information management subscription..5 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. Reimbursable expense shall be limited to a not-to-exceed cost of \$20,190.

§ 11.9 Compensation for Use of Architect's Instruments of Service

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

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable *(Paragraphs deleted)* within 30 days after presentation of the Architect's invoice.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

(Paragraphs deleted)

- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

N/A

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

OWNER *(Signature)*

Warren Lehr, City Manager
(Printed name and title)

ARCHITECT *(Signature)*

James P. Estes President, Police Facility Design
Group, PA
(Printed name and title)



TO: Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Ordinance 1091, Utility Easement Closure
Braum's Ice Cream and Dairy Store 156

DATE: December 2, 2016

BACKGROUND:

The City of Owasso received a request from Tanner Consulting, LLC for the complete closing of a utility easement. The easement is located within the southernmost eleven (11) feet of Lot 1, Block 1 of Owasso Commercial Center III and the northernmost ten (10) feet of Lot 4, Block 1 of Owasso Commercial Center. The address of the property in question is 11503 East 76th Street N. A new Braum's Ice Cream and Dairy store is being constructed on this property and it has been determined by the developer that this easement is no longer necessary due to a reconfiguration of the sewer lines across the property.

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

Upon Council action to close the easement, the applicant should take it to district court and file for vacation of the easement which will completely remove it from the books.

TECHNICAL ADVISORY COMMITTEE:

The Technical Advisory Committee reviewed the request at their October 26, 2016, meeting. No comments or concerns regarding negative impacts to utilities were expressed at the meeting.

RECOMMENDATION:

Staff recommends approval of Ordinance 1091 closing the utility easement.

ATTACHMENTS:

Ordinance 1091
Legal Description Exhibit
Aerial Map

CITY OF OWASSO, OKLAHOMA
ORDINANCE 1091

AN ORDINANCE CLOSING TO THE PUBLIC USE A UTILITY EASEMENT LOCATED ON PROPERTY DESCRIBED AS PART OF LOT FOUR (4), BLOCK ONE (1), "OWASSO COMMERCIAL CENTER," AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4422), AND A PART OF LOT ONE (1), BLOCK ONE (1), "OWASSO COMMERCIAL CENTER III," AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4952)

WHEREAS, the City of Owasso, Oklahoma has deemed it necessary and expedient to close to the public use a portion of a certain public utility easement herein attached as Exhibit "A"; and,

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

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

A TRACT OF LAND THAT IS A PART OF LOT FOUR (4), BLOCK ONE (1), "OWASSO COMMERCIAL CENTER," AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4422), AND A PART OF LOT ONE (1), BLOCK ONE (1), "OWASSO COMMERCIAL CENTER III," AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4952), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 1°15'28" EAST AND ALONG THE EAST LINE OF LOT 4, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°44'32" WEST AND PARALLEL WITH THE NORTH LINE OF LOT 4, FOR A DISTANCE OF 150.00 FEET; THENCE NORTH 1°15'28" WEST AND PARALLEL WITH THE WEST LINE OF LOT 4, FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4; THENCE NORTH 88°44'32" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 1.00 FEET; THENCE NORTH 1°15'28" WEST AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 88°44'32" EAST AND PARALLEL WITH THE SOUTH LINE OF LOT 1, FOR A DISTANCE OF 149.00 FEET TO A POINT ON THE EAST LINE OF LOT 1; THENCE SOUTH 1°15'28" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 3,139 SQUARE FEET OR 0.072 ACRES;

be, and the same is hereby closed for use as a utility easement.

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

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

Section 3. If any part or parts of this ordinance are deemed unconstitutional, invalid or ineffective, the remaining portion shall not be affected but shall remain in full force and effect.

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

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

PASSED AND APPROVED this ____ day of _____, 2016

Lyndell Dunn, Mayor

ATTEST:

Sherry Bishop, City Clerk

(SEAL)

APPROVED AS TO FORM:

Julie Lombardi, City Attorney

OWASSO COMMERCIAL CENTER III

A REPLAT OF A PORTION OF LOT 1, BLOCK 1, OWASSO COMMERCIAL CENTER
AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, OKLAHOMA

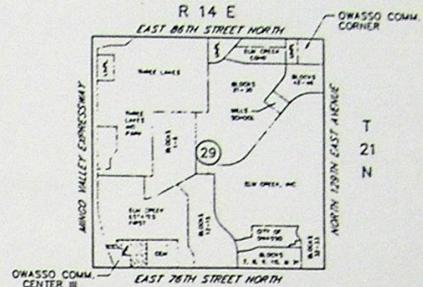
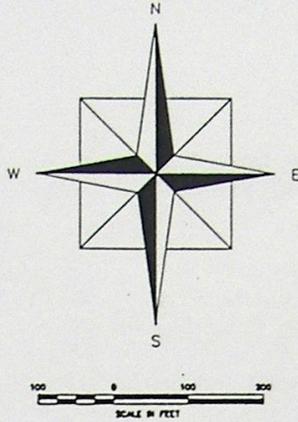
4952

OWNER
OKLAHOMA INVESTMENT CO.

P.O. BOX 2835
TULSA, OKLAHOMA 74101
PHONE: (918) 587-1909

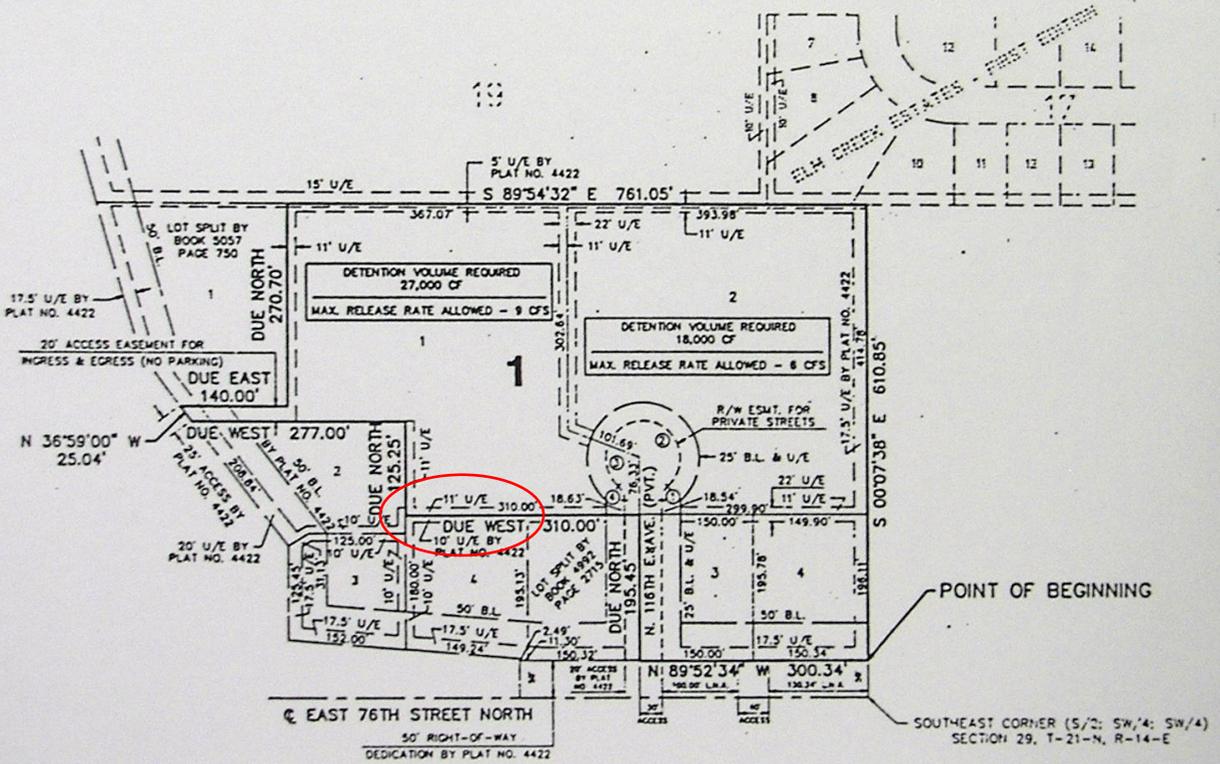
ENGINEER
TUTTLE & ASSOCIATES, INC

4606 S. GARNETT ROAD, SUITE 310
TULSA, OKLAHOMA 74146
PHONE: (918) 663-5567



LOCATION MAP
4 LOTS
358,498.80 SQUARE FEET
8.23 ACRES

SECTION 29, T-21-N, R-14-E



LEGEND

- L.N.A. LIMITS OF NO ACCESS
- U/E UTILITY EASEMENT
- N NORTH
- S SOUTH
- E EAST
- W WEST
- B.L. BUILDING LINE

CERTIFICATE

As provided in Title 10, Chapter 13, Section 14 of the Oklahoma Statutes, I hereby certify that as far as all other matters herein specified in this plat, all facts stated herein to be true and correct were ascertained by me and verified by me personally or by a duly sworn and qualified surveyor or other person authorized by me to do so, and that the same are true and correct to the best of my knowledge and belief.

This certificate is given in full and in satisfaction of the requirements of the above statute.

Witness my hand and the seal of my office this 9th day of September, 1993.

Notary Public for Oklahoma

CURVE TABLE			
POLYGON NUMBER	RADIUS	DELTA	LENGTH
1	25.00'	48°11'23"	21.03'
2	50.00'	152°42'58"	180.89'
3	50.00'	89°03'41"	80.30'
4	25.00'	48°11'23"	21.03'

NOTE: DETENTION FOR LOT 1 AND LOT 2 MUST BE CONSTRUCTED BY THE OWNER BEFORE A BUILDING PERMIT IS ISSUED

Exhibit "A.1"

Braum's 76th Street - Owasso OK

Utility Easement Vacation Description

Description

A TRACT OF LAND THAT IS A PART OF LOT FOUR (4), BLOCK ONE (1), "OWASSO COMMERCIAL CENTER", AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4422), AND A PART OF LOT ONE (1), BLOCK ONE (1), "OWASSO COMMERCIAL CENTER III", AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4952), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 1°15'28" EAST AND ALONG THE EAST LINE OF LOT 4, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°44'32" WEST AND PARALLEL WITH THE NORTH LINE OF LOT 4, FOR A DISTANCE OF 150.00 FEET; THENCE NORTH 1°15'28" WEST AND PARALLEL WITH THE WEST LINE OF LOT 4, FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4; THENCE NORTH 88°44'32" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 1.00 FEET; THENCE NORTH 1°15'28" WEST AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 88°44'32" EAST AND PARALLEL WITH THE SOUTH LINE OF LOT 1, FOR A DISTANCE OF 149.00 FEET TO A POINT ON THE EAST LINE OF LOT 1; THENCE SOUTH 1°15'28" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 3,139 SQUARE FEET OR 0.072 ACRES.

Basis of Bearing

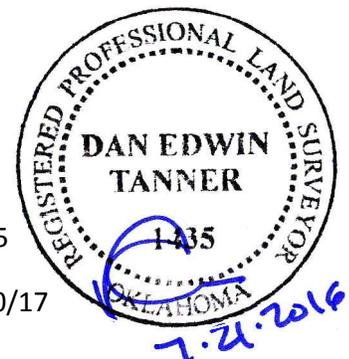
THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, "OWASSO COMMERCIAL CENTER";
 - (2) 3/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 4, BLOCK 1, "OWASSO COMMERCIAL CENTER";
- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°15'28" WEST.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENTS AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

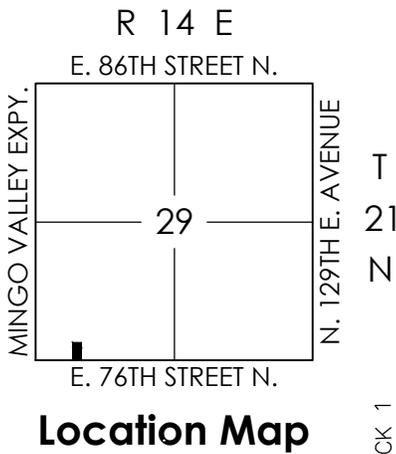
DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/17



 **Tanner Consulting LLC**
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

Exhibit "A.2"

Braum's 76th Street - Owasso OK Utility Easement Vacation Exhibit



Owasso Commercial Center

N 1°15'28" W
11.00'
N 88°44'32" E
1.00'
10.00'
N 1°15'28" W

11' UTILITY EASEMENT PER PLAT

LOT 2, BLOCK 1

Owasso Commercial Center III
PART OF LOT 1, BLOCK 1

N 88°44'32" E
149.00'

S 1°15'28" E
11.00'

SOUTH LINE LOT 1, BLOCK 1 - OCC III
NORTH LINE LOT 4, BLOCK 1 - OCC

150.00'
S 88°44'32" W

POB
NE CORNER
LOT 4, BLOCK 1

10.00'
S 1°15'28" E

LOT 3, BLOCK 1

10' UTILITY EASEMENT PER PLAT

Owasso Commercial Center
LOT 4, BLOCK 1

50' BUILDING LINE PER PLAT

17.5' UTILITY EASEMENT PER PLAT

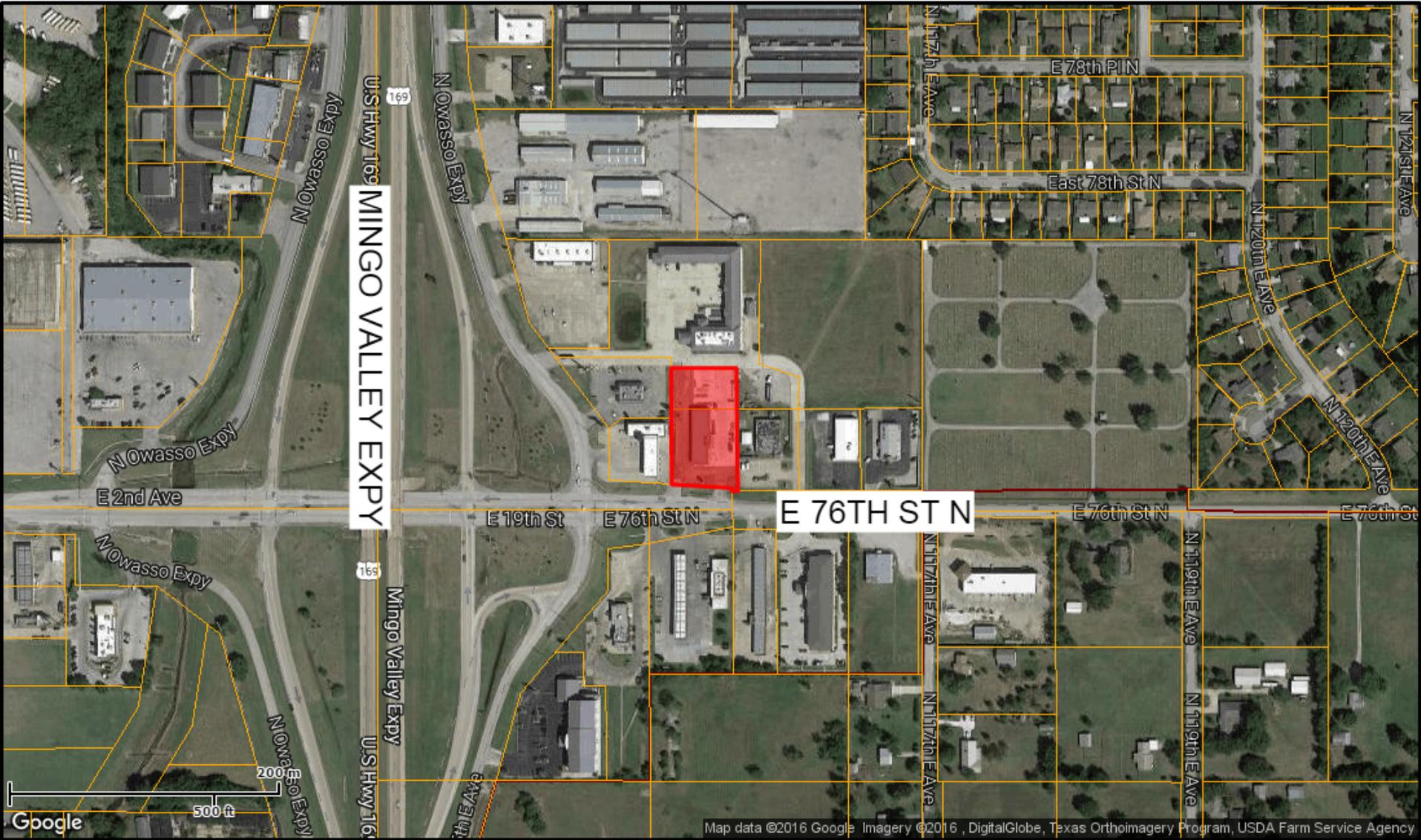
Owasso Commercial Center
PART OF LOT 1, BLOCK 1

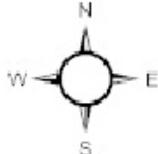
EAST 76TH STREET NORTH

LEGEND

OCC OWASSO COMMERCIAL CENTER
POB POINT OF BEGINNING

Braum's 76th St.



