



Notice and Agenda Work Session Meeting of The Bixby City Council

Dawes Conference Room
113 West Dawes, Bixby, Oklahoma 74008
June 27, 2022 at 5:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran, City Clerk

Agenda

- a. Discussion on potential commercial development on Memorial between 149th & 150th Streets.

Jim Bickford

- b. Discuss sales tax incentive proposal for Neal's Sit & Sleep - Bixby.

John Neal

Notice of Posting

This Notice and Agenda was posted on the bulletin board June 24th on or before 5:00 p.m., at City Hall, 116 West Needles Bixby Oklahoma.

Respectfully submitted,

Shannon Duran
City Clerk



City Council Meeting Agenda

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
June 27th, 2022 at 6:00 P.M.

Public comments are limited to items listed on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran, City Clerk

Pledge of Allegiance

Invocation

Consent Agenda

City Clerk's Report

Consider and approve:

- a. Minutes for the Work Session meeting dated 06/13/22.
- b. Minutes for the City Council meeting dated 06/13/22.

Public comments are limited to items listed on the agenda.

Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Regular Agenda

1. Discussion and possible approval of Comprehensive Plan Amendment (BXCP-22.03) to the Bixby Comprehensive Plan, for “The Preserve” located NE/c (northeast corner) East 171st Street and South Harvard, Section 26, Township 17N, Range 13E.

Donna Crawford

2. Consider and take action on the Façade Grant Application for Apple Barrel.

Donna Crawford

3. Discussion and possible approval of Ordinance Number 2404, Annexation request of a parcel of land located in the South Half of the Northwest Quarter (S/2, NW/4) of Section Seven (7), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian.

Donna Crawford

4. Discussion and possible action to declare an emergency regarding Ordinance Number 2391 making it effective immediately upon passage and approval.

Donna Crawford

5. Discussion and possible approval of the Preliminary and Final Plat of the Bridge of Scereno.

Donna Crawford

6. Discussion and possible approval of Preliminary Plat for Ellis Ranch (BXPT-22.10) located on the south side of East 161st Street South and South Memorial Drive, Section 26, Township 17N, Range 13E.

Donna Crawford

7. Discussion and possible approval of Preliminary Plat for Ellis Ranch Commercial Corner (BXPT-22.11) located on the south side of East 161st Street South and South Memorial Drive, Section 26, Township 17N, Range 13E.

Donna Crawford

8. Discussion and possible approval of Preliminary Plat for Southern Farms (BXPT-22.12) located on the south side of East 161st Street South and South Memorial Drive, Section 26, Township 17N, Range 13E.

Donna Crawford

9. Discuss and/or approve School Resource Officer (SRO) contract between the City of Bixby and Bixby Public Schools for one (1) Officer for the 2022-2023 school year.

Andy Choate

10. Discuss and/or approve School Resource Officer (SRO) contract between City of Bixby and Bixby Public Schools for two (2) Officers for the 2022-2023 school year.

Andy Choate

11. Discuss and/or approve one (1) grant School Resource Officer (SRO) contract between City of Bixby and Bixby Public Schools for the 2022-2023 school year.

Andy Choate

12. Motion to enter into Executive Session:

a) Discussion on negotiations and/or purchase for certain real property at 114 E. Breckenridge, owned by First Baptist Church of Bixby, Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.

Mayor Guthrie

13. Motion to exit Executive Session and reconvene in Open Session.

Mayor Guthrie

14. Consider and/or take action, if necessary, on the purchase of real property at 114 E. Breckenridge, owned by First Baptist Church of Bixby.

Mayor Guthrie

15. City Manager's Report

Jared Cottle

16. New Business

Mayor or Vice-Mayor

17. Adjournment

Mayor or Vice-Mayor

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of June 24th, 2022, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby Oklahoma.

Respectfully Submitted

Shannon Duran
City Clerk

For Special Accommodations

Persons who require a special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email City Clerk, [Shannon Duran](mailto:sduran@bixbyok.gov) (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact **Oklahoma Relay** at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
June 27th, 2022

Time: 6:00 P.M. or immediately Following the City Council Meeting

Call to Order

Chairman

Roll Call

Shannon Duran, City Clerk

Consent Agenda

Secretary's Report

Consider and approve:

- a. Minutes for Bixby Public Works Authority regular meeting 06/13/22.
- b. Discuss and/or approve emergency waterline repair located at Breckenridge Ave and A Street for \$23,995.39.
- c. Discuss and/or approve purchasing 3-TN HV/AC Unit for the Cemetery Maintenance Building from Quality Heating and Cooling; cost is \$10,100.

Regular Agenda

1. New Business

Chairman

2. Adjournment

Chairman

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of June 24th, 2022, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Shannon Duran
City Clerk

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City of Bixby City Council Work Session Meeting Minutes

Dawes Conference Room
113 W Dawes, Bixby, Oklahoma 74008
June 13, 2022, at 5:00 P.M.

The Special Work Session agenda for the regularly scheduled meeting of the City of Bixby was posted on the bulletin board at City Hall, 116 W Needles Ave, Bixby Oklahoma on June 10th, 2022, on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 5:03 p.m. City Clerk, Shannon Duran called the roll and the following members were present.

Members Present

Guthrie
Blair
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Joey Wiedel, Fire Chief
John Wood, Parks Dir.
Todd Blish, Police Chief
Justin Dowd, Asst. Engineer
Shannon Duran, City Clerk

Mayor Guthrie calls item out of order and said item #2 on the Work Session agenda and is:

Presentation and Discussion on Christmas in Downtown 2022. Josh Nave presented a slide show of

Others that spoke: Josh Nave and Jarod Hicks.

Profit packet provided to all members.

Presented by Bryan Toney

Mayor Guthrie said item #1 on the Work Session agenda is:

Discussion of FY23 Budget.

Presented by Charles Barnes

No action was taken.

The adjournment was called at 6:00 p.m.

Mayor

Attest

City Clerk

Day	Dates	Total Ice Rink Sales	Total Skaters
Sat	11/20/21	\$0.00	0
Sun	11/21/21	\$208.00	23
WEEK 1 TOTALS		\$208.00	23
Mon	11/22/21	\$416.00	43
Tues	11/23/21	\$810.00	69
Wed	11/24/21	\$432.00	58
Thurs	11/25/21	\$0.00	0
Fri	11/26/21	\$1,270.00	113
Sat	11/27/21	\$1,258.00	109

Sun	11/28/21	\$920.00	84
WEEK 2 TOTALS		\$5,106.00	476
Mon	11/29/21	\$152.00	13
Tues	11/30/21	\$168.00	14
Wed	12/1/21	\$224.00	19
Thurs	12/2/21	\$152.00	13
Fri	12/3/21	\$880.00	80
Sat	12/4/21	\$2,407.00	215
Sun	12/5/21	\$1,048.00	123
WEEK 3 TOTALS		\$5,031.00	477

Mon	12/6/21	\$1,194.00	154
Tues	12/7/21	\$864.00	106
Wed	12/8/21	\$822.00	103
Thurs	12/9/21	\$416.00	52
Fri	12/10/21	\$1,042.00	98
Sat	12/11/21	\$2,591.00	240
Sun	12/12/21	\$1,439.00	141
WEEK 4 TOTALS		\$8,368.00	894
Mon	12/13/21	\$1,360.00	100
Tues	12/14/21	\$596.00	77
Wed	12/15/21	\$0.00	0

Thurs	12/16/21	\$0.00	0
Fri	12/17/21	\$230.00	22
Sat	12/18/21	\$2,975.00	267
Sun	12/19/21	\$1,332.00	164
WEEK 5 TOTALS		\$6,493.00	630
Mon	12/20/21	\$1,278.00	147
Tues	12/21/21	\$1,359.00	200
Wed	12/22/21	\$2,464.00	245
Thurs	12/23/21	\$1,638.00	182
Fri	12/24/21	\$0.00	0
Sat	12/25/21	\$0.00	0

Sun	12/26/21	\$470.00	59
WEEK 6 TOTALS		\$7,209.00	833
Mon	12/27/21	\$454.00	57
Tues	12/28/21	\$766.00	92
Wed	12/29/21	\$880.00	109
Thurs	12/30/21	\$1,379.00	149
Fri	12/31/21	\$756.00	51
Sat	1/1/22	\$108.00	9
Sun	1/2/22	\$466.00	40
WEEK 7 TOTALS		\$4,809.00	507
GRAND TOTAL		\$37,224.00	3840

Rink Operations:			
	Revenue	\$37,224.00	
	Expenses	(\$33,066.00)	
	Net	\$4,158.00	
Sponsorships:			
	Raised	\$22,000.00	
	Scholarships	(\$2,500.00)	
	Donations	(\$3,000.00)	
	City/School	(\$2,534.20)	
	Net	\$13,965.80	



City of Bixby City Council Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
June 13, 2022 at 6:00 P.M.

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on June 10th, 2022 on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 6:07 p.m.

City Clerk, Shannon Duran called the roll and the following members were present.

Members Present

Guthrie
Blair
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Justin Dowd, Asst. Engineer
Todd Blish, Police Chief
Joey Wiedel, Dep Fire Chief
John Wood, Parks Director
Shannon Duran, City Clerk

Pledge of Allegiance

Invocation was given by Phil Frazier

Mayor Guthrie said item #1 on the Consent Agenda is:

City Clerk's Report

Consider and approve:

- a. Minutes for the Work Session meeting dated 05/23/22.
- b. Minutes for the City Council meeting dated 05/23/22.

- c. Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-23 in the amount of \$27,984.17 (General Fund's portion).
- d. Consider and/or approve re-adoption of the City of Bixby City Council Handbook originally adopted March 30, 2015.
- e. Consider and/or approve Worker's Compensation Insurance renewal for FY-23 in the amount of \$193,388.81 (City portion of total bill).
- f. Consider and/or approve Worker's Compensation Insurance application to use escrow balance for FY-23 premium due. The amount of \$46,632.13 (City portion of total refund).
- g. Approve purchase of a Cushman 1200x utility cart in the amount of \$19,845.00 State Contract SW0190 Kansas Golf and Turf. Approved in Capital Budget FY 22.
- h. Discuss and/or approve purchase to Goddard Enterprises, in the amount of \$49,943.34 for one replacement emergency outdoor warning siren and one new emergency outdoor warning siren.
- i. Discuss and/or approve the continuance of the existing contract with Alliance Maintenance who provides janitorial services for City Hall at a cost of \$1,760.00 monthly. No changes to the contract or pricing.
- j. Consider and/or approve annual renewal of internal and external work order software package from CivicPlus, Inc. (called SeeClickFix) for FY23 in the amount of \$11,025. (City Portion is \$5,512.50).
- k. Acknowledge receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072220294, Facility No. 3007243, River Crest Blocks 11-13 and SL000072220295, Facility No. S-20438, River Crest Blocks 11-13.

Public comments are limited to items listed on the agenda.

Those wishing to speak on agenda items will need to appear in the City Council Chamber.

The first item to come before the council meeting was the Consent Agenda. Mayor Guthrie asked if speakers signed up to speak at the council meeting. No speakers signed in to speak. Mayor Guthrie asked if there were any comments or questions on the Consent Agenda.

Mayor Guthrie asked for a motion on the Consent Agenda for items "a-k". Councilor Girard made a motion to approve, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0

Ayes: Girard, Revelis, Founds, Blair, Guthrie

Nays: None

Mayor Guthrie said item #1 on the Regular Agenda is:

Discussion, consideration and possible approval of FY23 budget including budget resolution 2022-10.

Presented by Charles Barnes

This item was brought to council for approval of the City of Bixby's Fiscal Year Budget for 2023 and for the approval of resolution 2022-10. Charles Barnes gave council some background and details for their approval.

Mayor Guthrie asked for a motion on item #1. Councilor Girard made a motion to approve, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0

Ayes: Girard, Revelis, Founds, Blair, Guthrie

Nays: None

Mayor Guthrie said item #2 on the Regular Agenda is:

Discussion, consideration and possible approval of authorization to purchase ESO software totaling \$19,893.85, funding from Capital Improvement.

Presented by Joey Wiedel, Fire Chief.

This item was brought to council for approval for the fire department to purchase software. Joey Wiedel provides all council members a copy of the ESO software billing packet for their review. A copy has been provided to the City Clerk for attachment to the city council meeting minutes.

Mayor Guthrie asked for a motion on item #2. Vice Mayor Blair made a motion to approve, seconded by Councilor Girard. The vote was taken with the following results:

Carried 5-0

Ayes: Blair, Girard, Revelis, Founds, Guthrie

Nays: None

City Managers Report

- Update on medians/access control on Memorial Project
- Update on paving program
- City office closure on 5/20/22 for Juneteenth
- Firework permits availability for 7/2/2022, 7/3/2022 and 7/4/2022 from 3pm to 11pm.

- Joey Wiedel, Fire Chief updates as to new hires with the fire department.
- Joey Wiedel, Fire Chief updates on flooding and boating training.
- Update on 121st and Mingo

There being no additional new business items.

Adjournment was called at 6:26 p.m.

Mayor

City Clerk

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
June 13, 2022

Time: 6:26 P.M. or immediately Following the City Council Meeting

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Ave, Bixby, Oklahoma on June 10th, 2022 on or before 5:00 p.m.

City Clerk Shannon Duran called the roll and all members were present.

Members Present

Guthrie
Blair
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Joey Wiedel, Fire Chief
Todd Blish, Police Chief
Justin Dowd, Asst. Engineer
Shannon Duran, City Clerk

Consent Agenda

Mayor Guthrie said item #1 on the BPWA Consent Agenda is:

Secretary's Report

Consider and Approve:

- a. Minutes for Bixby Public Works Authority regular meeting 05/09/22.
- b. Consider and/or approve annual maintenance with Tyler Technologies (INCODE) for FY-23 in the amount of \$26,944.35 (BPWA's portion).
- c. Consider and/or approve Worker's Compensation Insurance renewal for FY-23 in the amount of \$27,096.19(BPWA portion of the bill).

- d. Consider and/or approve Worker's Compensation Insurance application to use escrow balance for FY-23 premium due. The amount of \$6,533.77 (BPWA portion of total refund).
- e. Consider and/or approve annual renewal of internal and external work order software package from CivicPlus, Inc. (called SeeClickFix) for FY23 in the amount of \$11,025(City Portion is \$5,512.50).
- f. Discuss and/or approve Purchase Order for DaVco to install condensate line; \$3,725.

Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Mayor Guthrie asked if there were any comments or questions on the Consent Agenda.

Mayor Guthrie requests to pull item "b" for discussion.

Mayor Guthrie asked for a motion to approve item "a-f" on the BPWA Consent Agenda. Councilor Founds made a motion to approve, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried 5-0

Ayes: Founds, Blair, Revelis, Girard, Guthrie

Nays: None

Mayor Guthrie said item #1 on the Regular BPWA Agenda is:

Discuss and approve FY 23 Budget including Budget Resolution 2022-11.

Presented by Charles Barnes

This item was brought to council for approval of the City of Bixby's Public Works portion of the budget for fiscal year 2023 and for the approval of resolution 2022-11. Charles Barnes gave council some background and details for their approval.

Mayor Guthrie asked for a motion on item #1 on the BPWA Regular Agenda. Vice Mayor Blair made a motion to approve, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0

Ayes: Blair, Revelis, Girard, Founds, Guthrie

Nays: None

Mayor Guthrie said item #2 on the Regular BPWA Agenda is:

Discuss and approve Change Order #1 for the Memorial Traffic Signal Synchronization Project for \$100,633.

Presented by Justin Dowd

Mayor Guthrie asked for a motion on item #2 on the BPWA Regular Agenda. Vice Mayor Blair made a motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 5-0

Ayes: Blair, Founds, Revelis, Girard, Guthrie

Nays: None

New Business

There being none.

Adjournment was called at 6:33 p.m. as to Bixby Public Works Authority Meeting.

Mayor

City Clerk



Quote Date: 05/09/2022
Customer Name: Bixby Fire Department (OK)
Quote #: Q-67637
Quote Expiration date: 05/04/2022
ESO Account Manager: Dylan Finley

CUSTOMER CONTACT

Customer Bixby Fire Department (OK)
Name Ryan King
Email rking@bixbyok.gov
Phone 918-557-0225

BILLING CONTACT

Payor Bixby Fire Department (OK)
Name Joey Wiedel
Email jwiedel@bixbyok.gov
Phone 918-366-0458
Address 116 W Needles Ave
Bixby OK, 74008-4410
Billing Frequency Annual
Initial Term 12 months

Fire RMS Bundle

Product	Total	Fee Type
FIRE RMS Bundle	\$6,348.85	Recurring
RMS Bundle - ESO Fire Incidents		
RMS Bundle - ESO Inspections		
RMS Bundle - ESO Properties		
RMS Bundle - Personnel Management		
RMS Bundle - ESO Hydrants		
RMS Bundle - ESO Activities		

Asset Management/Checklist

Product	Volume	Total	Fee Type
Assets-Checklist Bundle	11 Vehicles	\$3,495.00	Recurring
Asset Management and Checklist - Training and Implementation	11 Vehicles	\$1,495.00	One-time

Fire

Product	Volume	Total	Fee Type
Fire Incidents Billing Extract	1	\$395.00	Recurring
Fire Incidents CAD Integration	2800 Incidents	\$1,995.00	Recurring
Fire Incidents NFIRS Data Import	2800 Incidents	\$0.00	One-time
Fire Setup & Online Training	2 Sessions	\$1,190.00	One-time

EHR

Product	Volume	Total	Fee Type
EHR CAD Integration	2800 Incidents	\$0.00	Recurring

Inventory

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 05/09/2022
Customer Name: Bixby Fire Department (OK)
Quote #: Q-67637
Quote Expiration date: 05/04/2022
ESO Account Manager: Dylan Finley

Product	Volume	Total	Fee Type
ESO Inventory - Fire/EMS Agencies	2800 Incidents	\$1,995.00	Recurring
Inventory Setup & Online Training	1 Sessions	\$595.00	One-time

Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	36 Employees	\$1,195.00	Recurring
ESO Scheduling - Setup & Online Training	2 Sessions	\$1,190.00	One-time

Total Recurring Fees	\$	15,423.85
Total One-Time Fees	\$	4,470.00
TOTAL FEES	\$	19,893.85



Quote Date: 05/09/2022
Customer Name: Bixby Fire Department (OK)
Quote #: Q-67637
Quote Expiration date: 05/04/2022
ESO Account Manager: Dylan Finley

Fire

Product	Description
RMS Bundle - ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
RMS Bundle - ESO Inspections	Includes the ability to manage multiple code sets, using those to develop customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
RMS Bundle - ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
RMS Bundle - ESO Hydrants	Inventory and document testing and status of hydrants.
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
Fire Incidents Billing Extract	Allows for integration of NFIRS data into Fire Recovery USA for Billing. Ongoing maintenance included.

Personnel Management

Product	Description
RMS Bundle - ESO Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.

Asset Management/Checklist

Product	Description
Assets-Checklist Bundle	Web-based asset management and apparatus checklist for Fire and EMS.
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

Scheduling

Product	Description
ESO Scheduling	Online scheduling, messaging and detailed reporting.
ESO Scheduling - Setup & Online Training	Webinar Training Session.

Inventory

Product	Description
ESO Inventory - Fire/EMS Agencies	Web-based inventory management software for Fire and EMS.
Inventory Setup & Online Training	Setup and Webinar Training Session for ESO Inventory.

EHR

Product	Description
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Quote Date: 05/09/2022
Customer Name: Bixby Fire Department (OK)
Quote #: Q-67637
Quote Expiration date: 05/04/2022
ESO Account Manager: Dylan Finley

EHR CAD Integration

Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.

DRAFT

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Comprehensive Plan Amendment (BXCP-22.03) to the Bixby Comprehensive Plan, for “The Preserve” located NE/c (northeast corner) East 171st Street and South Harvard, Section 26, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:

The applicant requests an amendment to the Bixby Comprehensive Plan Land Use Map from Commercial Shopping and Rural Residential to Residential Single-Family (RS-3) with the Planned Unit Development (BXPUD-22.05).

The Preserve features four (4) distinct neighborhood styles from the 55ft minimum lot widths (gated area) to 60, 70, and 90 ft. lot widths located in specific development areas within “The Preserve”.

Heard on June 21, 2022, at the regular Planning Commission meeting, this item was approved unanimously for consideration by City Council. Planning Commission expressed the need to protect the commercial areas designated by the Comp Plan, and the applicant agreed to modify the plan to include a commercial area. Planning Commission discussed options for configuring the site to optimal incorporation of the commercial area. Planning Commission recommends flexibility regarding the size and location of the commercial area.

EXHIBITS: Comp Plan Application
Planning Commission Staff Report
City of Bixby Zoning Map

KEY ISSUE: Approve or Deny

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Staff recommends modification to the Comprehensive Plan Amendment request BXCP-22.03, to include a Commercial area and Residential Single-Family (RS-3) with supplemental zoning Planned Unit Development (BXPUD-22.05).

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Tuesday May 21, 2022
Name: The Preserve
RE: Comprehensive Plan Minor Amendment (BXCP-22.03), Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.05)
Location: Northeast corner (NE/c) East 171st Street South & South Sheridan Road
STR: Section 26, Township 17N, Range 13E
Applicant: Tanner Consulting, LLC

Request: Tanner Consulting, LLC is requesting a Comprehensive Plan Amendment (BXCP-22.03), Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.05) approval for The Preserve.

Description: The applicant is requesting a Comprehensive Plan Amendment (BXCP-22.03) with an accompanying Rezone (BXZO-22.04) and Planned Unit Development (BXPUD-22.05). The current Comprehensive Land Use Map indicates Commercial and Neighborhood Commercial on what is commonly referred to as the “hard corner” and Rural Residential on the remaining parcel. The applicant has filed an application to Rezone from Agriculture (AG) to Medium Density, Single-Family Residential (RS-3) which can be facilitated by the PUD if approved.

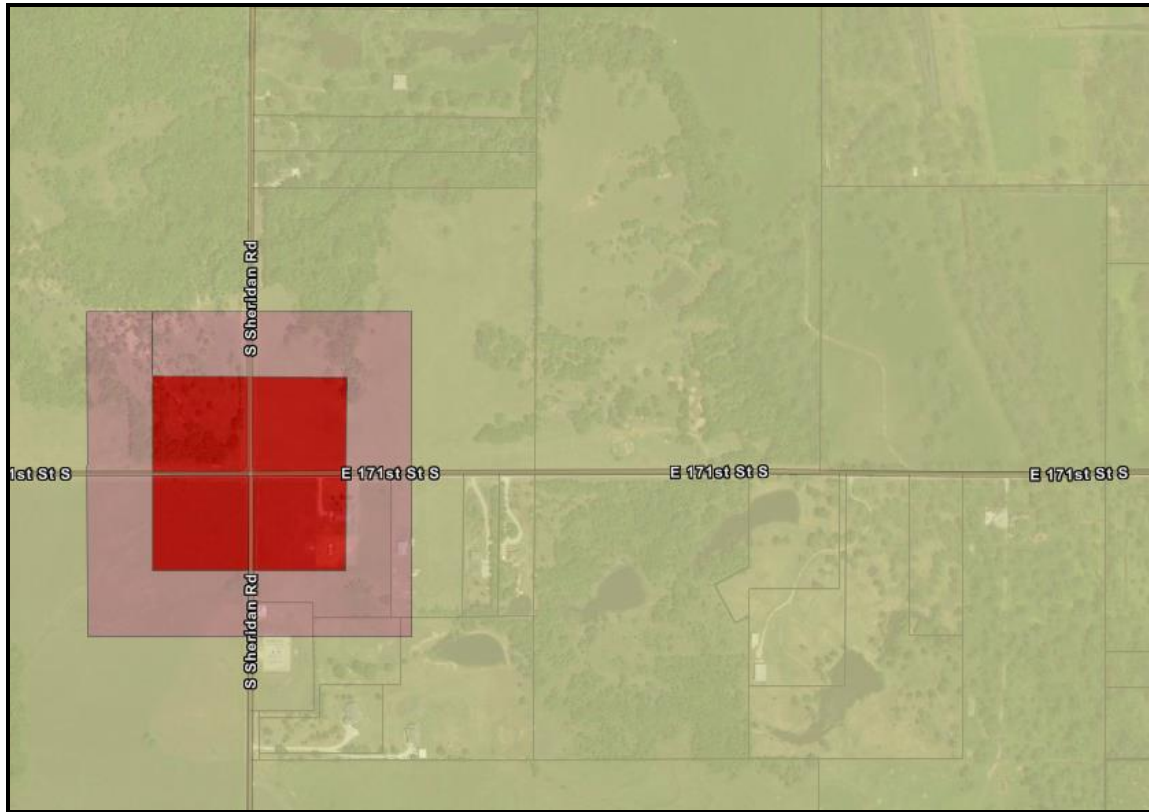
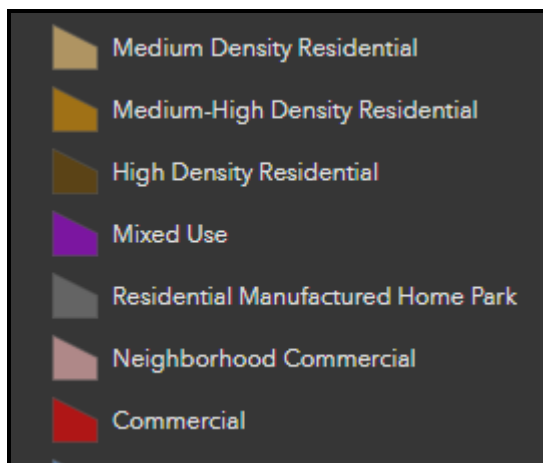


Exhibit A: Comprehensive Land Use Map



Map Legend

Existing Zoning; Use:

Agriculture (AG); Vacant

Abutting Zoning; Use:

North: (AG) Agriculture; Single-Family Dwelling

East: (AG) Agriculture; Vacant

South: (AG) Agriculture; Single-Family Dwellings

West: (AG) Agriculture; Vacant

Proposed Zoning; Uses:

(RS-3) Residential Single-Family; Single-Family Dwellings

Location:

Northeast corner (NE/c) East 171st Street South and South Sheridan Road

Comprehensive Plan:

The Comprehensive Land Use map shows this area to be Commercial, Neighborhood Commercial, and Rural Residential.

