

Bixby Technical Advisory Committee Meeting Agenda

**Location Changed To:
Zoom- Online Meeting**

<https://us06web.zoom.us/j/86483314112?pwd=NitUSjVPOVh6aTlhZHFXdDRLRjVSUT09>

Meeting ID: 864 8331 4112

Passcode: 511840

One tap mobile

+17193594580, 86483314112# US

Wednesday, August 2, 2023 | 10:00 A.M.

Technical Advisory Committee Members

David Segala - A.E.P.-P.S.O.

Steve Williams - A.E.P.-P.S.O.

Aaron Smith - A.E.P.-P.S.O.

Brett Ashlock - A.T.&T.

Kevin Bender - A.T.&T.

Katie Hutchison - SDT

Richard Gann - B.T.C. Broadband

Tony Gonzalez - B.T.C. Broadband

Susan Bevard - B.T.C. Broadband

Chad Jones - B.T.C. Broadband

Rob Miller - Bixby Public Schools

Lydia Wilson - Bixby Public Schools

Bea Aamodt - Bixby Public Works Director

OC Walker - Bixby Development Services Director

Gwen Plante - Bixby Assistant City Planner

Jon Brown - Bixby Special Projects

Heath Wright - Bixby Utilities & Water

Mike Butler - Bixby Fire Chief

Nicholas Flanary - Bixby Fire Marshal

Richard Hakel - Cox

Loyda Mercado - Cox

Jeannette Davis - Cox

Christopher Long - Cox R.O.W. Agent

Marty Lademan - Creek County R.W.D. #2

Cynthia Hubbell - Creek County R.W.D. #2

Katherine Russell - East Central Electric

Ron Wolfe - East Central Electric

Steve Whitehouse - O.G. & E.

Dewayne Perry - O.G. & E.

Keith Melson - O.G. & E.

Brandon Rainbolt - O.N.G.

Donald Kafer - O.N.G.

Chris Stobaugh - U.S.P.S. Bixby

Aaron Grodi - Windstream

Joel Ostrenga - Windstream

1. B.X.P.T. – 23.13 South Bixby Mini-Storage Final Plat

Applicant, JR Donelson

Discussion and review of Final Plat, South Bixby Mini-Storage, 2.328 Acres, One (1) Lot, One (1) Block for the purpose of commercial development, in Section 24, Township 17 North, and Range 13 East

General Location: East of S Memorial Dr & North of E 161st St S

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Persons who require a special accommodation to participate in this meeting should contact Justin Dowd, City Engineer, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or email [Justin Dowd](mailto:JDowd@BixbyOK.gov) (JDowd@BixbyOK.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) 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.

This Notice and Agenda was posted on the bulletin board on or before 10:00 a.m., September 4th, 2023, at City Hall, 116 West Needles, Bixby, Oklahoma.

Respectfully submitted,
Justin Dowd, City Engineer

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PLAT No.

OWNER:
STORAGEEXTRA, LLC
P.O. BOX 9768
TULSA, OKLAHOMA 74157
CONTACT: SAM SENDGRAFF
PHONE: 918-237-5661
EMAIL: stuart_d_bryan@yahoo.com

ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-2025
EMAIL: JRDON@TULSACOXMAIL.COM

LEGEND

U/E	UTILITY EASEMENT
BLDG	BUILDING
tc	TOP OF CURB
tp	TOP OF PAVEMENT
ng	NATURAL GROUND
L.N.A.	LIMITS OF NO ACCESS
A.O.	ACCESS OPENING
R.O.W.	RIGHT OF WAY
SW/4	SOUTHWEST QUARTER
15805	ADDRESS

