City of Broken Arrow

Meeting Agenda

Broken Arrow City Council

Mayor Debra Wimpee
Vice Mayor Johnnie Parks
Council Member Lisa Ford
Council Member Justin Green
Council Member David Pickel

Monday, November 17, 2025 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A. 25-1592 Acknowledgement of out-of-state travel by City Council members

B. 25-27 Approval of the City Council Minutes of November 04, 2025

C. 25-1606 Acceptance of Planning Commission meeting minutes of October 23, 2025

D. 25-1613 Acceptance of Drainage Advisory Committee meeting minutes of July 28, 2025

E. 25-1342 Approval of and authorization to publish the 2026 notification of regularly scheduled meetings of the Broken Arrow City Council and its public bodies

F. 25-1512 Approval of and authorization to execute Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Old Town Alleyway Improvements between Commercial and Broadway/Ash and 4th (Project Number ST26270)

G. 25-1590 Approval of and authorization to execute Agreement for Professional Consultant Services with Poe & Associates, Inc. for the Wolf Creek Park Pedestrian Bridge Improvements (Project Number 2653250)

H.	25-1621	Approval of and authorization to execute Amendment 2 to professional Consultant Agreement with Selser Schaefer Architects, Narrate, to prepare and develop bid documents for the Furniture, Fixtures, & Equipment package for the Operations Center Administration Building Remodel Project (Project No. 2317210)
I.	25-1455	Approval of and authorization to execute a Proclamation declaring November 21, 2025, as "Optimist Youth Appreciation Day" in Broken Arrow
J.	25-1631	Approval of and authorization to upfit seven new patrol Ford Explorers, eight patrol Chevy Tahoes, one CID Chevy Traverse, one patrol EV Chevy Blazer, two K9 Ford F150's, and one Ford Transit T350 SOT medic van with police equipment installed by Rigid 911
K.	25-1615	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for design of drainage improvements and protection of existing City Sewer trunk line at East Natchez Street and Lynn Lane (South 177th East Avenue)
L.	25-1617	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds for drainage design improvements in the Tucson Village II Subdivision
M.	25-1638	Approval of and authorization to revise a lease agreement with Gordon Outdoor Advertising, LLC. to construct, maintain, and manage a billboard on City of Broken Arrow property (Project Number 2160220)
N.	25-1552	Approval of and authorization for the annual subscription payment for FUSUS Real Time Crime Center Software
O.	25-1571	Approval of and authorization to amend the purchase of mobile communication radios for the police department from L3 Harris Technologies Inc
P.	25-1572	Approval of and authorization to purchase emergency vehicle equipment for new Police Department vehicles from 911 Custom utilizing National Association of State Procurement Officials (NASPO) ValuePoint pricing
Q.	25-1619	Approval of and authorization to execute Resolution No. 1722, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0, consisting of 12,579 square feet of permanent Right-of-Way generally located at the northeast corner of the intersection of 37th Street and East Omaha Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Marcain Properties, LLC, an Oklahoma limited liability company and authorization of payment in the amount of $23,200.00 for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 1.0 (Project No. ST21390)

R. 25-1589 Approval of a modification to Section 4.1(t), IOS Land Company, 40 acres, IL (Industrial Light)/PUD (Planned Unit Development) 001521-2024, north of Houston Street (81st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

S. 25-1610 Approval of PUD-002265-2025, major amendment to PUD-193, 17.14 acres, IL (Industry Light) and PUD-193, located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue)

T. 25-1588 Approval of SP-002459-2025 (Specific Use Permit), Harvest Church, 6.58 acres, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)

U. 25-1614 Acceptance of a Temporary Construction Easement from Blue Bell Creameries, L.P., a Delaware limited partnership, the owner, on property generally located northeast of Highway 51 and west of the Creek Turnpike in Broken Arrow, Oklahoma, located in the Northeast Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street, Parcel 5.A (Project No. S.25080)

V. 25-1596 Ratification of the Claims List Check Register Dated November 10, 2025

6. Consideration of Items Removed from Consent Agenda

7. Public Hearings, Appeals, Presentations, Recognitions, Awards

A. 25-280 Update on the upcoming December presentations to the City Council on the proposed 2026 GO Bond package projects and initiatives

8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services (No action may be taken on matters under this item)

9. General Council Business

A. 25-1609 Consideration, discussion, and possible approval of the creation of a Citizens Engagement Academy

B. 25-1575 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1721, a Resolution of the City Council of the City of Broken Arrow, Oklahoma, authorizing the acceptance and use of electronic records and electronic signatures; providing for standards, security, and administrative controls in accordance with 12A O.S. §15-118; and declaring an effective date

C. 25-1635 Consideration, discussion, and possible appointment of members to the Downtown Master Plan Advisory Committee

D. 25-1591 Consideration, discussion, and possible approval of a design concept option for the Masterplan on Rose District Plaza (Project No. 2617040)

E. 25-1593 Consideration, discussion, and possible approval of Visit Broken Arrow's five-year Tourism Strategic Plan

F. 25-1618 Consideration, discussion, and possible approval of Resolution No. 1723 authorizing the City Attorney to enter into a Final Journal Entry of Judgment in SOOD Realty, LLC vs. The City of Broken Arrow et. al., Wagoner County District Court, Case Number: CV-2025-177, authorizing foreclosure of a utility easement situated on property one-half mile north of Dearborn Street (41st Street), one-half mile west of 37th Street (209th East Avenue) at 20105 East 36th Place, Wagoner County, State of Oklahoma, (Section 19, T19N, R15E)

G. 25-1620 Consideration, discussion and possible approval of Drainage Advisory Committees recommendation for expenditure of 2018 General Obligation bond funds for drainage design improvements to a drainage channel located in the 6100 Center Commercial subdivision

H. 25-1580 Consideration, discussion, and possible approval of and authorization to award the Lowest Responsible bid to Gober Construction LLC. and approve and authorize execution of a construction contract for the Old Town Houston Street Storm Water Improvements Fort Worth Street to South 9th Street (Project SW26010)

I. 25-1628 Consideration, discussion, and possible approval of a contract with BRINC and Motorola Solutions for the DFR Takeoff Program pursuant to H-GAC cooperative purchasing agreement RA05-21

J. 25-1599 Receive bids for the purchase of $14,500,000 General Obligation Bonds, Series 2025A of the City and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids

K. 25-1600 Receive bids for the purchase of $2,500,000 General Obligation Bonds, Series 2025B of the City and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids

10. Preview Ordinances - NONE

11. Ordinances

A. 25-1601 Consideration, discussion, and possible approval of Ordinance No. 3899, an Ordinance providing for the issuance of General Obligation Bonds, Series 2025A in the sum of $14,500,000 by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; designating the registrar for the issue; providing for levy of an annual tax for the payment of principal and interest on the Bonds and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing executions and actions necessary for the issuance and delivery of the Bonds; and declaring an emergency

B. 25-1602 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3899; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

C. 25-1603 Consideration, discussion, and possible approval of Ordinance No. 3900, an Ordinance providing for the issuance of General Obligation Bonds, Series 2025B in the sum of $2,500,000 by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; designating the registrar for the issue; providing for levy of an annual tax for the payment of principal and interest on the Bonds and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing executions and actions necessary for the issuance and delivery of the Bonds; and declaring an emergency

D. 25-1604 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3900; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

12. Remarks and Inquiries by Governing Body Members

13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials

14. Executive Session - NONE

15. Adjournment

NOTICE:

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

21 O.S. Section 280 provides the following:
A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.
B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.
C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars ($1,000.00), or by both such fine and imprisonment.
D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 25-1592, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2025

Title:

Acknowledgement of out-of-state travel by City Council members

Background:

On November 18 through November 23, 2025, Councilors will travel to Salt Lake City, UT, for the National League of Cities City Summit. City Summit is the National League of Cities' conference for local leaders to convene and collaborate on solutions to the common challenges facing America's cities. Each year, the conference is hosted in a different U.S. city, offering tangible and new best practices for government officials to improve the conditions in their home cities.

Cost: Approximately $17,000

Funding Source: General Government

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Acknowledge out-of-state travel for November 18 through November 23, 2025

City of Broken Arrow

Request for Action

File #: 25-27, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of the City Council Minutes of November 04, 2025

Background:
Minutes recorded for the City Council Meeting.

Cost: **Approximately** $63

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **November 04, 2025 City Council Minutes**

Recommendation:
Approve the minutes of the November 04, 2025 City Council Meeting.

City of Broken Arrow

Minutes

City Council Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

Mayor Debra Wimpee
Vice Mayor Johnnie Parks
Council Member Lisa Ford
Council Member Justin Green
Council Member David Pickel

Tuesday, November 4, 2025 **Time 6:30 p.m.** **Council Chambers**

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 6:30 p.m.

2. Invocation

Pastor Tim Pyles led the Invocation.

3. Roll Call

Present: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

4. Pledge of Allegiance to the Flag

The Pledge was led by Vice Mayor Johnnie Parks.

5. Consideration of Consent Agenda

A.	**25-26**	**Approval of the City Council Minutes of October 21, 2025**
B.	**25-1547**	**Acceptance of Planning Commission meeting minutes of October 9, 2025**
C.	**25-1504**	**Acceptance of a Utility Easement consisting of 4,817 square feet of utility easement from Pioneer Group, LLC, on property located north of 5001 South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 16 inch waterline loop Elm Place, Florence Street to Miami Street, Parcel 4.0 (Project No. WL23090)**
D.	**25-1541**	**Acceptance of a Utility Easement consisting of 4,825.74 square feet of utility easement from Bryan McCall on property located at 5001 South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 16 inch waterline loop Elm Place, Florence Street to Miami Street, Parcel 3.0 (Project No. WL23090)**
E.	**25-1567**	**Approval of and authorization to execute a Public Parking Encroachment License Agreement for a portion of Right of Way (ROW) located one eighth mile south of Omaha street (51st Street) and one eighth mile west of 37th Street (209th Ease Avenue), Wagoner County, Oklahoma (S31 T19N R15E) (Reserve at Pines III) (EASE 002339 2025)**
F.	**25-1489**	**Approval of and authorization to execute Professional Services Agreement Amendment with GH2 Architects, LLC for Broken Arrow Gateway Signs project (Project No. 201710)**
G.	**25-1566**	**Approval of and authorization to execute a revised addendum to Order Form: HPA and Run Out Services Agreement with Personify Health, with an effective date of January 1, 2026**
H.	**25-1509**	**Approval of and authorization to execute Change Order #4 with Becco Contractors, Inc. for the Houston Street Widening, Garnett Road to Olive Avenue (ST2028)**
I.	**25-1521**	**Approval of the Budget Calendar for Fiscal Year 2027**
J.	**25-1510**	**Approval of and authorization to execute Public Highway At Grade Crossing Agreement, between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for the Kenosha Street Sidewalk Improvements between Sycamore Avenue and Redbud Avenue project (ST23290)**
K.	**25-1563**	**Approval of and authorization for a construction variance for Belt Construction, Inc., for the County Line Trunk Sewer Phase 2A (2154520**
L.	**25-1518**	**Approval of and authorization to execute the purchase of one (1) Toro Multi Pro 1750 Sprayer from Professional Turf Products, L.P., pursuant to the Sourcewell Cooperative Purchasing Contract (formerly NJPA) for Parks Department**
M.	**25-1524**	**Approval of and authorization to execute Resolution No. 1716, a Resolution authorizing the selection of a qualified firm concerning Bridge Inspection responsibility by local government for compliance with National Bridge Inspection Standards, Bridge Inspection Contracts for April 1, 2026, to March 31, 2028**

N. 25-1525 Approval of and authorization to execute Resolution No. 1715 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3.0, consisting of 5,364 square feet of permanent Right of Way located at 4920 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 30, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Ryan Gambill and Bopha Gambill, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street (Project No. ST21390)

O. 25-1548 Approval of and authorization to execute Resolution No. 1720, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 2.0, consisting of 9,128 square feet of permanent Right of Way located at 10207 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Stephen L. Larsen and Robbie M. Larsen and authorization of payment in the amount of $82,190.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 2.0 (Project No. ST23280)

P. 25-1530 Approval of and authorization to execute the Traffic Calming Policy for East Dover Street between North 11th Street and North 13th Street in the Carriage Crossing Subdivision

Q. 25-1532 Approval of and authorization to execute the license true-up of the Enterprise Enrollment Agreement and relevant Amendment with Microsoft Corporation for Microsoft software, products, and licenses through SHI

R. 25-1538 Approval of and authorization to purchase forty-three bulletproof vest carriers for the Police Department from Velocity Systems

S. 25-1542 Approval and authorization to award bid #26.117 to Ennis Flint for Traffic Paint for the Streets and Stormwater Department

T. 25-1539 Approval of and authorization to execute Resolution No. 1717, a Resolution authorizing the City Manager to take all appropriate actions for the participation, release, and settlement of proposed Discover Class Action Settlement on behalf of the City of Broken Arrow

U. 25-1543 Approval of and authorization to execute Resolution No. 1719, a Resolution adopting the City of Broken Arrow Emergency Operations Plan ("EOP") and authorizing the City Manager or Emergency Management Director to implement the EOP; approve revision to the EOP appendices and annexes; approve functional and hazard specific plans as may be needed to supplement the EOP; approve cooperative agreements, memorandums of understanding, or other agreements as may be needed in support of the EOP, functional, and hazard specific plans; and approve mutual aid requests pursuant to the Oklahoma Interstate Mutual Aid Compact and Emergency Management Assistance Compact

V. 25-1544 Approval PR 000794 2025|PT 002453 2025, Conditional Final Plat, The Villas at Turnberry Lot 1, Block 1 Replat, 0.84 acres, 1 Lot, CG (Commercial General), located south of Dearborn Street (41st Street), one eighth mile west of 37th Street (209th E. Avenue)

W. 25-1531 Ratification of the Claims List Check Register Dated October 23, 2025

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Consent Agenda
The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

6. Consideration of Items Removed from Consent Agenda - NONE

7. Public Hearings, Appeals, Presentations, Recognitions, Awards

A. 25-279 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon presented Item 25-279, an update on progress for the upcoming 2026 General Obligation Bond package, noting that staff spent October compiling and analyzing public feedback from the forums. His office has since developed a tentative recommendation that has been shared individually with City Council members for review.

He outlined the next steps in the process: on December 2, the administration will formally present the proposed bond package to the Council, including remarks from City Manager Spurgeon, Kenny Schwab, and the Engineering and Construction team. No action will be taken that night; instead, the presentation will be laid over for two weeks to allow both the Council and the public time to review the full proposal, which will be made available in the City Clerk's office and online.

Then, on December 16, the Council will receive a shorter summary presentation and be asked to give direction to move forward. If approved, all necessary ordinances and the resolution calling for the election would come before Council on January 6, 2026. City Manager Spurgeon added that user groups and sports organizations will be invited to attend the December 16 meeting to hear the discussion. He credited the Engineering and Construction team and city directors for their work on the proposal. He encouraged Council members to reach out to him or Community Relations Manager Lori Hill with any questions before the December presentation.

8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services (No action may be taken on matters under this item) - NONE

9. General Council Business

A. 25-1513 Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Tri-Star Construction, LLC, a construction contract for the Houston Street Improvements from 23rd Street to Old Highway 51 (Project No. ST1926A/WL26040)

Travis Small, Transportation Division Manager, presented Item 25-1513, a proposed award of the Houston Street Improvement Project from 23rd Street to Old Highway 51, explaining that bids had been received and the apparent low bidder was Tri-Star Construction at just over $4 million. The project covers roughly half a mile of widening from two to five lanes and includes about 2,500 linear feet of waterline replacement, which ties into a separate BAMA item due to loan funding.

It was noted that the portion from 9th to 23rd Street is still in design and includes $3 million in federal funds, but the segment up for award falls under Proposition 1 of the 2018 General Obligation Bond. Staff confirmed the project meets all funding and design requirements.

Mayor Wimpee questioned why the Houston Street project bid came in about $1 million below estimates, and staff confirmed it was not a concern. Mr. Small explained that the lower bid reflected favorable pricing rather than underestimation, noting that Broken Arrow projects often come in below ODOT averages because contractors enjoy working with the city. He stated that Tri-Star Construction, the low bidder, has completed several successful projects for the town and has a good performance record. Mr. Small affirmed confidence in both the pricing and the contractor. It was also confirmed that the project includes sidewalk installation.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-1513
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-1514 Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Becco Contractors, LLC, a construction contract for Houston Street Widening from Olive Avenue to Aspen Avenue (Project No. ST2029)

Charlie Bright, Director of Engineering and Construction, presented Item 25-1514, the Houston Street widening project from Aspen Avenue to Olive Avenue, covering roughly one mile of arterial roadway. The project will expand the corridor to a five-lane section, complementing the recently awarded Houston Street project from 23rd Street to Old Highway 51, creating about 1.5 miles of new improvements on opposite sides of town. Staff emphasized the momentum from the 2018 General Obligation bond, noting several major projects nearing construction—such as County Line Road (Albany to Omaha), the Tucson and Aspen intersection, and Washington and Lynn Lane intersection upgrades.

For this project, bids were opened concurrently with the other Houston Street segment, and Becco Construction was the low bidder, offering strong, competitive pricing. Staff highlighted Becco's ongoing work on the adjacent Houston Street mile, explaining that it will likely continue seamlessly without demobilization, saving time and cost. The segment involves no complex intersection work or major closures, and staff recommended awarding the contract to Becco Construction.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-1514
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-1517 Consideration, discussion, and possible approval and authorization to accept the Guaranteed Maximum Price (GMP) from Myers Cherry Construction, LLC, for the Broken Arrow Jail Expansion and Renovation (Project No. 203019), and approval of and authorization to execute FY 2026 Budget Amendment #9

Shannon Marshall, Special Projects Division Manager, presented Item 25-1517, a contract amendment with Myers Cherry Construction for the Justice Center Jail renovation and expansion project, initially funded in the 2018 General Obligation Bond. The existing jail, part of the Justice Center, built in 2003, is being upgraded to expand capacity and modernize its outdated security and technology systems.

Myers Cherry was selected earlier in 2025 through a construction manager-at-risk process,

following pre-qualification and pre-construction service contracts. After working alongside the design team (NARATE) through 90% design completion, Myers Cherry submitted a Guaranteed Maximum Price (GMP) of $4,512,299, with two proposed alternates: a complete roof replacement ($356,785) and additional flooring ($7,345). Including both, the total recommended award is $4,876,429.

The GMP locks in a cost ceiling—if bids come in lower, savings revert to the city; if higher, the contractor absorbs the excess. Ms. Marshall also proposed a budget amendment (No. 9) to cover the roofing alternate. Construction bidding is expected within the next two weeks, and staff emphasized this project's importance for improving jail capacity, safety, and long-term facility maintenance.

Council discussion confirmed that the jail expansion will add 10 new beds, increasing capacity from 32 to 42 inmates. Ms. Marshall explained that the project also includes a major kitchen renovation—converting to a full commercial setup with ovens and stoves—and significant security upgrades. Council members verified that Police Chief Arnold supports the project and noted that this fulfills a named commitment in the 2018 bond package.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-1517
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-1535 Consideration, discussion, and possible approval of BAZ 002310 2025 (Rezoning), SWC Kenosha & Oneta, approximately 7.5 acres, CG (Commercial General) to CH (Commercial Heavy), located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

Rocky Henkel, Director of Community Development, presented Item 25-1535, BAZ 2310-2025, a request to rezone about 7.5 acres at the southwest corner of Kenosha Street and Oneta Road from CG (Commercial General) to CH (Commercial Heavy) to allow a proposed commercial development. The site will have access from Kenosha Street and Oneta Road, with no access permitted from 72nd Street to the south due to its residential character. The property's Comprehensive Plan designation was upgraded from Level 4 to Level 6 on October 7, 2025, which supports the heavier commercial zoning.

At its meeting on October 9, 2025, the Planning Commission unanimously recommended approval (4-0) in line with staff's recommendation, subject to platting. During public comment, one nearby resident raised concerns about drainage, screening, and lighting impacts. Staff continues to recommend approval of the rezoning, subject to the standard platting requirement.

When asked for clarification on the difference between Commercial General (CG) and Commercial Heavy (CH) zoning, Mr. Henkle explained that the distinction lies in the specific land uses each district allows, and that the applicant could better describe their intended use.

Council members followed up about a resident who raised drainage concerns, asking whether those issues had been addressed. Mr. Henkle said the resident was a city employee who submitted comments by email but did not attend the meeting, and the city had not yet received further feedback.

Council members noted flooding issues near the southwest corner of the site, and Mr. Henkle confirmed that the applicant has a preliminary plan to manage stormwater drainage for that area.

Applicant Mark Grubbs explained that the request to rezone from Commercial General (CG) to Commercial Heavy (CH) is primarily to reduce the frontage requirement from 200 feet to 100 feet, allowing for smaller retail parcels and greater flexibility in site layout. He emphasized that the change is not related to different land uses.

Mr. Grubbs acknowledged public concerns about drainage, lighting, and screening, stating that his team has reviewed them. He said drainage will be addressed in the site design, lighting will be shielded to protect nearby residences, and screening between commercial and residential areas will comply with city code requirements.

MOTION: A motion was made by David Pickel, seconded by Justin Green
Move to Approve Item 25-1535
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

E. 25-1536 Consideration, discussion, and possible approval of PUD 002428 2025 (Planned Unit Development) and BAZ 002425 2025 (Rezoning), Tower Corner, AG (Agricultural) to CG

(Commercial General)/PUD 002428 2025, 11.34 acres, located at the northeast corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)

Rocky Henkel, Director of Community Development, presented Item 25-1536, a request to rezone approximately 11.34 acres at the northeast corner of New Orleans Street and Lynn Lane to Commercial General (CG) with PUD 2428-2025 for a planned commercial development. The site is undeveloped and unplatted and designated Level 4 in the comprehensive plan, which supports the proposed zoning.

Under the PUD, Development Area A includes the existing water tower with access from Lynn Lane, and Development Area B is planned for future commercial uses. Development B will have a minimum lot frontage of 100 feet, and any drive onto Lynn Lane must be at least 300 feet from the arterial intersection.

At the October 9, 2025, Planning Commission meeting, the Commission added a requirement for gated access to Development Area A and voted 4-0 to recommend approval. One nearby resident raised questions about access points and the project's timeline. Staff recommends approval of the PUD and rezoning, as recommended by the Planning Commission.

Engineering and Construction Director Charlie Bright explained that the City of Broken Arrow owns the property and is both the applicant and builder for the proposed PUD and rezoning. While staff from Planning recommended approval, subject to the Planning Commission's condition requiring a gate on the Lynn Lane access, Mr. Bright asked the Council to remove that condition.

He explained that operationally, a gate would create problems for city crews—requiring staff to unlock two gates each time they access the water tower (one at the road and one at the tower fence)—and could force large vehicles or trailers to stop on Lynn Lane, posing a safety concern. Bright acknowledged residents' concerns about unwanted traffic near their property but emphasized that the drive only provides access to a city-owned facility and does not lead to any private development.

Mr. Bright concluded by noting that if the Council later decides it wants a gate, it can still add one, but including it in the PUD would permanently mandate it, limiting flexibility.

Council discussion centered on whether a gate should remain part of the PUD requirement. Members agreed with Mr. Bright's concerns about safety and access, noting that large vehicles entering the water tower site should not have to stop in the travel lanes on Lynn Lane. It was confirmed that the Planning Commission had unanimously required the gate, but that decision had been made without staff present to explain the operational issues.

It was suggested that instead of a gate, the city could install "Private Property – No Access" signage at the entrance to discourage public traffic while avoiding the logistical problems of a locked gate. The Council generally supported removing the gate requirement and replacing it with posted restrictions for clarity and safety.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 25-1536 with the amendment of not requiring a gate in the PUD
The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

F. 25-1551 Consideration, discussion, and possible approval regarding BAZ 002231 2025 (Rezoning), 520 E Washington St, 2.42 acres, AG (Agricultural) to CN (Commercial Neighborhood), located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 177th E Avenue)

Rocky Henkel, Director of Community Development, presented Item 25-155, a rezoning request BAZ 2231-2025 seeks to change 2.42 acres at the northwest corner of Washington Street and Lynn Lane from Agricultural (AG) to Commercial Neighborhood (CN) for a planned commercial development with access from both adjoining roads. The property's Comprehensive Plan designation was updated from Level 3 to Level 4 on October 5, 2025, allowing support for neighborhood-scale commercial use.

At its October 9, 2025, meeting, the Planning Commission unanimously recommended approval in line with staff's recommendation, contingent on platting. Two residents expressed concern about traffic impacts and the possibility of bars, nightclubs, or dispensaries, but no objections were made to the zoning level itself. City staff and the Planning Commission both recommend approval of the rezoning request, subject to platting.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-1551
The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

G. 25-1557 **Consideration, discussion, and possible action of PT 002421 2025|PR 000629 2024, Conditional Final Plat, Oklahoma IOS Land Company, approximately 40.14 acres, 2 Lots, IL (Industrial Light)/PUD 001785 2024, located approximately one quarter mile west of 23rd Street (County Line Road) and north of Houston Street (81st Street)**

Rocky Henkel, Director of Community Development, presented Item 25-1557, PT 2421-2025, which concerns the conditional final plat for Oklahoma IOS Land Company, proposing two lots on 40.14 acres located about a quarter mile west of County Line Road and north of Houston Street. The site is zoned IL (Industrial Light) under PUD 1785-2024 and is currently in the platting process. The Technical Advisory Committee (TAC) reviewed the plat on September 30, 2025, and the Planning Commission approved it on October 9, 2025.

However, since that approval, a significant modification has been proposed: the cul-de-sac initially included in the plat will be extended roughly 530 feet north, through an agreement between the adjoining property owners. Due to this significant change, Mr. Henkel requested that the item be tabled until the revised plat is updated, reviewed, and reapproved by the Planning Commission, before returning to Council for consideration.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Table Item 25-1557
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

H. 25-1564 **Consideration, discussion, and possible approval regarding COMP 002424-2025 (Comprehensive Plan Change), Arrow Forge, 99.52 acres, Level 3, 6, and FD to Level 7, located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)**

Rocky Henkel, Director of Community Development, presented Item 25-1564, a request to amend the comprehensive plan designation for approximately 99.52 acres located south of Florence Street and about a quarter mile east. The proposal changes the area from Levels 3, 4, and FD (Floodplain District) to Levels 7 and FD, to support the planned Arrow Forge Innovation District currently in the platting process.

The purpose of the amendment is to enable future zoning consistent with industrial and advanced employment uses, such as CH (Commercial Heavy), IL (Industrial Light), or IH (Industrial Heavy). The Arrow Forge Innovation District is envisioned to foster advanced manufacturing and technology employment, offering competitive wages, career development, and skills training to strengthen Broken Arrow's workforce and industry base.

The Planning Commission reviewed the request on September 23, 2025, and approved it 4–1 following staff's recommendation. No residents spoke during the hearing. Staff continues to recommend approval of Comp Plan 2424-2025 per the Planning Commission and staff recommendations.

MOTION: A motion was made by David Pickel, seconded by Johnnie Parks
Move to Approve Item 25-1564
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

10. Preview Ordinances - NONE

11. Ordinances

A. **25-1553** **Consideration, discussion, and possible adoption of Ordinance No. 3895 closing an easement from Oakmont Hills, LLC, on property located one quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 001742 2024)**

Rocky Henkel, Director of Community Development, presented Item 25-1553, Oakmont Hills LLC requested closure of a 15-foot-wide easement on property located about one-quarter mile north of Florence Street and east of Lynn Lane, currently being platted as Oakmont Hills. Ordinance No. 3895, which formalizes the easement closure, was previewed by the City Council on October 21, 2025. Staff recommends adoption of Ordinance No. 3895, with approval of the emergency clause.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Ordinance No. 3895
The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-1554 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3895; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Rocky Henkel, Director of Community Development, presented Item 25-1554, an emergency measure for Ordinance No. 3895.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve an emergency measure for Ordinance No. 3895
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-1555 Consideration, discussion, and possible adoption of Ordinance No. 3896 closing an easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 001743 2024)

Rocky Henkel, Director of Community Development, presented Item 25-1555, for the same Oakmont Hills property, a request was made to close an additional 15-foot-wide easement. Staff recommends adoption of Ordinance No. 3896 and approval of the associated emergency clause.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Ordinance No. 3896
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-1556 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3896; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Rocky Henkel, Director of Community Development, presented Item 25-1556, an emergency measure for Ordinance No. 3896.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve an emergency measure for Ordinance No. 3896
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

12. Remarks and Inquiries by Governing Body Members

City council members highlighted upcoming and recent community events. They reminded everyone of Veterans Day celebrations, including a breakfast at 50's Diner, and announced the Christmas Kickoff on November 13 at 6:35 p.m., when the city's lights will officially turn on. Councilor Green and Councilor Pickel praised the Veterans Day parade and noted the strong turnout for the Spooktacular Halloween event, despite the weather. The Rotary Club handed out roughly 100 pounds of candy, and congratulations were extended to the Pride of Broken Arrow for earning its 23rd consecutive state marching band championship ahead of the national competition in Indianapolis. The meeting closed with recognition of Sergeant Scott Oelke on his recent promotion within the Broken Arrow Police Department.

13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials

City Manager Michael Spurgeon provided several updates. He highlighted the Christmas in Broken Arrow kickoff on November 13 at 6:35 p.m., noting a large expected turnout across the full length of Main Street. He thanked Erin Hoffner and the Tourism and Economic Development (TED) team for organizing the event, which will again feature Grady Nichols performing live, calling it a "Hallmark-esque" tradition that strengthens community connections.

He also praised the Veterans Day parade, organized by the Elks Lodge, for its growing participation and turnout, marking its sixth annual celebration. Spurgeon shared that the city employs about 110 veterans, including three reservists and nine National Guard members, making up roughly 12% of Broken Arrow's 900 full-time employees. To honor them, a slideshow featuring photos of nearly 90 employees in uniform will be displayed at City Hall.

City Manager Spurgeon then mentioned the release of the latest Thrive newsletter, an annual publication detailing how city tax dollars are collected and spent. He commended Aaron

McCulloch and his team for their production, noting that it will be distributed online and in print and shared with state and federal representatives.

He concluded by inviting Finance Director Cindy Arnold to the podium to announce the city's upgraded financial rating, emphasizing that it demonstrates Broken Arrow's fiscal strength and investment appeal.

Finance Director Cindy Arnold announced that Standard & Poor's has upgraded the City of Broken Arrow's credit rating from AA-negative to AA, reflecting stronger financial stability. She explained that while the city has primarily worked with Moody's for the past decade, S&P had previously rated some of the city's older bonds and recently re-engaged with staff for a full review. Following a detailed 90-minute discussion, S&P issued the upgrade.

Ms. Arnold added that continuing with S&P will save the city money moving forward, as S&P has already completed most of the review process and has requested only a few final clarifications before finalizing the re-rating. She said the same strong rating is expected to apply to the upcoming 2026 bond package, underscoring Broken Arrow's sound fiscal management and favorable investment position.

14. Executive Session - NONE

15. Adjournment

The meeting was adjourned at 7:12 p.m.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Adjourn
The motion carried by the following vote:

Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-1606, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Acceptance of Planning Commission meeting minutes of October 23, 2025

Background:
The minutes of the Planning Commission meeting held October 23, 2025 were approved by the Planning Commission on November 6, 2025.

Cost: Approximately $50.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 10-23-2025 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held October 23, 2025.

City of Broken Arrow

Minutes

Planning Commission

City of Broken Arrow
220 South 1st Street
Broken Arrow, OK
74012

Robert Goranson Chairman
Jason Coan Vice Chairman
Jaylee Klempa Commissioner
Jonathan Townsend Commissioner
Mindy Payne Commissioner

Thursday, October 23, 2025 5:30 p.m. Council Chambers

1. Call to Order

Chairman Robert Goranson called the meeting to order at 5:30 p.m.

2. Roll Call

Present: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-1498 Approval of Planning Commission meeting minutes of October 9, 2025
B. 25-1503 Approval of LOT-002447-2025, Walman Lot Split, 1 lot to 2 lots 0.69 acres, CH Zoning District, located on the northwest corner of Aspen Ave (145th E Ave) and Tucson Street (121st Street)
C. 25-1520 Approval of PT-002453-2025 | PR-000794-2025, Conditional Final Plat, The Villas at Turnberry Lot 1, Block 1 Replat, 0.84 acres, CG (Commercial General), south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)
D. 25-1522 Approval of PT-002423-2025|PR-000843-2025, Preliminary Plat for East Broken Arrow Retail, 7.5 acres, 6 lots, CG (Commercial General) to CH (Commercial Heavy) via BAZ-002310-2025, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa
Move to Approve Consent Agenda
The motion carried by the following vote:
Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 25-1507 Public hearing, consideration, and possible action regarding COMP-002424-2025 (Comprehensive Plan Change), Arrow Forge, 99.52 acres, Levels 3, 6, and FD to Level 7 and FD, located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)

José Jimenez, Planner II, presented Item 25-1507, a considered Comprehensive Plan Change COMP-002424-2025, a proposal to redesignate 99.52 acres south of Florence Street and a quarter-mile east of Olive Avenue for the Arrow Forge Innovation District. The request changes the property's classification from Levels 3 and 6 with Floodway/Floodplain designations to Level 7 and Floodplain Greenway, aligning with the City's long-term goal of supporting advanced industry and technology uses.

Staff explained that this adjustment would enable future rezoning to Commercial Heavy or Industrial classifications, consistent with the intent to develop the site as Broken Arrow's Innovation District—a project first supported through the 2018 General Obligation Bond. The initiative is designed to attract advanced manufacturing and technology employers, create high-wage jobs, and promote workforce development and skill-building.

Surrounding properties include agricultural and vacant land to the east, south, and west, and a mix of residential and public institutional uses to the north. While portions of the site lie within

the 100-year floodplain, water and sewer infrastructure are available.

Given the location between Olive Avenue and the Creek Turnpike and the prior voter-approved investment for the district's infrastructure, staff recommended approval of the Comprehensive Plan amendment, subject to standard floodplain requirements.

During the discussion of the comprehensive plan amendment, commissioners raised concerns about potential semi-truck traffic associated with future industrial or logistics development at the site, especially near the school zone on Florence Street.

Staff confirmed that Level 7 land-use allows light and heavy industrial uses, which could include truck operations, but noted that the area's location between major arterials and the Creek Turnpike should help absorb traffic without major local impacts. It was also mentioned that 111th Street has been widened to improve flow, and the area includes a school speed zone and a pedestrian beacon for students.

Commissioners reiterated safety worries about children crossing near the new apartments and school if semis increase. Staff and city engineers explained that a spine road is already being built through the southeastern corner of the site and will eventually extend east to connect with Norfolk, creating an alternate route for trucks. They also noted that Olive Avenue remains two lanes south of the turnpike, but intersection improvements and possible traffic signal installation at the district entrance are planned.

Commissioners added that the pedestrian-activated crosswalk light (hybrid beacon) design has worked well in other high-traffic school zones in Tulsa, supporting its continued use here. Overall, staff assured commissioners that traffic management, truck routing, and pedestrian safety would be addressed during later engineering and development stages.

MOTION: A motion was made by Jason Coan, seconded by Robert Goranson
Move to Approve Item 25-1507, COMP-002424-2025 (Comprehensive Plan Change), Arrow Forge, 99.52 acres, Levels 3, 6, and FD to Level 7 and FD, located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)
The motion carried by the following vote:

Aye: 4 - Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson
Nay: 1 - Mindy Payne

B. 25-1499 Public hearing, consideration, and possible action regarding PUD-002431-2025, minor amendment to PUD-124, 9 acres, IL (Industrial Light)/PUD-124, located one-third mile south of Omaha Street (51st Street), west of Aspen Avenue (145th E. Avenue)

Mackenzie Hackett, Staff Planner, presented Item 25-1499, PUD-002431-2025, a minor amendment to PUD 124 for the Battle Creek Mini Storage site, a nine-acre property zoned Industrial Light (IL) and PUD 124, located about one-third mile south of Omaha Street and west of Aspen Avenue.

The amendment proposes a slight adjustment to the west setback, reducing it from 30 feet to 28.5 feet to accommodate existing development. No other setbacks or design standards will be changed.

Background history noted that the original PUD 124 was approved in 2000, followed by prior minor amendments in 2009 (sign modifications) and 2021 (exterior, screening, and open vehicle storage changes).

Staff confirmed the property is outside the 100-year floodplain and found the request consistent with surrounding land uses and zoning. Staff therefore recommended approval of PUD-002431-2025.

During the discussion of PUD-002431-2025, commissioners clarified that the only modification in the amendment was a reduction of the west setback from 30 feet to 28.5 feet.

Ms. Hackett confirmed this was the sole change and that all other conditions of the original PUD remained intact. She explained that the setback adjustment was needed because the applicant plans to expand two buildings along the west side of the mini-storage site, and the expansion would slightly exceed the current setback requirements.

When asked, she confirmed that no easements are being altered—only the setback line—and that the applicant, not city staff, initiated the request. City departments had no objections to the modification.

MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa
Move to Approve Item 25-1499 PUD-002431-2025, minor amendment to PUD-124, 9

acres, IL (Industrial Light)/PUD-124, located one-third mile south of Omaha Street (51st Street), west of Aspen Avenue (145th E. Avenue
The motion carried by the following vote:
Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business

A. 25-1519 Consideration, discussion, and possible approval of 2026 Planning Commission meeting schedule

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Approve Item 25-1519 2026 Planning Commission meeting schedule
The motion carried by the following vote:
Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

B. 25-1526 Appointment of two (2) Planning Commissioners to serve on the Downtown Master Plan Advisory Committee

Rocky Henkel, Director of Community Development, presented Item 25-1526. The City of Broken Arrow's new Downtown Master Plan Advisory Committee has been formally established under Ordinance 3898, marking the city's first comprehensive downtown study since 2005, which produced today's Rose District. The upcoming plan will envision the future of downtown from 71st Street to 91st Street and from Elm Place to Lynn Lane, examining how to extend and redefine the area's identity and opportunities.

City staff received 13 consultant proposals and will present a recommendation to the City Council in early November. The advisory committee will include 18–20 members, with representation from the City Council (two appointees each), the Planning Commission (two members), the school district, the Chamber of Commerce, the Economic Development Corporation, the City Manager, and additional local stakeholders.

The study's primary focus is land use. Still, it will also evaluate economic development, infrastructure, and community identity—including potential expansion or creation of new districts beyond 81st Street, and the reuse of major sites such as City Hall (once it relocates to 91st & Main), Harvest Church, and the future Veterans Museum site.

The committee is expected to meet monthly for about a year, encouraging robust public engagement as it shapes the next phase of Broken Arrow's downtown growth.

The commissioners discussed participation in the upcoming Downtown Master Plan Advisory Committee. They confirmed that its focus will include streetscapes, lighting, and overall design, though land use will remain the top priority. Commissioners noted that the study could explore renaming or creating a new district south of 81st Street, such as a "Patriot District," as part of its broader downtown vision.

Staff explained that RFP reviews and contract selection are underway, with committee meetings expected to begin in December or January. Commissioners Mindy Payne and Jaylee Klempa both volunteered and were nominated to serve on the committee. The group agreed they would provide regular progress updates to the Planning Commission once meetings begin.

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend
Move to Approve Item 25-1526 Appointment of two (2) Planning Commissioners, Mindy Payne and Jaylee Klempa, to serve on the Downtown Master Plan Advisory Committee
The motion carried by the following vote:
Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)

During the closing discussion, Planning Commissioner Mindy Payne asked for an update on the New Orleans Square Overlay District, and Mr. Henkel explained that the Council recently held individual meetings with members to review it. Feedback from those sessions indicated the overlay has become too restrictive for developers, citing examples such as the McDonald's rebuild project that couldn't meet current criteria despite being an existing use. Staff will now review the entire overlay for possible revisions or repeal and present recommendations to both the Planning Commission and City Council.

Mr. Henkel also confirmed that the subdivision regulations update remains in progress and will return to the Commission once revisions are complete.

Mr. Henkel introduced Jane Wyrick, the new Planning & Development Manager, and Rebecca Blaine, the new Planning Section Manager, both with prior experience in Shawnee, Newcastle, and Guthrie. Commissioners praised the strengthened planning team and discussed the late delivery of meeting agendas, noting that it limits their ability to review materials or visit sites beforehand.

The issue was acknowledged, and staff are working to meet the goal of distributing agendas by the Friday before meetings, now that the department is fully staffed. Rocky Henkel suggested sending draft agendas as a backup and emphasized the importance of holding applicants to submission deadlines. The exchange ended on a humorous note, with appreciation for the team's collaboration and good spirits.

10. Adjournment

The meeting was adjourned at 6:00 p.m.

MOTION: A motion was made by Jason Coan, seconded by Robert Goranson
Move to Adjourn
The motion carried by the following vote:

Aye: 3 - Jonathan Townsend, Jason Coan, Robert Goranson
Nay: 2 - Mindy Payne, Jaylee Klempa

City of Broken Arrow

Request for Action

File #: 25-1613, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Acceptance of Drainage Advisory Committee meeting minutes of July 28, 2025

Background:
The minutes of the Drainage Advisory Committee meeting held July 28, 2025 were approve by the Drainage Advisory Committee on October 27, 2025.

Cost: $103.00

Funding Source: N/A

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: 07-28-2025 Drainage Advisory Committee Meeting Minutes

Recommendation:
Accept the Drainage Advisory Committee meeting minutes of July 28, 2025

City of Broken Arrow

Minutes
Drainage Advisory Committee

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chair Lori Hendricks
Vice Chair Denise Mason
Member Amber Hamilton
Member Johnnie Parks
Member Donna Wallace
Member Donna Wiedower
Member David Pickel

Monday, July 28, 2025 **Time 6:00 p.m.** **Council Chambers**

1. Call to Order

Chair Lori Hendricks called the meeting to order at 6:00 p.m.

2. Roll Call

Present: 6 – Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks
Absent: 1- Donna Weidower

3. Consideration of Consent Agenda

A. 25-1071 **Approval of Drainage Advisory Committee meeting minutes of April 28th, 2025**

MOTION: A motion was made by Johnnie Parks, seconded by Denise Mason
Move to Approve Consent Agenda

The motion carried by the following vote:
Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

4. Consideration of Items Removed from Consent Agenda - NONE

5. Presentations - NONE

6. General Committee Business

A. 25-1067 **Consideration, discussion, and possible action to recommend to City Council to expend funds for drainage improvements adjacent to the Millicent Pond II Subdivision (Case No. 25-011)**

Sarah Walters, Stormwater Project Manager, presented an overview of a drainage issue affecting homes along South Joshua Avenue in the Millicent Pond subdivision, located south of Houston Street and east of Olive Avenue. The subdivision, platted in 2008, receives significant off-site stormwater flow—about 18 acres generating roughly 44 CFS—that impacts properties along the subdivision's edge. A temporary swale and inlet system was installed initially, but the swale has since silted in and deteriorated. There is currently no easement or maintenance obligation, preventing the city from accessing or improving the drainage feature.

Photos showed substantial standing water after rainfall, with reports of water encroaching near property foundations. Ms. Walters emphasized the public benefit of addressing the flooding by directing stormwater into the public drainage system and recommended approval of the project to the committee.

Questioned whether the drainage issues had worsened over time and whether any new development had occurred on the vacant land contributing to the problem, Ms. Walters confirmed there has been no development—only a single house with open field—and that conditions have likely worsened due to lack of maintenance. The original temporary swale has silted in, but there is no documented easement allowing city access for repairs or upkeep. Ms. Walters explained that they are working to secure a temporary easement to enable cleaning and reanalysis, noting that the swale appears to have been an interim measure tied to an unbuilt phase of the subdivision. While the inlet is located within a drainage easement, the swale itself is not, which is unusual and complicates maintenance responsibility.

Steve Curtis, a resident, described the worsening drainage problems behind his property over the past decade. The temporary drainage ditch, originally meant to control runoff, has silted in, become overgrown with tall weeds, and no longer contains water within its banks. He explained that even a moderate rain of half an inch per hour now creates creek-like flow alongside his house, resulting in water up to mid-shin depth. The persistent water issues have led to significant structural damage, including the installation of 16 piers and repairs to his master bathroom. Neighbors on either side have also had to install piers. Mr. Curtis noted that the ditch was initially tied to a planned third phase of the subdivision that was never built, leaving no formal easement and no ongoing maintenance. He expressed frustration that the current property owner has not addressed the problem and said he feels he has no other recourse.

The committee acknowledged Mr. Curtis's concerns and confirmed the drainage issue worsened over time because the temporary swale was never converted into a permanent, maintained channel after the planned third phase of the subdivision fell through. Mr. Curtis had been unable to contact the property owner; attempts by staff had also not yielded a response. Staff explained that resolving the problem would require the property owner's cooperation to allow survey and construction access; otherwise, the city might have to pursue eminent domain. They noted the developer originally responsible was PMC Homes and promised to review historical agreements.

The committee agreed the engineering work could begin even while efforts to reach the property owner continued, since preliminary design could inform negotiations. If the property owner refused, options included code enforcement or acquisition. The commission decided to approve the recommendation to move forward, recognizing immediate relief was needed for affected residents, while still attempting to work cooperatively with the property owner before considering more forceful measures.

MOTION: A motion was made by Johnnie Parks, seconded by Donna Wallace
Move to Approve Item 25-1067 recommend to City Council to expend funds for drainage improvements adjacent to the Millicent Pond II Subdivision (Case No. 25-011)

The motion carried by the following vote:

Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

B. 25-1068 Consideration, discussion, and possible action to recommend to City Council to expend funds to mitigate erosion and protect utilities in the Waterford Park Subdivision (Case No. 25-012)

Sarah Walters, Stormwater Project Manager, presented a stormwater and infrastructure issue in the Waterford Park Subdivision, located north of 111th Street and east of Aspen Avenue. A creek runs behind homes in the cul-de-sac where a sanitary sewer line crosses. The line is encased in concrete, but creek erosion has dropped the creek bed one to two feet below the top of the encasement. As water flows against the concrete, it has caused severe erosion—eight to twelve feet—into a resident's property, exposing the sanitary line and undermining fencing.

Photos showed progressive erosion over just two months, and additional utilities like cables and possibly a gas line are now exposed, creating both infrastructure risk and safety hazards. Staff recommended that the project be forwarded to the City Council for approval to protect the sewer line and address the erosion damage caused by the creek.

The discussion centered on how to address the exposed sanitary sewer line and severe creek erosion behind homes in Waterford Park. Ms. Walters explained that the city's initial plan is to remove the existing concrete encasement around the sewer line, replace it with a steel casing, backfill and compact the area, and then stabilize it with riprap. This design would reduce the blunt edge that currently catches water and debris. A temporary measure may also be installed soon due to immediate safety concerns, as the property owner has children and the erosion is advancing quickly.

The creek is classified as a Blue Line stream, meaning coordination with the U.S. Army Corps of Engineers and a nationwide permit—likely for utility work or erosion repair—will be required. The project area is owned by two HOAs (Waterford 1 and Waterford 2), and coordination with both will be necessary for access and long-term maintenance responsibilities.

Committee members discussed the potential for debris accumulation around the pipe, noting that regular monitoring will still be required after improvements. The project funding request includes both survey and construction, with design to be handled in-house. Because of the 500 CFS flow during 100-year flood events, the repairs are considered urgent to protect city infrastructure and prevent further property damage.

MOTION: A motion was made by Denise Mason, seconded by Johnnie Parks
Move to Approve Item 25-1068 recommend to City Council to expend funds to mitigate erosion and protect utilities in the Waterford Park Subdivision (Case No. 25-012)

The motion carried by the following vote:
Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

C. 25-1069 Consideration, discussion, and possible action to recommend to City Council to expend construction funds to mitigate the erosion and re-establish the ditch along W. Freeport St. (Case No. 25-013)

Sarah Walters, Stormwater Project Manager, explained that 319 West Freeport Street, located in Broken Arrow's Old Town area, is experiencing stormwater issues due to changes in drainage patterns. Historically, a swale along Freeport Street carried water away, but it has silted in over time. Additionally, curb and sidewalk improvements along Cedar now divert water down the applicant's driveway, causing erosion, washing out the driveway, and flooding a shed.

The proposed project is to re-establish the roadside ditch in the public right-of-way to restore proper drainage and prevent runoff from entering the property. The work will also include repairing the damaged driveway caused by public water flow. Ms. Walters noted that the plan is already developed and can be carried out in coordination with the Streets and Stormwater Department. Staff recommended approval of construction funding so the project can proceed.

The committee discussion clarified that the drainage issue at 319 West Freeport Street stems from outdated infrastructure in Broken Arrow's Old Town, where no stormwater design standards existed when the area was originally platted in 1902. Modern improvements, such as the curb and sidewalk on Cedar, unintentionally redirected water down the applicant's driveway. The existing Cowan Group design for nearby Cedar and Iola improvements shows that even with recent upgrades, the 100-year storm flows still exceed capacity, nearly reaching property entrances.

The consensus was that the city cannot feasibly retrofit the area to meet modern 100-year storm standards, but it can address "nuisance flows" that cause localized damage. The plan is to re-establish a swale to keep water in the right-of-way and possibly raise part of the driveway to direct runoff away from the property. Because repairs extend onto private property, the project requires coordination beyond the Streets and Stormwater department alone.

Committee members supported moving the project forward for construction funding, acknowledging it will improve conditions even if it cannot eliminate the extreme flood risk inherent to Old Town's original layout.

MOTION: A motion was made by David Pickel, seconded by Donna Wallace
Move to Approve Item 25-1069 recommend to City Council to expend construction funds to mitigate the erosion and re-establish the ditch along W. Freeport St. (Case No. 25-013)

The motion carried by the following vote:
Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

D. 25-1070 Consideration, discussion, and possible action to recommend to City Council to expend design funds for drainage improvements in the Silvertree subdivision (Case No. 25-014)

Sarah Walters, Stormwater Project Manager, explained the flooding issue affecting 1312 West Roanoke in the Silvertree subdivision, located south of New Orleans Street and east of South Aspen Avenue, near New Orleans Square. The subdivision was platted in 1979, prior to modern stormwater design standards, which have contributed to ongoing drainage problems.

Runoff from an approximately 18-acre unplatted tract flows southwest toward a lot owned by PSO (Public Service Company of Oklahoma), known locally as the PSO lot. This runoff collects at the southwest corner and lacks a proper outlet, causing water to drain directly through residential backyards in Silvertree. Residents report that after rain events, water behaves like a small creek, continuing to flow for hours and leaving sediment deposits and soil settlement around patios and pavers.

Photos and videos provided show standing water and saturated ground conditions both in the affected yards and at the PSO lot. Some runoff also reaches Quantico Place, inundating the sidewalk. Ms. Walters noted the scale of water involved is significant, underscoring the need for a solution that accounts for both yard flooding and street impacts.

The discussion confirmed that runoff from the 18-acre tract flows through a PSO-owned lot with a central transmission line and into the Silvertree subdivision yards, causing significant drainage problems that were never accounted for in the original 1979 subdivision plans. The water continues flowing for hours after rainfall, saturating yards and even inundating sidewalks along Quantico Place.

Ms. Walters clarified that the city already holds easements for a water and sanitary line behind the properties, which may allow access for installing new storm inlets to capture the runoff and

tie it into the existing storm sewer along Quantico Place. Coordination with PSO will be required to determine safe work distances from the transmission infrastructure.

The request at this stage is for $50,000 in design funds to hire a consultant to evaluate options and prepare plans. The long-term solution is expected to involve capturing the off-site runoff into a storm system rather than allowing it to flow through private yards.

MOTION: A motion was made by Johnnie Parks, seconded by Denise Mason
Move to Approve Item 25-1070 recommend to City Council to expend design funds for drainage improvements in the Silvertree subdivision (Case No. 25-014)

The motion carried by the following vote:

Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

E. 25-1072 Consideration, discussion, and possible action to recommend to City Council to expend survey and construction funds for drainage improvements along the Indian Springs Golf Course and in the Indian Springs 2nd Addition subdivision (Case No. 25-015)

Sarah Walters, Stormwater Project Manager, outlined the drainage problem affecting Fairway Drive in the Indian Springs Second Edition neighborhood, located south of Jasper Street and west of Lynn Lane. The stormwater system currently collects runoff from the neighborhood and discharges it across the golf course. However, the discharge pipe is in poor condition — exposed, disconnected, and contributing to significant erosion on the golf course.

Only one storm inlet exists on the south side of Fairway Drive, leaving runoff from the north side of the street to pond during rainfall events. This insufficient inlet capacity, combined with the failing downstream pipe, is causing frequent street flooding. The project will likely require replacement of the damaged pipe, additional inlets, and coordination with the golf course to restore proper drainage and address the erosion issue.

The city's role here is significant because the stormwater system in question is a public system that predates modern design standards and easement requirements. Even though no recorded easement exists, the infrastructure serves public drainage for the adjacent residential neighborhood, making it the city's responsibility to repair and maintain it.

The project involves replacing the failing 48-inch metal discharge pipe on the golf course, stabilizing the eroded area, and likely adding an inlet to reduce street flooding on Fairway Drive. Before work can proceed, the city will need to secure an easement from Indian Springs Country Club to access and maintain the drainage improvements in the future legally. Staff indicated that negotiations should be straightforward due to a long-standing cooperative relationship with the club.

The work will use modern materials—most likely high-performance plastic storm pipe (HP Storm)—and may require a new headwall or erosion control measures depending on conditions found during closer inspection. This first phase addresses the immediate structural and flooding issues, with a broader drainage study planned to evaluate long-term solutions for the neighborhood and golf course area.

MOTION: A motion was made by Amber Hamilton, seconded by Donna Wallace
Move to Approve Item 25-1072 recommend to City Council to expend survey and construction funds for drainage improvements along the Indian Springs Golf Course and in the Indian Springs 2nd Addition subdivision (Case No. 25-015)

The motion carried by the following vote:

Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

F. 25-1076 Consideration, discussion, and possible action to recommend to City Council to expend construction funds to replace a retaining wall along Liberty Trail (Case No. 25-016)

Charlie Bright, Director of Engineering and Construction, presented the Liberty Trail Wall project, which involves a structurally failing retaining wall located on Oklahoma Turnpike Authority (OTA) property, but supporting a City of Broken Arrow trail. The trail is city-maintained under an agreement with OTA. Still, because the property itself is not city-owned, the repair cannot be funded through standard city bond programs—hence its review by the Drainage Advisory Committee (DAC) and Proposition 6 funding.

The wall failure stems from drainage issues: runoff from the turnpike flows toward the wall, and the original geogrid reinforcement intended to anchor the wall into the slope either washed out or was never properly installed. Over time, this has led to structural compromise, with portions of the wall sliding onto the trail, forcing closure of the segment between Elm Place and Aspen Place.

The proposed solution is full wall reconstruction using a cast-in-place concrete design, which offers greater durability than the current VersaLock system. The plan also includes new drainage improvements—likely inlets or a swale system—to intercept and redirect water beneath the trail into the existing channel and box culvert under the turnpike. These combined measures would stabilize the slope, protect the trail, and allow it to be safely reopened.

The discussion clarified several key points about the Liberty Trail Wall repair project. The City of Broken Arrow did not initially construct the wall in question. It was part of the Oklahoma Turnpike Authority's infrastructure, and the trail was added afterward at the City's request. During construction, geogrid reinforcement specified in the plans was omitted—likely due to OTA's unwillingness to allow excavation near their roadway—leaving the wall structurally vulnerable. Despite this, it lasted about 25 years before failing.

The wall's failure is attributed to poor drainage design; runoff from the turnpike was directed over the top of the wall and trail without proper collection or diversion. The wall is one of the largest of several similar structures along the trail system, though this is currently the only one showing major failure.

The City intends to design the repair in-house, replacing the existing VersaLock wall with a cast-in-place concrete structure and adding drainage improvements to capture and redirect runoff under the trail. Access and constructability pose significant challenges since the site is adjacent to an on-ramp; work may require lane closures on the turnpike.

Originally estimated at $350,000, the funding request was raised to $500,000 to account for access complications and the wall's length (approximately 1,000 feet). The project will be bid out this winter, with construction targeted for completion in the spring. The work will be funded from the applicable drainage basin account, though this will significantly draw down available funds until replenished by the next funding cycle.

MOTION: A motion was made by Johnnie Parks, seconded by Denise Mason
Move to Approve Item 25-1076 recommend to City Council to expend construction funds to replace a retaining wall along Liberty Trail (Case No. 25-016)

The motion carried by the following vote:
Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

G. 25-1077 **Consideration, discussion, and possible action to recommend to City Council to expend design funds for low water crossing improvements along Broken Arrow Creek contingent upon obtaining ownership of the private road (Case No. 25-017)**

Sarah Walters, Stormwater Project Manager, explained that this project concerns a private driveway crossing south of Washington and west of Lynn Lane, situated along Broken Arrow Creek within both the floodplain and floodway. The crossing serves a private residence but also conveys runoff from the Oakcrest subdivision to the north, which lacks detention facilities. Nearby, Oakcrest Elementary and Arrowhead Park do include detention, but their basins do not mitigate this particular flow. The gravel driveway at the crossing repeatedly washes out after significant rains, leaving it impassable. Photos presented show the extent of flooding and erosion in the area, illustrating that while the conditions appear severe, they are consistent with the location's floodplain designation.