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

Staff supports the Planning Commission recommendation for approval of the requested 2018 Comprehensive Plan Future Land Use Map Amendment.

Project Overview:



Exhibit B: Conceptual Site Plan

Development Standards:

Acres: 159.768 +/-	Number of Lots: 484	Min. Land Area DU 8,400 sf
-----------------------	------------------------	-------------------------------

Reserve Lots Development Area:

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and take action on the Façade Grant application for Apple Barrel

INITIATOR: Donna Crawford, Development Services

STAFF INFORMATION SOURCE: Downtown Bixby Façade Grant Program Guidelines

BACKGROUND: Apple Barrel Café was destroyed by fire and the owner opted to rebuild from the ground up.

EXHIBITS: Façade Grant Application with required documentation

KEY ISSUE: Grant Application Approval

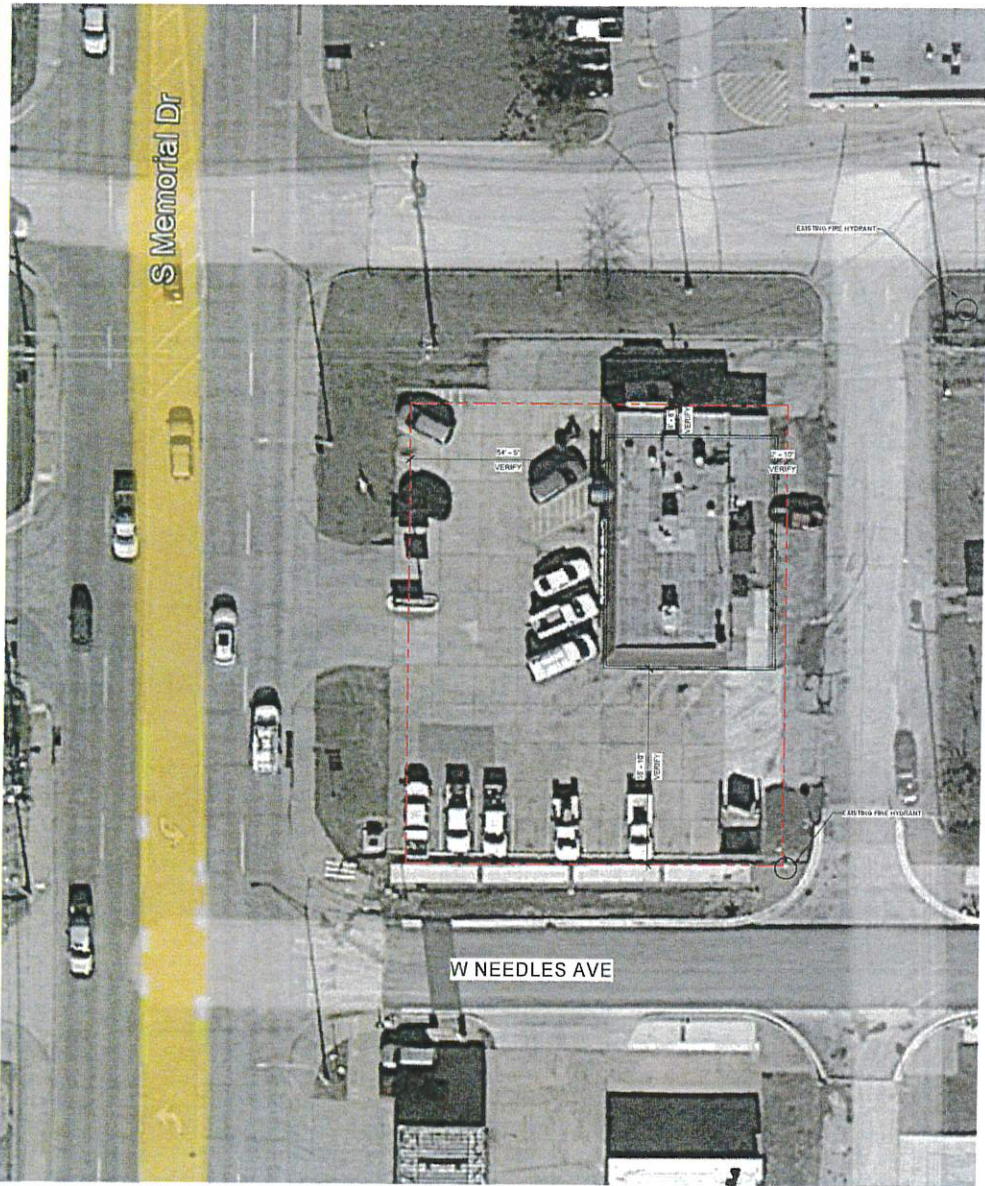
COUNCIL ACTION: Approve

RECOMMENDATION: Approval.

ITEM NO: _____

MEETING DATE: 6-27-2022

MEETING: City Council



1 Site
SCALE: 1/16" = 1'-0"



APPLE BARREL CAFE

15225 S MEMORIAL DR.
BIXBY, OK 74008

LEGAL

17N-13E-R24
LTS 6 THRU 10 LESS W20. 93' LT 6 BLK 8
SUBDIVISION: MIDLAND ADD.
PARCEL #: 57825-73-24-03110

Sheet List	
Sheet Number	Sheet Name
A100	SITE PLAN
A100.1	LIFE SAFETY & PARTITION TYPES
A101	1st FLOOR PLAN
A102	REFLECTED CEILING PLAN
A121	ROOF PLAN
A200	EXTERIOR ELEVATIONS
A300	BUILDING SECTIONS
A400	ENLARGED KITCHEN PLAN
A401	ENLARGED RESTROOM PLAN
A800	DOOR SCHEDULE



2 AREA MAP
SCALE: 1" = 200'-0"

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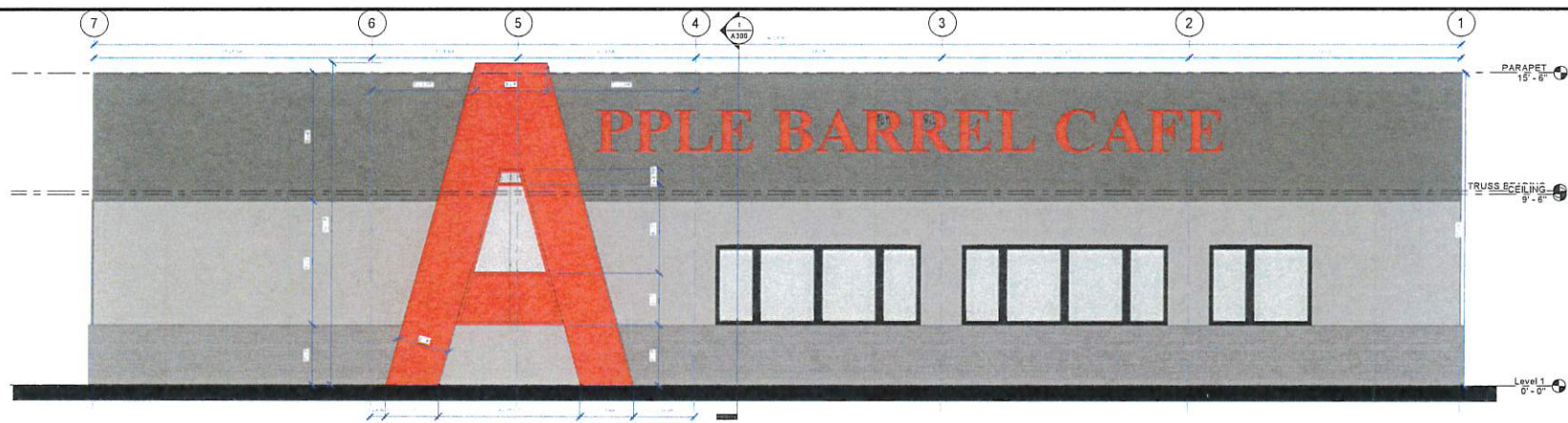
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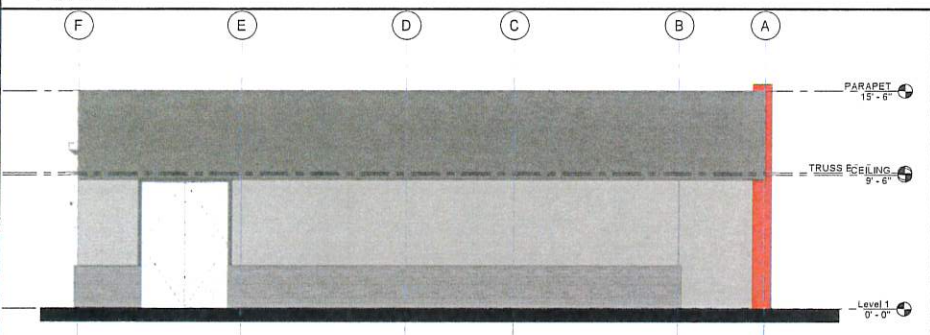
No.	Description	Date

SHEET
A100
SITE PLAN

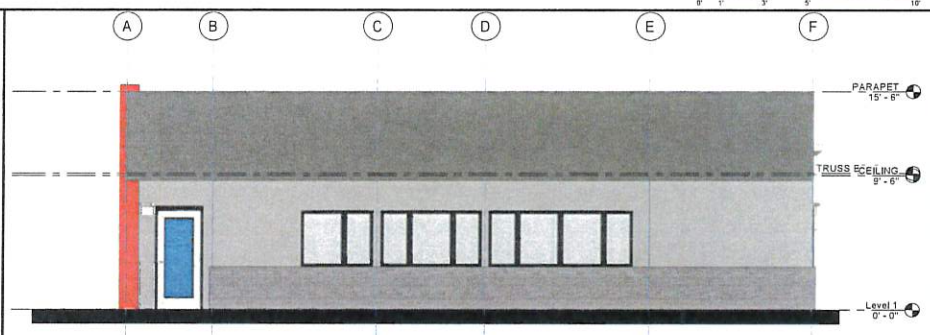
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1 West
SCALE: 3/8" = 1'-0"



2 North
SCALE: 1/4" = 1'-0"



3 South
SCALE: 1/4" = 1'-0"



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PERMIT NO. _____

No.	Description	Date

SHEET

A200
EXTERIOR
ELEVATIONS



City of Bixby, Oklahoma

Façade Grant Program Application

Applications for funding through the City of Bixby Façade Grant Program will be submitted to Development Services via mail to PO Box 70, 116 West Needles, Bixby, OK 74008 or email DowntownOverlay@BixbyOK.gov. Applications will be received on a rolling basis and reviewed monthly.

APPLICANT INFORMATION

Address of Project: 15225 S. Memorial Drive, Bixby, OK 74008

Building Owner: AKRES, LLC

Applicant: Aiman Simon Alkhatib

Mailing Address: 3804 S. Yellowpine Ave, Broken Arrow, OK 74011

Telephone: 918.814.9678

Email: simon-rjk@hotmail.com

Has the applicant reviewed Bixby Downtown Design Overlay Guidelines?
<https://www.bixbyok.gov/DocumentCenter/View/1642/Bixby-Downtown-Overlay-Regulations>

Yes ☒ No ☐

Construction schedule of project (commencement & completion):

Commencement: January 2022

Estimated Completion: June 2022

A. Current Physical Condition of Project:

(If additional space is needed, please attach description as Attachment A.)

Mid Construction / Rebuild

B. Proposed Modification of Project – written:

(If additional space is needed, please attach description as Attachment B.)

Complete tear down / rebuild from ground up. All modern and updated inside and out.

C. Proposed Modification of Project – visual:

Please attach a detailed drawing/rendering showing dimensions, architectural details, and labels, of the proposed finished project.

Please attach as Attachment C.

D. Impact Statement:

How will the project further the revitalization of downtown?

(If additional space is needed, please attach as Attachment D.)

Our restaurant is part of the gateway corridor to downtown from Memorial.

Our updated and modern building will protect surrounding property value and encourage further development/investment of downtown by drawing activity to downtown.

Also, we will retain and create 20 - 30 jobs in the community.

Number of current housing units on property:

0

Number of new housing units created from project:

0

Number of jobs currently in building:

0

Number of jobs created after project completed:

20 - 30

Square footage of storefront space rehabbed:

2700

Rent rate being offered in rehabbed storefront:

\$1.10 /SF for 5 yrs.

E. Building Ownership:

Type text here

Please include proof of building ownership as **Attachment E.**

You may use the following site as a resource:

<https://www.assessor.tulsacounty.org/assessor-property.php>

F. Building Ownership – organization:

If the owner is a for-profit or non-profit organization, is a Resolution adopted by the Board of Directors which authorizes both the project and the application attached with the Minutes of the Meeting when it was adopted?

Yes ☐ No ☒ N/A ☐

Please attach as **Attachment F.**

G. Applicant's Ownership Interests – other properties:

Does applicant own or have ownership interest in other properties in Bixby?

Yes ☒ No ☐

(If yes, please list addresses. If additional space is needed please attach as **Attachment G.**)

127 W. Needles Ave, Bixby, OK 74008

Do the above properties comply with all applicable City of Bixby ordinances and regulations, including but not limited to, housing, building, zoning, fire, health and vacant and abandoned building regulations?

Yes ☒ No ☐

H. Property Signage:

Do existing signs on the property comply with City Zoning regulations and overlay design standards?

Yes ☒ No ☐ N/A ☐

If the above answer is **no**, or the applicant is proposing new signs, please describe the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed. If additional space is needed place attach as **Attachment H.**

I. **Revenue Sources:**

Has the project secured private funding for project match?

Yes ☐ No ☒

If yes, list other sources of funding and financing for this project, and whether the sources are already secured. If additional space is needed place attach as Attachment I.

J. **Bids:**

Please attach bid(s) for the proposed work as Attachment J.

What are the estimated costs for façade improvements? \$627K

How much assistance is the project requesting? _____

What is the construction schedule for façade improvements? Estimated completion June 2022

K. **Certificate of Insurance:**
Please attach a certificate of insurance for the individual/company bidding the work, Attachment K.

List of Exhibits

Exhibit A	Current Physical Condition (if additional room needed)
Exhibit B	Proposed Modification of Building (if additional room needed)
Exhibit C	Detailed Drawing/Rendering
Exhibit D	Impact Statement (if additional room needed)
Exhibit E	Proof of Building Ownership
Exhibit F	Resolution (if applicable)
Exhibit G	List of Applicant's Other Properties (if applicable)
Exhibit H	Sign Compliance (if applicable)
Exhibit I	Sources of Funds
Exhibit J	Bids
Exhibit K	Certificate of Insurance

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1 Site
SCALE: 1/16" = 1'-0"



APPLE BARREL CAFE

15225 S MEMORIAL DR.
BIXBY, OK 74008

LEGAL

17N-13E-R24
LTS 6 THRU 10 LESS W20, 93' LT 6 BLK 8
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2 AREA MAP
SCALE: 1" = 200'-0"

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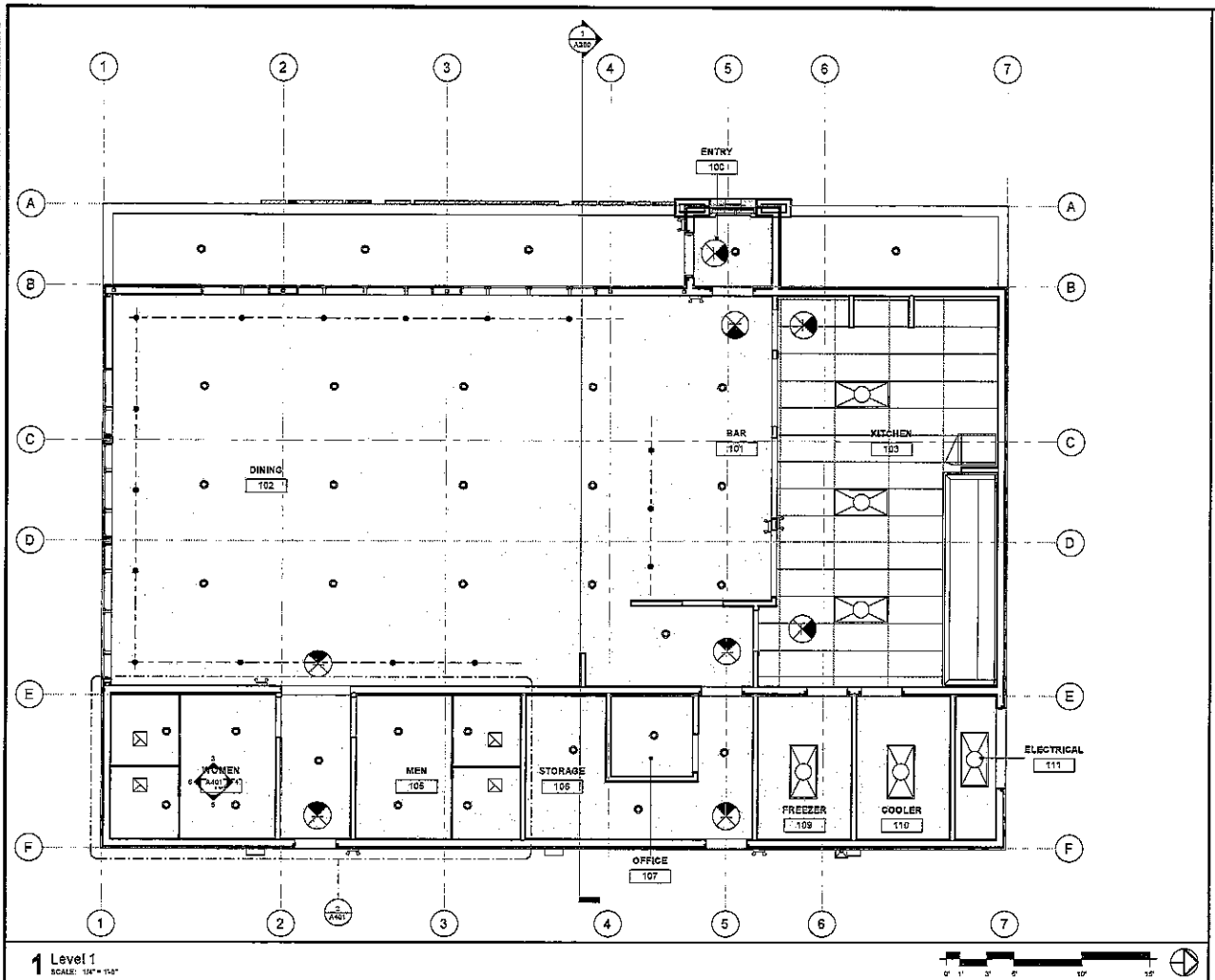
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SHEET

A100
SITE PLAN

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HEALTH DEPT. NOTES

- FOOD PREP ROOM
FINISHES:
FLOORING - LIGHT COLOR CERAMIC TILE
WALLS - LIGHT COLORED SMOOTH FRP PANELS
CEILING - SMOOTH WHITE VINYL WRAPPED TILES
EQUIPMENT - STAINLESS STEEL
CASEWORK - OFF WHITE PLASTIC LAMINATE
- RESTROOMS
FINISHES:
FLOORING - FLIGHT COLOR CERAMIC TILE
WALLS - CERAMIC MANSOFT ON GREEN SD
CEILING - WHITE PAINT SMOOTH FINISH ON GREEN SD
- STAINLESS STEEL THREE COMPARTMENT SINK WITH INDEPENDENT DRAIN FLOOR SINK/SINK 50% UNDER THREE COMPARTMENT SINK
- ICE MACHINE WITH DIRECT FLOOR DRAIN CONNECTION NEAR FRONT OF ICE MACHINE
- ICE MACHINE DRAINS SHOULD BE RUN SEPARATE FROM CONDENSER AND ICE SIN TO FLOOR DRAIN, DRAIN LINES NOT ALLOWED TO BE TIED INTO BACK OTHER
- LIGHTING (RATED FOR FOOD PREP AREA) 30 FOOT CANDLES AT SELF-SERVICE SURF AREAS, REACH-IN COOLER AND FREEZER, AT HAND SINKS, 5 COMPARTMENT SINKS, EQUIPMENT & UTENSIL STORAGE & AT FOOTCUBES IN EMPLOYEE RESTROOM 90 FOOT CANDLES AT ALL FOOD PREP SURFACES (ALL LIGHTS OVER FOOD SERVING AREAS TO HAVE SHIELD)
- REFRIGERATION & FREEZER UNITS MUST BE PLACED ON CARTERS OR LEGS AT LEAST 6" ABOVE FLOOR TO AID IN CLEANING

Lighting Fixture Schedule			
Type Image	Family and Type	Count	Comments
	Emergency Wall Light Thicker Wall: 120V	7	
	Exhaust Vent: Exhaust Vent	4	
	Exit Sign - Enlarged graphic: Exit Sign - Enlarged graphic	8	
	Light Disc LED: Light Disc LED	34	
	Lighting Pendant: Mount-Tech Lighting-Five FJ Low Voltage: Not A Type - Load Type Catalog	16	
	Trolley Light - 2x4 Parabolic: 2x4(2 Lamp) - 120V	6	RATED FOR FOOD PREP AREAS
	VanITY LIGHT: Not A Type - Load Type Catalog	1	

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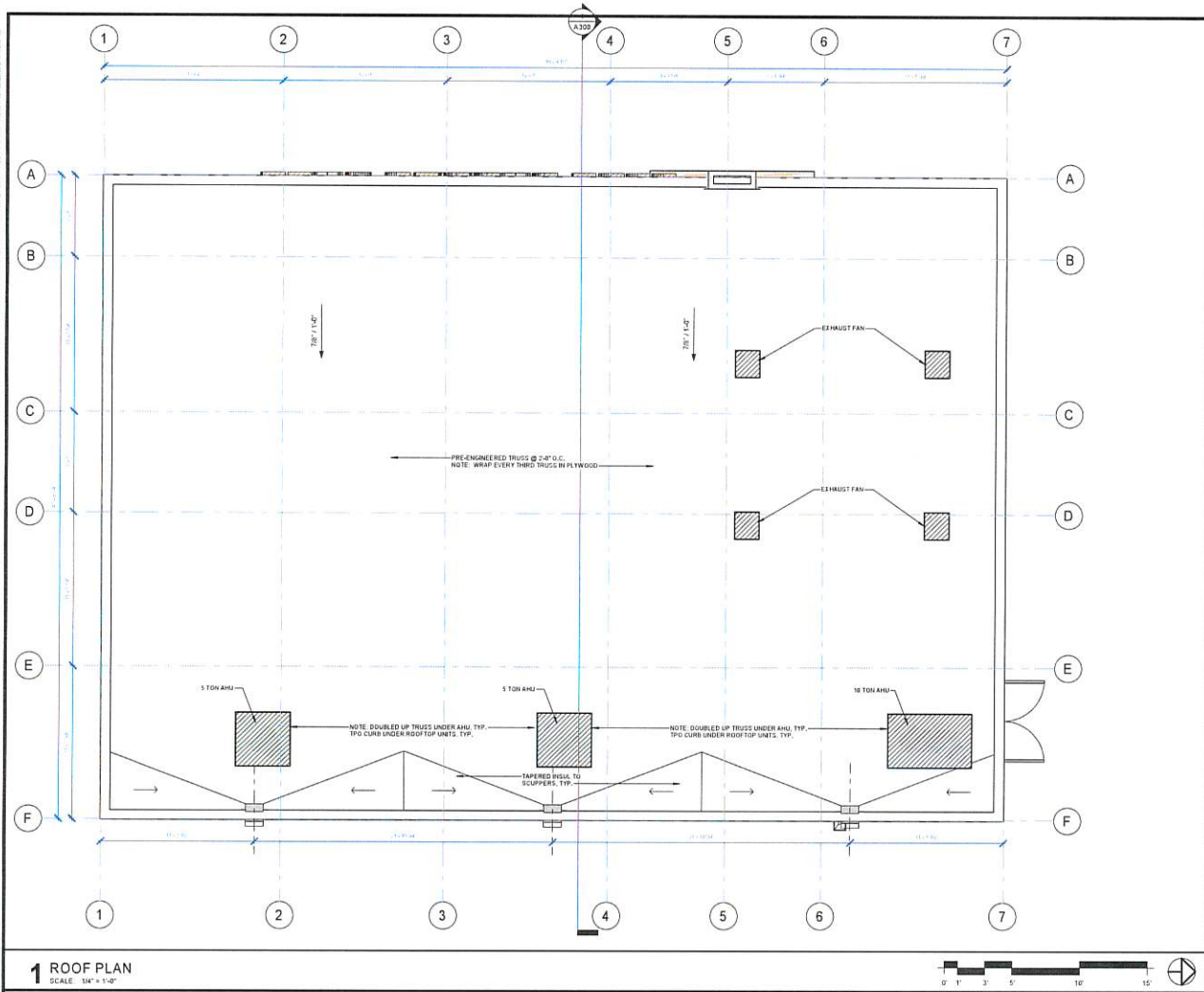
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SHEET
A102
REFLECTED CEILING PLAN

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1 ROOF PLAN
SCALE: 1/4" = 1'-0"