<p>1" = 376 ft</p>	<p>Easement Closure</p>	<p>10/21/2016</p>		
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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.



TO: Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Ordinance 1092 – Sanitary Sewer Easement Closure
Lot One (1), Block One (1), Hickory Creek II, 12805 E 67th St N

DATE: December 2, 2016

BACKGROUND AND ANALYSIS:

The City of Owasso received a request from Brian Green for the closing of a filed sanitary sewer easement. The location of the easement encompasses 27.15 feet of the western half of Lot One (1) Block One (1) of Hickory Creek II, a portion of Reserve Area "A" and E 67th St N.

The subject easement was filed as a separate instrument (Document #2013016829) when Hickory Creek I was platted and covered a portion of what was to become Hickory Creek II. When Hickory Creek II was platted a few years later, utility easements were provided by the plat.

Essentially, there are dual easements in place and they have created title issues with the subject property. It is believed the separate instrument was filed to ensure utilities would be within a public easement in a small area that at the time was offsite from Hickory Creek I. With the development Hickory Creek II, this instrument is no longer necessary.

A survey was prepared for the subject property, which located existing utilities. The closing of the filed separate instrument, will not impact any public utilities as they will all still remain within a platted easement as part of Hickory Creek II. Required notice was sent to all franchise utility companies. The Owasso Public Works Department was also contacted regarding the closing of the easement and indicated there should be no impacts to future utilities. No other utilities appear to be affected by the closing of this the easement.

Upon Council action to close the easement, the applicant should take it to district court and file for vacation of the easement which will completely remove it from the books.

TECHNICAL ADVISORY COMMITTEE:

The Technical Advisory Committee reviewed the request at their October 26, 2016, meeting. No comments or concerns regarding negative impacts to utilities were expressed at the meeting.

RECOMMENDATION:

Staff recommends City Council approval Ordinance 1092 closing the sanitary sewer easement.

ATTACHMENTS:

Ordinance 1092

Portion of Filed Plat for Hickory Creek II

Survey Showing both Easements

Excerpt from Hickory Creek II stating Reserve Area A to allow for Utilities

**CITY OF OWASSO, OKLAHOMA
ORDINANCE 1092**

AN ORDINANCE CLOSING TO THE PUBLIC USE A SANITARY SEWER EASEMENT that ENCOMPASSES 27.15 FEET OF THE WESTERN HALF OF LOT ONE (1) BLOCK ONE (1) OF HICKORY CREEK II, A PORTION OF RESERVE AREA "A" AND E 67TH STREET NORTH IN TULSA COUNTY, STATE OF OKLAHOMA

WHEREAS, the City of Owasso, Oklahoma has deemed it necessary and expedient to close to the public use said sanitary sewer easement, herein attached as Exhibit "A"; and,

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

WHEREAS, the closure of the sanitary sewer easement as filed in the office of the County Clerk of Tulsa County, Oklahoma as #2013016829 does not affect any utility easements or dedications contained in the Hickory Creek and Hickory Creek II recorded plats.

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

A TRACT OF LAND LOCATED IN THE E/2 OF THE SE/4 OF SECTION 32, T-21-N, R-14-E, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 32, THENCE N00°10'35"E ALONG THE EAST LINE OF SECTION 32, 827.00 FEET; THENCE N89°49'25"W AND PERPENDICULAR TO EAST LINE OF SECTION 32, A DISTANCE OF 359.38 FEET TO THE POINT OF BEGINNING; THENCE N89°49'25"W A DISTANCE OF 89.00 FEET; THENCE S0°8'54"W A DISTANCE OF 17.50 FEET; THENCE S89°49'25"E A DISTANCE OF 53.00 FEET; THENCE S0°8'54"W A DISTANCE OF 133.10 FEET; THENCE S89°49'25"E A DISTANCE OF 36.00 FEET; THENCE N0°8'54"E A DISTANCE OF 150.60 FEET TO THE POINT OF BEGINNING; ALL LOCATED IN SECTION 32, T-21-N, R-14-E, TULSA COUNTY, STATE OF OKLAHOMA

be, and the same is hereby closed for use as a sanitary sewer easement.

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

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

Section 3. If any part or parts of this ordinance are deemed unconstitutional, invalid or ineffective, the remaining portion shall not be affected but shall remain in full force and effect.

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

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

PASSED AND APPROVED this ____th day of December, 2016.

Lyndell Dunn, Mayor

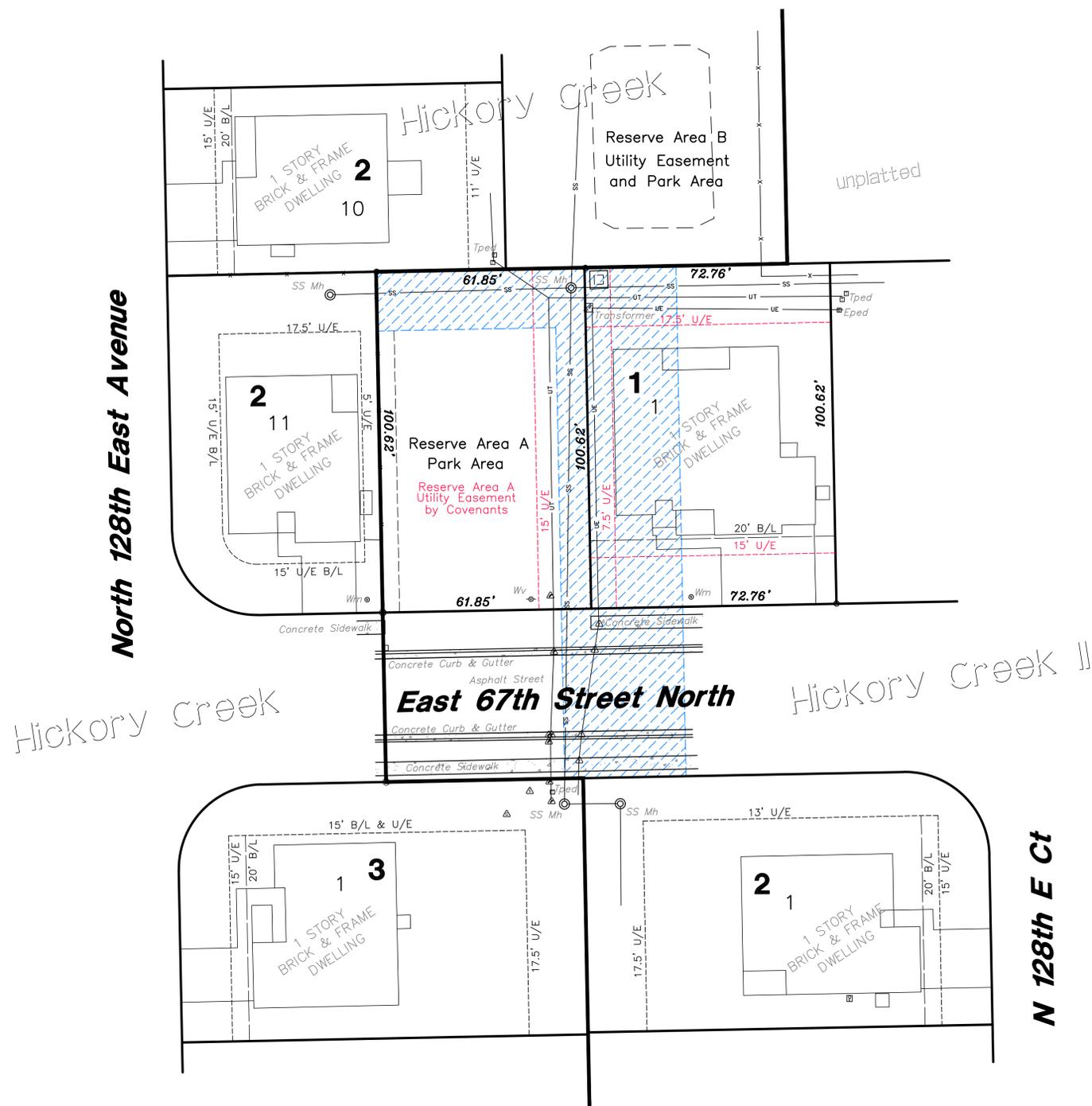
(SEAL)

ATTEST:

Sherry Bishop, City Clerk

APPROVED AS TO FORM:

Julie Lombardi, City Attorney



Scale: 1"=20'



- B/L Building Setback Line
- △ Electric Marker (Underground)
- ▣ Eped (Electric Pedestal)
- ▣ Electric Transformer
- △ Gas Marker (Underground)
- ▣ Tped (Telephone Pedestal)
- ▣ Telephone Marker (Underground)
- ⊙ SS Mh (Sanitary Sewer Manhole)
- U/E Utility Easement
- ⊙ Wm (Water Meter)
- ⊙ Wv (Water Valve)

SANITARY SEWER EASEMENT
DOC. NO. 2013016829

**EXHIBIT OF SANITARY SEWER EASEMENT
HICKORY CREEK II
City of Owasso, Tulsa County, Oklahoma**

Benchmark Surveying and Land Services, Inc. <small>P.O. BOX 1078 OWASSO, OKLAHOMA 74055 C.A. NO. 2295</small>			<small>PHONE: (918) 274-9081 FAX: (918) 274-0807 EXP. DATE: 6/30/16</small>		
REVISIONS	BY	DATE	FILE: 2114.3220	SURVEY BY: CC	DATE: 10/13/2016
			ORDER: 21973	DRAWN BY: TLG	SCALE: 1"=20'
			BOOK: 42/334	CHECKED BY: KMN	SHEET 1 OF 1

Excerpt from Filed Deeds of Dedication and Covenants from Hickory Creek II

1. NOT WITHSTANDING ANY OTHER PROVISION ON THIS DECLARATION, DECLARING RESERVES THE RIGHT TO GRANT EASEMENT WITHIN THE COMMON AREAS (RESERVE AREAS) FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SANITARY SEWER, DRAINAGE COURSE, PUBLIC ACCESS, AND OTHER UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A MANNER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE COMMON AREAS (RESERVE AREAS).



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Linda Jones, Finance Director

SUBJECT: Budget Amendment - General Fund and Vision Tax Fund

DATE: December 2, 2016

BACKGROUND:

On November 8, 2016, Council authorized the City to enter into an agreement for surveying services for East 116th Street North, Mingo Road to US Hwy 169. Additionally, other engineering contracts are proposed. This project was authorized by voters to be funded by the 55/100th Vision Recapture sales tax.

As was discussed at the meeting, sales tax revenues for Vision Recapture projects will not be distributed to the City by the Oklahoma Tax Commission until March 2017. To enable the project to proceed while ensuring that the Vision Tax fund does not incur a deficit balance (prior to receipt of sales tax collections) a budget amendment is recommended in the amount of the engineering contract.

It is the intention of the City to transfer the funds as needed from the General fund to the Vision Tax fund to avoid a deficit cash balance. It is furthermore the intention of the City to return the funds to the General fund once sales tax collections are received.

In order to document this transfer of funds, budget amendments are needed in both the General Fund and in the Vision Tax Fund. Funds will be transferred (revenue) to the Vision Fund from (expenditure) the General Fund. Later in the fiscal year after the new tax funds have been received, the process will be reversed. The funds will be transferred from the Vision Fund to the General Fund.

RECOMMENDATION:

Staff recommends approval of a budget amendment in the General Fund increasing the estimated revenues (transfers in) and increasing the appropriation for expenditures (transfers out) in the amount of \$407,400 and a budget amendment in the Vision Tax Fund increasing the estimated revenues (transfers in) and increasing the appropriation for expenditures (transfers out) in the amount of \$407,400.



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Daniel Dearing, P.E., CFM
Sr. Civil Engineer

SUBJECT: East 116th Street North from Mingo Road to Garnett Road
Roadway Improvements - Agreement for Engineering Services

DATE: December 2, 2016

BACKGROUND:

East 116th Street North is currently the highest priority two-lane roadway in need of widening within City Limits that is not currently under design. The road acts as a direct connection from State Highway 75 to both State Highway 20 and US Highway 169. The road accommodates commuter traffic, heavy residential traffic, commercial traffic, Sports Park traffic and functions in the capacity of an "alternate" highway due to the most direct path between State Highways 75 and 20.

Traffic to recent commercial developments near US Highway 169 along this roadway is one source of increased traffic. In the past few years, Oklahoma Department of Transportation (ODOT) has installed an overpass and interchange with on and off ramps at Highway 75 to and from East 116th Street North. This interchange has created a safer passageway to and from East 116th Street North and has also contributed to additional traffic. Events at the Sports Park often times cause major traffic congestion at the entrance on East 116th Street North backing up traffic significantly. For these reasons, the City identified this project as a priority to fund and submitted it to the public for the Vision re-capture funding which was passed in April of 2016.

The latest traffic counts for the mile section are 9,786 vehicles per day traveling east/west at the west end and 10,968 at the east end. In previous years, the west end traffic counts were approximately 7,500 (2013) vehicles per day and approximately 9,000 (2012) vehicles per day on the east end indicating a 30% and 22% increase respectively.

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

ENGINEER SELECTION PROCESS:

On August 9, 2016, staff notified eight (8) engineering firms that had shown interest in working with the City of Owasso on transportation projects. These firms had previously worked on similar types of projects as this one. Therefore staff issued them an invitation to submit Statements of Qualifications (SOQ).

The six (6) firms submitting SOQs were as follows:

Cowan Group Engineering, Tulsa, OK
Guernsey, Oklahoma City, OK
PEC, Tulsa, OK

Garver, LLC, Tulsa, OK
Guy Engineering, Tulsa, OK
Walter P. Moore, Tulsa, OK

Owasso Public Works staff reviewed the submitted SOQs and selected Garver, LLC of Tulsa, Oklahoma as the most highly qualified and responsive firm.