The project discussed involves a low-water crossing south of Washington and west of Lynn Lane that serves as the only access to a private residence. The crossing lies in the floodplain of Broken Arrow Creek and routinely washes out because runoff from the Oakcrest subdivision, which lacks detention, flows through this area. The drive is privately owned and shared among several property owners, meaning it is not part of the city's street inventory and cannot receive city improvements unless it is dedicated. The applicant has already spent thousands on temporary fixes, but flooding continues, limiting trash collection and emergency access.

Historically, the area developed in the county before annexation and before FEMA standards, and nearby subdivisions had declined previous opportunities to connect roads. Although the house itself sits above the floodplain, the driveway is not, and any permanent fix would require a new structure and coordination with property owners for right-of-way. The committee supported moving forward with a design study to evaluate solutions and engage the property owners, but agreed that construction funding would depend on securing access rights and dedication of the road.

MOTION: A motion was made by Johnnie Parks, seconded by Amber Hamilton
Move to Approve Item 25-1077 recommend to City Council to expend design funds for low water crossing improvements along Broken Arrow Creek contingent upon obtaining ownership of the private road (Case No. 25-017)

The motion carried by the following vote:
Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

7. Adjournment

The meeting was adjourned at 7:20 p.m.

MOTION: A motion was made by Donna Wallace, seconded by Lori Hendricks
Move to Adjourn

The motion carried by the following vote:
Aye: 6 - Amber Hamilton, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori HendricksJ

Lori Hendricks
Chairperson

Lisa Blackford
Deputy City Clerk

City of Broken Arrow

Request for Action

File #: 25-1342, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of and authorization to publish the 2026 notification of regularly scheduled meetings of the Broken Arrow City Council and its public bodies

Background:
The Oklahoma Open Meeting Act requires that all public bodies shall give notice in writing by December 15 of each calendar year of the schedule showing the date, time, and place of the regularly scheduled meetings of such public bodies for the following calendar year.

Cost: $0

Funding Source: N/A

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: 2026 Calendar Year schedule of regular meetings

Recommendation:
Approve and authorize the publishing of the 2026 meeting schedule of the Broken Arrow City Council and its public bodies.

2026 CALENDAR YEAR
REGULAR MEETINGS

VISIT BROKEN ARROW

COUNCIL CHAMBERS AT CITY HALL
220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA

Meetings will take place in the **Council Chambers** at City Hall, on the second Tuesday of each month.

DATE	TIME	PLACE
January 13, 2026	3:30 p.m.	Council Chambers
February 10, 2026	3:30 p.m.	Council Chambers
March 10, 2026	3:30 p.m.	Council Chambers
April 14, 2026	3:30 p.m.	Council Chambers
May 12, 2026	3:30 p.m.	Council Chambers
June 9, 2026	3:30 p.m.	Council Chambers
July14, 2026	3:30 p.m.	Council Chambers
August 11, 2026	3:30 p.m.	Council Chambers
September 8, 2026	3:30 p.m.	Council Chambers
October 13, 2026	3:30 p.m.	Council Chambers
November 10, 2026	3:30 p.m.	Council Chambers
December 8, 2026	3:30 p.m.	Council Chambers

To be completed by the person filing notice:

Name: Makala Barton
Title: Tourism Manager
Address: 220 South First Street
Broken Arrow, OK 74012
Phone: (918) 259-700 x 2011

Posted at City Hall at _____ a.m./p.m. on the ____ day of _____, 2025.

Signed: _____
City Clerk

2026 CALENDAR YEAR

DRAINAGE ADVISORY COMMITTEE

SCHEDULE OF REGULAR MEETINGS NOTICE

LOCATION:

220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA 74012

DATE	TIME	PLACE
January 26, 2026	6:00 p.m.	City Council Chambers
April 27, 2026	6:00 p.m.	City Council Chambers
July 27, 2026	6:00 p.m.	City Council Chambers
October 26, 2026	6:00 p.m.	City Council Chambers

Posted this _____ day of _____ 2026 at _____ am/pm

Signed: _____
City Clerk

NOTICE OF 2026 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS

City of Broken Arrow

COUNCIL CHAMBERS

220 South First Street
Broken Arrow, Oklahoma 74012

PLANNING COMMISSION

DATE	TIME	PLACE
January 08, 2026	5:30 p.m.	Council Chambers
January 22, 2026	5:30 p.m.	Council Chambers
February 12, 2026	5:30 p.m.	Council Chambers
February 26, 2026	5:30 p.m.	Council Chambers
March 12, 2026	5:30 p.m.	Council Chambers
March 26, 2026	5:30 p.m.	Council Chambers
April 09, 2026	5:30 p.m.	Council Chambers
April 23, 2026	5:30 p.m.	Council Chambers
May 14, 2026	5:30 p.m.	Council Chambers
May 28, 2026	5:30 p.m.	Council Chambers
June 11, 2026	5:30 p.m.	Council Chambers
June 25, 2026	5:30 p.m.	Council Chambers
July 09, 2026	5:30 p.m.	Council Chambers
July 23, 2026	5:30 p.m.	Council Chambers
August 13, 2026	5:30 p.m.	Council Chambers
August 27, 2026	5:30 p.m.	Council Chambers
September 10, 2026	5:30 p.m.	Council Chambers
September 24, 2026	5:30 p.m.	Council Chambers
October 08, 2026	5:30 p.m.	Council Chambers
October 22, 2026	5:30 p.m.	Council Chambers
November 05, 2026	5:30 p.m.	Council Chambers
November 19, 2026	5:30 p.m.	Council Chambers
December 03, 2026	5:30 p.m.	Council Chambers
December 17, 2026	5:30 p.m.	Council Chambers

Posted this _____ day of _____ 2025 at _____ am/pm

Signed: _____
City Clerk

BOARD OF ADJUSTMENT

DATE	TIME	PLACE
January 12, 2026	5:00 p.m.	City Council Chambers
February 09, 2026	5:00 p.m.	City Council Chambers
March 09, 2026	5:00 p.m.	City Council Chambers
April 13, 2026	5:00 p.m.	City Council Chambers
May 11, 2026	5:00 p.m.	City Council Chambers
June 08, 2026	5:00 p.m.	City Council Chambers
July 13, 2026	5:00 p.m.	City Council Chambers
August 10, 2026	5:00 p.m.	City Council Chambers
September 14, 2026	5:00 p.m.	City Council Chambers
October 12, 2026	5:00 p.m.	City Council Chambers
November 09, 2026	5:00 p.m.	City Council Chambers
December 14, 2026	5:00 p.m.	City Council Chambers

Posted this _____ day of _____ 2025 at _____ am/pm

Signed: _____
City Clerk

NUISANCE ABATEMENT PUBLIC HEARINGS

DATE	TIME	PLACE
January 7, 2026	12:00 p.m. Noon	Council Chambers
February 4, 2026	12:00 p.m. Noon	Council Chambers
March 4, 2026	12:00 p.m. Noon	Council Chambers
April 1, 2026	12:00 p.m. Noon	Council Chambers
May 6, 2026	12:00 p.m. Noon	Council Chambers
June 3, 2026	12:00 p.m. Noon	Council Chambers
July 1, 2026	12:00 p.m. Noon	Council Chambers
August 5, 2026	12:00 p.m. Noon	Council Chambers
September 2, 2026	12:00 p.m. Noon	Council Chambers
October 7, 2026	12:00 p.m. Noon	Council Chambers
November 4, 2026	12:00 p.m. Noon	Council Chambers
December 2, 2026	12:00 p.m. Noon	Council Chambers

Posted this _____ day of _____ 2025 at _____ am/pm

Signed: _____
City Clerk

NOTICE OF 2026 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS

City of Broken Arrow

COUNCIL CHAMBERS

220 South First Street
Broken Arrow, Oklahoma 74012

BROKEN ARROW CITY COUNCIL

DATE	TIME	PLACE
January 6, 2026	6:30 p.m.	Council Chambers
January 20, 2026	6:30 p.m.	Council Chambers
February 3, 2026	6:30 p.m.	Council Chambers
February 17, 2026	6:30 p.m.	Council Chambers
March 3, 2026	6:30 p.m.	Council Chambers
March 24, 2026 (NIC Conference)	6:30 p.m.	Council Chambers
April 7, 2026	6:30 p.m.	Council Chambers
April 21, 2026	6:30 p.m.	Council Chambers
May 5, 2026	6:30 p.m.	Council Chambers
May 19, 2026	6:30 p.m.	Council Chambers
June 1, 2026 **Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
June 15, 2026 **Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
July 14, 2026	6:30 p.m.	Council Chambers
August 3, 2026 **Monday (National Night Out)	6:30 p.m.	Council Chambers
August 18, 2026	6:30 p.m.	Council Chambers
September 1, 2026	6:30 p.m.	Council Chambers
September 15, 2026	6:30 p.m.	Council Chambers
October 6, 2026	6:30 p.m.	Council Chambers
October 20, 2026	6:30 p.m.	Council Chambers
November 3, 2026	6:30 p.m.	Council Chambers
November 16, 2026 **Monday (NIC Conference)	6:30 p.m.	Council Chambers
December 1, 2026	6:30 p.m.	Council Chambers
December 15, 2026	6:30 p.m.	Council Chambers

The City Council meetings are immediately followed by the Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority.

Posted this _____ day of _____ 2025 at _____ am/pm

Signed: _____
City Clerk

BROKEN ARROW MUNICIPAL AUTHORITY

DATE	TIME	PLACE
January 6, 2026	6:30 p.m.	Council Chambers
January 20, 2026	6:30 p.m.	Council Chambers
February 3, 2026	6:30 p.m.	Council Chambers
February 17, 2026	6:30 p.m.	Council Chambers
March 3, 2026	6:30 p.m.	Council Chambers
March 24, 2026 (NIC Conference)	6:30 p.m.	Council Chambers
April 7, 2026	6:30 p.m.	Council Chambers
April 21, 2026	6:30 p.m.	Council Chambers
May 5, 2026	6:30 p.m.	Council Chambers
May 19, 2026	6:30 p.m.	Council Chambers
June 1, 2026 **Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
June 15, 2026 **Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
July 14, 2026	6:30 p.m.	Council Chambers
August 3, 2026 **Monday (National Night Out)	6:30 p.m.	Council Chambers
August 18, 2026	6:30 p.m.	Council Chambers
September 1, 2026	6:30 p.m.	Council Chambers
September 15, 2026	6:30 p.m.	Council Chambers
October 6, 2026	6:30 p.m.	Council Chambers
October 20, 2026	6:30 p.m.	Council Chambers
November 3, 2026	6:30 p.m.	Council Chambers
November 16, 2026 **Monday (NIC Conference)	6:30 p.m.	Council Chambers
December 1, 2026	6:30 p.m.	Council Chambers
December 15, 2026	6:30 p.m.	Council Chambers

* **Time:** Follows the City Council meeting which begins at 6:30 p.m.

Posted this _____ day of _____ 2025 at _____ am/pm

Signed: _____
City Clerk

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

DATE	TIME	PLACE
January 6, 2026	6:30 p.m.	Council Chambers
January 20, 2026	6:30 p.m.	Council Chambers
February 3, 2026	6:30 p.m.	Council Chambers
February 17, 2026	6:30 p.m.	Council Chambers
March 3, 2026	6:30 p.m.	Council Chambers
March 24, 2026 (NIC Conference)	6:30 p.m.	Council Chambers
April 7, 2026	6:30 p.m.	Council Chambers
April 21, 2026	6:30 p.m.	Council Chambers
May 5, 2026	6:30 p.m.	Council Chambers
May 19, 2026	6:30 p.m.	Council Chambers
June 1, 2026 **Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
June 15, 2026 **Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
July 14, 2026	6:30 p.m.	Council Chambers
August 3, 2026 **Monday (National Night Out)	6:30 p.m.	Council Chambers
August 18, 2026	6:30 p.m.	Council Chambers
September 1, 2026	6:30 p.m.	Council Chambers
September 15, 2026	6:30 p.m.	Council Chambers
October 6, 2026	6:30 p.m.	Council Chambers
October 20, 2026	6:30 p.m.	Council Chambers
November 3, 2026	6:30 p.m.	Council Chambers
November 16, 2026 **Monday (NIC Conference)	6:30 p.m.	Council Chambers
December 1, 2026	6:30 p.m.	Council Chambers
December 15, 2026	6:30 p.m.	Council Chambers

* **Time:** Follows the City Council meeting which begins at 6:30 p.m. and the Broken Arrow Municipal Authority meeting which immediately follows the Council meeting

Posted this _____ day of _____ 2025 at _____ am/pm

Signed: _____
City Clerk

**** Regular Council Meetings are on the 1st and 3rd Tuesday of each month unless otherwise indicated.**

City of Broken Arrow

Request for Action

File #: 25-1512, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Old Town Alleyway Improvements between Commercial and Broadway/Ash and 4th (Project Number ST26270)

Background:
Engineering & Construction Department staff negotiated an Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. to provide design services for the project in question. Per the agreement, the consultant shall provide services to develop construction plans for alleyway pavement and drainage improvements at two locations: the alleyway between W. Broadway Avenue and W. Commercial Street beginning at S. Ash Avenue then eastward approximately 180 feet; and the alleyway between E. Broadway Avenue and E. Commercial Street beginning at S. 4th Street then westward approximately 380 feet.

The design improvements included in the agreement are as follows: approximately 20' pavement (concrete or asphalt) in a v-ditch configuration which will allow for vehicular traffic and access along the alleyway, a concrete curb along at least one side of alleyway at both locations, improvements to grade along the parking area for the alley at Ash Avenue and adjusting manholes along the alleyway west of 4th Street..

Staff recommend approval of the agreement for professional consultant services.

Cost: $30,000.00

Funding Source: Engineering Professional Services (STCI)

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:
Approve of and authorize execution of Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Old Town Alleyway Improvements between Commercial and Broadway/Ash and 4th (Project Number ST26270)

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
OLD TOWN ALLEYWAY IMPROVEMENTS BETWEEN COMMERICIAL AND BROADWAY/ASH AND 4TH
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST26270

1.0 Professional Consulting Firm:

1.1	Name:	Professional Engineering Consultants, P.A.
1.2	Telephone No.:	918-664-5400
1.3	Address:	1924 South Utica Avenue, Suite 1400 Tulsa, OK 74104

2.0 Project Name/Location: Old Town Alleyways between Commercial Street and Broadway Avenue/Ash Avenue and 4th Street, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for alleyway pavement and drainage improvements at two locations: alleyway between W. Broadway Avenue and W. Commercial Street beginning at S. Ash Avenue then eastward approximately 180 feet; and alleyway between E. Broadway Avenue and E. Commercial Street beginning at S. 4th Street then westward approximately 380 feet. Design to include approximately 20' paved v-ditch type roadway section, including curb and gutter along at least one side of the pavement for both locations and the parking area for the alley off of Ash Avenue. Work shall consist of the following: preparation of AutoCAD Base map/drawing from aerial imagery and linework as well as topographic survey (provided by OWNER); plans for alleyway pavement and drainage improvements (i.e. paving, curb, curb and gutter, and adjusting manholes to grade); and preparation of construction documents. These documents shall consist of, but not be limited to, the following: title sheet; paving plans, plan and profile sheets; pay items and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); and special construction details and specifications, if needed.

4.0 Agreement Summary:

4.1 Agreement Amount:

Construction Document Phase	$ 28,200.00
Assistance During Bidding/Construction Phase	$ 1,800.00
TOTAL AGREEMENT AMOUNT	$ 30,000.00

4.2 Agreement Time: 49 calendar days

5.0 Agreement Approved by the Owner on: _____ 2025

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
OLD TOWN ALLEYWAY IMPROVEMENTS BETWEEN COMMERICIAL AND BROADWAY/ASH AND 4TH
PROJECT NO. ST26270

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Professional Engineering Consultants, P.A., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to repair various alleyways between Commercial Street and Broadway Avenue/Ash Avenue and 4th Street within the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS
CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;
(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and
(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER as an Additional Insured and certificate holder on their certificates of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse to the extent allowed by law.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not

limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER
A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION
This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS
To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT
Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS
Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION
CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

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ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that they:

24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

24.1.2 Have properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Have verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply with the requirements and obligations imposed by the Immigration Laws and set forth in Paragraphs 24.1.1, 24.1.2, and 24.1.3, above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least $100,000 paid in whole or in part from City funds.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:	City of Broken Arrow 485 N. Poplar Avenue Broken Arrow, OK 74012 Contact: Mr. Travis Small, P.E., CFM Transportation Division Manager
CONSULTANT:	Professional Engineering Consultants, P.A. 1924 South Utica Avenue, Suite 1400 Tulsa, OK 74104 (918) 664-5400 Contact Name: Ben Mabry, P.E. Principal-in-Charge

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 – ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon
City Manager

Date: _____

CONSULTANT:
Professional Engineering Consultants, P.A.

By: Alex Darby
Alex Darby, P.E., VP of Municipal Markets

Date: 11/10/2025

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Ben Mabry, P.E., Senior VP of Municipal Markets

Date: 11/11/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of OKLAHOMA)
) §
County of Tulsa)

Before me, a Notary Public, on this 10th day of November, 2025, personally appeared Alex Darby, known to be to be the VP of Municipal Markets of Professional Engineering Consultants, P.A., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

March 10, 2029

Tonya Jobe
Notary Public

TONYA JOBE NOTARY PUBLIC #25002876 Exp 3/10/29 IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
OLD TOWN ALLEYWAY IMPROVEMENTS BETWEEN COMMERCIAL AND BROADWAY/ASH AND 4TH
PROJECT NO. ST26270

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____ 2025.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for alleyway pavement and drainage improvements at two locations: alleyway between W. Broadway Avenue and W. Commercial Street beginning at S. Ash Avenue then eastward approximately 180 feet; and alleyway between E. Broadway Avenue and E. Commercial Street beginning at S. 4th Street then westward approximately 380 feet. Design to include approximately 20' paved v-ditch type roadway section, including curb and gutter along at least one side of the pavement for both locations and the parking area for the alley off of Ash Avenue. Work shall consist of the following: preparation of AutoCAD Base map/drawing from aerial imagery and linework as well as topographic survey (provided by OWNER); plans for alleyway pavement and drainage improvements (i.e. paving, curb, curb and gutter, and adjusting manholes to grade); and preparation of construction documents. These documents shall consist of, but not be limited to, the following: title sheet; paving plans, plan and profile sheets; pay items and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); and special construction details and specifications, if needed.

2.0 PROJECT SCOPE

2.1 The project consists of alleyway pavement and drainage improvements along the alleys outlined in the project understanding. Improvements are anticipated to include approximately 20' pavement (concrete or asphalt) in a v-ditch configuration which will allow for vehicular traffic and access along the alleyway, a concrete curb along at least one side of alleyway at both locations, improvements to grade along the parking area for the alley at Ash Avenue and adjusting manholes along the alley west of 4th Street. All materials and designs to be in accordance with current City of Broken Arrow specifications and requirements.

2.1.1 The CONSULTANT shall provide a base map drawing, in AutoCAD (version 2020 or newer), on which to show the work that will be necessary, consisting of the following:

2.1.1.1 Prepare an AutoCAD base map/drawing from aerial

imagery and topographic survey (provided by OWNER) for use in plan preparation.

2.1.1.2 Generate and display edge of pavement lines, back-of-curb and face-of-curb lines, concrete panel joints, right-of-way and lot lines, driveway linework (where applicable), grading plan and street addresses from base map/drawing.

2.1.2 The CONSULTANT shall provide construction documents, consisting of the following:

2.1.2.1 Preparation of written project description, construction plans and development of an engineer's estimate of construction cost for bidding purposes along with an Excel spreadsheet for the OWNER to utilize in preparation of the Bidding Documents.

3.0 SCOPE OF SERVICES

3.1 **ADMINISTRATIVE/MANAGERIAL DUTIES**: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

3.1.1 Document meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days, as requested.

3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as project schedule and milestone dates.

3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.

3.1.4 Meet with the OWNER to discuss review comments for the Preliminary Phase of the project and incorporate appropriate comments into the following phase.

3.2 **CONSTRUCTION DOCUMENTS PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 PRELIMINARY PLANS:

3.2.1.1 Perform virtual office investigation followed by a field investigation to verify, identify problem areas, and prepare recommendations for drainage improvements.

3.2.1.2 Prepare preliminary drawings for all proposed construction plan sets.

- Title Sheet
- Typical Section(s)
- Pay Items and Notes Sheet
- Sheet Key Map
- Stormwater Pollution Prevention Plan
- Alleyway Pavement & Drainage Improvement Plan Sheets (including grading)

- Miscellaneous Details

3.2.1.3 Submit a half-size (11" x 17") PDF of all sets of preliminary plans for review by the OWNER

3.2.1.4 Submit an Engineer's Estimate of construction cost in PDF format for all sets of plans.

3.2.1.5 Attend meeting to review preliminary plans. It is understood that only (1) plan review meeting shall be conducted for the project.

3.2.2 FINAL PLANS:

3.2.2.1 Incorporate preliminary plan review comments and finalize all necessary design functions required to complete the final design phase of the project.

3.2.2.2 Prepare bid document quantities, in Excel format, in units compatible with OWNER requirements.

3.2.2.3 Prepare written description of project for bidding purposes in WORD format.

3.2.2.4 For all plan sets, submit one (1) signed/sealed unbound set of half-size (11" x 17") drawings on bond paper, a PDF copy of the plans, and one (1) set of final drawings on electronic media (AutoCAD 2020 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final Engineer's Estimate of construction cost in PDF format.

3.3 **ASSISTANCE DURING BIDDING PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Assist OWNER in answering technical questions, preparing addenda and addenda plan sheets, as required.

3.4 CONSTRUCTION ASSISTANCE PHASE: This phase is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT upon request of the OWNER.

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
OLD TOWN ALLEYWAY IMPROVEMENTS BETWEEN COMMERCIAL AND BROADWAY/ASH AND 4TH
PROJECT NO. ST26270

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of _____ 2025.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets for both plan sets:

1.1 Title Sheet
1.2 Typical Section(s)
1.3 Pay Items and Notes Sheet
1.4 Sheet Key Map
1.5 Stormwater Pollution Prevention Plan
1.6 Alleyway Pavement & Drainage Improvement Plan Sheets (including grading)
1.7 Miscellaneous Details

2.0 SPECIAL CONSTRUCTION SPECIFICATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, special construction specifications, if needed.

3.0 ADDITIONAL DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

3.1 Table of pay items with quantities
3.2 Written project description

[The remainder of this page intentionally left blank]

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
OLD TOWN ALLEYWAY IMPROVEMENTS BETWEEN COMMERICIAL AND BROADWAY/ASH AND 4TH
PROJECT NO. ST26270

COMPENSATION

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ____ day of _____ 2025.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 Construction Documents Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$28,200.00** for the completion of the Construction Documents Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$1,800.00** for the completion of the Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in attachment F (attached hereto) include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit.

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3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
OLD TOWN ALLEYWAY IMPROVEMENTS BETWEEN COMMERICIAL AND BROADWAY/ASH AND 4TH
PROJECT NO. ST26270

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of _____ 2025.

1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant shall depict all utilities identified within project limits through review of aerial imagery or site observation;

1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;

1.4 OWNER shall be responsible for reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
OLD TOWN ALLEYWAY IMPROVEMENTS BETWEEN COMMERICIAL AND BROADWAY/ASH AND 4TH
PROJECT NO. ST26270

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2025.

1.0 CONSTRUCTION DOCUMENTS PHASE:

1.1 Notice to Proceed:
1.2 Preparation of Preliminary Plans: 21 calendar days
1.3 Owner Review: 14 calendar days
1.4 Preparation of Final Plans (signed/sealed): 14 calendar days
1.5 Total: 49 calendar days

2.0 ASSISTANCE DURING BIDDING PHASE:

2.1 Answer technical questions and prepare addenda: To be determined

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City of Broken Arrow

Request for Action

File #: 25-1590, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Poe & Associates, Inc. for the Wolf Creek Park Pedestrian Bridge Improvements (Project Number 2653250)

Background:
Engineering & Construction Department staff negotiated an Agreement for Professional Consultant Services with Poe & Associates, Inc. to provide design services for the project in question. Per the agreement, the consultant shall provide services to develop construction plans for replacement of the existing pedestrian bridge over the East Branch of Haikey Creek in Wolf Creek Park located immediately northeast of the S. Elder Avenue and W. Delmar Street intersection.

The design improvements included in the agreement are as follows: replacement of the existing two-span pedestrian truss bridge with a six-foot clear width, single 100-foot span prefabricated pedestrian bridge. Hydraulic analysis as well as miscellaneous grading and drainage improvements near pedestrian bridge shall be included as part of the design project.

Staff recommend approval of the agreement for professional consultant services.

Cost: $93,480.00

Funding Source: 2018 GO Bond Proposition 5

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:
Approve of and authorize execution of Agreement for Professional Consultant Services with Poe & Associates, Inc. for the Wolf Creek Park Pedestrian Bridge Improvements (Project Number 2653250)

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2653250

1.0 Professional Consulting Firm:

1.1	Name:	Poe & Associates, Inc.
1.2	Telephone No.:	(918) 665-8802
1.3	Address:	4606 S. Garnett Road, Suite 600 Tulsa, OK 74146-5200

2.0 Project Name/Location: Pedestrian bridge over the East Branch of Haikey Creek in Wolf Creek Park located northeast of the S. Elder Avenue and W. Delmar Street intersection, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for replacement of the existing pedestrian bridge over the East Branch of Haikey Creek in Wolf Creek Park located northeast of the S. Elder Avenue and W. Delmar Street intersection. The design services for the project shall include replacement of the existing two span pedestrian truss bridge with a six-foot clear width, single 100-foot span prefabricated pedestrian bridge. Hydraulic analysis as well as miscellaneous grading and drainage improvements near pedestrian bridge shall be included as part of the design project. The project shall also include services for any and all governmental agency coordination/permitting. These documents shall consist of, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1 Agreement Amount:

Land Survey Phase	$ 7,500.00
Planning & Conceptual Design Phase	$ 20,152.00
H&H Analysis Design Phase	$ 11,038.00
Preliminary Design Phase	$ 19,877.00
Final Design Phase	$ 27,917.00
Assistance During Bidding/Construction Phase	$ 6,996.00
TOTAL AGREEMENT AMOUNT	$ 93,480.00

4.2 Agreement Time: 132 calendar days (plus 30 days for close-out)

5.0 Agreement Approved by the Owner on: _____ 2025

AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS

PROJECT NO. 2653250

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Poe & Associates, Inc., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to provide design plans for the Wolf Creek Park Pedestrian Bridge Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE
This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS
CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

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ARTICLE 7 - STANDARD OF CARE
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;
(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and
(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

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ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or CONSULTANT or others on extensions of the PROJECT or on any other project. Under no circumstance shall either OWNER or CONSULTANT reuse them.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other

labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER
A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION
This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS
To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT
Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS
Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION
CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

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ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

24.1.2 Have properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Have verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by CONSULTANT for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraphs 24.1.1, 24.1.2, and 24.1.3, above, above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least $100,000 paid in whole or in part from City funds.

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ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:	City of Broken Arrow 485 N. Poplar Street Broken Arrow, OK 74012 Contact: Mr. Travis Small, P.E., CFM Transportation Division Manager
CONSULTANT:	Poe & Associates, Inc. 4606 S. Garnett Road, Suite 600 Tulsa, OK 74146-5200 (918) 665-8802 Contact Name: Jared Cottle, P.E. Project Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 – ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Poe & Associates, Inc.

By: Lee A. Cobb, Jr.
Lee A. Cobb, Vice President

Date: 11/13/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Katherine Gaches
Katherine Gaches, Assistant Corporate Secretary

Date: 11/13/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 13th day of November, 2025, personally appeared Lee A. Cobb, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other of Poe & Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
8/29/2026

Notary Public

AMY ANDREWS NOTARY # 14007840 EXP. 08/29/26 PUBLIC STATE OF OKLAHOMA

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS
PROJECT NO. 2653250

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the____ day of _____, 2025.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to prepare construction documents for bidding purposes for replacement of the existing pedestrian bridge over the East Branch of Haikey Creek in Wolf Creek Park located northeast of the S. Elder Avenue and W. Delmar Street intersection. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has $ 550,000.00 budgeted for this PROJECT that was originally intended to include all professional consultant fees. The preliminary construction cost estimate from the CONSULTANT is $450,000.00. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This project consists of replacement of existing pedestrian bridge over East Branch of Haikey Creek. The project shall include replacement of the existing two span pedestrian truss bridge with a six foot clear width, single 100 foot span prefabricated pedestrian bridge. Hydraulic analysis as well as miscellaneous grading and drainage improvements near pedestrian bridge shall be included as part of the design project. The project shall also include services for any and all governmental agency coordination/permitting.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration and design the structure foundations; perform civil design including grading; and perform hydraulics/hydrology necessary to properly design the drainage structures as well as bridge sizing/configuration. All necessary structural design required for the project including foundation design shall be performed by the CONSULTANT.

CONSULTANT shall provide consulting services as follows:

Geotechnical Services and Coordination
Survey Services and Coordination

Geometric, Site Grading, Drainage, Bridge & Structural, and Miscellaneous Design
Public Utility Design and Relocations (as required)

3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.

3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.

3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.

3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.

3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.2.4 Submit one (1) drawing on electronic media (AutoCAD 2022 or newer version) and one (1) PDF file of the final survey.

3.3 PLANNING AND CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 With OWNER input, establish project goals and alignments for

streets, storm sewers, sanitary sewers and water lines as required.

3.3.2 Develop conceptual plan, and alternatives as needed, for bridge and storm water improvements.

3.3.3 Develop a conceptual plan for sanitary sewers and water line improvements as required.

3.3.4 Perform conceptual stream/bridge hydraulics analysis and develop conceptual plan, and alternatives as needed, for bridge improvements. Services include:

- Hydraulic calculations and modeling for East Branch Haikey Creek with channel improvements to accommodate the bridge.
- Establish bridge configuration to accommodate no-rise conditions.
- Prepare General Plan and Elevation for Bridge.
- Prepare a Hydraulic Report summarizing the findings.

3.3.5 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.

3.3.6 If a Section 404 Permit from the U.S. Army Corps of Engineers (USACE) Tulsa District is necessary, during the Planning and Conceptual Design Phase.

- Prepare exhibits and hold a pre-consultation meeting with the USACE to determine which type of permit is required of the three (3) types: Nationwide Permits, General Permits (for which standard 401 Certifications have been issued by DEQ), and Individual Permits, which require a separate 401 certification from DEQ.
- The OWNER shall be responsible for the application and all associated fees.

3.3.7 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.

3.3.8 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2022 or newer version), one (1) PDF file of the Planning & Conceptual design, and planning & conceptual cost estimate using 20% contingency.

3.3.9 The Planning and Conceptual Design Phase submittal shall include:

- Land Survey
- Hydraulic Report
- Title Sheet
- Typical Sections
- Survey Data Sheet
- Plan and Profiles (Conceptual)
- General Plan and Elevation for Bridge
- Typical Section for Bridge
- Identify any Public Utility Relocations on P&P

3.3.10 Planning & Conceptual Design Review.

3.3.11 Attend a meeting with the OWNER to review the Conceptual Design Phase submittal and provide meeting minutes.

3.4 PRELIMINARY DESIGN PHASE: Following approval of the Planning and Concept Design, and upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 Conduct all necessary geotechnical investigations and submit recommendations to the OWNER for foundation design.

3.4.2 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.

3.4.3 Perform preliminary bridge layout and design as well as miscellaneous preliminary structural design.

3.4.4 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.

3.4.5 Prepare preliminary special provisions.

3.4.6 Prepare preliminary quantity estimate.

3.4.7 Prepare preliminary construction cost estimate using 15% contingency.

3.4.8 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2022 or newer version), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.

3.4.9 The Preliminary Design Phase submittal shall include:

- Geotechnical Investigation Report for Bridge
- Biological Studies Report, Potential and Wetlands Evaluation (completed as needed)
- Cultural Resources Report (completed as needed)
- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Project Drainage Area Map
- Survey Data Sheet
- Plan and Profiles
- General Plan and Elevation for Bridge
- Typical Section for Bridge
- Public Utility Relocation Sheets, as necessary
- Special Details Sheets, as necessary

3.4.10 Preliminary Design Review.

3.4.11 Attend a meeting with the OWNER to review the Preliminary Design Phase submittal and provide meeting minutes.

3.5 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.5.1 Conduct all necessary design functions required to complete the final design phase of the project.

3.5.2 Coordinate with FEMA.

3.5.3 Finalize utility relocation coordination as necessary.

3.5.4 Prepare and complete final design.

3.5.5 Prepare detailed construction plans in conformance with appropriate drafting standards.

3.5.6 Prepare final quantity estimates.

3.5.7 Prepare final estimate of construction costs with a 10% contingency.

3.5.8 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2” x 11” plain white bond paper. All documents shall be suitable for original camera-ready copy.

3.5.9 Prepare Contract proposals in units compatible with Broken Arrow

specifications.

3.5.10 Submit six (6) bound sets of ½ size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of ½ size prints of final OWNER utility relocation plans, if required, to the OWNER for distribution and review.

3.5.11 The Final Design Phase submittal shall include:

- Structural Design Calculations
- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Quantity & Miscellaneous Summaries
- Summary of Drainage Structures, as needed
- Storm Water Management Plan (SWP3)
- Project Drainage Area Map
- Survey Data Sheet
- Plan and Profiles
- Waterline Relocation Sheets, as necessary
- Sanitary Sewer Relocation Sheets, as necessary
- Miscellaneous Details Sheet
- General Plan and Elevation for Bridge
- Riprap Details
- Special Details, as needed
- Standard Construction Drawings

3.5.12 Final Design Review.

3.5.13 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.

3.5.14 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.5.15 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2022 or newer version), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

3.6 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.6.1 Provide the OWNER services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).

3.6.2 Attend and conduct a pre-bid conference as required by OWNER.

3.6.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.

3.6.4 Assist in preparing addenda and addenda plan sheets as required.

3.7 PROJECT CLOSE-OUT PHASE:

Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.7.1 Incorporate changes into the drawings and produce Record Drawings.
3.7.2 Submit record drawings on electronic media (AutoCAD 2022 or newer version and pdf).
3.7.3 Submit any revisions to the Design Manual caused by construction changes.

3.8 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES): Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT as necessary.

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS
PROJECT NO. 2653250

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the ___ day of _____, 2025.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

1.1 Title Sheet;
1.2 Pay Quantities and Pay Item/General Notes;
1.3 Typical Sections;
1.4 Quantity & Miscellaneous Summaries;
1.5 Summary of Drainage Structures (as necessary);
1.6 Storm Water Management Plan (SWP3);
1.7 Project Drainage Area Map;
1.8 Survey Data Sheet;
1.9 Plan and Profiles (roadway & public utilities as necessary);
1.10 Miscellaneous Details;
1.11 General Plan and Elevation (as necessary);
1.12 Bridge Typical Section (as necessary);
1.13 Bridge Construction Phasing (as necessary);
1.14 Special & Structural/Bridge Details (as necessary);
1.15 Standard Construction Drawings.

2.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

2.1 Hydrology and Hydraulic Calculations/Reports;
2.2 Overall Project Drainage Map;
2.3 Drainage Summary Tables;

3.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

3.1 Structural Design Calculations

3.1.1 Bridge Designs;
3.1.2 Retaining Earth; and
3.1.3 Miscellaneous Structures

3.2 Other Engineer Design Calculations

4.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

4.1 Bid Documents:

4.1.1 Electronic bid proposal (excel format).
4.1.2 Written description of construction project.
4.1.3 Construction duration in calendar days.

4.2 Project Conditions:

4.2.1 Special Conditions.

4.3 Construction Specifications

5.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

5.1 Drawings:
5.1.1 CAD files (AutoCAD Version 2022 or newer) for project construction drawings reflecting red-line markups from the construction contractor and the OWNER Contract Administrator.
5.1.2 Adobe Acrobat (pdf) files of CAD drawings.

5.2 Design Manual:
5.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
5.2.2 Adobe Acrobat (pdf) file of Design Manual.

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS
PROJECT NO. 2653250

COMPENSATION

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 Task 1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$7,500.00** for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 2. Planning and Conceptual Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$20,152.00** for the completion of the Planning and Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

Task 2.A. H&H Analysis Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$11,038.00** for the completion of the H&H Analysis Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3. Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$19,877.00** for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Task 4. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$27,917.00** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5 Task 5. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$6,996.00** for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.6 Task 6. Construction Assistance Phase Payment (Additional Services): The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of May 2025.

Professional Services	
Senior Project Engineer	$ 264.00
Project Engineer	$240.00
Senior Engineering Technician	$182.00
CADD Technician	$167.00
Surveyor	NA
Survey Field Crew	NA

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

[The remainder of this page intentionally left blank]

ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS
PROJECT NO. 2653250

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ___ day of _____, 2025.

1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;

1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;

1.4 OWNER shall be responsible for all permit fees, including USACOE, DEQ and FEMA fees, and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.
FOR
WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS
PROJECT NO. 2653250

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ___ day of _____, 2025. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

1.0 LAND SURVEY PHASE: 21 Days

1.1 Notice to Proceed:
1.2 Conduct Topographical Surveying:
1.3 Submit Land Survey:
1.4 Does not include City review time;

2.0 PLANNING & CONCEPTUAL DESIGN (W/ HYDRAULIC ANALYSIS) PHASE: 21 Days

2.1 Notice to Proceed:
2.2 Prepare & Submit Conceptual (30%) Plans:
2.3 Does not include City review time;

3.0 PRELIMINARY DESIGN PHASE: 45 Days

3.1 Notice to Proceed (concurrent with R/W phase):
3.2 Conduct Geotechnical Investigation & Provide Recommendations/Report
3.3 Coordinate & Review utility relocation plans:
3.4 Prepare & Submit Preliminary (60%) Plans:
3.5 Does not include City review time;

4.0 FINAL DESIGN PHASE: 45 Days

4.1 Notice to Proceed:
4.2 Finalize utility relocation plans:
4.3 Prepare & Submit final (90%) plans and Specifications for City Review:
4.4 Prepare final cost estimate:
4.5 Prepare Design Report:
4.6 Does not include City review time;

4.7 Prepare & Submit bid documents (100% plans and specifications):

5.0 ASSISTANCE DURING BIDDING PHASE:

5.1	Providing bid documents:	To be determined.
5.2	Attend pre-bid conference:	To be determined.
5.3	Answer RFI's & prepare addenda:	To be determined.

6.0 PROJECT CLOSE-OUT PHASE:

6.1	Record Drawings:	30 days after receipt of contractor's red-lines
6.2	Revisions to Design Manual:	30 days after receipt of contractor's red-lines

7.0 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

7.1 Construction assistance: Additional services to be negotiated separately as required.

[The remainder of this page intentionally left blank]

City of Broken Arrow

Request for Action

File #: 25-1621, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2025

Title:

Approval of and authorization to execute Amendment 2 to professional Consultant Agreement with Selser Schaefer Architects, Narrate, to prepare and develop bid documents for the Furniture, Fixtures, & Equipment package for the Operations Center Administration Building Remodel Project (Project No. 2317210)

Background:
The City of Broken Operations Center Administration Building will be remodeled to the existing space for the use of the Utility Department, Streets and Storm Department, and Code Enforcement Team of the Community Development Department. A space study has been performed to determine the best utilization of the space. This project will use the spacy study as a guild to design the offices, work areas, and public facing spaces for all three departments.

City staff negotiated an amendment the Narrate to prepare the Construction Documents for additional exterior improvements for windows and canopy structures at the exit doors for $27,350.00

City staff negotiated a second amendment with Selser Schaefer Architects, Narrate, to prepare and develop bid documents for the Furniture, Fixtures, & Equipment package for $25,300.00.

Cost: $25,300.00

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, P.E., Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Professional Consulting Agreement

Recommendation:
Approve and authorize Amendment 2 to professional Consultant Agreement with Selser Schaefer Architects, Narrate, to prepare and develop bid documents for the Furniture, Fixtures, & Equipment package for the Operations Center Administration Building Remodel Project (Project No. 2317210)

AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

THIS **AMENDMENT NO. 2**, made and entered into this _____ day of _____ 20__, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and SELSER SCHAEFER ARCHITECTS (NARRATE), hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated December 18, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare full architectural, interior design, structural, mechanical, and electrical and plumbing construction documents for bidding purposes for the Operations Facility Renovations to renovate the 14,000 SF office portion of the building.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the exterior entry canopy design and documentation.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. **PROJECT SCOPE.**
   This Amendment requires CONSULTANT to select furniture, fixture and equipment (FF&E); create documents for FF&E bidding; and provide construction administration services for FF&E installation.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed December 18, 2024	$ 243,100.00
Amendment No. 1	$ 27,350.00
Amendment No. 2	$ 25,300.00
Revised Total Contract Amount	$ 295,750.00

3. AMENDED PROJECT SCHEDULE
The schedule for Amendment No. 2 is to extend the original contract schedule by 0 work days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.
This Amendment No. 2 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
SELSER SCHAEFER ARCHITECTS (NARRATE)

By: Hank Spieker
Hank Spieker, Partner

Date: 10 NOVEMBER 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Britton Howerton
Britton Howerton, Associate Principal

Date: 11-10-25

Approved as to form:

D. Graham Parker 11/12/2025
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 11 day of November, 2025 personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of SELSER SCHAEFER ARCHITECTS (NARRATE), and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
June 26, 2026

JENNIFER DOWLER
Notary Public - State of Oklahoma
Commission Number 18006389
My Commission Expires Jun 26, 2026

Notary Public:

ATTACHMENT A
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Furniture Selection:

- 1.1.1 Facilitate one (1) review meeting with CITY to program specific furniture requirements.
- 1.1.2 Evaluate and record existing furniture that is intended to be salvaged and reused in the new office spaces.
- 1.1.3 Prepare Phase I Preliminary Furniture Budget and Phase II Preliminary Furniture Budget for CITY review and approval.
- 1.1.4 Select Basis-of-Design product for all new furniture and review with CITY
- 1.1.5 Coordinate with furniture vendors, finish selections and produce bid documents for Phase I and Phase II including drawings and specifications.
- 1.1.6 Construction administration services for Phase I and Phase II including:
  - 1.1.6.1 Review the submittals and shop drawings
  - 1.1.6.2 Coordinate with vendors and end users to produce substitutions/revisions.
  - 1.1.6.3 Review Furniture bids and make recommendations to the CITY
- 1.1.7 Conduct one (1) final furniture punch upon completion of installation for each of the Phase I and Phase II furniture packages

ATTACHMENT B
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 The CONSULTANT shall submit bid documents for the FF&E of Phase I. It can be submitted via email, data download, or memory stick.

2.0 The CONSULTANT shall submit bid documents for the FF&E of Phase II. It can be submitted via email, data download, or memory stick.

ATTACHMENT C
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 Furniture, Fixtures and Equipment: The OWNER shall pay the CONSULTANT a lump sum amount of $25,300.00 for the completion of the Furniture, Fixtures and Equipment. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

ATTACHMENT D
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

Furniture Programming and Evaluation of Existing Furniture	2 weeks
Selection, Review and Approval of Basis-of-Design Product	6 weeks
Preparation of Keyed Furniture Plans and Specifications	4 weeks
Bidding Assistance and Evaluation of Bids (Phase 1)	6 weeks
Final Furniture Punch and Punch List Preparation (Phase 1)	1 week
Bidding Assistance and Evaluation of Bids (Phase 2)	6 weeks
Final Furniture Punch and Punch List Preparation (Phase 2)	1 week

City of Broken Arrow

Request for Action

File #: 25-1455, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2025

Title:
Approval of and authorization to execute a Proclamation declaring November 21, 2025, as “Optimist Youth Appreciation Day” in Broken Arrow

Background:
This Proclamation gives the Council an opportunity to recognize the efforts and accomplishments of the Optimist Clubs and, specifically, to express appreciation for the dedication, encouragement and support shown to our youth by this organization.

The Proclamation is attached for Council consideration.

Cost: None

Funding Source: N/A

Requested By: Curtis Green, City Clerk

Approved By: City Manager’s Office

Attachments: Proclamation - Optimist Youth Appreciation Day

Recommendation:
Approve a Proclamation declaring November 21, 2025 as “Optimist Youth Appreciation Day” and authorize its execution.

BROKEN ARROW

Where opportunity lives

PROCLAMATION

City of Broken Arrow, Oklahoma

WHEREAS, *the youth of the City of Broken Arrow are an important and valued resource in our Community, and their service and contributions are of importance to each and every citizen; and*

WHEREAS, *the citizens and their government in the City of Broken Arrow wish to encourage, inspire and urge development of the qualities of character, leadership, responsibility, and ethics that will prepare our youth for the future; and*

WHEREAS, *Optimist Clubs and their members continue to enthusiastically partner with our youth to provide guidance and opportunity through sponsorship of programs designed to help develop those qualities essential for future leadership.*

NOW, THEREFORE, *I, Debra Wimpee, Mayor of the City of Broken Arrow, Oklahoma do hereby proclaim* ***November 21, 2025****:*

"Optimist Youth Appreciation Day"

In witness, whereof*, I have hereunto set my hand and caused the Seal of the City of Broken Arrow, Oklahoma to be affixed this 17th day of November, 2025 and urge all departments of the government, civic, fraternal, and service groups and our citizens to participate wholeheartedly in its observance.*

_____

Debra Wimpee, Mayor
City of Broken Arrow

City of Broken Arrow

Request for Action

File #: 25-1631, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-25

Title:
Approval of and authorization to upfit seven new patrol Ford Explorers, eight patrol Chevy Tahoes, one CID Chevy Traverse, one patrol EV Chevy Blazer, two K9 Ford F150's, and one Ford Transit T350 SOT medic van with police equipment installed by Rigid 911

Background:
The Police Department has purchased new vehicles to replace aging vehicles within its fleet. Those new vehicles need to be upfitted with police equipment. We request to use Rigid 911 out of Norman OK for this job. Joseph Eaton is who we have used for several years to upfit our cars. Rigid has purchased Joseph Eaton's upfitting company and has kept him on as an employee. Some of these cars will be upfitted in Norman, others will be transported to Tulsa for Joseph Eaton to upfit. Rigid 911 has the knowledge and software to install/program Whelen equipment. Whelen is an American company that manufactures the equipment we install on our police cars. Other police equipment companies manufacture their products in China, which we want to avoid. Rigid 911 upfitted our FY25 Ford Explorers, they were easy to work with and did quality work.

Other Oklahoma upfitting companies do not deal in Whelen Equipment. These companies would not be able to install/program the equipment we use in our cars. The next best option to find a company that could install Whelen equipment would be in either Texas or Kansas. We would have to ship the cars out of state or drive them, either way spending more money on each vehicle build.

These vehicle upfitting builds are highly technical and require expert knowledge in electronic work. Our city shop and other general mechanical shops are insufficiently equipped and staffed to upfit our modern police vehicles.

Cost: $84,570.00

Funding Source: Fund 329-Project numbers 2630010, 2630020, 2630040, 2630290,2630030, 2360050

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Rigid 911 Quotes

Recommendation:
Approve of and authorize the upfitting of seven new patrol Ford Explorers, eight patrol Chevy Tahoes, one CID Chevy Traverse, one patrol EV Chevy Blazer, two K9 Ford F150's, and one Ford Transit T350 SOT medic van with police equipment installed by Rigid 911

Quote

DATE	ESTIMATE #
9/10/2025	911-34

2812 Classen Blvd
Norman, OK 73071
Office: 405-358-7911

VIN#:
Unit #
Make, Model, Year:
2026 Tahoe

BILL TO
Brandon Tener Broken Arrow Police Department City of Broken Arrow attn: Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610 USA

SHIP TO
Brandon Tener Broken Arrow Police Department 1700 W Detroit St attn: Purchasing Broken Arrow, OK 74012 USA 918-451-8200

Item	Description	Qty	Rate	Amt
Rigid 911- Equipment Cover	Equipment Cover	8	$100.00	$800.00
Rigid 911-Radar Bracket	Custom bracket for front radar	8	$40.00	$320.00
Rigid 911-Harness-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	8	$400.00	$3,200.00
Shop Supplies		8	$100.00	$800.00
LABOR- INSTALLATION	Installation labor	320	$85.00	$27,200.00
			SUBTOTAL	$32,320.00
			SHIPPING	$0.00
			TAX	$0.00
			TOTAL	$32,320.00

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

Estimates are valid for 30 days from the date issued unless otherwise stated in writing.

Estimates do not include sales tax. Applicable taxes will be added to the final invoice if a valid tax-exempt certificate is not provided prior to invoicing.

Authorized Signatures

Customer Signature: _____ Date: _____
Print Name: _____

Sales Representative Signature: _____ Date: _____
Print Name: _____

Customer Approved PO #: _____

Quote

DATE	ESTIMATE #
10/22/2025	911-118

2812 Classen Blvd
Norman, OK 73071
Office: 405-358-7911

VIN#:
Unit #
Make, Model, Year:
2026 Patrol Ford PIU

BILL TO
Brandon Tener Broken Arrow Police Department City of Broken Arrow attn: Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610 USA

SHIP TO
Brandon Tener Broken Arrow Police Department 1700 W Detroit St attn: Purchasing Broken Arrow, OK 74012 USA 918-451-8200

Item	Description	Qty	Rate	Amt
Rigid 911- Equipment Cover	Equipment Cover	7	$140.00	$980.00
Rigid 911-Radar Bracket	Custom bracket for front radar	7	$40.00	$280.00

Rigid 911-Harness-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	7	$500.00	$3,500.00
Shop Supplies	This will also include the New front Lower Pits Bar Light Brakets.	7	$150.00	$1,050.00
LABOR- DRIVE TIME PER HOUR	One Hour of drive time for Delivery of unit per unit.	7	$85.00	$595.00
LABOR- INSTALLATION	Installation labor	255	$85.00	$21,675.00
			SUBTOTAL	$28,080.00
			SHIPPING	$0.00
			TAX	$0.00
			TOTAL	$28,080.00

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

Estimates are valid for 30 days from the date issued unless otherwise stated in writing.

Estimates do not include sales tax. Applicable taxes will be added to the final invoice if a valid tax-exempt certificate is not provided prior to invoicing.

Authorized Signatures

Customer Signature: _____ Date: _____
Print Name: _____

Sales Representative Signature: _____ Date: _____
Print Name: _____

Customer Approved PO #: _____

Quote

DATE	ESTIMATE #
10/22/2025	911-119

2812 Classen Blvd
Norman, OK 73071
Office: 405-358-7911

VIN#:
Unit #
Make, Model, Year:

2026 Ford F150 K9

BILL TO
Brandon Tener Broken Arrow Police Department City of Broken Arrow attn: Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610 USA

SHIP TO
Brandon Tener Broken Arrow Police Department 1700 W Detroit St attn: Purchasing Broken Arrow, OK 74012 USA 918-451-8200

Item	Description	Qty	Rate	Amt
Rigid 911-Radar Bracket	Custom bracket for front radar	2	$40.00	$80.00
Rigid 911-Harness-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	2	$400.00	$800.00
Shop Supplies	This will also include the New front Lower Pits Bar Light Brakets.	2	$100.00	$200.00
LABOR- DRIVE TIME PER HOUR	One Hour of drive time for Delivery of unit per unit.	2	$85.00	$170.00
LABOR- INSTALLATION	Installation labor	80	$85.00	$6,800.00
			SUBTOTAL	$8,050.00
			SHIPPING	$0.00
			TAX	$0.00
			TOTAL	$8,050.00

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

Estimates are valid for 30 days from the date issued unless otherwise stated in writing.

Estimates do not include sales tax. Applicable taxes will be added to the final invoice if a valid tax-exempt certificate is not provided prior to invoicing.

Authorized Signatures

Customer Signature: _____ Date: _____
Print Name: _____

Sales Representative Signature: _____ Date: _____
Print Name: _____

Customer Approved PO #: _____

Quote

DATE	ESTIMATE #
10/22/2025	911-120

2812 Classen Blvd
Norman, OK 73071
Office: 405-358-7911

VIN#:
Unit #
Make, Model, Year:
2026 Chevy EV Blazer

BILL TO
Brandon Tener Broken Arrow Police Department City of Broken Arrow attn: Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610 USA

SHIP TO
Brandon Tener Broken Arrow Police Department 1700 W Detroit St attn: Purchasing Broken Arrow, OK 74012 USA 918-451-8200

Item	Description	Qty	Rate	Amt
Rigid 911-Radar Bracket	Custom bracket for front radar	1	$40.00	$40.00
Rigid 911-Harness-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	1	$400.00	$400.00
Shop Supplies		1	$100.00	$100.00
LABOR- DRIVE TIME PER HOUR	One Hour of drive time for Delivery of unit per unit.	1	$85.00	$85.00

LABOR- INSTALLATION	Installation labor	40	$85.00	$3,400.00

SUBTOTAL	$4,025.00
SHIPPING	$0.00
TAX	$0.00
TOTAL	$4,025.00

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

Estimates are valid for 30 days from the date issued unless otherwise stated in writing.

Estimates do not include sales tax. Applicable taxes will be added to the final invoice if a valid tax-exempt certificate is not provided prior to invoicing.

Authorized Signatures

Customer Signature: _____ Date: _____
Print Name: _____

Sales Representative Signature: _____ Date: _____
Print Name: _____

Customer Approved PO #: _____

Quote

DATE	ESTIMATE #
10/22/2025	911-121

2812 Classen Blvd
Norman, OK 73071
Office: 405-358-7911

VIN#:
Unit #
Make, Model, Year:
2026 Chevy Traverse

BILL TO
Brandon Tener Broken Arrow Police Department City of Broken Arrow attn: Accounts Payable PO Box 610

SHIP TO
Brandon Tener Broken Arrow Police Department 1700 W Detroit St attn: Purchasing Broken Arrow, OK 74012

Broken Arrow, OK 74013-0610 USA	USA 918-451-8200

Item	Description	Qty	Rate	Amt
Rigid 911-Harness-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	1	$400.00	$400.00
Shop Supplies		1	$90.00	$90.00
LABOR- DRIVE TIME PER HOUR	One Hour of drive time for Delivery of unit per unit.	1	$85.00	$85.00
LABOR- INSTALLATION	Installation labor	30	$84.00	$2,520.00
			SUBTOTAL	$3,095.00
			SHIPPING	$0.00
			TAX	$0.00
			TOTAL	$3,095.00

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

Estimates are valid for 30 days from the date issued unless otherwise stated in writing.

Estimates do not include sales tax. Applicable taxes will be added to the final invoice if a valid tax-exempt certificate is not provided prior to invoicing.

Authorized Signatures

Customer Signature: _____ Date: _____
Print Name: _____

Sales Representative Signature: _____ Date: _____
Print Name: _____

Customer Approved PO #: _____

Quote

DATE	ESTIMATE #
11/6/2025	911-138

2812 Classen Blvd
Norman, OK 73071
Office: 405-358-7911

VIN#:
Unit #
Make, Model, Year:
Swat Van Build Out

BILL TO
Brandon Tener Broken Arrow Police Department City of Broken Arrow attn: Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610 USA

SHIP TO
Brandon Tener Broken Arrow Police Department 1700 W Detroit St attn: Purchasing Broken Arrow, OK 74012 USA 918-451-8200

Item	Description	Qty	Rate	Amt
Custom Accessory	Fabricate 1. Padded benches (can be individual pads or one long pad) running both sides to the side door with storage space underneath (flip up seats). 2. In front of bench on driver's side a cabinet (maybe 3-4 feet wide) running from floor to ceiling with shelving (lips on front) with roll up door (so items won't fall out while driving). 3. Lighting throughout cargo area (red, white, and blue light options) with switches up front and in rear. 4. Hook track system on both sides of benches (with various hook options) up high for hanging gear/bags. Needs to be higher than head height for people sitting on benches. 5. Floor sprayed with anti-skid material (rhino lining). 6. Climate control in the back cargo area-Rigid911 cannot do. . 7. Mount for Halligan and axes on rear of van.	1	$5,000.00	$5,000.00

	8. Spots to mount large and small fire extinguishers.			
Install C.O.E.	Customer Owned Equipment provided-Lights, sirens, rear interior lighting, installation costs inculuded in labor	1	$5.00	$5.00
Shop Supplies		1	$200.00	$200.00
Rigid 911-Harness-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	1	$400.00	$400.00
LABOR- INSTALLATION	Installation labor	37	$85.00	$3,145.00
			SUBTOTAL	$8,750.00
			SHIPPING	$250.00
			TAX	$0.00
			TOTAL	$9,000.00

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

Estimates are valid for 30 days from the date issued unless otherwise stated in writing.

Estimates do not include sales tax. Applicable taxes will be added to the final invoice if a valid tax-exempt certificate is not provided prior to invoicing.

Authorized Signatures

Customer Signature: _____ Date: _____
Print Name: _____

Sales Representative Signature: _____ Date: _____
Print Name: _____

Customer Approved PO #: _____

City of Broken Arrow

Request for Action

File #: 25-1615, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for design of drainage improvements and protection of existing City Sewer trunk line at East Natchez Street and Lynn Lane (South 177th East Avenue)

Background:
The case was brought before the Drainage Advisory Committee on October 27, 2025 for design funds of drainage improvements and protection of existing City Sanitary Sewer trunk line at E. Natchez St and Lynn Lane. The Committee voted 6-0 to recommend approval of expenditure of funds.