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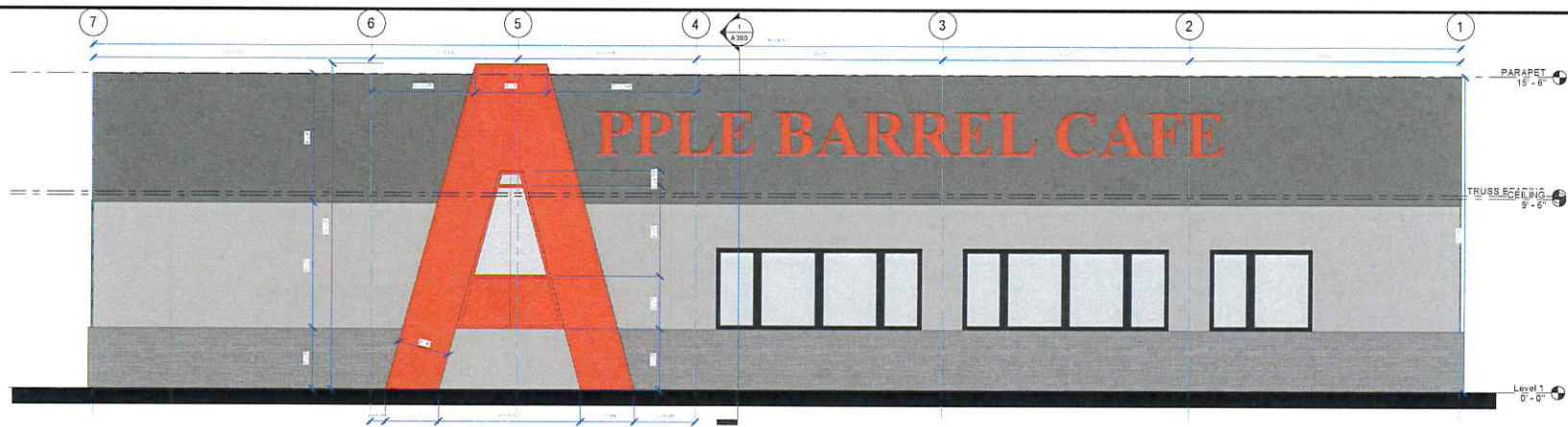
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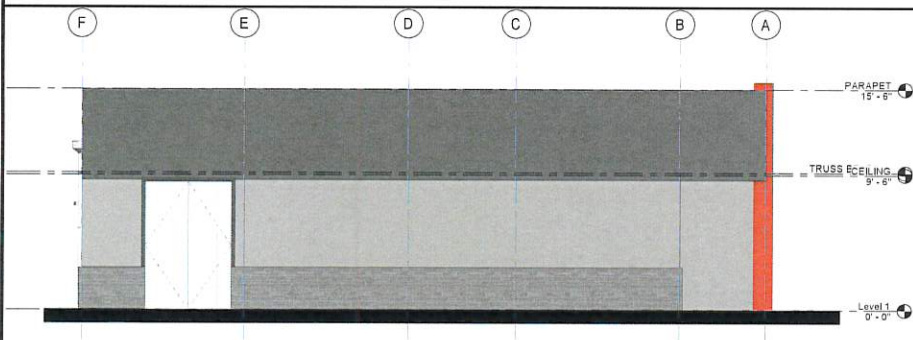
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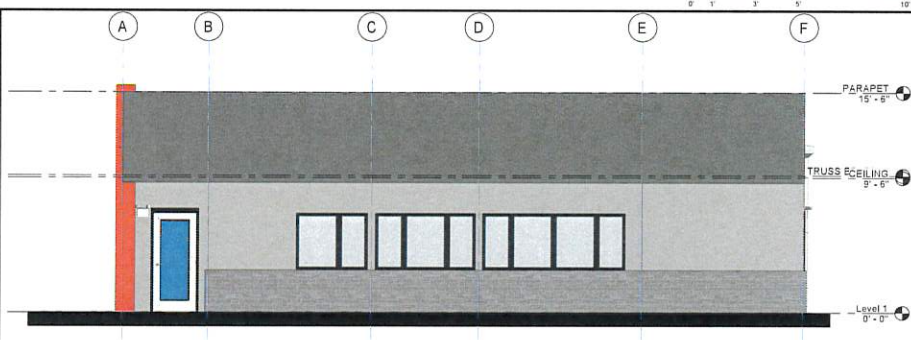
SHEET
A121
ROOF PLAN



1 West
SCALE: 3/8" = 1'-0"



2 North
SCALE: 1/4" = 1'-0"



3 South
SCALE: 1/4" = 1'-0"



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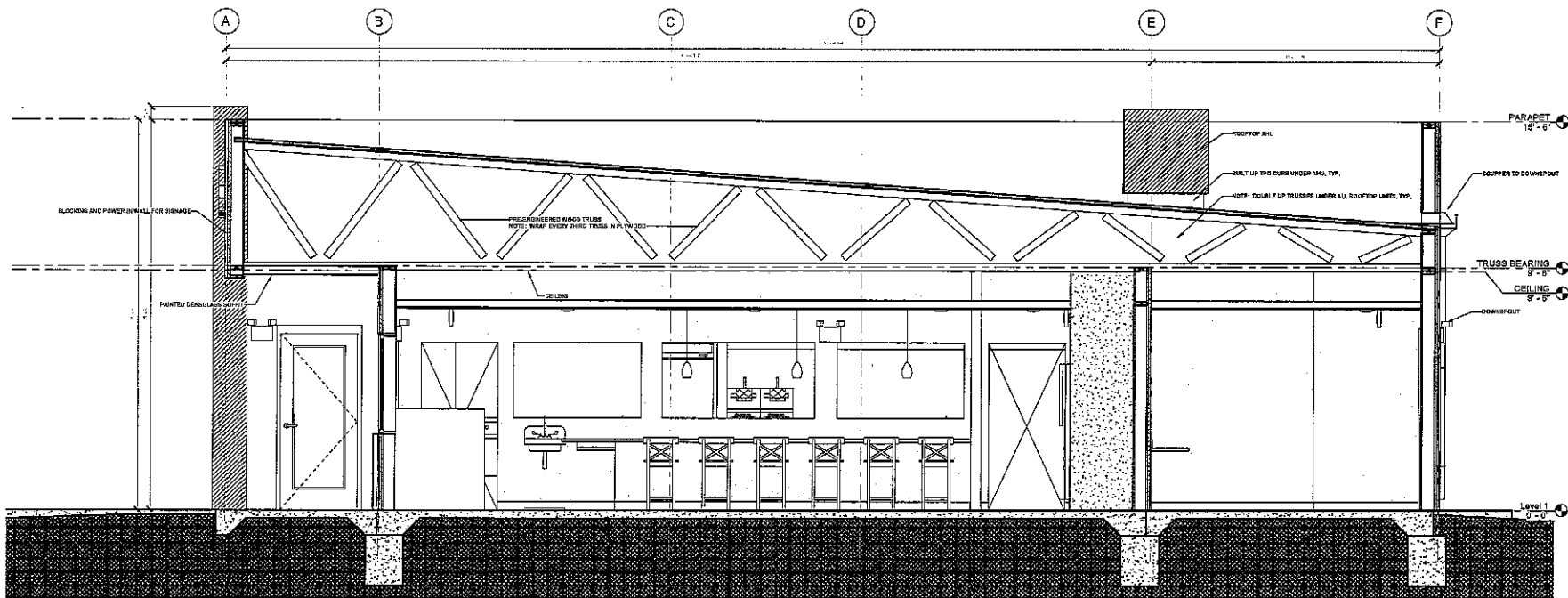
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A200
EXTERIOR
ELEVATIONS

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1 Section 1
SCALE: 1/2" = 1'-0"

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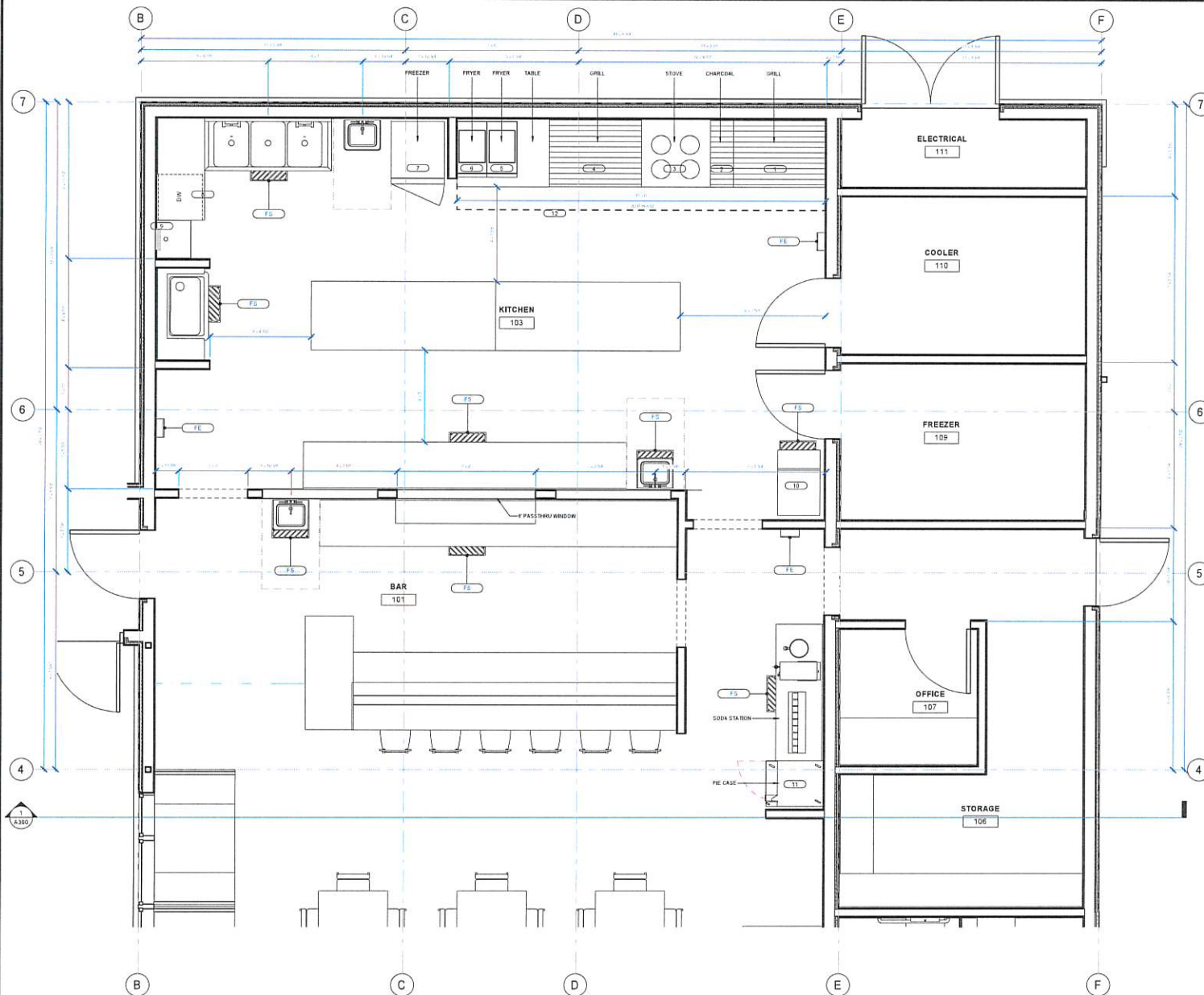
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SHEET

A300
BUILDING SECTIONS

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1 ENLARGED KITCHEN PLAN
SCALE: 1/2" = 1'-0"

KITCHEN EQUIPMENT SCHEDULE	
Tag	Equipment
1	Grill - Cooking Performance Group G48 48" Gas Countertop Griddle with Manual Controls
2	Char broiler Grill - Vollrath 40728 12" Gas Charbroiler
3	Grill - G36-4012T Natural Gas 4 Burner Modular Top 36" Range with 12" Griddle
4	Grill - Cooking Performance Group G48 48" Gas Countertop Griddle with Manual Controls
5	Fryer - Cooking Performance Group FFOP50 Natural Gas 50 lb. Stainless Steel Open Pot Floor Fryer
6	Fryer - Cooking Performance Group FFOP50 Natural Gas 50 lb. Stainless Steel Open Pot Floor Fryer
7	Single door Reach-in freezer - Avantco A-23F-HC 29" Solid Door Reach-In Freezer
8	Electric Dishwasher - 1-HH-NO Low Temperature Door Type Dishwasher
9	Tankless Hot Water Heater - Indoor Natural Gas Commercial Condensing Tankless Water Heater
10	Electric Commercial Ice Maker - Scotsman B842S Ice Storage Bin - 775 lb.
11	Pie case - 4-Sided Glass Refrigerated Display Case
12	Vent hood - Total of 16' Commercial Vent hood

REFER TO ATTACHED SPECIFICATIONS LIST FOR MORE INFORMATION

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No.	Description	Date

SHEET

A400
ENLARGED KITCHEN
PLAN

DOOR HARDWARE GENERAL NOTES

- ALL HARDWARE SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA)
- ALL DOOR HARDWARE SHALL BE FINISH US26D OR EQ.
- ALL LATCHSETS AND LOCKSETS SHALL BE EQUIPPED WITH LEVER TYPE OPERATING TRIM.
- ALL CLOSERS SHALL BE LOCATED ON ROOM SIDES OF DOORS.
- CONTRACTOR'S HARDWARE CONSULTANT SHALL BE RESPONSIBLE FOR DETERMINING APPROPRIATE HARDWARE FUNCTION AND OPTIONS.
- CONTRACTOR SHALL COORDINATE FINAL KEYS WITH OWNER.
- PROVIDE "SLITCH" FEATURE TO ALL LOCKSETS AND LATCHSETS.

(LA) LATCHSETS NOT LOCKABLE

SET LA.1

HINGES "PBB" H.W. BALL BEARING 4 1/2" X 4 1/2"
LATCHSET "PDQ" XGT-PHL SPIRIT SERIES
WALL STOP "HAGER" 236 W
SILENCERS "HAGER" 307D

SET LA.2

HINGES "PBB" H.W. BALL BEARING 4 1/2" X 4 1/2"
LATCHSET "PDQ" XGT-PHL SPIRIT SERIES
WALL STOP "HAGER" 236 W
SILENCERS "HAGER" 307D

(LK) LOCKSETS LOCKABLE

SET LK.1

HINGES "PBB" H.W. BALL BEARING 4 1/2" X 4 1/2"
LOCKSET "PDQ" XGT-PHL SPIRIT SERIES
WALL STOP "HAGER" 236 W
SILENCERS "HAGER" 307D

SET LK.2

HINGES "PBB" H.W. BALL BEARING 4 1/2" X 4 1/2"
LOCKSET "PDQ" XGT-PHL SPIRIT SERIES
WALL STOP "HAGER" 236 W
SILENCERS "HAGER" 307D

(PP) PUSH/PULLS

SET PP.1

HINGES "PBB" H.W. BALL BEARING 4 1/2" X 4 1/2"
PUSH/PULL "HAGER" 308/336 4X16
CLOSER "PDQ" 7100 H.D. SERIES
WALL STOP "HAGER" 236 W
SILENCERS "HAGER" 307D

(EL) EXTERIOR LOCKSETS

SET EL.1

HINGES "PBB" H.W. BALL BEARING 4 1/2" X 4 1/2"
LOCKSET "PDQ" XGT SPIRIT SERIES
CLOSER "PDQ" 7100 H.D. SERIES
THRESHOLD "PEMKO" 171A
WEATHERSTRIP "PEMKO" 315CN
DRIP CAP "PEMKO" 346C

(AL) ALUMINIUM DOORS

SET AL.1

HINGES HEAVY DUTY - BY DOOR MFR
CLOSER HEAVY DUTY - BY DOOR MFR
EXIT DEVICES "DOOR-Q-MATIC/FALCON" 1690 TOUCHBAR
THRESHOLD "PEMKO" 2005-AS OR EQ
WEATHERSTRIP "PEMKO" 316 AV OR EQ
DRIP CAP "PEMKO" 345 2AV OR EQ

DOOR SCHEDULE

DOOR NO.	LOCATION	DOOR			FRAME			Fire Rating	COMMENTS
		SIZE (WxH)	TYPE	MATERIAL	FINISH	HARDWARE TYPE	MATERIAL		
Level 1									
100	ENTRANCE	3'-0" x 7'-0"	HE-1					1	TO HAVE PANIC HARDWARE AND MECH. CLOSER
101	VESTIBULE ENTRY	3'-0" x 7'-0"	HE-1					1	TO HAVE PANIC HARDWARE AND MECH. CLOSER
101.1	BAR TO STORAGE	0'-0" x 6'-0"	CO-1					1	
102	REST. EXIT	3'-0" x 7'-0"	HE-2					1	TO HAVE PANIC HARDWARE AND MECH. CLOSER
103	REST. TO KITCHEN	0'-0" x 6'-0"	CO-1					1	
103.1	REST. TO KITCHEN	0'-0" x 6'-0"	CO-1					1	
104	WOMEN'S RR	3'-0" x 6'-0"	W1					1	
104.1	RR PARTITION	2'-10" x 6'-8"	-					1	REF. TO MANUF. RR PARTITIONS
104.2	RR PARTITION	3'-0" x 6'-8"	-					1	REF. TO MANUF. RR PARTITIONS
105	MEN'S RR	3'-0" x 6'-0"	W1					1	
105.1	RR PARTITION	3'-0" x 6'-8"	-					1	REF. TO MANUF. RR PARTITIONS
105.2	RR PARTITION	2'-10" x 6'-8"	-					1	REF. TO MANUF. RR PARTITIONS
106	STORAGE EXIT	3'-0" x 7'-0"	HE-2					1	TO HAVE PANIC HARDWARE AND MECH. CLOSER
106.1	STORAGE ENTRANCE	3'-0" x 6'-0"	CO-1					1	
107	OFFICE	2'-10" x 6'-8"	W1					1	
109	FREELER	3'-0" x 6'-8"	-					1	REF. TO MANUF. WALK-IN REF. UNIT
110	COOLER	3'-0" x 6'-8"	-					1	REF. TO MANUF. WALK-IN REF. UNIT
111	ELECTRICAL CLOSET	10'-0" x 9'-0"	HE-1					1	

COMMENTS

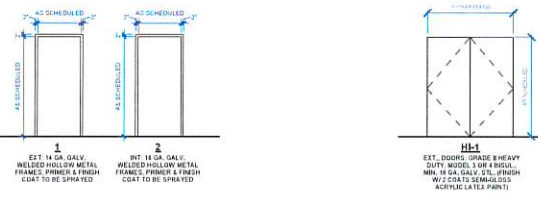
- OVERHEAD DOOR TO BE BY AMPLUST DOORS, INC. "ALASKA" PACKAGE. DOOR TO HAVE HIGH LIFT CLEARANCE TRACK OPERATION & MBL. 1/2 HP OPERATOR. THE OPERATORS ARE TO BE LIFTMASTER MODEL H OR OVERHEAD DOOR MODEL R3A.
- SEE STOREFRONT ELEVATIONS
- METAL DOOR FRAMES SPLIT BETWEEN SHOP AND OFFICE TO BE PAINTED "SPLIT JAMB" TWO COLORS. SHOP SIDE TO BE SW7999, OFFICE SIDE TO BE SW9991 TO BE HIGH TRAFFIC DOOR. SEE SPEC
- OVERHEAD DOOR TYPE (SEE ABOVE)
- SLIGHT GLAZING TO BE TEMPERED.
- N/A
- ALL EXTERIOR EXIT DOORS TO HAVE PANIC HARDWARE THAT WILL RELEASE IN ONE MOTION
- ALL DOORS AND FRAMES TO MATCH ADJ. WALL RATING ASSEMBLY

DOOR GENERAL NOTES

- ALL DOOR HARDWARE SHALL BE US 26D FINISH (UNO).
- ALL DOOR CYLINDERS TO BE CAME FORMAT TO MATCH PROPORTION STANDARDS.
- ALL DOORS SHALL BE PREFINISHED FACTORY THE WORD "FACTORY" SHOWN UNDER THE FINISH COLUMN OF THE DOOR SCHEDULE. DOORS TO BE PLASTIC LAMINATE OR FACTORY GRAINED AND FINISHED DOORS. THE GENERAL CONTRACTOR IS TO VERIFY THE EXACT DOOR REED BY THE OWNER AND ADJUST THE REED IF ANY, AS REQD.
- TOP, BOTTOM, & SIDES OF ALL DOORS SHALL BE PAINTED OR STAINED TO MATCH DOOR. PROVIDE CONSTRUCTION CYLINDERS DURING CONSTRUCTION FOR DOORS REQD TO BE LOCKED. REPLACE CONSTRUCTION CYLINDERS PRIOR TO HOTEL OPENING. COORDINATE WITH GEN. CONTRACTOR.
- ALL DOORS TO BE MASTER KEYED. COORDINATE KEYING WITH OWNER.
- ALL LOCKSETS & CYLINDERS ARE SUPPLIED WITH FINAL COPIES. PERMANENT KEYING BY DOOR SUBCONTRACTOR.
- ALL "EXIT" DOORS MUST BE OPERATIONAL FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE, OR EFFORT.
- GLAZING AT EXTERIOR DOORS & Sidelites SHALL BE INSULATED TEMPERED LITES.
- ALL DOORS SHALL COMPLY WITH ACCESSIBILITY REQ'S FOR ACCESSIBILITY (FEDERAL, STATE, & LOCAL ACCESSIBILITY CODES).
- ALL FULLY METAL DOORS SHALL BE A MEDIUM STEEL (UNO).
- FRAME AND HARDWARE ARE TO MATCH THE FIRE RATING OF THE DOOR.
- WHERE UNDERCUT NOT SPECIFIED, STANDARD UNDERCUT OF 3/4" FOR HM & WOOD DOORS.
- 1-1/2" PAIR BUTT HINGES PER DOOR LEAF UP TO 7'-0". SOLID CORE WOOD OR HM DOORS FROM 7'-0" TO 10'-0" PROVIDE 2 PAIR BUTT HINGES FROM DOOR LEAF.
- PROVIDE (1) SILENCERS IN SINGLE LEAF DOORS, (2) SILENCERS IN DOUBLE LEAF DOORS UNLESS PAIR OF DOORS HAS MIDDLE MULLION THEN PROVIDE A TOTAL (6) SILENCERS.
- LOCKSET SHALL OPERATE WHERE TURNING KEY UNLATCHES DOOR WHEN PUSH BUTTON IS ENGAGED & TURNED. KEY OPERATION WILL BE REQD AT ALL TIMES. RELEASING PUSH BUTTON UNLATCHES DOOR.
- ALL EXTERIOR HOLLOW METAL DOORS SHALL BE GALVANIZED & INSULATED. PART TO MATCH SURROUNDING COLOR ON EXTERIOR.
- ALL EXTERIOR DOORS SHALL BE PROVIDED WITH AN ALUM DRIP EDGE ANCHORED TO UNDERSIDE OF WALL CONSTRUCTION (DOORS AS PART OF AN ALUM STOREFRONT SYSTEM WITH A TRANSOM LITE DO NOT REQ DRIP EDGE - NOR DO DOORS THAT ARE PROTECTED UNDER CANOPIES).
- ALL EXTERIOR DOORS SHALL HAVE THE TOP OF THE DOOR SLAB CONSTRUCTED IN SUCH A WAY TO SHED & THEREFORE PREVENT WATER FROM COLLECTING/INTRUDING WITH THE TOP OF THE DOOR SLAB. JOINTS SHALL BE MINIMIZED @ THE TOP OF THE DOOR SLAB. ANY CONSTRUCTION JOINTS SHALL BE FULLY WEATHER TIGHT.
- SHRINKAGE SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOORS. CENTERLINE OF DOOR SHALL BE SET AT 1/2" TO THE CENTERLINE OF THE DOOR AS INDICATED.
- ALL DOORS MUST HAVE A 3/4" MIN. CLEAR WIDTH OPENING WHEN DOOR IS FULLY OPEN; ANY DOORS UNDER 3/4" TO BE APPROVED BY OWNER.
- PROVIDE ALL EXTERIOR DOORS WITH ALUM THRESHOLDS, SWEEPS, AND WEATHERSTRIPPING.
- DOOR THRESHOLDS SHALL NOT EXCEED 1/4" IN HEIGHT.
- OUT-SWINGING EXTERIOR METAL DOORS MUST HAVE CLOSED TOPS.
- HOLLOW METAL FRAMES ARE TO RECEIVE ONE COAT OF PRIMER AND TWO COATS SEMI-GLOSS ACRYLIC LATEX PAINT.
- ALL FIRE RATED DOORS WITH VISION PANELS ARE TO BE WIRE GLASS IN STEEL FRAME.
- STEEL DOOR AND FRAME TO RECEIVE TWO COATS EXTERIOR SEMI-GLOSS ACRYLIC LATEX PAINT.
- ALL HOLLOW METAL DOOR FRAMES TO BE WELDED TYPE.
- ALUMINUM DOORS & FRAMES TO BE PROVIDED BY SUPPLIER OF ALUMINUM STOREFRONT.
- ALUMINUM TO HAVE CLEAN ANODIZED FINISH. PROVIDE DOORS W/ CLOSERS. PROVIDE DOOR CYLINDERS TO BE KEYS ALIKE. PROVIDE THRESHOLDS AND WEATHERSTRIPPING.
- PROVIDE PANIC HARDWARE AT ALL EXTERIOR DOORS.
- FRAME AND HARDWARE ARE TO MATCH THE FIRE RATING OF THE DOOR.
- ALL OVERHEAD DOORS TO HAVE HIGHER CLEARANCE TRACK OPERATION AND MINIMUM 10 HORSEPOWER OPERATOR. THE OPERATORS ARE TO BE LIFTMASTER MODEL H OR OVERHEAD DOOR MODEL R3A.
- OVERHEAD DOOR SEES SHOWN REFERENCE ROUGH OPENINGS. OVERHEAD DOORS SHOULD OVERLAP OPENING BY 1" EA. SIDE. (EXAMPLE: THE 14'-0" X 10'-0" DOOR WILL BE 14'-2" X 10'-2" REF. MARK).

DOOR FINISH NOTES

- PROVIDE VINYL TRANSITION STRIPS AT ALL LOCATIONS WHERE DISMANTLE FLOOR MATERIALS MEET (CARPET TO CONCRETE) FIELD VERIFY.
- METAL DOORS AND FRAMES IN THE SHOP AREA & WASH BAY TO BE PAINTED SHERWIN WILLIAMS SW7999 IRON ORE.
- METAL DOORS AND FRAMES IN THE OFFICE AREA TO BE PAINTED SHERWIN WILLIAMS SW9991 BLACK MAGIC.
- METAL DOOR FRAMES SPLIT BETWEEN SHOP AND OFFICE TO BE PAINTED "SPLIT JAMB" TWO COLORS. SHOP SIDE TO BE SW7999, OFFICE SIDE TO BE SW9991.
- WOOD DOORS ARE TO BE USED IN THE OFFICE AREA ONLY.
- WOOD DOORS TO BE SOLID CORE FLUSH WOOD DOOR TO BE MARSHFIELD RED OAK, PLAIN SLICKED, W/ SPRESSO FINISH, 42-95.