CERTIFICATE

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

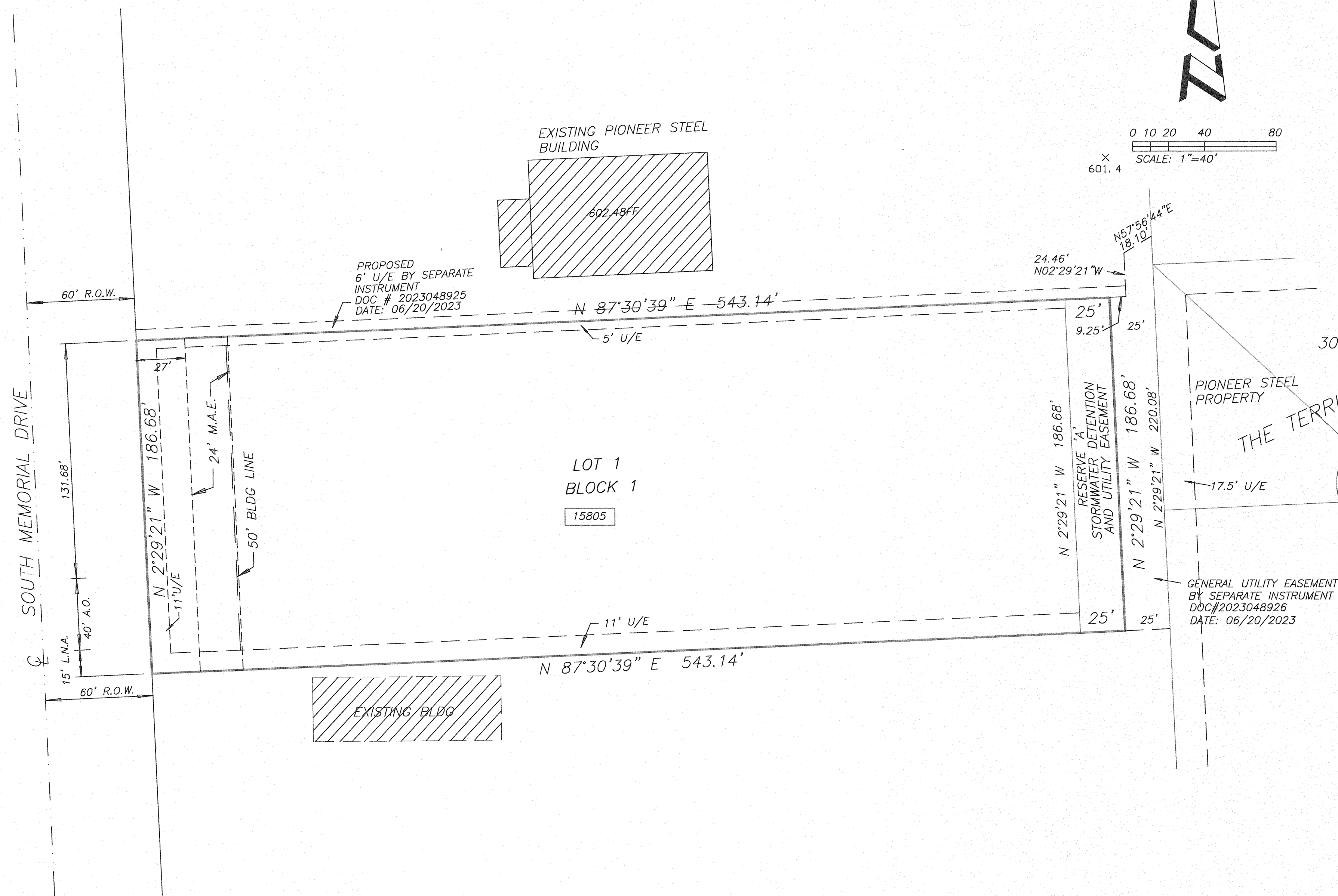
I, _____, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____
Tulsa County Clerk

Deputy _____

SOUTH BIXBY MINI-STORAGE

A TRACT OF LAND SITUATED IN THE SW/4 OF THE SW/4
IN SECTION 24, T-17-N, R-13-E, TULSA COUNTY, OKLAHOMA.