The proposed project is to design improvements to an existing pond on private property located at 8451 S. 9th Street. The east bank of the pond is located on the City's Sanitary Sewer trunk line that flows along Broken Arrow Creek and is one of the City's main lines into the Wastewater Treatment plant that is located down the street on Lynn Lane (S. 177th E. Ave.)

The pond overtopped the dam in several rain events from this past Spring. It appears the pond outflow cannot keep up with the inflow, and this could cause wash out around the City's Sewer Trunk line. There are no engineering records on file with the City to verify the design capacity of the pond.

Also, a part of this project is to design improvements to the existing storm sewer system on E. Natchez St. and on the Indian Springs County Club golf course property. There are no ditches or inlets along Lynn Lane (S. 177th E. Ave.) and runoff from the Lynn Lane and Natchez St. flows across Lynn Lane and onto the applicant's property causing flooding concerns.

This is in the Broken Arrow Creek Watershed.

Staff is requesting $75,000.00 of the 2018 General Obligation Bond Proposition 6 funds for design funds for drainage improvements and protection of the City's Sanitary Sewer trunk line.

Cost: $75,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:

Accept the Drainage Advisory Committee’s recommendation to approve expenditure of 2018 General Obligation Bond funds for design of drainage improvements and protection of existing City Sewer trunk line at East Natchez Street and Lynn Lane (South 177th East Avenue)

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	October 16, 2025
NAME	Jerry Wilkins
ADDRESS / LOCATION	8451 S. 9th Street
WATERSHED	Broken Arrow Creek
ESTIMATE	$75,000
CASE NO.	25-019

DESCRIPTION

A citizen owns a piece of unplatted property along Broken Arrow Creek. The property is experiencing overland flow through the property. A FEMA floodplain/floodway is located on the property. The pond crested the dam during rainstorms this past spring. The citizen states that the inflow to the pond is greater than the outflow leaving the pond. As a reminder, there was record rainfall totals this past spring, 2025.

The property was developed in 2021/2022. There are no engineering plans on file for the design of the existing pond to verify it was built to handle the incoming flow. The outflow structure does not appear to be able to handle most storm events efficiently. Also, there is a sanitary sewer manhole in existing outlet structure. The existing sewer in this location is a 60-inch trunk line that is the city's main line to the wastewater treatment plant located just downstream of the applicant's location.

The applicant also has overland flow that comes from S. 9th Street (Lynn Lane) due to lack of drainage ditches or curb and gutter.

The applicant states that the upstream project (8th and Natchez culvert replacement, DAC Case No. 24-012) is going to push more water onto the applicant. The same amount of water will flow through the drainage area as before. Replacement of the structures upstream was completed in October 2025 and sized to meet the City's Engineering Criteria Manual. Sand has filled the channel on the applicant's property due to the sandy soils located in this area and close proximity to the Arkansas River. The accumulation of sand is due to natural erosion, not upstream construction.

The applicant previously applied to the DAC for erosion concerns at the outlet pipe under Lynn Lane. The original case number was 20-003. Outlet/Channel Improvements were completed in 2021 and $76,131.66 of proposition 6 funds were expended on this applicant's property.

The proposed project will be to design drainage improvements along Natchez to mitigate the overland flow and analyze the pond outlet structure for potential improvements.

Staff is requesting $75,000.00 for design funds.

Case No. 25-019

BENEFIT

Mitigate the overflow of the pond to protect the existing 60-inch SS trunk line and improve existing storm sewer infrastructure to meet the City's Engineering Criteria Manual.

RECOMMENDATION

Approve the request for expenditure of $75,000 to design storm improvements and protect the City's sanitary sewer trunk line.

COMPLETED BY: **Sarah Walters** **DATE: 10/16/2025**

Walters, Sarah

From: Wilson, Patrick
Sent: Wednesday, August 20, 2025 3:05 PM
To: Walters, Sarah
Cc: Reed, David
Subject: Fw: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Patrick Wilson, P.E., CFM
Stormwater Division Manager
Engineering and Construction Department

City of Broken Arrow
485 N. Poplar Ave.
Broken Arrow, OK 74012
Office: 918-259-7000 ext. 5243 | Fax: 918-259-8453
pwilson@brokenarrowok.gov | www.brokenarrowok.gov

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From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Monday, August 18, 2025 9:27 AM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4267079
IP Address:	172.59.196.146
Submission Date:	08/18/2025 9:27
Survey Time:	39 minutes, 4 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Owner Name

Jerry Wilkins

Phone

(918) 808-1640

Email

jelandgroup@gmail.com

Owner Mailing Address

8451 S. 9th Street
Broken Arrow, OK 74011

Address of Property with Drainage Problem

8451 S. 9th Street
Broken Arrow, OK

Location of Drainage Issue on Property

NE corner of property. Spillway and cleanout of channel feeding pond is needed to protect your sewer manholes and our property.

Description of Problem

During many of the rainstorms, the pond we have built to hold the water being channeled into it, is cresting the dam and the overflow cannot keep up with the inflow. With the completed project west of our property, even more water will now be pushed into / through our property. The flood water is destroying our property, pushing material (rock/gravel parking lots), furniture, flower beds and trees off our property and into the creek east of us. Also, with all of the construction upstream and massive rains, the sand has filled up the channel feeding our pond. Please review the videos sent directly to Kenneth Schwab, much more telling than the photos below.

Please attach photos depicting the Drainage Issue

IMG_2720.PNG
IMG_2722.PNG
IMG_2724.PNG
IMG_2729.PNG
IMG_2730.PNG

Thank you,
City of Broken Arrow

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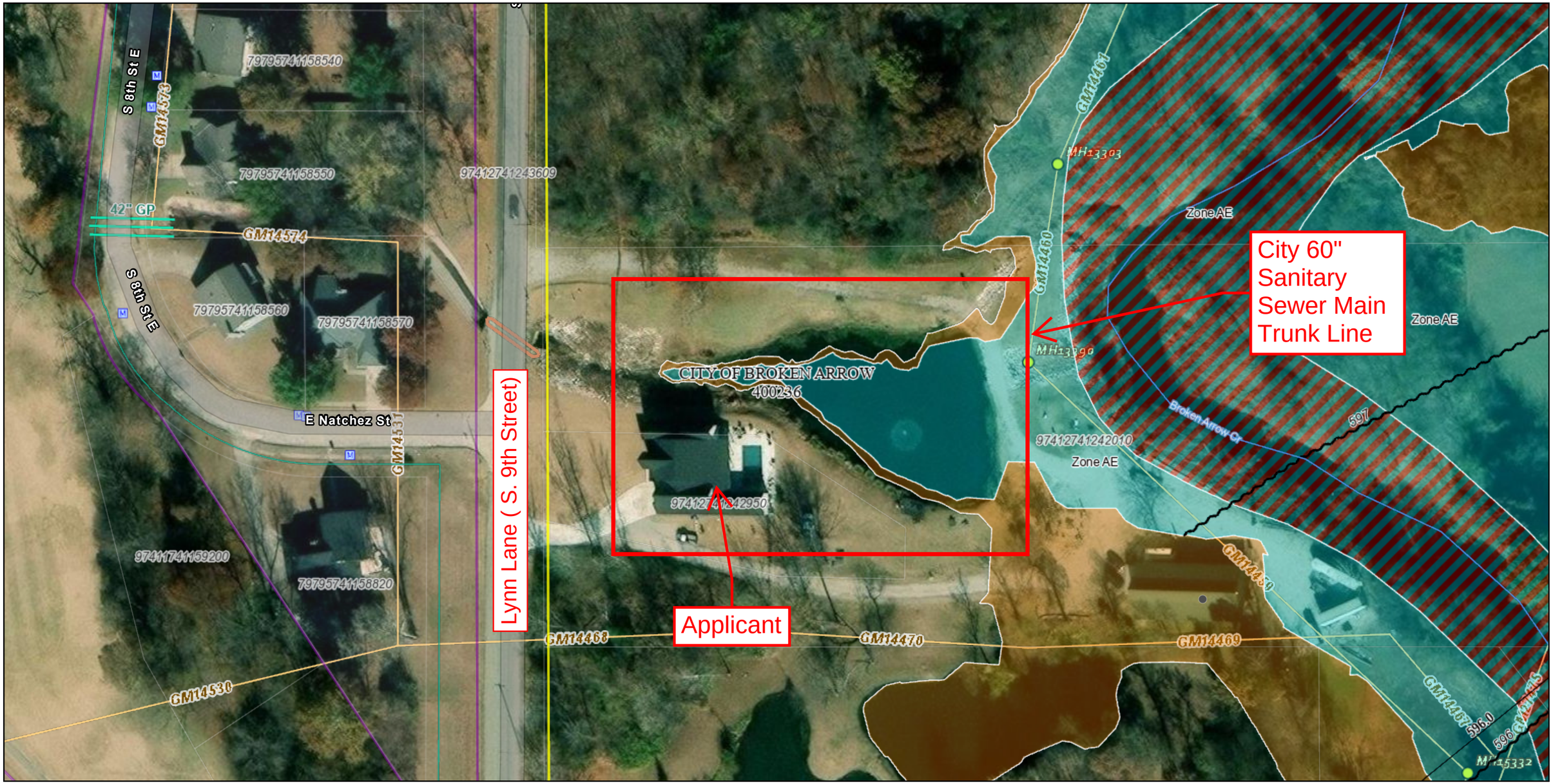
Aerial Map
Lynn Lane (S. 9th Street)
Pond Embankment & 60" Trunk Line Manhole
E. Natchez Street
Applicant
Wastewater Treatment Plant
E Natchez St & S 8th St
Marketing with Jax
JH Remodeling
S 5th Ave
S 8th St
E Ocala St
S 6th Ave
S 7th Ave
S 9th St
Google Earth
Image © 2025 Airbus
700 ft
102

Stormwater Utility Map



10/17/2025 2:21 PM

Address Points
Creeks
City Owned Detention Ponds
Private Detention Ponds
PLSS (ODOT 2020)
Fenceline
City Limits
Streams
SubDivisions
Parcels (INCOG)

Primary Frontal Dunes

Flood Hazard Zones

Zone Type
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee

Flood Hazard Boundaries

Line Type
- Limit Lines
- SFHA / Flood Zone Boundary
- Flowage Easement Boundary
- Limit of Moderate Wave Action
- River Mile Markers

General Structure
- Flood
- Bridge
- Dam, Weir,
- Other
- Transect
- Coastal
- Levees
- Base Flood

This map's utility information is for general purposes only. The City of Broken Arrow makes no warranties regarding its accuracy, completeness, or reliability. Use of this information is at risk.

0 0.01 0.03 0.05 mi

Maxar, Microsoft, Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc,

Picture 1: Overflow Weir Channel from Private Pond looking upstream Broken Arrow Creek

Picture 2: Private Pond outlet looking east towards Broken Arrow Creek

Picture 3: Inflow channel into Private Pond

Picture 4: Overland sheet flow coming from the west onto Applicant's property

Picture 5: Looking south west of private pond towards Broken Arrow Creek.

Picture 6: Standing at Lynn Lane looking east towards Broken Arrow Creek. Previous DAC improvements from Case Number 20-003 Agenda Item 20-1193. Improvements complete in 2021. Total amount spent was $76,131.66 for upsizing culvert and addressing erosion from culvert.

City of Broken Arrow

Request for Action

File #: 25-1617, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds for drainage design improvements in the Tucson Village II Subdivision

Background:
The case was brought before the Drainage Advisory Committee on October 27, 2025 for design funds to design drainage improvements in the Tucson Village II Subdivision. Citizens along East Winston Street are experiencing excessive runoff and erosion along their property. The committee voted 6-0 to recommend approval of expenditure of funds.

The Engineering plans for the subdivision were signed "No Exceptions Taken" in April of 2020. The original drainage plans show a drainage swale at the rear of the lots along East Winston Street in an overland drainage easement. Approximately 11 acres of offsite flow from the south flows onto the properties along East Winston Street. City staff conducted a site visit to see if a cause of the excessive runoff could be identified. Once on site, it was apparent that the drainage swale designed in the April 2020 Engineering plans was not constructed and is possibly the reason for the excessive runoff flowing toward these properties along East Winston Street.

A public meeting was held on September 4th, 2025 to inform the property owners along East Winston Street of the drainage concerns as any improvements would require approval from the property owners along East Winston Street. Those in attendance were in agreement with proceeding.

This is in the Broken Arrow Creek Watershed.

Staff is requesting $65,000.00 of the 2018 General Obligation Bond Proposition 6 funds for design funds to mitigate the offsite flow and erosion.

Cost: $65,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve the expenditure of 2018 General Obligation Bond funds for drainage design improvements in the Tucson Village II Subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	October 17, 2025
NAME	LeAnn Leiker / Jesse Robinson
ADDRESS / LOCATION	1909 E. Winston St. & 1913 E. Winston St.
WATERSHED	Broken Arrow Creek
ESTIMATE	$65,000
CASE NO.	25-018

DESCRIPTION

Citizens in the Tucson Village II subdivision are experiencing erosion and extreme flooding on their property. One citizen states that this has been occurring since her house was built in 2022. She has had Shaw, the homebuilder, out multiple times to address the issue. A french drain and pump has been installed in her backyard but it does not address the issue. Standing water is present in her yard for up to two weeks. The yard between houses is also now experiencing erosion and the yard is washing away.

Another citizen on the same street has the same concerns. They are experiencing erosion and standing water and are concerned about the integrity of the foundation of their home.

The NET plans for the subdivision show a 60’ Overland Drainage Easement along the south side of the lots along E. Winston St. The NET plans also show a drainage swale that flows west to Broken Arrow Creek. Approximately 10.6 acres and 46.4 cfs flows onto the homes along E. Winston St. and into the ODE. Per the NET plans, a grassed swale with a 4’ bottom, 3:1 side slopes, and 2.5’ depth was to be graded to direct the flow west to Broken Arrow Creek.

Aerial imagery shows that several homeowners have installed fences in the Overland Drainage Easement (ODE). One home has concrete and structures placed within the ODE. This is not allowed per City Ordinance. Also, wood fencing must be placed 6 inches above finished grade within an ODE.

The project will be to provide a drainage design solution since it appears the drainage swale to convey the offsite stormwater was never built.

Staff is requesting $65,000.00 for survey and design funds.

Case No. 25-018

BENEFIT

Mitigate the erosion and flooding that is affecting several homeowners.

RECOMMENDATION

Approve the request for expenditure of $65,000 to investigate the excessive runoff and design improvements to mitigate the runoff and erosion.

COMPLETED BY: **Sarah Walters** **DATE: 10/17/2025**

Walters, Sarah

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Tuesday, June 10, 2025 6:51 PM
To: Wilson, Patrick; Engineering & Stormwater
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4110258
IP Address:	70.191.111.44
Submission Date:	06/10/2025 6:51
Survey Time:	6 minutes, 44 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Owner Name

Jesse Robinson

Phone

(918) 809-6588

Email

jesserlc@yahoo.com

Owner Mailing Address

1913 E Winston Street
Broken Arrow, OK 74011

Address of Property with Drainage Problem

1913 E Winston Street
Broken Arrow, OK

Location of Drainage Issue on Property

Backyard of property and surrounding area

Description of Problem

My backyard is experiencing massive erosion on elevated portion of the yard. Flattened portion of the yard is improperly graded, and retains water well after it should have dried or drained. Moss and pond scum has accumulated in most of the yard, and the foundation of the house may be at risk.

Please attach photos depicting the Drainage Issue

IMG_0061.jpeg

Thank you,
City of Broken Arrow

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Walters, Sarah

From: Brannon, Sandy
Sent: Friday, April 25, 2025 11:14 AM
To: Walters, Sarah
Subject: FW: *NEW SUBMISSION* Drainage Advisory Committee Project Application

FYI

Sandy Brannon
Administrative Assistant
Engineering and Construction Department

City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Office: 918-259-7000 Ext. 5414 | Fax: 918-259-8453
Sbrannon@brokenarrowok.gov | www.brokenarrowok.gov

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From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Friday, April 25, 2025 11:12 AM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	3953610
IP Address:	174.78.186.188
Submission Date:	04/25/2025 11:12
Survey Time:	18 minutes, 55 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Owner Name

Leann Leiker

Phone

(918) 619-7359

Email

leann.leiker@gmail.com

Owner Mailing Address

1909 E Winston St
Broken Arrow, OK 74011

Address of Property with Drainage Problem

1909 E Winston St
Broken Arrow, OK

Location of Drainage Issue on Property

My back yard and between houses

Description of Problem

I have had extreme flooding in my back yard since my house was built in 2022. I have had Shaw out around 5 times to fix the problem. I do have a French drain and pump in my back yard. When it rains it comes off the property behind me and down the hill into my back yard. the erosion is getting bad and I have standing water up to 2 weeks in my back yard after rain. The water comes up to my brick surrounding my house. The yard is washed away between my house and the house to the west of me. The flooding, erosion and grading needs to be fixed.

Please attach photos depicting the Drainage Issue

IMG_2272.PNG
IMG_2273.PNG
IMG_2274.PNG
IMG_2275.PNG

Thank you,
City of Broken Arrow

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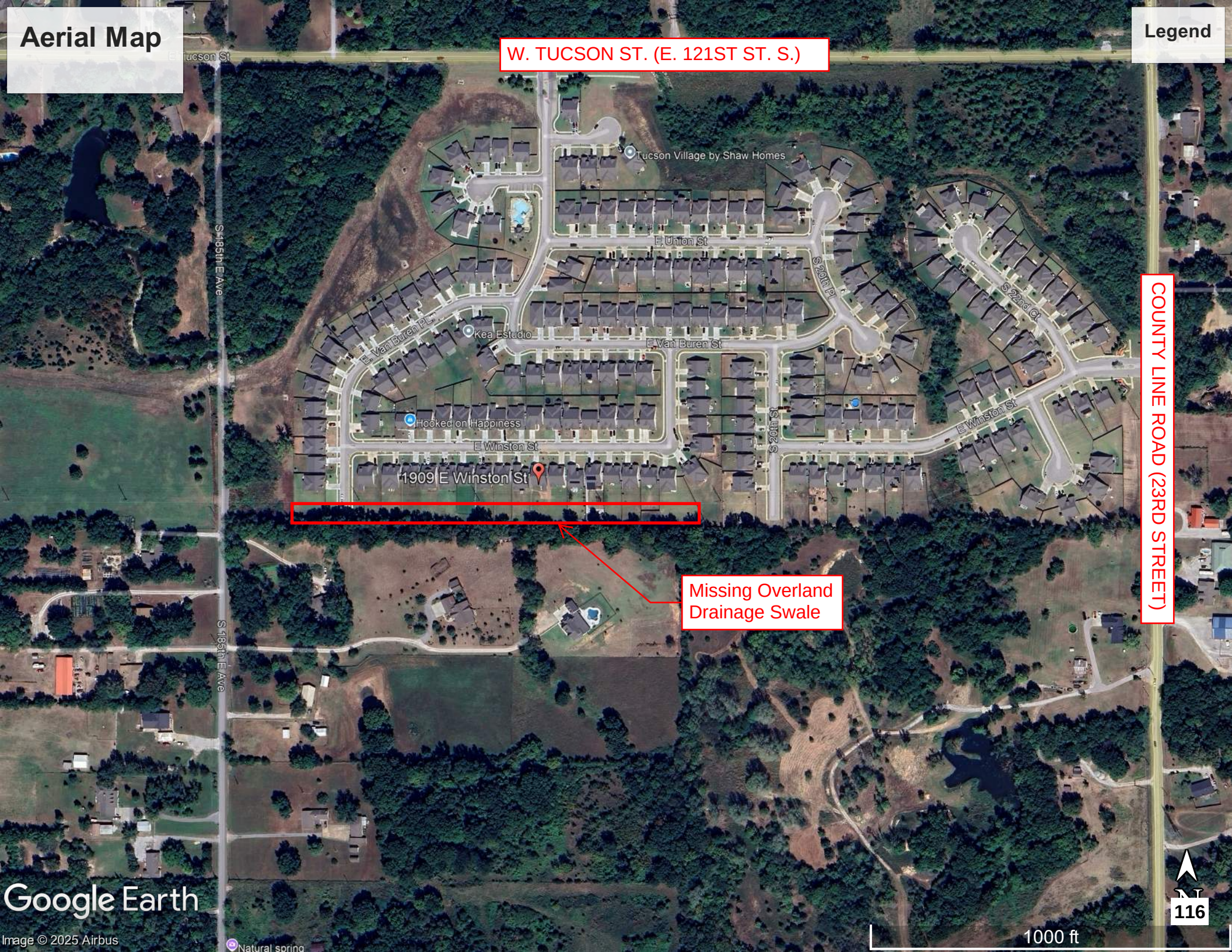
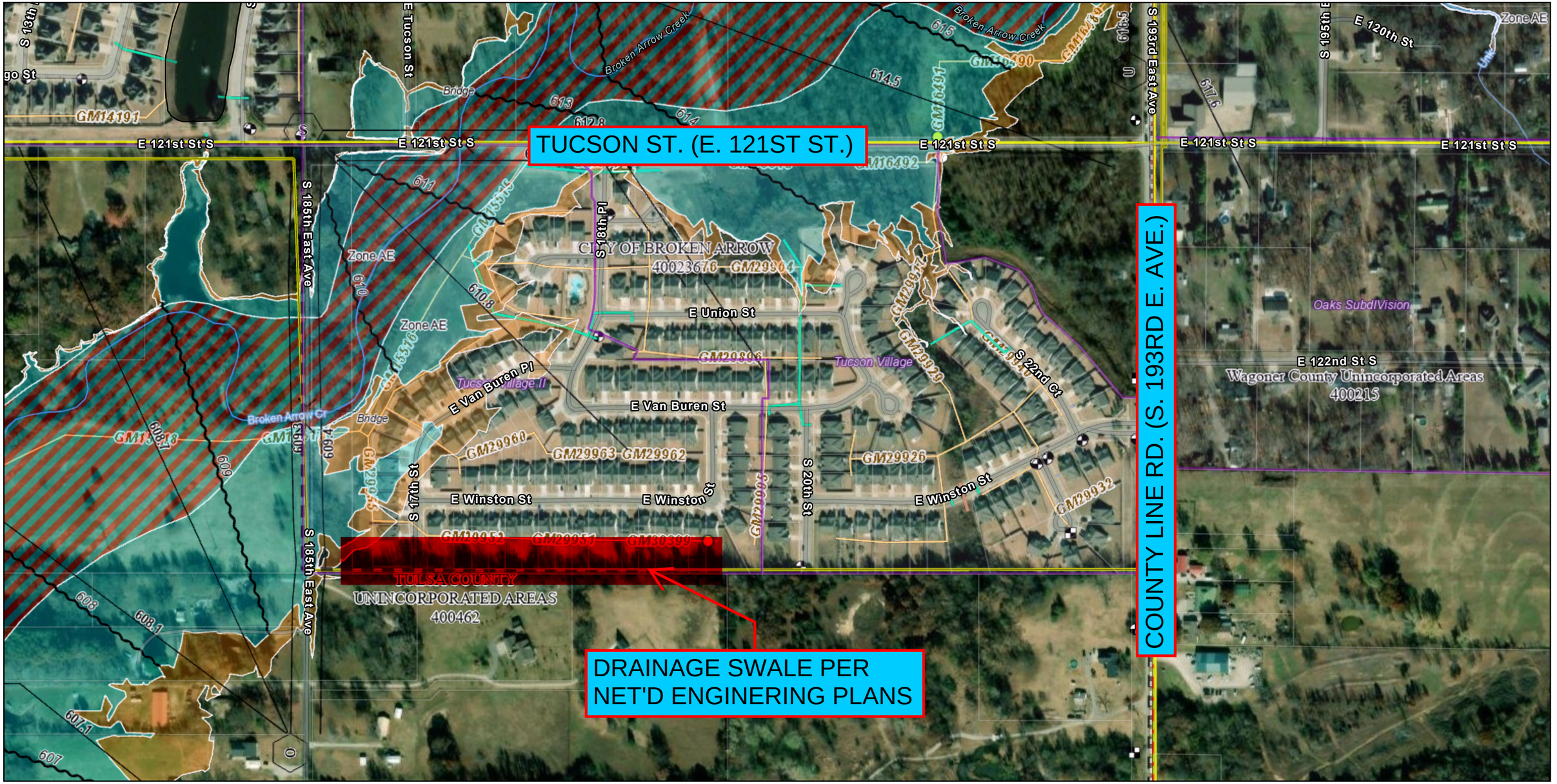

Aerial Map
Legend
W. TUCSON ST. (E. 121ST ST. S.)
COUNTY LINE ROAD (23RD STREET)
Missing Overland Drainage Swale
Tucson Village by Shaw Homes
Kea Estudio
Hooked on Happiness
1909 E Winston St
E Union St
E Van Buren PL
E Van Buren St
E Winston St
S 185th E Ave
S 20th Pl
S 20th St
S 22nd Ct
Google Earth
Image © 2025 Airbus
Natural spring
1000 ft
N
116

Stormwater Utility Map



10/17/2025 1:33 PM

Address Points
Creeks
City Owned Detention Ponds
Private Detention Ponds
PLSS (ODOT 2020)
Fenceline
City Limits
Streams
SubDivisions
Parcels (INCOG)

Primary Frontal Dunes

Flood Hazard Zones

Zone Type
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee

Flood Hazard Boundaries

Line Type
- Limit Lines
- SFHA / Flood Zone Boundary
- Flowage Easement Boundary
- Limit of Moderate Wave Action
- River Mile Markers

General Structure
- Flood
- Bridge
- Dam, Weir,
- Other
- Transect
- Coastal
- Levees
- Base Flood

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0 0.05 0.1 0.2 mi

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Tulsa County Clerk - Michael Willis
Doc # 6973 Page(s): 3 Recorded 05/12/2021 04:42:53 PM
Receipt # 21-32952 Fees: $35.00

FINAL PLAT

Tucson Village II

PUD 234

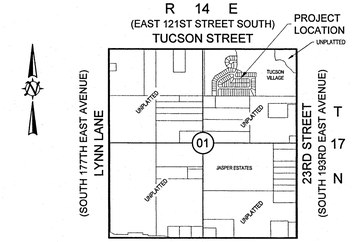
A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION ONE (01), TOWNSHIP 17 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

0 50 100 200

DRAWING SCALE: 1"= 100'

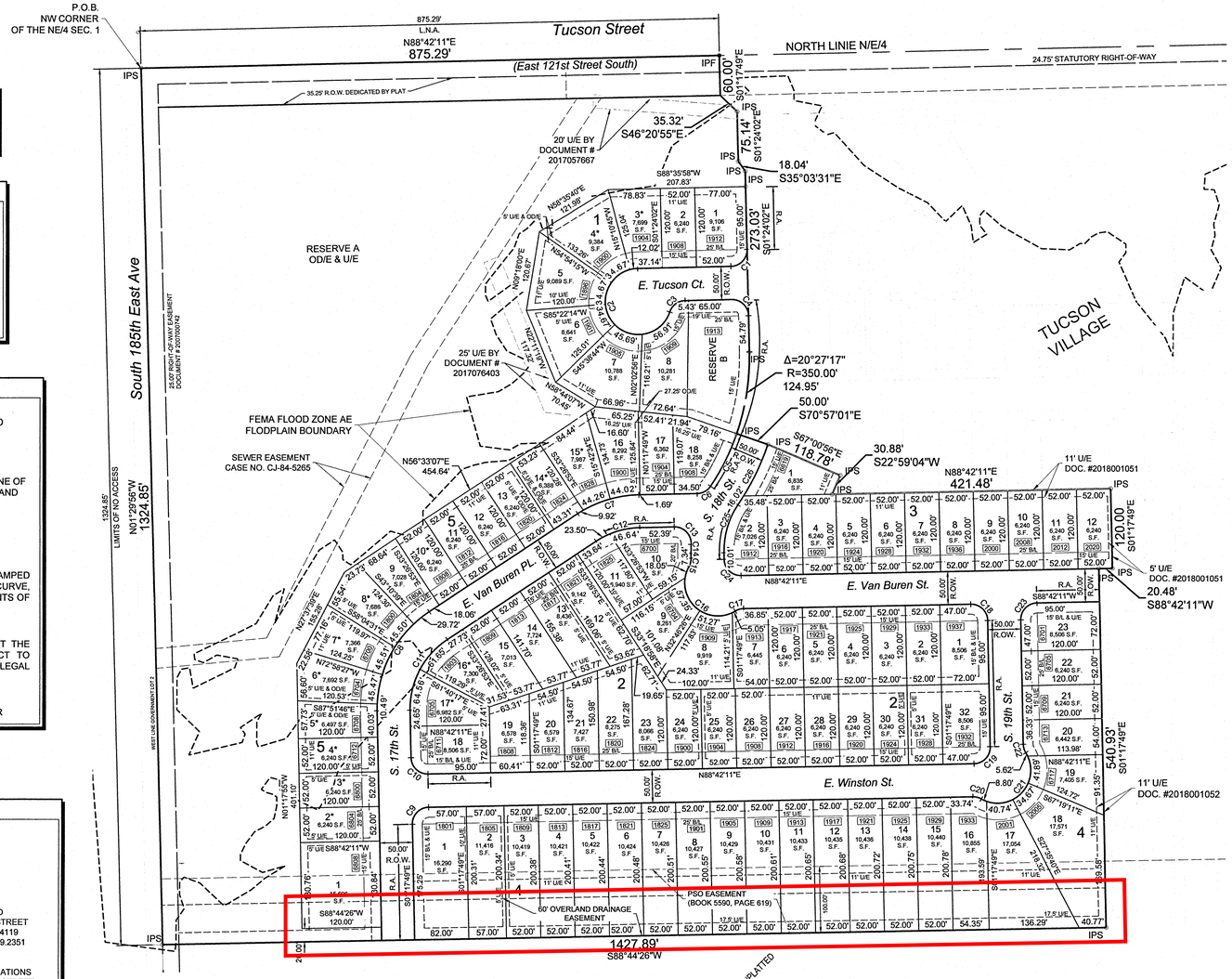
OWNER/DEVELOPER
TUCSON VILLAGE, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918.261.5200
FAX: 918.299.7767
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288



Location Map

SCALE: 1"=2000'



* PROPOSED GRADING ON LOTS 3 AND 4, BLOCK1, LOTS 16 AND 17, BLOCK 2 AND LOTS 2-8, 10, 14-15, BLOCK 5 ENCROACH INTO FEMA 100-YEAR FLOODPLAIN. A FEMA LOMR-F APPROVAL LETTER SHALL BE OBTAINED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
NO SOLID TYPE FENCE, FILL, MATERIAL, RAISED BEDS, OR ANY STRUCTURE SHALL BE PLACED WITHIN FEMA 100-YEAR FLOODPLAIN.

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANEL 40145C0457L. EFFECTIVE: SEPTEMBER 30, 2016.

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
R.A.	RESTRICTED ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
U/E	UTILITY EASEMENT
OD/E	OVERLAND DRAINAGE EASEMENT
F/E & L/E	FENCE & LANDSCAPE EASEMENT
DOD	DEED OF DEDICATION
R.O.W.	RIGHT OF WAY
XXXX	ADDRESSES

SITE DATA

BENCHMARK

3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "BA 12", SET S.W. OF 121ST ST, AND 193RD E. AVE. ELEV = 628.500' (NAVD 1988)

BASIS OF BEARINGS

ASSUMED BEARING OF N 88°42'11" E ALONG THE NORTH LINE OF LOT 1 OF SECTION 1, T-17-N, R-14-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

LAND AREA

1,554,088 SF± / 35.68 ACRES±

MONUMENTATION

A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, UNLESS NOTED OTHERWISE.

ADDRESSES

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.

DETENTION DETERMINATION

DETENTION DETERMINATION NUMBER: DD-091316-13-R

CONTACTS

MUNICIPAL AUTHORITY

CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
TULSA, OK 74112
PHONE: 918.831.8293

AEP / PSO
212 EAST 6TH STREET
TULSA, OK 74119
PHONE: 918.599.2351

WINDSTREAM TELECOM COMPANY
2300 EAST 1ST PLACE
BROKEN ARROW, OK 74012
PHONE: 918.451.3427

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
PHONE: 918.286.4658

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	39.27'	25.00'	35.36'	N43°35'58"E
C2	218.63'	50.00'	81.65'	N36°39'54"W
C3	30.77'	25.00'	28.87'	S53°20'06"W
C4	39.27'	25.00'	35.36'	N46°24'02"E
C5	89.07'	350.00'	88.83'	N26°20'40"E
C6	24.03'	25.00'	23.11'	N61°10'08"E
C7	98.20'	175.00'	96.92'	N72°37'39"E
C8	176.69'	175.00'	169.28'	N27°37'39"E
C9	39.27'	25.00'	35.36'	N43°42'11"E
C10	39.27'	25.00'	35.36'	S46°17'49"E
C11	126.21'	125.00'	120.91'	S27°37'39"W
C12	70.14'	125.00'	69.23'	S72°37'39"W
C13	41.15'	25.00'	36.66'	N44°08'51"W
C14	13.13'	175.00'	13.13'	S00°51'09"W
C15	13.29'	25.00'	13.14'	N13°56'10"E
C16	131.72'	50.00'	96.80'	N46°17'49"W
C17	13.29'	25.00'	13.14'	S73°28'12"W
C18	39.27'	25.00'	35.36'	N46°17'49"W
C19	39.27'	25.00'	35.36'	N43°42'11"E
C20	13.29'	25.00'	13.14'	S76°03'50"E
C21	131.72'	50.00'	96.80'	N43°42'11"E
C22	13.29'	25.00'	13.14'	N16°31'48"W
C23	39.27'	25.00'	35.36'	N43°42'11"E
C24	39.27'	25.00'	35.36'	S46°17'49"E
C25	76.35'	125.00	75.16'	S16°12'01"W
C26	102.23'	400.00'	101.95'	S26°22'33"W

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY THREE (93) LOTS IN FIVE (5) BLOCKS AND TWO (2) RESERVE AREAS

BLOCK 1	1.64 ACRES - 8 LOTS
BLOCK 2	5.29 ACRES - 32 LOTS
BLOCK 3	1.75 ACRES - 12 LOTS
BLOCK 4	5.59 ACRES - 23 LOTS
BLOCK 5	3.05 ACRES - 18 LOTS
RESERVE A	14.19 ACRES
RESERVE B	0.39 ACRES

FFE TABLE

BLOCK 1		BLOCK 2 (CONT)		BLOCK 3 (CONT)	
LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE
1	615.00	25	615.50	11	617.00
2	614.50	26	616.00	12	617.50
3	613.50	27	617.00	13	618.50
4	613.50	28	617.50	14	619.00
5	613.50	29	618.00	15	619.50
6	613.50	30	618.50	16	619.50
7	613.50	31	619.00	17	621.00
8	613.50	32	619.00	18	621.00
BLOCK 2		BLOCK 3		19	621.00
LOT	MIN. FFE	LOT	MIN. FFE	20	620.00
1	616.50	1	615.00	21	619.00
2	616.50	2	615.00	22	619.00
3	615.50	3	615.00	23	618.00
4	615.50	4	615.00	BLOCK 5	
5	615.00	5	615.00	LOT	MIN. FFE
6	615.00	6	615.00	1	612.00
7	615.00	7	615.00	2	611.50
8	615.00	8	616.00	3	611.50
9	614.00	9	616.00	4	611.50
10	613.00	10	617.00	5	611.50
11	611.50	11	617.00	6	611.00
12	611.50	12	618.00	7	611.50
13	611.50	BLOCK 4		8	611.00
14	612.00	LOT	MIN. FFE	9	612.00
15	612.00	1	613.00	10	612.00
16	611.00	2	613.50	11	612.00
17	611.00	3	613.50	12	612.00
18	611.00	4	614.50	13	611.50
19	613.00	5	614.50	14	611.50
20	613.00	6	615.00	15	611.50
21	614.00	7	615.50	16	612.50
22	614.00	8	616.00	17	613.00
23	615.00	9	616.00	18	614.00
24	615.00	10	616.50		

BACKFLOW PREVENTERS ARE REQUIRED ON ALL BUILDINGS.

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $615.00 per trust receipt no.16796 to be applied to 2021 taxes. This certificate is NOT to be construed as payment of 2021 taxes in full but is given in order that this plat may be filed on record. 2021 taxes may exceed the amount of the security deposit.

Dated: 05/12/2021
John M. Fothergill
Tulsa County Treasurer
By: _____
Deputy

TREASURER TULSA COUNTY, OKLA.

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON 6-2-2020

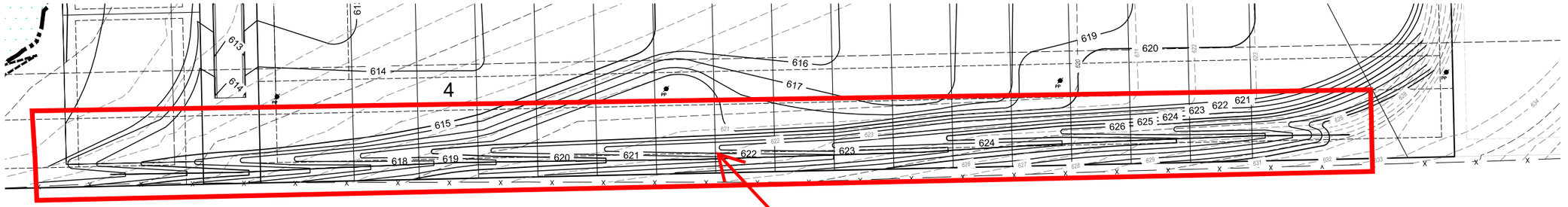
MAYOR

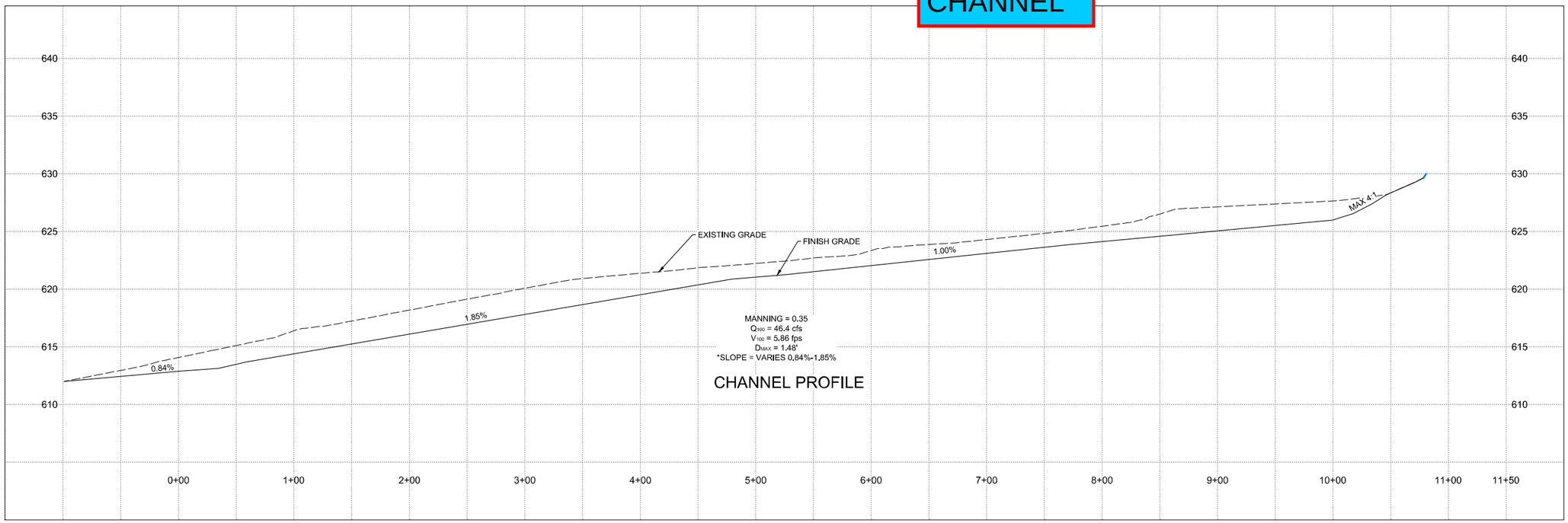
ATTEST: CITY CLERK

CITY OF BROKEN ARROW OKLAHOMA

TUCSON VILLAGE II
Case No. PT 18-100
Sheet 1 of 3

PLOT DATE: Thu, 22 Apr 2021 FILE: P:\17140\1-TUCSON VILLAGE II\TUCSON VILLAGE II- BASE

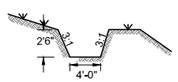




BASIN SUMMARY CHART

AREA (AC)	COMPOSITE CN	TC	Q100
10,64	61,0	16,7	46,4

*SCS METHOD USED TO DETERMINE FLOW.



A Typical Ditch Section
Scale: NTS

Apr/17/2020
CITY OF BROKEN ARROW
NO EXCEPTIONS TAKEN

BENCHMARK
3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "BA 12", SET S.W. OF 121ST ST, AND 193RD E. AVE. ELEV = 628.500' (NAVD 1988)

LICENSED PROFESSIONAL ENGINEER Alan Betchan 25330 OKLAHOMA

BEFORE YOU DIG CALL OKIE 811 CALLOKIE.COM

PLANS AND ESTIMATE PREPARED BY: AAB Engineering ■ Surveying ■ Land Planning

AAB ENGINEERING, LLC
OK CAM5316 Exp: June 30, 2020
PO Box 2136 Office: (918) 514-4283
Sand Springs, OK 74063 Fax: (918) 514-4288

DATE	REVISIONS

CITY OF BROKEN ARROW
Where opportunity lives

N W E S 0 50 100 150

TUCSON VILLAGE II

SOUTH DITCH PLAN & PROFILE

EXISTING UTILITIES SHOWN BASED ON DATA AVAILABLE AT THE DATE OF PLANS. ALL LINES MAY NOT BE SHOWN AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION. CALL OKIE AT 811 48 HOURS BEFORE YOU DIG.

ALL CONSTRUCTION SHALL BE PERFORMED IN CONFORMANCE WITH THE REGULATIONS OF ALL LOCAL AUTHORITIES HAVING JURISDICTION. ODOT STANDARDS AND SPECIFICATIONS SHALL GOVERN WHERE THOSE REGULATIONS DO NOT EXIST OR ARE SILENT.

SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ. 1"=50'	AAB	11/2019	kmt	11/2019
VERT. 1"=5'	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME: TUCSON VILLAGE II	SHEET 6A OF 41		PROJECT NO. 14,014,0	

PLOTDATE: Fri, 20 Mar 2020 FILE: P:\1THEN-TUCSON VILLAGE II\TUCSON VILLAGE II-BASE

City of Broken Arrow

Request for Action

File #: 25-1638, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of and authorization to revise a lease agreement with Gordon Outdoor Advertising, LLC. to construct, maintain, and manage a billboard on City of Broken Arrow property (Project Number 2160220)

Background:
Back in August 04, 2025 the original contract was presented and approved, but after further discussion there is a minor revision to paragraph on section 3.

The original contract stated a specific size 25 feet x 40 feet and the revision states the size shall be “no larger than the maximum size permittable by ODOT at the time of this lease”.

Cost: $0

Funding Source: N/A

Requested By: Charlie Bright, P.E. Director of Engineering and Construction

Approved By: City Manager’s Office

Attachments: Lease Agreement

Recommendation:
Approve and authorize the revision of lease agreement with Gordon Outdoor Advertising, LLC. to construct, maintain, and manage a billboard on City of Broken Arrow property (Project Number 2160220)

LEASE AGREEMENT

BY AND AMONG

GORDON OUTDOOR ADVERTISING, LLC

and

CITY OF BROKEN ARROW, OKLAHOMA

Dated as of August 4, 2025

LEASE

This Lease (the "Lease") is made _____, 2025 between the City of Broken Arrow, 220 South 1st Street, Broken Arrow, Oklahoma, 74013 ("Lessor"), and Gordon Outdoor Advertising, LLC., an Oklahoma Limited Liability Company, having its principal office at 110 West Commercial St. Broken Arrow Oklahoma ("Lessee").

1. DESCRIPTION OF PROPERTY; TERM

A. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each intending to be legally bound, Lessor leases to Lessee real property belonging to Lessor located in Tulsa County, Oklahoma and more particularly described as follows:

- Exhibit A to this Lease is a legal description of the actual location at which the sign shall be constructed (the "Leased Property").

- Exhibit (B) to this Lease is the legal description of Lessor's entire property at which the sign shall be constructed.

B. The Lease shall be for an initial term of twenty-five (25) years, beginning on the effective date of this Lease ("Lease Term").

2. CONSIDERATION

In exchange for use of the Leased Property, Lessee shall construct a double-sided LED billboard and allow Lessor to utilize up to two (2) of the eight (8) LED slots on each side of the LED billboard, which equates to 25% of the total advertising time of any advertising that takes place on the Leased Property in the form of digital image display on a digital billboard. Lessee shall also make unlimited billboard graphic design services available to the City of Broken Arrow in connection with the City's use of the billboard. Lessee shall be responsible for all upload / download art trafficking services.

3. USE OF PROPERTY

DGP

11/12/2025

Lessee shall only use the Leased Property for the construction, maintenance, and operation of one (1) double sided LED billboard that displays digital images on a digital billboard, and for no other purpose whatsoever. The size of each of the two (2) LED sign faces on said billboard shall be ~~25 feet by 40 feet.~~ Construction of the billboard shall be contingent upon Gordon Outdoor Advertising successfully obtaining a Class "A" state sign permit from ODOT.

JJ 11-12-25

no larger than the maximum size permittable by ODOT at the time of this lease.

4. COVENANT RUNNING WITH THE LAND; RECORDING OF MEMORANDUM

This Lease and all rights and obligations set forth herein shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective

successors, assigns, and legal representatives. The parties expressly intend that this Lease create a covenant running with the land pursuant to applicable Oklahoma law. The benefits and burdens of this Lease shall be enforceable by and against subsequent owners, lessees, or occupants of the Leased Property for the full term of this Lease and any renewals or extensions hereof.

To provide public notice and further evidence of the covenant running with the land, the parties agree to execute a Memorandum of Lease in recordable form setting forth the names of the parties, a description of the Leased Property, the Lease term, and such other provisions as may be required or permitted by law. The Memorandum of Lease may be recorded in the land records of Tulsa County, Oklahoma, or the appropriate recording office. The recording of such memorandum shall not be deemed to modify or amend the terms of this Lease.

5. COMPLIANCE WITH LAW

A. In its use of the Leased Property, Lessee shall fully comply with all applicable federal, state, county and municipal statutes, rules, regulations, and ordinances.

B. In its use of the Leased Property, Lessee shall secure from the proper authorities all required licenses and permits before commencing construction of the billboard. Lessor shall support Lessee in obtaining any and all required licenses and permits required by any and all applicable regulatory entities. Costs for obtaining any and all required licenses and permits shall be the responsibility of the Lessee.

6. REPAIRS AND MAINTENANCE

Lessee shall, at all times during the term of this Lease, keep all improvements placed by Lessee on the Leased Property in good repair, and shall maintain them at all times in a clean and attractive condition.

7. INSURANCE

Lessee shall obtain and keep in full force and effect at all times during the term of this Lease, a policy of public liability insurance, with an insurer satisfactory to Lessor, for the protection of Lessor and Lessee against liability arising out of the condition of the Leased Property and the improvements erected on the Leased Property. Lessee agrees to name Lessor as an additional insured on Lessee's liability insurance policy covering the Leased Property and shall furnish Lessor a $1,000,000.00 Certificate of such insurance from its insurance carrier.

8. NOXIOUS WEEDS; MOWING

Subject to and in compliance with any applicable local, state or federal laws or regulations, including those enforced by the United States Army Corps of Engineers, Lessee shall remove by the roots or otherwise effectively destroy all thistles and other noxious weeds growing on the Leased Property, provided that Lessee shall use no chemical weed killers containing chemicals dangerous to crops, animals, or human beings, and shall keep the property neatly mowed. Lessee

shall have the right to remove any trees, brush, or vegetation that may, in the opinion of the Lessee, obscure the view of the sign. Lessee agrees to keep the sign structure maintained to the highest standards, both structurally and cosmetically.

9. OWNERSHIP OF IMPROVEMENTS

All improvements erected by Lessee on the Leased Property shall remain intact and shall remain the property of Lessee. At Lessor's request only, any and all improvements of the Leased Property shall be removed by Lessee within sixty (60) days after the termination of this Lease.

10. ACCESS TO LEASED PROPERTY

Lessor warrants that it is the owner of the Leased Property and has all necessary authorities to grant to Lessee the rights conveyed herein. The Lessor hereby grants to the Lessee a non-exclusive access and utility easement across the real property of Lessor described on the attached Exhibit B as a means of vehicular and pedestrian access to the Leased Property and as a means of providing electricity to Lessee's billboard sign. Further, Lessor shall not allow any obstruction of the view of either sign face on Lessee's billboard.

11. TERMINATION

A. By Lessor

1. Limited Termination for Convenience

The parties acknowledge that Lessee is making a substantial investment in the Leased Property and requires long-term assurance of its rights under this Lease. Accordingly, the City shall not terminate this Lease for convenience during the initial ten (10) years of the Lease Term. Thereafter, the City may terminate this Lease for convenience only upon providing not less than one hundred eighty (180) days prior written notice to Lessee. In the event of such early termination, the City shall pay Lessee an early termination fee equal to the annual net revenue generated by the sign multiplied by the number of years remaining in the Lease Term and additional lease term (not to exceed ten years), as provided in section 13 of this Lease. The "annual net revenue" shall mean the annual average of the gross revenue generated by the sign during the three years prior to termination, less Lessee's structural insurance, electrical costs, and amounts paid to the City, if any.

2. Termination for Cause

The City may terminate this Lease at any time upon fifteen (15) days' prior written notice to Lessee in the event of any of the following causes:

(a) Lessee's failure to comply with any material term of this Lease, provided such failure is not cured within thirty (30) days after written notice from the City, or within a longer

period if cure is not reasonably possible within 30 days and Lessee is diligently pursuing cure;
(b) Lessee's failure to comply with any applicable federal, state, or local laws or regulations relating to the use of the Leased Property;
(c) Abandonment or discontinuance of use of the billboard structure for a continuous period of one (1) year without written notice and explanation to the City;
(d) The billboard structure is determined by a governmental authority, in accordance with applicable local and state statutory and regulatory requirements, to pose a danger to public health or safety and Lessee fails to promptly remedy such condition.

C. Effect of Termination

Upon termination of this Lease for any reason, Lessee shall, at its sole cost, remove all improvements and restore the Leased Property to a clean and orderly condition, reasonable wear and tear excepted, within sixty (60) days of the termination date.

B. By Lessee. During the term of this Lease, should the use of the Leased Property for the purpose permitted by this Lease be prohibited, limited or restricted by the terms of any restriction, covenant, regulation, ordinance, or zoning resolution affecting the property, or if the Leased Property becomes unsuitable for the use of advertising in Lessee's opinion, Lessee, at Lessee's option, may terminate this Lease by giving Lessor sixty (60) days' notice in writing of its election to do so. Furthermore, should Lessee be prohibited from construction of the billboard by any regulatory entity, this Lease shall terminate immediately without any penalty or cost to the Lessee.

12. RIGHT OF FIRST NEGOTIATION

In the event the City elects to sell or otherwise dispose of the Leased Property during the Lease Term, the City shall provide written notice to Lessee and offer Lessee an opportunity to enter into good faith negotiations for the potential acquisition of the Leased Property or an interest therein. Nothing in this provision shall obligate the City to enter into any transaction with Lessee or to refrain from offering the Leased Property to other parties if the parties are unable to reach agreement within sixty (60) days of notice.

13. RENEWAL OPTION

Lessor grants Lessee an option to renew this Lease for an additional 25 years after expiration of the term of this Lease, at an annual rental of an amount equal to 20% of the gross revenue generated by the sign, to be paid annually, or, Lessor may continue utilizing the same percentage of advertising space on each side of LED billboard as noted above in this Lease. The other terms, covenants, and conditions of the renewal lease are to remain the same as those in this Lease.

To exercise such option, Lessee must give Lessor written notice of Lessee's intention to do so at least two (2) months before expiration of this lease.

14. CONTENT RESTRICTIONS

Content referencing, directly or indirectly, the City's political candidates or obscene material shall not be displayed on the Sign.

The parties have executed this lease at City of Broken Arrow on the day and year first above written.

City of Broken Arrow, "LESSOR"

By: _____
Michael Spurgeon, City Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

Gordon Outdoor Advertising, LLC "LESSEE"

By: _____
Jeff Gordon, Owner / managing member

Date: 7/23/25

Attest: _____

Date: 7/23/25

EXHIBIT A TO LEASE AGREEMENT

SIGN EASEMENT DESCRIPTION:

A TRACT OF LAND LOCATED IN RESERVE "G", THE AMENDED PLAT OF THE PARK AT ADAM'S CREEK – PHASE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NUMBER 5663, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID RESERVE "G"; THENCE NORTH 87°02'52" WEST ALONG THE SOUTH LINE OF SAID RESERVE "G", FOR 155.89 FEET; THENCE NORTH 69°49'43" WEST, CONTINUING ALONG SAID SOUTH LINE, FOR 19.20 FEET; THENCE NORTH 20°10'17" EAST FOR 20.00 FEET TO THE NORTHERLY LINE OF A 20.00 FOOT WATERLINE EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 69°49'43" WEST, ALONG THE NORTH LINE OF SAID EASEMENT, FOR 65.00 FEET; THENCE NORTH 20°10'17" EAST FOR 65.00 FEET; THENCE SOUTH 69°49'43" EAST, PARALLEL TO THE NORTH LINE OF SAID EASEMENT, FOR 65.00 FEET; THENCE SOUTH 20°10'17" WEST FOR 65.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B TO LEASE AGREEMENT

RESERVE G LESS BEG NWC RESERVE G TH SW49.37 E33.67 CRV RT 94.16 SE68.23 NWLY CRV RT 183.01 POB FOR RD

City of Broken Arrow

Request for Action

File #: 25-1552, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of and authorization for the annual subscription payment for FUSUS Real Time Crime Center Software

Background:
On 12-03-24 Council approved a five-year agreement between The Police Department and Axon Enterprises Inc. for their Real Time Crime Center Software known as FUSUS. The agreement specifies the total contract value to be $813,738.83. Approximately $750,000.00 of the contract total is annual subscription costs billed annually over the contract period. The remaining balance is the purchase of hardware required to run the system.

Cost: $150,000.05

Funding Source: Public Safety Sales Tax

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: FY26 Invoice

Recommendation:
Approve and authorize the annual subscription payment for FUSUS Real Time Crime Center Software

RECEIVED SEP 10 2025

Your Feedback Matters

Invoice

Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice ID	INUS376251
Invoice Account	110078
Date	10-Sep-25
Payment Term	Net 30 days
PO/DO #	
Quote #	Q-605398,
Sales Order #	
Terms of Delivery	FCA
Customer Reference	Q-605398,

BILL TO
City of Broken Arrow Police Dept. - OK
PO Box 610
Broken Arrow, OK 74013-0610
USA

SHIP TO
City of Broken Arrow Police Dept. - OK
1700 W Detroit St
Broken Arrow, OK 74012-3623
USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	101409	BUNDLE - FUSUS ENTERPRISE	1.00	18.46271%	150,000.05
				Bundled Line Subtotal	**150,000.05**

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
						Item Line Subtotal		**0.00**

Sales Amount	150,000.05
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	150,000.05
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE USD	**150,000.05**

Payment Due **10-Oct-25**

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS376251	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS376251	Reference No INUS376251	Tempe, AZ 85283
					Reference No INUS376251

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

City of Broken Arrow

Request for Action

File #: 25-1571, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of and authorization to amend the purchase of mobile communication radios for the police department from L3 Harris Technologies Inc

Background:
The Police Department is requesting City Council amend the purchase of 16 Harris XL185M mobile communications radios. This purchase was previously approved by Council on August 4th, 2025. Since then, we have learned of another model of radio that will suit our needs and is considerably more affordable per radio. The XL85M radio just came out this year and the only major difference between it and the XL185M is the lack of LTE capability, which we never use. Amending this purchase will save $34,285 on FY26 mobile radios for new patrol cars. The cost of the XL185 radios was $102,718.69, the cost of the XL85 radios is $68,433.76.