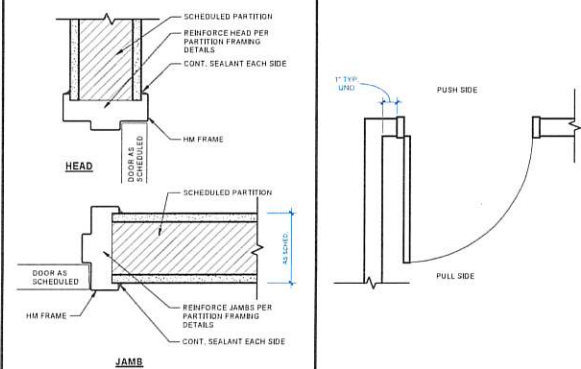
DOOR FRAME TYPE

DOUBLE PANEL TYPE

SINGLE PANEL TYPE

ABBREVIATIONS USED IN THE DOOR SCHEDULE

AL ALUMINUM
CR CARD READER FOR ADD AND ELECTRONIC LOCKS.
DR DOOR
GL GLASS
HM HOLLOW METAL
HWG HARDWARE GROUP
MAG LOCK - MAGNETIC LOCK
MN DOOR RATING IN MINUTES.
NO NUMBER OR NUMBERS
OH OVERHEAD STOP TYPES
POLY POLYETHYLENE
PC POLYCARBONATE
WD WOOD
WS WALL STOP



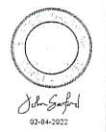
2 DETAIL - HM FRAME

3 DETAIL - DOOR LOCATION

THESE DRAWINGS ARE PRELIMINARY IN NATURE AND ARE INTENDED FOR REVIEW AND PERMITTING. DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT ARCHITECT'S AND ENGINEER'S SIGNATURE AND THEIR DATE OF ISSUE FOR CONSTRUCTION.

JSA ARCHITECTS
1710 E. 42nd St. Suite 153
Tulsa, OK 74146
918.640.6800
JHSANFORD@AOL.COM

Copyright 2022 John Sanford
JOHN SANFORD,
AIA, NCARB
OKLAHOMA LICENSE # 2773



NOT VALID FOR CONSTRUCTION UNLESS SIGNED BY THIS BLOCK

APPLE BARREL CAFE
15225 S MEMORIAL DR.
Bixby, OK 74008

PERMIT NO. _____
11/29/25 AM

No.	Description	Date

SHEET

A800
DOOR SCHEDULE

1 DOOR & FRAME TYPE

SCALE: 1/4" = 1'-0"

SCALE: 3/4" = 1'-0"

SCALE: 3/4" = 1'-0"

After recording, return to:
AKRS LLC
15225 South Memorial Drive
Bixby, OK 74008

AKRS
15225 S. MEMORIAL DR
BIXBY, OK 74008

**WARRANTY DEED
STATUTORY LIMITED LIABILITY COMPANY**

File No.: 18-07-1414
Sales Price: \$325,000.00
Documentary Stamps: \$487.50
Tax ID No.: 57825-73-24-03110

That Bailey Acres LLC, a limited liability company (the "Grantor"), in consideration of the sum of TEN & NO/100 Dollars and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto AKRS LLC (the "Grantee"), the following described real property and premises situate in Tulsa County, Oklahoma, to wit:

Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block Eight (8), MIDLAND ADDITION to the Town of Bixby, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof, LESS the West 20.93 feet of said Lot Six (6).

PROPERTY ADDRESS: 15225 South Memorial Drive, Bixby, OK 74008

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, and restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto said Grantee, and to the heirs, successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this September 27, 2018.

Bailey Acres LLC

BY: [Signature]
Clifford E. Bailey, Manager

By: [Signature]
Janet L. Bulloch, Manager

By: [Signature]
William C. Bailey, Manager

STATE OF Oklahoma

COUNTY OF Tulsa

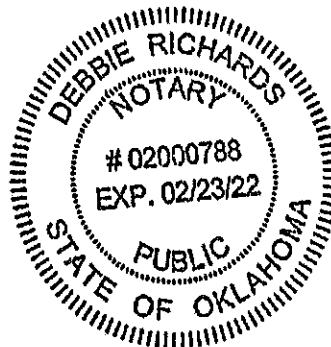
I, the undersigned, a Notary Public, do hereby certify that Clifford E. Bailey, Janet L. Bulloch, and William C. Bailey, Managers of Bailey Acres LLC, a limited liability company personally appeared before me this 27th day of September, 2018 and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27th of September, 2018.

[Signature]
Notary Public

My Commission Expires:

(SEAL)



After recording, return to:
AKRS LLC
127 West Needles Avenue
Bixby, OK 74008

AKRS
127 W. NEEDLES

**WARRANTY DEED
STATUTORY LIMITED LIABILITY COMPANY**

File No.: 18-07-1414A
Sales Price: \$125,000.00
Documentary Stamps: \$187.50
Tax ID No.: 57825-73-24-03210

That Bailey Acres, LLC, a limited liability company (the "Grantor"), in consideration of the sum of TEN & NO/100 Dollars and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto AKRS LLC (the "Grantee"), the following described real property and premises situate in Tulsa County, Oklahoma, to wit:

Lots Fifteen (15), Sixteen (16) and Seventeen (17), Block Nine (9), MIDLAND ADDITION to the Town of Bixby, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 112.

PROPERTY ADDRESS: 127 West Needles Avenue, Bixby, OK 74008

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, and restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto said Grantee, and to the heirs, successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this September _____, 2018.

Bailey Acres, LLC

BY:

Clifford E. Bailey
Clifford E. Bailey, Manager

By:

Janet L. Bulloch
Janet L. Bulloch, Manager

By:

William C. Bailey
William C. Bailey, Manager

STATE OF Oklahoma

COUNTY OF Tulsa

I, the undersigned, a Notary Public, do hereby certify that Clifford E. Bailey, Janet L. Bulloch and William C. Bailey, Managers of Bailey Acres, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27th of September, 2018.

Debbie Richards
Notary Public

My Commission Expires:

(SEAL)



Dreamland Contractors, LLC

904 E Tacoma St. Broken Arrow, OK 74012
(918)955-1710 moho176@gmail.com

ESTIMATE

Date: September 20, 2021

Location/For: Apple Barrel Café on 15225 S Memorial Dr, Bixby, OK 74008

Exterior & Interior Job Description

Interior Work:

- Demolish the ceiling and walls sheetrock that was fire damaged
\$35,000.00
- Demolish vinyl floor, doors, vent hoods, walk-in cooler that was fire damaged
\$20,000.00
- Install two (100 amp) new 3-phase electric panels and wiring the entire building including lights and outlets as needed \$85,000.00
- Install new vent hoods (one 13-ft. vent hood, and one 8-ft vent hood) with fire system and bring up to code \$46,000.00
- Install new vinyl flooring, doors, and bathrooms \$20,000.00
- Raise ceiling height in entire restaurant 4 ft. taller and install new frame and ceiling \$130,000.00
- Construct new walk-in cooler (10x10) \$36,000.00
- Plumb new hot water tank and replumb all the plumbing \$18,000.00
- Update the bathroom to meet handicap accessible codes \$16,000.00
- Install new sheetrock for entire building (1/2 in. for lobby, dining, office, private back-room area, 5/8 fire-coated in all kitchen areas and bathrooms)
\$42,000.00
- Install stainless steel applied to the walls in kitchen areas \$35,000.00

Exterior Work:

- Replace 3 rooftop HVAC units (2 units of 10 tons and 1 unit of 5 ton; total 25 tons) including duct work \$75,000.00
- Install 2,000 sq. ft. of flat roof and roof extension of soffit area (of 740 sq. ft.) (total roof size 2,740 sq. ft.) (type of roof: $\frac{3}{4}$ plywood, 4-inch insulation, torch down asphalt roll roofing) \$47,000.00
- Install new bottom soffit and new siding \$22,000.00

This estimate does not include the sign.

This job includes labor and material. Dreamland Contractors LLC is responsible for Workers Comp., General Liability Insurance, and City Permits. Dreamland is responsible for removing all debris.

Half down due up front	\$-.-
Half down due upon completion of job	\$-.-
Estimate Total for labor and material	
Total amount due upon receipt:	\$627,000.00
	\$627,000.00

Thank You for choosing Dreamland Contractors LLC. We look forward to working with you so that this project can be completed in the safest and swiftest manner as possible.

This estimate is for completing the job as described above. It is based on my evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. If customer requests additional work during the construction, I reserve the right to, charge extra for the work requested or deny the additional work, which could be due to time restraints, safety, or added costs. Please keep in mind, that requesting additional work could bump the estimated completion time back.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2022

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 McLemore Insurance Agency, Inc. 6965 South 69th East Ave P.O. Box 700420 Tulsa OK 74170	CONTACT NAME: Susanne Estrada PHONE (A/C, No, Ext): (918) 743-9868 FAX (A/C, No): (918) 743-6403 E-MAIL ADDRESS: susanne@mclemoreinsurance.com
INSURED Dreamland Contractors, LLC 904 E TACOMA ST BROKEN ARROW OK 74012-9203	INSURER(S) AFFORDING COVERAGE INSURER A: Grain Dealers Mutual Insurance Co INSURER B: CompSource Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL21122121175**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			MPP5786K	12/10/2021	12/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 EPLI \$ 10,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			MPP5786K	12/10/2021	12/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	03177606 21 1	07/01/2021	07/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

Apple Barrel Cafe Bixby LLC
15225 S Memorial Drive

Bixby

OK 74008

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Donna Crawford

From: applebarrelcafe@yahoo.com
Sent: Friday, April 8, 2022 6:44 AM
To: Donna Crawford; Simon Alkhatib; - Obaied
Subject: Bixby FACADE GRANT, DOWNTOWN OVERLAY
Attachments: Facade Grant Application.pdf; Attachment C.pdf; Attachment E.pdf; Attachment J.pdf; Attachment K.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Hi Donna!

Please see attached documents for consideration of facade grant for Apple Barrel Cafe. If you have any questions or need more information please contact us at your convenience.

We appreciate your time and consideration.

Warm Regards,

Apple Barrel Cafe, Bixby

and

Simon Alkhatib
918.814.9678
simon-rjk@hotmail.com

Whereas, the City of Bixby, Oklahoma ("Bixby"), intends on implementing the "Downtown Bixby Façade Grant Program" which would authorize up to \$10,000 in matching grant funding for business structures to upgrade the building facades.

Whereas, the undersigned AKRS, LLC and _____
(state marital status) _____, ("Owner") are/is the owner of the following described property:

Lot(s) 6,7,8,9 & 10, Block 8, Midland Addition an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat thereof. a/k/a (street address) 15225 S. Memorial Drive, Bixby, OK 74008.

Whereas, the owner desires to participate in the "Downtown Bixby Façade Grant Program", subject to the terms and conditions thereof, and does hereby grant to Bixby an Aesthetic Infrastructure Easement for necessary onsite appearance enhancement covering the structure owned by Owner.

This Easement shall terminate on December 31st, 2022, unless extended by action of the Bixby City Council.

Dated this 18 day of April, 202 2.

Owner:

Aiman Simon Alkhatib

City Official:

BGA

Mayor Brian Guthrie

Note: This Easement will not be filed with the County Clerk's Office, and accordingly will not show up on future abstracting.

Dreamland Contractors, LLC

904 E Tacoma St. Broken Arrow, OK 74012

(918)955-1710 moho176@gmail.com

ESTIMATE

Date: September 20, 2021

Location/For: Apple Barrel Café on 15225 S Memorial Dr, Bixby, OK 74008

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\$20,000.00
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\$85,000.00
- Install new vent hoods (one 13-ft. vent hood, and one 8-ft vent hood) with fire system and bring up to code

\$46,000.00
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\$20,000.00
- Raise ceiling height in entire restaurant 4 ft. taller and install new frame and ceiling

\$130,000.00
- Construct new walk-in cooler (10x10)

\$36,000.00
- Plumb new hot water tank and replumb all the plumbing

\$18,000.00
- Update the bathroom to meet handicap accessible codes

\$16,000.00
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REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance Number 2404, Annexation request of a parcel of land located in the South Half of the Northwest Quarter (S/2, NW/4) of Section Seven (7), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:

The applicant requests Annexation into the Corporate Limits of the City of Bixby, Oklahoma

EXHIBITS: Annexation Letter of Request
Legal Description
Annexation Ordinance

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Annexation of the Windrush II development located 13400-block of South Mingo Road

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: City Council



COTTLE ENGINEERING COMPANY, LLC
7409 SOUTH FIRST
BROKEN ARROW, OK 74011

March 28, 2022

Ms. Donna Crawford
City of Bixby – Development Services
Asst. City Planner
116 W. Needles
Bixby, OK 7008

RE: Windrush II – Proposed Annexation

Ms. Crawford:

This letter serves as my petition and application for annexation of the Windrush II development area. The anticipated project schedule and subsequent Council consideration is proposed as follows:

- a) Tulsa County approval of Final Plat – April 2022
- b) Tulsa World, Publication #1 – week of May 30, 2022
- c) Tulsa World, Publication #2 – week of June 6, 2022
- d) Council Application consideration – June 27, 2022

With this application, I am also requesting that all water and sewer taps related to the development are released in accordance with the Council approvals and conditions for connection to the City system.

Attached for your use are the following:

1. Property Legal Description
2. Water Tap – Jan. 14, 2019 BPWA Trustees Meeting Agenda Item, including application
3. Sewer Tap – Jan. 14, 2019 BPWA Trustees Meeting Agenda Item, including application
4. Jan. 14, 2019 BPWA Trustees Meeting Minutes

If you have any questions, comments, or need additional information, please don't hesitate to contact me at 918-344-5899.

Sincerely,

Jared Cottle, P.E.
918-344-5899

cc: File

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2, NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE N01°09'04"W ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING; THENCE N88°32'02"E A DISTANCE OF 210.87 FEET TO A POINT ON THE EXISTING PROPERTY LINE FOR THE CITY OF BIXBY (DOCK. NO. 2011016116) THENCE N05°03'53"W ALONG THE PROPERTY LINE FOR THE CITY OF BIXBY A DISTANCE OF 280.11 FEET; THENCE N15°59'12"W ALONG THE PROPERTY LINE FOR THE CITY OF BIXBY A DISTANCE OF 332.60 FEET; THENCE S87°17'00"W ALONG THE PROPERTY LINE FOR THE CITY OF BIXBY A DISTANCE OF 106.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE S01°09'04"E ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 599.22 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 2.39 ACRES MORE OR LESS.

ORDINANCE NO. 2404

ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF BIXBY,
OKLAHOMA

WHEREAS, on March 28, 2022, the City of Bixby, Oklahoma, received a Petition for Annexation of certain property set forth in Exhibit "A" attached into the City's corporate limits from Jared Cottle, on behalf of Windrush II development.

WHEREAS, said Petition for Annexation was filed pursuant to the provisions of 11 O.S. Sec. 21-105 by the owners of more than three-fourths (3/4) of said property. That no registered voters residing on said property appear in protest.

WHEREAS, Notice of the hearing before the Bixby City Council was published for two consecutive weeks prior to said hearing as required by 11 O.S. Sec. 21-105.

WHEREAS, the Bixby City Council approves said Petition for Annexation into the City of Bixby, Oklahoma corporate limits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, that said property described in Exhibit "A" attached hereto is hereby annexed into the corporate limits of the City of Bixby, Oklahoma.

EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety of the residents of the City of Bixby and, for such reason, this ordinance shall take effect immediately from and after passage and approval.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to wit: _____, YES, _____ NO, _____ ABSTAINING, _____ ABSENT, on this _____ day of _____, 2022.

Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to-wit: _____ YES, _____ NO, _____ ABSTAINING, _____ ABSENT, on the _____ day of _____, 2022.

City Clerk

City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of the Preliminary and Final Plat of The Bridge at Village of Scereno

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:

The applicant is requesting approval of the Preliminary and Final Plat.

This request formalizes the final piece of Phase I of a multi-phase development.

June 26, 2017, the PUD and Rezone were approved by Council, (Ord. #2221).

Sept. 26, 2018, the City received the Oklahoma Department of Environmental Quality permit to extend the water and sanitary sewer to this site.

March 26, 2018, City Council approved the Preliminary Plat.

Oct. 24, 2018, the Earth Change permit was approved and issued for the church site.

Feb. 24, 2020, a Detailed Site Plan & Landscape Plan was approved by City Council.

Nov. 12, 2020, the building permit for the church building was issued.

Heard on June 21, 2022, at the regular Planning Commission meeting and was unanimously approved

EXHIBITS: Planning Commission Staff Report
Preliminary Plat
Final Plat with Deed of Dedication

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Preliminary and Final Plat of the The Bridge at Village of Scereno.

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: City Council

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Village of Scereno

BXPUD-17.04 Village

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN.

Owner / Developer

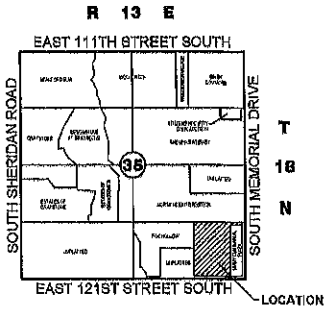
THE BRIDGE CHURCH
11928 SOUTH MEMORIAL DRIVE
BIXBY, OKLAHOMA 74008
PHONE: (918) 384-4330
MR. SCOTT BAKER

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
OEL CITY, OKLAHOMA 74155
PHONE: (918) 809-8263
eb@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2018

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74192
PHONE: (918) 231-0578
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES 6-30-2018



Location Map

SCALE: 1"=200'

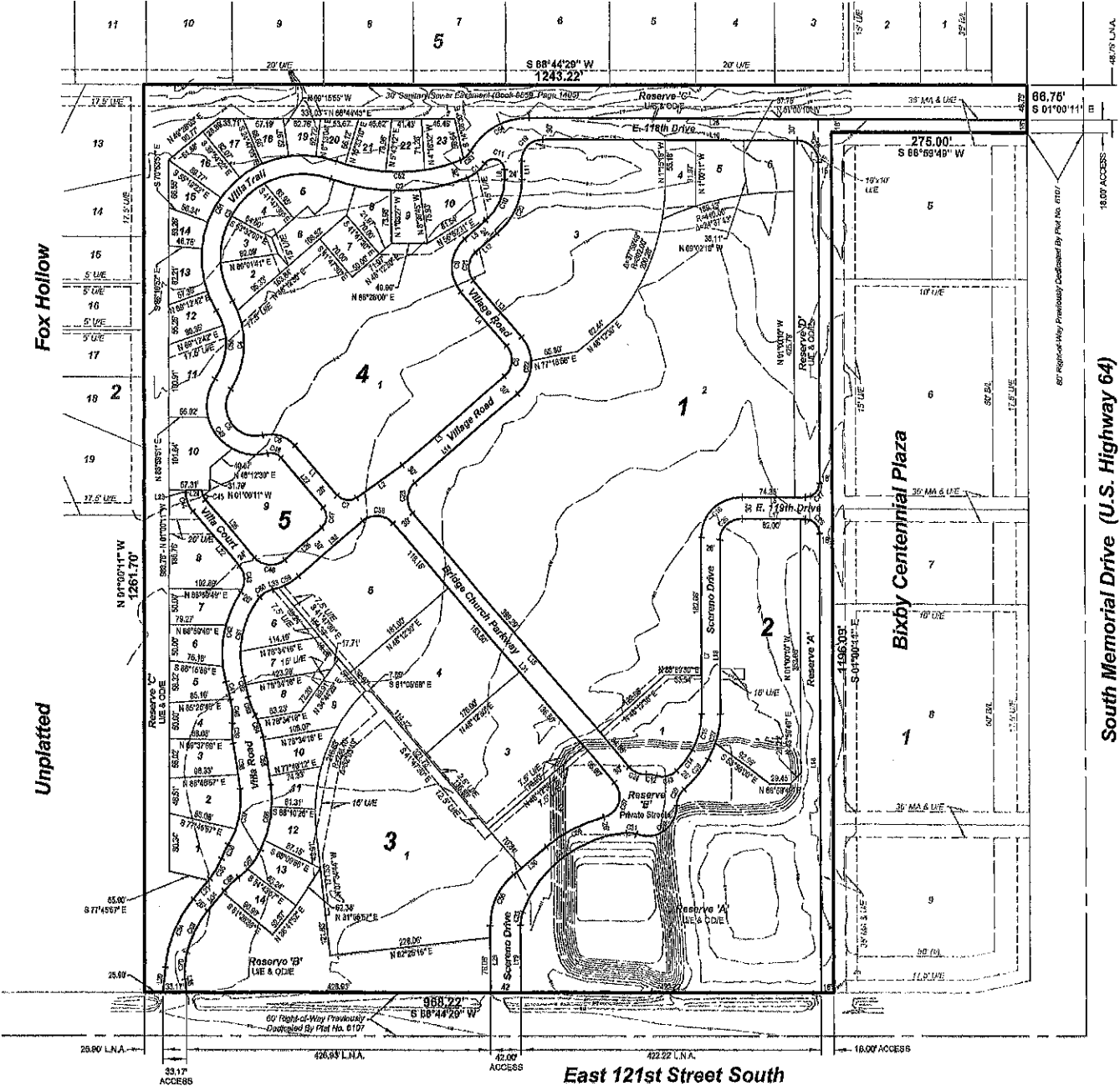
Subdivision Statistics

SUBDIVISION CONTAINS FIFTY-FIVE (55) LOTS
IN FIVE (5) BLOCKS AND FIVE (5) RESERVE AREAS
GROSS SUBDIVISION AREA: 1,239,744.84 SF OR 28.46 ACRES

Curve Table

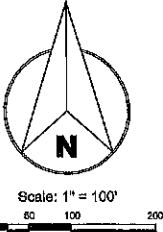
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	33.28'	55.00'	34°38'43.74"	S 60°51'07" W	32.75'
C2	184.75'	277.69'	40°11'07.88"	S 88°16'03" W	180.80'
C3	286.68'	117.00'	140°23'22.72"	S 38°09'56" W	220.16'
C4	128.63'	116.00'	64°34'58.59"	S 00°15'44" W	122.87'
C5	101.23'	42.00'	139°05'58.19"	S 36°28'46" E	78.45'
C6	60.07'	45.00'	63°45'15.14"	S 73°40'08" E	47.53'
C7	29.84'	20.00'	84°54'28.77"	S 84°14'45" E	27.00'
C8	47.12'	30.00'	90°00'00.00"	N 03°12'30" E	42.43'
C9	81.68'	62.00'	90°00'00.00"	N 03°12'30" E	73.54'
C10	84.75'	75.00'	49°27'46.02"	N 23°28'37" E	62.75'
C11	36.02'	15.00'	145°12'58.41"	N 73°51'45" W	28.63'
C12	16.20'	43.00'	20°15'35.62"	S 83°36'19" E	15.13'
C13	32.40'	30.00'	61°53'07.33"	N 75°34'55" E	30.88'
C14	37.08'	137.00'	16°30'33.84"	N 38°53'05" E	36.07'
C15	62.58'	100.00'	30°07'57.80"	N 14°03'48" E	61.58'
C16	87.98'	59.00'	69°55'55.14"	N 43°59'48" E	75.20'
C17	31.42'	20.00'	90°00'00.00"	N 43°59'48" E	28.28'
C18	47.12'	30.00'	90°00'00.00"	N 48°00'11" W	42.43'
C19	47.26'	30.00'	90°15'05.19"	S 43°52'16" W	42.52'
C20	95.47'	99.00'	48°27'46.02"	S 23°28'37" W	82.84'
C21	43.98'	28.00'	90°00'00.00"	S 03°12'30" W	39.60'
C22	97.98'	65.00'	90°00'00.00"	S 03°12'30" W	78.20'
C23	47.12'	30.00'	90°00'00.00"	S 03°12'30" W	42.43'
C24	27.20'	30.00'	61°58'38.57"	S 67°46'48" E	26.28'
C25	31.42'	20.00'	90°00'00.00"	N 48°00'11" W	28.28'
C26	47.12'	30.00'	89°59'58.14"	S 43°59'48" W	42.43'
C27	86.27'	128.00'	30°07'57.80"	S 14°03'48" W	65.50'
C28	54.57'	163.00'	19°10'48.16"	S 36°43'12" W	54.31'
C29	25.72'	30.00'	49°07'46.05"	S 23°44'43" W	24.94'
C30	63.85'	43.00'	111°43'44.07"	S 65°02'42" W	71.18'
C31	14.20'	30.00'	27°07'01.07"	N 82°38'57" W	14.07'
C32	162.28'	172.00'	64°03'08.18"	S 61°45'59" W	182.43'
C33	18.32'	50.00'	20°56'55.65"	S 08°14'27" W	18.22'
C34	103.83'	179.75'	33°05'39.88"	N 21°23'32" E	102.39'
C35	32.68'	100.00'	18°39'52.14"	N 28°36'26" E	32.43'
C36	20.77'	100.00'	11°53'44.60"	N 25°13'28" E	20.73'
C37	61.47'	118.00'	38°33'21.44"	N 11°23'44" E	79.85'
C38	64.18'	1139.33'	3°13'38.96"	N 09°56'48" W	64.17'
C39	27.62'	100.00'	16°48'30.37"	N 03°41'50" W	27.53'
C40	32.62'	100.00'	18°48'26.36"	N 05°11'18" W	32.66'
C41	25.78'	1148.33'	1°17'10.47"	N 16°14'07" W	25.78'
C42	130.47'	161.60'	49°20'31.85"	N 08°47'34" E	126.47'
C43	39.40'	30.00'	75°15'18.87"	N 04°09'50" W	38.63'
C44	28.48'	40.00'	40°47'18.09"	N 21°23'51" W	27.88'
C45	14.24'	20.00'	40°47'18.09"	S 21°23'51" E	13.94'
C46	47.12'	30.00'	90°00'00.00"	S 66°47'30" E	42.43'
C47	31.42'	20.00'	90°00'00.00"	N 03°12'30" E	28.28'
C48	21.14'	19.00'	53°45'15.14"	N 73°40'08" E	20.07'
C49	163.90'	68.00'	138°05'58.19"	N 36°28'46" W	127.01'
C50	100.32'	69.00'	84°34'58.59"	N 00°15'44" E	95.09'
C51	350.39'	143.00'	140°23'22.72"	N 38°09'56" E	289.08'
C52	175.63'	261.59'	40°11'07.88"	N 88°16'03" E	172.93'
C53	19.85'	20.00'	39°12'52.65"	N 48°34'03" E	19.48'
C54	99.54'	58.00'	80°02'12.41"	N 68°58'48" E	95.05'
C55	90.35'	52.00'	60°02'23.83"	N 23°46'48" E	77.82'
C56	90.33'	108.00'	28°08'22.05"	N 01°51'14" E	88.65'
C57	91.11'	30.00'	116°42'55.15"	N 18°33'57" E	51.08'
C58	47.12'	30.00'	90°00'00.00"	N 88°47'30" W	42.43'
C59	41.62'	88.00'	27°43'37.10"	S 82°04'18" W	41.21'
C60	16.89'	30.00'	35°10'56.40"	S 65°03'39" W	19.82'
C61	117.47'	126.60'	63°37'53.49"	S 10°56'16" W	113.23'
C62	28.16'	1174.33'	1°22'31.44"	S 15°11'28" E	28.16'
C63	27.69'	100.00'	15°51'57.69"	S 22°28'09" E	27.60'
C64	32.74'	100.00'	15°46'32.68"	S 20°56'22" E	32.69'
C65	88.65'	1183.33'	3°13'38.96"	S 09°56'48" E	66.66'
C66	02.68'	162.00'	32°46'49.78"	S 08°00'28" W	91.43'
C67	50.58'	100.00'	29°02'39.02"	S 38°55'13" W	50.15'
C68	27.06'	100.00'	15°30'08.80"	S 46°41'22" W	26.97'
C69	65.23'	153.78'	24°18'23.17"	S 25°47'11" W	84.74'
C70	37.52'	100.00'	21°23'08.14"	S 02°56'26" W	37.11'

North Heights Addition



Line Table

LINE	BEARING	DISTANCE
L1	S 41°47'30" E	91.00'
L2	N 63°18'01" E	78.75'
L3	N 48°12'30" E	190.33'
L4	N 41°47'30" W	98.00'
L5	N 48°12'30" E	40.41'
L6	N 01°15'16" W	13.49'
L7	N 01°00'10" W	248.83'
L8	N 88°59'48" E	69.00'
L9	N 01°00'11" W	448.84'
L10	S 88°59'48" W	358.50'
L11	S 01°16'18" E	25.84'
L12	S 48°12'30" W	40.41'
L13	S 41°47'30" E	103.00'
L14	S 48°12'30" W	191.00'
L15	S 41°47'30" E	463.97'
L16	N 01°00'11" W	637.34'
L17	S 88°59'48" W	69.00'
L18	S 01°00'10" E	241.63'
L19	S 01°16'18" E	63.90'
L20	N 04°50'42" E	34.77'
L21	N 37°58'22" E	36.77'
L22	N 41°47'30" W	99.64'
L23	N 01°00'11" W	3.13'
L24	N 88°59'48" E	22.66'
L25	S 41°47'30" E	105.76'
L26	N 48°12'30" E	08.00'
L27	N 41°47'30" W	90.97'
L28	N 88°59'48" E	701.68'
L29	N 01°15'31" W	93.04'
L30	N 48°47'09" E	69.78'
L31	N 41°47'30" W	473.75'
L32	S 48°12'30" W	116.02'
L33	S 78°58'07" W	1.30'
L34	S 37°58'22" E	36.15'
L35	S 07°45'07" E	18.08'



Legend

- B/L -- BUILDING SETBACK LINE
- ODE -- OVERLAND DRAINAGE EASEMENT
- SSE -- SANITARY SEWER EASEMENT
- U/E -- UTILITY EASEMENT
- WLE -- WATER LINE EASEMENT

Notes

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY, OKLAHOMA.