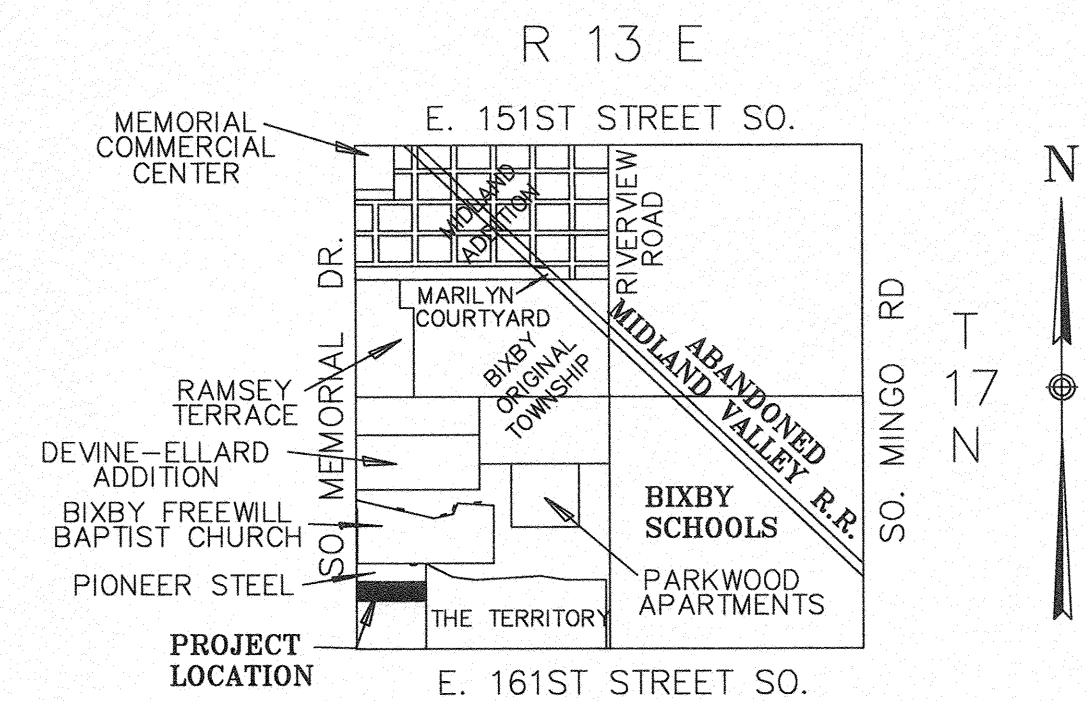
NOTES:

- 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 Surveyors.
- BASIS FOR BEARINGS:
The basis for bearings is the West line of the SW/4 of the SW/4 of Section 24, T-17-N, R-13-E, shown as N 02°29'21"W.
- FEMA FIRM MAP: 40143C0445L, DATED: 10/16/12
ZONE "AE", 100 YEAR WSE 599
- PINS OR SET OR FOUND AT ALL PROPERTY CORNERS.

LEGAL DESCRIPTION:
THE NORTH 186.35 FEET OF THE SOUTH 670.89 FEET OF THE WEST 635 FEET, IN THE SW/4 OF THE SW/4 OF SECTION 24, T-17-N, R-13-E, OF THE 18.8&M., TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT A STRIP, PIECE, OR PARCEL OF LAND LYING IN PART OF THE SW/4 OF THE SW/4 SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW/4 SW/4 A DISTANCE OF 484.65 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SW/4 SW/4; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 186.29 FEET; THENCE EAST A DISTANCE OF 91.86 FEET; THENCE S 01°19'23"E A DISTANCE OF 186.68 FEET; THENCE WEST A DISTANCE OF 91.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.324 ACRES MORE OR LESS.

FINAL PLAT
CERTIFICATE OF APPROVAL
I Herby certify that this plat was approved
by the City Council of the City of Bixby
on _____
By: _____
Mayor - Vice Mayor
This approval is void if the above signature
is not endorsed by the City Manager or
City Clerk.
By: _____
City Manager - City Clerk



SECTION 24
LOCATION MAP

SCALE: 1"=2000'
SUBDIVISION CONTAINS:
LOTS: 1
BLOCKS: 1
ACRES: 2.328 acres
PREPARATION DATE: JUNE 20, 2023
FILE: C:\STUART\B\STUARTMINIO2072023.DWG

SOUTH BIXBY MINI-STORAGE
DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, STORAGEXTRA, LLC, is the owner in fee simple to the following described property in the City of Bixby, Tulsa County, Oklahoma, to-wit:

THE NORTH 186.35 FEET OF THE SOUTH 670.89 FEET OF THE WEST 635 FEET, IN THE SW/4 OF THE SW/4 OF SECTION 24, T-17-N, R-13-E, OF THE I.B.&M., TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT A STRIP, PIECE, OR PARCEL OF LAND LYING IN PART OF THE SW/4 OF THE SW/4 SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW/4 SW/4 A DISTANCE OF 484.65 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SW/4 SW/4; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 186.29 FEET; THENCE EAST A DISTANCE OF 91.86 FEET; THENCE S 01°19'23"E A DISTANCE OF 186.68 FEET; THENCE WEST A DISTANCE OF 91.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.324 ACRES MORE OR LESS.

and Storagextra, LLC, has caused the above-described land to be surveyed, staked, platted, granted, donated, conveyed, and dedicated, access rights reserved, and subdivided into one lot and block, and has designated the same as "South Bixby Mini-Storage", an Addition to the City of Bixby, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. UTILITY EASEMENTS

The Owner hereby dedicated to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water lines, 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 into and upon said utility easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easement or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all public streets, alleys, and utility easements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the ared included in said plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, the lot is subject to the following provisions, to-wit:

The owner of the lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on the lot and utility easement areas, if ground elevations are altered altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense and subject to the City of Bixby's approval.

The Owner or its successors will pay damage for relocation of public water mains and public sanitary sewer facilities, or necessitated by the acts of the owner or his agents or contractors.

The City of Bixby and their successors through their agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, including any "Mutual Access Easements", or provided for in this deed or dedication for the purpose of installing, maintaining, removing or replacing any portion of the public underground water, storm sewer and sanitary sewer facilities. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby, their successors and the owner of the lot agrees to be bound hereby.

C. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

1. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and "Mutual Access Easements", shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements. Overhead pole lines for the supply of electric and communication service may be located in easement along the South and West boundaries of the addition.

3. Underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon that the installation of such service cable or a natural gas service line to a particular 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 such service cable or line, extending from the service pedestal, transformer or natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural 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 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 natural gas service facilities so installed by it.

5. The owner of the Subdivision shall be responsible for the protection of the underground utility 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 natural gas facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

D. STORM SEWER

1. The storm sewers will be privately owned and privately maintained.

2. Storagextra, LLC, or their successors, through their proper agents and employees, shall at all times have right of access with their equipment to all storm sewer systems for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

3. No permanent fence, permanent wall, permanent building, or permanent structure which shall cause an obstruction shall be placed on the storm sewer that will interfere with the storm sewer system.

4. The storm sewers shall be owned by and maintained, at the sole cost and expense, of the owner of the subdivision upon which the storm sewers are located.

5. The owner shall be responsible for the protection of the storm sewer located on the property and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. The alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

E. SURFACE DRAINAGE

1. Surface Drainage. Lot 1 shall receive and drain, in an unobstructed manner, the storm and surface waters from lot 1 and drainage areas of higher elevation and from public streets and easements.

2. No construction of fencing or other obstructions which would impair the drainage of storm and surface waters over and across this property. The owner shall not modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Bixby.

3. The owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities.

4. The covenants set forth in this section shall be enforceable by the owner and by the City of Bixby, Oklahoma.

F. STORM WATER DETENTION EASEMENT 'RESERVE A'

1. For the common use and benefit of the Owners of 'South Bixby Mini-Storage', to the City of Bixby, Oklahoma, the Owner herein establishes and grants a perpetual easement on, over and across the area designated on the accompanying plat of 'South Bixby Mini-Storage as Reserve A for Storm Water Detention, for the purpose of permitting the construction and maintenance of storm water detention facilities necessary to meet the City of Bixby detention requirements applicable to 'South Bixby Mini-Storage' and for the further purposes of permitting the flow, conveyance and discharge of storm water runoff from the property within South Bixby Mini-Storage and from properties outside 'South Bixby Mini-Storage'.

2. Detention and drainage facilities constructed in Reserve A shall be in accordance with adopted standards of the City of Bixby and plans and specifications approved by the City of Bixby.

3. No building or other obstruction may be placed or maintained in the detention easement, nor shall there be any alteration of the grades or contours in the easement area unless approved by the City of Bixby; provided, however, that the planting of trees does not require the approval of the City of Bixby.