Cost: $68,433.76

Funding Source: Fund 329, Projects 2630010 and 2630020

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: L3 Harris Quote: XL85M_295766_09302025

Recommendation:
Approve of and authorize the amendment of purchase of mobile communication radios for the police department from L3 Harris Technologies Inc

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: City of Broken Arrow_XL85M_295766_09302025

Sgt. Zack Schatz
Quartermaster
1101 N. 6th St
Broken Arrow, OK. 74012
918-451-8200 Ext. 8110 (Office)
918-269-3084 (Cell)

Date: *9/30/2025* ***Valid for 30 days***
Sales POC: *Greg Kolsut*
Sr. Specialist Critical Communication
Account Manager- Oklahoma
+1 405-315-2741
greg.kolsut@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	*J.Knox/C.Corrigan*
CRM #	
CCC Case #	*INC-000368676/INC-000369651*

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
		XL-85 Mobile					
1	XQ-M78B	MOBILE, XL-85M, 700/800 MHZ	16	$ 2,500.00	26%	$ 1,850.00	$ 29,600.00
2	XQ-PL8Y	FEATURE, ENCRYPTION LITE	16	$ 0.01	100%	$ -	$ -
3	XQ-PL4F	FEATURE, PHASE 2 TDMA	16	$ 275.00	26%	$ 203.50	$ 3,256.00
4	XQ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	16	$ 785.00	26%	$ 580.90	$ 9,294.40
5	XQ-PL4L	FEATURE, SINGLE BAND, 7/800	16	$ 0.01	100%	$ -	$ -
6	XQ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	16	$ 1,200.00	26%	$ 888.00	$ 14,208.00
7	XQ-MC6A	MICROPHONE, XL, STANDARD MOBILE	16	$ 105.00	26%	$ 77.70	$ 1,243.20
8	XQ-AN3H	ANTENNA, ELEMENT, 700/800,900, 3DB	16	$ 75.00	26%	$ 55.50	$ 888.00
9	XQ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	16	$ 80.00	26%	$ 59.20	$ 947.20
10	XQ-LS6A	SPEAKER, EXTERNAL, MOBILE	16	$ 60.00	26%	$ 44.40	$ 710.40
11	XQ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	16	$ 120.00	26%	$ 88.80	$ 1,420.80
12	XQ-MA4F	KIT, MOUNTING XL-85 MOBILE UNIVERSAL	16	$ 250.00	26%	$ 185.00	$ 2,960.00
13	XQ-CA6D	CABLE, POWER, XL-CH	16	$ 87.00	26%	$ 64.38	$ 1,030.08
14	XQ-ZM2Z	KIT, CONVERSION, XL-85M, REMOTE CTRL HD	16	$ 750.00	26%	$ 555.00	$ 8,880.00
15		Radio Refresh 2.0 Trade In	16	$ (400.00)	0%	$ (400.00)	$ (6,400.00)
						Estimated Shipping	**$ 395.68**
	Lead time is subject to material availability at time of order					**Total Sale Price**	**$ 68,433.76**

Terms and Conditions:

1. *The Terms and Conditions are governed by the agreement between L3Harris Technologies and Sourcewell Public Safety Communications Technology and Hardware Solutions. This Quote is issued pursuant to Sourcewell Contract 042021-L3H, and SIT#295766. In accordance with Section 6.B. of the Sourcewell Contract, L3Harris has supplied additional terms and conditions customary to the industry, as well as specific to the technology being proposed. City of Broken Arrow, Broken Arrow , Oklahoma Sourcewell Membership ID# 67325..*

   Also reference MBP# 1217697 - Radio Refresh 2.0 Trade In
   Orders must be received by December 15, 2025

2. *Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.*

3. *Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.*

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.
Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

City of Broken Arrow

Request for Action

File #: 25-1572, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-25

Title:
Approval of and authorization to purchase emergency vehicle equipment for new Police Department vehicles from 911 Custom utilizing National Association of State Procurement Officials (NASPO) ValuePoint pricing

Background:
The Police Department is requesting the City approve the purchase of emergency vehicle equipment from 911 Custom for FY26 police vehicles. This equipment will be used to outfit seven new patrol Ford Explorers, eight new patrol Chevy Tahoes, one new EV patrol Chevy Blazer, two new K-9 Ford F150's, and one new Ford T350 Transit van for the SOT medics. Pricing for this purchase is guaranteed by NASPO ValuePoint, a national government bidding consortium contract with the State of Oklahoma. This agreement and associated addendum have been reviewed by the City of Broken Arrow Legal Department. These items must be sold at or below the NASPO ValuePoint agreed price. 911 Custom has provided excellent customer service and quality products to the city for many years.

Cost: $268,012.08

Funding Source: Fund 329

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: 911 Custom quotes using NASPO ValuePoint guaranteed pricing

Recommendation:
Approve and authorize the purchase of emergency vehicle equipment for new PD vehicles from 911 Custom utilizing NASPO ValuePoint pricing

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62081	10/27/2025

Bill To:

Broken Arrow, City of - OK
Broken Arrow, City of
Accounts Payable
P.O. Box 610
Broken Arrow, OK 74013

Ship To:

Broken Arrow, City of - OK
RIGID
Brandon Tener
2720 CLASSEN BLVD
NORMAN, OK 73071

Customer: Broken Arrow, City of - OK

Contact: RIGID
PO Number: 2 F150 K9

Sales Rep	Carrier	Date Scheduled
Kevin	UPS	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-BSFW478	I-E FST WCX S/D 8-LT F-SERIES	$1,599.00	2.00 ea	$ 3,198.00
2	W-BSRW10	INNER EDGE RST WCX 10-LT TRAY RED RED RED BLUE	$1,599.00	2.00 ea	$ 3,198.00
3	W-ISR47	REAR INNER EDGE BRACKET F150-2015-18	$0.00	2.00 ea	$ 0.00
4	W-C399	CENCOM CORE WCX CONTROL CENTER	$0.00	2.00 ea	$ 0.00
5	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	$0.00	2.00 ea	$ 0.00
6	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$168.74	2.00 ea	$ 337.48
7	W-C399SP	SCANport KIT FOR C399	$0.00	2.00 ea	$ 0.00
8	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE	$218.89	2.00 ea	$ 437.78
9	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$0.00	2.00 ea	$ 0.00
10	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$219.30	2.00 ea	$ 438.60
11	W-SAK73	DUAL SA-315 MT KIT FORD F-150	$0.00	2.00 ea	$ 0.00
12	W-CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	$556.96	2.00 ea	$ 1,113.92
13	W-HWLRB35K	HOWLER BKT 2022 F-150	$0.00	2.00 ea	$ 0.00
14	W-TCRWX5-DEDED	WeCanX TRACER 5-LAMP HOUSING RBRBR WITH WHITE OVERRIDE	$692.07	4.00 ea	$ 2,768.28
15	W-TCRB47	TRACER MTG KIT FORD F-150	$0.00	4.00 ea	$ 0.00
16	W-TLI2JX	ION T-SERIES LINEAR DUO RB SMK REAR TAG	$124.49	4.00 ea	$ 497.96
17	W-TSS0J	ION-T SURFACE MT DUO RED/BLU REAR SIDE DOORS	$117.41	4.00 ea	$ 469.64
18	***911BRACKET	bracket TION TAG BRACKET	$40.00	2.00 ea	$ 80.00
19	W-TSS0DX	WHELEN T-SERIES SURFACEMT RED-WHT/SMK FRONT BUMPER	$124.49	4.00 ea	$ 497.96

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62081	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
20	W-TSS0EX	WHELEN T-SERIES SURFACEMT BLUE-WHT/SMK FRONT BUMPER	$124.49	4.00 ea	$ 497.96
21	WAY-78153	Blue Sea Systems Blade Fuse Block, 12 Circuits with Negative Bus & Cover	$50.00	2.00 ea	$ 100.00
22	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	$37.95	2.00 ea	$ 75.90
23	H-C-VSW-3000-F150-3	12.5Ã¢â‚¬Â³ Wide Flat 30Ã¢â‚¬Â³ Vehicle-Specific Console For 2021-2023 Ford F-150 Police Responder, Special Service Vehicle (SSV), 2023 Ford F-250, 350, 450 XL & XLT Super Duty Pickup, F-450 & 550 Cab Chassis & F-600 Chassis Cab FACEPLATES: EB30-CH7-1P, EB40-CCS-1P, C-EB25-XTL-1P-A, FILLERS	$742.44	2.00 ea	$ 1,484.88
24	H-C-APW-1390	13" Accessory Pocket, 9." Deep for 3.3"W Section of Wide Consoles	$60.03	2.00 ea	$ 120.06
25	H-C-ARM-108	Side Mounted Flip Up Armrest	$177.33	2.00 ea	$ 354.66
26	H-C-AP-0325-1	3" Accessory Pocket, 2.5" Deep	$36.57	2.00 ea	$ 73.14
27	H-CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	$46.23	2.00 ea	$ 92.46
28	H-C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	$163.53	2.00 ea	$ 327.06
29	H-C-MD-112	Tilt/swivel slide motion adapter	$261.51	2.00 ea	$ 523.02
30	H-DS-DELL-412	Docking Station and LPS-137 (90W Vehicle Power Supply) for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Advanced Port Replication)	$1,048.23	2.00 ea	$ 2,096.45
31	H-K9-F23-1-B	2017-2020 Ford F-150/F-250 BLACK K9 Transport system	$4,471.89	2.00 ea	$ 8,943.78
32	H-K9-A-103	K9 Transport water bowl option	$61.41	2.00 ea	$ 122.82
33	AK9-HP-5020	K9 HOT-N-POP PRO TEMP ALARM & DOOR	$1,499.00	2.00 ea	$ 2,998.00
34	AK9-ACEWATCHDOG	PROACTIVE MONITORING SYSTEM FOR SMARTPHONE	$899.00	2.00 ea	$ 1,798.00
35	AK9-HP-RBM-27-400	REMOTE PAGER MODULE FOR HOT-N-POP-PRO	$325.00	2.00 ea	$ 650.00
36	AK9-HA-FKT10-P	OPTIONAL 10" FAN, ACTIVATION MODULE, MANUAL SWITCH, AND MATERIALS	$239.00	2.00 ea	$ 478.00
37	W-MPBB	MICRO PIONEER BAIL MT 12V BLK	$295.00	4.00 ea	$ 1,180.00
38	W-TSS0JX	T-SERIES SURFACEMT DUO R-B/SMK	$124.49	8.00 ea	$ 995.92
39	Shipping and Handling	Shipping and Handling	$1,250.00	1.00 ea	$ 1,250.00

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62081	10/27/2025

Subtotal:	**$37,199.73**
Sales Tax:	**$0.00**
Total:	**$37,199.73**
Paid:	**$0.00**
Balance Due:	**$37,199.73**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62038	10/27/2025

Bill To:

Broken Arrow, City of - OK
Broken Arrow, City of
Accounts Payable
P.O. Box 610
Broken Arrow, OK 74013

Ship To:

Broken Arrow, City of - OK
RIGID
Brandon Tener
2720 CLASSEN BLVD
NORMAN, OK 73071

Customer: Broken Arrow, City of - OK

Contact: RIGID
PO Number: BLAZER EV

Notes: Install here, do not ship

Sales Rep	Carrier	Date Scheduled
Kevin	Best Way	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-EB8DEDE	LEGACY WCX 48" RW/BW/RW/BW	$3,029.00	1.00 ea	$ 3,029.00
2	W-CLBV2V	LTBAR-MOUNTED V2V SYNC MODULE	$218.89	1.00 ea	$ 218.89
3	W-STPBK101	LIGHTBAR STRAP KIT #101 BLACK	$0.00	1.00 ea	$ 0.00
4	W-C399	CENCOM CORE WCX CONTROL CENTER	$0.00	1.00 ea	$ 0.00
5	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	$0.00	1.00 ea	$ 0.00
6	W-C399SP	SCANport KIT FOR C399	$0.00	1.00 ea	$ 0.00
7	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$0.00	1.00 ea	$ 0.00
8	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	$15.00	1.00 ea	$ 15.00
9	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$223.40	1.00 ea	$ 223.40
10	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	$15.00	1.00 ea	$ 15.00
11	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$172.28	1.00 ea	$ 172.28
12	W-CEXAMP	WeCanX EXTERNAL AMPLIFIER	$221.84	1.00 ea	$ 221.84
13	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	$37.95	1.00 ea	$ 37.95
14	S-BK1541BLE24	PB450LR2 LIGHT READY BLAZER EV 2024	$406.41	1.00 ea	$ 406.41
15	W-XI2E	DUO LINEAR ION BLU/WHT SMK BLK	$129.21	1.00 ea	$ 129.21
16	W-XI2D	DUO LINEAR ION RED/WHT SMK BLK	$129.21	1.00 ea	$ 129.21
17	W-TSS0EX	WHELEN T-SERIES SURFACEMT BLUE-WHT/SMK	$124.49	1.00 ea	$ 124.49
18	W-TSS0DX	WHELEN T-SERIES SURFACEMT RED-WHT/SMK	$124.49	1.00 ea	$ 124.49
19	W-CHWLUNI	WCX LOW FREQ SIREN AMP UNIV MT	$446.04	1.00 ea	$ 446.04
20	W-TCRWX5-DEDED	WeCanX TRACER 5-LAMP HOUSING RBRBR WITH WHITE OVERRIDE	$692.07	2.00 ea	$ 1,384.14

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62038	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
21	W-TCRB59	TRACER MTG KIT 2024 BLAZER EV	$0.00	2.00 ea	$ 0.00
22	W-U180JCX	U-SERIES TRIO R-B-W/SMOKE	$202.37	2.00 ea	$ 404.74
23	W-U18059	U-SERIES MIRROR MT BLAZER EV	$20.65	2.00 ea	$ 41.30
24	W-TSS0JX	T-SERIES SURFACEMT DUO R-B/SMK	$124.49	2.00 ea	$ 248.98
25	***911BRACKET	bracket	$75.00	1.00 ea	$ 75.00
26	W-XI2J	DUO LINEAR ION RED/BLU SMK BLK REAR TAG	$129.21	2.00 ea	$ 258.42
27	H-C-VS-0820-BLZR-EV	Vehicle-Specific 28" Angled Console for 2024 Chevrolet Blazer	$604.44	1.00 ea	$ 604.44
28	H-C-HDM-204	8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	$163.53	1.00 ea	$ 163.53
29	H-C-MD-112	Tilt/Swivel Slide Motion Adapter	$261.51	1.00 ea	$ 261.51
30	H-DS-DELL-432N	Docking Station for Dell Pro Rugged 14 & 13, 5430, 7330, 5420, 5424, & 7424 Notebooks with Advanced Port Replication & Havis Power Supply	$983.25	1.00 ea	$ 983.25
31	H-C-LP2-USB-BL2	Console Accessory Bracket Kit with 2 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 2 Blanks for Rectangular Accessories	$111.09	1.00 ea	$ 111.09
32	H-C-AP-0325-1	3" Accessory Pocket, 2.5" Deep	$36.57	1.00 ea	$ 36.57
33	H-CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	$46.23	1.00 ea	$ 46.23
34	H-C-ARM-103	Armrest For Top Mount, Console, Large Pad	$134.55	1.00 ea	$ 134.55
35	W-60CREGCS	12V WHT/RED 6" COMPARTMENT LT	$152.22	1.00 ea	$ 152.22
36	S-QK1684BLE24	"Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition *Seat Belt Retractors Pre-Installed to Save 30 Minutes of Install Time"	$1,289.61	1.00 ea	$ 1,289.61
37	S-TK0126BLE24	CARGO BOX SINGLE DRAWER - DSK 24-25 CHEVY BLAZER EV	$1,255.11	1.00 ea	$ 1,255.11
38	S-TK0661BLE24	CARGO REAR DECK BLAZER	$289.11	1.00 ea	$ 289.11
39	S-PK1130BLE24	#10XL COATED POLY PARTITION 24-25 CHEVY BLAZER EV	$751.41	1.00 ea	$ 751.41
40	Shipping and Handling	Shipping and Handling	$499.00	1.00 ea	$ 499.00

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62038	10/27/2025

Subtotal:	**$14,283.42**
Sales Tax:	**$0.00**
Total:	**$14,283.42**
Paid:	**$0.00**
Balance Due:	**$14,283.42**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62033	10/27/2025

Bill To:
Broken Arrow, City of - OK Broken Arrow, City of Accounts Payable P.O. Box 610 Broken Arrow, OK 74013

Ship To:
Broken Arrow, City of - OK RIGID Brandon Tener 2720 CLASSEN BLVD NORMAN, OK 73071

Customer: Broken Arrow, City of - OK

Contact: RIGID
PO Number: 7 UTILITY PATROL

Notes: Install here, do not ship

Sales Rep	Carrier	Date Scheduled
Kevin	UPS	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-EB2DEDE-MIDNIGHT	LEGACY WCX 54" RW/BW/RW/BW MIDNIGHT PKG	$3,029.00	7.00 ea	$ 21,203.00
2	W-CLBV2V	LTBAR-MOUNTED V2V SYNC MODULE	$207.68	7.00 ea	$ 1,453.76
3	W-MBEZ105	E-Z LIGHTBAR MT KIT #105 BLACK FORD PIU 2020-	$0.00	7.00 ea	$ 0.00
4	W-C399	CENCOM CORE WCX CONTROL CENTER	$0.00	7.00 ea	$ 0.00
5	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	$0.00	7.00 ea	$ 0.00
6	W-C399SP	SCANport KIT FOR C399	$0.00	7.00 ea	$ 0.00
7	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$0.00	7.00 ea	$ 0.00
8	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	$0.00	7.00 ea	$ 0.00
9	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$223.40	7.00 ea	$ 1,563.80
10	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	$15.00	7.00 ea	$ 105.00
11	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$172.28	7.00 ea	$ 1,205.96
12	W-CEXAMP	WeCanX EXTERNAL AMPLIFIER	$221.84	7.00 ea	$ 1,552.88
13	P-P1000UINT20AOSB	Single Compartment, Pro-Cell, 1/2" Partition, w/ Passenger Side Only Outboard Seat Belts	$2,522.64	7.00 ea	$ 17,658.48
14	S-BK1541ITU20	PB400 LIGHT READY 2020 UTILITY WHELEN ION LIGHT READY FRONT CROSSBAR	$392.61	7.00 ea	$ 2,748.27
15	S-HK2272ITU20	20-22 Ford Int Utility - PB10 Headlight Guard, Steel, With PB9S Wrap, Steel	$620.31	7.00 ea	$ 4,342.17

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62033	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
16	W-TCRWX5-DEDED	WeCanX TRACER 5-LAMP HOUSING RBRBR WITH WHITE OVERRIDE	$692.07	14.00 ea	$ 9,688.98
17	W-TCRB50	TRACER MTG KIT INTERCEPTOR SUV	$30.09	14.00 ea	$ 421.26
18	W-NP6BB	NANO-6 PIONEER BAIL MT 12V BLK	$158.66	14.00 ea	$ 2,221.24
19	W-CHWLFE29	WCX LO FREQ SIREN AMP EXPLORER	$446.04	7.00 ea	$ 3,122.28
20	W-PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU REAR BUMPER FACE MOUNT	$128.62	14.00 ea	$ 1,800.68
21	W-RPWS50	ION REARPILLAR WC SOLO UTILITY - MUST PURCHASE EXPANSION MODULE SEPERATE SMOKED	$781.16	7.00 ea	$ 5,468.12
22	W-60CREGCS	12V WHT/RED 6" COMPARTMENT LT REAR HATCH	$152.22	7.00 ea	$ 1,065.54
23	H-C-VS-1210-INUT	2020-2021 Ford Interceptor Utility Police Vehicle-Specific 22" Console FACEPLATES EB30-HXL-1P, EB40-CCS-1P,	$364.32	7.00 ea	$ 2,550.24
24	H-C-AP-0325	3" accessory pocket, 2.5" deep	$0.00	7.00 ea	$ 0.00
25	H-CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	$46.23	7.00 ea	$ 323.61
26	H-C-LP2-USB-BL2	Console Accessory Bracket Kit with 2 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 2 Blanks for Rectangular Accessories	$111.09	7.00 ea	$ 777.63
27	H-C-ARM-103	Armrest for top mount, console, large pad	$134.55	7.00 ea	$ 941.85
28	H-CG-X	Chargeguard-select	$76.59	7.00 ea	$ 536.13
29	H-C-HDM-204	8.5" Heavy-Duty Telescoping Pole, side mount, short handle	$163.53	7.00 ea	$ 1,144.71
30	H-C-MD-119	Swing arm with motion adapter	$261.51	7.00 ea	$ 1,830.57
31	H-DS-DELL-432N	Docking Station for Dell Pro Rugged 14 & 13, 5430, 7330, 5420, 5424, & 7424 Notebooks with Advanced Port Replication & Havis Power Supply	$983.25	7.00 ea	$ 6,882.75
32	Shipping and Handling	Shipping and Handling	$3,693.88	1.00 ea	$ 3,693.88
33	S-GK0068E	Single T-Rail Mount, 1082E Blac-Rac, Trigger Guard and Receiver, ***NEW COLD WIRE TECHNOLOGY INCLUDED***, SOLD SEPARATELY, Momentary Switch, Required if NOT wiring into Smart Siren Controller	$592.71	7.00 ea	$ 4,148.97
34	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	$37.95	7.00 ea	$ 265.65
35	W-XI2D	DUO LINEAR ION RED/WHT SMK BLK	$129.21	7.00 ea	$ 904.47
36	W-XI2E	DUO LINEAR ION BLU/WHT SMK BLK	$129.21	7.00 ea	$ 904.47

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62033	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
37	W-TSS0EX	WHELEN T-SERIES SURFACEMT BLUE-WHT/SMK	$124.49	7.00 ea	$ 871.43
38	W-TSS0DX	WHELEN T-SERIES SURFACEMT RED-WHT/SMK	$124.49	7.00 ea	$ 871.43

Subtotal:	**$102,269.21**
Sales Tax:	**$0.00**
Total:	**$102,269.21**
Paid:	**$0.00**
Balance Due:	**$102,269.21**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62036	10/27/2025

Bill To:

Broken Arrow, City of - OK
Broken Arrow, City of
Accounts Payable
P.O. Box 610
Broken Arrow, OK 74013

Ship To:

Broken Arrow, City of - OK
RIGID
Brandon Tener
2720 CLASSEN BLVD
NORMAN, OK 73071

Customer: Broken Arrow, City of - OK

Contact: RIGID
PO Number: 7 TAHOE PATROL

Notes: Install here, do not ship

Sales Rep	Carrier	Date Scheduled
Kevin	Best Way	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-EB2DEDE-MIDNIGHT	LEGACY WCX 54" RW/BW/RW/BW MIDNIGHT PKG	$3,029.00	7.00 ea	$ 21,203.00
2	W-CLBV2V	LTBAR-MOUNTED V2V SYNC MODULE	$218.89	7.00 ea	$ 1,532.23
3	W-STPBK101	LIGHTBAR STRAP KIT #101 BLACK	$0.00	7.00 ea	$ 0.00
4	W-C399	CENCOM CORE WCX CONTROL CENTER	$0.00	7.00 ea	$ 0.00
5	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	$0.00	7.00 ea	$ 0.00
6	W-C399SP	SCANport KIT FOR C399	$0.00	7.00 ea	$ 0.00
7	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$0.00	7.00 ea	$ 0.00
8	W-SAK70	SA-315 MT KIT 2021 CHEVY TAHOE	$0.00	7.00 ea	$ 0.00
9	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$223.40	7.00 ea	$ 1,563.80
10	W-SAK70	SA-315 MT KIT 2021 CHEVY TAHOE	$15.00	7.00 ea	$ 105.00
11	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$172.28	7.00 ea	$ 1,205.96
12	W-CEXAMP	WeCanX EXTERNAL AMPLIFIER	$221.84	7.00 ea	$ 1,552.88
13	P-P1000T21AOSB	Single Compartment, Pro-Cell, 1/2" Partition, w/ Passenger Side Only Outboard Seat Belts	$2,590.95	7.00 ea	$ 18,136.65
14	W-TLI2DX	ION T-SERIES LINEAR DUO RW SMK	$124.49	14.00 ea	$ 1,742.86
15	W-TLI2EX	ION T-SERIES LINEAR DUO BW SMK	$124.49	14.00 ea	$ 1,742.86
16	W-TCRWX5-DEDED	WeCanX TRACER 5-LAMP HOUSING RBRBR WITH WHITE OVERRIDE	$692.07	14.00 ea	$ 9,688.98
17	W-TCRB54A	TRACER MTG KIT 2021 TAHOE OVER	$0.00	14.00 ea	$ 0.00
18	W-NP6BB	NANO-6 PIONEER BAIL MT 12V BLK	$188.21	14.00 ea	$ 2,634.94
19	W-CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	$556.96	7.00 ea	$ 3,898.72
20	W-HWLRB32	REPLACE HOWLER BKT 21 TAHOE	$0.00	7.00 ea	$ 0.00
21	W-PSJ02FCR	STRIP-LITE+ DUO FLASHR RED/BLU REAR BUMPER FACE MOUNT	$128.62	14.00 ea	$ 1,800.68

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62036	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
22	W-RPWS54	ION REAR PILLAR WC SOLO TAHOE 2021 SMOKED	$1,073.21	7.00 ea	$ 7,512.47
23	W-60CREGCS	12V WHT/RED 6" COMPARTMENT LT REAR HATCH	$152.22	7.00 ea	$ 1,065.54
24	H-C-VS-1012-TAH-1	9" Wide Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle FACEPLATES EB30-HXL-1P, EB40-CCS-1P, FP-3, FP-5	$554.76	7.00 ea	$ 3,883.32
25	H-C-AP-0325-1	3" Accessory Pocket, 2.5" Deep	$36.57	7.00 ea	$ 255.99
26	H-CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	$46.23	7.00 ea	$ 323.61
27	H-C-LP2-USB-BL2	Console Accessory Bracket Kit with 2 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 2 Blanks for Rectangular Accessories	$111.09	7.00 ea	$ 777.63
28	H-C-ARM-103	Armrest for top mount, console, large pad	$134.55	7.00 ea	$ 941.85
29	H-CG-X	Chargeguard-select	$76.59	7.00 ea	$ 536.13
30	H-C-HDM-204	8.5" Heavy-Duty Telescoping Pole, side mount, short handle	$163.53	7.00 ea	$ 1,144.71
31	H-C-MD-119	Swing arm with motion adapter	$261.51	7.00 ea	$ 1,830.57
32	H-DS-DELL-432N	Docking Station for Dell Pro Rugged 14 & 13, 5430, 7330, 5420, 5424, & 7424 Notebooks with Advanced Port Replication & Havis Power Supply	$983.25	7.00 ea	$ 6,882.75
33	Shipping and Handling	Shipping and Handling	$1,992.68	1.00 ea	$ 1,992.68
34	S-GK0068E	Single T-Rail Mount, 1082E Blac-Rac, Trigger Guard and Receiver, ***NEW COLD WIRE TECHNOLOGY INCLUDED***, SOLD SEPARATELY, Momentary Switch, Required if NOT wiring into Smart Siren Controller	$592.71	7.00 ea	$ 4,148.97
35	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	$39.95	7.00 ea	$ 279.65

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62036	10/27/2025

Subtotal:	**$98,384.43**
Sales Tax:	**$0.00**
Total:	**$98,384.43**
Paid:	**$0.00**
Balance Due:	**$98,384.43**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62660	10/27/2025

Bill To:
Broken Arrow, City of - OK Broken Arrow, City of Accounts Payable P.O. Box 610 Broken Arrow, OK 74013

Ship To:
Broken Arrow, City of - OK RIGID Brandon Tener 2720 CLASSEN BLVD NORMAN, OK 73071

Customer: Broken Arrow, City of - OK

Contact: RIGID
PO Number: CAPTAIN TAHOE

Notes: Install here, do not ship

Sales Rep	Carrier	Date Scheduled
Kevin	Best Way	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-BW54UFX	WCX DUO IE 12-LT 2021 TAHOE DUO RED DUO BLUE	$1,599.00	1.00 ea	$ 1,599.00
2	W-BS54Z-DUORB	I-E RST WCX 10-LT S/D 21 TAHOE DUO RED DUO BLUE	$1,599.00	1.00 ea	$ 1,599.00
3	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE	$218.89	1.00 ea	$ 218.89
4	W-C399	CENCOM CORE WCX CONTROL CENTER	$0.00	1.00 ea	$ 0.00
5	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	$0.00	1.00 ea	$ 0.00
6	W-C399SP	SCANport KIT FOR C399	$0.00	1.00 ea	$ 0.00
7	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$0.00	1.00 ea	$ 0.00
8	W-SAK70	SA-315 MT KIT 2021 CHEVY TAHOE	$0.00	1.00 ea	$ 0.00
9	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$223.40	1.00 ea	$ 223.40
10	W-SAK70	SA-315 MT KIT 2021 CHEVY TAHOE	$15.00	1.00 ea	$ 15.00
11	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$172.28	1.00 ea	$ 172.28
12	W-CEXAMP	WeCanX EXTERNAL AMPLIFIER	$221.84	1.00 ea	$ 221.84
13	W-IONBKT10	ION GRILLE MT 2025 TAHOE PAIR	$23.60	2.00 ea	$ 47.20
14	W-XI2J	DUO LINEAR ION RED/BLU SMK BLK	$129.21	4.00 ea	$ 516.84
15	W-TSS0JX	T-SERIES SURFACEMT DUO R-B/SMK	$124.49	2.00 ea	$ 248.98
16	W-MPBB	MICRO PIONEER BAIL MT 12V BLK	$311.52	2.00 ea	$ 623.04
17	W-TCRWX5-DEDED	WeCanX TRACER 5-LAMP HOUSING RBRBR WITH WHITE OVERRIDE	$692.07	2.00 ea	$ 1,384.14
18	W-TCRB54A	TRACER MTG KIT 2021 TAHOE OVER	$0.00	2.00 ea	$ 0.00
19	W-CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	$556.96	1.00 ea	$ 556.96
20	W-HWLRB32	REPLACE HOWLER BKT 21 TAHOE	$0.00	1.00 ea	$ 0.00

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62660	10/27/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
21	W-RPWS54	ION REAR PILLAR WC SOLO TAHOE 2021 SMOKED	$1,073.21	1.00 ea	$ 1,073.21
22	W-60CREGCS	12V WHT/RED 6" COMPARTMENT LT REAR HATCH	$152.22	1.00 ea	$ 152.22
23	H-C-VSX-1800-TAH-PM-1	Vehicle-Specific 18" VSX Wide Console With Front Printer Mount For 2025 Chevrolet Tahoe PPV & SSV FACEPLATES EB30-HXL-1P, EB40-CCS-1P, FP-3, FP-5	$846.63	1.00 ea	$ 846.63
24	H-C-ARM-113	Internal Mount Armrest with Accessory Pocket	$263.58	1.00 ea	$ 263.58
25	H-C-AP-0325-1	3" Accessory Pocket, 2.5" Deep	$36.57	1.00 ea	$ 36.57
26	H-CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	$46.23	1.00 ea	$ 46.23
27	H-C-LP2-USB-BL2	Console Accessory Bracket Kit with 2 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 2 Blanks for Rectangular Accessories	$111.09	1.00 ea	$ 111.09
28	H-CG-X	Chargeguard-select	$76.59	1.00 ea	$ 76.59
29	H-C-HDM-224	8.5? Heavy-Duty Telescoping Pole Kit For Wide VSX Console With Front Printer Mount For 2021-2024 Chevrolet Tahoe PPV & SSV	$133.17	1.00 ea	$ 133.17
30	H-C-MD-119	Swing arm with motion adapter	$261.51	1.00 ea	$ 261.51
31	H-DS-DELL-432N	Docking Station for Dell Pro Rugged 14 & 13, 5430, 7330, 5420, 5424, & 7424 Notebooks with Advanced Port Replication & Havis Power Supply	$983.25	1.00 ea	$ 983.25
32	Shipping and Handling	Shipping and Handling	$175.00	1.00 ea	$ 175.00
33	S-GK0068E	Single T-Rail Mount, 1082E Blac-Rac, Trigger Guard and Receiver, ***NEW COLD WIRE TECHNOLOGY INCLUDED***, SOLD SEPARATELY, Momentary Switch, Required if NOT wiring into Smart Siren Controller	$592.71	1.00 ea	$ 592.71
34	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	$39.95	1.00 ea	$ 39.95
35	W-U180JCX	U-SERIES TRIO R-B-W/SMOKE	$202.37	2.00 ea	$ 404.74
36	W-U18054	Chevrolet Tahoe 2021+, Under-the-Side View Mirror Mount for Two U-Seriesâ„¢ Lightheads, Sold Separately, Pair	$20.65	1.00 ea	$ 20.65
37	W-AVW21RB	DUAL AVENGER II SOLO RED/BLU	$263.73	2.00 ea	$ 527.46

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62660	10/27/2025

Subtotal:	**$13,171.13**
Sales Tax:	**$0.00**
Total:	**$13,171.13**
Paid:	**$0.00**
Balance Due:	**$13,171.13**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

City of Broken Arrow

Request for Action

File #: 25-1619, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:

Approval of and authorization to execute Resolution No. 1722, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0, consisting of 12,579 square feet of permanent Right-of-Way generally located at the northeast corner of the intersection of 37th Street and East Omaha Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Marcain Properties, LLC, an Oklahoma limited liability company and authorization of payment in the amount of $23,200.00 for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 1.0 (Project No. ST21390)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Marcain Properties, LLC, an Oklahoma limited liability company, the owner. Parcel 1.0 consists of 12,579 square feet of permanent Right-of-Way Way generally located at the northeast corner of the intersection of 37th Street and East Omaha Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma. Marcain Properties, LLC, an Oklahoma limited liability company has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 0.29 Acres @ $80,000/Acre = $23,200
Total Just Compensation Amount (Rounded) = $23,200.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the November 17, 2025 City Council Claims List.

Cost: $23,200.00

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Resolution No. 1722
General Warranty Deed
Acceptance Letter
Conditions for Payment
Affidavit

Recommendation:
Approve and authorize execution of Resolution No. 1722

August 14, 2025

Marcain Properties, LLC
21021 E 51ST ST S
Broken Arrow, OK 74014

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 1.0 REVISED OFFER LETTER

Mr. Marti,

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 0.29 Acres @ $80,000/Acre = $23,200
Total Just Compensation Amount (Rounded) = $23,200.00

By your signature on this letter, you have accepted the City's offer of $23,200.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao
enc

By: Thomas J. Marti, Managing Member

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: _____
Thomas J. Marti, Managing Member

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of October, 2025, personally appeared Thomas J. Marti, Managing Member of Marcain Properties, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the 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 written above.

SANDY MCDANIEL
Notary Public - State of Oklahoma
Commission Number 04007720
My Commission Expires Aug 25, 2028

_____
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $23,200.00

Owner's Mailing Address: 2530 N Elm Pl Broken Arrow OK 74012

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: MARCAIN PROPERTIES, LLC

Signature/Date:

Owner/s: _____ Date: 10/27/25

Thomas J. Marti, Managing Member

Agent: _____ Date: _____

Project: ST21390 37th Street Roadway Widening ~ Omaha St to Dearborn St Parcel 1.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 6th day of October, 2025, between MARCAIN PROPERTIES, LLC, an Oklahoma limited liability company, who acquired title as MARCAIN PROPERTIES, LLC, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the following described real estate situated in the County of WAGONER, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Marcain Properties, LLC, an Oklahoma limited liability company

By: _____
Thomas J. Marti, Managing Member

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of October, 2025, personally appeared Thomas J. Marti, Managing Member of Marcain Properties, LLC, an Oklahoma limited liability company to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he (she) executed the same as his (her) 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 written above.

SANDY MCDANIEL
Notary Public - State of Oklahoma
Commission Number 04007720
My Commission Expires Aug 25, 2028

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 11/12/25
ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 1.0

EXHIBIT A

PERMANENT RIGHT OF WAY
PARCEL NO. 1.0

LEGAL DESCRIPTION

A part of Lot 6, Block 5, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows:
Beginning at the southwest corner of said Lot 6,
thence North 01 degrees 18 minutes 27 seconds West a distance of 306.04 feet to the grantor's north property line;
thence along said north property line
North 88 degrees 38 minutes 41 seconds East a distance of 40.00 feet;
thence leaving said north property line
South 01 degrees 18 minutes 27 seconds East a distance of 281.04 feet;
thence South 46 degrees 19 minutes 47 seconds East a distance of 35.34 feet to the grantor's south property line;
thence along said south property line
South 88 degrees 38 minutes 52 seconds West a distance of 65.00 feet to the POINT OF BEGINNING (P.O.B.), containing 12,579 square feet, or 0.29 acres.

Bearings based on the Oklahoma State Plane Grid North Zone

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

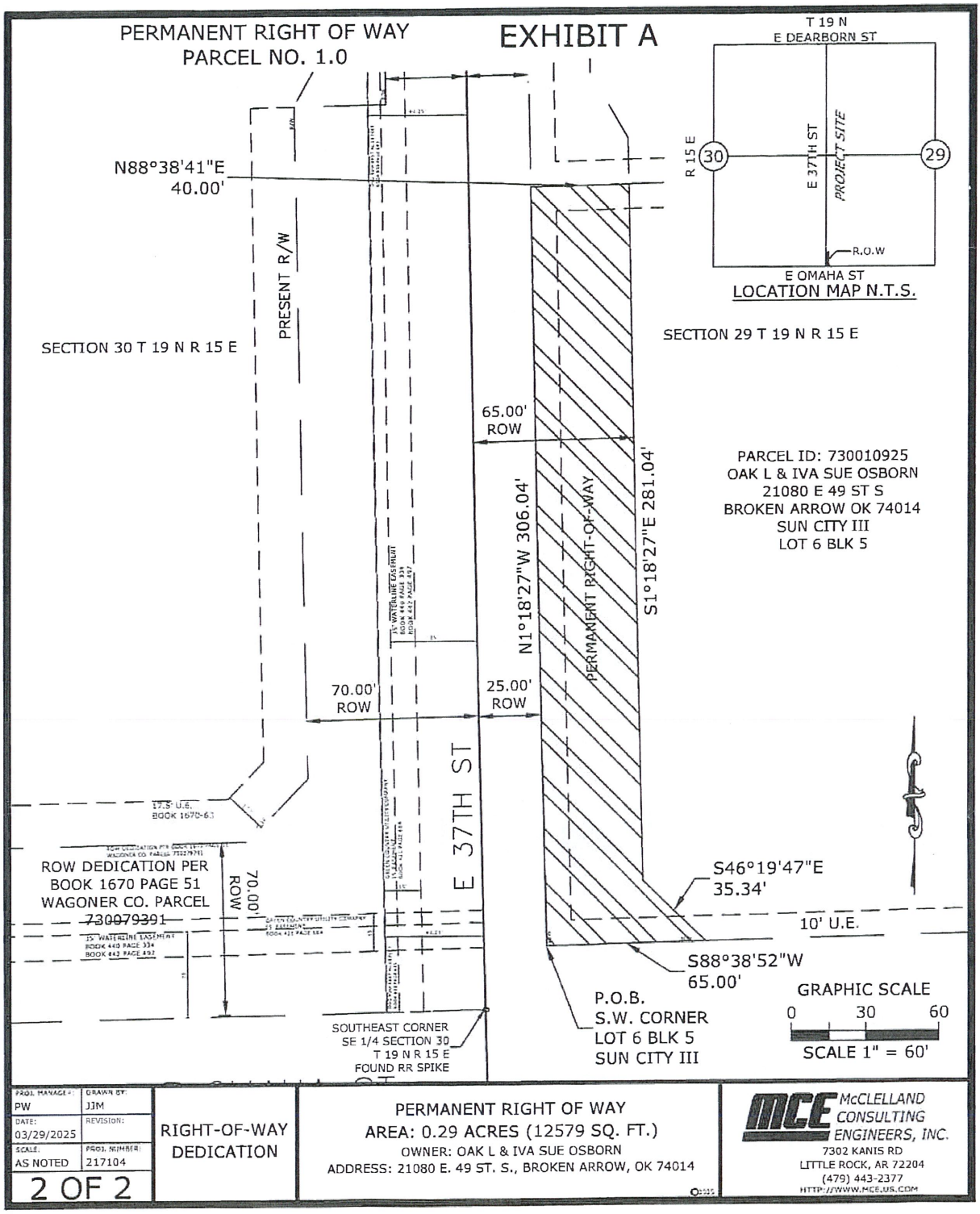
Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

PROJ. MANAGER	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/29/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104
1 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.29 ACRES (12579 SQ. FT.)
OWNER: OAK L & IVA SUE OSBORN
ADDRESS: 21080 E. 49 ST. S., BROKEN ARROW, OK 74014

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
2 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.29 ACRES (12579 SQ. FT.)
OWNER: OAK L & IVA SUE OSBORN
ADDRESS: 21080 E. 49 ST. S., BROKEN ARROW, OK 74014

McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

RESOLUTION NO. 1722

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM MARCAIN PROPERTIES, LLC, FOR PARCEL 1.0, WHICH CONSISTS OF 12,579 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, GENERALLY LOCATED AT THENORTHEAST CORNER OF THE INTERSECTION OF 37TH STREET AND EAST OMAHA STREET IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $23,200.00 to Marcain Properties, LLC, the property owner of Parcel 1.0, which consists of 12,579 square feet of Permanent Right of Way in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 1.0 from Marcain Properties, LLC.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 17th day of November, 2025.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1589, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:

Approval of a modification to Section 4.1(t), IOS Land Company, 40 acres, IL (Industrial Light)/PUD (Planned Unit Development) 001521-2024, north of Houston Street (81st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:
This request is for a modification to Section 4.1(t) of the Land Subdivision Code for IOS Land Company, located north of Houston Street (81st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road). This property is currently in the process of being platted and is zoned IL (Industrial Light)/PUD-001521 -2024.

IOS Land Company is proposing Right-of-Way through their property that will eventually connect to the property to the north, which is zoned IL (Industrial Light)/PUD-289. This thru street will facilitate industrial traffic flow to Houston Street from both properties. IOS Land Company proposes to end their half of the street in a cul-de-sac until such time as the entire street can connect through.

Section 4.1(t) of the Land Subdivision Code limits the lengths of streets ending in a cul-de-sac to 550' unless the Planning Commission grants permission for a longer street. The length of the street needed to reach the property to the north is 1215'.

This item was heard by Planning Commission on November 6, 2025, and the Planning Commission recommended approval (3-1) of this modification per Staff recommendation. No citizens spoke in favor or opposition of this item.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Exhibit

Recommendation:
Approve the modification to Section 4.1(t) of the Land Subdivision Code for IOS Land Company per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-1568, **Version:** 1

Broken Arrow Planning Commission
11-06-2025

To: **Chairman and Commission Members**
From: **Community Development Department**
Title:

Approval of a modification to Section 4.1(t) of the Land Subdivision Code for IOS Land Company, approximately 40 acres, IL (Industrial Light)/PUD (Planned Unit Development) 001521-2024, north of Houston Street (81st Street), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:

This request is for a modification to Section 4.1(t) of the Land Subdivision Code for IOS Land Company, located north of Houston Street (81st Street), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road). This property is currently in the process of being platted and is zoned IL (Industrial Light)/PUD-001521 -2025.

IOS Land Company is proposing Right-of-Way through their property that will eventually connect to the property to the north, which is zoned IL (Industrial Light)/PUD-289. This thru street will facilitate industrial traffic flow to Houston Street from both properties. IOS Land Company proposes to end their half of the street in a cul-de-sac until such time as the entire street can connect through.

Section 4.1(t) of the Land Subdivision Code limits the lengths of streets ending in a cul-de-sac to 550’ unless the Planning Commission grants permission for a longer street. The length of the street needed to reach the property to the north is 1215’.

On behalf of the property owner, city staff request a modification to Section 4.1(t) of the Land Subdivision Code to increase the maximum cul-de-sac length from 550’ to 1215’ for this property.

Attachments: Exhibit

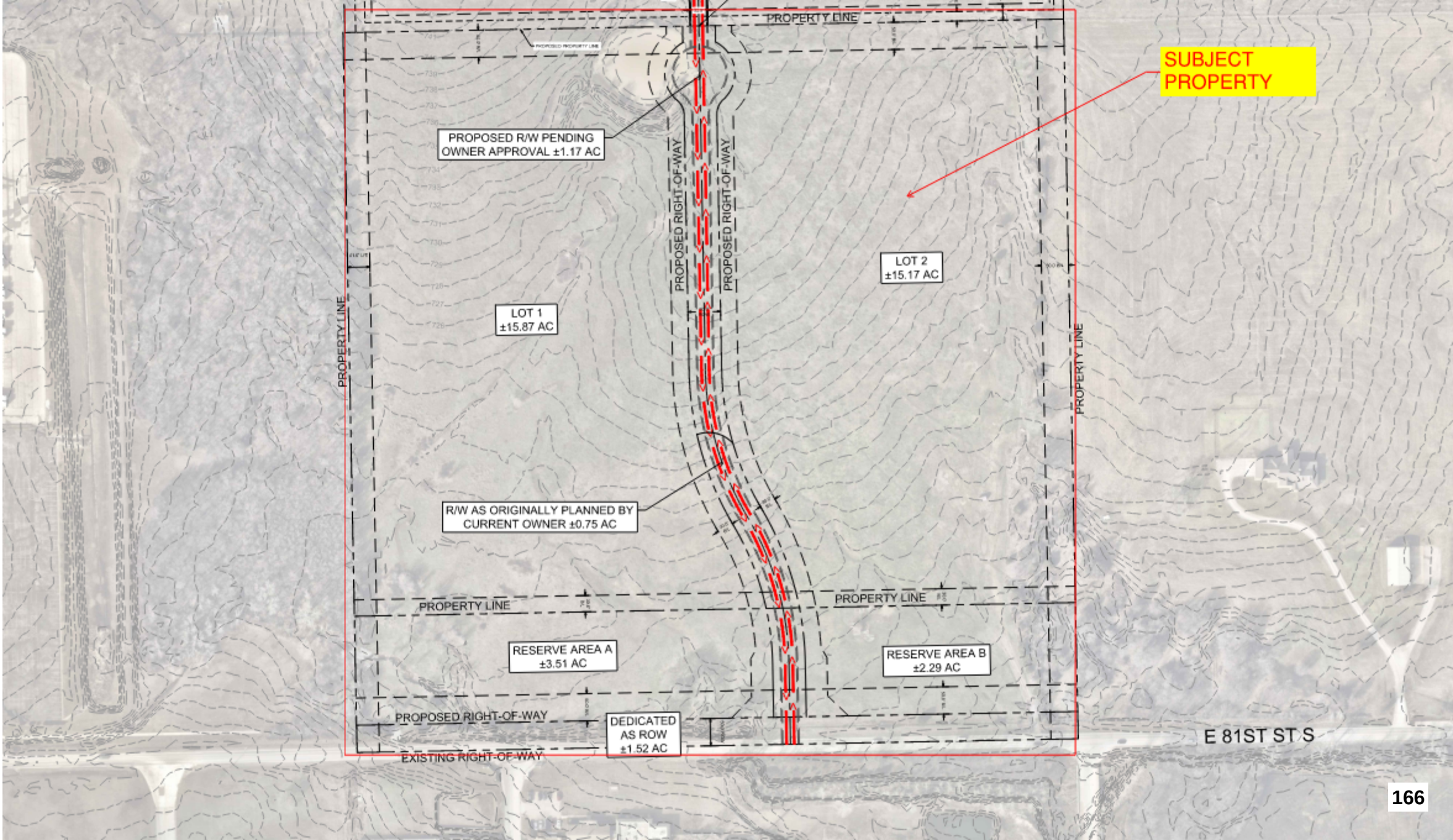
Recommendation:

Staff recommends the modification to Section 4.1(t) of the Subdivision Regulations be approved for IOS Land Company.

Reviewed by: **Jane Wyrick**

Approved by: **Rocky Henkel**

MEH


SUBJECT PROPERTY
PROPERTY LINE
PROPOSED R/W PENDING OWNER APPROVAL ±1.17 AC
PROPOSED RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
LOT 2 ±15.17 AC
LOT 1 ±15.87 AC
PROPERTY LINE
PROPERTY LINE
R/W AS ORIGINALLY PLANNED BY CURRENT OWNER ±0.75 AC
PROPERTY LINE
PROPERTY LINE
RESERVE AREA A ±3.51 AC
RESERVE AREA B ±2.29 AC
PROPOSED RIGHT-OF-WAY
DEDICATED AS ROW ±1.52 AC
EXISTING RIGHT-OF-WAY
E 81ST ST S

City of Broken Arrow

Request for Action

File #: 25-1610, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of PUD-002265-2025, major amendment to PUD-193, 17.14 acres, IL (Industry Light) and PUD-193, located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue)

Background:
PUD-002265-2025 is a major amendment to PUD-193. The property is located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue). This property currently operates as a mini-storage facility.

PUD-002265-2025 proposes to amend the allowed use types for the eastern portion of PUD-193. This amendment would remove the exclusion for outdoor storage and include it as allowed use. The Allowed Uses Table within the Broken Arrow Zoning Ordinance designates Storage Yard as a permitted use within the IL zone. All other provisions of PUD-193 shall remain in effect as previously approved.

This amendment would only make changes to the subject property and not to any other parcels associated with PUD-193.

This PUD amendment was heard and discussed by Planning Commission on November 6, 2025. No comments were received, and no members of the public spoke on the item. Planning Commission recommended approval in a 5-0 vote.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial Map
PUD-002265-2025 Design Statement

Recommendation:
Approve PUD-002265-2025 per Planning Commission and Staff recommendation.

Broken Arrow Planning Commission
11-06-2025

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	
..title	
	Public hearing, consideration, and possible action regarding PUD-002465-2025, major amendment to PUD-193, 17.14 acres, IL (Industry Light) and PUD-193, located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue)
..End	

Background:

Applicant:	Justin DeBruin, Wallace Design Collective
Owner:	Karl Graham, Luminus Capital
Developer:	NA
Engineer:	Wallace Design Collective
Location:	Located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue)
Size of Tract	17.14 acres
Present Zoning:	IL (Industry Light) and PUD-193
Proposed Zoning:	IL (Industry Light) and PUD-002465-2025
Comp Plan:	Level 6 (Regional Employment/Commercial)

PUD-002465-2025 is a major amendment to PUD-193. The property is located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue).

PUD-002465-2025 proposes to amend the allowed use types for the eastern portion of PUD-193. This amendment would remove the exclusion for outdoor storage and include it as an allowed use. The Allowed Uses Table within the Broken Arrow Zoning Ordinance designates Storage Yard as a permitted use within the IL zone. All other provisions of PUD-193 shall remain in effect as previously approved.

According to FEMA maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

Attachments:
Case Map
Aerial Map
Design Statement and Exhibits

Recommendation:
Based upon the location of the property, and the surrounding land uses, Staff recommends that PUD-002465-2025 be approved.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ

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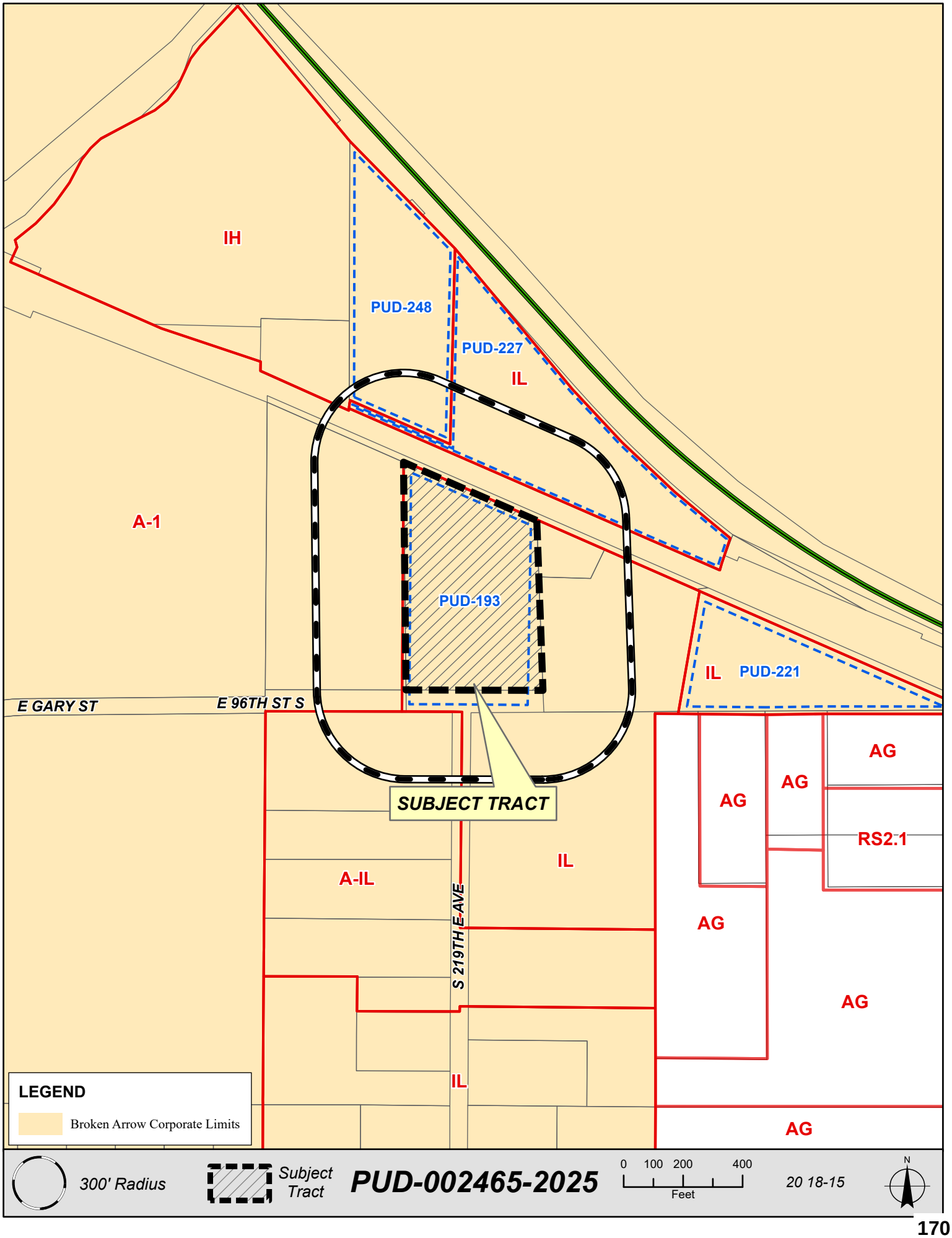

IH
PUD-248
PUD-227
IL
A-1
PUD-193
IL
PUD-221
E GARY ST
E 96TH ST S
SUBJECT TRACT
AG
AG
AG
RS2.1
IL
A-IL
S 219TH E AVE
AG
AG
IL
AG
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
PUD-002465-2025
0 100 200 400
Feet
20 18-15
N

Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2023

Subject Tract

PUD-002465-2025

0 100 200 400
Feet

20 18-15

N

Coach Port

PUD Major Amendment

PUD-002465-2025

21801 E. 96th St. S.
Broken Arrow, OK 74133

PUD-193

September 29, 2025

Submitted to:

The City of Broken Arrow, Oklahoma

On Behalf of:

LUMINUS CAPITAL

1637 S. Boston Ave. Ste. 1
Tulsa, OK 74119

APPLICANT:

wallace design collective

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design

TABLE OF CONTENTS

I. Development Concept & Character..... 2
II. Landscaping and Screening.....2
III. Development Standards..... 3
IV. Detail Site Plan Review 4
V. Grading and Utility Plans.....4
VI. Access and Circulation.....4
VII. Exterior Site Lighting 4
VIII. Scheduled Development 4
IX. Legal Description.....4
X. Exhibits..... 5

a. Exhibit A – Conceptual Site Improvement Plan
b. Exhibit B – Conceptual Drainage Plan
c. Exhibit C – Conceptual Site Utility Plan
d. Exhibit D – Adjacent Land Use
e. Exhibit E – Zoning Map
f. Exhibit A-2 – Conceptual Site Plan (updated)

I. DEVELOPMENT CONCEPT AND CHARACTER

Coach Port is a proposed development for a travel trailer storage facility submitted as a Planned Unit Development (PUD) pursuant to the provisions of the Broken Arrow Zoning Code. The site is an approximately 17.14-acre parcel of land located immediately west of Venture 777 property. It is bounded on the east by Venture 777, and on the South by East 96th Street. On the west the development is bounded by vacant land and on the north by the MKT railroad. The site has approximately 352.8' of street frontage along E. 9th St.

The proposed development will consist of 147 storage units contained in 13 buildings. A Conceptual Development Plan for the project is shown on Exhibit "A".

This development will consist of approximately 91,375 square feet of storage area. The building exterior will consist of metal construction, unless modified by the Planning Commission. The exterior elevations of the buildings will be submitted to the city when design is available.

In order to screen the facility from the highway, we are proposing an 8' wood privacy fence along the northern boundary. Site lighting will be provided in accordance with the requirements of the City of Broken Arrow.

The subject PUD Major Amendment is intended to eliminate the restriction upon outdoor storage of materials or vehicles for Block 1, Lot 1 Coach Port Addition. This platted lot represents the eastern 7.18 acres as depicted in PUD 193. Exhibit A, Conceptual Site Improvement Plan, shows four proposed indoor storage facilities; However, the new Conceptual Site Plan (Exhibit A-2), removes these four proposed facilities and replaces the space with outdoor, gravel storage spaces.

Per Table 3.1-1, Table of Allowed Uses, outdoor storage / storage yard is an allowed use in the IL district, the subject underlying zoning. As the subject lot is internal to the PUD boundary, adjacent land is currently zoned IL, with the Union Pacific Railroad being a boundary on the north side of the property.