ENGINEERING AGREEMENT/SCOPE OF WORK:

Following is the scope of work for this project:

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

On October 31, 2016, City staff and Garver, LLC came to an agreement relating to the engineering service fee. If approved, cost of engineering services will be a lump sum amount of \$359,200 or 5.9% of the estimated construction cost.

FUNDING:

In January 2017, the vision re-capture tax will begin collection. Costs for this project have been appropriated in the Vision Tax Fund.

RECOMMENDATION:

Staff recommends approval of an Agreement for Engineering Services for the East 116th Street North, from Mingo Road to Garnett Road, Roadway Improvements with Garver, LLC in the amount of \$359,200 and authorization for the Mayor to execute the agreement.

ATTACHMENTS:

Agreement for Engineering Services
Location Map

**AGREEMENT FOR ENGINEERING SERVICES
FOR THE CITY OF OWASSO, OK
EAST 116TH STREET NORTH – MINGO ROAD TO GARNETT ROAD**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 between the City of Owasso, Oklahoma, a Municipal Corporation, of Oklahoma, hereinafter referred to as CITY, and Garver, LLC, hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to widen and improve 116th Street North from Mingo Road to Garnett Road, inclusive of the Mingo Road intersection, hereinafter referred to as the PROJECT; and,

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

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through the _____ Budget;

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

1. SCOPE OF PROJECT. The scope of the PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, FEE/HOUR BREAKDOWN, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a

good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7. LIMITATION OF RESPONSIBILITY.

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

8. OPINIONS OF COST AND SCHEDULE.

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

8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

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

9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.

10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

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

12. INSURANCE.

12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:

12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

Owasso, Oklahoma 74055
Attention: Roger Stevens, Public Works Director

- 15.1. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.
16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E, and F and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of Owasso, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and

_____ thereafter and will be available for public meetings and City of Owasso presentations.

22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Michael Winterscheidt, PE as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

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

ENGINEER



By: SR. PROJECT MANAGER

Date: 11/3/2016

APPROVED:

CITY OF OWASSO, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

City Attorney

**AGREEMENT FOR ENGINEERING SERVICES
FOR THE CITY OF OWASSO, OK
EAST 116TH STREET NORTH – MINGO ROAD TO GARNETT ROAD
Scope of Project
Attachment A**

SCOPE OF PROJECT. The PROJECT shall consist of civil engineering SERVICES described as follows:

The PROJECT shall consist of the design and preparation of construction documents for four-lane boulevard improvements, including left-turn lanes, bike lanes, sidewalks, and landscaped medians, for the reconstruction of 116th Street North, inclusive of the North Mingo intersection, beginning approximately 500 feet west of the intersection with North Mingo Road and extending approximately one mile to approximately 500 feet west of the intersection with North Garnett Road in Owasso, Oklahoma. The PROJECT shall include the realignment of the entrance to the Owasso Sports Park to align with either North 103rd East Place or North 108th East Avenue.

The topographic and boundary survey for the PROJECT will be provided to the ENGINEER and is not a part of this AGREEMENT. Any additional survey required for this PROJECT will be provided by the CITY or agreed upon and performed by the ENGINEER as an AMENDMENT to this AGREEMENT.

The ENGINEER will perform engineering and drafting services required by this AGREEMENT to prepare roadway construction plans, specifications, and bidding documents for the PROJECT. Included in the roadway design are grading, drainage, surfacing, signing and striping, landscaping, lighting, traffic signals, traffic control during construction, and public utility relocations. The roadway will remain open to local traffic during construction. A detailed Scope of Services is included in Attachment B.

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

The Construction documents will be prepared utilizing CITY and ODOT standard drawings, details, and specifications.

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

**AGREEMENT FOR ENGINEERING SERVICES
FOR THE CITY OF OWASSO, OK
EAST 116TH STREET NORTH – MINGO ROAD TO GARNETT ROAD
Scope of Services
Attachment B**

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

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

B. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

B.1. CONCEPTUAL DESIGN PHASE (30%)

B.1.1. Attend Kickoff meeting with City Staff.

B.1.2. The topographic and boundary survey for the PROJECT will be provided to the ENGINEER and is not a part of this AGREEMENT. Any additional survey required for this PROJECT will be provided by the CITY or agreed upon and performed by the ENGINEER as an AMENDMENT to this AGREEMENT.

B.1.3. Conduct geotechnical investigation for the roadway and provide a geotechnical report including a rigid pavement design.

B.1.4. Conduct Traffic Analysis

B.1.4.1. Collect 24 hour turning movement counts at 116th Street North and North Mingo Road Intersection, 116th Street North and North 103rd East Place, and at 116th Street North and North 108th East Avenue.

B.1.4.2. Make a site visit to become familiar with the existing intersections and surrounding corridor.

B.1.4.3. Gather historical crash data from CITY and ODOT

B.1.4.4. Develop future 2036 design volumes for the intersections

- B.1.4.5. Perform signal warrant analysis at 116th Street North and Owasso Sports Park entrance (North 103rd East Place or North 108th East Avenue)
- B.1.4.6. Operational analysis, capacity and level of service for the above mentioned intersections
- B.1.4.7. Evaluate best location of Owasso Sports Park entrance (North 103rd East Place or North 108th East Avenue) based on a traffic perspective.
- B.1.4.8. Prepare a Traffic Report summarizing the findings, including recommendations for turn lane storage lengths, signalization needs, and a recommendation for the proposed location of the Owasso Sports Park entrance.
- B.1.4.9. Submit Traffic Report prior to Conceptual Plans (30%) for inclusion of recommendations into Conceptual Plans.
- B.1.5. Prepare Conceptual Plans (30%) for the proposed roadway, including the following items and tasks:
 - B.1.5.1. Prepare Conceptual roadway design for the PROJECT including 116th Street North and the North Mingo Road Intersection. Prepare exhibits and associated opinions of probable cost for two conceptual alternatives for the re-aligned Owasso Sports Park entrance for CITY review.
 - B.1.5.2. Conduct Hydraulic Model of two (2) culvert crossings.
 - B.1.5.2.1. Develop discharges for the culvert crossing at Ranch Creek and the culvert crossing at the Tributary to Ranch Creek within the project limits. Flows will be developed using the HEC-HMS software to determine the existing watershed and fully-urbanized watershed condition discharges for the 10-, 25-, 100-, and 500-year storms.
 - B.1.5.2.2. Develop a hydraulic model of the two culvert crossings using the HEC-RAS software to determine the hydraulic conditions for each culvert. A hydraulic model will be developed for the existing culverts with both existing and fully urbanized watershed discharges.
 - B.1.5.2.3. Develop a hydraulic model for proposed culverts with the proposed roadway improvements in place. Proposed roadway elevations for the 30% plan set will be used to determine culvert sizes to seek a culvert size that will not cause overtopping of the

roadway for the 100-year storm or cause a rise in upstream 100-year water surface elevations. Up to two culvert sizing scenarios for each culvert location will be prepared for this task. Additional culvert sizing scenarios will be completed as extra services by Garver.

B.1.5.2.4. The hydraulic models will extend approximately 1,000 feet upstream and downstream of each culvert location. Since existing models for the creeks in the study are not available, surveyed cross sections needed to develop the models will be provided by the City. Up to 12 cross sections may be needed for each culvert location to develop the models.

B.1.5.2.5. A proposed alternative for the two culvert crossings will be sought that will not cause a rise in Ranch Creek or the Tributary to Ranch Creek. Based on this assumption, this task does not include preparation of a Conditional Letter of Map Revision or a Letter of Map Revision application to the Federal Emergency Management Agency.

B.1.5.3. Prepare a brief drainage memorandum including the following:

B.1.5.3.1. Brief description of the existing floodplains hydraulic condition;

B.1.5.3.2. Description of the proposed culverts configuration hydraulic condition;

B.1.5.3.3. Plots of relevant cross sections and floodplain limits,

B.1.5.3.4. Tables showing existing and proposed condition hydraulic results such as water surface elevations, velocities and other hydraulic parameters.

B.1.5.4. Submit drainage memorandum to City for review.

B.1.5.5. Prepare conceptual roadway drainage design for the PROJECT. Drainage design may include both enclosed stormwater sewer systems and some open ditches. Also included in this PROJECT, a drainage issue along the eastern boundary of Country Estates will be evaluated and addressed in an attempt to prevent water from the adjacent property located east of Country Estates from flowing into properties along the eastern line of Country Estates. Said drainage from

the adjacent property will be channelized to 116th Street North and incorporated into the roadway drainage system.

B.1.5.6. Detailed Water Line design for both the CITY and Washington County Rural Water District #3 (WCRWD #3) will not be included in Conceptual Plans, however, a cost for water line relocations will be estimated to be used in the Opinion of Probable Cost.

B.1.5.7. Detailed Sanitary Sewer design for both gravity and force main systems will not be included in Conceptual Plans, however, a cost for sanitary sewer relocations will be estimated to be used in the Opinion of Probable Cost.

B.1.5.8. Detailed Signal design will not be included in Conceptual Plans, however, a cost for signals will be estimated to be used in the Opinion of Probable Cost.

B.1.5.9. Detailed intersection lighting design will not be included in Conceptual Plans, however, a cost for intersection lighting will be estimated to be used in the Opinion of Probable Cost.

B.1.5.10. Detailed median landscaping design will not be included in Conceptual Plans, however, a cost for median landscaping will be estimated to be used in the Opinion of Probable Cost.

B.1.6. Submit 10 copies of the Conceptual Plans (30%) for CITY review

B.1.7. Prepare Conceptual (30%) Opinion of Probable Cost.

B.1.8. Attend a 30% Conceptual Design Review Meeting with CITY

B.1.9. Address CITY comments and finalize Conceptual Plans and Traffic Report.

B.2. PRELIMINARY DESIGN PHASE (60%)

B.2.1. Prepare Preliminary Plans (60%) for the proposed roadway, including the following items and tasks:

B.2.1.1. Prepare preliminary roadway design for the PROJECT including 116th Street North, the North Mingo Road Intersection, and the selected re-aligned Owasso Sports Park entrance alternative.

B.2.1.2. Review and update proposed culvert sizes for roadway elevations and widths based on Preliminary Design Plans (60%)

- B.2.1.3. Prepare preliminary drainage design for the PROJECT.
- B.2.1.4. Prepare preliminary water line relocation design for the PROJECT including CITY water lines. The preliminary design will include plan and profile sheets for approximately 6,280 LF of 12" water line improvements owned by the CITY. Preliminary Plans will not include technical specifications. WCRWD#3 does not have any facilities within the anticipated project limits, relocation design for WCRWD#3 is not included in this AGREEMENT.
- B.2.1.5. Prepare preliminary sanitary sewer relocation design for the PROJECT including CITY gravity sewer and force main. The preliminary design will include plan and profile sheets for approximately 3,200 LF of 8" force main improvements. Preliminary design will also include gravity sewer relocations for conflicts and crossings as needed. Preliminary Plans will not include technical specifications.
- B.2.1.6. If warranted, provide preliminary traffic/pedestrian signal design at the North Mingo Road Intersection and/or the Owasso Sports Park entrance. Signals will meet current ODOT standards.
- B.2.1.7. Prepare preliminary intersection lighting design and layout for the PROJECT. It is anticipated that street lighting will be provided at the North Mingo Road Intersection and the Owasso Sports Park intersection. Lighting will be located on the traffic signal poles. Roadway lighting along 116th Street North is not included in the PROJECT. If traffic signals are not warranted/included with this PROJECT, intersection lighting (if still desired by CITY) will require additional electrical engineering and design that is not included in this AGREEMENT and will be completed under an AMENDMENT to this AGREEMENT.
- B.2.1.8. Prepare preliminary median landscaping design for the PROJECT. Landscaping is anticipated to be located within the roadway medians. Lanscaped medians will require an irrigation system.
- B.2.2. Prepare Right-of-Way acquisition documents for the necessary parcels on the PROJECT up to thirty (30) parcels. Provide Property Reports for all parcels to be acquired, up to twenty (20) ownerships. Provide field staking one time for each parcel to be acquired, up to thirty (30) parcels. If additional documents, property reports, or stakng is required beyond the amount included here, it will be provided as an AMENDMENT to this AGREEMENT.
- B.2.3. Submit 10 copies of the Preliminary Plans (60%) for CITY review

- B.2.4. Prepare Preliminary (60%) Opinion of Probable Cost
- B.2.5. Provide a 60% Plan set to each utility located within the limits of the PROJECT.
- B.2.6. Prepare exhibits for and assist with up to two (2) Design Public Meetings. Prepare a summary of the Public Meetings, listing questions raised and providing responses to each question.
- B.2.7. Attend a 60% Review Meeting with CITY
- B.3. FINAL DESIGN PHASE & CONSTRUCTION DOCUMENTS (90%/100%)
 - B.3.1. Prepare Final Design (90%) and Construction Documents (100%) for the proposed roadway, including the following items and tasks:
 - B.3.1.1. Prepare Final roadway design for the PROJECT including 116th Street North, the North Mingo Road Intersection, and the re-aligned Owasso Sports Park entrance.
 - B.3.1.2. Review and update proposed culvert sizes for roadway elevations and widths based on Final Design Phase and Construction Documents. Prepare final drainage memorandum for confirmed culvert sizes for each of the two culvert locations. Submit 5 copies of memorandums to CITY.
 - B.3.1.3. Prepare final drainage design for the PROJECT.
 - B.3.1.4. Prepare final water line relocation design for the PROJECT including CITY water lines. Final design will include plan and profile sheets for approximately 6,280 LF of 12" water line improvements owned by the CITY.
 - B.3.1.5. Prepare final sanitary sewer relocation design for the PROJECT including CITY gravity sewer and force main. Final design will include plan and profile sheets for approximately 3,200 LF of 8" force main improvements. Final design will also include gravity sewer relocations for conflicts and crossings as needed.
 - B.3.1.6. If warranted, provide final traffic/pedestrian signal design at the North Mingo Road Intersection and/or the Owasso Sports Park entrance.
 - B.3.1.7. Prepare final intersection lighting design for the PROJECT.
 - B.3.1.8. Prepare final median landscaping design for the PROJECT
 - B.3.2. Submit 10 copies of the Final Plans (90%) for CITY review

- B.3.3. Prepare Final (90%) Opinion of Probable Cost
- B.3.4. Provide a 90% Plan set to each utility located within the limits of the PROJECT.
- B.3.5. Attend a 90% Review Meeting with CITY
- B.3.6. Finalize Construction Documents based on CITY comments
- B.3.7. Update ENGINEER's Opinion of Probable Cost to reflect final construction documents
- B.3.8. Prepare Special Provisions to modify the CITY standard construction specifications if required
- B.3.9. Submit 5 copies of the Construction Documents for CITY use
- B.4. COORDINATION AND PERMITS
 - B.4.1. ENGINEER will furnish final plans and specifications to the Oklahoma Department of Environmental Quality (ODEQ). The submittal to ODEQ will include the applications for the Permit to Construct for the proposed improvements. It is anticipated there will be two ODEQ permits for this project (City water and sanitary). Permit fees will be paid by the Owner.
 - B.4.2. Prepare 404 permits for two separate roadway class reinforced concrete box crossings over Ranch Creek and Tributary to Ranch Creek for submittal to the United States Army Corps of Engineers (USACE) by the CITY. It is anticipated that both will fall under a nationwide permit and will not require an individual permit.
 - B.4.3. A CLOMR and LOMR are not anticipated for this PROJECT. It is the intent of the ENGINEER to design for a 'no-rise' condition. If a 'no-rise' option is not feasible, the preparation of a CLOMR and LOMR will be handled as an AMENDMENT to this AGREEMENT.
 - B.4.4. Coordinate with privately owned utilities for said companies to prepare relocation plans if required. Engineer shall establish relocation corridors for private utility companies. Engineer shall provide plans and information as needed to companies to assist in their plan preparation. ENGINEER will review relocation plans for compliance with the PROJECT design. Field verification of relocations is not part of this AGREEMENT. A written letter verifying no impact will be required from utility companies within the PROJECT that do not require relocation.
 - B.4.5. Coordinate with SKOL Railroad and acquire any and all necessary permits for the PROJECT. Permits/ approval for the roadway crossing (including bike lanes and sidewalks and/or trail), CITY

utilities (water and sanitary sewer), and WCRWD #3 are anticipated. Permits for private utility companies are anticipated, but are not included in this AGREEMENT and will be the responsibility of the private utility company. It is anticipated that the design and construction of the railroad crossing itself will be handled by SKOL and is not considered a part of this AGREEMENT. However, coordination with SKOL and design/placement of any associated crossarms, signage, and striping is included in this AGREEMENT.