PRELIMINARY PLAT

STATE OF OKLAHOMA }
COUNTY OF TULSA }

I, PAT KEY, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2018.

PAT KEY, TULSA COUNTY CLERK

DEPUTY

Conceptual Improvements Plan

Village of Scereno

BXPUD-17.04 Village

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN.



Scale: 1" = 80'



Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

BXPUD-17.04 Village

The Bridge
at Village of Scereno

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF LOTS TWO (2), THREE (3), FOUR (4) AND TEN (10), BLOCK ONE (1), BIXBY CENTENNIAL PLAZA, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, FILED AS PLAT NO. 6107

Owner / Developer

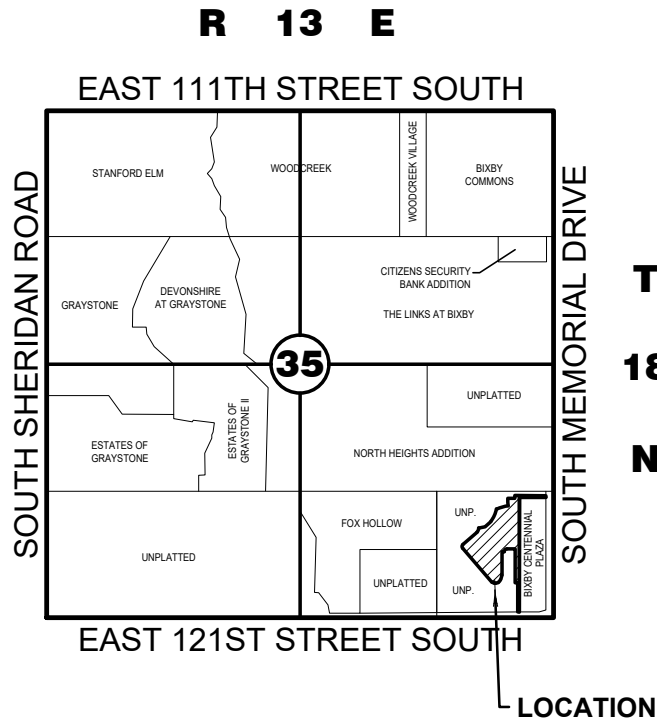
THE BRIDGE CHURCH, INC.
11929 SOUTH MEMORIAL DRIVE
BIXBY, OKLAHOMA 74008
PHONE: (918) 394-4330
MR. SCOTT BAKER

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: a hale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2022

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES 6-30-2022

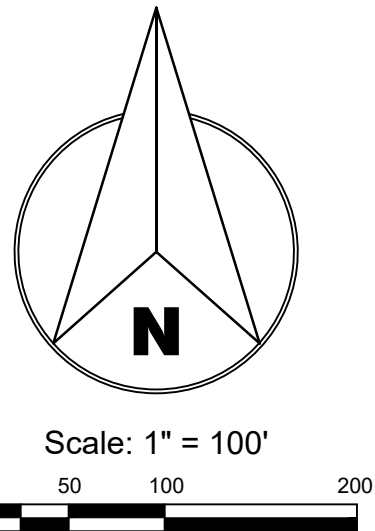


Location Map

SCALE: 1"=2000'

Subdivision Statistics

SUBDIVISION CONTAINS ONE (1) LOT
IN ONE (1) BLOCK AND FOUR (4) RESERVE AREAS
GROSS SUBDIVISION AREA: 302,296.86 SF OR 6.940 ACRES



DRAFT FINAL
PLAT #1

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2022.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby on March _____, 2022.

on _____

MAYOR - VICE MAYOR

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

CITY MANAGER - CITY CLERK

Line Table

LINE	BEARING	DISTANCE
L1	S 01°00'10" E	30.00'
L2	N 88°59'50" E	14.67'
L3	S 88°59'50" W	14.67'
L4	N 88°59'49" E	89.00'
L5	N 01°00'11" W	275.80'
L6	N 01°00'11" W	101.04'
L7	N 88°59'49" E	7.00'
L8	N 01°00'11" W	333.05'
L9	S 01°00'10" E	4.00'

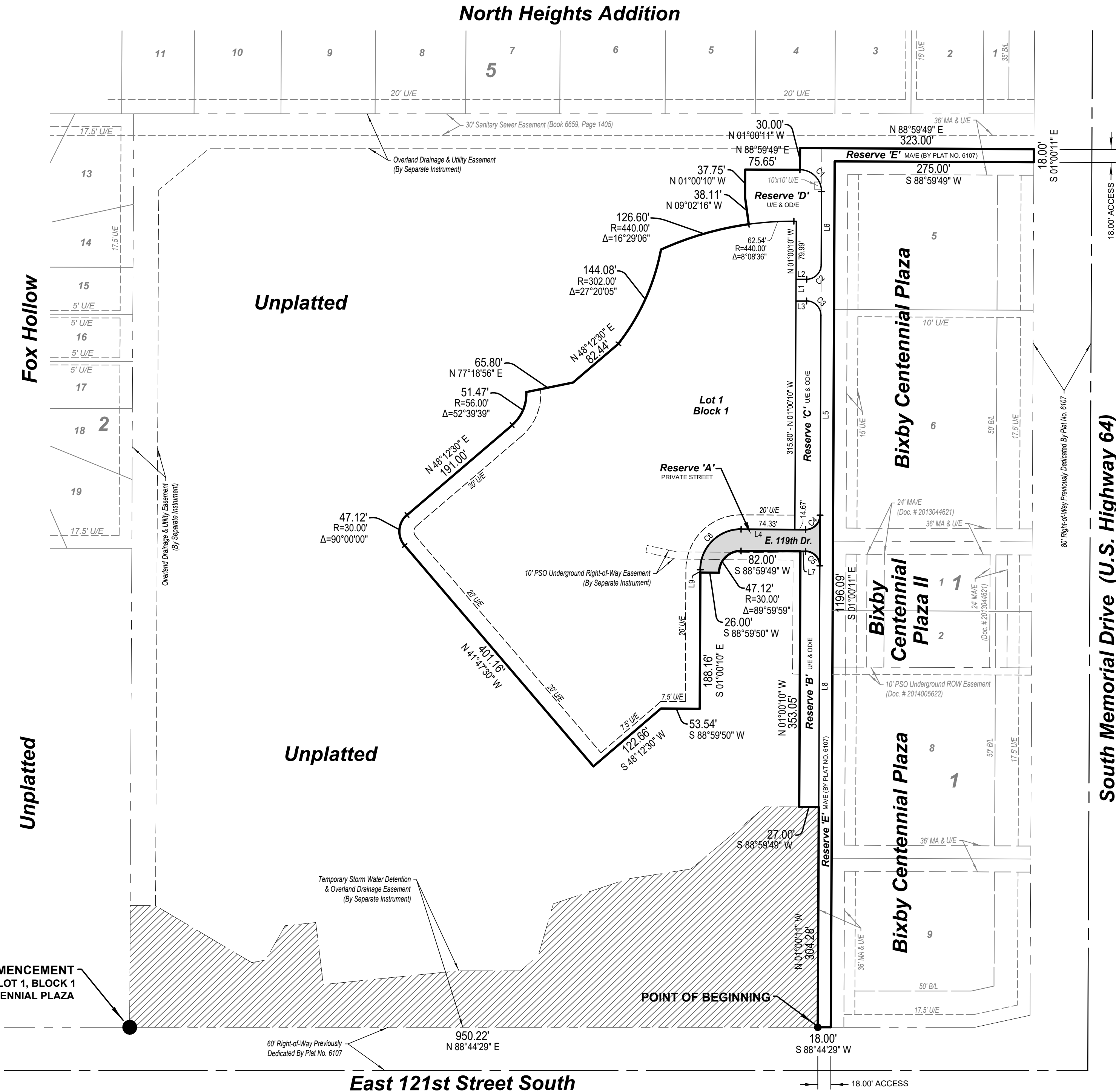
Legend

B/L -- BUILDING SETBACK LINE
OD/E -- OVERLAND DRAINAGE EASEMENT
SS/E -- SANITARY SEWER EASEMENT
U/E -- UTILITY EASEMENT
WL/E -- WATER LINE EASEMENT

Notes

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY, OKLAHOMA.



DEED OF DEDICATION AND RESTRICTIVE COVENANTS

THE BRIDGE AT VILLAGE OF SCERENO (BXPUD-17.04 Village)

KNOW ALL MEN BY THESE PRESENTS:

THE BRIDGE CHURCH, INC., AN OKLAHOMA NOT FOR PROFIT CORPORATION CHURCH, HEREINAFTER REFERRED TO AS THE OWNER/DEVELOPER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF LOTS TWO (2), THREE (3), FOUR (4) AND TEN (10), BLOCK ONE (1), BIXBY CENTENNIAL PLAZA, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, FILED AS PLAT NO. 6107, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE, SAID POINT BEING THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH 01°00'11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 48.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°00'11" EAST 18.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 1; THENCE SOUTH 88°59'49" WEST ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 275.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 01°00'11" EAST AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 1 FOR A DISTANCE OF 1196.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 121st STREET SOUTH, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 88°44'29" WEST ALONG SAID RIGHT-OF-WAY LINE 18.00 FEET; THENCE NORTH 01°00'11" WEST 304.28 FEET; THENCE SOUTH 88°59'49" WEST 27.00 FEET; THENCE NORTH 01°00'10" WEST 353.05 FEET; THENCE SOUTH 88°59'49" WEST 82.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CHORD LENGTH OF 42.43 FEET, A CHORD BEARING OF SOUTH 43°59'49" WEST AND AN ARC LENGTH OF 47.12 FEET; THENCE SOUTH 88°59'50" WEST 26.00 FEET; THENCE SOUTH 01°00'10" EAST 188.16 FEET; THENCE SOUTH 88°59'50" WEST 53.54 FEET; THENCE SOUTH 48°12'30" WEST 122.66 FEET; THENCE NORTH 41°47'30" WEST 401.16 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CHORD LENGTH OF 42.43 FEET, A CHORD BEARING OF NORTH 03°12'30" EAST AND AN ARC LENGTH OF 47.12 FEET; THENCE NORTH 48°12'30" EAST 191.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CHORD LENGTH OF 49.68 FEET, A CHORD BEARING OF NORTH 21°52'40" EAST AND AN ARC LENGTH OF 51.47 FEET; THENCE NORTH 77°16'56" EAST 55.80 FEET; THENCE NORTH 48°12'30" EAST 82.44 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 302.00 FEET, A CHORD LENGTH OF 142.72 FEET, A CHORD BEARING OF NORTH 23°04'30" EAST AND AN ARC LENGTH OF 144.08 FEET; THENCE NORTHEASTERLY ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET, A CHORD LENGTH OF 126.16 FEET, A CHORD BEARING OF NORTH 72°36'39" EAST AND AN ARC LENGTH OF 126.60 FEET; THENCE NORTH 09°02'16" WEST 38.11 FEET; THENCE NORTH 01°00'10" WEST 37.75 FEET; THENCE NORTH 88°59'49" EAST 75.65 FEET; THENCE NORTH 01°00'11" WEST 30.00 FEET; THENCE NORTH 88°59'49" EAST A DISTANCE OF 323.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 288,333.2 SQUARE FEET OR 6.62 ACRES.

BASIS FOR BEARINGS ARE PER THE RECORDED PLAT "BIXBY CENTENNIAL PLAZA", PLAT NO. 6107.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, AND 4 RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE BRIDGE AT VILLAGE OF SCERENO", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND RIGHTS-OF-WAY

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT (VILLAGE OF SCERENO) FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING WATER LINES, SANITARY SEWER, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, AND GAS LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THAT THE OWNER/DEVELOPER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

A. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY NOT BE LOCATED WITHIN THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL DWELLINGS AND/OR BUILDINGS WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH DWELLINGS AND/OR BUILDING AS MAY BE LOCATED UPON THE LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR DWELLING AND/OR BUILDING, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE DWELLING AND/OR BUILDING.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION, INCLUDING EASEMENTS DEPICTED WITHIN RESERVE AREAS 'A', 'B', 'C', 'D' AND 'E', OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

B. WATER AND SANITARY SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY SEWER LOCATED ON HIS LOT.

2. WITHIN UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON COMPLETION OF A PUBLIC WATER MAIN AND SANITARY SEWER OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN AND SANITARY SEWER SHALL BE PROHIBITED.

3. THE CITY OF BIXBY PUBLIC WORKS, HEREINAFTER REFERRED TO AS "THE CITY", OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

4. THE CITY, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER AND SANITARY SEWER FACILITIES OWNED BY IT.

5. WHERE PUBLIC WATER LINES AND SANITARY SEWER MAINS ARE LOCATED UNDER PAVEMENT, THE CITY OF BIXBY SHALL HAVE THE RIGHT TO REMOVE SAID PAVEMENT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER AND SANITARY SEWER FACILITIES, PROVIDED, HOWEVER, THE CITY OF BIXBY SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES. ANY COSTS ASSOCIATED WITH THE REMOVAL AND REPLACEMENT OF SAID PAVEMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATION.

6. THE FOREGOING COVENANTS CONCERNING THE WATER LINE AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. OVERLAND DRAINAGE EASEMENTS

1. OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF BIXBY OR ITS SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS AND MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.

2. NO BUILDING, STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF BIXBY.

3. OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE PROPERTY OWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

a. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

b. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOVED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF BIXBY OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION AND THE COST THEREOF SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE PROPERTY, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF VILLAGE OF SCERENO, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS

PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SANITARY, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. RESERVE AREA 'A' (PRIVATE STREETS)

RESERVE AREA 'A' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A MUTUAL ACCESS EASEMENT, UTILITY EASEMENT, OPEN SPACE, RECREATION, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES, AND SUBDIVISION IDENTIFICATION SIGNS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNER IN THE BRIDGE AT VILLAGE OF SCERENO.

THE MUTUAL ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION. SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

THIS AREA IS ALSO RESERVED FOR CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE AS SET FORTH WITHIN SECTION IV THEREOF.

G. RESERVE AREAS 'B', 'C' AND 'D'

RESERVE AREAS 'B', 'C' AND 'D' ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING OVERLAND DRAINAGE EASEMENTS, UTILITY EASEMENTS, OPEN SPACE, RECREATION, LANDSCAPING, WALLS AND STRUCTURES, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE THE VILLAGE OF SCERENO PROPERTY OWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE AS SET FORTH WITHIN SECTION IV THEREOF.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO VILLAGE OF SCERENO WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (I.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, VILLAGE OF SCERENO WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS BXPUD-17.04 VILLAGE) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, BXPUD-17.04 VILLAGE WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON MAY 15, 2017 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, STATE OF OKLAHOMA, ON JUNE 28, 2017, THE IMPLEMENTING ORDINANCE NO. 2221 BEING ADOPTED AND PUBLISHED ON JUNE 28, 2017, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, STATE OF OKLAHOMA.

SECTION III. ARCHITECTURAL REVIEW COMMITTEE

1. NO BUILDING, FENCE, WALL OR LANDSCAPING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, LANDSCAPING PLANS, AND SPECIFICATIONS FOR ALL BUILDINGS TO BE BUILT, AND LANDSCAPING TO BE INSTALLED, ARE ON FILE WITH THE "VILLAGE OF SCERENO" ARCHITECTURAL COMMITTEE. INITIALLY TO BE "THE BRIDGE CHURCH, INC." MEMBERS OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE THE VILLAGE OF SCERENO ARCHITECTURAL COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. ANY CHANGES TO PLANS ON FILE WITH THE ARCHITECTURAL COMMITTEE OR ANY ADDITIONAL NEW PLANS WILL NEED WRITTEN APPROVAL BEFORE CONSTRUCTION MAY BEGIN.

2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF BUILDING OR LANDSCAPING PLANS FOR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE WHEN ONE-HUNDRED PERCENT (100%) OF THE BUILDINGS ON THE LOTS HAVE BEEN BUILT. THEREAFTER, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS' ASSOCIATION HEREAFTER PROVIDED FOR.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/DEVELOPER OF THE BRIDGE AT VILLAGE OF SCERENO FORMED A PROPERTY OWNERS' ASSOCIATION WHICH IS THE PRINCIPLE PROPERTY OWNERS' ASSOCIATION AFFECTING AND INCLUDING EACH OWNER OF A LOT OF RECORD WITHIN THE SUBDIVISION. THE VILLAGE OF SCERENO PROPERTY OWNERS' ASSOCIATION SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND ARE TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

ANY OWNER OF A LOT IN VILLAGE OF SCERENO SHALL AUTOMATICALLY BECOME A MEMBER OF THE PROPERTY OWNERS' ASSOCIATION. MEMBERSHIP OF THE PROPERTY OWNERS' ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN VILLAGE OF SCERENO. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES THAT HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, OTHER THAN CONTRACT SELLERS.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN VILLAGE OF SCERENO SHALL BE SUBJECT TO ASSESSMENT BY THE VILLAGE OF SCERENO PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF COMMON AREAS OF THE VILLAGE OF SCERENO SUBDIVISION, WHICH CONSIST OF RESERVE AREAS 'A', 'B', 'C' AND 'D' AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND THE BYLAWS OF THE PROPERTY OWNERS' ASSOCIATION.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, EASEMENTS AND RIGHTS-OF-WAY, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN VILLAGE OF SCERENO AND THE CITY OF BIXBY AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN VILLAGE OF SCERENO SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT OR A PROPERTY OWNERS' ASSOCIATION FORMED FOR THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY A PROPERTY OWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, EASEMENTS AND RIGHTS-OF-WAY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, THE COVENANTS WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE

AMENDED AT ANY TIME WITH APPROVAL BY THE CITY OF BIXBY PLANNING COMMISSION AND BIXBY CITY COUNCIL. THE COVENANTS WITHIN SECTION III, ARCHITECTURAL REVIEW COMMITTEE AND SECTION IV, PROPERTY OWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY THE LOT OWNER. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

SECTION VI. GUIDING PRINCIPLES - MISSION, VISION, VALUES AND CULTURE

THE BRIDGE CHURCH, INC. DEDICATES THIS LAND AND CREATES THE DEVELOPMENT, KNOWN AS THE VILLAGE OF SCERENO TO FULFILL ITS BROADER PURPOSE WITHIN THE COMMUNITY, GUIDED BY THEIR MISSION, VISION, VALUES AND CULTURE FOR THE DEVELOPMENT. THE BRIDGE CHURCH'S INTENT IS FOR ALL WHO CONSIDER ESTABLISHING A PRESENCE ONSITE, IN BUSINESS, MINISTRY OR HOME-LIFE, DO SO IN CONSIDERATION OF THESE TOUCHSTONES FOR THE VILLAGE COMMUNITY. THERE IS NO DEMAND UPON ANYONE CONSIDERING BECOMING A PART OF THE VILLAGE TO ADOPT THEM AS THEIR OWN. THE BRIDGE CHURCH INTENDS INSTEAD FOR EACH TO EVALUATE HOW THEIR OWN GUIDING PRINCIPLES COOPERATE TO HELP FULFILL THE BRIDGE CHURCH'S VISION, AND HOW THE BRIDGE CHURCH MAY HELP FULFILL THEIR OWN VISION FOR THEIR BUSINESS, MINISTRY AND LIVES. IN SO DOING, WE ARE ALL STRONGER AND MORE EFFECTIVE IN FULFILLING OUR PURPOSES FOR THE COMMUNITY.

A. MISSION

EXPAND OUR INFLUENCE TO THOSE WITHIN OUR REACH AND GIVE THEM REAL OPPORTUNITY TO DISCOVER AND EMBRACE SUSTAINABLE GOD-HONORING LIFE-CHANGE.

B. VISION

TAKING ADVANTAGE OF THE BEST ELEMENTS OF THE CHURCH, MINISTRY AND MINISTRY PURPOSED BUSINESSES, WORKING IN RELATIONSHIP TOGETHER TO:

1. CREATE A VILLAGE WHERE BUSINESS, MINISTRY AND DAILY LIVING THRIVE.
2. DEVELOP RELATIONSHIPS, STRATEGIES AND PROCESSES WITH BUSINESSES TO MINISTER TO THE GREATEST NEEDS OF THE COMMUNITY.
3. SERVE THE COMMUNITY WITH BUSINESS AND MINISTRY EXCELLENCE TO BRING GREATER GLORY TO GOD AND GREATER SIGNIFICANCE TO OUR COMMUNITY, ASSOCIATES, EMPLOYEES AND VOLUNTEERS.

C. VALUES

AS CHRISTIANS, OUR VALUES ARE DERIVATIVES OF WHO WE ARE IN CHRIST JESUS, WHAT WE TRULY BELIEVE ABOUT HIM AND ABOUT US. THEY REPRESENT THE THINGS WE WILL DEFEND ABOVE ALL ELSE. OUR BELIEFS DETERMINE WHAT WE VALUE, AND WHAT WE VALUE DETERMINES OUR BEHAVIORS. DON'T COPY THE BEHAVIOR AND CUSTOMS OF THIS WORLD, BUT LET GOD TRANSFORM YOU INTO A NEW PERSON BY CHANGING THE WAY YOU THINK. THEN YOU WILL LEARN TO KNOW GOD'S WILL FOR YOU, WHICH IS GOOD AND PLEASING AND PERFECT." (ROMANS 12:2 NLT)

1. LOVE (HIM AND OTHERS)
2. HONOR & GLORIFY GOD (IN ALL WE DO)
3. IMPACT (MAKING A SIGNIFICANT DIFFERENCE IN OTHERS LIVES AND THEIR ETERNITY)
4. UNITY (WORKING TOGETHER IN ALL MINISTRY FOR HIM; ONE GOD, ONE SAVIOR AND ONE CHURCH)
5. INTEGRITY & AUTHENTICITY (LIVING AN AUTHENTIC FULLY INTEGRATED LIFE WHERE FAITH IS BEING LIVED OUT AT CHURCH, HOME, WORK, AND COMMUNITY)
6. STEWARDSHIP & GENEROSITY (FREELY AND JOYOUSLY GIVING TIME, TALENT AND RESOURCES INTENTIONALLY AS GOD LEADS)
7. EXCELLENCE (GIVING EVIDENCE OF HIS GREATNESS)
8. HUMILITY & ACCEPTANCE (THINKING MORE HIGHLY OF OTHERS THAN OURSELVES; GIVING ENCOURAGEMENT, AFFIRMATION AND ALWAYS SEEING OTHERS AS GOD SEES THEM)
9. EMPOWERMENT & SERVICE (LOVING THE PERSON REGARDLESS OF BEHAVIOR; GIVING FREEDOM TOGETHER WITH RESPONSIBILITY TO SERVE EXCEPTIONALLY)
10. GROWTH (DEVELOPING TOGETHER, HELPING EACH OTHER GROW TO FULLY BECOME WHO HE SAYS WE ARE)

D. CULTURE

OUR VALUES REPRESENT HOW WE'RE STRIVING TO BEHAVE (OUR CULTURE). THE CULTURE WE STRIVE FOR IS EMPOWERMENT (FREEDOM WITH RESPONSIBILITY) COUPLED WITH RELATIONAL TRANSPARENCY (TRUTH IN LOVE) WITH EACH OTHER, AND DEPENDENCY ON THE LORD. WE WORK TOGETHER (IN UNITY) TO MAKE A SIGNIFICANT DIFFERENCE (IMPACT) IN THE LIVES AND ETERNITY OF OTHERS. MISTAKES AREN'T USED TO CONDEMN OR BERATE PEOPLE. THEY ARE USED AS AN OPPORTUNITY TO PICK THEM UP, DUST THEM OFF, ENCOURAGE THEM AND LEARN FROM IT. WE ARE A LEARNING ORGANIZATION THAT USES EVERY SITUATION TO HELP US DEVELOP (GROW) AND BE MORE EFFECTIVE (EXCELLENT), AND, WE ENCOURAGE CONSTANT FEEDBACK (FROM PARTNERS, ASSOCIATES, LEADERSHIP, MEMBERS, EMPLOYEES, VOLUNTEERS AND NEIGHBORS).