II. LANDSCAPING AND SCREENING

The Coach Port landscaping plan will be designed to enhance the East 96th Street frontage, and to create an attractive view from State Highway 51. The planting theme will highlight the site entries and buildings, and will utilize plan selections indigenous to North East Oklahoma that are durable and require low maintenance. All landscaping shall be provided in accordance with the Zoning Ordinance except as noted herein. Any landscape material that fails shall be replaced in accordance with Chapter 5, Section 5.3, of the Zoning Ordinance.

In order to screen the facility from the highway, we are proposing an 8' tall wood privacy fence along the northern boundary. In addition, an 8' high opaque fence will be installed along the east boundary. The buildings can be used as part of the screening along the east boundary with the fence located between the buildings.

A 20' wide landscape area shall be provided along the east boundary. In this area, at least one evergreen tree shall be planted per 50 lineal feet.

The frontage along East 96th Street will have a ten (10') foot wide landscaped edge between the parking and the street right-of-way. The landscape area will be planted with trees and shrubs that meet or exceed the requirements of the Broken Arrow Zoning Code. In addition, at least one tree per 50 lineal feet of landscaped edge shall be installed in this area, and at least one half of the trees shall be evergreen. The minimum landscaping provided will be 10%.

All trees will be selected from the approved tree list contained in the Broken Arrow Zoning Code; trees required by code will be planted at a minimum size of 2" caliper. Shrubs required by code will be planted with a minimum 3-gallon container size. All landscape areas will be irrigated with an underground sprinkler system, and maintained per requirements of the Broken Arrow Zoning Code.

III. DEVELOPMENT STANDARDS

This PUD shall be governed by the use and development regulations of the IL District of the Broken Arrow Zoning Ordinance except as follows:

Permitted Uses	Travel Trailer or Recreational Vehicle Indoor Storage Facility
Permitted Uses (Amended)	Outdoor storage
Zoning Classification	IL / PUD
Net Development Area	17.14 Acres (746,618.4 sf)
Net Development Area (subject amendment)	7.18 Acres (312,760.8 sf)
Minimum Lot Area	0.28 Acres (12,000 sf)
Maximum Floor Area Ratio Per Lot	0.50
Minimum Lot Frontage	50' (along public street)
Minimum Building Setback:	
From ROW line of E. 96th St.	50'
East & West boundary of PUD	20'
From ROW line of KKT Railroad	30'
Internal Lot Line	10'
Minimum Distance between buildings	30'
Maximum Building Height	50'
Free Standing Signage	*
Parking Ratio	1 space per 50 vehicles stored

*All signs shall comply with City of Broken Arrow Zoning Ordinance.

There shall be no outdoor storage of materials or vehicles, aside from Block 1, Lot 1 Coach Port – PUD 193 Addition.

IV. DETAIL SITE PLAN REVIEW

A Detailed Site Plan shall be submitted to and approved by the City of Broken Arrow prior to the issuance of a Building Permit. The applicant shall submit the Site Plan to the City and supply all information required. All trash dumpsters shall be screened in accordance with the Zoning Ordinance.

V. GRADING & UTILITY PLANS

A Site Grading & Utility Plan will be submitted to the City of Broken Arrow for approval. The Conceptual Drainage Plan is shown on Exhibit B. The storm water from various on-site drainage areas will be conveyed downstream toward a detention pond to be constructed on site.

The Conceptual Site Utility Plan is shown on Exhibit C. All utilities are available to serve this development. Drainage and Utility plans will be prepared in accordance with the City of Broken Arrow Engineering requirements.

VI. ACCESS AND CIRCULATION

Ingress and egress to Coach Port will be from East 96th Street. The minimum separation distance between driveway centerlines is 250'.

VII. EXTERIOR SITE LIGHTING

All exterior site lighting shall be in strict accordance with the City of Broken Arrow requirements.

VIII. SCHEDULED DEVELOPMENT

Upon approval of the building permit by the City of Broken Arrow, the developer will commence construction of Phase I. Specific timing of Phase II will be determined by market-driven sales.

IX. LEGAL DESCRIPTION

A tract of land in the Southwest quarter of the Northeast quarter (SW/4 NE/4) of Section Twenty (20), Township eighteen (18) north, Range fifteen (15) east of the Indian Base & Meridian, Wagoner County, State of Oklahoma, according to the U.S. government survey thereof, being more particularly described as follows to wit:

Beginning at the Southwest corner of said NE/4; thence N00°07’45” W along the Westerly line thereof a distance of 1036.64 feet to a point on the Southerly right-of-way line of the MK&T Railroad; thence S67°02’44” E along said line a distance of 986.82 feet to the Northwest corner of Venture 777, an addition in Wagoner County, State of Oklahoma according to the recorded plat thereof; thence S00°07’45” E along the West line of said Venture 777 a distance of 577.79 feet to the Southwesterly corner thereof; thence N89°56’10” W a distance of 277.83 feet; thence S00°08’41” E a distance of 75.00 feet; to a point on the Southerly line of said SW/4 NE/4; thence N89°56’10” W along said line a distance of 630.00 feet to the point of beginning.

The subject PUD Amendment is limited to the following:

Block 1, Lot 1 Coach Port Addition.

X. EXHIBITS

EXHIBIT A – CONCEPTUAL SITE IMPROVEMENT PLAN

EXHIBIT B – CONCEPTUAL DRAINAGE PLAN

EXHIBIT C – CONCEPTUAL SITE UTILITY PLAN

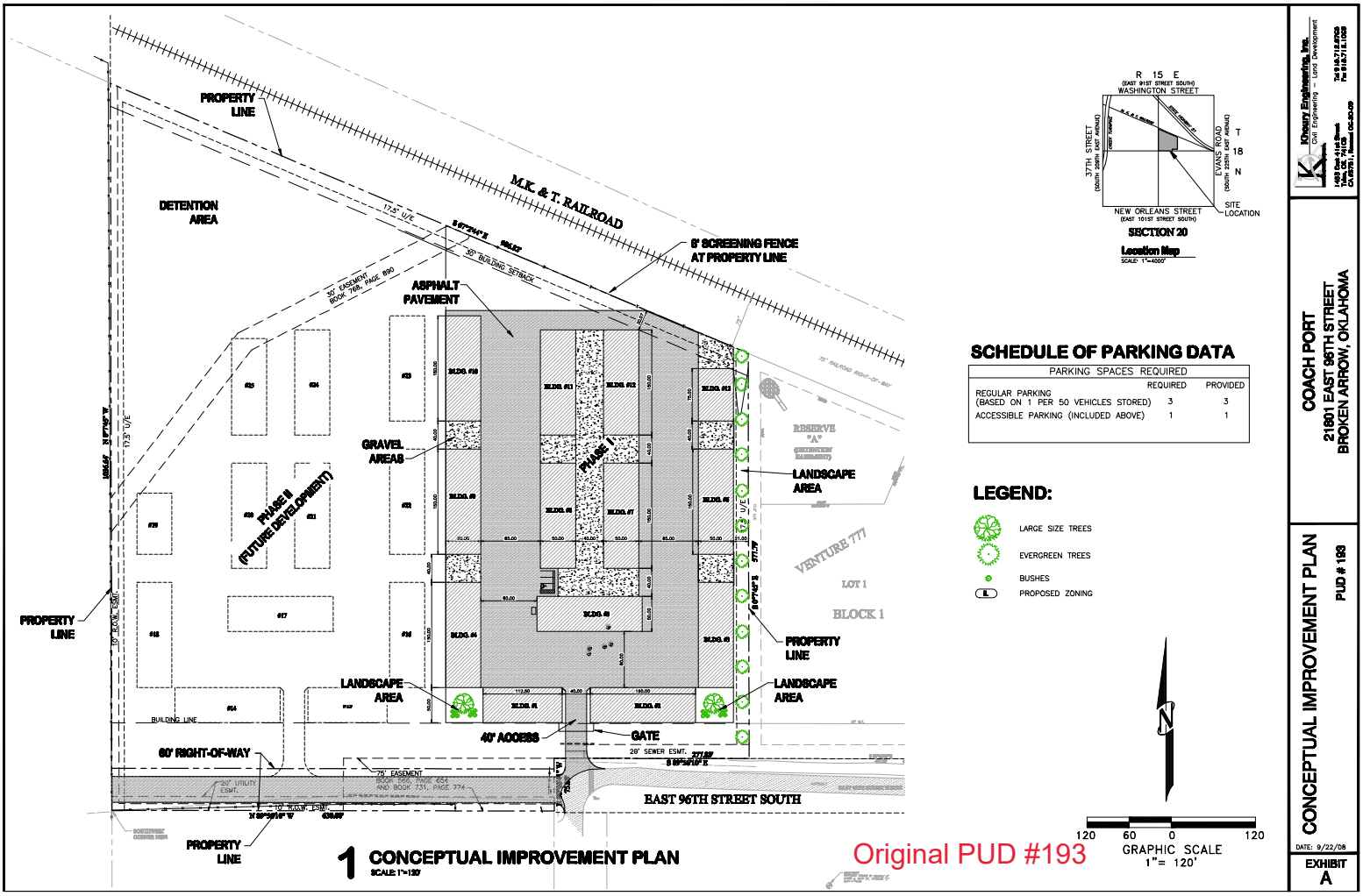
EXHIBIT D – ADJACENT LAND USE

EXHIBIT E –ZONING MAP

EXHIBIT A-2 – CONCEPTUAL SITE PLAN (UPDATED)

EXHIBIT A

CONCEPTUAL SITE IMPROVEMENT PLAN



1 CONCEPTUAL IMPROVEMENT PLAN
SCALE: 1"=120'

Original PUD #193

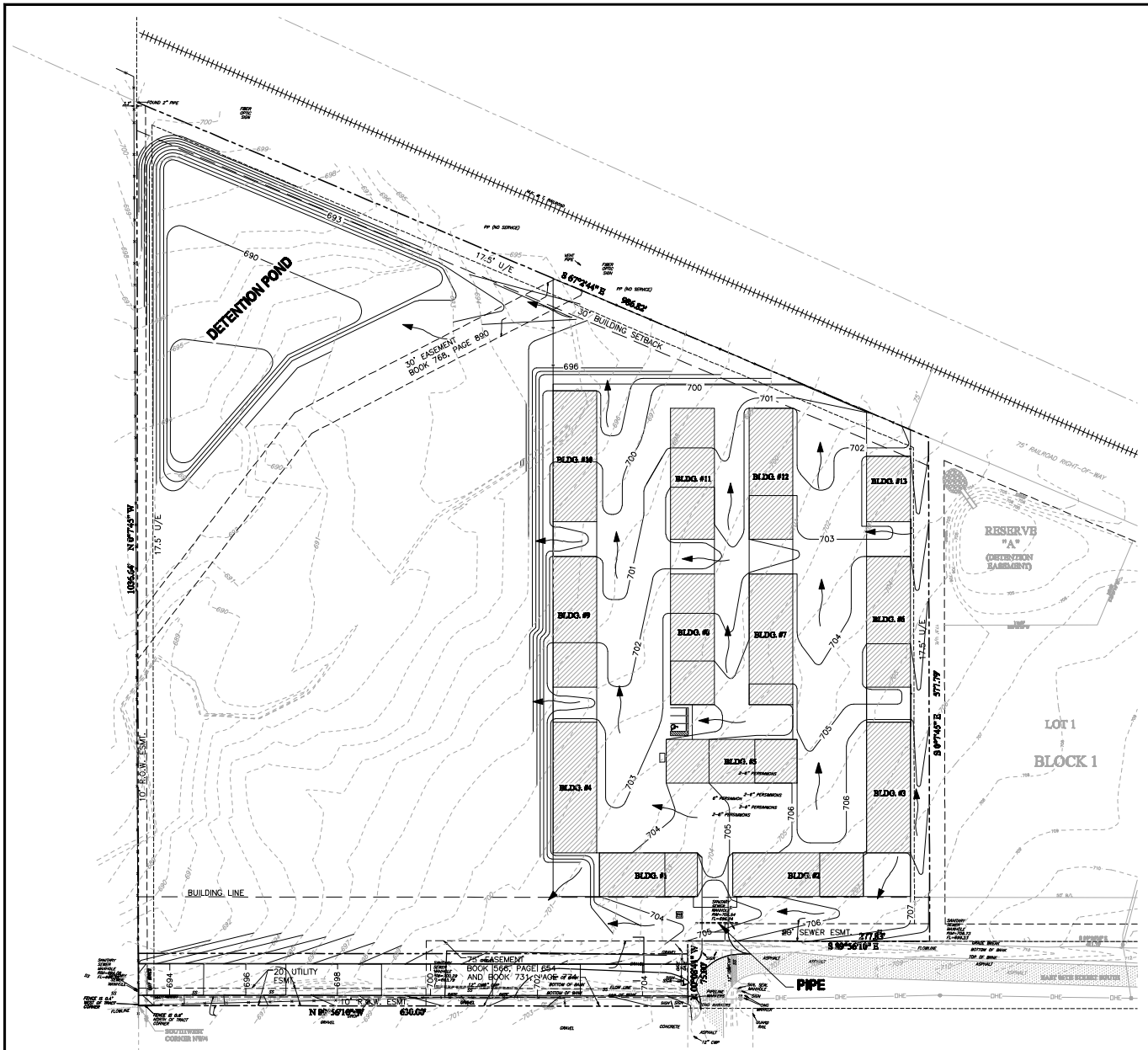
Kheyry Engineering, Inc.
Civil Engineering • Land Development
1483 East 41st Street
Tulsa, OK. 74105
CA 6870, Renewal 06-30-09
Tel 918.712.6769
Fax 918.712.1059

COACH PORT
21801 EAST 96TH STREET
BROKEN ARROW, OKLAHOMA

CONCEPTUAL IMPROVEMENT PLAN
PUD # 193
DATE: 9/22/08
EXHIBIT A

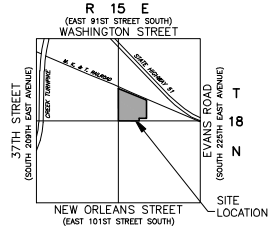
EXHIBIT B

CONCEPTUAL DRAINAGE PLAN



1 CONCEPTUAL DRAINAGE PLAN

SCALE: 1"=120'



SECTION 20

Location Map

SCALE: 1"=4000'

LEGEND:

000 PROPOSED CONTOURS

000 EXISTING CONTOURS

FLOW ARROWS

Khoury Engineering, Inc.
Civil Engineering – Land Development
1435 East 41st Street
Tulsa, OK. 74105
CA-6573, Renewal 06-30-09
Tel 918.712.5762
Fax 918.712.1063

COACH PORT
21801 EAST 96TH STREET
BROKEN ARROW, OKLAHOMA

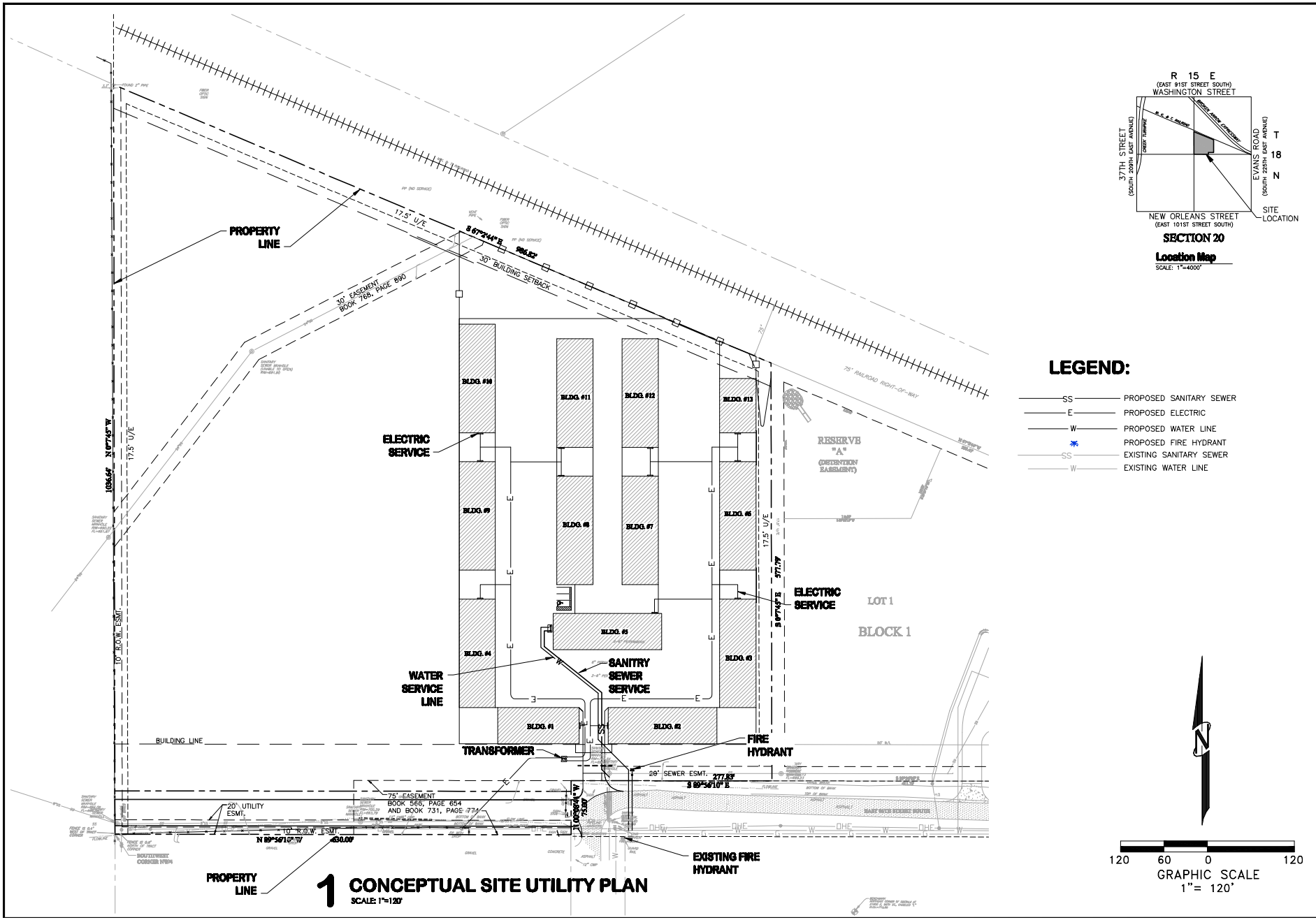
CONCEPTUAL DRAINAGE PLAN
Original PUD #193
PUD # 193

DATE: 9/22/08

EXHIBIT B

EXHIBIT C

CONCEPTUAL SITE UTILITY PLAN



1 CONCEPTUAL SITE UTILITY PLAN

SCALE: 1"=120'

SECTION 20

Location Map

SCALE: 1"=4000'

LEGEND:

- SS — PROPOSED SANITARY SEWER
- E — PROPOSED ELECTRIC
- W — PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER LINE

Khoury Engineering, Inc.
Civil Engineering — Land Development
1435 East 41st Street
Tulsa, OK. 74105
CA-4573, Renewal 06-30-09
Tel 918.712.5762
Fax 918.712.1063

COACH PORT
21801 EAST 96TH STREET
BROKEN ARROW, OKLAHOMA

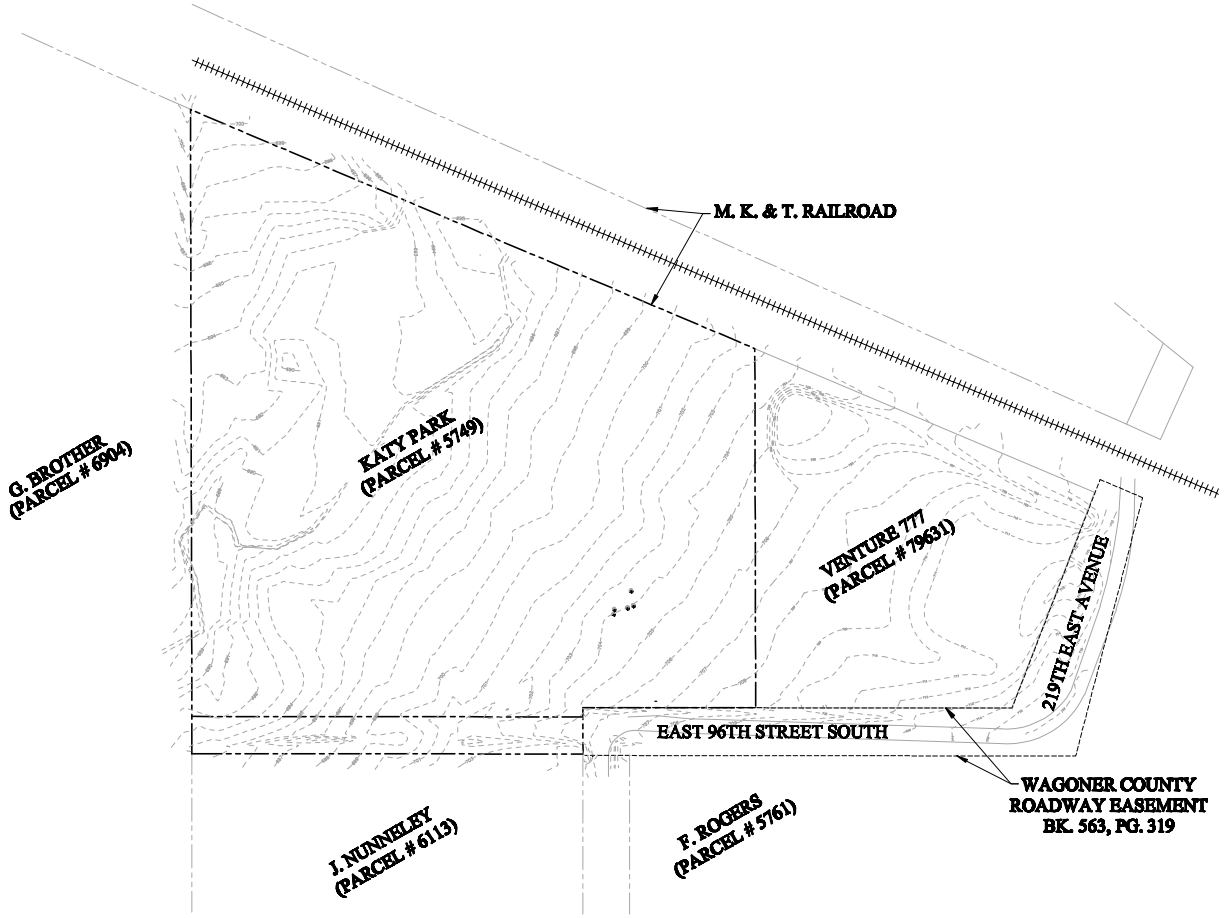
CONCEPTUAL SITE UTILITY PLAN
Original PUD #193
PUD # 193

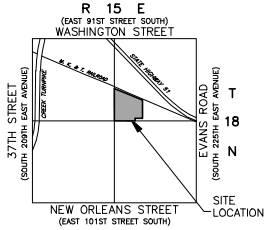
DATE: 9/22/08

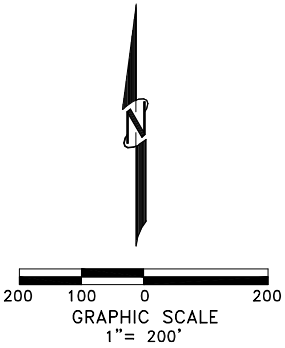
EXHIBIT C

EXHIBIT D

ADJACENT LAND USE







1 ADJACENT LAND USE
SCALE: 1"=200'

Khoury Engineering, Inc.
Civil Engineering — Land Development
1435 East 41st Street
Tulsa, OK. 74105
CA-4573, Renewal 06-30-09
Tel 918.712.5709
Fax 918.712.1089

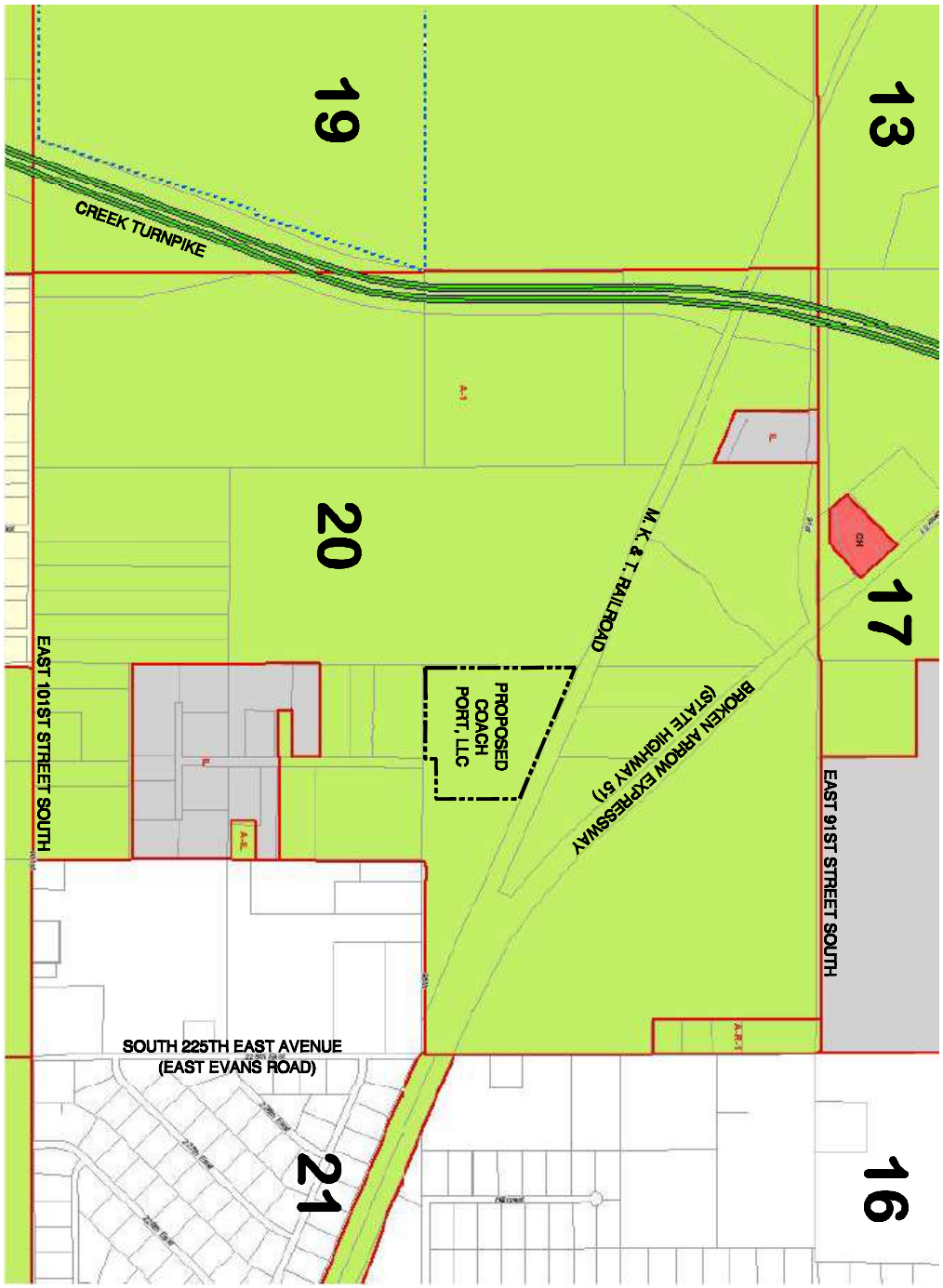
COACH PORT
21801 EAST 96TH STREET
BROKEN ARROW, OKLAHOMA

ADJACENT LAND USE
PUD # 193
Original PUD #193
DATE: 9/22/08

EXHIBIT
D

EXHIBIT E

ZONING MAP



1 ZONING MAP
SCALE: 1"=800'

800 400 0 800
GRAPHIC SCALE
1" = 800'

N

37TH STREET (SOUTH 209TH EAST AVENUE)
CREEK TURNPIKE
NEW ORLEANS STREET (EAST 101ST STREET SOUTH)
WASHINGTON STREET (EAST 91ST STREET SOUTH)
BROKEN ARROW EXPRESSWAY
SECTION 20
EVANS ROAD (SOUTH 225TH EAST AVENUE)
SITE LOCATION
R 15 E
T 18 N

Location Map
SCALE: 1"=4000'

EXHIBIT E DATE: 9/22/08	ZONING MAP - EXISTING Original PUD #193 PUD # 193	COACH PORT 21801 EAST 96TH STREET BROKEN ARROW, OKLAHOMA	Khoury Engineering, Inc. Civil Engineering – Land Development 1485 East 41st Street, Tulsa, OK 74105 CA #3751, Renewal 06-30-09 Tel 918.712.5768 Fax 918.712.1069

EXHIBIT A-2

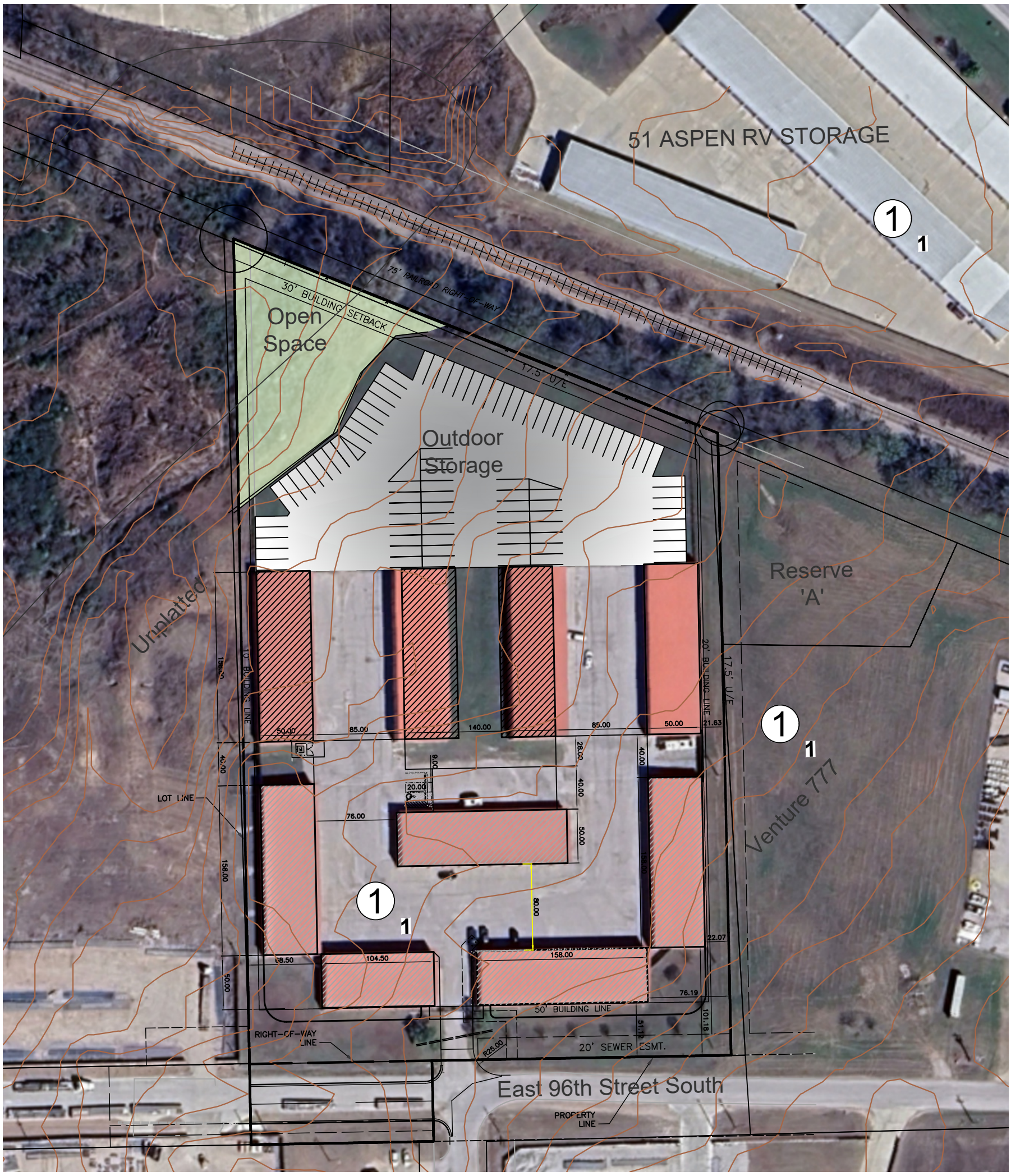
Conceptual Site Plan (Updated)

EXHIBIT 'A-2'

CONCEPTUAL SITE PLAN

CLICK STORAGE

PUD-193-A



wallace design collective

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858
oklahoma ca1460
exp: 6-30-25

Date: Sept. 29, 2025

0 50 100

1" = 100'

\\civil-server\Projects\2540449 Click Storage - Major Amendment\04 Production\01 Design Drawings\03 PUD\2540449 Exhibit A-Site Plan.dwg

City of Broken Arrow

Request for Action

File #: 25-1588, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Approval of SP-002459-2025 (Specific Use Permit), Harvest Church, 6.58 acres, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)

Background:
SP-002459-2025 is a request for a Specific Use Permit for a place of assembly. The property is located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road). This property is currently unplatted.

On June 26, 2025, Planning Commission heard a request to rezone the property from AG (Agricultural) to CG (Commercial General), which was approved by City Council on July 14, 2025. A portion of the property is intended for use as a place of worship, which is allowed in CG zoning with a specific/conditional use permit.

SP-002459-2025 was reviewed by the Planning Commission on November 6, 2025. No one signed up to speak in favor or in opposition to the request. Planning Commission recommended approval (4-0) of SP-002459-2025 per Staff recommendation.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff report
Case Map
Aerial Map
Conceptual Site Plan

Recommendation:
Approve SP-002459-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-1570, **Version:** 1

Broken Arrow Planning Commission
11-06-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding SP-002459-2025 (Specific Use Permit), Harvest Church, 6.58 acres, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)
Background:	
Applicant:	Route 66 Engineering
Owner:	Harvest Church
Developer:	Harvest Church
Engineer:	N/A
Location:	Northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)
Size of Tract	6.58 acres
Number of Lots:	1
Present Zoning:	AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025
Comp Plan:	Level 4 Commercial/Employment Nodes

SP-002459-2025 is a request for a Specific Use Permit for a place of assembly. The property is located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road).

On June 26, 2025, Planning Commission heard a request to rezone this property from AG (Agricultural) to CG (Commercial General), which was approved by City Council on July 14, 2025. A portion of the property is intended for use as a place of worship, which is allowed in the CG zoning district with a specific/conditional use permit.

Surrounding land uses and zoning classifications include the following:

North:	AG	Large Lot Residential
West:	RS-C	Single Family Residential
South:	RS/AG	Large Lot Residential
East:	CG/PUD-002428-2025	Vacant/Utility Facility

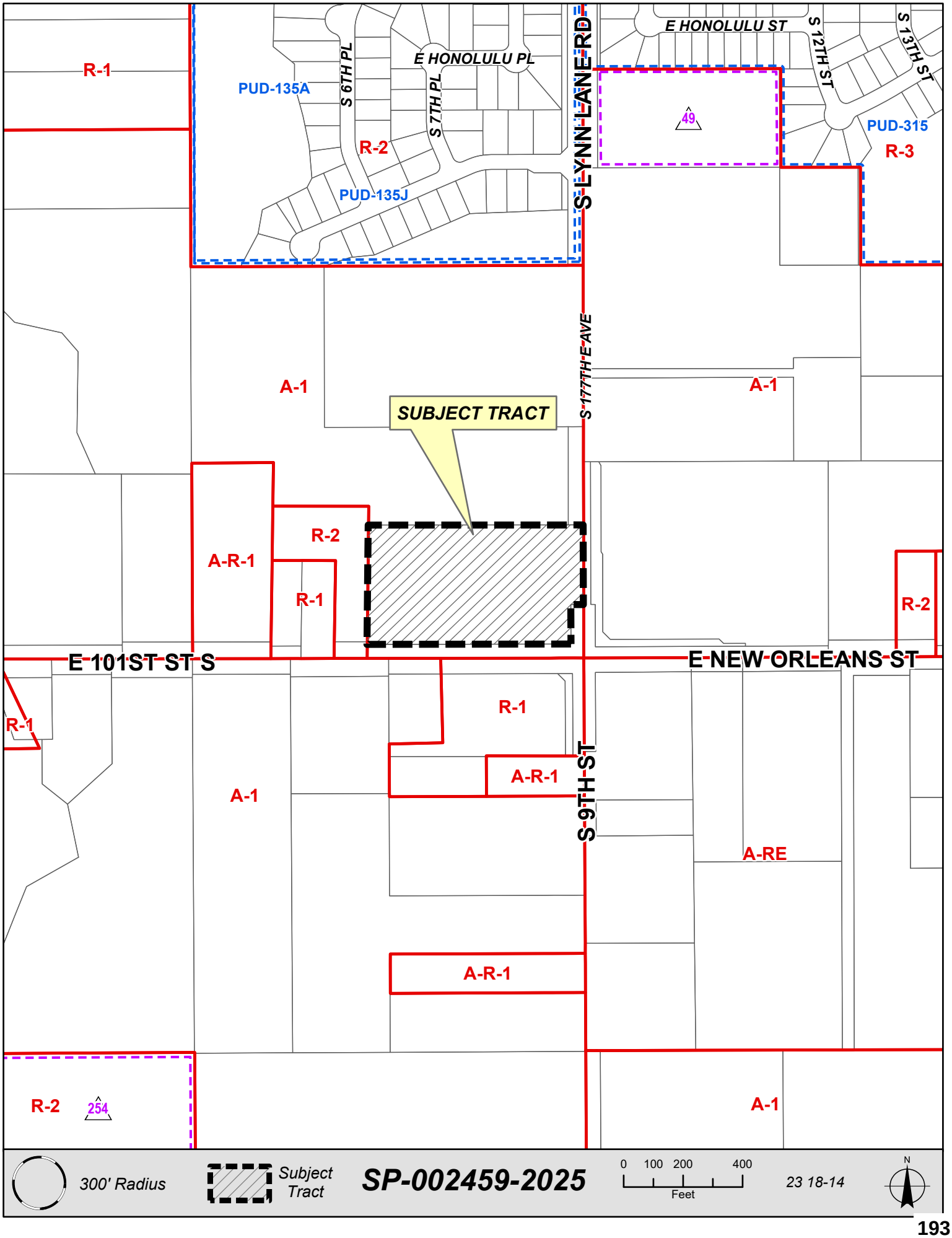
According to the FEMA Maps, this property is not located within the 100-year floodplain.

Attachments: Case map
Aerial map
Conceptual Site Plan

Recommendation:
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that SP-002459-2025 be approved as presented.

Reviewed By: **Jane Wyrick**

Approved By: **Rocky Henkel**


R-1
PUD-135A
S 6TH PL
E HONOLULU PL
S 7TH PL
R-2
PUD-135J
S LYNN LANE RD
E HONOLULU ST
S 12TH ST
S 13TH ST
49
PUD-315
R-3
S 177TH E AVE
A-1
A-1
SUBJECT TRACT
A-R-1
R-2
R-1
R-2
E 101ST ST S
E NEW ORLEANS ST
R-1
R-1
A-R-1
S 9TH ST
A-1
A-RE
A-R-1
R-2
254
A-1
300' Radius
Subject Tract
SP-002459-2025
0 100 200 400
Feet
23 18-14
N

Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

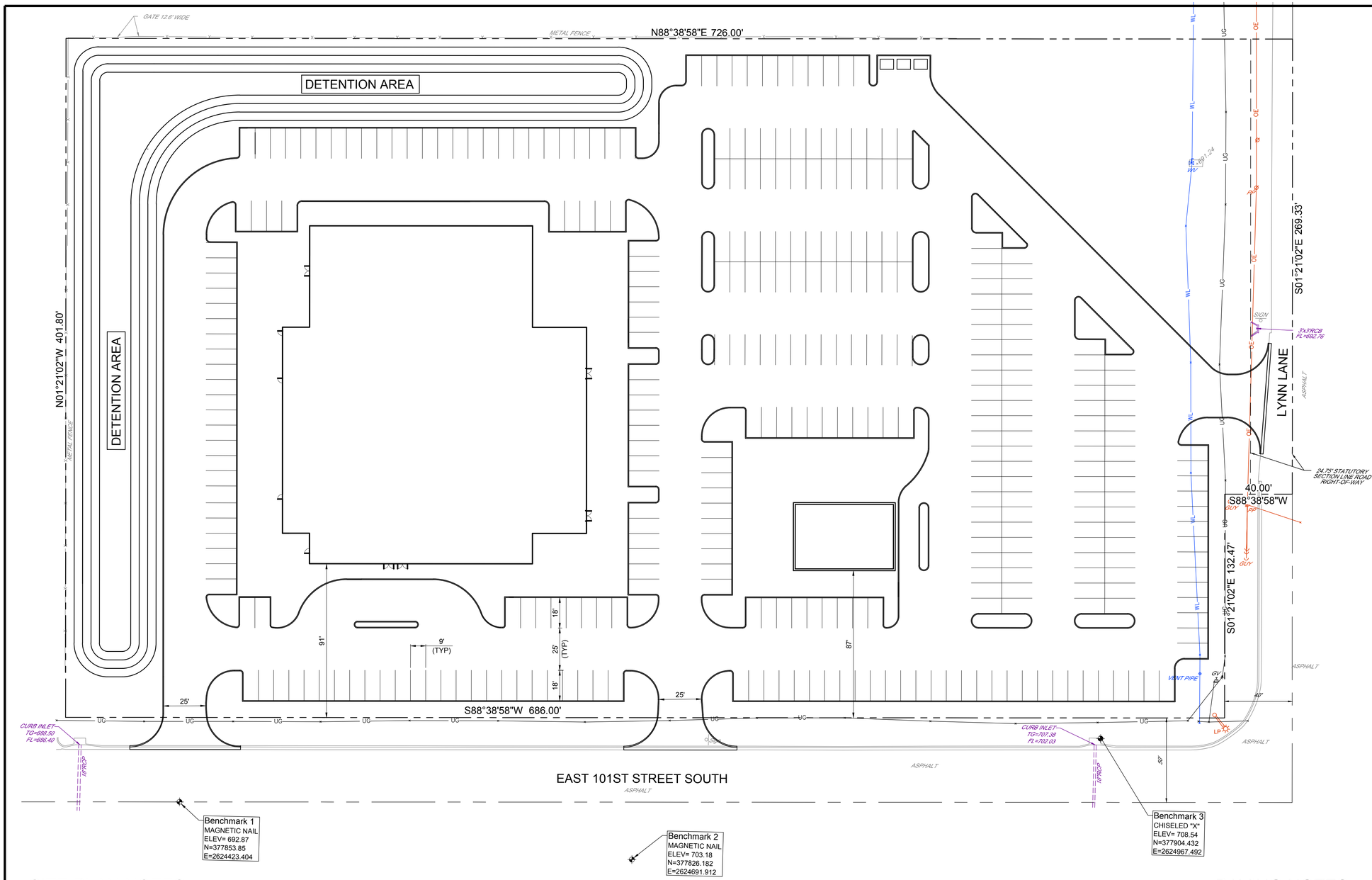
Subject Tract

SP-002459-2025

0 100 200 400
Feet

23 18-14

N



PROJECT NUMBER
PR-XXXXXX-2025

PLAT
XXX

PROPOSED USE
COMMERCIAL

ZONING
CURRENT: A-1

PARCEL SIZE
6.58 ACRES (286,408 S.F.)

IMPERVIOUS AREA
EXISTING = 0.00 S.F.
PROPOSED = 172,984 S.F.
NET CHANGE = 172,984 S.F.

PARKING SPACES
REQUIRED: 346
PROPOSED: 347
NET CHANGE: 347

LOT COVERAGE
BUILDING: 12.05%
PARKING AND PAVED AREAS: 48.35%

SITE PLAN NOTES

1. THE CONTRACTOR SHALL CONTACT "OKIE" AT 811 OF 800-522-6543, THREE (3) WORKING DAYS BEFORE BEGINNING ANY WORK, SO EXISTING UNDERGROUND UTILITIES CAN BE LOCATED AND MARKED.
2. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
3. SIDEWALK EXPANSION JOINTS SHALL BE PLACED IN ACCORDANCE WITH DETAIL
4. ALL CONSTRUCTION AND METHODS TO BE IN STRICT ACCORDANCE WITH CURRENT AUTHORITY HAVING JURISDICTION SPECIFICATIONS AND DETAILS.
5. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS. MAINTAIN ALL BARRICADES, WARNING SIGNS, FLASHING LIGHTS AND TRAFFIC CONTROL DEVICES DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH ALL O.S.H.A. REGULATIONS AND SAFETY REQUIREMENTS.
6. THIS SET OF CONSTRUCTION DOCUMENTS SHALL BE CONSIDERED AS A WHOLE IN THAT THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS ARE RESPONSIBLE FOR INFORMATION PRESENTED ON ALL SHEETS OF THIS SET OF DRAWINGS.
7. CONTRACTOR IS TO BE RESPONSIBLE FOR OBTAINING ANY REQUIRED STATE OR LOCAL PERMITS. CONSTRUCTION MEANS AND METHODS SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
8. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE, AS NECESSARY, TO RETURN IT TO THE EXISTING CONDITION OR BETTER. CONTRACTOR SHALL REPAIR AND RESTORE ANY AREAS DAMAGED DURING CONSTRUCTION AT HIS OWN EXPENSE.
9. CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL MEASURES PER THE EROSION CONTROL PLAN.
10. THE CONTRACTOR SHALL PERFORM THE WORK ACCORDING TO ALL CITY, COUNTY, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR THE "TRENCHING" AND "OPEN EXCAVATION" OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.
11. ALL PAVEMENT MARKING OF STRIPES TO BE 4" WIDE, WHITE AND APPLIED IN TWO COATS, UNLESS OTHERWISE NOTED, RE: SPECIFICATIONS.
12. PARKING LOT STRIPING AND REQUIRED ADA ACCESSIBLE AISLES SHOWN ON PLAN SHALL BE MARKED IN ACCORDANCE WITH CURRENT ADA GUIDELINES.
13. ALL NEW SIDEWALKS, IF ANY, NOT ADJACENT TO THE BUILDING, SHALL BE 4" THICK AND A MINIMUM OF FOUR (4) FEET WIDE. SIDEWALKS SHALL HAVE A LIGHT BROOM FINISH WITH A MAXIMUM CROSS SLOPE OF TWO PERCENT. TRANSVERSE CONTRACTION JOINTS SHALL MAINTAIN AN EQUAL SPACING WITH THE SIDEWALK WIDTH. SIDEWALK EXPANSION JOINTS SHALL NOT EXCEED 40 FOOT SPACING UNLESS OTHERWISE NOTED.

ADA NOTES

1. ANY REQUEST BY THE GOVERNING AUTHORITY OR INSPECTOR TO ALTER ADA COMPLIANCE DETAILS OR REQUIREMENTS DEPICTED ON AND IN THESE PLANS AND SPECIFICATIONS MUST BE DIRECTED TO THE OWNER'S CONSTRUCTION MANAGER FOR AUTHORIZATION. ANY CHANGES MADE WITHOUT PROPER AUTHORIZATION AND LATER FOUND TO BE NON-COMPLIANT WITH THE DETAILS AS SHOWN ON AND IN THESE PLANS AND SPECIFICATIONS WILL BE REMOVED AND REPLACED TO BE MADE FULLY COMPLIANT, REGARDLESS OF MAGNITUDE, AT THE CONTRACTOR AND/OR SUB-CONTRACTOR'S EXPENSE. THE CONTRACTOR MUST FOLLOW THE "REQUEST FOR INFORMATION" (RFI) PROCESS IN ACQUIRING THE APPROVAL OF CHANGES TO ADA RELATED ITEMS.
2. ALL NEW SIDEWALKS OR ADA PATHS (SIDEWALKS TO BE REMOVED & REPLACED OR STRIPED ADA PATHS) SHALL NOT EXCEED 2% CROSS SLOPE & 5% RUNNING SLOPE. FOR SIDEWALKS CONTAINED WITHIN THE PUBLIC R/W AND WHEN ADJACENT STREET GRADES EXCEED 5%, THEN SIDEWALK RUNNING SLOPES MAY MATCH STREET GRADES.
3. 1/8" MAXIMUM DEPTH TO TOP OF SEALANT AND 1/8" MAXIMUM PROTRUSION TO TOP OF SEALANT ALONG ADA ACCESS ROUTES.
4. PRIVATE PROPERTY RAMPS SHALL HAVE THE FACE OF THE CURB TRANSITIONS PAINTED YELLOW.
5. ALL ADA PARKING AREAS SHALL BE 2% MAXIMUM IN ALL DIRECTIONS.

PAVING NOTES

1. TRAFFIC CONTROL MEASURES SHALL BE IN-ACCORDANCE WITH CITY AND THE LATEST VERSION OF THE MUTCD.
2. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND ANY NEW PAVEMENT.
3. CONTRACTOR SHALL PROVIDE AND INSTALL 4 INCH PVC SLEEVES FOR FUTURE UTILITY CROSSINGS UNDER NEW PAVEMENT. VERIFY CONDUIT LOCATIONS WITH IRRIGATION, ALL UTILITY COMPANIES, AGENCIES OR ENGINEER SUPPLYING FUTURE SERVICES.
4. ALL TRENCH BACKFILL FOR OPEN CUT PAVEMENT AREAS SHALL BE BACKFILLED FULL DEPTH WITH AGGREGATE BASE MATERIAL AND COMPACTED IN 9 INCH LIFTS TO 95% STANDARD PROCTOR DENSITY TO THE BOTTOM OF SURFACE PAVEMENT.

THIS DOCUMENT IS
PRELIMINARY
IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

30 15 0 30
SCALE: 1" = 30'

BY | REVISION | DATE

RT66 ENGINEERING
5 SOUTH MAIN STREET,
SAPULPA, OK 74066

SITE PLAN

HARVEST CHURCH
BROKEN ARROW, OKLAHOMA

DRAWN BY:	CN
APPV. BY:	BD
DATE:	08/19/2025

SHEET CS101

Printed: 8/26/2025 9:49:34 AM
P:\HARVEST CHURCH\52-CAD\SHEETS\SITE PLAN - HARVEST CHURCH.DWG

City of Broken Arrow

Request for Action

File #: 25-1614, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:

Acceptance of a Temporary Construction Easement from Blue Bell Creameries, L.P., a Delaware limited partnership, the owner, on property generally located northeast of Highway 51 and west of the Creek Turnpike in Broken Arrow, Oklahoma, located in the Northeast Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street, Parcel 5.A (Project No. S.25080)

Background:

The attached Temporary Construction Easement is being donated to the City of Broken Arrow from Blue Bell Creameries, L.P., a Delaware limited partnership, the owner. Parcel 5.A consists of 0.24 acres of temporary construction easement, for the Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street, located in the Northeast Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma.

A copy of the Donation Certificate and Temporary Construction Easement are attached.

Cost: $0.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Temporary Construction Easement
Donation Certificate

Recommendation:

Accept the Temporary Construction Easement.

DONATION CERTIFICATE

Project: S.25080 County: Wagoner State: OK Parcel: 5.A

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

a. As a permanent right-of-way ☐
b. As a permanent easement ☐
c. As a temporary construction easement ☒

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

Signature	Printed Name	Date
Signature	Printed Name	Date
Agent Signature	Acquisition Agent Title	Date

RECEIVED
OCT 28 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **BLUE BELL CREAMERIES, L.P., a Delaware limited partnership**, the Owner(s), of the legal and equitable title to the following described real estate situated in **WAGONER** County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 29 day of October 2025.

BLUE BELL CREAMERIES, L.P., a Delaware limited partnership

By: Marty Kilgore

Marty Kilgore, General Manager

BRIAN BAYSINGER
Notary Public, State of Oklahoma
Commission # 18002178
My Commission Expires 03-05-2026

STATE OF OKLAHOMA)
) §
COUNTY OF WAGONER)

BEFORE ME, a Notary Public in and for this state, on this 29 day of OCTOBER, 2025, personally appeared Marty Kilgore, as General Manager of Blue Bell Creameries, L.P., a Delaware limited partnership, to me known to be the identical person who subscribed the name of the maker 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 of the corporation, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

Approved as to Form:

CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:

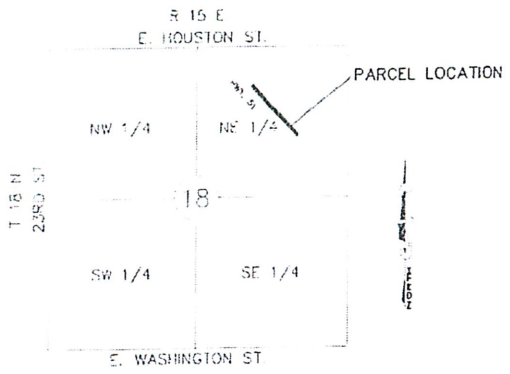
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 10/29/25
Project: S.25080 Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street
Parcel 5.A



PARCEL NO. 5.A
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF BLUEBELL XL IN
NE/4 OF SECTION 18, T18N, R15E
PERMANENT UTILITY EASEMENT – XXXX S.F.
TEMPORARY CONSTRUCTION EASEMENT – 10,575.88 S.F

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)
OKLAHOMA NORTH ZONE

NORTH

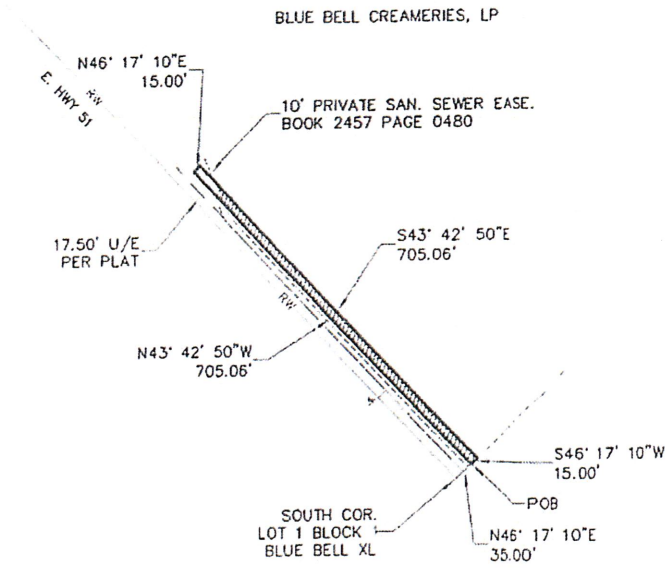
SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352

BLUE BELL XL

LOT 1

BLUE BELL CREAMERIES, LP



HOLLOWAY, UPDIKE AND BELLEN INC. 905-A SOUTH 9TH STREET, BROKEN ARROW, OK 918-251-0717, FAX 918-251-0754 CA #219, EXPIRES 06/30/21	TITLE:	HIGHWAY 51 NORTH SEWER EXTENSION FROM BLUE BELL CREAMERIES TO E. WASHINGTON ST.	
	PROJECT:	24BABLUEBELL	PROJ. # S.25080
	OWNER:	BLUE BELL CREAMERIES, LP	
	DATE:	SEPTEMBER 16, 2025	REVISION:

R:\Projects\2024\24BABLUEBELL\3e - opn\Production Plans\Proposed - easement Exhibits.dwg, 9/16/2025 10:23:03 AM, JESSICA MINO, TA C6585onesPC

Parcel No. 5.A
Blue Bell Creameries, LP

Date Written: September 16, 2025

TEMPORARY CONSTRUCTION EASEMENT

A strip, piece or parcel of land lying in part of the Lot 1, Block 1 of Blue Bell XL, a replat of Blue Bell and Lot 2, Block 1 of A.E.S. Industrial Center in part of the N1/2 NE1/4 of Section 18, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma being more particularly described as follows: Commencing at the most southerly corner of said Lot 1, thence N46°17'10"E along the Southeasterly line thereof 35.00 feet to the point of beginning; thence N43°42'50"W 705.06 feet; thence N46°17'10"E 15.00 feet; thence S43°42`50E 705.06 feet to said Southeasterly line; thence S46°17'10"W along said Southeasterly line 15.00 feet to the point of beginning.

Containing 10,575.88 square feet or 0.24 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

9-22-25
Date

Charles W. Chastain, P.L.S. 1352

REGISTERED LAND SURVEYOR
CHARLES W CHASTAIN
L.S. 1352
OKLAHOMA

City of Broken Arrow

Request for Action

File #: 25-1596, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2025

Title:
Ratification of the Claims List Check Register Dated November 10, 2025

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from October 24, 2025 through November 10, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $9,019,114.48 for the various funds.

Governmental Funds	$4,963,879.26
BAMA	$4,011,338.56
BAMA	$ 43,896.66
Total	$9,019,114.48

A summary by funds and detail are attached.