B.5. BIDDING PHASE SERVICES

- B.5.1. Attend Pre-Bid Conference
- B.5.2. Answer Contractor questions during bidding period
- B.5.3. Prepare addenda to Contract Documents
- B.5.4. Prepare Bid Tab
- B.5.5. Prepare Letter of Award Recommendation
- B.5.6. The ENGINEER will provide Plans and Specifications for the Contractors use during the bidding phase. The CITY will handle the pickup of contract documents by the Contractors.

B.6. CONSTRUCTION PHASE SERVICES

- B.6.1. Attend Pre-Work Conference between CITY and Contractor
- B.6.2. Attend Pre-Work Public Meeting
- B.6.3. Provide Contractor up to five copies of Conformed Plans
- B.6.4. Answer Requests for Information
- B.6.5. Review project material submittals for compliance with the specifications
- B.6.6. Visit site as requested to address issues encountered
- B.6.7. Assist the CITY in Change Order preparation
- B.6.8. Attend Substantial Completion meeting and Assist in creating a punch list
- B.6.9. Attend Final Inspection
- B.6.10. Prepare Record Drawings for CITY based on Contractor and CITY notes. Drawings provided to CITY will include one paper set, one PDF copy, and electronic files in AutoCAD format.

B.6.11. Construction Observation/inspection is not included in the
AGREEMENT

**AGREEMENT FOR ENGINEERING SERVICES
FOR THE CITY OF OWASSO, OK
EAST 116TH STREET NORTH – MINGO ROAD TO GARNETT ROAD
Responsibilities of the City
Attachment C**

RESPONSIBILITIES OF THE CITY. The CITY agrees:

- C.1** **Reports, Records, etc:** To furnish, as required by the work, and not at the expense of the ENGINEER:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT
 - C.1.2 Standard construction drawings and standard specifications
 - C.1.3 Complete topographic and boundary survey (in Oklahoma State Plane Coordinates), inclusive of a triangulated 3D surface to be used during the design phase.
 - C.1.4 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2** **Access:** Provide access to public and private property when required in performance of ENGINEER's services.
- C.3** **Staff Assistance:** Designate the City Engineer (or another individual designated in writing) to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including excavations to determine depth.
 - C.3.2 Furnish legal assistance as required in the preparation of bidding, construction and other supporting documents.
- C.4** **Review:** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT FOR ENGINEERING SERVICES
FOR THE CITY OF OWASSO, OK
EAST 116TH STREET NORTH – MINGO ROAD TO GARNETT ROAD
Compensation
Attachment D**

COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according the Rate Schedule provided in ATTACHMENT E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 Total Compensation

For the work under this project the total maximum billing including direct costs and subconsultant services shall be Three Hundred and Fifty-Nine Thousand, Two Hundred Dollars (\$359,200.00) which amount shall not be exceeded without further written authorization by CITY.

D.2 Subconsultants and Other Professional Associates: Services of subcontractors and other professional consultants shall be compensated for at actual cost. Use of sub-consultants must be authorized in advance by CITY.

D.3 Other Direct Costs

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at the rate currently allowed by the IRS.

D.3.2 Printing expenses shall be compensated for as shown in ATTACHMENT E.

D.3.3 Any other direct costs shall be compensated for at actual when authorized in advance by CITY.

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

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

D.6 Conditions of Payment

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

- D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3 If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT FOR ENGINEERING SERVICES
FOR THE CITY OF OWASSO, OK
EAST 116TH STREET NORTH – MINGO ROAD TO GARNETT ROAD
Billing Rate Sheet
Attachment E**

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services (Kleinfelder)</i>	\$12,700.00
Traffic Studies	\$25,000.00
Signalization Design	\$21,000.00
Drainage Study	\$30,300.00
Conceptual Design	\$22,400.00
Preliminary Design	\$116,900.00
Final Design	\$91,300.00
Property Acquisition Documents	\$20,400.00
Bidding Services	\$5,000.00
Subtotal for Title I Services	\$345,000.00

Title II Services	Estimated Fees
Construction Phase Services	\$14,200.00
Subtotal for Title II Services	\$14,200.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

TRAFFIC STUDIES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$246.00	\$197.00	\$161.00	\$138.00	\$114.00	\$99.00	\$91.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Engineering							
Traffic Study							
Travel					8		
Site Visit/Field Observations					2		
Compile Traffic Data					2		
Assess Historical Crash Data	1			8			
Develop Traffic Volumes							
2016 Traffic Volumes (No Build)		1			16	8	
2016 Traffic Volumes (Build - 2 Alt.)		1			12	8	
2036 Traffic Volumes (Build - 2 Alt.)		1			12	8	
Signal Warrant Analysis (2 Intersections)	1				16		
Operational Analysis (2 alternatives)		4				24	
Geometric Analysis (Based on Synchro)	1					2	
Report		4		16		8	
Coordination with City	1						
QC Review	6						
Subtotal - Traffic Engineering	10	11	0	24	68	58	0
Hours	10	11	0	24	68	58	0
Salary Costs	\$2,460	\$2,167	\$0	\$3,312	\$7,752	\$5,742	\$0

SUBTOTAL - SALARIES: \$21,433.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$82.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$582.00

SUBTOTAL: \$22,015.00

SUBCONSULTANTS FEE (THE TRAFFIC GROUP): \$2,985.00

TOTAL FEE: \$25,000.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

SIGNALIZATION DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$246.00	\$197.00	\$161.00	\$138.00	\$114.00	\$99.00	\$91.00
	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Signal Plans (2 Intersections)							
Plan				20	12		
Wiring Diagram				4	12		
Phasing Plan				4	12		
Wheelchair Ramps Details				20	8		
Plan Review	10						
Subtotal - Preliminary Signal Plans	0	0	0	48	44	0	0
2. Final Signal Plans							
Notes and Special Provisions				8			
Update Signalization Plans				8	20		
Quantities and Opinion of Probable Cost				4	16		
Plan Review	10						
Subtotal - Final Signal Plans	10	0	0	20	36	0	0
Hours	10	0	0	68	80	0	0
Salary Costs	\$2,460.00	\$0.00	\$0.00	\$9,384.00	\$9,120.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$20,964.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$36.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$36.00

SUBTOTAL: \$21,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$21,000.00

ATTACHMENT E

**CITY OF OWASSO
E. 116TH ST. NORTH - MINGO RD TO GARNETT RD**

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-1
	\$246.00	\$161.00	\$138.00	\$114.00	\$99.00	\$72.00	\$57.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Conceptual Plans and Report							
Title Sheet			1		1	4	
Typical Sections			2		4	20	
Geometric Data			2		6	20	
Plan and Profiles			8		24	60	
Report/Memo			4		20	16	
Meetings/Coordination with City			8				
Conceptual Quantities			4		12		
Opinion of Probable Construction Cost	1		2		4		
QC Review	4		8				
Subtotal - Civil Engineering	5	0	39	0	71	120	0
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0
Hours	5	0	39	0	71	120	0
Salary Costs	\$1,230.00	\$0.00	\$5,382.00	\$0.00	\$7,029.00	\$8,640.00	\$0.00

SUBTOTAL - SALARIES: \$22,281.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$119.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$119.00

SUBTOTAL: \$22,400.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$22,400.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

PRELIMINARY DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-1
	\$246.00	\$161.00	\$138.00	\$114.00	\$99.00	\$72.00	\$57.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Horizontal Geometrics	1		8		16		
Vertical Geometrics	1		16		24		
Driveway and Entrances	1		24		24		
Cross Sections	1		16		40		
Analyze Existing Drainage			4		24		
Preliminary Drainage Design	1		24		40	16	
Preliminary Plans							
Title Sheet			1		1	2	
Typical Sections			2		8	16	
Geometric Data			1		2	4	
Plan and Profiles			8		60	80	
Storm Sewer Profiles			8		40	24	
Intersection Details/Grading Plans			2		8	4	
SWPPP					2	4	
Erosion Control Sheets					8	24	
Cross Sections			4		24	16	
Landscaping Plans			4		16	8	
Meetings/Coordination with City			8		8		
Utility Coordination/Meetings			4		4		
Railroad Coordination/Meetings			4		4		
Preliminary Quantities			2		16		
Opinion of Probable Construction Cost			2		4		
QC Review	3		12				
Progress Report and Monthly Billing			6				6
Public Meetings (2)	2		6		4	8	
Subtotal - Civil Engineering	10	0	166	0	377	206	6
2. Structural Engineering							
Headwall Design	4		8				
Subtotal - Structural Engineering	4	0	8	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0
Hours	14	0	174	0	377	206	6
Salary Costs	\$3,444.00	\$0.00	\$24,012.00	\$0.00	\$37,323.00	\$14,832.00	\$342.00

SUBTOTAL - SALARIES: \$79,953.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$247.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$247.00

SUBTOTAL: \$80,200.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$80,200.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

FINAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-1
	\$246.00	\$161.00	\$138.00	\$114.00	\$99.00	\$72.00	\$57.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Address Comments from Preliminary	2		8		16	16	
Final Drainage Design	4		4		20	4	
Final Plans							
Title Sheet			1		1	2	
Typical Sections			2		4	8	
Geometric Data			2		2	4	
Plan and Profiles			8		16	32	
Storm Sewer Profiles			8		16	8	
Intersection Details/Grading Plans			2		8	4	
SWPPP			1		2	2	
Erosion Control Sheets					4	12	
Cross Sections			4		16	8	
Signing and Striping			4		16	16	
Construction Sequence Traffic Control			4		16	16	
Landscaping Plans			4		4	4	
404 Permitting	1		8		16	8	
Construction Contract Documents	1		16		8		
Meetings/Coordination with City			8		8		
Utility Coordination/Meetings			8		16		
Railroad Coordination/Meetings/Permits			8		16		
Final Quantities			2		16		
Opinion of Probable Construction Cost			2		4		
QC Review	2		16				
Progress Report and Monthly Billing			6				6
Subtotal - Civil Engineering	10	0	126	0	225	144	6
2. Structural Engineering							
Headwall Design	4		8				
Subtotal - Structural Engineering	4	0	8	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours 14 0 134 0 225 144 6

Salary Costs \$3,444.00 \$0.00 \$18,492.00 \$0.00 \$22,275.00 \$10,368.00 \$342.00

SUBTOTAL - SALARIES: \$54,921.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$279.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$279.00

SUBTOTAL: \$55,200.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$55,200.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

PRELIMINARY DESIGN - WATER AND SANITARY

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-1
	\$246.00	\$161.00	\$138.00	\$114.00	\$99.00	\$72.00	\$57.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Waterline Relocation Plans							
Plan & Profile Sheets (Estimated 14 Sheets)			32		60	60	
Pay Items/Notes and Quantities			8		8	8	
Details			4		2	4	
QC Review	4		8		4		
Sanitary Sewer Relocation Plans							
Plan & Profile Sheets (Estimated 6 Sheets)			20		40	30	
Pay Items/Notes and Quantities			4		4	4	
Details			4		2	4	
QC Review	2		4		2		
Meetings/Coordination with City			4		4		
Utility Coordination/Meetings			4		4		
Railroad Coordination/Meetings			4		4		
Opinion of Probable Construction Cost			2		4		
Subtotal - Civil Engineering	6	0	98	0	138	110	0
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0
Hours	6	0	98	0	138	110	0
Salary Costs	\$1,476.00	\$0.00	\$13,524.00	\$0.00	\$13,662.00	\$7,920.00	\$0.00

SUBTOTAL - SALARIES: \$36,582.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$118.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$118.00

SUBTOTAL: \$36,700.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$36,700.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

FINAL DESIGN - WATER AND SANITARY

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-1
	\$246.00	\$161.00	\$138.00	\$114.00	\$99.00	\$72.00	\$57.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Waterline Relocation Plans							
Plan & Profile Sheets (Estimated 14 Sheets)			20		40	30	
Pay Items/Notes and Quantities			8		8	8	
Details			8		4	8	
QC Review	4		8		4		
Sanitary Sewer Relocation Plans							
Plan & Profile Sheets (Estimated 6 Sheets)			12		25	20	
Pay Items/Notes and Quantities			4		4	4	
Details			8		4	8	
QC Review	2		4		2		
Meetings/Coordination with City			4		4		
Utility Coordination/Meetings			4		4		
Railroad Coordination/Meetings			4		4		
DEQ Permitting							
Water Distribution Engineering Report Form	2		4		8		
Sanitary Sewer Engineering Report Form	2		4		8		
Address ODEQ Review Comments			4		8	4	
Construction Contract Documents			8		8		
Subtotal - Civil Engineering	10	0	104	0	135	82	0
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours	10	0	104	0	135	82	0
Salary Costs	\$2,460.00	\$0.00	\$14,352.00	\$0.00	\$13,365.00	\$5,904.00	\$0.00

SUBTOTAL - SALARIES: \$36,081.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$19.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$19.00

SUBTOTAL: \$36,100.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$36,100.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	D-4	X-1
	\$246.00	\$161.00	\$138.00	\$114.00	\$99.00	\$149.00	\$57.00
	hr						
1. Acquisition Documents							
Review Acquisition Docs and Right-of-Way Map			4		8		
Subtotal - Civil Engineering	0	0	4	0	8	0	0

Hours	0	0	4	0	8	0	0
Salary Costs	\$0.00	\$0.00	\$552.00	\$0.00	\$792.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$1,344.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$156.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Certified Porpoerty Reports	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$156.00

SUBTOTAL - SALARIES AND EXPENSES: \$1,500.00

SUBCONSULTANTS FEE (BENCHMARK SURVEYING):

Property Reports (20 ownerships)	\$5,700.00
R/W Acquisition Exhibits and Staking (30 Parcels)	\$13,200.00

SUBTOTAL - SUBCONSULTANT FEES: \$18,900.00

TOTAL FEE: \$20,400.00

ATTACHMENT E

CITY OF OWASSO

E. 116TH ST. NORTH - MINGO RD TO GARNETT RD

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-1
	\$256.00	\$168.00	\$144.00	\$119.00	\$103.00	\$75.00	\$60.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting			4		3		
Preconstruction Public Meeting			3		3		
Shop Drawings/Material Submittals	2		10		4		
Record Drawings			4		4	24	
On-Site Meetings			10		12		
Prepare Change Orders			6		4	2	1
Final Project Inspection and Punchlist			4		4		1
Subtotal - Civil Engineering	2	0	41	0	34	26	2
2. Structural Engineering							
Response to Inquiries		4					
Shop Drawings		4					
Subtotal - Structural Engineering	0	8	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours	2	8	41	0	34	26	2
Salary Costs	\$512.00	\$1,344.00	\$5,904.00	\$0.00	\$3,502.00	\$1,950.00	\$120.00