IN WITNESS WHEREOF:

THE BRIDGE CHURCH, INC., AN OKLAHOMA NOT FOR PROFIT CORPORATION CHURCH, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF MARCH, 2022.

THE BRIDGE CHURCH, INC.
AN OKLAHOMA NOT FOR PROFIT CORPORATION CHURCH

BY: _____
SCOTT BAKER, EXECUTIVE PASTOR

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF MARCH, 2022, PERSONALLY APPEARED SCOTT BAKER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS EXECUTIVE PASTOR, THAT HE EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA NON FOR PROFIT CORPORATION CHURCH, FOR THE USES AND PURPOSE THEREIN SET FORTH.

S. ASHLEY MCCARTY
MY COMMISSION EXPIRES: 8/13/2022
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE BRIDGE AT VILLAGE OF SCERENO", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)



BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF MARCH, 2022, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT HE EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2022
MY COMMISSION NUMBER: 14005589



REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Preliminary Plat for Ellis Ranch (BXPT-22.10) located on the south side of East 161st Street South and South Memorial Drive, Section 26, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Zoning Code, Preliminary Plat

BACKGROUND:

The applicant is requesting a Preliminary Plat approval for Development Area B of Ellis Ranch with the required lot widths, dwelling size, and first-floor exterior materials at 75% masonry which complies with the PUD which was approved Oct. 25, 2021.

Heard on June 21, 2022, at the regular Planning Commission meeting and was unanimously approved

EXHIBITS: Planning Commission Staff Report
Conceptual Site Plan
City of Bixby Development Area Location Map
Preliminary Plat by Tanner Consulting, LLC
Conceptual Utility Plan by Tanner Consulting, LLC
Engineering Review Comments

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Preliminary Plat of Ellis Ranch

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Tuesday, June 21, 2022
Name: Ellis Ranch
RE: Ellis Ranch Preliminary Plat – BXPT-22.10 of BXPUD-21.11
Location: South side of East 161st Street South and South Memorial Drive
STR: Section 26, Township 17N, Range 13E
Applicant: Tanner Consulting, LLC

Site Stats:

Acres: 90.773 +/-	Min. Lot Width: 60 ft	Min. Land Area DU: 8,400 sf	Min. Lot Size: 6,900 sf
Number of Lots: 204	Number of Blocks: 10	Reserve Areas: 1	Min. Dwelling Size: 1700 sf

Request:

Tanner Consulting, LLC, is requesting Preliminary Plat approval for Ellis Ranch BXPT-22.10, Development Area B.

Existing Zoning; Use:

Residential Single-Family (RS-3); Vacant

Abutting Zoning; Use:

North: (AG) Agriculture; Vacant
(CS) Commercial Shopping; Vacant
East: (AG) Agriculture; Vacant
(CS) Commercial Shopping; Vacant
(RMH) Residential Manufactured Home; Mobile Home Park
(RS-3) Residential Single-Family; Vacant
South: (AG) Agriculture; Vacant
West: (AG) Agriculture; Vacant



Exhibit A: City of Bixby Development Area Location Map

Staff Review:

Planned Unit Development BXPUD-21.11 approved Oct. 25, 2021, reflecting lot widths at 60ft and 1700 sq. ft. minimum dwelling size.

The applicant is requesting a Preliminary Plat approval for Development Area B of Ellis Ranch with the required lot widths, dwelling size, and first-floor exterior materials at 75% masonry. The proposed development is consistent with development patterns on adjacent and surrounding properties.

Utilities/Site Area:

Water:

- There is a 12” water main running North/South on the East side of S. Memorial Drive.
- There is an 8” water main running North/South on the West side of S. Memorial Drive located at the Northeast corner of the property.
- There is a 12” water main running East/West on the North side of E. 161st Street South and it crosses to the SW/corner of the intersection.

Sanitary Sewer:

- There is a 21” sanitary sewer main running East/West on the South side of E. 161st Street South.

Planning Review Comments:

The Ellis Ranch development standards for the proposed Preliminary Plat of Development Area B comply with the Planned Unit Development approved by Council on Oct.25, 2021.

Engineering Review Comments:

Please see attached memo dated June 13, 2022

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

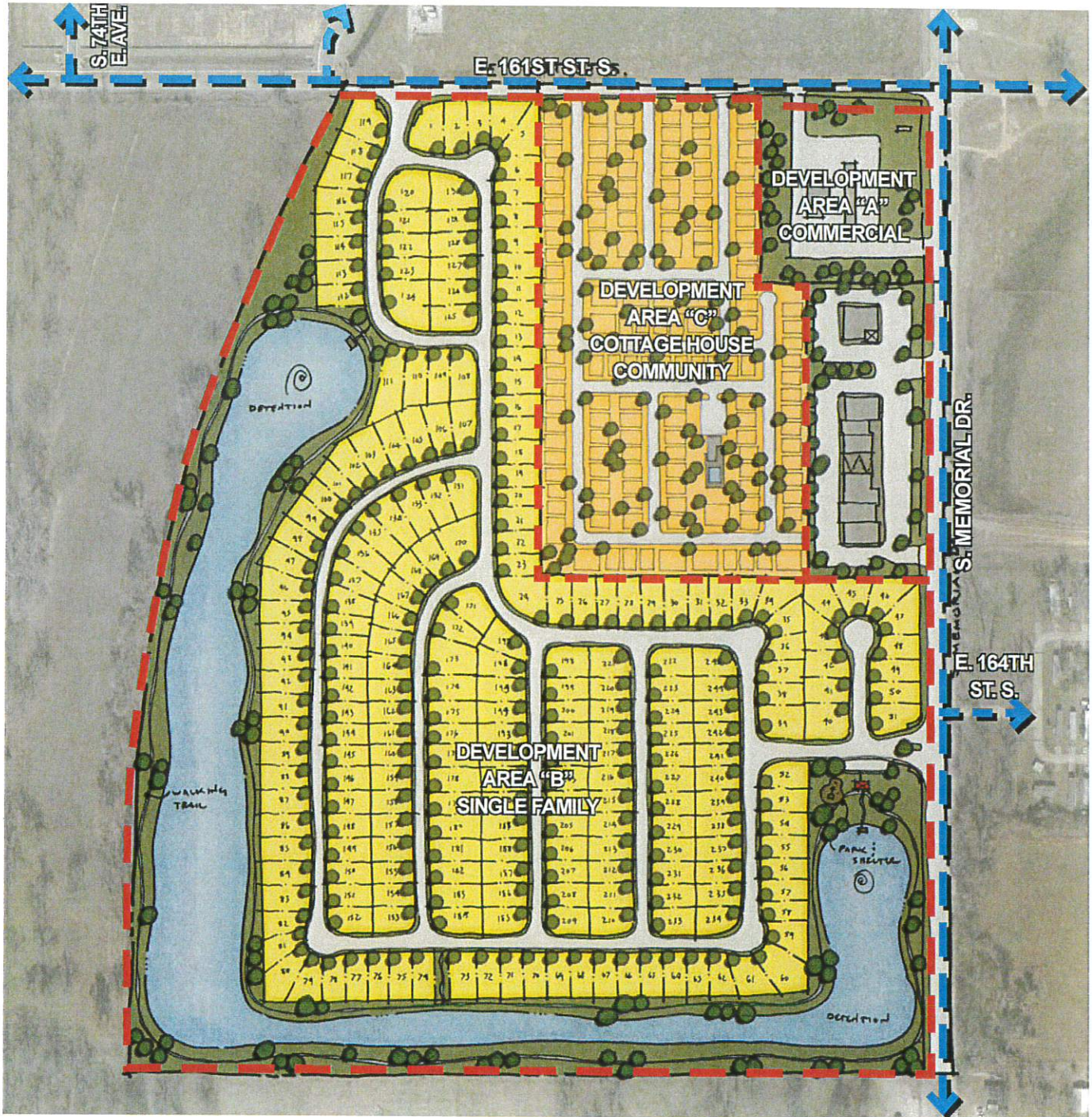
Staff supports Planning Commission recommendation for approval of the requested Preliminary Plat with Planning and Engineering comments implemented to the Plat before moving to Council.

Exhibits:	Exhibit A:	City of Bixby Development Area Location Map
	Exhibit B:	Preliminary Plat by Tanner Consulting, LLC
	Exhibit C:	Conceptual Utility Plan by Tanner Consulting, LLC
	Exhibit D:	Engineering Review Comments

161st & Memorial

EXHIBIT B

CONCEPTUAL SITE PLAN
CONCEPTUAL LAYOUT DATED AUGUST 4, 2021

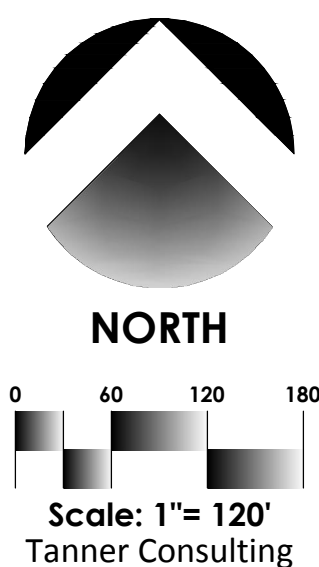




GROSS SUBDIVISION AREA: 90.773 ACRES

BXPUD-21.11

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY
	EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT

GOVERNMENT
LIMITS OF NO ACCESS
OVERLAND DRAINAGE
EASEMENT
RESERVE
RIGHT-OF-WAY
UTILITY EASEMENT
ADDRESS ASSIGNED
FOUND MONUMENT
SET MONUMENT
(SEE NOTE 2)

10618 South Winston Court
Tulsa Oklahoma 74137
Phone: (918) 298-6700

5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORDLENGTH(CH)	CHORDANG(CD)
1	47.12°	300.0°	90°00'00"	N46°24'43"W	42.43°
2	47.12°	300.0°	89°59'53"	N43°35'17"E	42.43°
3	109.33°	500.0°	12°31'40"	N45°11'11"E	109.11°
4	120.26°	550.0°	12°31'40"	N45°11'11"E	120.02°
5	240.52°	550.0°	25°03'21"	N1°24'39"W	238.61°
6	218.65°	500.0°	25°03'21"	N1°24'39"W	216.92°
7	109.33°	500.0°	12°31'41"	N7°40'30"W	109.11°
8	120.26°	550.0°	12°31'41"	N7°40'30"W	120.02°
9	39.27°	25.0°	90°00'00"	N43°35'21"E	35.36°
10	39.27°	25.0°	90°00'00"	N46°24'39"W	35.36°
11	111.65°	250.0°	25°35'21"	N75°47'40"E	110.73°
12	89.32°	200.0°	25°35'21"	N75°47'40"E	88.58°
14	101.23°	200.0°	29°00'00"	N48°30'00"E	100.15°
15	184.58°	300.0°	35°15'07"	N16°22'27"E	181.68°
16	153.82°	250.0°	35°15'07"	N16°22'27"E	151.40°
17	39.27°	25.0°	90°00'00"	N46°15'07"W	35.36°
18	142.89°	50.0°	36°52'12"	N7°10'59"E	15.81°
19	166.89°	25.0°	163°44'23"	N46°15'07"W	98.99°
20	118.89°	25.0°	36°52'12"	N46°15'07"W	15.81°
21	39.27°	25.0°	90°00'01"	N43°44'53"E	35.36°
22	39.27°	25.0°	90°00'00"	N43°44'53"E	35.36°
23	39.27°	25.0°	90°00'01"	N46°15'06"W	35.36°
24	16.09°	25.0°	36°52'12"	N72°49'01"W	15.81°
25	142.89°	50.0°	163°44'23"	N43°44'53"E	98.99°
26	16.09°	25.0°	36°52'13"	N19°41'12"W	15.81°
27	39.24°	25.0°	89°56'02"	N46°13'06"W	35.33°
28	142.83°	50.0°	163°40'23"	N46°13'07"W	98.99°
29	16.09°	25.0°	36°52'12"	N70°22'48"E	15.81°
30	39.30°	25.0°	90°04'00"	N43°46'53"E	35.38°
31	39.24°	25.0°	89°56'00"	N46°13'07"W	35.33°
32	29.00°	25.0°	66°27'15"	N34°28'44"W	27.40°
33	274.20°	175.0°	89°46'27"	N46°17'53"W	247.00°
34	178.15°	225.0°	45°21'57"	N45°01'23"W	174.03°
35	34.88°	25.0°	79°56'12"	N62°18'30"W	32.12°
36	34.88°	25.0°	79°56'31"	N38°33'36"E	32.12°
37	130.95°	95.0°	78°58'30"	N38°14'09"E	120.82°
38	201.91°	145.0°	79°46'58"	N38°38'22"E	185.99°
39	47.16°	30.0°	90°04'00"	N46°13'07"W	42.45°
40	47.09°	30.0°	89°56'00"	N43°46'53"E	42.40°

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. 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:
 - (a) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;
 - (b) CHISELED 'X' FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'06" WEST.
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 161ST STREET SOUTH AND SOUTH MEMORIAL DRIVE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
6. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

Preliminary Plat
BXPUD-21.11
Ellis Ranch

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NE/4; THENCE SOUTH 88°36'36" WEST AND ALONG THE SOUTH LINE OF THE NE/4, FOR A DISTANCE OF 72.18 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°36'36" WEST AND CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 2173.07 FEET; THENCE NORTH 1°57'28" WEST FOR A DISTANCE OF 485.00 FEET; THENCE NORTH 1°53'18" EAST FOR A DISTANCE OF 537.00 FEET; THENCE NORTH 6°47'18" EAST FOR A DISTANCE OF 435.00 FEET; THENCE NORTH 18°32'19" EAST FOR A DISTANCE OF 760.00 FEET; THENCE NORTH 24°56'19" EAST FOR A DISTANCE OF 525.00 FEET TO A POINT ON THE NORTH LINE OF SAID NE/4; THENCE NORTH 88°35'21" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 550.00 FEET; THENCE SOUTH 1°24'39" EAST FOR A DISTANCE OF 1318.00 FEET; THENCE NORTH 88°48'54" EAST FOR A DISTANCE OF 1047.62 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE; THENCE SOUTH 1°11'06" EAST AND ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1315.17 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 3,954,072 SQUARE FEET, OR 90.773 ACRES.

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) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;
- (2) CHISELED 'X' FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'06" WEST.

151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "ELLIS RANCH", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY ADJACENT TO THE SUBDIVISION AND DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES, INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

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

- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

- THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

- ALL WATER LINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

- THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

- EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION"), AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

- THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. STORMWATER DRAINAGE AND DETENTION EASEMENTS

- THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER AND ACROSS RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
- THE STORMWATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.

- THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF RESERVE A, WHICH IS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH OWNER SHALL BE THE OWNER/DEVELOPER UNTIL SUCH TIME AS RESERVE A, CONTAINING THE EASEMENTS, IS CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE EASEMENT AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENT SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

- IN THE EVENT THE OWNER OF RESERVE A, WHICH IS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A, WHICH IS SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVE A, OR ANY PART THEREOF CONTAINING THE EASEMENT AREA, TO THE ASSOCIATION. IN THE EVENT THE OWNER OF RESERVE A, WHICH IS SUBJECT TO THE EASEMENT, FAILS TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF RESERVE A, OR ANY PART THEREOF SUBJECT TO THE EASEMENT; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON EACH ASSOCIATION MEMBER'S RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE A IS HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, SIDEWALKS AND/OR TRAILS, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), FORMED PURSUANT TO SECTION IV. HEREOF. IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, RESERVE A AND THE PRIVATE FACILITIES AND IMPROVEMENTS THEREIN LOCATED, ARE INTENDED TO BE AND ARE HEREBY DECLARED TO BE AND ARE RESERVED FOR USE BY THE OWNERS OF THE LOTS WITHIN ADDITIONAL RESIDENTIAL DEVELOPMENT(S) THAT DEVELOPER, ITS SUCCESSORS AND ASSIGNS MAY DEVELOP FROM TIME TO TIME INCLUDING, WITHOUT LIMITATION, THAT ADJACENT RESIDENTIAL DEVELOPMENT OF APPROXIMATELY 20.529 ACRES LYING TO THE EAST AND NORTH OF THE SUBDIVISION, CORRESPONDING WITH PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.11 DEVELOPMENT AREA C, AND TENTATIVELY KNOWN AS "SOUTHERN FARMS". ALL THE OWNERS OF THE LOTS WITHIN SUCH ADDITIONAL DEVELOPMENT(S) SHALL BE SHALL CONTRIBUTE TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF SUCH COMMON AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS, ACCORDING TO AGREEMENT(S) BETWEEN THE OWNER/DEVELOPER AND THE OWNER(S) OF SUCH ADDITIONAL RESIDENTIAL DEVELOPMENT(S) INCLUDING, WITHOUT LIMITATION, SAID "SOUTHERN FARMS".

B. MAINTENANCE

- ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE IMPROVEMENTS AND RECREATIONAL FACILITIES LOCATED THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW) AS PROVIDED IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA OR SUBDIVIDED PART THEREOF BY THE OWNER/DEVELOPER TO THE ASSOCIATION.
- ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT EAST 161ST STREET SOUTH AND SOUTH MEMORIAL DRIVE RIGHTS-OF-WAY, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE ASSOCIATION (AS DEFINED BELOW). AT A MINIMUM, THE GRASS-COVERED AREAS OF THE RESERVE AREAS AND ADJACENT RIGHT-OF-WAY SHALL BE MOWED EVERY 7 - 10 DAYS DURING THE GROWING SEASON.
- IN THE EVENT ANY RESERVE AREA OWNER FAILS TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW), AS SET FORTH IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION (AS DEFINED BELOW), PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

C. INDEMNIFICATION OF OWNER AND CITY

EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

Preliminary Plat
BXPUD-21.11

Ellis Ranch

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SECTION III. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.11 ("161ST & MEMORIAL") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-21.11 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON OCTOBER 18, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 25, 2021, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2366) APPROVED OCTOBER 25, 2021, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

NOW, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-21.11, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS, AND DEVELOPMENT STANDARDS OF BXPUD-21.11 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON OCTOBER 25, 2021.

B. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B (ALL OF "ELLIS RANCH")

GROSS LAND AREA:	4,048,113 SF	92.932 AC
NET LAND AREA:	3,953,205 SF	90.753 AC
PERMITTED USES:	USE UNIT 6 SINGLE-FAMILY DWELLINGS ON INDIVIDUAL LOTS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.	
MAXIMUM NUMBER OF DWELLING UNITS:	283	
MINIMUM LOT WIDTH †:	60 FT	
MINIMUM LOT SIZE:	6,900 SF	
MINIMUM LAND AREA PER DWELLING UNIT:	8,400 SF *	
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT **	
OFF-STREET PARKING AND YARD COVERAGE:	MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD WIDTH OR AREA.	
MINIMUM LIVABILITY SPACE:	3,000 SF ***	
MINIMUM YARD SETBACKS:		
FRONT YARD:	20 FT	
REAR YARD:	15 FT	
SIDE YARD (INTERIOR):	5 FT	
SIDE YARD ABUTTING A STREET:	15 FT	
GARAGE FACING SIDE YARD STREET:	20 FT	
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN THE RS-3 DISTRICT	
MINIMUM DWELLING SIZE:	1,700 SF	
FIRST FLOOR EXTERIOR MATERIALS:	75% MASONRY ****	
* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-7I-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.		
** ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.		
*** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.		

**** MASONRY SHALL INCLUDE BRICK, NATURAL OR MANUFACTURED STONE, AND STUCCO. CEMENTITIOUS FIBER IS AN APPROVED ALTERNATIVE. MASONRY SHALL BE APPLIED TO A MINIMUM OF THREE (3) BUILDING SIDES. MINIMUM MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES.

† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.

C. DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREAS

1. ACCESS AND CIRCULATION

STREETS SERVING 161ST & MEMORIAL ARE PROPOSED TO BE PUBLIC, WITH THE EXCEPTION OF THE GATED COTTAGE HOUSE COMMUNITY, WHICH WILL BE SERVED BY PRIVATE STREETS. HOWEVER, THE SINGLE-FAMILY RESIDENTIAL DEVELOPMENT WITHIN DEVELOPMENT AREA B WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH AND NO SIDEWALKS, OR SIDEWALKS ON ONE SIDE OF THE STREET. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

EXCEPT AS OTHERWISE PROVIDED IN THIS PUD, SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

2. SIGNS

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE ARTERIAL STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE WILL BE INTEGRATED WITH THE LANDSCAPED ENTRIES AND CONTAINED WITHIN RESERVE AREAS OR EASEMENTS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. RESIDENTIAL SIGNAGE SHALL OTHERWISE COMPLY AND ALL COMMERCIAL SIGNAGE SHALL COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. WITHIN DEVELOPMENT AREAS B AND C, THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS AND DWELLING UNITS CONTAINED WITHIN THE PLAT.

NO BUILDING PERMIT SHALL BE ISSUED WITHIN DEVELOPMENT AREA A UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BIXBY STAFF AS BEING IN COMPLIANCE WITH THIS PUD.

WHEN FULLY PLATTED, NOT LESS THAN 18 ACRES OF 161ST & MEMORIAL SHALL BE PRESERVED AS OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS.

4. CITY DEPARTMENT REQUIREMENTS

STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY SHALL BE MET.

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "ELLIS RANCH", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THIS SUBDIVISION, AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, TRANSFEREES, SUCCESSORS, AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. IF ANY LOT OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.11 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-21.11 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION II. RESERVE AREAS AND SECTION IV. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION II. OR IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS, OR CONDITIONS.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON OCTOBER 25, 2021, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022.

151 BIXBY LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

[TITLE]

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 151 BIXBY LLC TO THE FOREGOING INSTRUMENT, AS ITS _____, AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF 151 BIXBY LLC FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

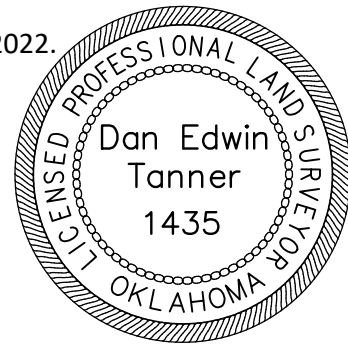
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "ELLIS RANCH", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2022.



BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2022, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

Ellis Ranch
SHEET 1 OF 1

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Preliminary Plat for Ellis Ranch Commercial Corner (BXPT-22.11) located on the south side of East 161st Street South and South Memorial Drive, Section 26, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Zoning Code, Preliminary Plat

BACKGROUND:

The applicant is requesting a Preliminary Plat approval for Development Area A of Ellis Ranch Commercial Corner. The PUD was approved by Council on Oct. 25, 2021 and being located within the Corridor Appearance District, a site plan will be required to be brought back for review.

Heard on June 21, 2022, at the regular Planning Commission meeting and was unanimously approved

EXHIBITS: Planning Commission Staff Report
Conceptual Site Plan
City of Bixby Development Area Location Map
Preliminary Plat by Tanner Consulting, LLC
Conceptual Utility Plan by Tanner Consulting, LLC
Engineering Review Comments

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Preliminary Plat of Ellis Ranch Commercial Corner

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Tuesday, June 21, 2022
Name: Ellis Ranch Commercial Corner
RE: Ellis Ranch Commercial Corner Preliminary Plat – BXPT-22.11 of BXPUD-21.11
Location: South side of East 161st Street South and South Memorial Drive
STR: Section 26, Township 17N, Range 13E
Applicant: Tanner Consulting, LLC

Site Stats:

Acres: 10.878 +/-	Min. Arterial St. Frontage: 100 ft	Min. Non-Arterial Frontage: 50 ft	Max. Floor Area Ratio: 0.75
No. of Lots: 1	No. of Blocks: 1	Max. Bldg. Height: 40 ft or 2 stories	Max Bldg. Floor Area: 440,865 sf

Request:

Tanner Consulting, LLC, is requesting Preliminary Plat approval for Ellis Ranch BXPT-22.11, Development Area A.

Existing Zoning; Use:

Commercial General District (CG); Vacant

Abutting Zoning; Use:

North: (AG) Agriculture; Vacant
(CS) Commercial Shopping; Vacant
East: (CS) Commercial Shopping; Vacant
(RMH) Residential Manufactured Home; Mobile Home Park
(RS-3) Residential Single-Family; Vacant
South: (RS-3) Residential Single-Family; Vacant
West: (RS-3) Residential Single-Family; Vacant



Exhibit A: City of Bixby Development Area Location Map

Staff Review:

The City Council approved Planned Unit Development BXPUD-21.11 on Oct. 25, 2021. The exceptions specified by the PUD are; dry cleaning/laundry within Use Unit 15; golf, Frisbee golf, tennis, and water slide uses, and outdoor recreation and amusement activities. The proposed development would be consistent with development patterns on adjacent and surrounding properties.

Utilities/Site Area:

Water:

- There is a 12” water main running North/South on the East side of S. Memorial Drive.
- There is an 8” water main running North/South on the West side of S. Memorial Drive located at the Northeast corner of the property.
- There is a 12” water main running East/West on the North side of E. 161st Street South and it crosses to the SW/corner of the intersection.

Sanitary Sewer:

- There is a 21” sanitary sewer main running East/West on the South side of E. 161st Street South.

Planning Review Comments:

The Ellis Ranch development standards for the proposed Preliminary Plat of Development Area A comply with the Planned Unit Development approved by Council on Oct.25, 2021.