Cost: $4,963,879.26

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated November 10, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 11/10/2025

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	196,194.55	555
220	BA MUNICIPAL AUTHORITY	4,006,588.56	800
221	BAMA SALES TAX DEBT SERVICE	4,750.00	5
227	CVB-HOTEL MOTEL	9,476.52	25
329	VEHICLE REPLACEMENT FUND	69,317.50	3
330	SALES TAX CAPITAL IMPROVEMENT	1,103,217.38	33
331	POLICE ENHANCEMENTS	299.99	1
332	PARK & REC CAP IMPROV	31,417.00	1
336	E 911	48,253.37	1
342	STREET LIGHT FUND	7,761.97	9
343	STREET SALES TAX FUND	166,575.03	8
344	PS SALES TAX POLICE	130,760.44	320
345	PS SALES TAX FIRE	142,956.63	211
592	2014 BOND ISSUE	40,704.69	5
593	2018 BOND ISSUE	2,826,542.59	34
660	WORKERS COMPENSATIONS	109,822.86	9
661	GROUP HEALTH AND LIFE	70,899.74	11
882	AGENCY FUND DEPOSITS	9,679.00	9
887	ECONOMIC DEVELOP AUTHORTY	43,896.66	2
Total		9,019,114.48	2,042

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333717	3004	CURTIS GREEN	T&A 10222025	TRAVEL & ACCOMODATIONS10/22/2025	1101800 |550030|		2026/4	273.00
				T&A 10222025	TRAVEL & ACCOMODATIONS10/22/2025	1101800 |550030|		2026/4	562.08
				T&A 10222025	TRAVEL & ACCOMODATIONS10/22/2025	1101800 |550030|		2026/4	-47.60
						Total For Check # 333717			**787.48**
10/30/2025	333718	4479	DAVID GRAHAM PARKER	PDR 11062025	PER DIEM REQUEST 11/06/2025 OAMA	1101010 |550030|		2026/4	16.00
						Total For Check # 333718			**16.00**
10/30/2025	333723	1699	MOMENTUM SERVICES LLC	20089062	20089062	1101415 |530870|		2026/4	1,510.00
						Total For Check # 333723			**1,510.00**
10/30/2025	333729	999907	OTP - COURT REFUNDS	0000804	441488-1	110 |451020|		2026/4	300.00
						Total For Check # 333729			**300.00**
10/30/2025	333730			0000801	E983756-1, E983755-1	110 |451020|		2026/4	420.00
						Total For Check # 333730			**420.00**
10/30/2025	333736	4356	RACHEL A FIELDS	T & A 10162025	TRAVEL AND ACCOMODATIONS	1101010 |550030|		2026/4	1,319.60
				T & A 10162025	TRAVEL AND ACCOMODATIONS	1101010 |550030|		2026/4	86.32
				T & A 10162025	TRAVEL AND ACCOMODATIONS	1101010 |550030|		2026/4	50.00
						Total For Check # 333736			**1,455.92**
10/30/2025	333739	167	TULSA COUNTY HEALTH	JUL,AUG,SEPT 2025	FOOD LICENSE COLLECTION JULY,AUG	1101700 |550100|		2026/4	14,435.75
				JUL,AUG,SEPT 2025	FOOD LICENSE COLLECTION JULY,AUG	1101700 |550100|		2026/4	2,280.25
						Total For Check # 333739			**16,716.00**
10/30/2025	333741	5562	ZACHARY A WALDROUP	PDR 11062025	PER DIEM 11/6/2025 2025 OAMA FALL	1101010 |550030|		2026/4	16.00
						Total For Check # 333741			**16.00**
10/30/2025	333745	1092	WESTLAKE HARDWARE INC	8038545	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/4	2.79
						Total For Check # 333745			**2.79**
10/30/2025	333747	822	ADDCO ELECTRIC INC.	26767	26767 10/17/2025	1106000 |540070|		2026/4	295.00
						Total For Check # 333747			**295.00**
10/30/2025	333748	489	ADMIRAL EXPRESS LLC	208193-S	208193-S SEPT 30, 2025	1106000 |560030|		2026/4	14.79
				208193-S	208193-S SEPT 30, 2025	1106000 |560240|		2026/4	148.28
				208294-S	208294-S SEPT 30, 2025	1106002 |560330|		2026/4	145.09

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				208261-S	208261-S SEPT 30, 2025	1101800 |560030|		2026/4	54.88
				208231-S	208231-S SEPT 30, 2025	1101300 |560030|		2026/4	111.34
				208417-S	208417-S SEPT 30, 2025	1101300 |560030|		2026/4	47.31
				208284-S	208284-S SEPT 30, 2025	1101010 |560030|		2026/4	61.69
				208433-S	208433-S SEPT 30, 2025	1105300 |560030|		2026/4	68.30
						Total For Check # 333748			**651.68**
10/30/2025	333749	2243	ADVANCED WORKZONE	0034150-IN	NOSQ Block Party-traffic control, barricades,	1101400 |540280|	2514040	2026/4	18,298.50
						Total For Check # 333749			**18,298.50**
10/30/2025	333750	149	AMERICAN ELECTRIC	784-327-0-0 10132025	955-784-327-0-0 OCT 13, 2025 9101 E	1105310 |550250|		2026/4	90.18
				162-909-0-6 10142025	954-162-909-0-6 OCT 14, 2025 3003 E	1101700 |550250|		2026/4	26.31
				716-079-0-6 10142025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/4	47.59
				853-893-0-0 10142025	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/4	25.23
				183-027-0-0 10142025	FY26 ANNUAL AGREEMENT - SINGLES	1105310 |550250|		2026/4	95.35
				539-598-0-7 10142025	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/4	25.11
						Total For Check # 333750			**309.77**
10/30/2025	333753	4935	AMAZON.COM SALES INC	143P-FT4T-QM1Q	Recreation Supplies NPCC	1106002 |560330|		2026/4	89.23
				1YQT-44QY-FXYY	ITEM: Wilson Jones Corporate Minute	1101800 |560230|		2026/4	-18.99
				1P6L-6PCT-7FQ9	ITEM: Amazon Basics Aluminum USB-C to	1101200 |560230|		2026/4	54.16
				1DKY-6QJH-4FX3	ITEM: UPSBatteryCenter APCRBC154	1101501 |560030|		2026/4	35.00
				1YGJ-NFXF-QW4K	IT Patch Cables	1101200 |560230|		2026/4	38.60
				1CDD-NY7Y-Q9F1	IT Patch Cables CREDIT FOR INV 1YGJ-	1101200 |560230|		2026/4	-38.60
				1L9V-CMLP-VJ41	PARKING LOT STENCILS FOR MTNC	1106000 |560230|		2026/4	6.99
				1RV1-3MQQ-WLCW	ITEM: Ultra Clarity Cables HDMI Extension	1101200 |560230|		2026/4	27.98
				1LHJ-NHTN-13RN	ITEM: Poly Voyager 4320 UC Wireless	1101400 |560240|		2026/4	120.23
				164R-HJV1-67FW	OFFICE SUPPLIES & ALEX	1101501 |560030|		2026/4	12.33
				164R-HJV1-67FW	OFFICE SUPPLIES & ALEX	1101501 |560230|		2026/4	8.82
				1C3Q-LYGF-GY4X	OFFICE SUPPLIES & ALEX	1101501 |560230|		2026/4	-8.82
				1QWK-XLHC-Y667	OFFICE SUPPLIES/TAX EXEMPT CARD	1101501 |560030|		2026/4	-5.70
				1RY3-GRWK-NV47	Office Supplies	1101102 |560030|		2026/4	30.41
				1KKV-PVMDRJ3V	OFFICE SUPPLIES, GENERAL	1101501 |560030|		2026/4	37.92
				1KKV-PVMDRJ3V	OFFICE SUPPLIES, GENERAL	1101501 |560230|		2026/4	8.88
				1614-PVG4-DF7K	Recreation Supplies NPCC	1106002 |560330|		2026/4	53.29
				1LXG-HH7L-6X3V	IGNITION KEYS FOR MTNC	1106000 |560230|		2026/4	7.59
				1RRW-VDXV-MGFW	Office Supplies	1101102 |550890|		2026/4	215.91
				1RRW-VDXV-MGFW	Office Supplies	1101102 |560030|		2026/4	105.42

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				1RRW-VDXV-MGFW	Office Supplies	1101102 |560240|		2026/4	369.99
				19R4-3VQQ-YCNM	Items needed for Sign Shop-Requested	1105315 |560230|		2026/4	176.24
				19R4-3VQQ-YCNM	Items needed for Sign Shop-Requested	1105315 |560240|		2026/4	519.99
				1L9V-CMLP-99C9	ITEM: HULAVO Large Hexagon Felt Cork	1101501 |560030|		2026/4	3.68
				1L9V-CMLP-99C9	ITEM: HULAVO Large Hexagon Felt Cork	1101501 |560230|		2026/4	19.99
				1YGJ-NFXF-JRQW	Recreation Supplies CPCC & RH	1106002 |560330|		2026/4	49.69
						Total For Check #	**333753**		**1,920.23**
10/30/2025	333764	874	BATTERIES PLUS	P86486418	HEPP C545 battery	1106000 |560180|		2026/4	175.95
						Total For Check #	**333764**		**175.95**
10/30/2025	333773	20	BROKEN ARROW LAWN &	127335	BLANKET PO FOR MISC	1105300 |560230|		2026/4	63.28
				127347	BLANKET PO FOR MISC	1105300 |560230|		2026/4	28.25
				127444	BLANKET PO FOR MISC	1105300 |560230|		2026/4	37.29
						Total For Check #	**333773**		**128.82**
10/30/2025	333774	790	BSN SPORTS, LLC	931577710	Basketballs for NPCC	1106002 |560330|		2026/4	135.27
						Total For Check #	**333774**		**135.27**
10/30/2025	333776	297	C J MOLONEYS REST & PUB	10212025	NEW HIRE LUNCHEON OCT	1101700 |560230|		2026/4	967.00
						Total For Check #	**333776**		**967.00**
10/30/2025	333782	37	CINTAS CORPORATION	5298684611	BLANKET PO FOR ALL DEPARTMENT	1101800 |560230|		2026/4	45.30
				5294914701	BLANKET PO FOR ALL DEPARTMENT	1101310 |560230|		2026/4	36.19
				5298507708	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/4	25.54
				5298684612	BLANKET PO FOR ALL DEPARTMENT	1101800 |560230|		2026/4	154.98
						Total For Check #	**333782**		**262.01**
10/30/2025	333784	1391	CLEAN THE UNIFORM CO	52159692	52159692 OCT 17, 2025	1106002 |540330|		2026/4	3.14
				52159690	52159690 OCT 17, 2025	1106000 |540310|		2026/4	113.07
				52159690	52159690 OCT 17, 2025	1106000 |540330|		2026/4	0.34
				52159198	52159198 OCT 15, 2025	1106000 |540310|		2026/4	33.04
				52159198	52159198 OCT 15, 2025	1106003 |540310|		2026/4	50.10
				52159194	52159194 OCT 15, 2025	1106005 |540310|		2026/4	10.15
				52158577	52158577 OCT 10, 2025	1106000 |540310|		2026/4	113.07
				52158577	52158577 OCT 10, 2025	1106000 |540330|		2026/4	0.34
				52158087	52158087 OCT 8, 2025	1106000 |540310|		2026/4	33.04
				52158087	52158087 OCT 8, 2025	1106003 |540310|		2026/4	50.10

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				52158572	52158572 OCT 10, 2025	1101415 |540310|		2026/4	50.39
				52158083	52158083 OCT 8, 2025	1106005 |540310|		2026/4	10.15
				52158083	52158083 OCT 8, 2025	1101700 |540330|		2026/4	9.79
				52160315	52160315 10/22/2025	1101700 |540330|		2026/4	6.08
						Total For Check #	**333784**		**482.80**
10/30/2025	333790	2449	DAVIS SUPPLY CO	0023277580-001	BLANKET PO FOR POOL SUPPLIES	1106002 |560340|		2026/4	64.70
						Total For Check #	**333790**		**64.70**
10/30/2025	333792	4603	DONALD M WRIGHT	300 03/15/2025	RDFM ENTERTAINMENT 10/25/2025	1101400 |540280|		2026/4	200.00
						Total For Check #	**333792**		**200.00**
10/30/2025	333805	1231	AT&T MOBILITY LLC	287344015076X102025	287344015076X10172025 OCT 09, 2025	1101700 |550540|		2026/4	200.44
						Total For Check #	**333805**		**200.44**
10/30/2025	333806			287332244712X102025	287332244712X10172025 OCT 09, 2025	1101200 |550540|		2026/4	43.23
						Total For Check #	**333806**		**43.23**
10/30/2025	333814	1256	GEODECA LLC	1909068CK	1909068CK OCT 17, 2025	1101400 |530870|		2026/4	275.00
						Total For Check #	**333814**		**275.00**
10/30/2025	333827	3730	IDT PAYMENT SERVICES, INC	115516	115516 OCT 17, 2025	1101102 |550890|		2026/4	5,009.25
						Total For Check #	**333827**		**5,009.25**
10/30/2025	333829	5131	KEVIN BEHE	14505	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.29
				14505	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.59
				14505	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.76
				14505	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.34
				14505	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.53
				14505	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.38
				14192	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.35
				14192	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.99
				14192	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.95
				14192	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.67
				14192	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.91
				14192	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.48
				14190	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.29
				14190	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.59

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			14190	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.76
			14190	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.34
			14190	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.53
			14190	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.38
			14662	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.35
			14662	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.99
			14662	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.95
			14662	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.67
			14662	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.91
			14662	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.48
			15061	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	1.21
			15061	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	6.76
			15061	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	3.25
			15061	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	5.67
			15061	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	6.48
			15061	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	1.62
			14766	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.29
			14766	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.59
			14766	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.76
			14766	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.34
			14766	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.53
			14766	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.38
			14792	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.28
			14792	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.59
			14792	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.76
			14792	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.34
			14792	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.53
			14792	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.38
			14752	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.22
			14752	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.19
			14752	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.57
			14752	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.00
			14752	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.14
			14752	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.29
			14753	CITY COUNCIL 07/14/25	1101200 |540070|		2026/4	0.35
			14753	CITY COUNCIL 07/14/25	1101700 |540070|		2026/4	1.99
			14753	CITY COUNCIL 07/14/25	1105300 |540070|		2026/4	0.95
			14753	CITY COUNCIL 07/14/25	1106000 |540070|		2026/4	1.67

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				14753	CITY COUNCIL 07/14/25	1106002 |540070|		2026/4	1.91
				14753	CITY COUNCIL 07/14/25	1106005 |540070|		2026/4	0.48
						Total For Check # 333829			**75.00**
10/30/2025	333840	4380	LOCK-DOC INC	101625-H15	BLANKET PO FOR LOCKS,KEYS, & ETC	1105315 |540070|		2026/4	785.50
				101625-H15	BLANKET PO FOR LOCKS,KEYS, & ETC	1106000 |560180|		2026/4	335.00
						Total For Check # 333840			**1,120.50**
10/30/2025	333841	131	LOCKE SUPPLY COMPANY	56704290-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/4	21.55
				56735822-00	BLANKET PO FOR PLUMBING &	1106002 |560180|		2026/4	28.40
				56762545-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/4	8.26
				56684827-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/4	55.00
				56385442-00	BLANKET PO FOR PLUMBING &	1106000 |560230|		2026/4	1.27
						Total For Check # 333841			**114.48**
10/30/2025	333844	537	MCAFEE & TAFT	794908	794908	1101700 |530080|		2025/12	700.00
				794907	794907	1101700 |530080|		2025/12	150.00
				794910 A	794910- MAY & JUNE 2025 156229 &	1101700 |530080|		2025/12	200.00
				794910	794910 JULY 2025 163014	1101700 |530080|		2026/2	100.00
				794906	794906 08/13/2025	1101700 |530080|		2026/2	660.00
				794909	794909 08/13/2025	1101700 |530080|		2026/2	70.70
				796973	796973	1101700 |530080|		2026/3	360.00
				800556	800556 OCT 15, 2025	1101700 |530080|		2026/4	90.00
						Total For Check # 333844			**2,330.70**
10/30/2025	333849	25	NAPA AUTO PARTS	20196	F013903	1101700 |560190|		2026/4	259.34
				20211	57568	1106005 |560200|		2026/4	498.50
				20224	92504174A	1106000 |560200|		2026/4	91.27
				20389	9495	1106000 |560200|		2026/4	2.39
				20389	3189XD	1106000 |560200|		2026/4	-44.00
				20389	785115	1106000 |560200|		2026/4	22.39
				20389	38776XT	1106000 |560200|		2026/4	96.32
				20393	4211	1105300 |560200|		2026/4	14.22
				20393	600451	1105300 |560200|		2026/4	29.72
				20393	100454	1105300 |560200|		2026/4	6.59
				20393	201057	1105300 |560200|		2026/4	14.38
				20393	15W40BULK	1105300 |560210|		2026/4	29.76
				20405	V370023A	1106000 |560200|		2026/4	97.00

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			20405	470422C2	1106000 |560200|		2026/4	15.80
			20412	38776XT	1106000 |560200|		2026/4	-96.32
			20413	230263	1101700 |560200|		2026/4	24.86
			20413	100010	1101700 |560200|		2026/4	4.55
			20413	0W20BULK	1101700 |560210|		2026/4	23.10
			20422	31MHD	1105300 |560200|		2026/4	291.66
			20423	72410005	1106000 |560200|		2026/4	184.54
			20423		1106000 |560200|		2026/4	4.98
			20424	90475	1106005 |560200|		2026/4	50.74
			020454	1372	1106000 |560200|		2026/4	4.25
			020454	200697	1106000 |560200|		2026/4	29.51
			020454	60221B	1106000 |560200|		2026/4	20.76
			020454	5W30BULK	1106000 |560210|		2026/4	28.98
			020454	2413	1106000 |560230|		2026/4	6.34
			020463	K595597530	1106000 |560200|		2026/4	80.99
			020467	230266	1106000 |560200|		2026/4	10.91
			020467	1372	1106000 |560200|		2026/4	4.25
			020467	200906	1106000 |560200|		2026/4	18.53
			020467	5W30BULK	1106000 |560210|		2026/4	33.12
			020472	RD41162150	1105300 |560200|		2026/4	42.41
			020472	V064165450	1105300 |560200|		2026/4	123.92
			020472	V051165150	1105300 |560200|		2026/4	93.62
			020472	9080XL	1105300 |560230|		2026/4	15.56
			020472	2413	1105300 |560230|		2026/4	6.34
			020473	V063151880	1105300 |560200|		2026/4	111.34
			020473	1K947943172	1105300 |560200|		2026/4	64.33
			020473	7430	1105300 |560200|		2026/4	9.36
			020473	6562	1105300 |560200|		2026/4	28.72
			020473	6569	1105300 |560200|		2026/4	16.84
			020473	15W40BULK	1105300 |560210|		2026/4	48.36
			020473	2413	1105300 |560230|		2026/4	6.34
			020480	F000184	1106000 |560190|		2026/4	1,029.48
			020486	X0044UTGKD	1105310 |560200|		2026/4	72.21
			020512	1748XD	1105300 |560200|		2026/4	33.89
			020512	600564	1105300 |560200|		2026/4	34.14
			020512	3231	1105300 |560200|		2026/4	30.56
			020512	9520	1105300 |560200|		2026/4	44.88
			020512	15W40BULK	1105300 |560210|		2026/4	81.84

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			020514	500925	1105300 |560200|		2026/4	121.58
			020529	472274C1	1106000 |560200|		2026/4	23.30
			020529	1690328C1	1106000 |560200|		2026/4	60.95
			020529		1106000 |560200|		2026/4	51.00
					Total For Check # 333849			**4,010.40**
10/30/2025	333850		20192	HFMC15A	1106000 |560230|		2026/4	26.47
			20202	75100	1106000 |560210|		2026/4	7.52
			20214	509523	1105300 |560200|		2026/4	13.22
			20217	706620	1106000 |560210|		2026/4	7.20
			20219	35089	1105300 |560230|		2026/4	24.17
			20222	50132	1106000 |560230|		2026/4	5.97
			20225	M150477	1106000 |560200|		2026/4	5.98
			20396	100255	1105300 |560200|		2026/4	4.25
			20396	100454	1105300 |560200|		2026/4	-6.59
			20415	SL3301	1106000 |560200|		2026/4	8.27
			20416	82180	1106000 |560230|		2026/4	7.79
			20418	LDR02A	1105300 |560200|		2026/4	27.10
			20419	EL51302	1106000 |560200|		2026/4	48.10
			20425	1513034	1106000 |560200|		2026/4	20.78
			020462	RTU1DEX	1105300 |560210|		2026/4	9.30
			020478	W80625	1106000 |560200|		2026/4	5.13
			020487	2176800	1106000 |560200|		2026/4	32.21
			020496	3472	1105300 |560200|		2026/4	10.71
			020496	3358	1105300 |560200|		2026/4	8.27
			020504	112630	1106000 |560210|		2026/4	23.16
			020506	WATER	1106000 |560230|		2026/4	1.52
			020508	M200100CPG	1106000 |560200|		2026/4	25.84
			020508		1106000 |560200|		2026/4	8.00
			020513	2413	1105300 |560230|		2026/4	6.34
			020516	NPB22	1105300 |560200|		2026/4	16.24
			020517	60221B	1105300 |560200|		2026/4	20.76
			020527	7151151	1105300 |560230|		2026/4	3.08
					Total For Check # 333850			**370.79**
10/30/2025	333851		020518	60221B	1105300 |560200|		2026/4	20.76
					Total For Check # 333851			**20.76**

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10/30/2025	333858	4287	PEPSICO BEVERAGE SALES	9000023932	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/4	6.23
				9000027501	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/4	22.49
				9000032920	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/4	15.96
						Total For Check # 333858			**44.68**
10/30/2025	333864	5518	RAYMOND L. BRITTON JR	240913-09908	OFFICE J. CHISUM-TERM. FMCS #240913-	1101700 |530080|		2026/4	3,643.75
						Total For Check # 333864			**3,643.75**
10/30/2025	333871	3948	SAVAGE O'DONNELL AFFELDT	44734	44734 09/03/2025	1101700 |530080|		2026/4	17,531.92
				44778	44778 10/02/2025	1101700 |530080|		2026/4	12,016.65
						Total For Check # 333871			**29,548.57**
10/30/2025	333872	335	SERVICE OKLAHOMA	L1848229080	L1848229080 OCT 21, 2025	1105300 |560230|		2026/4	91.50
				L1848229080	L1848229080 OCT 21, 2025	1105300 |560230|		2026/4	91.50
						Total For Check # 333872			**183.00**
10/30/2025	333873	5048	SHAMROCK TIRE & AUTO	107-798395	BLANKET PO FOR ALIGNMENTS	1106000 |540200|		2026/4	10.00
						Total For Check # 333873			**10.00**
10/30/2025	333875	2144	SITE ONE LANDSCAPE SUPPLY	159569066-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/4	45.57
				159661910-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/4	33.58
				159508625-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/4	32.98
						Total For Check # 333875			**112.13**
10/30/2025	333877	303	SMITH FARM & GARDEN CO	104791	UNIT 1870 - JEFF	1106000 |540200|		2026/4	126.76
						Total For Check # 333877			**126.76**
10/30/2025	333879	1081	SOUTHERN AGRICULTURE	832989	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/4	11.95
				833772	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/4	30.94
						Total For Check # 333879			**42.89**
10/30/2025	333885	5436	THE ORSUS GROUP, INC	44232	44232 SEPT 1, 2025	1101102 |530870|		2026/4	2,677.13
						Total For Check # 333885			**2,677.13**
10/30/2025	333922	4571	COLTON PAGE	1462	Removal of large oak tree, stump and	1106003 |540280|		2026/4	1,800.00
						Total For Check # 333922			**1,800.00**
10/30/2025	333927	5534	UNITED VOLLEYBALL SUPPLY	287730	Volleyball Lines Nienhuis	1106002 |560330|		2026/4	379.08

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						Total For Check # 333927			**379.08**
10/30/2025	333934	30	WATER STORE INC	557195	S C1SP-10 100' Pump Cable 10/4	1106000 |560180|		2026/4	1,001.13
						Total For Check # 333934			**1,001.13**
10/30/2025	333938	1095	WINDSTREAM HOLDINGS II LLC	220557133 09012025	FY26 ANNUAL AGREEMENT	1101315 |550540|		2026/4	80.99
				220557133 10012025	FY26 ANNUAL AGREEMENT	1101315 |550540|		2026/4	96.99
				100755590 10222025	FY26 ANNUAL AGREEMENT	1106002 |550220|		2026/4	43.06
				101118081 10222025	FY26 ANNUAL AGREEMENT	1106000 |550220|		2026/4	89.43
						Total For Check # 333938			**310.47**
11/03/2025	333940	4904	AMERITAS LIFE INSURANCE	179062	Payroll Run 1 - Warrant 251024	110 |218240|		2026/4	3,050.54
						Total For Check # 333940			**3,050.54**
11/06/2025	333942	4104	AARON MCCOLLOCH	PDR 10272025	PER DIEM REQUEST - OCT 27, 2025	1101310 |550030|		2026/5	237.80
						Total For Check # 333942			**237.80**
11/06/2025	333943	856	AMERICAN FIDELITY	179056	Payroll Run 1 - Warrant 251024	110 |218420|		2026/4	98.34
				179056	Payroll Run 1 - Warrant 251024	110 |218430|		2026/4	24.26
						Total For Check # 333943			**122.60**
11/06/2025	333949	183	CLEET	OCT 2025	TOWN & MUNICIPAL COURT REPORT	110 |449010|		2026/5	-22.64
						Total For Check # 333949			**-22.64**
11/06/2025	333950	4633	COLONIAL LIFE & ACCIDENT	179061	Payroll Run 1 - Warrant 251024	110 |218590|		2026/4	1,400.85
						Total For Check # 333950			**1,400.85**
11/06/2025	333951	1319	COMMUNITY CARE EAP	179058	Payroll Run 1 - Warrant 251024	110 |218560|		2026/4	187.68
						Total For Check # 333951			**187.68**
11/06/2025	333953	827	CONSTRUCTION INDUSTRIES	10272025	LICENSE RENEWAL	1101415 |530110|		2026/5	35.00
						Total For Check # 333953			**35.00**
11/06/2025	333954	2807	CURT POOLE	PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101700 |550030|		2026/5	232.00
						Total For Check # 333954			**232.00**
11/06/2025	333956	4479	DAVID GRAHAM PARKER	MLG 10142025	MILEAGE REIMBURSEMENT - OCT 14,	1101010 |540280|		2026/5	42.02
						Total For Check # 333956			**42.02**

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11/06/2025	333957	1419	DENNIS SAGELY	MLG 10222025	MILEAGE REIMBURSEMENT - OCT 22,	1101800 |550030|		2026/5	150.50
				T&A 10222025	TRAVEL & ACCOMMODIATION - OCT 22,	1101800 |550030|		2026/5	242.20
						Total For Check # 333957			**392.70**
11/06/2025	333958	47	FARHAD DAROGA	PDR 11022025	PER DIEM REQUEST - NOV 2, 2025	1101405 |550030|		2026/5	120.00
						Total For Check # 333958			**120.00**
11/06/2025	333959	1550	GENESIS HEALTH CLUBS	179059	Payroll Run 1 - Warrant 251024	110 |218150|		2026/4	592.94
						Total For Check # 333959			**592.94**
11/06/2025	333961	159	PRE-PAID LEGAL SERVICES,	179054	Payroll Run 1 - Warrant 251024	110 |218100|		2026/4	522.32
						Total For Check # 333961			**522.32**
11/06/2025	333962	1055	LORI HILL	PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101300 |550030|		2026/5	232.00
						Total For Check # 333962			**232.00**
11/06/2025	333964	4905	METROPOLITAN LIFE	179063	Payroll Run 1 - Warrant 251024	110 |218340|		2026/4	3,347.50
				179063	Payroll Run 1 - Warrant 251024	110 |218480|		2026/4	3,239.22
				179063	Payroll Run 1 - Warrant 251024	110 |218590|		2026/4	1,017.40
						Total For Check # 333964			**7,604.12**
11/06/2025	333969	835	STATE OF OKLAHOMA	OCT 2025	MUNICIPAL COURT REPORT FOR OCT	110 |449010|		2026/5	-160.83
						Total For Check # 333969			**-160.83**
11/06/2025	333970	999900	OTP - AR REFUNDS	PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101700 |550030|		2026/5	232.00
						Total For Check # 333970			**232.00**
11/06/2025	333971			PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101700 |550030|		2026/5	232.00
						Total For Check # 333971			**232.00**
11/06/2025	333972			PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101700 |550030|		2026/5	232.00
						Total For Check # 333972			**232.00**
11/06/2025	333973			PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101700 |550030|		2026/5	232.00
						Total For Check # 333973			**232.00**
11/06/2025	333974			37316	LIFERIDE REFUNDS PENNY RICHARSON	11020 |442040|		2026/5	135.00

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						Total For Check # 333974			**135.00**
11/06/2025	333975			PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101700 |550030|		2026/5	232.00
						Total For Check # 333975			**232.00**
11/06/2025	333976			PDR 11182025	PER DIEM REQUEST - NOV 18, 2025	1101700 |550030|		2026/5	232.00
						Total For Check # 333976			**232.00**
11/06/2025	333978	999905	OTP - TORT CLAIMS	TRT1732.2026	DAMAGES SUSTAINED TO SPRINKER	1101700 |550090|		2026/5	403.00
						Total For Check # 333978			**403.00**
11/06/2025	333979	2876	ROBERT HENKEL	PDR 10272025	PER DIEM REQUEST - OCT 27, 2025	1101400 |550030|		2026/5	402.25
						Total For Check # 333979			**402.25**
11/06/2025	333980	5192	ROGER LONG	MLG 10222025	MILEAGE REIMBURSEMENT - OCT 22,	1101800 |550030|		2026/5	148.40
				T&A 10222025	TRAVEL & ACCOMMODIATION - OCT 22,	1101800 |550030|		2026/5	255.80
				T&A 10222025	TRAVEL & ACCOMMODIATION - OCT 22,	1101800 |550030|		2026/5	-13.60
						Total For Check # 333980			**390.60**
11/06/2025	333982	1987	SURENCY LIFE & HEALTH INS.	179060	Payroll Run 1 - Warrant 251024	110 |218460|		2026/4	195.00
						Total For Check # 333982			**195.00**
11/06/2025	333984	1370	TREVOR DENNIS	MLG 10172025	MILEAGE REIMBRUSEMENT - OCT 17,	1101010 |550030|		2026/5	16.24
						Total For Check # 333984			**16.24**
11/06/2025	333985	1739	WAGONER CO RRWD DISTRICT	3823901 11152025	300 N 37TH ST PRESERVE PARK	1106000 |550230|		2026/5	1,011.40
				1126701 11152025	21101 E 101ST ST PARKS OFFICE	1106000 |550230|		2026/5	16.50
				1945001 11152025	4000 E NEW ORL A EVENTS PARK	1106000 |550230|		2026/5	488.52
				1970001 11152025	4000 E NEW ORL B EVENTS PARK	1106000 |550230|		2026/5	6,051.83
						Total For Check # 333985			**7,568.25**
11/06/2025	333987	2171	ABCO RENTS	4496A	GENERATOR FOR CHRISTMAS KICK	1101315 |550280|		2026/5	88.41
						Total For Check # 333987			**88.41**
11/06/2025	333989	1092	WESTLAKE HARDWARE INC	8038570	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	31.98
				8038554	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	53.98
				8038576	BLANKET PO FOR MISC ITEMS	1106000 |560180|		2026/5	5.82
				8038591	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	41.34

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						Total For Check #	**333989**		**133.12**
11/06/2025	333994	149	AMERICAN ELECTRIC	844-568-0-6 10172025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/5	58.68
				709-847-0-1 10172025	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/5	30.79
				913-008-1-1 10172025	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550250|		2026/5	3,419.16
				913-008-1-1 10172025	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550470|		2026/5	4,712.21
				393-103-0-6 10202025	FY26 ANNUAL AGREEMENT 959-393-103-	1101315 |550250|		2026/5	111.41
				393-103-0-6 10202025	FY26 ANNUAL AGREEMENT 959-393-103-	1101700 |550250|		2026/5	5,687.43
				183-137-4-1 10212025	FY26 ANNUAL AGREEMENT 951-183-137-	1106004 |550250|		2026/5	4,992.93
						Total For Check #	**333994**		**19,012.61**
11/06/2025	333996	1241	ALL MAINTENANCE SUPPLY INC	00149361-01	SOAP DISPENSER FOR MENS RR AT	1106000 |560180|		2026/5	116.12
						Total For Check #	**333996**		**116.12**
11/06/2025	333998	4940	ALPHA AWARDS AND	INV-1728	INV-1728 OCT 23, 2025	1106002 |560330|		2026/5	84.00
						Total For Check #	**333998**		**84.00**
11/06/2025	333999	4935	AMAZON.COM SALES INC	1L46-Y49N-461T	Items needed for Sign Shop-Requested	1105315 |560230|		2026/5	80.20
				19P3-RYYR-RCYH	ITEM: CyberPower EC850LCD Ecologic	1101501 |560240|		2026/5	101.79
				1LVR-D3KF-6JL7	Office Supplies	1101102 |560030|		2026/5	10.39
				1LVR-D3KF-6JL7	Office Supplies	1101102 |560230|		2026/5	17.62
				1TJM-D7X3-1K4G	Recreation Supplies CPCC & RH	1106002 |560330|		2026/5	12.99
				1TVM-WPVD-FM9T	ITEM: Pilot Precise V7 RT Refillable	1101400 |560030|		2026/5	79.37
				1CK7-C633-9CNV	IT Patch Cables	1101200 |560230|		2026/5	57.90
						Total For Check #	**333999**		**360.26**
11/06/2025	334000	11	ANCHOR STONE CO	252860604	BLANKET PO (BACKUP BIDDER#2 FOR	1105300 |560230|		2026/5	195.45
						Total For Check #	**334000**		**195.45**
11/06/2025	334001	4846	APAC-CENTRAL, INC.	7002346558	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/5	1,186.29
				7002337318	BLANKET PO FOR AGGREGATE	1105300 |560800|		2026/5	883.00
				7002337574	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/5	871.29
				7002337591	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/5	127.26
						Total For Check #	**334001**		**3,067.84**
11/06/2025	334003	885	ATWOOD DISTRIBUTING LP	3665	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/5	38.15
				3674	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/5	11.99
				3662	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/5	41.98

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				3660	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/5	214.96
				3660	BLANKET PO SAFETY SHOES & MISC	1105300 |560240|		2026/5	1,109.97
				3658	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/5	80.97
				3671	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/5	3.44
						Total For Check # 334003			**1,501.46**
11/06/2025	334004	12	AVB	SEPT 2025 PAYROLL	PAYROLL SEPT 2025	1101501 |550280|		2026/5	173.73
				SEPT 2025 VENDOR	VENDOR SEPT 2025	1101501 |550280|		2026/5	37.59
						Total For Check # 334004			**211.32**
11/06/2025	334005	767	B & B ELECTRIC CO.	69323	Installation of seal plate and gasket on	1106002 |540070|		2026/5	510.65
						Total For Check # 334005			**510.65**
11/06/2025	334008	1315	UNITED FORD SOUTH LLC	7820451	UNIT 2578- BRIAN GAYNOR	1101200 |540200|		2026/5	439.90
						Total For Check # 334008			**439.90**
11/06/2025	334012	5293	BLUEZOO, INC	1330	BlueZoo FLOW Software	1101200 |540550|		2026/1	648.00
				1413	BLUEZOO ORDER FOR PARK	1101200 |540550|		2026/5	5,184.00
						Total For Check # 334012			**5,832.00**
11/06/2025	334015	2910	BROKEN ARROW CHAMBER OF	79703	79703 10/16/2025	1101315 |530110|		2026/5	100.00
						Total For Check # 334015			**100.00**
11/06/2025	334020	297	C J MOLONEYS REST & PUB	10152025	FOOD FOR LEADERSHIP LUNCH &	1101700 |560230|		2026/5	675.00
						Total For Check # 334020			**675.00**
11/06/2025	334021	1183	CARD QUEST	131857	131857 SEPT 16, 2025	1101200 |560230|		2026/5	248.00
						Total For Check # 334021			**248.00**
11/06/2025	334022	3492	CAROLYN JEAN KEY	OCT 2025	75 INSTRUCTOR ZUMBA & GOLD	1106002 |550280|		2026/5	74.70
						Total For Check # 334022			**74.70**
11/06/2025	334026	37	CINTAS CORPORATION	5299064101	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/5	174.94
				5299064102	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/5	23.16
				5299674707	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/5	59.10
				5299674708	BLANKET PO FOR ALL DEPARTMENT	1101200 |560230|		2026/5	41.54
				5299943302	BLANKET PO FOR ALL DEPARTMENT	1101400 |560230|		2026/5	263.88
				5299943302	BLANKET PO FOR ALL DEPARTMENT	1101700 |560230|		2026/5	45.00

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				5299943301	BLANKET PO FOR ALL DEPARTMENT	1101102 |560230|		2026/5	90.80
				5299234007	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/5	44.89
						Total For Check # 334026			**743.31**
11/06/2025	334027	996	CITY OF BROKEN ARROW	179057	Payroll Run 1 - Warrant 251024	110 |218180|		2026/4	846.64
				179057	Payroll Run 1 - Warrant 251024	110 |218360|		2026/4	7,163.70
						Total For Check # 334027			**8,010.34**
11/06/2025	334030	1391	CLEAN THE UNIFORM CO	52160319	52160319 10/22/2025	1106002 |540330|		2026/5	26.19
				52160790	52160790 10/24/2025	1101415 |540310|		2026/5	49.84
				52160796	52160796 10/24/2025	1106002 |540330|		2026/5	33.17
				52161422	52161422 OCT 29, 2025	1106005 |540330|		2026/5	1.32
				92160795	RENTAL CHARGES FOR DIVISION	1106000 |540310|		2026/5	113.26
				92160795	RENTAL CHARGES FOR DIVISION	1106000 |540330|		2026/5	0.34
				52160318	RENTAL CHARGES FOR DIVISION	1106000 |540310|		2026/5	33.04
				52160318	RENTAL CHARGES FOR DIVISION	1106003 |540310|		2026/5	50.10
				52161976	NAVY MATS FOR COURT JUSTICE	1101800 |540330|		2026/5	7.84
						Total For Check # 334030			**315.10**
11/06/2025	334032	5323	COLUMN SOFTWARE PBC	9B37CAF5-0083	PUBLICATION OF LEGAL NOTICES	1101410 |550050|		2026/5	165.15
				9B37CAF5-0084	PUBLICATION OF LEGAL NOTICES	1101410 |550050|		2026/5	208.10
				9B37CAF5-0085	PUBLICATION OF LEGAL NOTICES	1101410 |550050|		2026/5	141.46
				B6BD5005-0254	PUBLICATIONS TULSA WORLD &	1101700 |550050|		2026/5	63.64
				B6BD5005-0251	PUBLICATIONS TULSA WORLD &	1101700 |550050|		2026/5	17.87
				B6BD5005-0262	PUBLICATIONS TULSA WORLD &	1101700 |550050|		2026/5	104.64
				B6BD5005-0252	PUBLICATIONS TULSA WORLD &	1101700 |550050|		2026/5	91.59
				B6BD5005-0263	PUBLICATIONS TULSA WORLD &	1101700 |550050|		2026/5	111.25
				B6BD5005-0255	PUBLICATIONS TULSA WORLD &	1101700 |550050|		2026/5	92.68
				B6BD5005-0250	PUBLICATIONS TULSA WORLD &	1101700 |550050|		2026/5	65.25
						Total For Check # 334032			**1,061.63**
11/06/2025	334037	4684	HERITAGE LANDSCAPE	0023561310-001	Clorine for Parks & Recreation Dept.	1106000 |560340|		2026/5	1,189.60
						Total For Check # 334037			**1,189.60**
11/06/2025	334038	2449	DAVIS SUPPLY CO	0023688436-002	BLANKET PO FOR POOL SUPPLIES	1106000 |560180|		2026/5	3.30
				0023636634-001	60oz. Derigo herbicide	1106000 |560340|		2026/5	1,162.80
						Total For Check # 334038			**1,166.10**

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11/06/2025	334050	64	FEDERAL EXPRESS	9-039-44471	9-039-44471 OCT 23, 2025 1119-1744-2	1101700 |550390|		2026/5	14.47
						Total For Check # 334050			**14.47**
11/06/2025	334055	1948	FOREST ELLIOTT	OCT 2025	MARTIAL ARTS INSTRUCTOR	1106002 |550280|		2026/5	675.00
						Total For Check # 334055			**675.00**
11/06/2025	334058	1484	FUN EXPRESS,INC.	73956506701	RECREATION SUPPLIES FOR NPCC	1106002 |560330|		2026/5	76.32
						Total For Check # 334058			**76.32**
11/06/2025	334061	153	GELLCO UNIFORMS & SHOES	00302669	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/5	200.00
						Total For Check # 334061			**200.00**
11/06/2025	334064	76	GRAINGER	9676817753	36J178 Cable tie 35.4" black PK50	1106000 |560230|		2026/5	58.88
						Total For Check # 334064			**58.88**
11/06/2025	334065	79	GREEN ACRE SOD FARMS	12975	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/5	17.10
				12861	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/5	95.00
						Total For Check # 334065			**112.10**
11/06/2025	334079	3829	J & A TRAFFIC PRODUCTS	40656	Security Bolts	1105315 |560360|		2026/5	166.00
						Total For Check # 334079			**166.00**
11/06/2025	334080	3537	J & J BOWERS LAWN CARE	2511033	2511033 NOV 3, 2025	1101200 |540070|		2026/5	200.00
						Total For Check # 334080			**200.00**
11/06/2025	334082	4973	JIM NORTON FORD	F4CS26740	UNIT 1757 - JEFF	1105300 |540200|		2026/5	1,388.82
						Total For Check # 334082			**1,388.82**
11/06/2025	334083	2221	JOSEPHINE SHAW	OCT 2025	75% CYMNASTICS INSTRUCTOR	1106002 |550280|		2026/5	540.00
						Total For Check # 334083			**540.00**
11/06/2025	334084	5131	KEVIN BEHE	15069	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	1.51
				15069	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	8.35
				15069	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	4.01
				15069	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	7.01
				15069	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	8.01
				15069	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	2.00
				14795	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.35

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14795	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.99
				14795	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.95
				14795	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.67
				14795	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.91
				14795	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.48
				14765	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.35
				14765	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.99
				14765	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.95
				14765	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.67
				14765	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.91
				14765	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.48
				14683	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.28
				14683	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.59
				14683	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.76
				14683	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.34
				14683	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.53
				14683	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.38
				14768	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.29
				14768	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.59
				14768	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.76
				14768	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.34
				14768	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.53
				14768	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.38
				14754	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.35
				14754	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.99
				14754	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.95
				14754	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.67
				14754	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.91
				14754	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.48
						Total For Check #	**334084**		**64.71**
11/06/2025	334086	124	KIMS INTERNATIONAL	0153694-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/5	102.41
						Total For Check #	**334086**		**102.41**
11/06/2025	334087	125	KIRBY-SMITH MACHINERY INC	W4770902	UNIT # 1688 -JEFF	1105300 |540200|		2026/5	965.68
						Total For Check #	**334087**		**965.68**
11/06/2025	334090	614	LIGHTING INC/BROKEN ARROW	S3414606.001	BLANKET PO FOR MISC. LIGHTING	1106004 |560180|		2026/5	35.32

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					Total For Check # 334090			**35.32**
11/06/2025	334091	131 LOCKE SUPPLY COMPANY	56797074-00	BLANKET PO FOR PLUMBING &	1106002 |560180|		2026/5	152.65
			56853854-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/5	118.74
					Total For Check # 334091			**271.39**
11/06/2025	334095	25 NAPA AUTO PARTS	020576	20816T	1105300 |560200|		2026/5	85.32
			020577	732	1105300 |560200|		2026/5	10.50
			020578		1105300 |560200|		2026/5	40.00
			020580	789DEF	1106000 |560210|		2026/5	11.11
			020589	FS20194	1105300 |560200|		2026/5	103.47
			020589	400107	1105300 |560200|		2026/5	40.89
			020589	600515	1105300 |560200|		2026/5	53.43
			020589	15W40BULK	1105300 |560210|		2026/5	163.68
			020589	2413	1105300 |560230|		2026/5	6.34
			020590	29558329	1105300 |560200|		2026/5	125.87
			020590	HDATFBULK	1105300 |560210|		2026/5	98.42
			020590	2413	1105300 |560230|		2026/5	6.34
			020603	K597597530	1106000 |560200|		2026/5	108.71
			020604	794685	1106000 |560200|		2026/5	64.90
			020604	795633	1106000 |560200|		2026/5	36.70
			020604	796839	1106000 |560200|		2026/5	34.12
			020604	796508	1106000 |560200|		2026/5	34.89
			020608	889787	1106000 |560210|		2026/5	14.70
			020611	07999	1106000 |560230|		2026/5	18.31
			020617	K597597530	1106000 |560200|		2026/5	108.71
			020618	7.42055E+11	1106000 |560200|		2026/5	93.56
			020630	HC3Z16450FA	1101200 |560200|		2026/5	541.33
			020630	PC3Z2513086BA	1101200 |560200|		2026/5	130.67
			020635	K595534310	1106000 |560200|		2026/5	12.66
			020636	ETX15	1106000 |560200|		2026/5	86.00
			020638	0512246	1106000 |560190|		2026/5	580.82
			020647	5282856	1105300 |560200|		2026/5	102.14
			020647		1105300 |560200|		2026/5	45.00
			020694	7151	1106003 |560200|		2026/5	15.05
			020694	230266	1106003 |560200|		2026/5	10.91
			020694	200679	1106003 |560200|		2026/5	45.38
			020694	15W40BULK	1106003 |560210|		2026/5	48.36

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				020699	F000184	1106000 |560190|		2026/5	343.16
				020702	9080XXL	1106000 |560230|		2026/5	15.56
				020703	30053909	1105300 |560200|		2026/5	51.12
				020703	30039421	1105300 |560200|		2026/5	193.94
				020703	63PM50	1105300 |560200|		2026/5	30.42
				020703	36RM72	1105300 |560200|		2026/5	103.46
				020703	4025J	1105300 |560200|		2026/5	4.08
				020703	WRENCH	1105300 |560200|		2026/5	10.00
				020704	7502	1101800 |560200|		2026/5	4.25
				020704	4068	1101800 |560200|		2026/5	5.32
				020704	6935	1101800 |560200|		2026/5	9.55
				020704	501	1101800 |560200|		2026/5	17.66
				020704	5W20BULK	1101800 |560210|		2026/5	18.12
				020705	7035	1106000 |560200|		2026/5	8.25
				020705	500912	1106000 |560200|		2026/5	9.48
				020705	75110	1106000 |560210|		2026/5	7.44
				020707	702277	1105300 |560210|		2026/5	12.23
				020713	4025J	1106000 |560210|		2026/5	12.24
				020725	LB3253	1105300 |560200|		2026/5	233.00
				020725		1105300 |560200|		2026/5	24.42
						Total For Check #	**334095**		**3,991.99**
11/06/2025	334099	773	OFMA	2511	2511 10/19/2025	1101400 |530850|		2026/5	10.00
						Total For Check #	**334099**		**10.00**
11/06/2025	334102	98	OKLAHOMA NATURAL GAS CO	249790245 10222025	210104103 2497902 45 OCT 22, 2025 400	1106004 |550240|		2026/5	201.57
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1101700 |550240|		2026/5	62.42
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1105300 |550240|		2026/5	62.67
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106004 |550240|		2026/5	183.96
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1101315 |550240|		2026/5	15.16
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106004 |550240|		2026/5	62.34
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106004 |550240|		2026/5	190.59
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1101200 |550240|		2026/5	186.17
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106001 |550240|		2026/5	74.96
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106002 |550240|		2026/5	30.33
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1101700 |550240|		2026/5	198.77
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1101700 |550240|		2026/5	183.22
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106002 |550240|		2026/5	191.40

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				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106000 |550240|		2026/5	46.18
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1105300 |550240|		2026/5	189.12
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106005 |550240|		2026/5	56.48
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106002 |550240|		2026/5	30.33
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1106002 |550240|		2026/5	366.44
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	1101700 |550240|		2026/5	30.45
						Total For Check #	**334102**		**2,362.56**
11/06/2025	334105	460	ORPS	02230	02230 10/23/2025	1106002 |530110|		2026/5	375.00
				02231	02231 10/23/2025	1106002 |530110|		2026/5	375.00
				02232	02232 10/23/2025	1106002 |530110|		2026/5	375.00
				02233	02233 10/23/2025	1106002 |530110|		2026/5	375.00
				02234	02234 10/23/2025	1106002 |530110|		2026/5	375.00
				02235	02235 10/23/2025	1106002 |530110|		2026/5	375.00
				02236	02236 10/23/2025	1106002 |530110|		2026/5	375.00
						Total For Check #	**334105**		**2,625.00**
11/06/2025	334110	1638	PONDS RX OK, INC	68696	POND MAINTEANCE 11/2025	1106003 |540280|		2026/5	1,387.00
						Total For Check #	**334110**		**1,387.00**
11/06/2025	334125	201	ROYAL PRINTING	66976	66976 10/14/2025	1101315 |550360|		2026/5	16.50
				67041	MAGNETIC NAME TAG FOR KRISTA	1101400 |550360|		2026/5	33.00
						Total For Check #	**334125**		**49.50**
11/06/2025	334129	335	SERVICE OKLAHOMA	L0091278040	L0091278040 OCT 29, 2025	1105300 |560230|		2026/5	51.00
				L0091278040	L0091278040 OCT 29, 2025	1106000 |560230|		2026/5	51.00
				L2108382040R	L2108382040R AUG 19, 2025	1105300 |560230|		2026/5	68.00
						Total For Check #	**334129**		**170.00**
11/06/2025	334131	834	SOFTWARE HOUSE	B20411948	MS Sentinel Usage for '26	1101200 |540550|		2026/5	1,209.34
						Total For Check #	**334131**		**1,209.34**
11/06/2025	334133	2144	SITE ONE LANDSCAPE SUPPLY	159622782-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/5	51.51
				159827896-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/5	9.02
				159765149-001	BLANKET PO FOR IRRIGATION	1106003 |560340|		2026/5	48.87
				159770412-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/5	11.44
				159909031-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/5	91.15
						Total For Check #	**334133**		**211.99**

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11/06/2025	334134	303	SMITH FARM & GARDEN CO	106582	BLANKET PO FOR MISC. PARTS	1106000 |560310|		2026/5	82.50
						Total For Check # 334134			**82.50**
11/06/2025	334138	3871	SUMMIT FIRE & SECURITY LLC	3528127	3528127 SEPT 18, 2025	1101200 |540550|		2026/5	245.00
						Total For Check # 334138			**245.00**
11/06/2025	334144	1230	TULSA COUNTY	10014893	10014893 10/15/2025	1101315 |550360|		2026/5	20.00
						Total For Check # 334144			**20.00**
11/06/2025	334145			10014892	10014892 10/15/2025	1101315 |550360|		2026/5	20.00
						Total For Check # 334145			**20.00**
11/06/2025	334147	2390	TULSA TECHNOLOGY CENTER	BFB1F8DA	BFB1F8DA OCT 23, 2025	1101102 |530110|		2026/5	330.00
						Total For Check # 334147			**330.00**
11/06/2025	334148	949	TULSA WINNELSON COMPANY	652850 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/5	118.66
				651693 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/5	75.37
				642311 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/5	25.25
						Total For Check # 334148			**219.28**
11/06/2025	334152	744	UNITED RENTALS, INC	249896959-005	BLANKET PO FOR MISC RENTALS	1101400 |540280|	2514040	2026/5	375.00
						Total For Check # 334152			**375.00**
11/06/2025	334155	819	VANCE BROTHERS LLC	IT00010240	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/5	179.40
						Total For Check # 334155			**179.40**
11/06/2025	334158	1169	VERIZON	6126578749	6126578749 SEPT 22-OCT 21, 2025	1101200 |550540|		2026/5	40.01
						Total For Check # 334158			**40.01**
11/06/2025	334160	5302	VERSALIFT SOUTHWEST, LLC	175950	UNIT # 1478 - GAYNOR	1105310 |540200|		2026/5	725.00
				175949	UNIT # 2028 -bRIAN GAYNOR	1105310 |540200|		2026/5	725.00
				175948	UNIT #2135 - BRIAN GAYNOR	1105310 |540200|		2026/5	725.00
						Total For Check # 334160			**2,175.00**
11/06/2025	334163	1095	WINDSTREAM HOLDINGS II LLC	77221473	77221473 OCT 1, 2025 220557133	1101315 |550540|		2026/5	96.99
				100642705 10282025	100642705 OCT 28, 2025 035-900-0414	1101700 |550220|		2026/5	305.32
						Total For Check # 334163			**402.31**

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11/06/2025	334165	264	YOUTH SERVICES OF TULSA	NOV 2025	CONTRACT AGREEMENT	1101700 |550100|		2026/5	2,500.00
						Total For Check # 334165			**2,500.00**
11/06/2025	334166	2188	ZERO WASTE USA DBA DOG	787146	DEPOT-022-B-GRN dog waste station	1106000 |560240|		2026/5	675.94
						Total For Check # 334166			**675.94**
11/07/2025	334167	22	BROKEN ARROW SENIORS INC	42340	BASI CONTRACTUAL AGREEMENT OCT	1106002 |550100|		2026/5	896.89
						Total For Check # 334167			**896.89**
11/07/2025	334169	25	NAPA AUTO PARTS	020860	FS20194	1105300 |560200|		2026/5	103.47
				020860	600515	1105300 |560200|		2026/5	53.43
				020860	400107	1105300 |560200|		2026/5	40.89
				020860	15W40BULK	1105300 |560210|		2026/5	163.68
				020860	2413	1105300 |560230|		2026/5	6.34
				020868	550049483	1106000 |560210|		2026/5	39.48
				020868	75100	1106000 |560210|		2026/5	7.52
				020868	822384	1106000 |560210|		2026/5	14.28
				020868	49005	1106000 |560230|		2026/5	8.67
				020873	5193514	1105300 |560190|		2026/5	268.98
				020875	2413	1105300 |560230|		2026/5	6.34
				020878	10875	1106000 |560200|		2026/5	34.17
				020881	8600201	1105300 |560200|		2026/5	491.50
				020892	3157N	1106000 |560200|		2026/5	0.61
				020892	31200	1106000 |560210|		2026/5	20.46
				020893	F013868	1106005 |560190|		2026/5	386.56
				020894	MC23PF	1106000 |560200|		2026/5	583.29
				020900	46AW2BULK	1106000 |560210|		2026/5	53.34
				020905	46AW2BULK	1105300 |560210|		2026/5	67.31
						Total For Check # 334169			**2,350.32**
						Total For Fund 110			**196,194.55**
						Number of Invoices For Fund 110			**555**

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10/30/2025	333829	5131	KEVIN BEHE	14505	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	1.14
				14192	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	1.43
				14190	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	1.14
				14662	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	1.43
				15061	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	4.87
				14766	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	1.14
				14792	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	1.15
				14752	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	0.86
				14753	CITY COUNCIL 07/14/25	2271700 |540070|		2026/4	1.43
						Total For Check # 333829			**14.59**
10/30/2025	333832	2513	KRYPTONITE KUSTOMZ	2121	2121 09/10/2025	2271700 |570020|	2517190	2026/4	3,850.00
						Total For Check # 333832			**3,850.00**
10/30/2025	333938	1095	WINDSTREAM HOLDINGS II LLC	220557133 09012025	FY26 ANNUAL AGREEMENT	2271700 |550540|		2026/4	80.99
				220557133 10012025	FY26 ANNUAL AGREEMENT	2271700 |550540|		2026/4	96.99
						Total For Check # 333938			**177.98**
11/06/2025	333963	4548	MAKALA BARTON	PDR 10182025	PER DIEM REQUEST - OCT 18, 2025	2271700 |550030|		2026/5	20.40
				MLG 10182025	MILEAGE REIMBURSEMENT - OCT 18,	2271700 |550030|		2026/5	177.40
						Total For Check # 333963			**197.80**
11/06/2025	333994	149	AMERICAN ELECTRIC	393-103-0-6 10202025	FY26 ANNUAL AGREEMENT 959-393-103-	2271700 |550250|		2026/5	111.40
						Total For Check # 333994			**111.40**
11/06/2025	334029	5360	CLARITY OF PLACE INC	282	CONSULTING SERVICES	2271700 |530870|		2026/5	4,800.00
						Total For Check # 334029			**4,800.00**
11/06/2025	334084	5131	KEVIN BEHE	15069	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	6.01
				14795	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.43
				14765	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.43
				14683	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.15
				14768	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.14
				14754	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.43
						Total For Check # 334084			**12.59**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334102	98	OKLAHOMA NATURAL GAS CO	267746591 10272025	213955901-2677465-91 OCT 27, 2025	2271700 |550240|		2026/5	15.17
						Total For Check # 334102			**15.17**
11/06/2025	334128	5395	SAN JUANITA I URIA	205960	INV# 205960 WEDDING WEDNESDAY	2271700 |530870|		2026/5	200.00
						Total For Check # 334128			**200.00**
11/06/2025	334163	1095	WINDSTREAM HOLDINGS II LLC	77221473	77221473 OCT 1, 2025 220557133	2271700 |550540|		2026/5	96.99
						Total For Check # 334163			**96.99**
						Total For Fund 227			**9,476.52**
						Number of Invoices For Fund 227			**25**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334002	592	APPLIED CONCEPTS INC	466755	Stalker Radars for New Patrol Vehicles	3293001 |570020|	2630010	2026/5	14,200.00
				466755	Stalker Radars for New Patrol Vehicles	3293001 |570020|	2630030	2026/5	1,775.00
						Total For Check # 334002			**15,975.00**
11/06/2025	334156	868	COUNTRY FORD-MERCURY INC	84794	CITY COUNCIL APPROVED 08/19/25	3296000 |570020|	2660010	2026/5	53,342.50
						Total For Check # 334156			**53,342.50**
						Total For Fund 329			**69,317.50**
						Number of Invoices For Fund 329			**3**