SUBTOTAL - SALARIES: \$13,332.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$868.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$868.00

SUBTOTAL: \$14,200.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$14,200.00

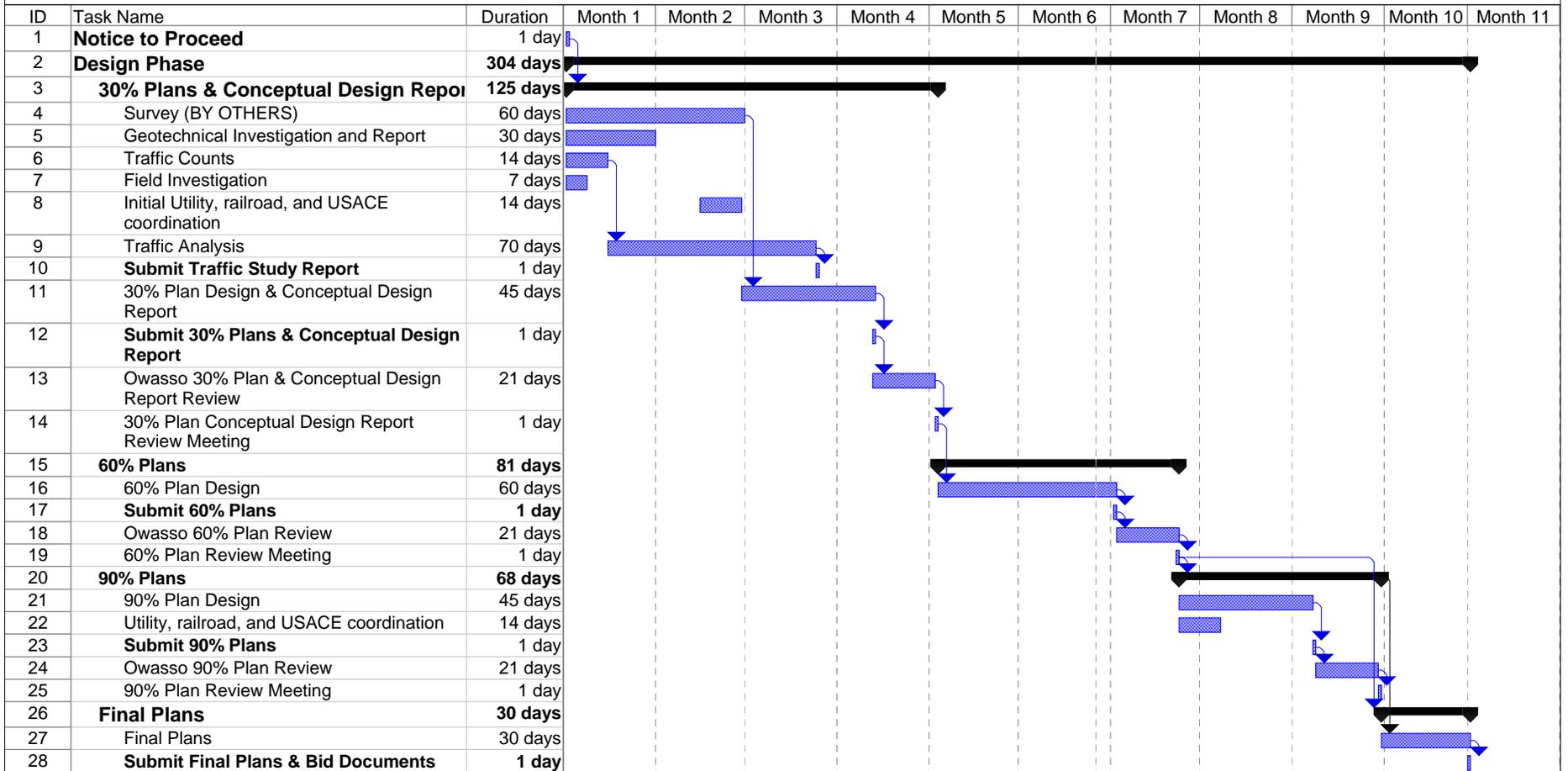
**AGREEMENT FOR ENGINEERING SERVICES
FOR THE CITY OF OWASSO, OK
EAST 116TH STREET NORTH – MINGO ROAD TO GARNETT ROAD
Schedule
Attachment F**

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

F.1. Notice to Proceed: _____

F.2. Substantial Completion: _____

ATTACHMENT F - PROJECT SCHEDULE



City of Owasso
 E. 116th Street North-
 Mingo Road to Garnett Road

Task		Inactive Summary	
Split		Manual Task	
Milestone		Duration-only	
Summary		Manual Summary Rollup	
Project Summary		Manual Summary	
External Tasks		Start-only	
External MileTask		Finish-only	
Inactive Task		Progress	
Inactive Milestone		Split	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance 111 Center Street, Suite 1400 Little Rock, AR 72201 www.stephens.com	CONTACT NAME: PHONE (A/C. No. Ext): 1-800-643-9691 FAX (A/C. No.): 501-377-2317 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co (AM Best A+ XV)</td> <td>25658</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Co (AM Best A++XV)</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Prop Cas Co of America (AM Best A++XV)</td> <td>25674</td> </tr> <tr> <td>INSURER D: Continental Casualty Co. (AM Best AXV)</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co (AM Best A+ XV)	25658	INSURER B: Charter Oak Fire Insurance Co (AM Best A++XV)	25615	INSURER C: Travelers Prop Cas Co of America (AM Best A++XV)	25674	INSURER D: Continental Casualty Co. (AM Best AXV)	20443	INSURER E:		INSURER F:
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INSURER D: Continental Casualty Co. (AM Best AXV)	20443													
INSURER E:														
INSURER F:														
INSURED Garver LLC 6450 South Lewis Suite 300 Tulsa OK 74136														

COVERAGES

CERTIFICATE NUMBER: 32669306

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6301G052988	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8101G052988	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP1G052988	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB1G01589A	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability- Primary claims made			AEH591890411	7/1/2016	7/1/2017	Each Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garver Project #16037270-116th Street North Roadway Improvements
 30 day notice will be provided to the certificate holder in the event of cancellation for all reasons other than non-payment of premium.

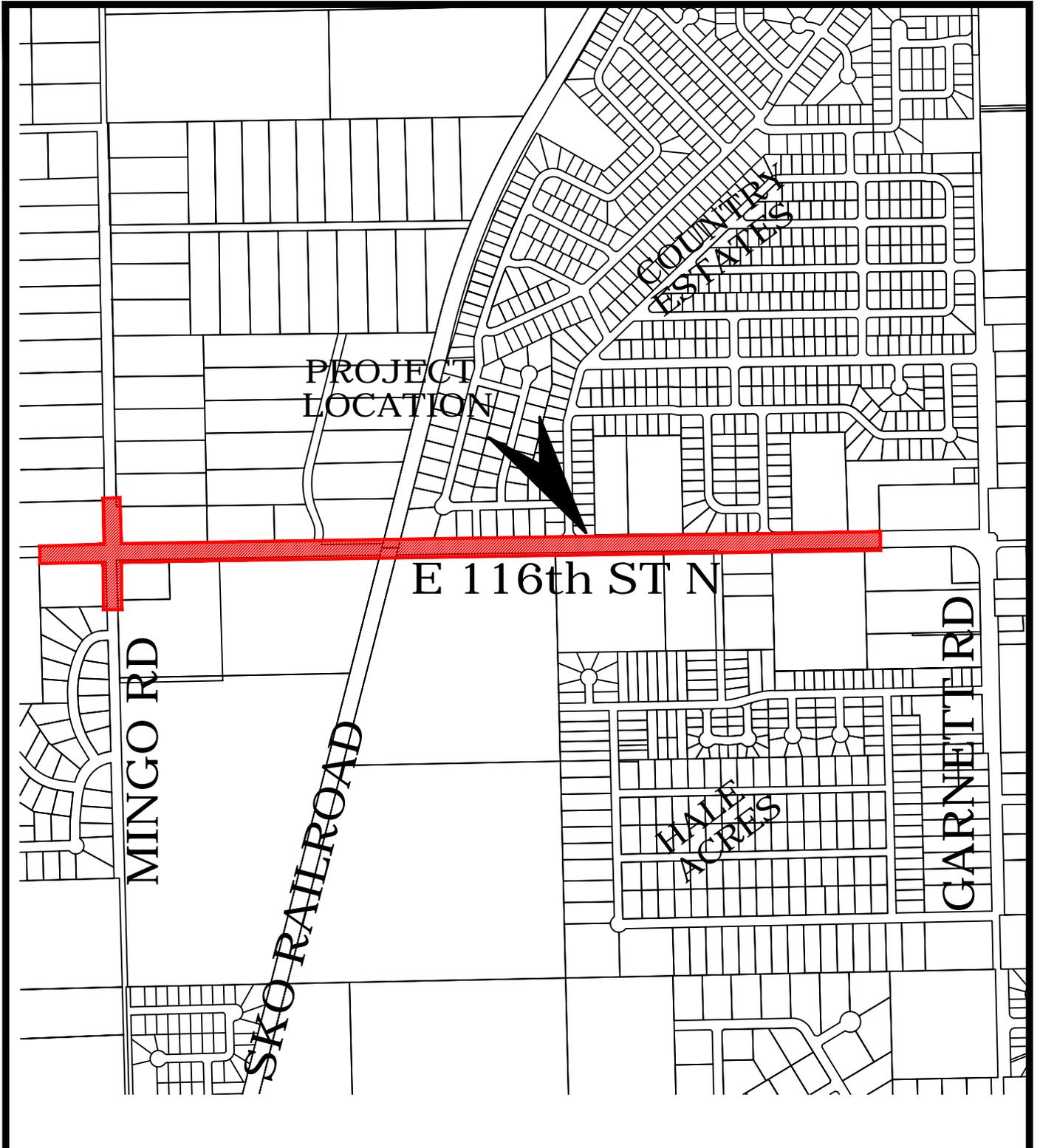
CERTIFICATE HOLDER**CANCELLATION**

City of Owasso 301 W. 2nd Avenue Owasso OK 74055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Ted Grace <i>Sheddan A. Grace</i>

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ACORD 25 (2016/03)

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**E 116th STREET N & MINGO ROAD
INTERSECTION & ROADWAY IMPROVEMENT PROJECT**

CITY OF OWASSO



PROJECT LOCATION



North

11/05/16

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

918.376.1500

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



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Teresa Willson
Information Technology Director

SUBJECT: Capital Improvements Project Determination
Resolution 2016-23

DATE: December 2, 2016

EXECUTIVE SUMMARY:

Staff is presenting a resolution regarding an amendment to the Capital Improvement project list to include E 106 St N and N 129 E Ave intersection improvements. This is the final step in the process to request amending the list of projects eligible for funding through the Capital Improvement Fund.

BACKGROUND:

In 1983, the citizens of Owasso passed a one-cent sales tax increase. In 1988, the voters restricted the use of that sales tax to fund capital projects, often referred to as the third penny of sales tax. Revenue from this sales tax has been used to fund a variety of capital projects, changing with the needs resulting from the growth of Owasso.

The third penny sales tax has been instrumental in providing the funds necessary to develop or update much of the City's infrastructure. In addition to infrastructure, other capital improvement needs have been addressed, such as facility improvements, and large scale equipment upgrades. In 2003, the third penny was made permanent by a vote of the citizens of Owasso, and continues to be the major source of funding to provide for the City's capital needs.

Adopted by the City Council, Resolution 2003-14 defines the process to amend the Priority Determination of projects eligible to receive funding from the Capital Improvements Fund, also known as the permanent third-penny sales tax. Simply stated, this process amends the current list of Capital Improvement projects.

The Capital Improvements Committee conducted a public meeting on October 25, 2016, and approved to recommend E 106 St N and N 129 E Ave intersection improvements be added to the list of projects eligible for funding by the third-penny sales tax. In accordance with Resolution 2003-14, the City Council conducted a public hearing on this matter, November 15, 2016.

E 106 St N and N 129 E AVE INTERSECTION IMPROVEMENTS:

This intersection is located near Rejoice Schools and is a heavily trafficked area that conveys approximately 6,350 vehicles per day traveling east/westbound and 5,800 vehicles per day traveling north/southbound. The Transportation Master Plan recommends this roadway be improved by FY 2020.

It is the intent of staff to submit this project to INCOG in January 2017, for future Surface Transportation funding. If funded, the federal government will participate with 80% of construction funding. The City will be responsible for 20% of the construction and through an agreement with Tulsa County will split the costs associated with the design, utility relocation, right-of-way acquisition, and construction.

The City Council conducted a public hearing on November 15, 2016, in accordance with Resolution 2003-14, to receive and consider citizen input relevant to the recommendation made by the Capital Improvements Committee. Any action taken by the City Council to amend the current list of projects must be made by adopting a resolution.

CURRENT PROJECT PRIORITIES:

Adopted September 20, 2016, Resolution 2016-16 designated the following list of projects as eligible for funding from the Capital Improvements Fund:

- E 76 St N Widening Project (Hwy 169 to N 129 E Avenue)
- E 76 St N and Main St Intersection Improvements
- E 86 St N Widening Project (Main to Memorial)
- E 106 St N and N Garnett Road Intersection Improvements
- Garnett Road Widening Project (E 96 St N to E 106 St N)
- Garnett Road Widening (E 106 St N to E 116 St N)
- E 96 St N and N 145 E Ave Intersection Improvements
- E 106 St N and N 145 E Ave Intersection Improvements
- E 116 St N and N 129 E Ave Intersection Improvements
- E 116 St N and N 140 E Avenue Intersection Traffic Signal Improvements
- Annual Street Rehabilitation Program
- Highway 169 East and West Service Roads (E 66 St N to E 126 St N)
- Brookfield Crossing Subdivision Stormwater Improvements
- Central Park/Lakeridge Subdivision Stormwater Improvements
- Rayola Park and Elm Creek Tributary 5A Stormwater Improvements
- South Sports Park Regional Detention Pond Project
- Garrett Creek/Morrow Place Sewer Assessment Area Sanitary Sewer Improvements
- Sports park
- Elm Creek Park Improvements
- Main Police Station/City Hall
- Vehicle Maintenance Facility
- Radio System Upgrade
- Fire Station Number 4 with Administration and Training Center

RECOMMENDATION:

Staff recommends adoption of Resolution 2016-23 amending the Capital Improvement Project list to include E 106 St N and N 129 E Ave intersection improvements.