4. The 'Reserve A' , Storm water Detention Easement and facilities thereon located shall be maintained by Storagextra, LLC, their successors or assigns and such maintenance shall be at the cost of said Storagextra, LLC, their successors or assigns and in accordance with the following standards:

- Be kept from obstructions and debris.
- Be mowed during the growing season at intervals, not exceeding 4 weeks.
- Concrete structures shall be maintained in good working condition.

5. In the event 'Storagextra, LLC', fails to pay the cost of said 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 cost and thereafter the costs shall be a lien against 'Storagextra, LLC', provided however, the lien against 'Storagextra, LLC' shall not exceed 100% of the cost of maintenance. A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

G. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner shall be responsible for the repair and replacement of any properly permitted landscaping and paving within the utility easements in the subdivision in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

H. LAND USE

All construction shall be strictly according to the zoning ordinances of the City of Bixby, Oklahoma.

SECTION 2. DEVELOPMENT STANDARDS

The Standard Requirements of the City of Bixby Fire Marshal, City Engineer, and City Attorney shall be met as a condition of approval.

1. LANDSCAPED AREA AND SCREENING

a. All development and construction in shall comply with all applicable zoning codes and regulations of the City of Bixby.

2. SIGNS

a. Signage shall comply with the requirements of the City of Bixby Zoning Code.

b. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as reviewed by the City of Bixby Zoning Code and Sign Permit process and part of the approved detail sign plan.

3. LIGHTING

a. Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent residential areas. No light standard or building-mounted light shall exceed 20 feet. Light, as measured in footcandles, shall not exceed 0.0 footcandles at all of the plat boundaries shared with a residential property.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

a. There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES

A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required storm water drainage structures serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit.

During construction on the property, the owner will provide adequate erosion control, and after construction, they will provide in compliance with the appropriate City official that all required storm water drainage structures serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit.

6. ACCESS, CIRCULATION AND PARKING

All drives and parking areas within the subdivision shall be privately owned and maintained.

7. RESTRICTIVE COVENANTS ENFORCEMENT

Restrictive covenants will be adopted and recorded for the subdivision as platted. The owner of the respective subdivision will be required by the covenants to keep and maintain the subdivision and the improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by 'Storagextra, LLC.'

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS.

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Bixby; "plat" shall mean the accompanying plat of the

Subdivision; and "zoning code" shall mean the City of Bixby Zoning Code.

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the Subdivision.

1. Private Covenants and Restrictions Applicable to the Subdivision. The following standards shall apply to the Subdivision unless specifically modified or superseded by more specific provisions adopted by the Owner, his successor or assigns, as hereinafter provided.

a. Landscaping and Common – Elements

Storagextra, LLC, their successors or assigns will be responsible for the maintenance of the landscaping, screening fences, gates and other potentially-common-elements.

SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2031, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the Storagextra, LLC, except Section 1, which may be altered only with the written consent of the City of Bixby.

3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

4. Enforcement. The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Bixby, Oklahoma (as to the violation of the Covenants contained in Section 1), to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

FINAL PLAT
CERTIFICATION OF APPROVAL

I hereby certify that this plat was approved by the Bixby Planning Commission on this _____ day of _____, 20_____

Chairperson, Vice Chairperson or Secretary

I hereby certify that this plat was approved by the Bixby City Council on this _____ day of _____, 20_____

Mayor or Vice Mayor

This approval is void if the above signatures are not endorsed by the City Manager.

City Manager

This approval shall not be interpreted to mean streets, sanitary sewers, storm drainage or other utilities are constructed as shown on this plat.

As owner, Storagextra, LLC, hereby certifies that they have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this _____ day of _____, 20_____.

Storagextra, LLC, an
Oklahoma Limited Liability Company

By: Member/Manager

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared _____ to me known to be the identical person who subscribed the name thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires: _____

SURVEYOR'S CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the plat of South Bixby Mini-Storage represents a survey made under my supervision, and that all monuments shown thereon actually exist and their relative positions are correctly shown. This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

Charles K. Howard, RLS #297, Exp.Date: 6/30/2025

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Notary Public

My Commission expires: _____

SOUTH BIXBY MINI-STORAGE
PREPARATION DATE: 6/1/23
SHEET 2 OF 2