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10/30/2025	333779	1253	CEC CORPORATION	202510141 2360450	Garden At Central Park	3306000 |570150|	2360450	2026/4	840.00
						Total For Check # 333779			**840.00**
10/30/2025	333783	5527	CITY AWNING CO LLC	00011	INSTALL NEW EAST SIDE AWNING AT	3303501 |570150|	2635020	2026/4	5,500.00
						Total For Check # 333783			**5,500.00**
10/30/2025	333791	634	DELL MARKETING L.P.	10842986298	5 laptops PC replacement	3301200 |570170|		2026/4	7,988.30
				10842986298	5 laptops PC replacement	3301200 |570170|	2612030	2026/4	8,380.10
						Total For Check # 333791			**16,368.40**
10/30/2025	333809	5429	FRANKFURT SHORT BRUZA	21733	Rose District Master Plan 2417300	3301700 |570160|	2617040	2026/4	12,102.50
				22043	Rose District Master Plan 2417300	3301700 |570160|	2617040	2026/4	13,927.51
				21901	Rose District Master Plan 2417300	3301700 |570160|	2617040	2026/4	19,460.89
						Total For Check # 333809			**45,490.90**
10/30/2025	333812	5459	GEARGRID, LLC	0026653-IN	401021 Hanger-Coat-Flat	3303501 |570150|	2635020	2026/4	12,177.00
						Total For Check # 333812			**12,177.00**
10/30/2025	333833	4311	L&M OFFICE FURNITURE	78537	H1522 Wood center drawer 22wx15-3/8d	3303501 |570190|	2635130	2026/4	313.51
						Total For Check # 333833			**313.51**
10/30/2025	333834	1052	L&W SUPPLY CORPORATION	1015605928-001	BLANKET PO FOR BUILDING SUPPLIES	3301700 |570150|	2217090	2026/4	1,061.12
						Total For Check # 333834			**1,061.12**
10/30/2025	333852	5247	NEXLEVEL REDI MIX LLC	5417	Blanket PO for Concrete	3301700 |570150|	191711	2026/4	1,525.00
						Total For Check # 333852			**1,525.00**
10/30/2025	333861	4508	C A ASSETS LLC	28401	NEW EAST GARAGE DOORS FOR	3303501 |570170|	2635100	2026/4	225.00
						Total For Check # 333861			**225.00**
10/30/2025	333867	5439	RIGID EMERGENCY VEHICLES	911-17	CITY COUNCIL APPROVED 07/14/25	3303001 |570020|	2530010	2026/4	3,645.00
				911-18	CITY COUNCIL APPROVED 07/14/25	3303001 |570020|	2530010	2026/4	3,645.00
						Total For Check # 333867			**7,290.00**
10/30/2025	333882	4381	HOWMEDICA OSTEONICS	9210284424	New Lifepak 35's for BAFD	3303502 |570170|	2635180	2026/4	884.62
						Total For Check # 333882			**884.62**
10/30/2025	333887	5541	TRICERA LLC	25-0074	Prof Consultant Srvcs Agreement-Tricera	3306002 |570160|	2660350	2026/4	7,200.00

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						Total For Check # 333887			**7,200.00**
10/30/2025	333931	2072	WALLACE DESIGN COLLECTIVE	269089	Wallace agreement for Rose Dist Parking	3301700 |570170|	2417280	2026/4	2,000.00
						Total For Check # 333931			**2,000.00**
11/03/2025	202738	4335	BANK OF AMERICA NA	IP7H4CTCRS	INV 1P7H4CTCRS OCTOBER 21, 2025	3301700 |584010|		2026/5	613,036.51
				IP7H4CTCRS	INV 1P7H4CTCRS OCTOBER 21, 2025	3301700 |584020|		2026/5	17,441.74
						Total For Check # 202738			**630,478.25**
11/03/2025	202739			3232867 OCT 2025	3232867 0 8047573A / ADMIN NO:	3301700 |584020|		2026/5	5,474.09
						Total For Check # 202739			**5,474.09**
11/06/2025	334012	5293	BLUEZOO, INC	1413	BLUEZOO ORDER FOR PARK	3301200 |570170|	2612040	2026/5	1,240.00
						Total For Check # 334012			**1,240.00**
11/06/2025	334019	594	BUILDERS SUPPLY, INC.	791476	BLANKET PO FOR MISC BUILDING	3301700 |570150|	2217090	2026/5	46.29
				791533	BLANKET PO FOR MISC BUILDING	3301700 |570150|	2217090	2026/5	92.58
						Total For Check # 334019			**138.87**
11/06/2025	334031	4900	COLBURN ELECTRIC LLC	2865MS1	REMODEL IT COMMS BUILDING -	3301200 |570170|	2612070	2026/5	3,965.00
						Total For Check # 334031			**3,965.00**
11/06/2025	334038	2449	DAVIS SUPPLY CO	0023688436-001	BLANKET PO FOR POOL SUPPLIES	3306000 |570170|	2660210	2026/5	557.70
						Total For Check # 334038			**557.70**
11/06/2025	334051	2822	FIREHOSEDIRECT	S210931	Adapter caps	3303501 |570170|	2635060	2026/5	829.60
						Total For Check # 334051			**829.60**
11/06/2025	334081	3817	JACOBS ENGINEERING GROUP	W7Y61700-004	2417260 Jacobs Project	3301700 |570170|	2417260	2026/5	89,984.58
						Total For Check # 334081			**89,984.58**
11/06/2025	334092	545	MAGNUM CONSTRUCTION INC	PA 1 2417280	Rose District Parking Lot	3301700 |570170|	2417280	2026/5	202,086.85
						Total For Check # 334092			**202,086.85**
11/06/2025	334130	81	SHERWIN WILLIAMS CO	92496119791025	BLANKET PO FOR PAINT SUPPLIES	3301700 |570150|	2217090	2026/5	30.95
						Total For Check # 334130			**30.95**
11/06/2025	334138	3871	SUMMIT FIRE & SECURITY LLC	5004043	NEW FIRE ALARM SYSTEM FOR FIRE	3303501 |570170|	2635090	2026/5	7,201.50

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						Total For Check # 334138			**7,201.50**
11/06/2025	334142	1089	TRANE COMPANY	315749675	CITY COUNCIL APPROVED 02/25/25	3301700 |570170|	2517020	2026/5	12,249.00
						Total For Check # 334142			**12,249.00**
11/06/2025	334156	868	COUNTRY FORD-MERCURY INC	84495	CITY COUNCIL APPROVED 09/02/25	3305300 |570020|	2653130	2026/5	46,781.00
						Total For Check # 334156			**46,781.00**
11/07/2025	334169	25	NAPA AUTO PARTS	020904	127504	3305300 |570020|	2653130	2026/5	1,324.44
						Total For Check # 334169			**1,324.44**
						Total For Fund 330			**1,103,217.38**
						Number of Invoices For Fund 330			**33**

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10/30/2025	333753	4935	AMAZON.COM SALES INC	19HH-WTQJ-KCD7	AI Translator for SIU	3313001 |560240|	STCRIM	2026/4	299.99
						Total For Check # 333753			**299.99**
						Total For Fund 331			**299.99**
						Number of Invoices For Fund 331			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/06/2025	334107	5379	RAZNATION LLC	36825	PFT105-I Playground Equipment Olympic	3326000 |570170|	2360380	2026/5	31,417.00
						Total For Check # 334107			**31,417.00**
						Total For Fund 332			**31,417.00**
						Number of Invoices For Fund 332			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333803	1203	EXACOM, INC	250920901	Exacom Technical Refresh Solution for	3363006 |570170|	2630080	2026/4	48,253.37
						Total For Check # 333803			**48,253.37**
						Total For Fund 336			**48,253.37**
						Number of Invoices For Fund 336			**1**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333750	149 AMERICAN ELECTRIC	343-742-0-7 10162025	950-343-742-0-7 OCT 16, 2025 3590 W	3425300 |550250|		2026/4	64.24
			959-474-0-9 10142025	955-959-474-0-9 OCT 14, 2025 2400 N	3425300 |550250|		2026/4	70.41
					Total For Check # 333750			**134.65**
10/30/2025	333751		167-21576654	STREET LIGHT	3425300 |540280|		2026/4	5,593.90
					Total For Check # 333751			**5,593.90**
10/30/2025	333841	131 LOCKE SUPPLY COMPANY	56691213-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/4	31.19
			56643701-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/4	177.55
					Total For Check # 333841			**208.74**
11/06/2025	333994	149 AMERICAN ELECTRIC	662-793-0-3 10172025	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/5	175.43
			913-008-1-1 10172025	FY26 ANNUAL AGREEMENT 953-913-008-	3425300 |550250|		2026/5	191.75
			502-247-0-5 10202025	953-502-247-0-5 OCT 20, 2025 2501 W	3425300 |550250|		2026/5	57.50
					Total For Check # 333994			**424.68**
11/06/2025	334108	3152 PARADIGM TRAFFIC SYSTEMS	39446	inverter-for Gary Harris	3425300 |560350|		2026/5	1,400.00
					Total For Check # 334108			**1,400.00**
					Total For Fund 342			**7,761.97**
					Number of Invoices For Fund 342			**9**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333746	4394	ACTION SAFETY SUPPLY CO,	PA 8 ST25140	CITY COUNCIL APPROVED 04/01/25	3435300 |570150|	ST25140	2026/4	60,874.97
						Total For Check # 333746			**60,874.97**
10/30/2025	333793	3307	DP SUPPLY	036561	HP Storm Pipe-Matt Duran	3435300 |570150|	ST24270	2026/4	1,756.80
						Total For Check # 333793			**1,756.80**
10/30/2025	333811	674	GARVER ENGINEERS	23T27010-14	Kenosha Sidewalks sycamore to Redbud	3435300 |570160|	ST23290	2026/4	3,778.50
						Total For Check # 333811			**3,778.50**
10/30/2025	333843	3480	MARQUARDT ENGINEERING	PA 6 ST2005	Concrete Panel Replacement Residential	3435300 |570160|	ST2005	2026/4	14,250.00
						Total For Check # 333843			**14,250.00**
11/06/2025	333993	2243	ADVANCED WORKZONE	0034784-IN	TR Stripe-Multi Polymer	3435300 |570150|	ST26030	2026/5	41,116.45
						Total For Check # 333993			**41,116.45**
11/06/2025	334001	4846	APAC-CENTRAL, INC.	7002346583	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26040	2026/5	42,077.25
						Total For Check # 334001			**42,077.25**
11/06/2025	334041	3307	DP SUPPLY	036207	Stormwater materials-Matt Duran	3435300 |570150|	ST24270	2026/5	510.80
						Total For Check # 334041			**510.80**
11/06/2025	334045	1275	ERGON ASPHALT &	9403581183	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26040	2026/5	2,210.26
						Total For Check # 334045			**2,210.26**
						Total For Fund 343			**166,575.03**
						Number of Invoices For Fund 343			**8**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333715	5561	BRIAN SCOTT	PDR 11142025	PER DIEM 11/14/2025 EUTHANASIA	3443001 |550030|		2026/4	34.00
						Total For Check # 333715			**34.00**
10/30/2025	333720	5560	HANNAH PERRY	PDR 11032025	PER DIEM 11/03/2025 FBI-LEEDA MPR	3443001 |550030|		2026/4	170.00
						Total For Check # 333720			**170.00**
10/30/2025	333721	2610	KEVIN TOLIVER	PDR 11102025	PER DIEM 11/10/2025 NEGOTIATION	3443001 |550030|		2026/4	34.00
						Total For Check # 333721			**34.00**
10/30/2025	333722	2196	MARK WILLIAMSON	PDR 11102025	PER DIEM NEGOTIATION TEAM COURSE	3443001 |550030|		2026/4	34.00
						Total For Check # 333722			**34.00**
10/30/2025	333737	2894	RODNEY GARNER	PDR 11102025	PER DIEM REQUEST 11/10/2025	3443001 |550030|		2026/4	34.00
						Total For Check # 333737			**34.00**
10/30/2025	333742	1335	911 CUSTOM	61647	61647 07/30/2025	3443001 |560200|		2026/4	221.64
						Total For Check # 333742			**221.64**
10/30/2025	333748	489	ADMIRAL EXPRESS LLC	208431-S	208431-S SEPT 30, 2025	3443001 |560030|		2026/4	261.27
						Total For Check # 333748			**261.27**
10/30/2025	333750	149	AMERICAN ELECTRIC	086-363-1-7 10142025	FY26 ANNUAL AGREEMENT - SINGLES	3443001 |550250|		2026/4	30.92
						Total For Check # 333750			**30.92**
10/30/2025	333753	4935	AMAZON.COM SALES INC	1PYH-R4V1-PMD4	SRT Order and Packing Tape for Records	3443010 |560030|		2026/4	36.54
				1PYH-R4V1-PMD4	SRT Order and Packing Tape for Records	3443001 |560230|		2026/4	119.96
				1PYH-R4V1-PMD4	SRT Order and Packing Tape for Records	3443001 |560240|		2026/4	283.88
				1114-R44T-TFKF	Replacement Phone Case for K Cook,	3443001 |560030|		2026/4	182.09
				1114-R44T-TFKF	Replacement Phone Case for K Cook,	3443001 |560230|		2026/4	23.90
				1D4V-NNVW-V71F	Replacement Phone Case for K Cook,	3443001 |560030|		2026/4	79.99
				1DJ4-7Y17-CD4D	Keyboards for Dispatch	3443006 |560230|		2026/4	419.85
				1L9V-CMLP-4NKK	Item needed for Brett Burton	3443001 |560550|		2026/4	37.36
				139V-FTX6-PTJ7	Printer toner-Tim Boni	3443009 |560030|		2026/4	39.36
				19P3-RYYR-6HXN	Keyboard for Brandon Reynolds	3443006 |560230|		2026/4	33.24
						Total For Check # 333753			**1,256.17**
10/30/2025	333757	739	ANIMAL CARE EQUIPMENT &	137254	cardboard cat carriers	3443009 |560230|		2026/4	892.52
						Total For Check # 333757			**892.52**

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10/30/2025	333762	4763	B&M SUPPLIERS LLC	BLM-0850	Restock of PD and Jail Nitrile Gloves	3443001 |560110|		2026/4	3,760.40
				BLM-0850	Restock of PD and Jail Nitrile Gloves	3443008 |560110|		2026/4	663.60
						Total For Check # 333762			**4,424.00**
10/30/2025	333782	37	CINTAS CORPORATION	5297951907	BLANKET PO FOR ALL DEPARTMENT	3443001 |560230|		2026/4	199.15
						Total For Check # 333782			**199.15**
10/30/2025	333784	1391	CLEAN THE UNIFORM CO	52159694	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/4	15.30
				52121191	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/4	4.71
				52123456	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/4	4.71
				52125724	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/4	4.71
						Total For Check # 333784			**29.43**
10/30/2025	333798	1205	EMBLEMS INC	50032	Restock of Velcro PD Shoulder Patches	3443001 |560100|		2026/4	1,056.00
						Total For Check # 333798			**1,056.00**
10/30/2025	333801	696	EVIDENT INC	254171A	Fingerprint Kit Supplies for Academy	3443001 |560230|		2026/4	1,785.79
						Total For Check # 333801			**1,785.79**
10/30/2025	333819	685	GT DISTRIBUTORS INC	INV1061403	Less Lethal Launchers and Munitions for	3443001 |560320|		2026/4	4,240.52
						Total For Check # 333819			**4,240.52**
10/30/2025	333829	5131	KEVIN BEHE	14505	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	2.96
				14505	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.19
				14192	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	3.70
				14192	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.24
				14190	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	2.96
				14190	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.19
				14662	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	3.70
				14662	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.24
				15061	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	12.57
				15061	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.81
				14766	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	2.96
				14766	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.19
				14792	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	2.96
				14792	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.19
				14752	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	2.22

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				14752	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.14
				14753	CITY COUNCIL 07/14/25	3443001 |540070|		2026/4	3.70
				14753	CITY COUNCIL 07/14/25	3443009 |540070|		2026/4	0.24
						Total For Check #	**333829**		**40.16**
10/30/2025	333838	614	LIGHTING INC/BROKEN ARROW	S3407780.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/4	136.03
						Total For Check #	**333838**		**136.03**
10/30/2025	333841	131	LOCKE SUPPLY COMPANY	56618345-00	BLANKET PO FOR PLUMBING &	3443001 |560180|		2026/4	114.20
				56671872-00	BLANKET PO FOR PLUMBING &	3443001 |560180|		2026/4	49.83
						Total For Check #	**333841**		**164.03**
10/30/2025	333842	2355	LOCKEDINRN	10062025	Visiting Nurse	3443008 |530870|		2026/4	307.08
				10132025	Visiting Nurse 10/13-17/2025	3443008 |530870|		2026/4	307.08
						Total For Check #	**333842**		**614.16**
10/30/2025	333849	25	NAPA AUTO PARTS	20194	7502	3443001 |560200|		2026/4	4.25
				20194	230019	3443001 |560200|		2026/4	8.60
				20194	20811	3443001 |560210|		2026/4	23.61
				20194	115	3443001 |560210|		2026/4	14.44
				20194	5W20BULK	3443001 |560210|		2026/4	18.12
				20201	7502	3443001 |560200|		2026/4	4.25
				20201	6026PP	3443001 |560200|		2026/4	12.21
				20201	6022PP	3443001 |560200|		2026/4	10.38
				20201	20811	3443001 |560210|		2026/4	23.61
				20201	115	3443001 |560210|		2026/4	14.44
				20201	5W20BULK	3443001 |560210|		2026/4	18.12
				20206	7502	3443001 |560200|		2026/4	4.25
				20206	20811	3443001 |560210|		2026/4	23.61
				20206	115	3443001 |560210|		2026/4	14.44
				20206	5W20BULK	3443001 |560210|		2026/4	18.12
				20207	100010	3443001 |560200|		2026/4	4.55
				20207	20811	3443001 |560210|		2026/4	23.61
				20207	115	3443001 |560210|		2026/4	14.44
				20207	0W20BULK	3443001 |560210|		2026/4	23.10
				20390	2133866	3443001 |560200|		2026/4	100.40
				20390	MG0014	3443001 |560200|		2026/4	62.73
				20390	12735397	3443001 |560200|		2026/4	52.58

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			20394	7502	3443001 |560200|		2026/4	4.25
			20394	20811	3443001 |560210|		2026/4	23.61
			20394	115	3443001 |560210|		2026/4	14.44
			20394	5W20BULK	3443001 |560210|		2026/4	18.12
			20395	100255	3443001 |560200|		2026/4	4.25
			20395	20811	3443001 |560210|		2026/4	23.61
			20395	115	3443001 |560210|		2026/4	14.44
			20395	0W20BULK	3443001 |560210|		2026/4	30.80
			20398	697035	3443001 |560200|		2026/4	260.39
			20398	19180956	3443001 |560200|		2026/4	334.21
			20398		3443001 |560200|		2026/4	24.99
			20401	2607470	3443001 |560200|		2026/4	113.87
			20401	2607471	3443001 |560200|		2026/4	113.87
			20402	2653239	3443001 |560200|		2026/4	34.69
			20402	2653240	3443001 |560200|		2026/4	34.69
			20407	GB5Z6038A	3443001 |560200|		2026/4	121.04
			20417	FB5Z6068D	3443001 |560200|		2026/4	140.60
			20428	7502	3443001 |560200|		2026/4	4.25
			20428	20811	3443001 |560210|		2026/4	23.61
			20428	115	3443001 |560210|		2026/4	14.44
			20428	5W20BULK	3443001 |560210|		2026/4	18.12
			020453	100255	3443001 |560200|		2026/4	4.25
			020453	4013	3443001 |560200|		2026/4	6.23
			020453	20811	3443001 |560210|		2026/4	23.61
			020453	115	3443001 |560210|		2026/4	14.44
			020453	0W20BULK	3443001 |560210|		2026/4	30.80
			020453	490	3443001 |560230|		2026/4	13.89
			020455	F000702	3443001 |560190|		2026/4	198.13
			020456	F008921	3443001 |560190|		2026/4	356.04
			020468	7060	3443001 |560200|		2026/4	4.25
			020468	20811	3443001 |560210|		2026/4	23.61
			020468	115	3443001 |560210|		2026/4	14.44
			020468	5W20BULK	3443001 |560210|		2026/4	21.14
			020469	7060	3443001 |560200|		2026/4	4.25
			020469	20811	3443001 |560210|		2026/4	23.61
			020469	115	3443001 |560210|		2026/4	14.44
			020469	5W20BULK	3443001 |560210|		2026/4	21.14
			020470	MTP49H8	3443001 |560200|		2026/4	150.37

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			020474	7060	3443001 |560200|		2026/4	4.25
			020474	20811	3443001 |560210|		2026/4	23.61
			020474	115	3443001 |560210|		2026/4	14.44
			020474	5W20BULK	3443001 |560210|		2026/4	21.14
			020475	7060	3443001 |560200|		2026/4	4.25
			020475	20811	3443001 |560210|		2026/4	23.61
			020475	115	3443001 |560210|		2026/4	14.44
			020475	5W20BULK	3443001 |560210|		2026/4	21.14
			020476	947123	3443001 |560200|		2026/4	113.50
			020476	BR930809	3443001 |560200|		2026/4	150.28
			020483	MTP65HD	3443001 |560200|		2026/4	139.22
			020485	6026PP	3443001 |560200|		2026/4	12.21
			020485	6022PP	3443001 |560200|		2026/4	10.38
			020485	7502	3443001 |560200|		2026/4	4.25
			020485	20811	3443001 |560210|		2026/4	23.61
			020485	115	3443001 |560210|		2026/4	14.44
			020485	5W20BULK	3443001 |560210|		2026/4	18.12
			020498	7060	3443001 |560200|		2026/4	4.25
			020498	20811	3443001 |560210|		2026/4	23.61
			020498	115	3443001 |560210|		2026/4	14.44
			020498	5W20BULK	3443001 |560210|		2026/4	21.14
			020499	100255	3443001 |560200|		2026/4	4.25
			020499	20811	3443001 |560210|		2026/4	23.61
			020499	115	3443001 |560210|		2026/4	14.44
			020499	0W20BULK	3443001 |560210|		2026/4	30.80
			020500	7060	3443001 |560200|		2026/4	4.25
			020500	20811	3443001 |560210|		2026/4	23.61
			020500	115	3443001 |560210|		2026/4	14.44
			020500	5W20BULK	3443001 |560210|		2026/4	21.14
			020501	4313	3443001 |560200|		2026/4	8.88
			020501	20811	3443001 |560210|		2026/4	23.61
			020501	115	3443001 |560210|		2026/4	14.44
			020501	0W20BULK	3443001 |560210|		2026/4	30.80
			020521	FB5Z17A605B	3443001 |560200|		2026/4	42.22
			020521	FB5Z17603A	3443001 |560200|		2026/4	49.18
			020522	FB5Z17603A	3443001 |560200|		2026/4	49.18
			020522	FB5Z17A605B	3443001 |560200|		2026/4	42.22
			020523	230266	3443009 |560200|		2026/4	10.91

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				020523	9883	3443009 |560200|		2026/4	12.73
				020523	7502	3443009 |560200|		2026/4	4.25
				020523	5W20BULK	3443009 |560210|		2026/4	24.16
				020523	2413	3443009 |560230|		2026/4	6.34
				020523	9080XL	3443009 |560230|		2026/4	15.56
				020526	F000702	3443001 |560190|		2026/4	990.65
				020532	DG1Z1015ACP	3443001 |560200|		2026/4	142.02
						Total For Check #	**333849**		**5,070.81**
10/30/2025	333850			020460	51886	3443001 |560200|		2026/4	29.74
				020466	1DEX	3443001 |560210|		2026/4	24.88
				020493	7041929	3443001 |560200|		2026/4	26.05
				020524	RTU1EXT	3443009 |560210|		2026/4	8.61
						Total For Check #	**333850**		**89.28**
10/30/2025	333851			20427	889787	3443001 |560200|		2026/4	44.10
						Total For Check #	**333851**		**44.10**
10/30/2025	333853	1134	NORTH AMERICAN RESCUE LLC	IN932661	Restock of PD Medical Supplies	3443001 |560110|		2026/4	6,490.40
						Total For Check #	**333853**		**6,490.40**
10/30/2025	333863	331	PUSH PEDAL PULL	411014	Maintenance on PD Treadmill	3443001 |540290|		2026/4	794.98
						Total For Check #	**333863**		**794.98**
10/30/2025	333869	3827	ROBINSON GLASS OF TULSA	2-302851	Replacement Windshield for Unit 2382	3443001 |540200|		2026/4	441.55
						Total For Check #	**333869**		**441.55**
10/30/2025	333880	4917	FIRST RESPONDER	186964-1	2 Badges for Family of Fallen Recruit	3443001 |550890|		2026/4	329.38
				186850-1	Recruit Academy Classroom Uniforms	3443001 |560100|		2026/4	221.60
				186878-1	Recruit Academy Classroom Uniforms	3443001 |560100|		2026/4	55.40
				186963-1	CSO Badges and Promotional Badges	3443001 |550280|		2026/4	240.00
				186963-1	CSO Badges and Promotional Badges	3443001 |560100|		2026/4	319.98
				186959-1	Sergeant Badge for Sgt. Oelke	3443001 |560100|		2026/4	167.42
				186962-1	CSO Badges and Promotional Badges	3443001 |560100|		2026/4	334.98
						Total For Check #	**333880**		**1,668.76**
10/30/2025	333881	4045	STEPHANIE BRADLEY	252	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/4	775.00
						Total For Check #	**333881**		**775.00**

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10/30/2025	333883	3597	CENTRALSQUARE	431725	Field Ops Subscription Fee	3443006 |540550|		2026/4	2,160.00
						Total For Check # 333883			**2,160.00**
10/30/2025	333920	3877	OLEN MASINGALE	INV 2025-0258	Contract Lawn Services, PSC, Training,	3443001 |540070|		2026/4	5,500.00
						Total For Check # 333920			**5,500.00**
10/30/2025	333936	24	WEST THOMSON REUTERS	852613057	Contract Renewal for Year 3 of PD CLEAR	3443001 |540550|		2026/4	1,763.48
						Total For Check # 333936			**1,763.48**
11/03/2025	333940	4904	AMERITAS LIFE INSURANCE	179062	Payroll Run 1 - Warrant 251024	344 |218240|		2026/4	3,627.04
						Total For Check # 333940			**3,627.04**
11/06/2025	333943	856	AMERICAN FIDELITY	179056	Payroll Run 1 - Warrant 251024	344 |218420|		2026/4	200.28
				179056	Payroll Run 1 - Warrant 251024	344 |218430|		2026/4	180.50
						Total For Check # 333943			**380.78**
11/06/2025	333944	4371	AUSTIN W SEABOLT	TRR FA2025	TUITION REIMBURSEMENT REQUEST -	3443001 |530110|		2026/5	350.45
						Total For Check # 333944			**350.45**
11/06/2025	333945	938	BRANDON TENER	T&A 10172025	TRAVEL & ACCOMMODIATION - OCT 17,	3443001 |550030|		2026/5	156.34
						Total For Check # 333945			**156.34**
11/06/2025	333946	1604	BRANNON TAYLOR	PDR 11232025	PER DIEM REQUEST - NOV 23, 2025	3443001 |550030|		2026/5	224.40
						Total For Check # 333946			**224.40**
11/06/2025	333947	2284	CASSANDRA BUHLER	PDR 11162025	PER DIEM REQUEST - NOV 16, 2025	3443001 |550030|		2026/5	142.80
						Total For Check # 333947			**142.80**
11/06/2025	333950	4633	COLONIAL LIFE & ACCIDENT	179061	Payroll Run 1 - Warrant 251024	344 |218590|		2026/4	1,417.96
						Total For Check # 333950			**1,417.96**
11/06/2025	333951	1319	COMMUNITY CARE EAP	179058	Payroll Run 1 - Warrant 251024	344 |218560|		2026/4	220.80
						Total For Check # 333951			**220.80**
11/06/2025	333952	2101	CONNER ROBINSON	T&A 10132025	TRAVEL & ACCOMMODIATION - OCT 13,	3443001 |550030|		2026/5	366.37
						Total For Check # 333952			**366.37**

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11/06/2025	333959	1550	GENESIS HEALTH CLUBS	179059	Payroll Run 1 - Warrant 251024	344 |218150|		2026/4	747.46
						Total For Check # 333959			**747.46**
11/06/2025	333961	159	PRE-PAID LEGAL SERVICES,	179054	Payroll Run 1 - Warrant 251024	344 |218100|		2026/4	942.88
						Total For Check # 333961			**942.88**
11/06/2025	333964	4905	METROPOLITAN LIFE	179063	Payroll Run 1 - Warrant 251024	344 |218340|		2026/4	1,025.60
				179063	Payroll Run 1 - Warrant 251024	344 |218480|		2026/4	3,811.28
				179063	Payroll Run 1 - Warrant 251024	344 |218590|		2026/4	831.32
						Total For Check # 333964			**5,668.20**
11/06/2025	333965	828	MICHAEL JORDAN	EMP 10242025	EMPLOYEE REIMBURSEMENT - OCT 24,	3443001 |560110|		2026/5	1,423.46
						Total For Check # 333965			**1,423.46**
11/06/2025	333982	1987	SURENCY LIFE & HEALTH INS.	179060	Payroll Run 1 - Warrant 251024	344 |218460|		2026/4	276.25
						Total For Check # 333982			**276.25**
11/06/2025	333983	4627	THOMAS COOPER	T&A 10172025	TRAVEL & ACCOMMODIATION - OCT 17,	3443001 |550030|		2026/5	238.65
						Total For Check # 333983			**238.65**
11/06/2025	333986	5216	918 WRECKER SERVICE INC.	25-304289	25-304289 OCT 29, 2025	3443001 |540200|		2026/5	60.00
				25-304097	TOW SERVICE FOR UNIT 1064	3443001 |540200|		2026/5	60.00
						Total For Check # 333986			**120.00**
11/06/2025	333991	4919	ADEMCO INC.	301271137	301271137 10/22/2025	3443009 |560240|		2026/5	975.27
						Total For Check # 333991			**975.27**
11/06/2025	333994	149	AMERICAN ELECTRIC	757-559-0-9 10172025	FY26 ANNUAL AGREEMENT SINGLES	3443001 |550250|		2026/5	332.28
						Total For Check # 333994			**332.28**
11/06/2025	333999	4935	AMAZON.COM SALES INC	1MD9-CHRQ-Q6F9	MOUSE TRAPS - ZACHARY SCHATZ	3443001 |560230|		2026/5	83.96
						Total For Check # 333999			**83.96**
11/06/2025	334002	592	APPLIED CONCEPTS INC	466755	Stalker Radars for New Patrol Vehicles	3443001 |570020|	2630020	2026/5	14,200.00
				466674	LIDARS for Traffic Unit	3443001 |570170|	2630180	2026/5	5,690.00
						Total For Check # 334002			**19,890.00**
11/06/2025	334007	910	BAYSINGER POLICE SUPPLY	1081145	1081145 10/17/2025	3443001 |560240|		2026/5	2,601.30

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						Total For Check # 334007			**2,601.30**
11/06/2025	334025	1047	CHARM-TEX	0421559-IN	Inmate hygiene	3443008 |560230|		2026/5	249.90
				0422056-IN	Inmate hygiene	3443008 |560230|		2026/5	149.00
						Total For Check # 334025			**398.90**
11/06/2025	334027	996	CITY OF BROKEN ARROW	179057	Payroll Run 1 - Warrant 251024	344 |218180|		2026/4	1,433.30
				179057	Payroll Run 1 - Warrant 251024	344 |218360|		2026/4	11,026.22
						Total For Check # 334027			**12,459.52**
11/06/2025	334030	1391	CLEAN THE UNIFORM CO	52156967	Rugs for the Animal Shelter	3443009 |540330|		2026/5	3.92
				52159200	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/5	4.85
				52159201	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/5	5.13
				52161977	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/5	15.30
						Total For Check # 334030			**29.20**
11/06/2025	334034	4896	WA BUTLR COMPANY	DS98310	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/5	1,796.32
						Total For Check # 334034			**1,796.32**
11/06/2025	334042	1132	EARTH TECH ENTERPRISES,	24411	24411 OCT 29, 2025	3443001 |530870|		2026/5	700.00
						Total For Check # 334042			**700.00**
11/06/2025	334049	4056	KIRKWALL HOLDINGS LLC	617-16569	Reserved Parking Sign for Training Center	3443001 |560230|		2026/5	95.51
						Total For Check # 334049			**95.51**
11/06/2025	334053	5472	FRANK STEVENS	6191	City Phone Chargers and Mounts for BMW	3443001 |560200|		2026/5	430.00
						Total For Check # 334053			**430.00**
11/06/2025	334054	2912	FORAY LLC DBA FORAY	8268	8268 10/15/2025	3443001 |540550|		2026/5	6,238.07
						Total For Check # 334054			**6,238.07**
11/06/2025	334063	4344	GORFAM MARKETING INC	78539	Master CPA T-Shirts	3443001 |550890|		2026/5	429.90
						Total For Check # 334063			**429.90**
11/06/2025	334073	4320	HILL'S PET NUTRITION SALES	254989698	Food for the shelter animals	3443009 |560230|		2026/5	321.40
						Total For Check # 334073			**321.40**
11/06/2025	334084	5131	KEVIN BEHE	15069	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	15.52

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				15069	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	1.00
				14795	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	3.70
				14795	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.24
				14765	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	3.70
				14765	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.24
				14683	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	2.96
				14683	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.19
				14768	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	2.96
				14768	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.19
				14754	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	3.70
				14754	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.24
						Total For Check #	**334084**		**34.64**
11/06/2025	334088	4452	L3HARRIS TECHNOLOGIES INC	93460195	93460195 09/25/2025	3443001 |540500|		2026/5	842.88
						Total For Check #	**334088**		**842.88**
11/06/2025	334093	3658	MALLORY SAFETY AND SUPPLY	6276847	SRT Cold Weather Shirts	3443001 |560100|		2026/5	142.78
				6276846	SRT Cold Weather Shirts	3443001 |560100|		2026/5	2,095.70
						Total For Check #	**334093**		**2,238.48**
11/06/2025	334095	25	NAPA AUTO PARTS	020579	7060	3443001 |560200|		2026/5	4.25
				020579	4048	3443001 |560200|		2026/5	8.88
				020579	9746	3443001 |560200|		2026/5	19.29
				020579	20811	3443001 |560210|		2026/5	23.61
				020579	115	3443001 |560210|		2026/5	14.44
				020579	5W20BULK	3443001 |560210|		2026/5	21.14
				020579	2413	3443001 |560230|		2026/5	6.34
				020591	MTP65HD	3443001 |560200|		2026/5	128.89
				020612	2344966	3443001 |560200|		2026/5	74.56
				020614	7502	3443001 |560200|		2026/5	4.25
				020614	4068	3443001 |560200|		2026/5	5.32
				020614	6935	3443001 |560200|		2026/5	9.55
				020614	20811	3443001 |560210|		2026/5	23.61
				020614	115	3443001 |560210|		2026/5	14.44
				020614	5W20BULK	3443001 |560210|		2026/5	18.12
				020621	ML2	3443001 |560200|		2026/5	47.36
				020628	GB5Z6038A	3443001 |560200|		2026/5	113.07
				020628	FB5Z6068D	3443001 |560200|		2026/5	131.33

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				020628	FB5Z6038B	3443001 |560200|		2026/5	136.79
				020629	DG1Z9034F	3443001 |560200|		2026/5	170.22
				020631	FB5Z17603A	3443001 |560200|		2026/5	49.18
				020631	FB5Z17A605B	3443001 |560200|		2026/5	42.22
				020640	GU5Z14A067B	3443001 |560200|		2026/5	915.78
				020642	BE5Z9G444B	3443001 |560200|		2026/5	107.63
				020642	2344966	3443001 |560200|		2026/5	-74.56
				020642	BE5Z9G444A	3443001 |560200|		2026/5	104.24
				020645	6026PP	3443001 |560200|		2026/5	12.21
				020645	6022PP	3443001 |560200|		2026/5	10.38
				020692	4068	3443001 |560200|		2026/5	5.32
				020692	7502	3443001 |560200|		2026/5	4.25
				020692	6935	3443001 |560200|		2026/5	9.55
				020692	20811	3443001 |560210|		2026/5	23.61
				020692	115	3443001 |560210|		2026/5	14.44
				020692	5W20BULK	3443001 |560210|		2026/5	18.12
				020695	2413	3443001 |560200|		2026/5	6.34
				020695	860	3443001 |560200|		2026/5	10.94
				020695	FT8488	3443001 |560200|		2026/5	51.28
				020695	FT8715	3443001 |560200|		2026/5	52.07
				020697	947123	3443001 |560200|		2026/5	113.50
				020717	7502	3443001 |560200|		2026/5	4.25
				020717	5W20BULK	3443001 |560210|		2026/5	21.14
				020717	20811	3443001 |560210|		2026/5	23.61
				020717	115	3443001 |560210|		2026/5	14.44
						Total For Check #	**334095**		**2,515.40**
11/06/2025	334096			020646	3157NAN	3443001 |560200|		2026/5	1.20
						Total For Check #	**334096**		**1.20**
11/06/2025	334102	98	OKLAHOMA NATURAL GAS CO	267746591 10272025	213955901-2677465-91 OCT 27, 2025	3443001 |550240|		2026/5	192.78
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3443001 |550240|		2026/5	33.06
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3443001 |550240|		2026/5	248.29
						Total For Check #	**334102**		**474.13**
11/06/2025	334106	96	OTA PIKEPASS CENTER	20251093633	20251093633 NOV 1, 2025	3443001 |550030|		2026/5	129.70
						Total For Check #	**334106**		**129.70**

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11/06/2025	334132	1586	SIGN SOLUTIONS	5661	5661 10/23/2025	3443001 |540200|		2026/5	464.00
				5655	5655 10/15/2025	3443001 |540200|		2026/5	469.00
						Total For Check # 334132			**933.00**
11/06/2025	334137	4045	STEPHANIE BRADLEY	253	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/5	1,050.00
				254	Professional Services by Dr. Bradley DVM	3443009 |560230|		2026/5	468.09
				255	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/5	1,025.00
						Total For Check # 334137			**2,543.09**
11/06/2025	334139	3597	CENTRALSQUARE	448619	448619 OCT 13, 2025	3443006 |540550|		2026/5	2,062.55
						Total For Check # 334139			**2,062.55**
11/06/2025	334140	4659	THE COMPLIANCE RESOURCE	90725	90725 08/31/2025	3443001 |530870|		2026/5	6,155.00
						Total For Check # 334140			**6,155.00**
11/06/2025	334148	949	TULSA WINNELSON COMPANY	652515 01	BLANKET PO MISC. PLUMBING	3443009 |560180|		2026/5	12.24
						Total For Check # 334148			**12.24**
11/06/2025	334151	5536	TVEYES INC	2025-P4108	TV Eyes Database for PD	3443001 |540550|		2026/5	2,400.00
						Total For Check # 334151			**2,400.00**
11/06/2025	334157	4810	VELOCITY SYSTEMS	79815	Armor for SOT Medics	3443001 |570170|	2630140	2026/5	5,847.00
						Total For Check # 334157			**5,847.00**
11/06/2025	334158	1169	VERIZON	6126578749	6126578749 SEPT 22-OCT 21, 2025	3443001 |550540|		2026/5	40.01
				6126578749	6126578749 SEPT 22-OCT 21, 2025	3443001 |550540|		2026/5	40.01
				6126578749	6126578749 SEPT 22-OCT 21, 2025	3443001 |550540|		2026/5	45.02
						Total For Check # 334158			**125.04**
11/06/2025	334161	358	WALGREENS COMPANY	500106794	500106794 09/03/2025	3443008 |530870|		2026/5	19.99
						Total For Check # 334161			**19.99**
11/07/2025	334169	25	NAPA AUTO PARTS	020859	7502	3443001 |560200|		2026/5	4.25
				020859	20811	3443001 |560210|		2026/5	23.61
				020859	115	3443001 |560210|		2026/5	14.44
				020859	5W20BULK	3443001 |560210|		2026/5	18.12
				020862	MTP49H8	3443001 |560200|		2026/5	142.49
				020863	7502	3443001 |560200|		2026/5	4.25

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			020863	20811	3443001 |560210|		2026/5	23.61
			020863	115	3443001 |560210|		2026/5	14.44
			020863	5W20BULK	3443001 |560210|		2026/5	18.12
			020867	PA3874	3443001 |560200|		2026/5	32.04
			020870	7060	3443001 |560200|		2026/5	4.25
			020870	2488	3443001 |560200|		2026/5	13.80
			020870	20811	3443001 |560210|		2026/5	23.61
			020870	115	3443001 |560210|		2026/5	14.44
			020870	5W30BULK	3443001 |560210|		2026/5	24.84
			020871	F008921	3443001 |560190|		2026/5	356.04
			020884	7502	3443001 |560200|		2026/5	4.25
			020884	20811	3443001 |560210|		2026/5	23.61
			020884	115	3443001 |560210|		2026/5	14.44
			020884	5W20BULK	3443001 |560210|		2026/5	18.12
			020885	7047	3443001 |560200|		2026/5	6.25
			020885	4511	3443001 |560200|		2026/5	8.88
			020885	9146	3443001 |560200|		2026/5	9.55
			020885	20811	3443001 |560210|		2026/5	23.61
			020885	115	3443001 |560210|		2026/5	14.44
			020885	5W30BULK	3443001 |560210|		2026/5	28.98
					Total For Check # 334169			**884.48**
					Total For Fund 344			**130,760.44**
					Number of Invoices For Fund 344			**320**

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10/30/2025	333716	213	CITY OF BROKEN ARROW	178247	Payroll Run 1 - Warrant 251010	345 |218160|		2026/4	327.06
						Total For Check # 333716			**327.06**
10/30/2025	333719	2561	DUSTIN MALLOY	PDR 11092025	PER DIEM 11/09/2025 ADVANCED FIRE	3453504 |550030|		2026/4	340.00
						Total For Check # 333719			**340.00**
10/30/2025	333740	2114	WILLIAM WILD	PDR 11092025	PER DIEM 11/09/2025 ADVANCE FIRE	3453504 |550030|		2026/4	340.00
						Total For Check # 333740			**340.00**
10/30/2025	333748	489	ADMIRAL EXPRESS LLC	208282-S	208282-S SEPT 30, 2025	3453501 |560030|		2026/4	17.04
						Total For Check # 333748			**17.04**
10/30/2025	333753	4935	AMAZON.COM SALES INC	1WYN-6HDX-9JHP	ITEM: BLACK+DECKER One Touch Coffee	3453501 |560230|		2026/4	34.77
				14RH-DJ77-PGWW	ITEM: Rust-Oleum 266574-6PK	3453502 |560230|		2026/4	144.67
				17FK-NLYM-GCDQ	ITEM: Duracell 2032 Lithium Battery. 8	3453504 |560230|		2026/4	8.43
				1LJT-3NCT-CD7N	Orings and zip bags	3453501 |560230|		2026/4	6.79
						Total For Check # 333753			**194.66**
10/30/2025	333754	5180	AMERICAN MEDICAL GAS	3707	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/4	102.00
				3713	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/4	182.00
						Total For Check # 333754			**284.00**
10/30/2025	333765	1315	UNITED FORD SOUTH LLC	7814229	unit 2549 - brian gaynor	3453504 |540200|		2026/4	439.90
				7814633	unit # 2250	3453502 |540200|		2026/4	8,513.07
						Total For Check # 333765			**8,952.97**
10/30/2025	333770	18	BOUND TREE MEDICAL	85944286	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/4	14.40
				85942567	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/4	1,731.12
						Total For Check # 333770			**1,745.52**
10/30/2025	333778	29	CASCO INDUSTRIES INC	277068	MSA SCBA Parts	3453501 |560310|		2026/4	3,864.00
						Total For Check # 333778			**3,864.00**
10/30/2025	333782	37	CINTAS CORPORATION	5297951907	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/4	102.70
						Total For Check # 333782			**102.70**
10/30/2025	333784	1391	CLEAN THE UNIFORM CO	52158085	52158085 OCT 8, 2025	3453501 |540330|		2026/4	30.78
				52158085	52158085 OCT 8, 2025	3453501 |560300|		2026/4	167.00

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			52158580	52158580 OCT 10, 2025	3453501 |540330|		2026/4	38.72
			52158580	52158580 OCT 10, 2025	3453501 |560300|		2026/4	248.24
			52158575	52158575 OCT 10, 2025	3453501 |540330|		2026/4	27.35
			52158575	52158575 OCT 10, 2025	3453501 |560300|		2026/4	171.00
			52158086	52158086 OCT 8, 2025	3453501 |540330|		2026/4	42.01
			52158086	52158086 OCT 8, 2025	3453501 |560300|		2026/4	59.50
			52158579	52158579 OCT 10, 2025	3453501 |540330|		2026/4	38.38
			52158579	52158579 OCT 10, 2025	3453501 |560300|		2026/4	101.50
			52157454	52157454 10/03/2025	3453501 |540330|		2026/4	31.22
			52157454	52157454 10/03/2025	3453501 |560300|		2026/4	273.24
			52156964	52156964 10/01/2025	3453501 |540330|		2026/4	24.85
			52156964	52156964 10/01/2025	3453501 |560300|		2026/4	32.50
			52156963	52156963 10/01/2025	3453501 |540330|		2026/4	2.94
					Total For Check #	**333784**		**1,289.23**
10/30/2025	333824	798 HENRY SCHEIN INC	47642412	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/4	161.08
					Total For Check #	**333824**		**161.08**
10/30/2025	333828	3537 J & J BOWERS LAWN CARE	11025	11025 OCT 10, 2025	3453503 |540280|		2026/4	450.00
					Total For Check #	**333828**		**450.00**
10/30/2025	333829	5131 KEVIN BEHE	14505	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	3.72
			14192	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	4.65
			14190	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	3.72
			14662	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	4.65
			15061	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	15.81
			14766	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	3.72
			14792	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	3.72
			14752	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	2.79
			14753	CITY COUNCIL 07/14/25	3453501 |540070|		2026/4	4.65
					Total For Check #	**333829**		**47.43**
10/30/2025	333835	4452 L3HARRIS TECHNOLOGIES INC	93461544	Thumb screws XL microphone	3453501 |560500|		2026/4	297.88
					Total For Check #	**333835**		**297.88**
10/30/2025	333837	1088 LIFE ASSIST INC	1648074	BLANKET PO FOR EMS	3453501 |560230|		2026/4	1,280.00
			1648943	BLANKET PO FOR EMS	3453502 |560230|		2026/4	220.00
			1645914	BLANKET PO FOR EMS	3453502 |560230|		2026/4	40.00

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			1645104	BLANKET PO FOR EMS	3453502 |560230|		2026/4	1,150.00
			1645091	BLANKET PO FOR EMS	3453502 |560230|		2026/4	3,780.00
			1646731	BLANKET PO FOR EMS	3453502 |560230|		2026/4	662.00
			1639367	CompX Annual Service Contract, Includes	3453502 |540550|		2026/4	1,125.00
			1647450	BLANKET PO FOR EMS	3453502 |560230|		2026/4	1,148.80
					Total For Check # 333837			**9,405.80**
10/30/2025	333846	5542 MEDICAL WASTE SERVICES,	18221	18221 09/30/2025	3453502 |530870|		2026/4	350.00
					Total For Check # 333846			**350.00**
10/30/2025	333849	25 NAPA AUTO PARTS	20199	29558329	3453501 |560200|		2026/4	125.87
			20199	9047902	3453501 |560200|		2026/4	64.28
			20199	950011K	3453501 |560200|		2026/4	31.20
			20199	HDATFBULK	3453501 |560210|		2026/4	5.18
			20204	F013868	3453501 |560190|		2026/4	386.56
			20212	HC3Z1130X	3453502 |560200|		2026/4	245.46
			20226	55277415AF	3453501 |560200|		2026/4	138.83
			20391	1551	3453501 |560200|		2026/4	6.85
			20391	1799	3453501 |560200|		2026/4	24.81
			20391	3403	3453501 |560200|		2026/4	11.16
			20391	15W40BULK	3453501 |560210|		2026/4	111.60
			20411	HC3Z1130V	3453502 |560200|		2026/4	246.04
			20411	HC3Z1130X	3453502 |560200|		2026/4	245.46
			20420	78004	3453501 |560230|		2026/4	16.98
			20420	18930	3453501 |560230|		2026/4	37.60
			020452	MTP65HD	3453502 |560200|		2026/4	278.44
			020507	880422CR	3453503 |560200|		2026/4	141.00
			020507	FT8312	3453503 |560200|		2026/4	59.46
			020507	FT8472	3453503 |560200|		2026/4	63.36
			020519	FT880279	3453503 |560200|		2026/4	139.66
			020520	741391	3453503 |560200|		2026/4	67.26
					Total For Check # 333849			**2,447.06**
10/30/2025	333850		20195	7060	3453503 |560200|		2026/4	4.25
			20195	2725	3453503 |560200|		2026/4	15.92
			20195	5W20BULK	3453501 |560210|		2026/4	24.16
			20392	2413	3453501 |560230|		2026/4	6.34
			20414	DJ6330	3453501 |560200|		2026/4	25.68

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				20414	DJ6330SB	3453501 |560200|		2026/4	10.58
				020509	HDRTU1GAL	3453501 |560210|		2026/4	17.16
				020525	2413	3453503 |560230|		2026/4	6.34
				020533	PKA0F3	3453503 |560230|		2026/4	3.64
						Total For Check # 333850			**114.07**
10/30/2025	333855	4349	OKIE PACKAGING &	319393BO1	BLANKET ORDER FOR BLANKET PO	3453502 |560230|		2026/4	275.60
				318013BO	BLANKET ORDER FOR BLANKET PO	3453502 |560230|		2026/4	55.12
						Total For Check # 333855			**330.72**
10/30/2025	333856	483	OKLAHOMA STATE UNIVERSITY	101596	101596 10/13/2025	3453503 |530110|		2026/4	4,200.00
						Total For Check # 333856			**4,200.00**
10/30/2025	333868	3421	RJ KOOL INC	INV27195	INV27195 09/11/2025	3453501 |540290|		2026/4	467.20
						Total For Check # 333868			**467.20**
10/30/2025	333923	949	TULSA WINNELSON COMPANY	647924 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/4	20.21
				650900 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/4	151.81
						Total For Check # 333923			**172.02**
10/30/2025	333933	897	WASTE MANAGEMENT QUARRY	2417475-1006-3	2417475-1006-3 SEPT 1-30, 2025 FIRE	3453503 |540330|		2026/4	1,130.87
						Total For Check # 333933			**1,130.87**
10/30/2025	333938	1095	WINDSTREAM HOLDINGS II LLC	101198864 10222025	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/4	71.52
				101198949 10222025	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/4	70.42
				101198944 10222025	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/4	69.80
						Total For Check # 333938			**211.74**
11/03/2025	333940	4904	AMERITAS LIFE INSURANCE	179062	Payroll Run 1 - Warrant 251024	345 |218240|		2026/4	12.32
						Total For Check # 333940			**12.32**
11/06/2025	333943	856	AMERICAN FIDELITY	179056	Payroll Run 1 - Warrant 251024	345 |218420|		2026/4	27.43
				179056	Payroll Run 1 - Warrant 251024	345 |218430|		2026/4	96.50
						Total For Check # 333943			**123.93**
11/06/2025	333948	213	CITY OF BROKEN ARROW	179055	Payroll Run 1 - Warrant 251024	345 |218160|		2026/4	327.06
						Total For Check # 333948			**327.06**

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11/06/2025	333950	4633	COLONIAL LIFE & ACCIDENT	179061	Payroll Run 1 - Warrant 251024	345 |218590|		2026/4	619.06
						Total For Check # 333950			**619.06**
11/06/2025	333951	1319	COMMUNITY CARE EAP	179058	Payroll Run 1 - Warrant 251024	345 |218560|		2026/4	172.04
						Total For Check # 333951			**172.04**
11/06/2025	333955	1234	DAVID BUNCH	EMP 06212025	EMPLOYEE REIMBURSEMENT - JUNE	3453501 |530110|		2026/5	175.00
						Total For Check # 333955			**175.00**
11/06/2025	333959	1550	GENESIS HEALTH CLUBS	179059	Payroll Run 1 - Warrant 251024	345 |218150|		2026/4	351.52
						Total For Check # 333959			**351.52**
11/06/2025	333961	159	PRE-PAID LEGAL SERVICES,	179054	Payroll Run 1 - Warrant 251024	345 |218100|		2026/4	222.36
						Total For Check # 333961			**222.36**
11/06/2025	333964	4905	METROPOLITAN LIFE	179063	Payroll Run 1 - Warrant 251024	345 |218340|		2026/4	77.18
				179063	Payroll Run 1 - Warrant 251024	345 |218480|		2026/4	89.30
				179063	Payroll Run 1 - Warrant 251024	345 |218590|		2026/4	230.72
						Total For Check # 333964			**397.20**
11/06/2025	333982	1987	SURENCY LIFE & HEALTH INS.	179060	Payroll Run 1 - Warrant 251024	345 |218460|		2026/4	97.50
						Total For Check # 333982			**97.50**
11/06/2025	333994	149	AMERICAN ELECTRIC	027-427-0-6 10172025	FY26 ANNUAL AGREEMENT SINGLES	3453501 |550250|		2026/5	1,524.87
						Total For Check # 333994			**1,524.87**
11/06/2025	333999	4935	AMAZON.COM SALES INC	1HHV-NKX4-L33X	ITEM: Poly Voyager 4320 UC Wireless	3453504 |560240|		2026/5	120.23
				14WK-934R-XNCC	amazon order	3453502 |560230|		2026/5	323.24
				13VV-XXWW-PCQW	Office Supplies: Cables	3453502 |560030|		2026/5	40.11
				1VPC-HHGF-1CTF	ITEM: Amazon Basics 36W Two-Port USB-	3453504 |560110|		2026/5	164.19
				1VPC-HHGF-1CTF	ITEM: Amazon Basics 36W Two-Port USB-	3453504 |560230|		2026/5	11.58
				1MFP-1KTT-74R9	ITEM: Anley Memorial American National	3453501 |560230|		2026/5	185.85
				1VX6-4PWP-9JY3	Printer toner	3453501 |560030|		2026/5	417.33
				1GDQ-XQ46-F7C6	ITEM: EXPO Low Odor Dry Erase Markers	3453501 |560030|		2026/5	42.12
				1NGK-6HFF-4HX1	For :Don Reinke (Biulding Maintenance)	3453501 |560230|		2026/5	25.98
						Total For Check # 333999			**1,330.63**
11/06/2025	334003	885	ATWOOD DISTRIBUTING LP	3676	BLANKET PO SAFETY SHOES & MISC	3453501 |560180|		2026/5	5.99

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						Total For Check # 334003			**5.99**
11/06/2025	334013	18	BOUND TREE MEDICAL	85953411	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/5	1,275.00
				85958428	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/5	1,142.00
				85964965	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/5	1,142.00
				85960019	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/5	5,907.70
				85960018	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/5	1,272.00
						Total For Check # 334013			**10,738.70**
11/06/2025	334027	996	CITY OF BROKEN ARROW	179057	Payroll Run 1 - Warrant 251024	345 |218180|		2026/4	791.66
				179057	Payroll Run 1 - Warrant 251024	345 |218360|		2026/4	6,191.56
						Total For Check # 334027			**6,983.22**
11/06/2025	334030	1391	CLEAN THE UNIFORM CO	52159691	52159691 10/17/2025	3453501 |540330|		2026/5	31.22
				52159691	52159691 10/17/2025	3453501 |560300|		2026/5	15.00
				52159688	52159688 10/17/2025	3453501 |540330|		2026/5	12.50
				52159688	52159688 10/17/2025	3453501 |560300|		2026/5	92.00
				52159196	52159196 10/15/2025	3453501 |540330|		2026/5	24.85
				52159196	52159196 10/15/2025	3453501 |560300|		2026/5	119.00
						Total For Check # 334030			**294.57**
11/06/2025	334031	4900	COLBURN ELECTRIC LLC	54418	WORK AT FIRE STATION 5	3453501 |540070|		2026/5	637.00
						Total For Check # 334031			**637.00**
11/06/2025	334039	4957	DIGITECH COMPUTER LLC	618001020	618001020 10/24/2025	3453502 |540280|		2026/5	24,826.56
						Total For Check # 334039			**24,826.56**
11/06/2025	334052	1912	FIRST RESPONDER SUPPORT	1573	1573 10/15/2025	3453501 |530870|		2026/5	5,820.00
				1535 07072025	1535 07/07/2025	3453501 |530870|		2026/5	11,640.00
						Total For Check # 334052			**17,460.00**
11/06/2025	334057	2617	FROMAN	254811	254811 10/14/2025	3453503 |540330|		2026/5	130.00
						Total For Check # 334057			**130.00**
11/06/2025	334059	74	GALLS LLC	032864846	032864846 10/16/2025	3453501 |560100|		2026/5	26.04
						Total For Check # 334059			**26.04**
11/06/2025	334062	4963	GLASS WORKS INC.	49385	BLANKET PO - GLASS REPAIR	3453501 |540200|		2026/5	1,404.00