ATTACHMENTS:

Resolution 2016-23

Memorandum dated October 20, 2016, to Owasso Capital Improvement Committee

**CITY OF OWASSO, OKLAHOMA
RESOLUTION 2016-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWASSO, OKLAHOMA,
AMENDING THE DETERMINATION OF CAPITAL IMPROVEMENT PROJECTS ELIGIBLE
FOR FUNDING FROM THE CAPITAL IMPROVEMENTS FUND.**

WHEREAS, on the 14th day of October, 2003, the citizens of the City of Owasso, Oklahoma, approved Ordinance 763, providing for the extension of the third penny sales tax and further, restricting the use of said sales tax generated by such third penny extension to capital projects reviewed by the Capital Improvements Committee and approved by the City Council by resolution; and,

WHEREAS, the City Council by previous Resolutions designated the following Capital Improvement projects as eligible for funding from the Capital Improvement Fund:

- E 76 St N Widening Project (Hwy 169 to N 129 E Avenue)
- E 76 St N and Main St Intersection Improvements
- E 86 St N Widening Project (Main to Memorial)
- E 106 St N and N Garnett Road Intersection Improvements
- Garnett Road Widening Project (E 96 St N to E 106 St N)
- Garnett Road Widening (E 106 St N to E 116 St N)
- E 96 St N and N 145 E Ave Intersection Improvements
- E 106 St N and N 145 E Ave Intersection Improvements
- E 116 St N and N 129 E Ave Intersection Improvements
- E 116 St N and N 140 E Avenue Intersection Traffic Signal Improvements
- Annual Street Rehabilitation Program
- Highway 169 East and West Service Roads (E 66 St N to E 126 St N)
- Brookfield Crossing Subdivision Stormwater Improvements
- Central Park/Lakeridge Subdivision Stormwater Improvements
- Rayola Park and Elm Creek Tributary 5A Stormwater Improvements
- South Sports Park Regional Detention Pond Project
- Garrett Creek/Morrow Place Sewer Assessment Area Sanitary Sewer Improvements
- Sports park
- Elm Creek Park Improvements
- Main Police Station/City Hall
- Vehicle Maintenance Facility
- Radio System Upgrade
- Fire Station Number 4 with Administration and Training Center

WHEREAS, the City Council, after receiving a recommendation from the Capital Improvements Committee and properly notifying the public as required by Resolution 2003-14, held a Public Hearing on Tuesday, November 15, 2016, to consider projects to be included on the Capital Projects list.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, that, to-wit:

The Capital Improvement Projects list heretofore designated be amended by providing that the following be included as capital projects for funding from the Capital Improvements Fund:

E 106 St N and N 129 E Ave intersection improvements.

DATED this 6^h day of December, 2016.

Mayor Lyndell Dunn

ATTEST:

Sherry Bishop, City Clerk

APPROVED AS TO FORM:

Julie Lombardi, City Attorney



TO: Capital Improvements Committee
City of Owasso

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

Subject: East 106th Street North/North 129th East Avenue Intersection Improvements

Date: October 20, 2016

BACKGROUND:

The 2-lane non-urbanized intersection with a 4-way stop is a heavily trafficked area that conveys residential and commercial traffic, as well as commuter and school traffic, to and from Owasso. Currently, this intersection has approximately 6,350 vehicles per day traveling East/Westbound and 5,800 vehicles per day traveling North/Southbound. The Transportation Master Plan recommends this roadway be improved by FY 2020.

SCOPE OF WORK:

The proposed intersection improvements would include five lanes on all legs of the intersection, with dedicated right-turn lanes for west to north bound and east to south bound traffic. The roadway improvements will extend in each direction nearly 700 feet from the intersection. The storage bays for each left turn lane will be 250 feet. The intersection will be signalized. The estimated project cost is \$3.7 million which includes engineering, land acquisition, utility relocation, and construction costs.

COST ESTIMATE:

The cost estimate for the project is as follows:

Engineering Design	\$ 200,000
Const. Administration	\$ 200,000
Right-of-Way	\$ 850,000
Utility Relocation	\$ 600,000
Construction	<u>\$1,800,000</u>
Total Estimated Cost	\$3,650,000

The project will be submitted to INCOG in January 2013 for future Surface Transportation funding (STP). If funded through the FHWA, the federal government will participate with 80% of construction funding, while the City will be responsible for 20% of the construction and 100% of the design, utility relocation, and right-of-way acquisition. However, like the 116th Street North/129th East Ave Project, Tulsa County has agreed to partner with the City to cover 50% of the local match. Therefore, possible funding for this project is:

Funding Breakdown

- Federal Funds = \$1,600,000
- Tulsa County = \$1,025,000
- City of Owasso = \$1,025,000

FUNDING:

Funding for the improvements is proposed for the Capital Improvements Fund. The percentage of funds needed will depend on the federal funds awarded.

RECOMMENDATION:

Staff recommends approval to submit a recommendation to the Owasso City Council amending the Capital Improvement project list to include intersection improvements at East 106th Street North/North 129th East Avenue.

ATTACHMENT:

Site Map



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Julie Trout Lombardi
City Attorney and General Counsel

SUBJECT: Authorization to Initiate Condemnation Proceedings to Acquire the Property Located at 120 East 2nd Street, Owasso, Oklahoma, for expansion of the Owasso Police Department.

DATE: December 2, 2016

BACKGROUND:

The City of Owasso desires to renovate the former City Hall located at 111 North Main Street which now solely houses the Owasso Police Department. In addition to renovation of the existing building, the City intends to reconfigure the parking lots and grounds surrounding that building and limit access to the grounds for purposes of security and safety. As a part of this proposed renovation and reconfiguration, acquisition of the property located at the corner of the existing east driveway and Birch Street, more specifically designated as 120 East 2nd Street, is necessitated. Consequently, staff has engaged in discussions with the landowner, Ron Detherow, regarding the purchase of his property. Mr. Detherow does not reside in the house located on that site but currently utilizes it as a rental property. While Mr. Detherow is not opposed or unwilling to sell the property to the City of Owasso, he desires compensation greatly exceeding the property's Fair Market Value and prefers that the City utilize eminent domain proceedings to obtain the property.

Based upon the foregoing, it has become apparent that condemnation is the sole mechanism available to the City to obtain the Detherow property. The property will be utilized for a public purpose; therefore a condemnation action is both warranted and appropriate. The City obtained an appraisal of the property and offered the landowner a purchase price exceeding the property's Fair Market Value. Due to the landowner's refusal to accept this offer, City staff believes that agreement upon a mutually acceptable purchase price cannot be reached through additional negotiation. Therefore, staff submits that a Resolution of Necessity authorizing the filing and prosecution of a condemnation action is appropriate and required to obtain the property located at 120 East 2nd Street, owned by Ron Detherow.

RECOMMENDATION:

Staff recommends approval of Resolution 2016-24 authorizing the filing and prosecution of a condemnation action to obtain the property located at 120 East 2nd Street, Owasso, Oklahoma from the property owner, Ron Detherow.

ATTACHMENTS:

Resolution 2016-24
Appraisal
Offer Letter to Property Owner

**CITY OF OWASSO, OKLAHOMA
RESOLUTION 2016-24**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, RESOLVING THE NECESSITY OF INSTITUTING AND PROSECUTING CONDEMNATION PROCEDURES TO OBTAIN THE PROPERTY LOCATED AT 120 EAST 2ND STREET, OWASSO, OKLAHOMA.

WHEREAS: The City of Owasso, by and through officers and agents thereof, has endeavored to purchase the property located at 120 East 2nd Street, Owasso, Oklahoma, owned by Ron Detherow, with the following legal description:

Lot 1 & E10 Vac Alley Adj on W thereof, Block 10, Owasso OT

WHEREAS: Acquisition of the property referenced above is necessary for the renovation, expansion and public safety of the grounds surrounding the building housing the Owasso Police Department; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, THAT: Officers and agents of the City of Owasso, Oklahoma, are hereby authorized to initiate, and prosecute to the conclusion thereof, condemnation proceedings against the above-named landowner to obtain the premises referenced above.

APPROVED AND ADOPTED this 6th day of December, 2016, by the City Council of the City of Owasso, Oklahoma.

Lyndell Dunn, Mayor

Attest:

Sherry Bishop, City Clerk

Approved As To Form:

Julie Trout Lombardi, City Attorney

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	120 E 2nd St
	Legal Description	Lot 1 & E10 Vac Alley Adj on W Therofe, Block 10. Owasso OT
	City	Owasso
	County	Tulsa
	State	OK
	Zip Code	74055
	Census Tract	0058.01
	Map Reference	TU4148/Owasso OT Addition
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	Client: John Feary, City of Owasso
	Lender/Client	Client: John W Feary
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,613
	Price per Square Foot	\$
	Location	N;Res;
	Age	35
	Condition	C3
	Total Rooms	6
	Bedrooms	4
	Baths	2.1
APPRAISER	Appraiser	Todd A. Paden
	Date of Appraised Value	06/30/2016
VALUE	Opinion of Value	\$ 125,000

Todd Paden

Uniform Residential Appraisal Report

File # 4264

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	120 E 2nd St	City	Owasso	State	OK	Zip Code	74055
Borrower Client:	John Feary, City of Owasso	Owner of Public Record	Ron Detherow Trust	County	Tulsa		
Legal Description	Lot 1 & E10 Vac Alley Adj on W Therofe, Block 10. Owasso OT						
Assessor's Parcel #	61000-14-30-00350	Tax Year	2015	R.E. Taxes \$	1,038		
Neighborhood Name	Owasso OT Addition.	Map Reference	TU4148/Owasso OT	Census Tract	0058.01		
Occupant	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$	0	<input type="checkbox"/> PUD HOA \$	0	<input checked="" type="checkbox"/> per year	<input type="checkbox"/> per month
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Market Value						
Lender/Client	Client: John W Feary		Address Owasso, OK 74055				
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). Per TulsaMLS, subject has not been listed in last 12 months.							

I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.							
Contract Price \$	Date of Contract	Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)					
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No							
If Yes, report the total dollar amount and describe the items to be paid.							

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	60 %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	90	Low 10	Multi-Family	%
Neighborhood Boundaries The north boundary is 86th Street North. The south boundary is 76th Street North. The west boundary is 101st E. Ave. The east boundary is Highway 169.				160	High 65	Commercial	20 %
Neighborhood Description Established neighborhood in Owasso of average quality homes in the medium price range on various sized lots. Several additions in area with a variety of home designs, well maintained. Commercial and Church very nearby. Appraised as single family home per client. Area convenient to city services. Property values in area stable and financing being readily available at this time.				125	Pred. 35	Other	20 %
Market Conditions (including support for the above conclusions) Neighborhood's trend indicates stable market value. Predominately single family homes in area. Demand/supply appears in balance at this time. No apparent adverse conditions were observed in the market at this time. Financing concessions do not appear to have effect on final estimate of value at this time.							

Dimensions Subject to survey	Area	11,250 sf	Shape	Regular	View N;Res;
Specific Zoning Classification	CH	Zoning Description	Commercial High.	Land use	Single Family
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)				
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe					

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private	
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>	
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FEMA Flood Zone	X	FEMA Map #	40143C0138L	FEMA Map Date	10/16/2012
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe								
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe								
Subject land typical of area. Located on corner lot. Located near commercial, Church, City Offices. Subject zoned CH and currently used as single family. **Appraise as single family per client. Easements appear normal. Utilities typical for area. No other apparent adverse conditions were observed in the market.								

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab	<input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Average	Floors	Ca-Ct/Average				
# of Stories	1	<input type="checkbox"/> Full Basement	<input type="checkbox"/> Partial Basement	Exterior Walls	Brk-Vi/Average	Walls	Dwl-Pan/Average				
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area	0 sq.ft.	Roof Surface	Comp/Average	Trim/Finish	Wood/Average				
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	0 %	Gutters & Downspouts	None	Bath Floor	Ct/Average				
Design (Style)	Traditional	<input type="checkbox"/> Outside Entry/Exit	<input type="checkbox"/> Sump Pump	Window Type	Alum/Average	Bath Wainscot	Ct/Average				
Year Built	1981	Evidence of	<input type="checkbox"/> Infestation	Storm Sash/Insulated	Storms/Average	Car Storage	<input type="checkbox"/> None				
Effective Age (Yrs)	12	<input type="checkbox"/> Dampness	<input type="checkbox"/> Settlement	Screens	Screens/Average	<input checked="" type="checkbox"/> Driveway	# of Cars	2			
Attic	<input type="checkbox"/> None	Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete				
<input checked="" type="checkbox"/> Drop Stair	<input type="checkbox"/> Stairs	<input type="checkbox"/> Other	Fuel Gas	<input checked="" type="checkbox"/> Fireplace(s) #	1	<input checked="" type="checkbox"/> Fence CL	<input checked="" type="checkbox"/> Garage	# of Cars	2		
<input type="checkbox"/> Floor	<input type="checkbox"/> Scuttle	Cooling	<input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Cov'd	<input checked="" type="checkbox"/> Porch Cov'd	<input type="checkbox"/> Carport	# of Cars	0			
<input type="checkbox"/> Finished	<input type="checkbox"/> Heated	<input type="checkbox"/> Individual	<input type="checkbox"/> Other	<input type="checkbox"/> Pool none	<input type="checkbox"/> Other none	<input checked="" type="checkbox"/> Att.	<input type="checkbox"/> Det.	<input type="checkbox"/> Built-in			

Appliances	<input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) Vent Hood										
Finished area above grade contains:	6 Rooms	4 Bedrooms	2.1 Bath(s)	1,613	Square Feet of Gross Living Area Above Grade						
Additional features (special energy efficient items, etc.). Covered Porch - Covered Patio - Ceiling Fans - Storm Door. Old storage noted, but door is so close to fence, very small space to open and effects functionality. No contributory value given to small old storage building.											
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;No updates in the prior 15 years;Functional floor plan. Subject well maintained. Overall, subject considered to be in average condition. Storage not given any contributory value due to door being located so close to south fence, unable to open all the way and limits its usefulness. No apparent adverse conditions were observed in the market.											
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe											
There were no physical deficiencies or adverse conditions that were apparent or readily observable to this appraiser that would negatively affect the livability or soundness of the subject property. If there is a question as to the structural integrity of the building, a qualified professional should be consulted.											
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe											

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There are **2** comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ **100,000** to \$ **120,000**.
 There are **6** comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ **97,000** to \$ **146,000**.