Engineering Review Comments:

Please see attached memo dated June 10, 2022.

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

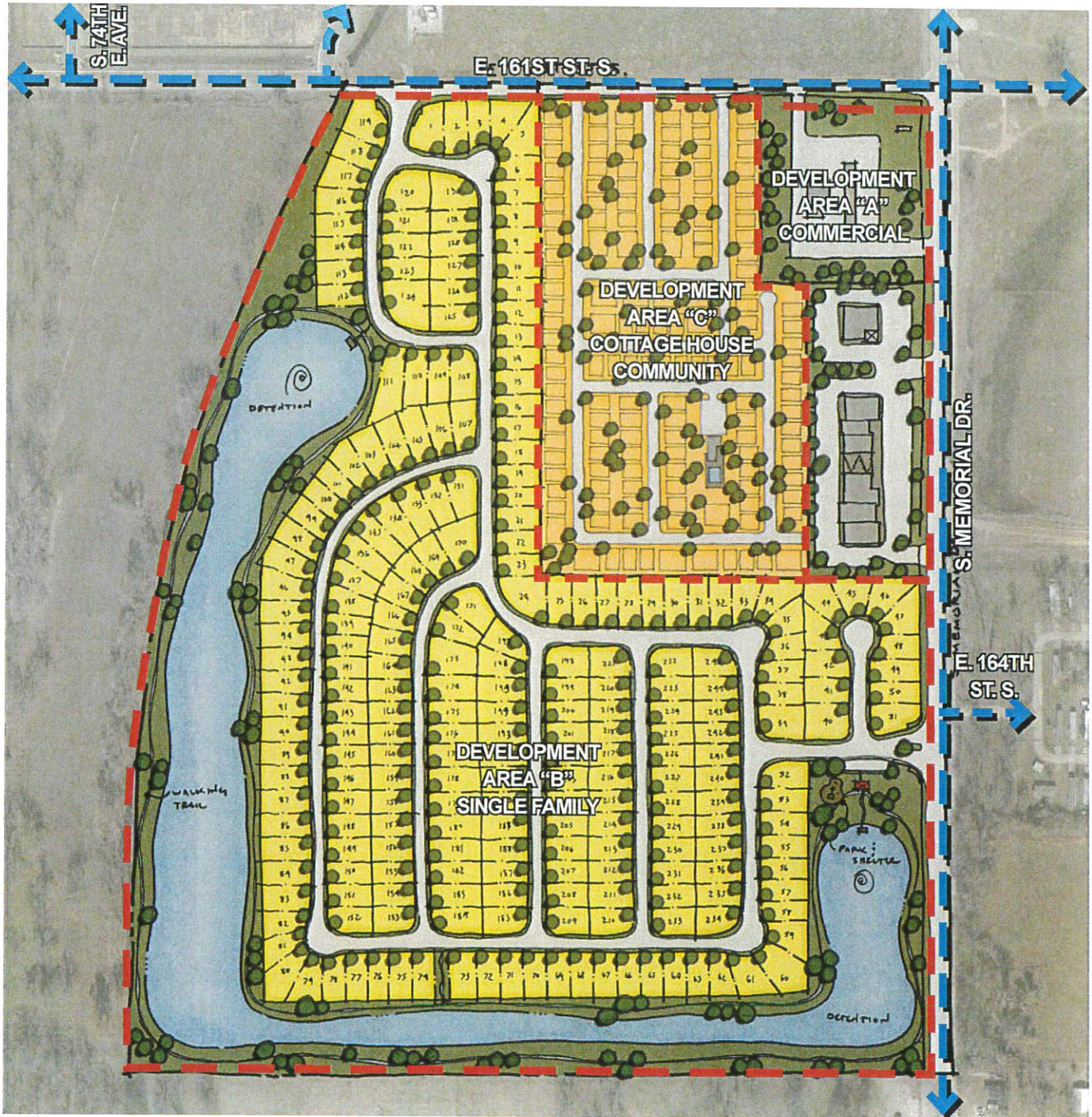
Staff supports Planning Commission recommendation for approval of the requested Preliminary Plat with Planning and Engineering comments implemented to the Plat before moving to Council.

Exhibits:	Exhibit A:	City of Bixby Development Area Location Map
	Exhibit B:	Preliminary Plat by Tanner Consulting, LLC
	Exhibit C:	Conceptual Utility Plan by Tanner Consulting, LLC
	Exhibit D:	Engineering Review Comments

161st & Memorial

EXHIBIT B

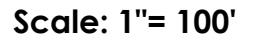
CONCEPTUAL SITE PLAN
CONCEPTUAL LAYOUT DATED AUGUST 4, 2021



BXPUD-21.11

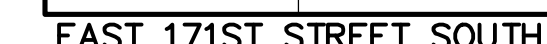
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

Phone: (918) 745-9939



LEGEND

- SET MONUMENT



Location Map



IN ONE (1) BLOCKS

Notes:

6. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.



Preliminary Plat
BXPUD-21.11

Ellis Ranch

COMMERCIAL CORNER

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE SOUTH 88°35'21" WEST AND ALONG THE NORTH LINE OF THE NE/4, FOR A DISTANCE OF 72.37 FEET; THENCE SOUTH 1°24'39" EAST FOR A DISTANCE OF 49.14' TO THE POINT OF BEGINNING;

THENCE SOUTH 1°11'06" EAST ALONG THE PRESENT WEST RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE FOR A DISTANCE OF 1272.99 FEET; THENCE SOUTH 88°48'54" WEST FOR A DISTANCE OF 317.61 FEET; THENCE NORTH 1°24'39" WEST FOR A DISTANCE OF 790.36 FEET; THENCE SOUTH 88°48'54" WEST FOR A DISTANCE OF 130.00 FEET; THENCE NORTH 1°24'39" WEST FOR A DISTANCE OF 505.25 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF EAST 161ST STREET SOUTH; THENCE SOUTH 87°09'23" EAST, AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 329.07 FEET; THENCE NORTH 88°34'51" EAST, AND CONTINUING ALONG THE SOUTH RIGHT-OF-WAY, LINE FOR A DISTANCE OF 124.47 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 473,846 SQUARE FEET, OR 10.878 ACRES.

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) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;
- (2) CHISELED 'X' FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'06" WEST.

151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK AND STREETS AND HAS DESIGNATED THE SAME AS "ELLIS RANCH COMMERCIAL CORNER", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AS "EAST 161ST STREET SOUTH" AND FURTHER DEDICATES TO THE PUBLIC FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED, HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY ADJACENT TO THE SUBDIVISION AND DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES, INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- ALL WATER LINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
- THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT OR SUBDIVIDED PART THEREOF WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO OWNER OF A LOT OR SUBDIVIDED PART THEREOF SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR SUBDIVIDED PART THEREOF. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED OWNER OF A LOT OR SUBDIVIDED PART THEREOF AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR SUBDIVIDED PART THEREOF SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

Preliminary Plat
BXPUD-21.11

Ellis Ranch

COMMERCIAL CORNER

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SECTION II. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.11 ("161ST & MEMORIAL") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-21.11 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON OCTOBER 18, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 25, 2021, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2366) APPROVED OCTOBER 25, 2021, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

NOW, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-21.11, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-21.11 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON OCTOBER 25, 2021.

A. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA A (ALL OF "ELLIS RANCH COMMERCIAL CORNER")

GROSS LAND AREA:	587,820 SF	13.494 AC
NET LAND AREA:	474,118 SF	10.884 AC
PERMITTED USES:	USES PERMITTED AS A MATTER OF RIGHT AND IN THE CS COMMERCIAL SHOPPING CENTER DISTRICT (EXCEPT AS SPECIFIED BELOW); DRY CLEANING/LAUNDRY WITHIN USE UNIT 15; GOLF, FRISBEE GOLF, TENNIS, AND WATER SLIDE USES AND OUTDOOR RECREATION AND AMUSEMENT ACTIVITIES, NEC WITHIN USE UNIT 20; AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. EXCLUDED USES: ALL USES CLASSIFIED AS "SEXUALLY ORIENTED" WITHIN THE CITY OF BIXBY ZONING CODE (SECTION 11-7D-6), MEGA EVENTS, RESIDENTIAL TREATMENT CENTERS, AND TRANSITIONAL LIVING CENTERS WITHIN USE UNIT 5, AND MEDICAL MARIJUANA DISPENSARIES WITHIN USE UNIT 13.	
MAXIMUM FLOOR AREA RATIO:	0.75	
MAXIMUM BUILDING FLOOR AREA:	440,865 SF	
MAXIMUM BUILDING HEIGHT:	2 STORIES OR 40 FT	
MINIMUM ARTERIAL STREET FRONTAGE:	100 FT *	
MINIMUM NON-ARTERIAL STREET FRONTAGE:	50 FT *	
MINIMUM BUILDING SETBACKS:		
FROM ARTERIAL STREET RIGHT-OF-WAY:	25 FT	
FROM NON-ARTERIAL STREET RIGHT-OF-WAY:	10 FT	
FROM DEVELOPMENT AREA B AND C BOUNDARIES:	10 FT **	
FROM ALL OTHER BOUNDARIES:	0 FT	
MINIMUM AND MAXIMUM PARKING RATIOS:	PER ZONING CODE ***	
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN CS DISTRICT	
* ANY INTERIOR LOT HAVING NO STREET FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BIXBY DURING PLATTING REVIEW.		
** PLUS 2 FEET SETBACK FOR EACH 1 FOOT OF BUILDING HEIGHT EXCEEDING 15 FEET.		
*** MINIMUM AND MAXIMUM PARKING MAY BE MODIFIED IF A SITE PLAN IS SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION.		

B. DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREAS

1. ACCESS AND CIRCULATION

STREETS SERVING 161ST & MEMORIAL ARE PROPOSED TO BE PUBLIC, WITH THE EXCEPTION OF THE

SECTION III. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, TRANSFEREES, SUCCESSORS, AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. IF ANY OWNER OF A LOT OR SUBDIVIDED PART THEREOF THE SUBDIVISION SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT OR SUBDIVIDED PART THEREOF WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.11 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-21.11 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED. OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS, OR CONDITIONS.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON OCTOBER 25, 2021, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022.

151 BIXBY LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

[TITLE]

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF _____, 2022, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 151 BIXBY LLC TO THE FOREGOING INSTRUMENT, AS ITS _____, AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF 151 BIXBY LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

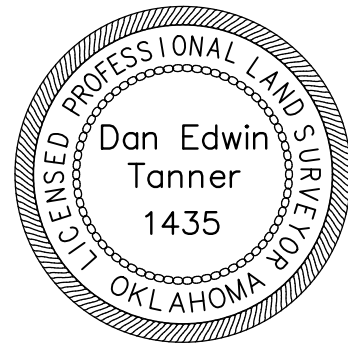
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "ELLIS RANCH", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2022.

BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435



STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE DAY OF _____, 2022, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

Ellis Ranch
SHEET 1 OF 1

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Preliminary Plat for Southern Farms (BXPT-22.12) located on the south side of East 161st Street South and South Memorial Drive, Section 26, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Zoning Code, Preliminary Plat

BACKGROUND:

The applicant is requesting a Preliminary Plat approval for Development Area C of the Planned Unit Development (BXPUD-21.11). The gated “cottage house community” is a lower-density alternative to a traditional apartment living environment. The community consists primarily of detached dwellings, each with its own dedicated parking spaces and yard areas, with all dwellings located on a singular lot of record. The Preliminary Plat complies with the approved PUD.

Heard on June 21, 2022, at the regular Planning Commission meeting and was unanimously approved

EXHIBITS: Planning Commission Staff Report
City of Bixby Development Area Location Map
Preliminary Plat by Tanner Consulting, LLC
Conceptual Utility Plan by Tanner Consulting, LLC
Engineering Review Comments

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Preliminary Plat of Southern Farms

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Tuesday, June 21, 2022
Name: Southern Farms
RE: Southern Farms Preliminary Plat – BXPT-22.12 of BXPUD-21.11
Location: South side of East 161st Street South and South Memorial Drive
STR: Section 26, Township 17N, Range 13E
Applicant: Tanner Consulting, LLC

Site Stats:

Acres: 20.529 +/-	No. Dwelling Units: 162	Min. Lot Width: 600 ft	Min. Land Area DU: 8,400 sf	Min. DU: 1,000 sf
No. of Lots: 1	No. of Blocks: 1	Min. Lot Size: 20 ac	Max Bldg. Height: 35 ft. & 2 stories	1 st Floor Ext. Mat'ls: 75% Masonry

Request:

Tanner Consulting, LLC, is requesting Preliminary Plat approval for Southern Farms BXPT-22.12, Development Area C.

Existing Zoning; Use:

Residential Single-Family (RS-3); Vacant

Abutting Zoning; Use:

North: (AG) Agriculture; Vacant
(CS) Commercial Shopping; Vacant
East: (CG) Commercial General; Vacant
(RMH) Residential Manufactured Home; Mobile Home Park
(RS-3) Residential Single-Family; Vacant
South: (AG) Agriculture; Vacant
West: (RS-3) Residential Single-Family; Vacant



Exhibit A: City of Bixby Development Area Location Map

Staff Review:

The City Council approved Planned Unit Development BXPUD-21.11 on Oct. 25, 2021, which included the gated “cottage house community”. The gated “cottage house community” is a lower-density alternative to a traditional apartment living environment. The community consists primarily of detached dwellings, each with its own dedicated parking spaces and yard areas, with all dwellings located on a singular lot of record.

The following development standards shall apply to the “cottage house community”:

Access to large reserve area within Development Area B

Not less than 15% of the cottage house community shall be community amenity or courtyard areas

Courtyard areas shall be a minimum of 30ft. in width and located between rows of dwellings

No more than three (3) dwelling units may be attached

No more than 25% of total dwelling units may be attached

Unattached dwelling units shall maintain not less than 10ft. of separations from other units

A minimum of two (2) off-street parking spaces are required per unit, onsite or in a shared parking areas

Utilities/Site Area:

Water:

- There is a 12” water main running North/South on the East side of S. Memorial Drive.
- There is an 8” water main running North/South on the West side of S. Memorial Drive located at the Northeast corner of the property.
- There is a 12” water main running East/West on the North side of E. 161st Street South and it crosses to the SW/corner of the intersection.

Sanitary Sewer:

- There is a 21” sanitary sewer main running East/West on the South side of E. 161st Street South.

Planning Review Comments:

The Southern Farms development standards for the proposed Preliminary Plat of Development Area C comply with the Planned Unit Development approved by Council on Oct.25, 2021.

Engineering Review Comments:

Please see attached memo dated June 13, 2022

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

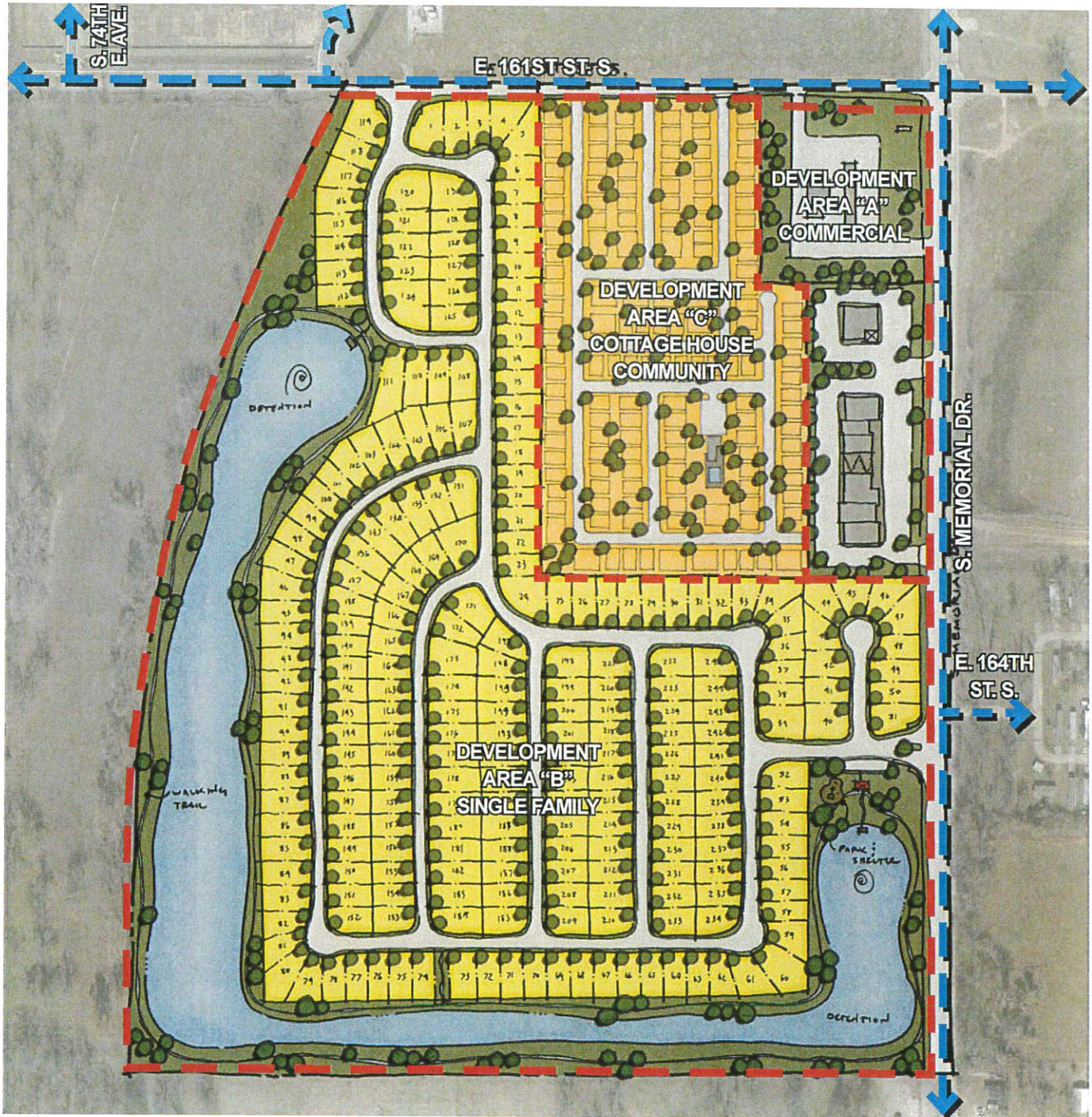
Staff supports Planning Commission recommendation for approval of the requested Preliminary Plat with Planning and Engineering comments implemented to the Plat before moving to Council.

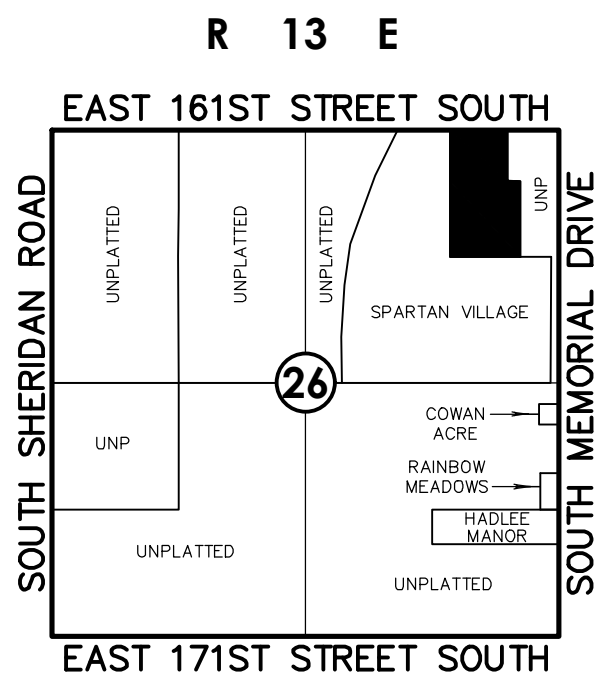
Exhibits:	Exhibit A:	City of Bixby Development Area Location Map
	Exhibit B:	Preliminary Plat by Tanner Consulting, LLC
	Exhibit C:	Conceptual Utility Plan by Tanner Consulting, LLC
	Exhibit D:	Engineering Review Comments

161st & Memorial

EXHIBIT B

CONCEPTUAL SITE PLAN
CONCEPTUAL LAYOUT DATED AUGUST 4, 2021





Location Map

Scale: 1"= 2000'

NORTH

SUBDIVISION CONTAINS:

ONE (1) LOTS

IN ONE (1) BLOCKS

GROSS SUBDIVISION AREA: 20.529 ACRES

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- 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:
 - BASS CAP FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;
 - CHISELED 'X' FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'06" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 161ST STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

OWNER:
151 BIXBY LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
JULIUS PUMA - MEMBER
10618 South Winston Court
Tulsa Oklahoma 74137
Phone: (918) 298-6700

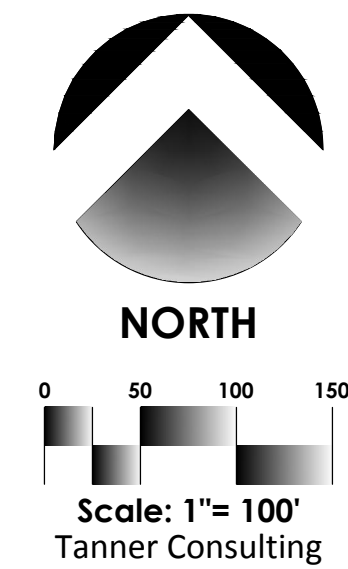
Preliminary Plat

BXPUD-21.11

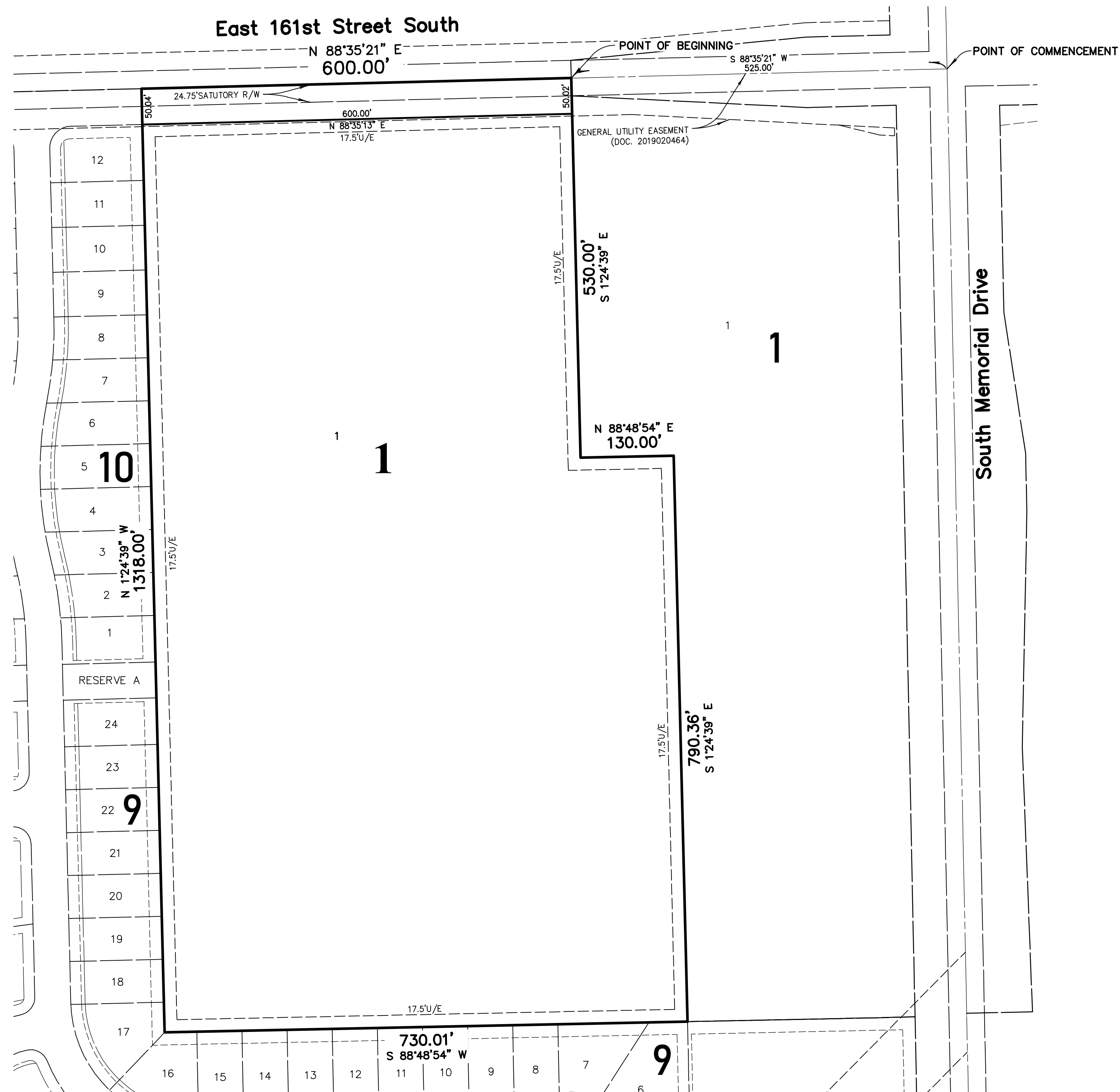
Southern Farms

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



LEGEND	
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)



Preliminary Plat
BXPUD-21.11

Southern Farms

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE SOUTH 88°35'21" WEST AND ALONG THE NORTH LINE OF THE NE/4, FOR A DISTANCE OF 525.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°24'39" EAST FOR A DISTANCE OF 530.00 FEET; THENCE NORTH 88°48'54" EAST FOR A DISTANCE OF 130.00 FEET; THENCE SOUTH 1°24'39" EAST FOR A DISTANCE OF 790.36 FEET; THENCE SOUTH 88°48'54" WEST FOR A DISTANCE OF 730.01 FEET; THENCE NORTH 1°24'39" WEST, FOR A DISTANCE OF 1318.00 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 88°35'21" EAST AND ALONG THE NORTH LINE FOR A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 893,851 SQUARE FEET, OR 20.529 ACRES.

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) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;
- (2) CHISELED 'X' FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'06" WEST.