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address	120 E 2nd St Owasso, OK 74055	602 E 8th St Owasso, OK 74055			318 N Carlsbad St Owasso, OK 74055			315 N Carlsbad St Owasso, OK 74055		
Proximity to Subject		0.55 miles NE			0.32 miles NW			0.29 miles NW		
Sale Price	\$	\$ 127,000			\$ 114,000			\$ 97,000		
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 84.39 sq.ft.			\$ 74.71 sq.ft.			\$ 65.50 sq.ft.		
Data Source(s)		TulsaMLS#1538523;DOM 34			TulsaMLS#1609101;DOM 30			TulsaMLS#1527653;DOM 12		
Verification Source(s)		Realist, Cthouse Rec			TulsaMLS			Realist, Cthouse Rec		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	
Sales or Financing Concessions		ArmLth Conv;0		ArmLth Unknown;0		ArmLth Conv;0		ArmLth Conv;0		
Date of Sale/Time		s09/15;Unk		s06/16;Unk		s08/15;Unk		s08/15;Unk		
Location	N;Res;	N;Res;		N;Res;		N;Res;		N;Res;		
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple		
Site	11,250 sf	15000 sf	-2,500	7442 sf	+2,500	7688 sf	+2,500	7688 sf	+2,500	
View	N;Res;	N;Res;		N;Res;		N;Res;		N;Res;		
Design (Style)	DT1;Traditional	DT1;Traditional		DT1;Traditional		DT1;Traditional		DT1;Traditional		
Quality of Construction	Q3	Q3		Q3		Q3		Q3		
Actual Age	35	55	0	48	0	48	0	48	0	
Condition	C3	C3		C3		C3		C3		
Above Grade Room Count	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		
	6 4 2.1	6 2 2.0	+1,500	6 3 2.0	+1,500	6 3 1.1	+3,000	6 3 1.1	+3,000	
Gross Living Area	1,613 sq.ft.	1,505 sq.ft.	+3,800	1,526 sq.ft.	+3,000	1,481 sq.ft.	+4,600	1,481 sq.ft.	+4,600	
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf		0sf		
Functional Utility	Average	Average		Average		Average		Average		
Heating/Cooling	Cent/Cent	Cent/Cent		Cent/Cent		Cent/Cent		Cent/Cent		
Energy Efficient Items	Storm Windws	ThermalWndws	-1,500	Storm Windws		Storm Windws		Storm Windws		
Garage/Carport	2ga2dw	2ga2dw		2ga2dw		2ga2dw		2ga2dw		
Porch/Patio/Deck	Porch/Patio	Porch/Patio		Porch/Patio		Porch/Patio		Porch/Patio		
Fence/Fireplace	Fence/F-P	Fencing	+1,500	Fencing	+1,500	Fencing	+1,500	Fencing	+1,500	
Special Features	Average	Average		Average		Det Shop	-5,000	Det Shop	-5,000	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 2,800	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 8,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 6,600	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 6,600	
Adjusted Sale Price of Comparables		Net Adj. 2.2 %		Net Adj. 7.5 %		Net Adj. 6.8 %		Net Adj. 6.8 %		
		Gross Adj. 8.5 %	\$ 129,800	Gross Adj. 7.5 %	\$ 122,500	Gross Adj. 17.1 %	\$ 103,600	Gross Adj. 17.1 %	\$ 103,600	

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) **Realist, Cthouse Records**

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) **Realist, Courthouse Records**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3		
Date of Prior Sale/Transfer	03/07/2014									
Price of Prior Sale/Transfer	\$0									
Data Source(s)	Realist,Cth Rec	Realist,Cth Rec			Realist,Cth Rec			Realist,Cth Rec		
Effective Date of Data Source(s)	06/15/2016	06/15/2016			06/15/2016			06/15/2016		

Analysis of prior sale or transfer history of the subject property and comparable sales **Previous warranty deed for subject from Detherow to Detherow Trust.**

No other sales history noted on subject or comparables other than noted above.

Summary of Sales Comparison Approach All sales have been given equal consideration. After researching subjects general market area, these comparables used were considered to be the most pertinent and reliable indications of market value. Comps from same area or similar competing area to subject. Area considered stable over last 12 months.

Indicated Value by Sales Comparison Approach \$ **125,000**

Indicated Value by: Sales Comparison Approach \$ 125,000 Cost Approach (if developed) \$ Income Approach (if developed) \$

The final estimate of market value was derived from the sales comparison analysis as it best reflects the actions of the buyers and sellers in todays market. Income approach not used as subject is not considered to be a rental.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. Subject currently used as single family and appraised as a single family residence per client. Zone CH per courthouse. ****This is a summary appraisal report.****

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 125,000, as of 06/30/2016, which is the date of inspection and the effective date of this appraisal.

SALES COMPARISON APPROACH

RECONCILIATION

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ADDITIONAL COMMENTS

COST APPROACH

INCOME

PUD INFORMATION

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) County assessor, recent land sales.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW Source of cost data Quality rating from cost service Effective date of cost data Comments on Cost Approach (gross living area calculations, depreciation, etc.)	OPINION OF SITE VALUE = \$ 50,000 DWELLING Sq.Ft. @ \$ = \$ Sq.Ft. @ \$ = \$ = \$ Garage/Carport Sq.Ft. @ \$ = \$ Total Estimate of Cost-New = \$ Less Physical Functional External Depreciation = \$() Depreciated Cost of Improvements = \$ "As-is" Value of Site Improvements = \$ Estimated Remaining Economic Life (HUD and VA only) 50 Years
INDICATED VALUE BY COST APPROACH = \$	

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.

Does the project contain any multi-dwelling units? Yes No Data Source

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

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APPRAISER
 Signature Todd A. Paden
 Name Todd A. Paden
 Company Name Paden Appraisals, Inc.
 Company Address 1304 N. Garfield Avenue
Sand Springs, Ok 74063
 Telephone Number 918-245-1765
 Email Address toddpaden@sbcglobal.net
 Date of Signature and Report 07/07/2016
 Effective Date of Appraisal 06/30/2016
 State Certification # _____
 or State License # 12698SLA
 or Other (describe) _____ State # _____
 State OK
 Expiration Date of Certification or License 10/31/2018

ADDRESS OF PROPERTY APPRAISED
120 E 2nd St
Owasso, OK 74055
APPRAISED VALUE OF SUBJECT PROPERTY \$ 125,000

LENDER/CLIENT
 Name No AMC
 Company Name Client: John W Feary
 Company Address Owasso, OK 74055
 Email Address jfeary@cityofowasso.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)
 Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

Did not inspect subject property

Did inspect exterior of subject property from street
 Date of Inspection _____

Did inspect interior and exterior of subject property
 Date of Inspection _____

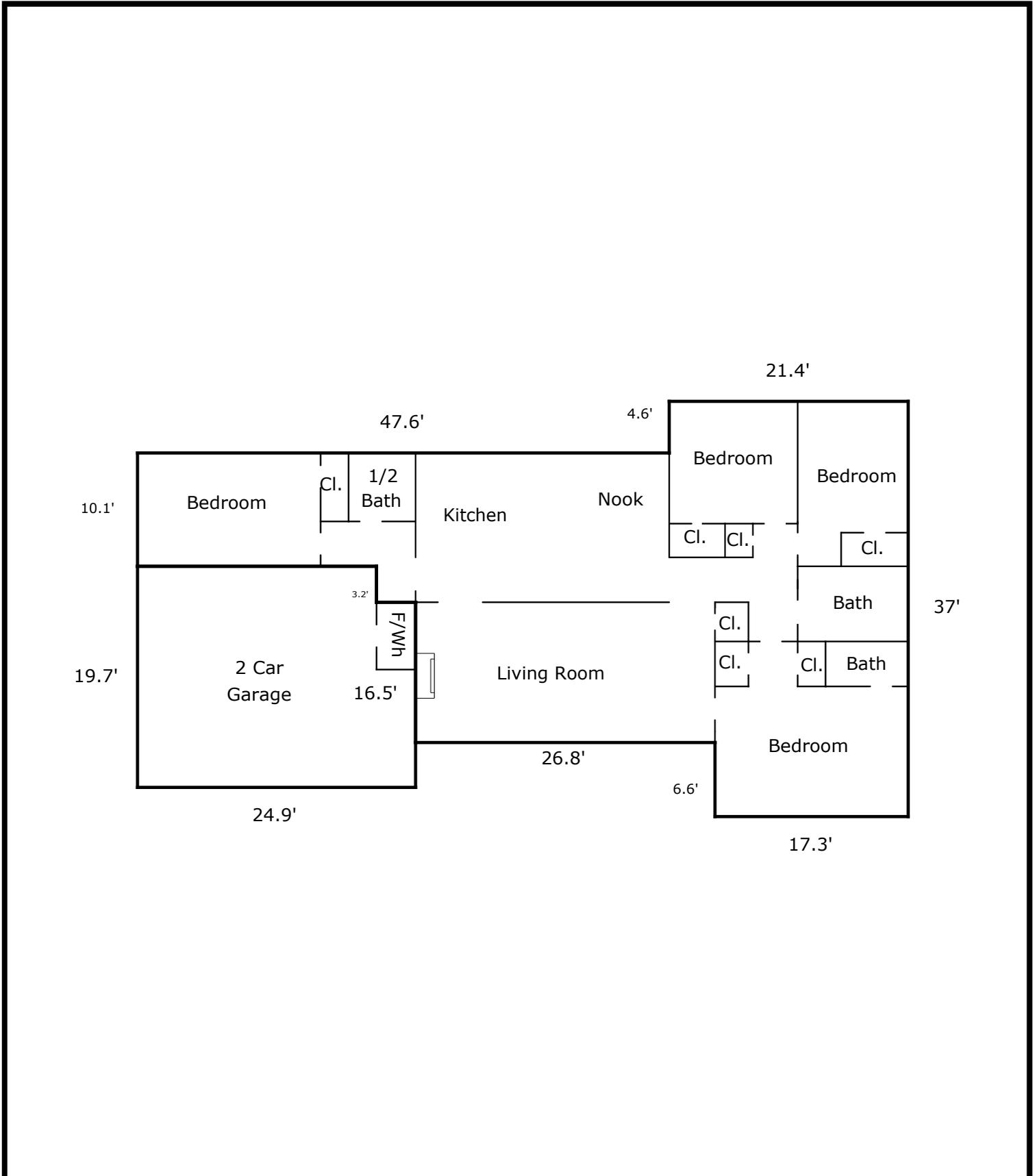
COMPARABLE SALES

Did not inspect exterior of comparable sales from street

Did inspect exterior of comparable sales from street
 Date of Inspection _____

Building Sketch

Borrower	Client: John Feary, City of Owasso						
Property Address	120 E 2nd St						
City	Owasso	County	Tulsa	State	OK	Zip Code	74055
Lender/Client	Client: John W Feary						



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	Calculation Details	
First Floor	1613.1 Sq ft	$10.1 \times 21.4 = 216.1$ $37 \times 17.3 = 640.1$ $4.1 \times 4.6 = 18.9$ $25.8 \times 26.8 = 691.4$ $13.3 \times 3.5 = 46.6$
Total Living Area (Rounded):	1613 Sq ft	
Non-living Area		
2 Car Attached	479.3 Sq ft	$19.7 \times 21.4 = 421.6$ $3.5 \times 16.5 = 57.8$

John Feary

Location Map

Borrower	Client: John Feary, City of Owasso						
Property Address	120 E 2nd St						
City	Owasso	County	Tulsa	State	OK	Zip Code	74055
Lender/Client	Client: John W Feary						



John Feary

Subject Photo Page

Borrower	Client: John Feary, City of Owasso				
Property Address	120 E 2nd St				
City	Owasso	County	Tulsa	State	OK Zip Code 74055
Lender/Client	Client: John W Feary				



Subject Front

120 E 2nd St
Sales Price
Gross Living Area 1,613
Total Rooms 6
Total Bedrooms 4
Total Bathrooms 2.1
Location N;Res;
View N;Res;
Site 11,250 sf
Quality Q3
Age 35



Subject Rear



Subject Street

John Feary

Subject Photo Page

Borrower	Client: John Feary, City of Owasso				
Property Address	120 E 2nd St				
City	Owasso	County	Tulsa	State	OK Zip Code 74055
Lender/Client	Client: John W Feary				

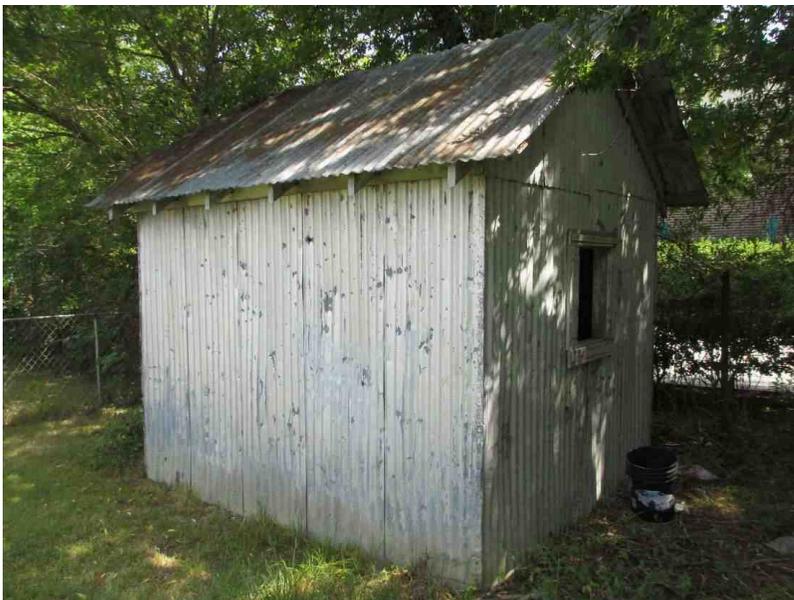


Subject Front

120 E 2nd St
Sales Price
Gross Living Area 1,613
Total Rooms 6
Total Bedrooms 4
Total Bathrooms 2.1
Location N;Res;
View N;Res;
Site 11,250 sf
Quality Q3
Age 35



Subject Rear



Subject Storage

door on fence side too close
to fence to open fully

Todd Palmer

Subject Photo Page

Borrower	Client: John Feary, City of Owasso						
Property Address	120 E 2nd St						
City	Owasso	County	Tulsa	State	OK	Zip Code	74055
Lender/Client	Client: John W Feary						



Church across street

120 E 2nd St
 Sales Price
 Gross Living Area 1,613
 Total Rooms 6
 Total Bedrooms 4
 Total Bathrooms 2.1
 Location N;Res;
 View N;Res;
 Site 11,250 sf
 Quality Q3
 Age 35



Street/Commercial across street

Todd Palmer

Subject Interior Photo Page

Borrower	Client: John Feary, City of Owasso				
Property Address	120 E 2nd St				
City	Owasso	County	Tulsa	State	OK Zip Code 74055
Lender/Client	Client: John W Feary				



Subject Kitchen

120 E 2nd St
Sales Price
Gross Living Area 1,613
Total Rooms 6
Total Bedrooms 4
Total Bathrooms 2.1
Location N;Res;
View N;Res;
Site 11,250 sf
Quality Q3
Age 35



Subject Living Room



Subject Bathroom

Todd Palmer

Subject Interior Photo Page

Borrower	Client: John Feary, City of Owasso				
Property Address	120 E 2nd St				
City	Owasso	County	Tulsa	State	OK Zip Code 74055
Lender/Client	Client: John W Feary				



Subject Bedroom

120 E 2nd St
Sales Price
Gross Living Area 1,613
Total Rooms 6
Total Bedrooms 4
Total Bathrooms 2.1
Location N;Res;
View N;Res;
Site 11,250 sf
Quality Q3
Age 35