151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK AND STREETS AND HAS DESIGNATED THE SAME AS "SOUTHERN FARMS", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AS "EAST 161ST STREET SOUTH" AND FURTHER DEDICATES TO THE PUBLIC FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS, PROVIDED, HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY ADJACENT TO THE SUBDIVISION AND DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES, INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- ALL WATER LINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
- THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT OR SUBDIVIDED PART THEREOF WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO OWNER OF A LOT OR SUBDIVIDED PART THEREOF SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR SUBDIVIDED PART THEREOF. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED OWNER OF A LOT OR SUBDIVIDED PART THEREOF AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR SUBDIVIDED PART THEREOF SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

Preliminary Plat
BXPUD-21.11

Southern Farms

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SECTION II. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.11 ("161ST & MEMORIAL") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-21.11 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON OCTOBER 18, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 25, 2021, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2366) APPROVED OCTOBER 25, 2021, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

NOW, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-21.11, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-21.11 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON OCTOBER 25, 2021.

A. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA C (ALL OF "SOUTHERN FARMS")

GROSS LAND AREA:	894,838 SF	20.543 AC
NET LAND AREA:	894,838 SF	20.543 AC
PERMITTED USES:	USE UNIT 6 SINGLE-FAMILY DWELLINGS ON INDIVIDUAL LOTS AND WITHIN A COTTAGE HOUSE COMMUNITY† AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.	
MAXIMUM NUMBER OF DWELLING UNITS:	162	
MINIMUM LOT WIDTH:	600 FT	
MINIMUM LOT SIZE:	20 AC	
MINIMUM LAND AREA PER DWELLING UNIT:	8,400 SF *	
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT **	
OFF-STREET PARKING AND YARD COVERAGE:	MINIMUM TWO (2) ENCLOSED OR UNENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD WIDTH OR AREA.	
MINIMUM LIVABILITY SPACE:	1,000 SF ***	
MINIMUM BUILDING SETBACKS:		
FROM 161ST STREET SOUTH:	25 FT	
FROM DEVELOPMENT AREA A:	15 FT	
FROM DEVELOPMENT AREA B:	11 FT	

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-3 DISTRICT

FIRST FLOOR EXTERIOR MATERIALS: 75% MASONRY ****

- * MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-71-5-A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.
- ** ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.
- *** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-5-C OF THE BIXBY ZONING CODE.
- **** MASONRY SHALL INCLUDE BRICK, NATURAL OR MANUFACTURED STONE, AND STUCCO. CEMENTITIOUS FIBER IS AN APPROVED ALTERNATIVE. MASONRY SHALL BE APPLIED TO A MINIMUM OF THREE (3) BUILDING SIDES. MINIMUM MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES.
- † SEE SECTION III.D. COTTAGE HOUSE COMMUNITY SUPPLEMENTAL DEVELOPMENT STANDARDS.

C. DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREAS

1. ACCESS AND CIRCULATION

STREETS SERVING 161ST & MEMORIAL ARE PROPOSED TO BE PUBLIC, WITH THE EXCEPTION OF THE GATED COTTAGE HOUSE COMMUNITY, WHICH WILL BE SERVED BY PRIVATE STREETS. HOWEVER, THE SINGLE-FAMILY RESIDENTIAL DEVELOPMENT WITHIN DEVELOPMENT AREA B WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH AND NO SIDEWALKS, OR SIDEWALKS ON ONE SIDE OF THE STREET. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

EXCEPT AS OTHERWISE PROVIDED IN THIS PUD, SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

2. SIGNS

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE ARTERIAL STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE WILL BE INTEGRATED WITH THE LANDSCAPED ENTRIES AND CONTAINED WITHIN RESERVE AREAS OR EASEMENTS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. RESIDENTIAL SIGNAGE SHALL OTHERWISE COMPLY AND ALL COMMERCIAL SIGNAGE SHALL COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. WITHIN DEVELOPMENT AREAS B AND C, THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS AND DWELLING UNITS CONTAINED WITHIN THE PLAT.

NO BUILDING PERMIT SHALL BE ISSUED WITHIN DEVELOPMENT AREA A UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BIXBY STAFF AS BEING IN COMPLIANCE WITH THIS PUD.

WHEN FULLY PLATTED, NOT LESS THAN 18 ACRES OF 161ST & MEMORIAL SHALL BE PRESERVED AS OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS.

4. CITY DEPARTMENT REQUIREMENTS

STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY SHALL BE MET.

SECTION III. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, TRANSFEREES, SUCCESSORS, AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. IF ANY OWNER OF A LOT OR SUBDIVIDED PART THEREOF THE SUBDIVISION SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT OR SUBDIVIDED PART THEREOF WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION III. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.11 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-21.11 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS, OR CONDITIONS.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON OCTOBER 25, 2021, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS
____ DAY OF _____, 2022.

151 BIXBY LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
[TITLE]
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

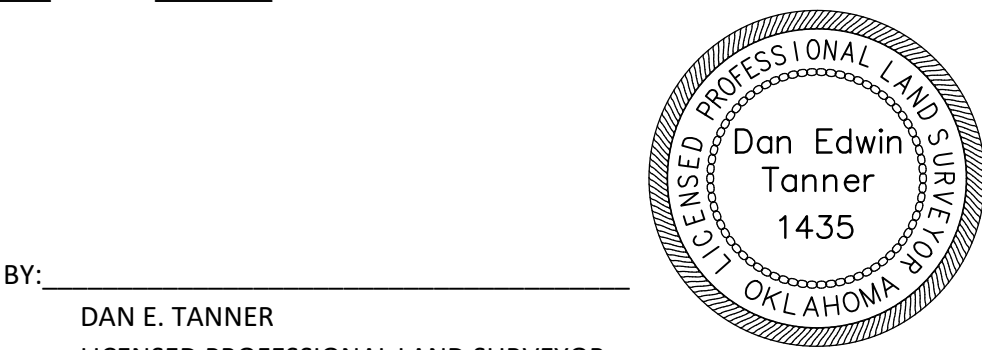
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF _____, 2022, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 151 BIXBY LLC TO THE FOREGOING INSTRUMENT, AS ITS _____, AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF 151 BIXBY LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "SOUTHERN FARMS", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2022.



BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE DAY OF _____, 2022, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

Ellis Ranch
SHEET 1 OF 1

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve School Resource Officer (SRO) contract between the City of Bixby and Bixby Public Schools for one (1) Officer for the 2022-2023 school year.

INITIATOR: Asst. Chief Andy Choate

STAFF INFORMATION SOURCE: Angela Williams

BACKGROUND: A renewal of the 2022-2023 School Resource Officer Contract with the City of Bixby and Bixby Public Schools for the Bixby Police Department to provide two uniformed officers between the hours of 8:00 a.m. to 4:00 p.m. during the 2022-2023 school year. The salary and benefits for the two officers will be provided for by the City of Bixby at 50% and 50% by the Bixby Public Schools.

EXHIBITS: 2022-2023 Contract

KEY ISSUE: SRO Contract

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve 2022-2023 SRO Contract

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: CITY

SCHOOL RESOURCE OFFICER CONTRACT

This contract is made by and between Independent School District Number 4 of Tulsa County, Oklahoma, also known as Bixby Public Schools ("School District"), and the City of Bixby, Oklahoma, a municipal corporation ("City").

RECITALS:

School District desires to contract with the City for the furnishing by the City of law enforcement and school resource officer functions (the "Services") for School District campuses in addition to any other SRO agreement between the School District and the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, School District and the City agree as follows:

1. **SERVICES TO BE PROVIDED BY THE CITY:** The City agrees to provide one (1) additional properly certified, uniformed officers to perform the Services at School District locations and during the hours designated in this Contract. The City will utilize both marked and fully equipped patrol cars and uniformed officers on foot patrol. The City officers will work with School District personnel on a cooperative basis. In addition to the law enforcement security functions, the City officers will be available on each campus to act as a School Resource Officer ("SRO") in conjunction with the required patrol duties. The SRO will provide counseling, education and public speaking services as requested by School District administration, faculty and students.
2. **TERM:** The term of this Contract will commence on August 16, 2022 or three days before the school year begins, whichever is later and will terminate May 19, 2023, or one day after the last day of school, whichever is later. This Contract may be renewed annually upon mutual agreement of the parties.
3. **COMPENSATION:** The City will be responsible for the salaries of the City Employees, including appropriate deductions for taxes, FICA, FUTA and other amounts required by law.

4. **FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM:**

- a. For the 2022-2023 school year, the financing of the One (1) additional City officers will be as follows:

School District	50%	\$ 40,341.90
City	50%	\$ 40,341.90
Total	100%	\$ 80,683.80

- b. The percentages above are of the one officer total salary and fringe benefits. In addition, the City will provide uniforms, sufficient police cars and equipment, and will maintain and operate such vehicles and equipment at its expense for the one officer.
- c. The City will submit monthly invoices to the School District detailing the personnel expenses for the previous month.
5. **SERVICE HOURS:** The City will, at all times during the term of this contract hours set out below, provide one additional (1) officer on duty to perform law enforcement and SRO service on School District campuses as follows:

- a. The officer will work a forty (40) hour shift each week, Monday through Friday, from approximately 8:00 a.m. to 4:00 p.m., or as needed and report directly to the Assistant Chief of Police. The City shall work with the School District and write Post Orders for the officer outlining the officers' duties. Included in the daily Post Orders of the SRO's shall be truancy checks in locations of appropriate jurisdiction as assigned by the School District's Superintendent as well as site assignment.
- b. The City reserves the right to immediately utilize the officers assigned to School District in the event of a natural or manmade disaster or emergency as part of the City's agency-wide response to a disaster or emergency. The City will notify the School District as soon as it is reasonably able to do so about the temporary transfer of the officers to other duties. If such an emergency diversion of officers occurs then the School District will not be required to pay the City for any portion of the diverted officers' salary and benefits during the time of the diversions.
- c. School Resource Officers (SRO) shall not become involved in any roll causing them to act as a disciplinarian on behalf of the School District and will not become involved in any School District administrative actions.

6. **INDEPENDENT CONTRACTOR STATUS:** The City is engaged to provide the services as an independent contractor. In performing the City's Services to the School District under this contract, the one additional (1) officer shall at all times be employees of the City. School District will have no right to direct the City personnel as to whom School District has objections from operations under this Contract. If School District has objections to any City personnel, School District will review those objections with a designated representative of the City.
7. **SCHOOL DISTRICT ADDITIONAL PERSONNEL:** In addition to the personnel to be provided by the City, School District, at its option, shall have the right to engage personnel to provide watchman duties, including watchman duties provided through a private security company. In the event School District elects to engage watchman services either through School District employees or through a private security service, the watchman services will be coordinated with the City personnel. The City shall not be responsible for personnel hired under this section.
8. **MISCELLANEOUS:** This instrument represents the entire understanding between the parties concerning the subject matter. This Contract may be amended only by an instrument in writing mutually signed by the parties. The City will have no right to assign this Contract or subcontract the Services required of the City under this contract.
9. **TERMINATION:** This Contract may be terminated by either party by giving thirty (30) calendar days written notice to the other party. Upon such termination, School District shall pay the City a pro rata payment representing that portion of the annual fee earned by the City through the effective date of the termination. Thereafter, neither party shall have any further financial obligation to the other.
10. **INFORMATION SHARING:** The sharing of information between the Police Department and the District as it relates to students and or juveniles will be done in accordance with Local, State, and Federal law and or guidelines.

11. **INSURANCE:** It is understood and agreed that during the term of this contract and any renewal hereof, the City shall purchase and maintain errors and omissions and general liability insurance at a minimum of the amounts required under the Oklahoma Governmental Tort Claims Act naming the School District, and its officers and employees, as additional insured's and providing insurance coverage for all acts, omissions and services performed by the City officers as described in this contract including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the City shall provide written proof of said coverage prior to execution of this contract and any time thereafter on request of the School District. The insurance provided by the City shall be deemed primary coverage relating to the acts of the officers and not excess.
12. **SEVERABILITY:** The invalidity or unenforceability of any provisions of this contract shall not affect the validity of enforceability of any other provision of this contract.
13. **GOOD FAITH:** The School Board, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this contract. Unforeseen difficulties of questions will be resolved by negotiation between the Superintendent of the School District and the City Manager of the City.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this contract to be signed by their duly authorized officers.

“CITY”
THE CITY OF BIXBY, OKLAHOMA

Todd Blish
Chief of Police
City of Bixby, Oklahoma

Date

Jared Cottle
City Manager, City of Bixby

Date

Mayor, City of Bixby

Date

Attest:

City Clerk, City of Bixby

Date

“SCHOOL DISTRICT”
BIXBY PUBLIC SCHOOLS

Mr. Rob Miller
Superintendent
Bixby Public Schools

Date

President, Board of Education
Bixby Public Schools

Date

Attest:

Clerk, Board of Education
Bixby Public Schools

Date

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve School Resource Officer (SRO) contract between the City of Bixby and Bixby Public Schools for two (2) Officers for the 2022-2023 school year.

INITIATOR: Asst. Chief Andy Choate

STAFF INFORMATION SOURCE: Angela Williams

BACKGROUND: A renewal of the 2022-2023 School Resource Officer Contract with the City of Bixby and Bixby Public Schools for the Bixby Police Department to provide two uniformed officers between the hours of 8:00 a.m. to 4:00 p.m. during the 2022-2023 school year. The salary and benefits for the two officers will be provided for by the City of Bixby at 18% and 82% by the Bixby Public Schools.

EXHIBITS: 2022-2023 Contract

KEY ISSUE: SRO Contract

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve 2022-2023 SRO Contract

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: CITY

SCHOOL RESOURCE OFFICER CONTRACT

This contract is made by and between Independent School District Number 4 of Tulsa County, Oklahoma, also known as Bixby Public Schools ("School District"), and the City of Bixby, Oklahoma, a municipal corporation ("City").

RECITALS:

School District desires to contract with the City for the furnishing by the City of law enforcement and school resource officer functions (the "Services") for School District campuses in addition to any other SRO agreement between the School District and the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, School District and the City agree as follows:

1. **SERVICES TO BE PROVIDED BY THE CITY:** The City agrees to provide two (2) properly certified, uniformed officers to perform the Services at School District locations and during the hours designated in this Contract. The City will utilize both marked and fully equipped patrol cars and uniformed officers on foot patrol. The City officers will work with School District personnel on a cooperative basis. In addition to the law enforcement security functions, the City officers will be available on each campus to act as a School Resource Officer ("SRO") in conjunction with the required patrol duties. The SRO will provide counseling, education and public speaking services as requested by School District administration, faculty and students.
2. **TERM:** The term of this Contract will commence on August 16, 2022 or three days before the school year begins, whichever is later and will terminate May 19, 2023, or one day after the last day of school, whichever is later. This Contract may be renewed annually upon mutual agreement of the parties.
3. **COMPENSATION:** The City will be responsible for the salaries of the City Employees, including appropriate deductions for taxes, FICA, FUTA and other amounts required by law.

4. **FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM:**

- a. For the 2022-2023 school year, the financing of the two City officers will be as follows:

School District	82%	\$ 149,992.98
City	18%	\$ 30,680.38
Total	100%	\$ 170,446.57

- b. The percentages above are of the two officers' total salary and fringe benefits. In addition, the City will provide uniforms, sufficient police cars and equipment, and will maintain and operate such vehicles and equipment at its expense for the two officers.
- c. The City will submit monthly invoices to the School District detailing the personnel expenses for the previous month.
5. **SERVICE HOURS:** The City will, at all times during the term of this contract hours set out below, provide two (2) officers on duty to perform law enforcement and SRO service on School District campuses as follows:

- a. The officer will work a forty (40) hour shift each week, Monday through Friday, from approximately 8:00 a.m. to 4:00 p.m., or as needed and report directly to the Assistant Chief of Police. The City shall work with the School District and write Post Orders for the officer outlining the officers' duties. Included in the daily Post Orders of the SRO's shall be truancy checks in locations of appropriate jurisdiction as assigned by the School District's Superintendent as well as site assignment.
- b. The City reserves the right to immediately utilize the officers assigned to School District in the event of a natural or manmade disaster or emergency as part of the City's agency-wide response to a disaster or emergency. The City will notify the School District as soon as it is reasonably able to do so about the temporary transfer of the officers to other duties. If such an emergency diversion of officers occurs then the School District will not be required to pay the City for any portion of the diverted officers' salary and benefits during the time of the diversions.
- c. School Resource Officers (SRO) shall not become involved in any roll causing them to act as a disciplinarian on behalf of the School District and will not become involved in any School District administrative actions.

6. **INDEPENDENT CONTRACTOR STATUS:** The City is engaged to provide the services as an independent contractor. In performing the City's Services to the School District under this contract, the two (2) officers shall at all times be employees of the City. School District will have no right to direct the City personnel as to whom School District has objections from operations under this Contract. If School District has objections to any City personnel, School District will review those objections with a designated representative of the City.
7. **SCHOOL DISTRICT ADDITIONAL PERSONNEL:** In addition to the personnel to be provided by the City, School District, at its option, shall have the right to engage personnel to provide watchman duties, including watchman duties provided through a private security company. In the event School District elects to engage watchman services either through School District employees or through a private security service, the watchman services will be coordinated with the City personnel. The City shall not be responsible for personnel hired under this section.
8. **MISCELLANEOUS:** This instrument represents the entire understanding between the parties concerning the subject matter. This Contract may be amended only by an instrument in writing mutually signed by the parties. The City will have no right to assign this Contract or subcontract the Services required of the City under this contract.
9. **TERMINATION:** This Contract may be terminated by either party by giving thirty (30) calendar days written notice to the other party. Upon such termination, School District shall pay the City a pro rata payment representing that portion of the annual fee earned by the City through the effective date of the termination. Thereafter, neither party shall have any further financial obligation to the other.
10. **INFORMATION SHARING:** The sharing of information between the Police Department and the District as it relates to students and or juveniles will be done in accordance with Local, State, and Federal law and or guidelines.

11. **INSURANCE:** It is understood and agreed that during the term of this contract and any renewal hereof, the City shall purchase and maintain errors and omissions and general liability insurance at a minimum of the amounts required under the Oklahoma Governmental Tort Claims Act naming the School District, and its officers and employees, as additional insured's and providing insurance coverage for all acts, omissions and services performed by the City officers as described in this contract including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the City shall provide written proof of said coverage prior to execution of this contract and any time thereafter on request of the School District. The insurance provided by the City shall be deemed primary coverage relating to the acts of the officers and not excess.
12. **SEVERABILITY:** The invalidity or unenforceability of any provisions of this contract shall not affect the validity or enforceability of any other provision of this contract.
13. **GOOD FAITH:** The School Board, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this contract. Unforeseen difficulties of questions will be resolved by negotiation between the Superintendent of the School District and the City Manager of the City.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this contract to be signed by their duly authorized officers.

“CITY”

THE CITY OF BIXBY, OKLAHOMA

Todd Blish
Chief of Police
City of Bixby, Oklahoma

Date

Jared Cottle
City Manager, City of Bixby

Date

Mayor, City of Bixby

Date

Attest:

City Clerk, City of Bixby

Date

“SCHOOL DISTRICT”
BIXBY PUBLIC SCHOOLS

Mr. Rob Miller
Superintendent
Bixby Public Schools

Date

President, Board of Education
Bixby Public Schools

Date

Attest:

Clerk, Board of Education
Bixby Public Schools

Date

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve one (1) grant School Resource Officer (SRO) contract between the City of Bixby and Bixby Public Schools for the 2022- 2023 school year.

INITIATOR: Asst. Chief Andy Choate

STAFF INFORMATION SOURCE: Angela Williams

BACKGROUND: An agreement with the City of Bixby and Bixby Public Schools for the Bixby Police Department to provide one uniformed officer between the hours of 8:00 a.m. to 4:00 p.m. during the 2022-2023 school year. The salary and benefits for the officer will be provided for by the City of Bixby through the Department of Justice (DOJ) grant.

EXHIBITS: 2022-2023 SRO Grant Officer Contract

KEY ISSUE: SRO Grant Officer Contract

COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve 2022-2023 SRO Grant Officer Contract

ITEM NO: _____

MEETING DATE: 6/27/2022

MEETING: CITY

SCHOOL RESOURCE OFFICER CONTRACT

This contract is made by and between Independent School District Number 4 of Tulsa County, Oklahoma, also known as Bixby Public Schools ("School District"), and the City of Bixby, Oklahoma, a municipal corporation (the "City").

RECITALS:

School District desires to contract with the City for the furnishing by the City of law enforcement and school resource officer functions (the "Services") for School District campuses in addition to any other SRO agreement between the School District and the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, School District and the City agree as follows:

1. **SERVICES TO BE PROVIDED BY THE CITY:** The City agrees to provide one (1) additional properly certified, uniformed officer to perform the Services at School District locations and during the hours designated in this Contract. The City will utilize both a marked and fully equipped patrol car and uniformed officer on foot patrol. The additional officer will work with School District personnel on a cooperative basis. In addition to the law enforcement functions, the City officer will be available on each campus to act as a School Resource Officer ("SRO") in conjunction with the required patrol duties. The SRO will provide counseling, education and public speaking services as requested by School District administration, faculty and students.
2. **TERM:** The term of this Contract will commence on or before August 16, 2022, upon approval of both parties and will terminate 3 years from the date of acceptance of funding provided by the United States Department of Justice (DOJ) grant. Continuation of this agreement shall also be subject to the City's annual appropriation of matching funds.
3. **COMPENSATION:** The City will be responsible for the salaries of the City Employee, including appropriate deductions required by law.
4. **FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM:** The financing for this position is provided through contributions from DOJ grant funding as

well as in kind funding through the City of Bixby. In addition, the City will provide uniforms, sufficient police car, and equipment, and will maintain and operate such vehicles and equipment at its expense for the officer.

5. **SERVICE HOURS:** The City will, at all times during the term of this contract hours set out below, provide one (1) additional officer on duty to perform law enforcement and SRO service on School District campuses as follows:
 - a. The officer will work a forty (40) hour shift each week, Monday through Friday, from approximately 8:00 a.m. to 4:00 p.m., or as needed and report directly to the Assistant Chief of Police. The City shall work with the School District and write Post Orders for the officer outlining the officers' duties. Included in the daily Post Orders of the SRO's shall be truancy checks in locations of appropriate jurisdiction as assigned by the School District's Superintendent as well as site assignment.
 - b. The City reserves the right to immediately utilize the officer assigned to School District in the event of a natural or manmade disaster or emergency as part of the City's agency-wide response to said disaster or emergency. The City will notify School District as soon as it is reasonably able to do so about the temporary transfer of the officers to other duties.
 - c. School Resource Officers (SRO) shall not become involved in any roll causing them to act as a disciplinarian on behalf of the School District and will not become involved in any School District administrative actions.
6. **INDEPENDENT CONTRACTOR STATUS:** The City is engaged to provide the services as an independent contractor. In performing the City's Services to the School District under this contract, the officer shall at all times be an employee of the City and directly reports to his/her direct supervisor. School District will have no right to direct the City personnel as to whom School District has objections from operations under this Contract. If School District has objections to any City personnel, School District will review those objections with a designated representative of the City.
7. **SCHOOL DISTRICT ADDITIONAL PERSONNEL:** In addition to the personnel to be provided by the City, School District, at its option, shall have the right to engage personnel to provide watchman duties, including watchman duties provided through a

private security company. In the event the School District elects to engage watchman services either through School District employees or through a private security service, the watchman services will be coordinated with the City personnel. The City shall not be responsible for personnel hired under this section.

8. **MISCELLANEOUS:** This instrument represents the entire understanding between the parties concerning the subject matter. This Contract may be amended only by an instrument in writing mutually signed by the parties. The City will have no right to assign this Contract or subcontract the Services required of the City under this contract.
9. **INFORMATION SHARING:** The sharing of information between the Police Department and the District as it relates to students and or juveniles will be done in accordance with Local, State, and Federal law and or guidelines.
10. **INSURANCE:** It is understood and agreed that during the term of this contract and any renewal hereof, the City shall purchase and maintain errors and omissions and general liability insurance at a minimum of the amounts required under the Oklahoma Governmental Tort Claims Act naming the School District, and its officers and employees, as additional insured's and providing insurance coverage for all acts, omissions and services performed by the City officer as described in this contract including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the City shall provide written proof of said coverage prior to execution of this contract and any time thereafter on request of the School District. The insurance provided by the City shall be deemed primary coverage relating to the acts of the officers and not excess.
11. **SEVERABILITY:** The invalidity or unenforceability of any provisions of this contract shall not affect the validity of enforceability of any other provision of this contract.
12. **GOOD FAITH:** The School Board, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this contract. Unforeseen difficulties of questions will be resolved by negotiation between the Superintendent of the School District and the City Manager of the City.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this contract to be signed by their duly authorized officers.

“CITY”

THE CITY OF BIXBY, OKLAHOMA

Todd Blish
Chief of Police
City of Bixby, Oklahoma

Date

Jared Cottle
City Manager, City of Bixby

Date

Mayor, City of Bixby

Date

Attest:

City Clerk, City of Bixby

Date

“SCHOOL DISTRICT”
BIXBY PUBLIC SCHOOLS

Mr. Rob Miller
Superintendent
Bixby Public Schools

Date

President, Board of Education
Bixby Public Schools

Date

Attest:

Clerk, Board of Education
Bixby Public Schools

Date

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve emergency waterline repair located at Brekenridge Ave and A Street for \$23,995.39

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: Three contractors were contacted to repair waterline leak on Brekenridge at A Street on June 6th. Due to the location of the leak and potential damage to storm sewer box, the repair was done as an emergency repair. Envision was able to start the work immediately. Envision provided labor, equipment, and aggbase for \$15,883. The City purchased materials for \$8,112.39.

EXHIBITS: None

KEY ISSUE: Infrastructure Maintenance

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve payment for emergency repair

ITEM NO: _____

MEETING DATE: 6-27-2022

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve purchasing 3-TN HV/AC Unit for the Cemetery Maintenance Building from Quality Heating and Cooling; cost is \$10,100

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Erik Dye

BACKGROUND: Three quotes were obtained for the replacement of the Cemetery HV/AC Unit. The unit is over 30 years old and has failed on various occasions. Because it is an outdated unit, parts are hard to secure. Quality Heating and Cooling provided the lowest quote.

EXHIBITS: None

KEY ISSUE: Infrastructure Maintenance

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 6-27-2022

MEETING: Council