Subject Bathroom

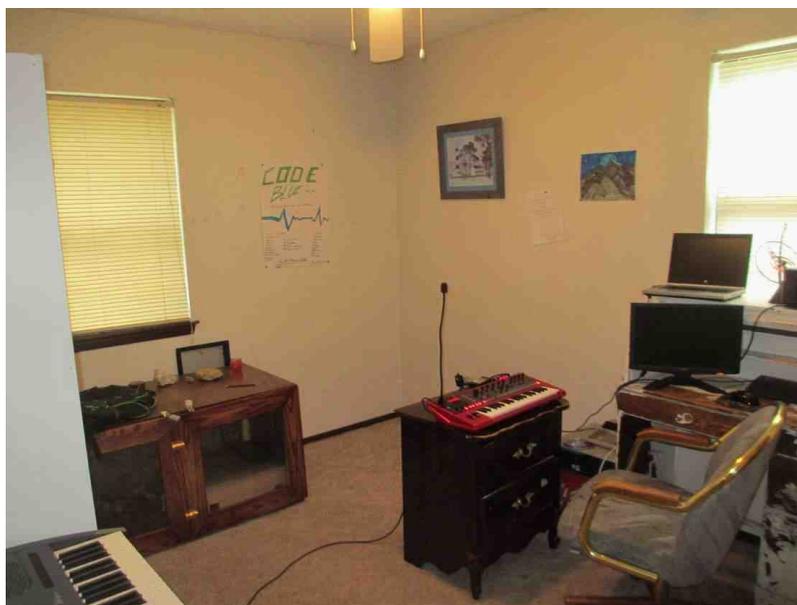


Subject 1/2 Bathroom

John Feary

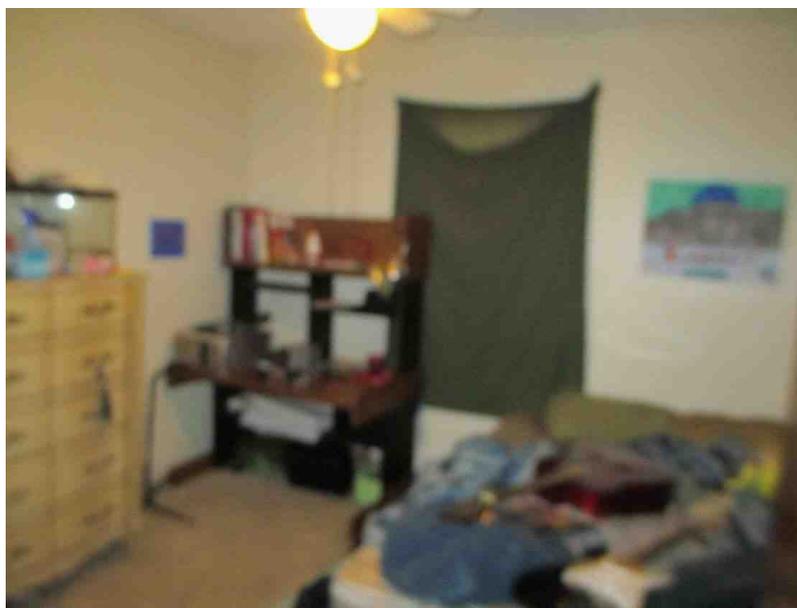
Subject Interior Photo Page

Borrower	Client: John Feary, City of Owasso				
Property Address	120 E 2nd St				
City	Owasso	County	Tulsa	State	OK Zip Code 74055
Lender/Client	Client: John W Feary				



Subject Bedroom

120 E 2nd St
Sales Price
Gross Living Area 1,613
Total Rooms 6
Total Bedrooms 4
Total Bathrooms 2.1
Location N;Res;
View N;Res;
Site 11,250 sf
Quality Q3
Age 35



Subject Bedroom



Subject Bedroom

John Palmer

Comparable Photo Page

Borrower	Client: John Feary, City of Owasso						
Property Address	120 E 2nd St						
City	Owasso	County	Tulsa	State	OK	Zip Code	74055
Lender/Client	Client: John W Feary						



Comparable 1

602 E 8th St
 Prox. to Subject 0.55 miles NE
 Sales Price 127,000
 Gross Living Area 1,505
 Total Rooms 6
 Total Bedrooms 2
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;
 Site 15000 sf
 Quality Q3
 Age 55



Comparable 2

318 N Carlsbad St
 Prox. to Subject 0.32 miles NW
 Sales Price 114,000
 Gross Living Area 1,526
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;
 Site 7442 sf
 Quality Q3
 Age 48



Comparable 3

315 N Carlsbad St
 Prox. to Subject 0.29 miles NW
 Sales Price 97,000
 Gross Living Area 1,481
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 1.1
 Location N;Res;
 View N;Res;
 Site 7688 sf
 Quality Q3
 Age 48

John Feary

Market Conditions Addendum to the Appraisal Report

File No. 4264

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **120 E 2nd St** City **Owasso** State **OK** ZIP Code **74055**

Borrower Client: **John Feary, City of Owasso**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	3	0	3	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	0.50	N/A	1.00	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	N/A	N/A	2	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	N/A	N/A	2.0	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	127,000	N/A	113,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	19	N/A	20	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	135,500	N/A	119,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	N/A	N/A	38	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	93.7%	N/A	95%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Of the 6 comparable home sales in subjects comparable area for the year, sales price was higher than list price 0 times per MLS.

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).

Of the 6 comparable home sales found for last year in subject area, per MLS, it appeared that 0 of the comparable sales was corporate owned.

Cite data sources for above information. MLS research from subject area. No listing information found from time periods 7-12 months ago and 4-6 months ago on MLS.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Overall trends in subject comparable area considered to be stable. Currently 2 comparable active listings in the area.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

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Todd Paden

Signature	Signature
Appraiser Name Todd A. Paden	Supervisory Appraiser Name
Company Name Paden Appraisals, Inc.	Company Name
Company Address 1304 N. Garfield Avenue, Sand Springs, Ok 74063	Company Address
State License/Certification # 12698SLA State OK	State License/Certification # State
Email Address toddpaden@sbcglobal.net	Email Address

Serial #: 5AFFAD14

MARKET RESEARCH & ANALYSIS

CONDO/CO-OP PROJECTS

APPRAISER

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

Todd Paden

Borrower	Client: John Feary, City of Owasso			
Property Address	120 E 2nd St			
City	Owasso	County	Tulsa	State OK Zip Code 74055
Lender/Client	Client: John W Feary			

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

EXTENT OF APPRAISAL PROCESS

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

The Reproduction Cost is based on _____ supplemented by the appraiser's knowledge of the local market.

Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.

The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.

The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.

For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

SUBJECT PROPERTY OFFERING INFORMATION

According to TulsaMLS _____ the subject property:

has not been offered for sale in the past: 30 days 1 year 3 years.

is currently offered for sale for \$ _____.

was offered for sale within the past: 30 days 1 year 3 years for \$ _____.

Offering information was considered in the final reconciliation of value.

Offering information was not considered in the final reconciliation of value.

Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

SALES HISTORY OF SUBJECT PROPERTY

According to Cthouse Records _____ the subject property:

Has not transferred in the past twelve months. in the past thirty-six months. in the past 5 years.

Has transferred in the past twelve months. in the past thirty-six months. in the past 5 years.

All prior sales which have occurred in the past 3 years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer
03/07/2014		0 33558	Detherow	Detherow Trust

FEMA FLOOD HAZARD DATA

Subject property is not located in a FEMA Special Flood Hazard Area.

Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X	40143C0138L	10/16/2012	Tulsa County

The community does not participate in the National Flood Insurance Program.

The community does participate in the National Flood Insurance Program.

It is covered by a regular program.

It is covered by an emergency program.

CURRENT SALES CONTRACT

- The subject property is currently not under contract.
- The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- The contract indicated that personal property was not included in the sale.
- The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is \$ _____.
- Personal property was not included in the final value estimate.
- Personal property was included in the final value estimate.
- The contract indicated no financing concessions or other incentives.
- The contract indicated the following concessions or incentives: _____
- If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

MARKET OVERVIEW Include an explanation of current market conditions and trends.

1-12 _____ months is considered a reasonable marketing period for the subject property based on Market analysis of the area.

ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

ADDITIONAL COMMENTS

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APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature _____ Effective Date 06/30/2016 Date Prepared 07/07/2016
 Appraiser's Name (print) Todd A. Paden Phone # 918-245-1765
 State OK License Certification # 12698SLA Tax ID # 20-5864182

Serial #: 5AFFAD14

CO-SIGNING APPRAISER'S CERTIFICATION

- The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- The co-signing appraiser has not personally inspected the interior of the subject property and:
 - has not inspected the exterior of the subject property and all comparable sales listed in the report.
 - has inspected the exterior of the subject property and all comparable sales listed in the report.
- The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing Appraiser's Signature _____ Effective Date _____ Date Prepared _____
 Co-Signing Appraiser's Name (print) _____ Phone # _____
 State _____ License Certification # _____ Tax ID # _____

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: www.SureDocs.com/validate 120 E 2nd St, Owasso, OK 74055

APPRAISER: 

Signature: _____
 Name: Todd A. Paden
 Date Signed: 07/07/2016
 State Certification #: _____
 or State License #: 12698SLA
 State: OK
 Expiration Date of Certification or License: 10/31/2018

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did Did Not Inspect Property

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

Borrower	Client: John Feary, City of Owasso	File No. 4264
Property Address	120 E 2nd St	
City	Owasso	County Tulsa State OK Zip Code 74055
Lender/Client	Client: John W Feary	

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)
 My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-12 months.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

www.SureDocs.com/validate

APPRAISER:



Signature: _____
 Name: Todd A. Paden

State Certification #: Serial #: 5AFFAD14
 or State License #: 12698SLA
 State: OK Expiration Date of Certification or License: 10/31/2018
 Date of Signature and Report: 07/07/2016
 Effective Date of Appraisal: 06/30/2016
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): 06/30/2016

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____

State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____

Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): Todd Paden

State of Oklahoma



John D. Doak, Insurance Commissioner

Oklahoma Real Estate Appraiser Board

This is to certify that:

Todd A. Paden

has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a **State Licensed Real Estate Appraiser** in the State of Oklahoma.

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 30th day of September, 2015.

John D. Doak

John D. Doak, Insurance Commissioner
Chairperson, Oklahoma Real Estate Appraiser Board

Members, Oklahoma Real Estate Appraiser Board



James R. Atkinson

Shelley Bennett

[Signature]

[Signature]

Quincy Cagle

[Signature]

[Signature]

Expires **10/31/2018**

Oklahoma Appraiser Number **12698SLA**

Todd Paden



*...removing
obstacles
standing
in the way
of people
celebrating
their lives.*

September 2, 2016

Ron Detherow
10811 East 109th Pl. North
Owasso, OK 74055

Mr. Detherow,

Please accept this letter as an offer to purchase land and improvements owned by you located at 120 East 2nd St. in Owasso, OK for the amount of \$135,000. As you are aware this offer comes after an appraisal was performed on the property showing an opinion of value of \$125,000 using the sales comparison approach. The terms of this offer are contingent upon acceptance by you as the owner and the approval of the Owasso City council.

I am including with this correspondence an offer acceptance and/or rejection sheet to be executed by you and returned to me at your earliest convenience. I thank you again for your participation in this process and look forward to hearing from you soon.

Sincerely & respectfully,

John W. Feary
John W. Feary
Project Administrator & Government Affairs
City of Owasso

JWF/dim



Public Works Department
301 West 2nd Avenue
P.O. Box 180
Owasso, Oklahoma 74055

City of Owasso
A City of Character

(918) 272-4959
FAX (918) 272-4996
www.cityofowasso.com



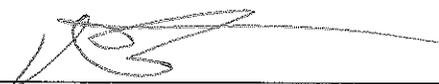
...removing
obstacles
standing
in the way
of people
celebrating
their lives.

I, **Ron Detherow**, am in receipt of an offer from the City of Owasso to purchase land and improvements that I own located at 120 East 2nd St. in Owasso, OK. The offer received is in the amount of \$135,000.00.

Please Circle One

Accept

Reject



Ron Detherow



Date



CITY OF OWASSO
GENERAL FUND
PAYROLL PAYMENT REPORT
PAY PERIOD ENDING 11/12/16

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,715.98	8,251.11
Managerial	22,890.12	31,781.87
Finance	15,989.21	24,409.79
Human Resources	8,694.98	14,131.48
Community Development	16,347.59	25,717.20
Engineering	17,559.04	26,608.77
Information Systems	14,184.15	21,490.43
Support Services	8,560.16	12,790.79
Cemetery	1,158.40	1,780.86
Police Grant Overtime	2,104.18	2,131.80
Central Dispatch	21,120.25	35,391.10
Animal Control	3,840.23	5,652.99
Emergency Preparedness	1,783.98	2,527.00
Stormwater/ROW Maint.	8,783.91	13,812.24
Park Maintenance	9,757.41	14,631.65
Culture/Recreation	5,235.59	8,462.66
Community-Senior Center	4,009.11	5,666.55
Historical Museum	664.40	745.98
Economic Development	3,496.85	4,563.69
<u>General Fund Total</u>	<u>171,895.54</u>	<u>260,547.96</u>
<u>Garage Fund Total</u>	<u>5,934.40</u>	<u>9,181.14</u>
<u>Ambulance Fund Total</u>	<u>553.85</u>	<u>621.86</u>
<u>Fire Fund 37 Total</u>	<u>151,758.39</u>	<u>227,897.59</u>
<u>Police Fund 38 Total</u>	<u>135,992.15</u>	<u>209,295.78</u>
<u>Streets Fund 39 Total</u>	<u>13,398.44</u>	<u>21,179.28</u>
<u>Stormwater Fund 27 Total</u>		<u>-</u>
<u>Worker's Compensation Total</u>	<u>4,227.60</u>	<u>5,562.73</u>
<u>Strong Neighborhoods Total</u>	<u>3,851.62</u>	<u>5,608.71</u>

CITY OF OWASSO
GENERAL FUND
PAYROLL PAYMENT REPORT
PAY PERIOD ENDING 11/26/16

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,488.01	8,023.13
Managerial	22,615.12	31,487.67
Finance	15,783.19	23,910.06
Human Resources	8,661.98	14,100.27
Community Development	16,347.59	25,725.03
Engineering	17,559.04	26,606.64
Information Systems	14,088.21	21,391.00
Support Services	8,434.95	12,655.38
Cemetery	1,158.40	1,780.86
Police Grant Overtime	2,023.60	2,051.18
Central Dispatch	28,302.29	43,154.76
Animal Control	3,933.92	5,772.09
Emergency Preparedness	1,763.98	2,505.47
Stormwater/ROW Maint.	8,682.23	13,712.55
Park Maintenance	9,400.93	14,222.13
Culture/Recreation	5,186.77	8,412.94
Community-Senior Center	4,714.11	6,495.44
Historical Museum	531.52	596.79
Economic Development	3,446.85	4,511.83
<u>General Fund Total</u>	<u>178,122.69</u>	<u>267,115.22</u>
<u>Garage Fund Total</u>	<u>7,068.84</u>	<u>10,936.67</u>
<u>Ambulance Fund Total</u>	<u>553.85</u>	<u>621.86</u>
<u>Fire Fund 37 Total</u>	<u>139,491.94</u>	<u>212,719.63</u>
<u>Police Fund 38 Total</u>	<u>220,850.72</u>	<u>298,080.33</u>
<u>Streets Fund 39 Total</u>	<u>13,337.95</u>	<u>21,794.80</u>
<u>Stormwater Fund 27 Total</u>		<u>-</u>
<u>Worker's Compensation Total</u>	<u>3,387.60</u>	<u>4,317.37</u>
<u>Strong Neighborhoods Total</u>	<u>3,826.62</u>	<u>5,583.75</u>

CITY OF OWASSO
 HEALTHCARE SELF INSURANCE FUND
 CLAIMS PAID PER AUTHORIZATION OF ORDINANCE #789 AS OF 12/1/16

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AETNA	HEALTHCARE MEDICAL SERVICE	58,085.83
	HEALTHCARE MEDICAL SERVICE	120,725.33
	HEALTHCARE MEDICAL SERVICE	63,449.65
	ADMIN FEES	13,189.96
	STOP LOSS FEES	45,648.40
	HEALTHCARE DEPT TOTAL	<u>301,099.17</u>
DELTA DENTAL	DENTAL MEDICAL SERVICE	203.76
	DENTAL MEDICAL SERVICE	4,981.80
	DENTAL MEDICAL SERVICE	6,759.60
	DENTAL DEPT TOTAL	<u>11,945.16</u>
VSP	VISION MEDICAL SERVICES	2,032.15
	VISION DEPT TOTAL	<u>2,032.15</u>
	HEALTHCARE SELF INSURANCE FUND TOTAL	<u><u>315,076.48</u></u>