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					Total For Check # 334062			**1,404.00**
11/06/2025	334064	76 GRAINGER	9675808753	Materials for rescue	3453501 |560230|		2026/5	86.84
			9676881056	Materials for rescue	3453501 |560230|		2026/5	241.44
					Total For Check # 334064			**328.28**
11/06/2025	334072	798 HENRY SCHEIN INC	48301870	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/5	95.55
			48486954	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/5	733.00
					Total For Check # 334072			**828.55**
11/06/2025	334074	4978 HIPOWER SYSTEMS	2025-198	UNIT GEN STA3	3453501 |540200|		2026/5	1,631.08
			2025-197	UNIT GEN STA2	3453501 |540290|		2026/5	2,153.93
					Total For Check # 334074			**3,785.01**
11/06/2025	334080	3537 J & J BOWERS LAWN CARE	12025	12025 10/20/2025	3453503 |540280|		2026/5	450.00
			12625	12625 OCT 26, 2025	3453503 |540280|		2026/5	450.00
					Total For Check # 334080			**900.00**
11/06/2025	334084	5131 KEVIN BEHE	15069	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	19.53
			14795	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	4.65
			14765	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	4.65
			14683	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	3.72
			14768	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	3.72
			14754	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	4.65
					Total For Check # 334084			**40.92**
11/06/2025	334089	1088 LIFE ASSIST INC	1647567	BLANKET PO FOR EMS	3453502 |560230|		2026/5	328.00
			2005525	BLANKET PO FOR EMS	3453502 |560230|		2026/5	275.00
			2006884	BLANKET PO FOR EMS	3453502 |560230|		2026/5	630.00
			2005154	BLANKET PO FOR EMS	3453502 |560230|		2026/5	330.00
			2005012	BLANKET PO FOR EMS	3453502 |560230|		2026/5	6,107.00
					Total For Check # 334089			**7,670.00**
11/06/2025	334095	25 NAPA AUTO PARTS	020584	MTP65HD	3453502 |560200|		2026/5	257.78
			020586	K181267BXW	3453501 |560200|		2026/5	79.89
			020597	BXK181267	3453501 |560200|		2026/5	85.92
			020598	75190	3453501 |560230|		2026/5	14.84
			020602	RTU1EXT	3453502 |560210|		2026/5	25.83

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				020605	RTU1EXT	3453502 |560210|		2026/5	8.61
				020606	F013868	3453503 |560190|		2026/5	386.56
				020607	F248426	3453502 |560190|		2026/5	1,689.76
				020624	NPB21	3453501 |560200|		2026/5	16.24
				020626	1372	3453501 |560200|		2026/5	4.25
				020626	9883	3453501 |560200|		2026/5	12.73
				020626	5W30BULK	3453501 |560210|		2026/5	28.98
				020627	7356	3453501 |560200|		2026/5	4.25
				020627	702360	3453501 |560200|		2026/5	8.94
				020627	7083177	3453501 |560200|		2026/5	33.73
				020627	5W30BULK	3453501 |560210|		2026/5	4.14
				020706	200697	3453501 |560200|		2026/5	29.51
				020706	1372	3453501 |560200|		2026/5	4.25
				020706	230266	3453501 |560200|		2026/5	10.91
				020706	5W30BULK	3453501 |560210|		2026/5	28.98
				020710	6231	3453501 |560210|		2026/5	116.76
				020718	AT173510	3453502 |560200|		2026/5	25.33
				020724	9080XL	3453501 |560230|		2026/5	15.56
						Total For Check #	**334095**		**2,893.75**
11/06/2025	334096			020581	82180	3453501 |560230|		2026/5	7.79
				020714	312119	3453501 |560200|		2026/5	6.54
						Total For Check #	**334096**		**14.33**
11/06/2025	334102	98	OKLAHOMA NATURAL GAS CO	267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	185.30
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	256.89
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	254.80
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	235.43
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	231.20
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	270.86
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	241.44
				267746591 10272025	213955901-2677465-91 OCT 27, 2025	3453501 |550240|		2026/5	234.11
						Total For Check #	**334102**		**1,910.03**
11/06/2025	334103	785	OKLAHOMA POLICE SUPPLY	1566	A10851 W-R-W-R Chiefs Cross Bar Pin	3453501 |560100|		2026/5	2,365.00
						Total For Check #	**334103**		**2,365.00**
11/06/2025	334104	483	OKLAHOMA STATE UNIVERSITY	0097484	0097484 10/16/2025	3453503 |530110|		2026/5	400.00

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						Total For Check # 334104			**400.00**
11/06/2025	334113	4508	C A ASSETS LLC	28471	28471 10/16/2025	3453501 |540070|		2026/5	240.00
				28473	28473 10/16/2025	3453501 |540070|		2026/5	135.00
				28462	28462 1010/2025	3453501 |540070|		2026/5	2,481.00
						Total For Check # 334113			**2,856.00**
11/06/2025	334129	335	SERVICE OKLAHOMA	L1310100312R	L1310100312R AUG 14, 2025	3453502 |560230|		2026/5	107.80
				L0598809432R	L0598809432R AUG 19, 2025	3453501 |560230|		2026/5	102.00
						Total For Check # 334129			**209.80**
11/06/2025	334136	268	SOUTHERN TIRE MART	3500281518	Tires- for Fire	3453501 |540200|		2026/5	627.19
				3500281518	Tires- for Fire	3453501 |560190|		2026/5	12,661.17
						Total For Check # 334136			**13,288.36**
11/06/2025	334148	949	TULSA WINNELSON COMPANY	653803 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/5	20.40
						Total For Check # 334148			**20.40**
11/06/2025	334163	1095	WINDSTREAM HOLDINGS II LLC	101222666 10222025	101222666 OCT 22, 2025 918-355-3922	3453501 |550220|		2026/5	60.32
				101222666 07222025	101222666 JULY 22, 2025 918-355-3922	3453501 |550220|		2026/5	60.11
				101197628 10302025	101197628 OCT 30, 2025 918-355-8241	3453501 |550220|		2026/5	66.29
				101197624 10302025	101197624 OCT 30, 2025 918-249-9750	3453501 |550220|		2026/5	72.59
						Total For Check # 334163			**259.31**
11/07/2025	334169	25	NAPA AUTO PARTS	020857	2413	3453502 |560230|		2026/5	6.34
				020890	42001MI	3453501 |560230|		2026/5	10.99
				020891	7702880	3453501 |560200|		2026/5	9.62
				020891	7702878	3453501 |560200|		2026/5	9.52
				020891	7702880	3453501 |560200|		2026/5	9.62
				020891	7702880	3453501 |560200|		2026/5	9.62
				020891	7702878	3453501 |560200|		2026/5	9.52
				020891	7702878	3453501 |560200|		2026/5	9.52
				020891	7702878	3453501 |560200|		2026/5	9.52
						Total For Check # 334169			**84.27**
						Total For Fund 345			**142,956.63**
						Number of Invoices For Fund 345			**211**

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10/30/2025	333779	1253	CEC CORPORATION	202507009	CEC Agreement for ST1710 approved	5925300 |570160|	ST1710	2026/4	1,290.00
				202510085	Radio Communications Tower 191793	5921700 |570180|	191713	2026/4	3,350.00
				202509091	CEC Agreement for ST1710 approved	5925300 |570160|	ST1710	2026/4	35,333.94
						Total For Check # 333779			**39,973.94**
10/30/2025	333847	5348	MONTE R. LEE AND COMPANY	0825832	Radio Tower PN 191793	5921700 |570180|	191713	2026/4	215.25
				0925891	Radio Tower PN 191793	5921700 |570180|	191713	2026/4	515.50
						Total For Check # 333847			**730.75**
						Total For Fund 592			**40,704.69**
						Number of Invoices For Fund 592			**5**

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10/30/2025	333724	999900	OTP - AR REFUNDS	ST23280	ST23280 PARCEL 32.0 ROW	5935300 |570080|	ST23280	2026/4	11,890.00
						Total For Check # 333724			**11,890.00**
10/30/2025	333725			ST21390	SST21390 PARCEL 16.1 TEMP	5935300 |570080|	ST21390	2026/4	300.00
						Total For Check # 333725			**300.00**
10/30/2025	333763	4498	BANNER FIRE EQUIPMENT INC	11P18944	CITY COUNCIL APPROVED 11/19/2024	5933501 |570020|	203531	2026/4	81,293.26
						Total For Check # 333763			**81,293.26**
10/30/2025	333779	1253	CEC CORPORATION	202507010	ASPEN AVENUE - SHREVEPORT	5935300 |570160|	ST2031	2026/4	2,426.50
						Total For Check # 333779			**2,426.50**
10/30/2025	333797	5190	ELLIS CONCRETE	PA 7 ST23300	Concrete Panel Replacement-Brentwood	5935300 |570150|	ST23300	2026/4	99,157.65
						Total For Check # 333797			**99,157.65**
10/30/2025	333810	3689	FREESE AND NICHOLS INC	0001390712 ST1926	ST1926 Houston Widening 9th to Old HWY	5935300 |570160|	ST1926	2026/4	4,270.40
				0001392168	SW24070 Aspen Retaining Wal	5935305 |570160|	SW25070	2026/4	13,166.34
						Total For Check # 333810			**17,436.74**
10/30/2025	333811	674	GARVER ENGINEERS	23T27000-18	WIDENING OF 9TH STREET NEW	5935300 |570160|	ST23280	2026/4	16,893.60
						Total For Check # 333811			**16,893.60**
10/30/2025	333830	2004	KIMLEY-HORN & ASSOCIATES	064598218-0825	ST25320 Dallas Main to 9th	5935300 |570160|	ST25320	2026/4	23,696.00
				061292304-0825	2552170 Transportation planning support	5935300 |570160|	2552170	2026/4	40,820.00
				064598212-0825	Concrete Panel Replacement 2352120	5935300 |570150|	2352120	2026/4	1,520.00
						Total For Check # 333830			**66,036.00**
10/30/2025	333843	3480	MARQUARDT ENGINEERING	PA 7 ST25190	ST25190 Rose District Alleyway	5935300 |570150|	ST25190	2026/4	5,400.00
						Total For Check # 333843			**5,400.00**
10/30/2025	333926	591	UNION PACIFIC RAILROAD	90149753	UPRR Reimbursement Agreement	5935300 |570160|	ST23230	2026/4	2,355.31
						Total For Check # 333926			**2,355.31**
10/30/2025	333930	5021	VSC FIRE & SECURITY, INC.	INV00006402RE	BILLING #3 INV00006402RE	5931700 |570150|	2217090	2026/4	1,361.85
				INV00037621	REPLACING PO 22600395 TO REMOVE	5931700 |570150|	2217090	2026/4	4,219.90
						Total For Check # 333930			**5,581.75**
11/06/2025	334009	692	BKL INC.	PA 23 2352100	Innovation District 2352100	5935300 |570150|	ST22290	2026/5	76,017.50

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						Total For Check # 334009			**76,017.50**
11/06/2025	334024	1253	CEC CORPORATION	202510147	ASPEN AVENUE - SHREVEPORT	5935300 |570160|	ST2031	2026/5	2,384.00
				202510140	Tucson Street	5935300 |570160|	ST25300	2026/5	11,667.37
						Total For Check # 334024			**14,051.37**
11/06/2025	334043	5190	ELLIS CONCRETE	PA 3 ST23310	Concrete Panel Replacement - Meadow	5935300 |570150|	ST23310	2026/5	59,507.96
						Total For Check # 334043			**59,507.96**
11/06/2025	334056	3689	FREESE AND NICHOLS INC	0001392169	SW1910 Stone Ridge Drainage	5935305 |570160|	SW1910	2026/5	9,524.73
						Total For Check # 334056			**9,524.73**
11/06/2025	334060	674	GARVER ENGINEERS	18037041-40	110404	5935300 |570160|	ST2027	2026/5	1,880.00
				23T27000-19	WIDENING OF 9TH STREET NEW	5935300 |570160|	ST23280	2026/5	6,277.09
						Total For Check # 334060			**8,157.09**
11/06/2025	334085	2004	KIMLEY-HORN & ASSOCIATES	064598219-0925	ST35310 Carriage Crossing Rehab	5935300 |570160|	ST25310	2026/5	1,540.00
						Total For Check # 334085			**1,540.00**
11/06/2025	334088	4452	L3HARRIS TECHNOLOGIES INC	93462141	Apparatus Radios	5933501 |570020|	203531	2026/5	8,566.92
						Total For Check # 334088			**8,566.92**
11/06/2025	334101	328	OKLAHOMA DEPT OF	36448 (04)-1	ODOT Supplemental Agreement #1	5935300 |570150|	ST1931	2026/5	1,000,000.00
				36448 (04)-1	ODOT Supplemental Agreement #1	5935300 |570150|	ST1932	2026/5	1,103,151.00
				38657(05)-1	38657(05)-1 PROJECT# ST26250	5935300 |570160|	st26250	2026/5	17,006.00
						Total For Check # 334101			**2,120,157.00**
11/06/2025	334109	1321	PARAGON CONTRACTORS, LLC	PA 4 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/5	73,955.21
				PA 2 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/5	124,654.00
						Total For Check # 334109			**198,609.21**
11/06/2025	334117	1072	R.L. SHEARS COMPANY PC	1727	Professional Consulting Services-	5936000 |570160|	196032	2026/5	12,140.00
						Total For Check # 334117			**12,140.00**
11/06/2025	334146	304	TULSA ENGINEERING &	25-069.00.01	SW26110 Waterford Park Survey	5935305 |570160|	SW26110	2026/5	300.00
				25-069.00.02	SW26110 Waterford Park Survey	5935305 |570160|	SW26110	2026/5	2,700.00
				25-070.00.01	Indian Springs Survey SW26100	5935305 |570160|	SW26100	2026/5	325.00
				25-070.00.02	Indian Springs Survey SW26100	5935305 |570160|	SW26100	2026/5	6,175.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 334146			9,500.00
					Total For Fund 593			2,826,542.59
					Number of Invoices For Fund 593			34

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333939	2518	WORKER'S COMPENSATION	OCT 16, 2025	OCT 16, 2025 PAYMENT SUMMARY	6601700 |530870|		2026/4	197.70
				OCT 16, 2025	OCT 16, 2025 PAYMENT SUMMARY	6601700 |530880|		2026/4	4,441.46
				OCT 16, 2025	OCT 16, 2025 PAYMENT SUMMARY	6601700 |550900|		2026/4	843.29
						Total For Check # 333939			**5,482.45**
11/06/2025	333968	205	OKLAHOMA TAX COMMISSION	09302025	MITF ASSESSMENT QTR ENDING 09-30-	6601700 |550900|		2026/5	15,289.80
						Total For Check # 333968			**15,289.80**
11/07/2025	334170	2518	WORKER'S COMPENSATION	NOV 6, 2025	NOV 6, 2025 PAYMENT SUMMARY	6601700 |530080|		2026/5	9,960.00
				NOV 6, 2025	NOV 6, 2025 PAYMENT SUMMARY	6601700 |530870|		2026/5	10.00
				NOV 6, 2025	NOV 6, 2025 PAYMENT SUMMARY	6601700 |530880|		2026/5	10,279.97
				NOV 6, 2025	NOV 6, 2025 PAYMENT SUMMARY	6601700 |530880|		2026/5	-7,785.00
				NOV 6, 2025	NOV 6, 2025 PAYMENT SUMMARY	6601700 |550900|		2026/5	76,585.64
						Total For Check # 334170			**89,050.61**
						Total For Fund 660			**109,822.86**
						Number of Invoices For Fund 660			**9**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/03/2025	333940	4904	AMERITAS LIFE INSURANCE	179062	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	25.24
				179062	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	16.36
				179062	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	25.24
						Total For Check # 333940			**66.84**
11/03/2025	333941			OCT 2025	DENTAL 010-302115	6611700 |530890|		2026/5	2,920.96
						Total For Check # 333941			**2,920.96**
11/06/2025	333959	1550	GENESIS HEALTH CLUBS	179059	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	27.04
						Total For Check # 333959			**27.04**
11/06/2025	333961	159	PRE-PAID LEGAL SERVICES,	179054	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	24.90
						Total For Check # 333961			**24.90**
11/06/2025	333964	4905	METROPOLITAN LIFE	179063	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	8,797.37
				179063	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	16.13
						Total For Check # 333964			**8,813.50**
11/06/2025	333982	1987	SURENCY LIFE & HEALTH INS.	179060	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	3.25
				179060	Payroll Run 1 - Warrant 251024	6611700 |530890|		2026/4	3.25
						Total For Check # 333982			**6.50**
11/06/2025	334121	4728	REMEDY HEALTH, PLLC	85736	EMPLOYEE HEATH CLINIC	6611700 |530890|		2026/5	59,040.00
						Total For Check # 334121			**59,040.00**
						Total For Fund 661			**70,899.74**
						Number of Invoices For Fund 661			**11**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
10/30/2025	333727	999907	OTP - COURT REFUNDS	0000799		882 |201020|		2026/4	270.00
						Total For Check # 333727			**270.00**
10/30/2025	333728			0000800		882 |201020|		2026/4	595.00
						Total For Check # 333728			**595.00**
10/30/2025	333731			0000806		882 |201020|		2026/4	10.00
						Total For Check # 333731			**10.00**
10/30/2025	333732			0000798		882 |201020|		2026/4	320.00
						Total For Check # 333732			**320.00**
10/30/2025	333733			0000803		882 |201020|		2026/4	60.00
						Total For Check # 333733			**60.00**
10/30/2025	333734			0000805		882 |201020|		2026/4	60.00
						Total For Check # 333734			**60.00**
11/06/2025	333949	183	CLEET	OCT 2025	TOWN & MUNICIPAL COURT REPORT	882 |290305|		2026/5	2,805.00
						Total For Check # 333949			**2,805.00**
11/06/2025	333967	353	OKLAHOMA BUREAU OF	OCT 2025	COURT REPORT-DRUG EDU FEES OCT	882 |290311|		2026/5	20.00
						Total For Check # 333967			**20.00**
11/06/2025	333969	835	STATE OF OKLAHOMA	OCT 2025	MUNICIPAL COURT REPORT FOR OCT	882 |290305|		2026/5	5,539.00
						Total For Check # 333969			**5,539.00**
						Total For Fund 882			**9,679.00**
						Number of Invoices For Fund 882			**9**

City of Broken Arrow

Request for Action

File #: 25-280, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Update on the upcoming December presentations to the City Council on the proposed 2026 GO Bond package projects and initiatives

Background:
The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

Cost: $0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Information only.

City of Broken Arrow

Request for Action

File #: 25-1609, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Consideration, discussion, and possible approval of the creation of a Citizens Engagement Academy

Background:
Staff would like to replace the "Meet and Greet" events with something more structured and impactful. The Citizens Engagement Academy will be a new initiative for 2026.

This program would be similar in design to our Citizens Police Academy. The goal would be to give participating residents a deeper understanding of how their local government operates, strengthen transparency, and ultimately build stronger community involvement.

This proposed program would run for 8-10 weeks and would include presentations from Council Members, Department Directors, Community Partners, and Facility User Groups. Site visits would also be incorporated into the program with various departments and other interactive activities.

Cost: None

Funding Source: None

Requested By: Michael L. Spurgeon, City Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
Approve the Citizens Engagement Academy and instruct Staff to work on programming.

City of Broken Arrow

Request for Action

File #: 25-1575, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2025

Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1721, a Resolution of the City Council of the City of Broken Arrow, Oklahoma, authorizing the acceptance and use of electronic records and electronic signatures; providing for standards, security, and administrative controls in accordance with 12A O.S. §15-118; and declaring an effective date

Background:
The purpose of this item is to present to City Council a resolution with a policy accepting electronic signatures in accordance with 12A O.S. §15-118.

Cost: $0

Funding Source: Source

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: Resolution No. 1721

Recommendation:
Approve Resolution No. 1721

RESOLUTION NO. 1721

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, AUTHORIZING THE ACCEPTANCE AND USE OF ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES; PROVIDING FOR STANDARDS, SECURITY, AND ADMINISTRATIVE CONTROLS IN ACCORDANCE WITH 12A O.S. §15-118; AND DECLARING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

WHEREAS, the City of Broken Arrow recognizes the increasing use of secure digital technologies to improve government efficiency, reduce administrative costs, and enhance service to the public; and

WHEREAS, the Oklahoma Uniform Electronic Transactions Act (12A O.S. §15-101 et seq.) authorizes governmental agencies to determine the extent to which they will create, accept, and use electronic records and electronic signatures; and

WHEREAS, Section 15-118 of said Act provides that a governmental agency may specify the manner, format, and control procedures governing electronic records and electronic signatures, giving due consideration to security and record integrity; and

WHEREAS, the City Council of the City of Broken Arrow desires to formally authorize the acceptance and use of electronic records and electronic signatures in City business and to establish administrative procedures to ensure compliance with applicable law and best practices.

Section 1. Authorization.
The City of Broken Arrow hereby authorizes the creation, acceptance, and use of electronic records and electronic signatures in the conduct of City business, consistent with the Oklahoma Uniform Electronic Transactions Act and other applicable laws.

Section 2. Manner and Format of Electronic Records.
The City Manager, or his/her designee, is authorized to determine and establish the manner and format in which electronic records must be created, generated, sent, communicated, received, and stored; and to designate systems or platforms approved for such purposes, giving due consideration to the security, integrity, and reliability of those systems.

Section 3. Electronic Signatures.
If an electronic record requires a signature, the City Manager, or his/her designee, shall specify:

1. The acceptable types of electronic signatures, including but not limited to digital certificates, encrypted signatures, or other forms of secure electronic authentication;

2. The manner and format in which the electronic signature must be affixed to the electronic record; and

3. The identity of, or criteria that must be met by, any third-party service providers used to facilitate the signing process, such as DocuSign, Adobe Sign, or other approved platforms.

Section 4. Control Processes and Procedures.
The City shall establish control processes and procedures to ensure adequate:
- Preservation, disposition, and integrity of electronic records;
- Security and confidentiality of sensitive information; and
- Auditability and traceability of electronic transactions.

These processes shall comply with state records retention schedules and any City policies related to information technology, cybersecurity, and records management.

Section 5. Other Required Attributes.
Electronic records and electronic signatures shall contain or be associated with all attributes required for corresponding nonelectronic records, including approvals, timestamps, and authentication data, and any other elements reasonably necessary under the circumstances.

Section 6. Optional Use.
Nothing in this Resolution shall be construed to require the City or any individual department to use or permit the use of electronic records or electronic signatures. Departments may continue to utilize paper records and handwritten signatures as necessary.

Section 7. Implementation.
The City Manager is authorized to adopt administrative policies and procedures necessary to implement this Resolution, and to take such actions as may be required to ensure compliance with applicable state and federal laws.

Section 8. Effective Date.
This Resolution shall take effect immediately upon its passage and approval.

ADOPTED AND APPROVED this ___ day of _____, 2025, by the City Council of the City of Broken Arrow, Oklahoma.

CITY OF BROKEN ARROW, OKLAHOMA

By: _____
Mayor

ATTEST

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

City of Broken Arrow

Request for Action

File #: 25-1635, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:

Consideration, discussion, and possible appointment of members to the Downtown Master Plan Advisory Committee

Background:

In 2005, the City of Broken Arrow completed the Broken Arrow Downtown Master Plan. A product of that master plan is what has become to beknown as the award-winning Rose District.

Most of the growth and reinvestment along Main Street has occurred between Kenosha Street (71st Street) and Houston Street (81st Street).

With all the success along Main Street stemming from the recommendations of the Downtown Master Plan of 2005, it's time to begin envisioning what Main Street and beyond could look like from Houston Street (81st Street) to Washington Street (91st Street). The next Downtown Master Plan study will not only look at potential future opportunities, but it will revisit the 2005 Downtown Master Plan recommendations and other supporting documents like the Downtown Residential Overlay District, to determine what has been successful and what might hinder future growth and development.

A big part of the successes along Main Street was the input from various stakeholders during the 2005 Downtown Master Plan study.

On October 21, 2025, City Council adopted Ordinance No. 3898. This ordinance allows for the creation and formation of the Downtown Master Plan Advisory Committee. This advisory committee will be instrumental in establishing the vision and future opportunities for downtown Broken Arrow.

Each Councilor has nominated two (2) people, two (2) Planning Commissioners were selected, and one (1) representative was selected by each of the following; the City Manager, the Broken Arrow Chamber of Commerce, the Broken Arrow Economic Development Corporation, and Broken Arrow Public Schools. All nominations are subject to the approval of the entire City Council.

The following is a list of the nominees:

Mayor Debra Wimpee	Larry Pennington
	Bill Leet
Vice Mayor Johnnie Parks	Ron Whitaker
	Corbett Campbell
Councilor Lisa Ford	Scott Moore
	Kasey Magness
Councilor Justin Green	Jim Nantz
	Justin Dampf
Councilor David Pickel	Frankie Catlett
	Gene Barber
Planning Commissioners	Jaylee Klempa
	Mindy Payne
City Manager	Brian Dean
Broken Arrow Chamber	Amber Miller
Economic Development Corp.	James Bell
Broken Arrow Public Schools	Rosalyn Vann-Jackson

Staff recommends that the City Council approve the nominations for the Advisory Committee.

Cost: $0

Funding Source: N/A

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Ordinance No. 3898

Recommendation:
As City Council Directs.

ORDINANCE NO. 3898

AN ORDINANCE, TO BE CODIFIED, CREATING ARTICLE XVI, DOWNTOWN MASTER PLAN ADVISORY COMMITTEE, SECTION 2-230, CREATED, SECTION 2-231, APPPOINTMENTS, SECTION 2-232, REMOVAL OF OFFICE, SECTION 2-233, ORGANIZATION, SECTION 2-234, DUTIES, SPECIFICALLY ESTABLISHING THE BROKEN ARROW DOWNTOWN MASTER PLAN ADVISORY COMMITTEE, REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I: The Broken Arrow Code is hereby amended to create Article XVI, Section 2-230, Broken Arrow Downtown Master Plan Advisory Committee and following to read as follows:

ARTICLE XVI. BROKEN ARROW DOWNTOWN MASTER PLAN ADVISORY COMMITTEE

Sec. 2-230. Created.

There is hereby created an agency of the City to be known as the Broken Arrow Downtown Master Plan Advisory Committee, which shall consist of approximately eighteen (18) to twenty (20) members. Each council member shall nominate two (2) committee members, the city manager shall nominate one committee members, the Broken Arrow Chamber shall nominate one committee member, the Broken Arrow Economic Development Corporation Board shall nominate one committee member, the Broken Arrow Public School Board shall nominate one committee member, the Planning Commission shall nominate two (2) committee members, the Tourism Board shall nominate one committee member, and one to three various stakeholders shall be nominated to serve as committee members. All committee nominations are subject to confirmation by a majority vote of the entire membership of the city council.

Sec. 2-231. Appointments.

Appointments shall be made for a term of twelve (12) months. Appointed members shall serve without compensation and shall not hold or be candidates for an elective public office, other than the City Council representatives to the Committee.

Sec. 2-232. Removal from office.

Members of the Broken Arrow Downtown Master Plan Advisory Committee shall be removed only for cause as provided in the Oklahoma Constitution and state laws for the removal of municipal elected officers and any City Ordinance governing boards, commissions, trusts or other agencies whose membership is appointed or confirmed by the City Council.

Sec. 2-233. Organization.

The Broken Arrow Downtown Master Plan Advisory Committee shall adopt rules for conducting its meetings and shall elect a Chairperson and Vice-Chairperson from among its members and a Secretary shall serve at the request of the Broken Arrow Downtown Master Plan Advisory Committee. All meetings shall be open to the public as provided by the Laws of Oklahoma.

Sec. 2-234. Duties.

The Broken Arrow Downtown Master Plan Advisory Committee shall:

(a) Develop and provide input recommendations for the downtown master plan study including, but not limited to retaining a consultant to attend committee meetings and work with the committee to review the Downtown Master Plan;

(b) Perform such other duties as may be established by ordinance or assigned by the City Council.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety and therefore this ordinance shall become effective from the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 21st day of October, 2025.

MAYOR

ATTEST:

(SEAL) CITY CLERK, Deputy

APPROVED:

CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1591, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Consideration, discussion, and possible approval of a design concept option for the Masterplan on Rose District Plaza (Project No. 2617040)

Background:
The success of the Rose District Plaza has grown over the decade with weekly Farmer's Market, holiday events, parades, and many more. In mid 2025, FSB was hired to develop concepts for expansion of the Rose District Plaza as a masterplan.

Two Concepts have been provided each with similar amenities but different locations for the amenities within the boundaries of the site.

Option 1: The open lawn facing Main St. with the covered pavilion located along El Paso St.

Option 2: The pavilion is facing Main St. with the open lawn located along El Paso St.

Cost: $0

Funding Source: N/A

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Rose District Plaza Master Plan

Recommendation:
Approval of a design concept option for the Masterplan on Rose District Plaza (Project No. 2617040)

ROSE DISTRICT MASTER PLAN

CONCEPT REVIEW

AUGUST 19, 2025

Option 1

Central Open Lawn, Side Pavilion along El Paso St

Pros

•The central part of Depot Square is an uninterrupted open space, ringed by vertical program components. This makes it easy to view the pavilion, stage, and other structures from across the site while also offering a large, perceived safe grass play area that functions as an extension of the splash pad for children.

•The open central space simplifies navigation and wayfinding, helping visitors easily orient themselves.

•The Christmas tree has the option to be positioned front and center, with 360 degrees of surrounding gathering space that makes seasonal events highly visible and accessible.

•The stage faces the majority of the site, allowing sound to travel clearly during concerts and large gatherings. This setup is especially advantageous during Rooster Days, when Main Street is closed, and it also creates opportunities for future large-scale concerts, movie nights, and community events.

•Pavilion placement supports a seamless architectural transition from a potential future building expansion at the Museum. It also optimizes easy loading and unloading for market vendors. If shops are included in the museum expansion, the proposed promenade between the lawn/silo area and pavilion/museum will become an active pedestrian corridor connecting the existing parking lot to Main St.

•Existing paver layout can be easily expanded providing a seamless transition.

•With the Open Lawn between the grain silo and Main St. any light projection, signage, or displays will be easily seen from Main St.

Cons

•The pavilion is not immediately visible from Main Street when approaching from the north. Drivers or pedestrians must pass the site before it comes into view

•Loading and unloading from the stage occurs around the grain silo which could be difficult to maneuver during events.

RENDERED PERSPECTIVE
OPT 1

RENDERED PERSPECTIVE
OPT 1

RENDERED PERSPECTIVE
OPT 1

RENDERED PERSPECTIVE
OPT 1

RENDERED PERSPECTIVE
OPT 1

RENDERED PERSPECTIVE
OPT 1

RENDERED PERSPECTIVE
OPT 1

Option 2

Central Pavilion, Side Open Lawn along El Paso St.

Pros

•Since Depot Square frequently host markets as its main function to the community, this option places the most active amenity—the pavilion—front and center, making it a highly visible focal point from Main Street.

•The stage is directly adjacent to El Paso Street, which makes loading and unloading for bands and other users of it convenient.

Cons

•Doubling the size of the current pavilion creates tight circulation, especially when moving from the main square to food truck areas. On busy market days, this could force people into narrow passageways that feel tight relative to the overall site.

•The amount of options to locate the Christmas tree are more limited and could potentially be located in the main pedestrian promenade or the existing locations near the splash pad which could limit views and increase site congestion during holiday season.

•The orientation of the lawn for the stage is wider than it is deep, which is not standard for performances or audience gathering.

•The side Open Lawn option, disconnects this amenity from the splash pad which are two predominately children features.

•A future museum expansion could disrupt the symmetry of the stage and Open Lawn depending on phasing

•Vendor access to the Pavilion would be limited as access from Ash Ave. would be closed thus limiting access from the Food Truck Alley only during event hours.

•The pavilion's placement in this option acts as a visual barrier, dividing the north and south portions of the site rather than connecting them.

•The Pavilion could block a majority of light projection, signage, or displays on the grain silo visible from Main St.

•A larger background screen along the stage would be recommended so as to not distract the viewers from the performance with cars entering along El Paso St.

RENDERED PERSPECTIVE
OPT 2

RENDERED PERSPECTIVE

OPT 2

RENDERED PERSPECTIVE
OPT 2

RENDERED PERSPECTIVE

OPT 2

RENDERED PERSPECTIVE

OPT 2

RENDERED PERSPECTIVE

OPT 2

RENDERED PERSPECTIVE
OPT 2

RENDERED PERSPECTIVE
SILO PLAYGROUND

City of Broken Arrow

Request for Action

File #: 25-1593, **Version:** 1

Visit Broken Arrow
Meeting of: 11-17-2025

Title:

Consideration, discussion, and possible approval of Visit Broken Arrow's five-year Tourism Strategic Plan

Background:

Tina Valdecanas, Principal with Clarity of Place, the organization selected to develop Visit Broken Arrow's new five-year strategic plan, will present the final draft of the Tourism Strategic plan for final approval.

Highlights of the plan include:

- SWOT Analysis - Current tourism strengths, weaknesses, opportunities, threats
- Identifying Primary Target Markets for Growth:
  - Veterans Travel Market
  - Sports Tourism (Overnight stay capture)
  - Film Tourism Development
- Coordinating Imperatives, Strategies and Tactics divided into:
  - Immediate wins: 0-12 months (low resource, high impact actions that build momentum)
  - Foundation builders: 12-36 months (moderate resource initiatives requiring cross-functional coordination
  - Transformative Initiatives: 36-60 months (high investment, systemic shifts requiring policy/sector alignment

Cost: N/A

Funding Source: Visit Broken Arrow

Requested By: Makala Barton, Tourism Manager

Approved By: City Manager's Office

Attachments: Tourism Strategic Plan Final Draft and TSP Presentation

Recommendation:
Approve the Tourism Strategic Plan for implementation

CRAFTING A

Tourism Strategic Plan

November 17, 2025

CLARITY OF PLACE
A LONGWOODS COMPANY

Visit BROKEN ARROW OK

Goals and Objectives

Develop a Tourism Strategic Plan to optimize the city's visitor economy and generate activity for local visitor-facing businesses.

- Data to drive future policy decisions to support tourism
- Strategies to connect Broken Arrow's hospitality infrastructure and attractions

CLARITY OF PLACE
A LONGWOODS COMPANY

Kimley»Horn

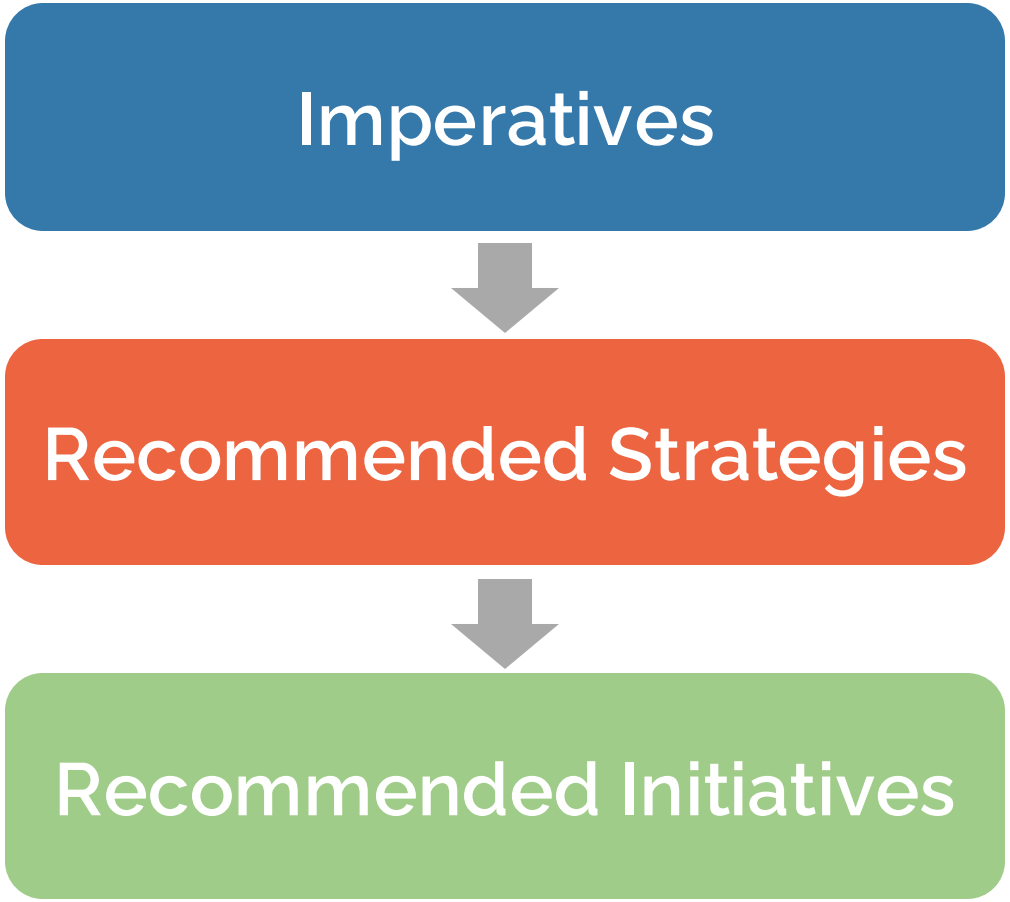
Leveraging Place for Tourism Impact

Project Phases

Opportunity Identification

Strengths	Weaknesses
• Unique mix of community character and modern amenities • Successful Rose District model; upcoming Sunset Amphitheater • Robust family-friendly and veterans-focused experiences	• Limited hotel proximity to attractions; conference space constraints • Hotel tax revenue per room trailing some peers • Rapid growth pressures on small-town feel
Opportunities	**Threats**
• Leverage rising sports/heritage/film tourism markets • Create integrated visitor experiences and diversify lodging • Partnerships with local businesses	• Increasing competition from peer cities • Development threatening authentic character • Funding and capacity limitations for destination management

Imperatives and Direction



Imperatives

Leverage Strategic Infrastructure

Maximize economic and tourism activity from investments like the Sunset Amphitheater and Rose District.

- Connect major assets into unified visitor journeys.
- Align promotions with citywide infrastructure investments.
- Foster partnerships for seamless multi-site experiences.
- Focus on year-round activation.

Develop Authentic Experiences

Craft visitor experiences that are true to Broken Arrow's identity—veteran-friendly, family-focused, and locally rooted.

- Curate experiences that differentiate from generic destinations.
- Grow profile in veterans tourism markets.
- Center experiences around genuine local stories and culture.
- Engage partners to bundle experiences for longer stays.
- Elevate Broken Arrow's appeal for meetings and group visits.

Strengthen Visitor Ecosystem

Foster collaboration among hospitality stakeholders, promote small-town character, and help local businesses become more visitor-ready.

- Equip businesses with tools and training for visitor readiness.
- Champion the value of tourism citywide.
- Enhance information-sharing with hospitality businesses and collaborate to drive visitors throughout the city.
- Deepen ties with the Muscogee Creek Nation and regional partners.

Optimize Veterans Heritage Tourism

Build on existing marketing efforts to make and target veteran travelers to visit Broken Arrow by offering curated experiences and multi-day events.

- Position Broken Arrow as a leading veterans tourism destination.
- Strengthen partnerships for heritage programming.
- Integrate veterans' themes across citywide promotion.
- Highlight Broken Arrow's authentic respect and legacy.

Expand Creative and Cultural Offerings

Build on the city's growing arts scene, launch film tourism, and deepen partnerships with cultural organizations.

- Invest in film tourism and creative sector growth.
- Champion the arts and public placemaking.
- Strengthen alliances with makers, artists, and producers.
- Elevate community assets as unique visitor draws.

Thank you!

Visit BROKEN ARROW OK
LEGACY & OPPORTUNITY:
BROKEN ARROW'S TOURISM ROADMAP
A STRATEGIC PLAN FOR VISIT BROKEN ARROW TO NURTURE AMERICA'S PREMIER SMALL-TOWN DESTINATION
Draft for Board Review
OCTOBER 2025
DRAFT FOR BOARD REVIEW

LEGACY & OPPORTUNITY:

BROKEN ARROW'S TOURISM ROADMAP

A STRATEGIC PLAN FOR VISIT BROKEN ARROW TO NURTURE AMERICA'S PREMIER SMALL-TOWN DESTINATION

Draft for City Council Approval

NOVEMBER 2025

DRAFT FOR CITY COUNCIL

ACKNOWLEDGEMENTS

Clarity of Place partnered with Visit Broken Arrow to craft this Tourism Strategic Plan that builds on the city's distinctive assets, aims to benefit residents and visitors alike, and supports Broken Arrow's position as "America's biggest small town."

Creating *Legacy & Opportunity: Broken Arrow's Tourism Roadmap* would not have been possible without the valuable perspectives and time generously shared by many individuals and organizations across the community. Special recognition goes to the Visit Broken Arrow staff for their knowledge, guidance, and steady commitment to aligning tourism priorities with the city's long-term vision.

We also appreciate the Mayor, City Manager, and department leaders at the City of Broken Arrow, whose input and broader community context were instrumental in shaping a plan that reflects both the city's current character and its aspirations for the future.

Draft for City Council Approval

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4 EXECUTIVE SUMMARY

6 WHY PLAN

8 SITUATIONAL ASSESSMENT

14 COMPARATIVE ASSESSMENT

17 STAKEHOLDER ENGAGEMENT

19 IMPERATIVES AND STRATEGIES

34 IMPLEMENTATION | MOVING FORWARD

Draft for City Council Approval

EXECUTIVE SUMMARY

Broken Arrow stands at the threshold of a transformative era in its development as America's "biggest small town." Through strategic place-based investments—from the successful Rose District revitalization to the upcoming Sunset Amphitheater—the community has demonstrated that it can enhance the city's quality of place for its growing population while creating visitor experiences that generate economic returns.

The Tourism Strategic Plan represents more than destination promotion; it is a comprehensive approach; it embodies a comprehensive approach to leveraging Broken Arrow's visitor economy as a catalyst for preserving the authentic small-town character that residents cherish and ensures that growth in visitor spending contributes to Broken Arrow's economy. This strategic plan also positions tourism as a tool for strengthening the community's identity as a place to live, work, and enjoy.

Building a Strong Foundation

The city's proven track record of intentional placemaking speaks volumes: the Rose District's $55 million infrastructure investment generated an estimated $953,000 in sales tax revenue in 2024, while also serving as a vibrant community gathering place. The forthcoming $107 million Sunset Amphitheater will provide residents world-class entertainment access and has the potential to enable multi-day visitor experiences that will support local businesses and generate both accommodation and sales tax revenue for city services over time.

Broken Arrow's competitive advantage lies in its unique positioning as a destination where authentic community character combines with sophisticated amenities at an accessible scale and pricing. This identity differentiates Broken Arrow in an increasingly crowded market.

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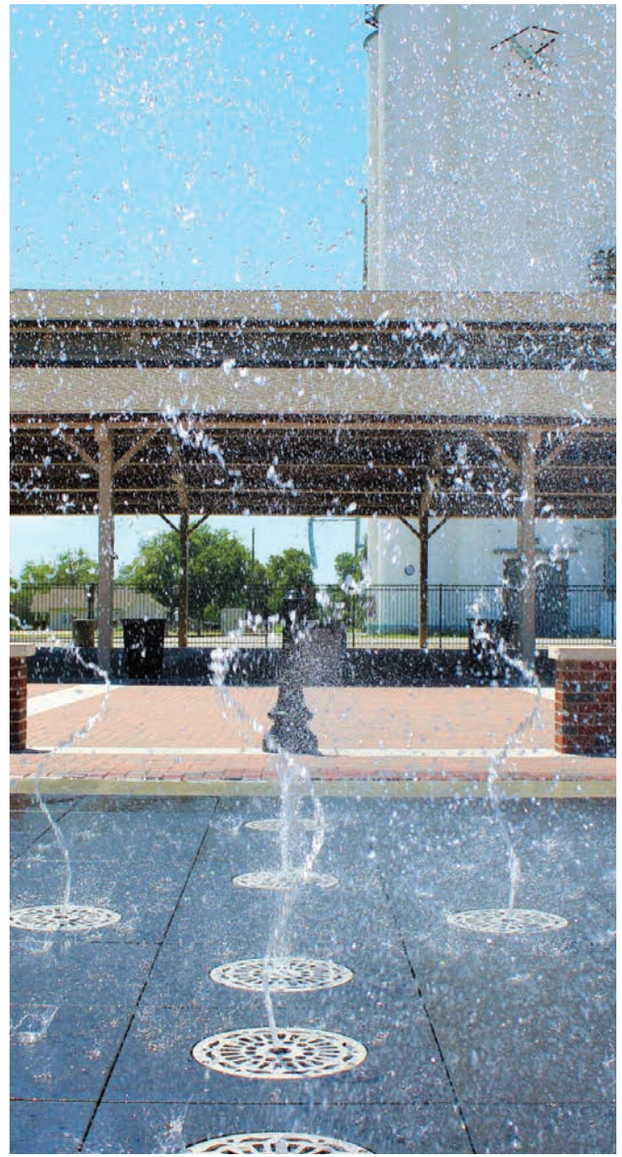

The strategic framework outlined in this plan focuses on five interconnected imperatives that will strengthen Broken Arrow's competitiveness to attract visitors and non-resident visitor spending:

1. Leverage Strategic Infrastructure
2. Develop Authentic Experiences
3. Strengthen Broken Arrow's Visitor Ecosystem
4. Optimize Veterans Heritage Tourism, and
5. Expand Creative and Cultural Offerings.

Each imperative is grounded in the assessments carried out in the planning process and stakeholder engagement; they reflect what makes Broken Arrow distinct from its regional peers—focusing on the experiences, values, and assets that set the community apart.

Through intentional partnerships and investment, Broken Arrow is positioned to broaden opportunities for local businesses, entrepreneurs, and residents while ensuring that future growth protects the city's genuine hospitality and small-town appeal. As Broken Arrow continues to evolve, these strategies will help ensure tourism remains a benefit for everyone who calls the city home.

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PLAN INPUTS

PRODUCT INVENTORY

Assessment of Broken Arrow's physical assets, current visitor experience options and lodging supply, as well as demand-generating product.

STAKEHOLDER INPUT

Real-time discussions with key stakeholders for feedback on the visitor economy.

PERFORMANCE DATA

Data and research to understand Broken Arrow's past tourism performance.

COMP SET DATA

Industry data on changes in travel behavior and high-level comparison against a comparative set.

POLICIES

Review of local and state policies that affect the travel and hospitality industry and the infrastructure available to visitors.

WHY PLAN

Tourism in Broken Arrow has always meant more than attracting visitors—this community invests in its future by weaving the visitor economy into everyday life.With the upcoming opening of the amphitheater, the city's established districts, and locals showing pride in their neighborhoods, Broken Arrow is a city where momentum is built together. The need to chart a new roadmap for the city's visitor economy emerged as the city's offerings grew more diverse, and as regional competition made it clear that standing still was not an option. Stakeholders voiced optimism and ambition throughout the planning process, reinforcing the desire for a visitor economy that reflects Broken Arrow's authentic sense of community and values.

Strategic planning for Broken Arrow's visitor economy represents a critical investment in the community's future prosperity and character preservation. The city has achieved success through intentional place-based investments that enhance quality of life for residents while creating authentic attractions for visitors. This tourism strategic plan builds upon that proven foundation to optimize the economic and community benefits of tourism. The plan's primary goal is to encourage increased visitor spending while advocating for programming and destination product development that maintains the small-town values and accessibility that define Broken Arrow's identity.

Intended as a practical tool for destination managers, the Legacy & Opportunity roadmap highlights prudent investments and thoughtful storytelling designed to serve everyone—from longtime residents to new visitors and prospective hospitality stakeholders. Grounded in data, robust local engagement, and a forward-thinking spirit, the plan features recommendations tailored to Broken Arrow's unique assets, challenges, and aspirations. By moving forward with this strategy, Broken Arrow reaffirms its commitment to building a thriving, connected, and welcoming city—preserving the spirit of a small town while opening doors to new opportunities for all.

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Visit BROKEN ARROW OK

MISSION

To promote leisure, culture, and tourism in Broken Arrow by strategically investing lodging tax revenues in initiatives that attract visitors and increase local spending. Through effective tourism marketing and partnerships, the department works to convert lodging tax dollars into sales tax revenue, fostering economic growth and enhancing the community's quality of life.

VISION

To position Broken Arrow as a premier destination for leisure, culture, and tourism, while being recognized for its safe and welcoming community, unique attractions and thriving local economy, and where sustainable tourism development contributes to long-term prosperity for residents and businesses alike.

PROCESS TO CRAFT THE ROADMAP

Crafting the ***Legacy & Opportunity*** roadmap for Broken Arrow involved a multi-tiered and hands-on approach anchored in the community's needs and aspirations. The project team began by gathering and evaluating a wide range of destination data—local visitor patterns, hospitality trends, and economic impact—as well as closely analyzing how the city's offerings compare to those of both metro competitors and comparable peer destinations. Study of market context and infrastructure provided the groundwork for understanding Broken Arrow's strengths and opportunities.

Meaningful engagement with community voices was woven throughout every phase. Focus groups and one-on-one interviews brought together stakeholders from the lodging sector, local businesses, city departments, arts and cultural organizations, and community groups, capturing a spectrum of perspectives on the city's competitive position and priorities. The planning team organized these findings into an evaluation of where Broken Arrow stands, the challenges that need attention, and the opportunities to amplify what works.

Rather than simply mirroring past approaches, the team benchmarked Broken Arrow's visitor economy against regional peers and destinations with similar ambitions. These comparative insights, layered with robust input led to a practical set of imperatives and strategies reflecting the city's distinct scale, brand character, and potential. ***Legacy & Opportunity*** is a plan built not just from data or best practices, but from a deep commitment to the community's vision for its future as a destination.

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SITUATIONAL ASSESSMENT

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Understanding Broken Arrow's current position as a destination provides the foundation for strategic decision-making that optimizes visitor economy benefits while preserving authentic small-town character. This assessment examines the city's unique assets, competitive positioning, and organizational capacity.

A. DESTINATION OVERVIEW

By evaluating Broken Arrow's geographic advantages and portfolio of attractions and amenities, this assessment creates an understanding to develop targeted strategies that leverage the city's authentic character while optimizing the visitor economy. The insights gathered ensure that the resulting recommendations are grounded in reality and aligned with the destination's true potential and community values.

GEOGRAPHIC AND MARKET CONTEXT

Broken Arrow occupies a strategic position within the greater Tulsa metropolitan area. With a current population of approximately 123,000 residents, the city has experienced steady growth since 1980, growing at a rate of 1.5-2% year after year, reflecting both economic vitality and quality of place that attracts residents and visitors alike.

The city's location provides connectivity advantages. Positioned along major transportation arteries including Interstate 44, Highway 51, the Creek Turnpike, and Highway 169, Broken Arrow offers seamless access from regional population centers. Proximity to Tulsa International Airport—just 11 miles from the city center—creates opportunities for both regional drive markets and air-accessible visitor segments, particularly important for sports tourism and event-driven travel.

With a median household income of over $85,000 and a relatively low poverty rate (compared to neighboring communities), Broken Arrow possesses the economic foundation necessary to support quality hospitality infrastructure while maintaining its authentic local character.

KEY VISITOR ASSETS AND EXPERIENCES

Broken Arrow offers multiple smaller attractions rather than relying on a single major draw to inspire overnight stays. The city offers visitors a rich tapestry of interconnected experiences—from the charming Rose District with its local shops, restaurants, and community theater to outdoor adventures, cultural offerings at The Museum Broken Arrow, Performing Arts Center, and Military History Center, and recreational amenities. The Sunset Amphitheater, set to open soon, will transform the city's cultural landscape by attracting nationally recognized performers and creating opportunities for extended visitor stays.

While Broken Arrow's attractions are individually unique, none are singularly strong enough to draw overnight visitation from distant markets. Together, however, they weave a compelling weekend getaway for travelers withing driving distance of the Tulsa metro and offer an appealing stopover for those on longer journeys. Unlike destinations built around a single demand driver, Broken Arrow's strength lies in the combined appeal of its many authentic experiences. This combined appeal reflects intentional placemaking investments that serve dual purposes: enhancing quality of place for residents while creating authentic experiences that differentiate Broken Arrow from generic suburban communities.

This 'connecting-attractions-and-amenities' approach requires Visit Broken Arrow to curate integrated experiences for visitors, encouraging them to explore multiple destinations and extend their stays throughout the city.

- **Downtown Revitalization and Cultural Vibrancy**

The Rose District stands as Broken Arrow's premier example of successful community-beneficial destination development. This walkable, safe, and accessible downtown core is a catalyst for economic activity.

The District's success stems from authentic integration of locally owned businesses and unique retail and amenities for multiple visitor segments. Signature establishments anchor a growing culinary landscape within the heart of a true downtown. The concentration of locally owned food and beverage establishments creates authentic dining experiences that visitors seek as alternatives to chain-dominated suburban destinations.

The District's event calendar demonstrates a keen understanding of how signature programming can drive activity and resident and visitor connections to the community. Events have evolved beyond simple community celebrations to become regional visitor draws and often are the reason for a first or returning visit.

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A VETERAN FRIENDLY DESTINATION

Broken Arrow stands out as a veteran-friendly city—not because of a the existing marketing campaign, but because of its everyday integration of veterans into civic and community life. The city combines access to veterans' attractions and parks and events that commemorate service. Broken Arrow is a Purple Heart City.

Annual events like the Veterans Day parade, Memorial Day ceremony at the Veterans Park, and programs hosted at the Broken Arrow Historical Society Museum reaffirm civic recognition of military service. The Military History Museum and Memorial 22 are also testaments. These point to a culture of gratitude that permeates both public life and neighborhood identity.

- **Family-Focused Attractions**

Broken Arrow's outdoor recreation assets and family-friendly activities—originally developed to serve the city's growing population—now create a critical mass of experiences that attract visitors and encourage them to extend their stays.

The mix of indoor and outdoor facilities positions the city as a year-round family destination capable of attracting visitors regardless of the season.

- **Veterans Heritage and Authentic Community Identity**

Broken Arrow's commitment to veterans' heritage tourism reflects genuine community values rather than manufactured tourism themes. The city's veteran's heritage infrastructure includes dedicated facilities—including the Military History Center, Veterans Park, the Mission 22 Memorial, and commemorative installations—year-round commemorative programming, and educational spaces that serve the local veterans while creating opportunities for specialized heritage tourism. These assets represent significant community investment in preserving and sharing military heritage, creating opportunities for specialized destination development that aligns with community values.

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HOTEL INVENTORY AND MARKET POSITION

As of June 30, 2025, Broken Arrow's traditional hotel lodging supply consisted of 14 properties totaling more than 1,100 rooms, making it the second-largest supply in the greater Tulsa region after the City of Tulsa itself. The accommodation mix serves both business and leisure travelers, with six Upper Midscale properties, three Upscale hotels, and a range of economy options. The inventory has grown significantly since 2000, with several newer properties opening in recent years; an extended stay property is scheduled to open in 2027.

The city's current hotel cluster concentrates primarily along Highway 51 in northern Broken Arrow, creating geographic separation from the city's primary visitor attractions in the Rose District and creating transportation challenges for guests seeking to experience the city's distinctive amenities (See below).

Broken Arrow's lodging supply skews towards "Midscale" properties (54.1% of total rooms), significantly higher than Tulsa's 38.2% share of Midscale properties, but less than the percentage in Owasso (83.0%) or Jenks (66.6%). Broken Arrow has a higher percentage of upscale properties (30.6%)—notably higher than Owasso's complete absence of upscale properties and Jenks' limited 15.8% upscale inventory (The Hard Rock in Catoosa skews the regional profile, with 48.7% of its room supply in upscale properties, but the majority of that being at the Hard Rock). The city has a higher percentage of economy class properties (15.3%) than Catoosa (6.5%) and Owasso (6.4%).

OTHER COMMUNITY ASSETS

Additional assets include community parks and recreational facilities, local sporting venues suitable for youth-sports tournaments, and a calendar of community events (beyond the Rose District). Combined, these assets showcase Broken Arrow's authentic character and can serve as further reasons to extend a visit.

B. TOURISM ECONOMIC IMPACT

Tourism, fueled by visitor spending, is a cornerstone of Broken Arrow's economy, delivering critical revenue for city services while fostering broad employment opportunities. Current visitor spending supports local businesses, generates sales tax revenue for community improvements, and provides hotel occupancy tax revenue that can be strategically invested in continued destination promotion and development.

The visitor economy's impact extends beyond direct spending to include support for local employment, business development, and infrastructure improvements that benefit residents. Tourism-related employment provides opportunities across skill levels and age ranges, contributing to economic stability. Just as importantly, tourism extends Broken Arrow's brand—showcasing the community's character to wider audiences, shaping positive perceptions, and strengthening the city's reputation as a place to live, work, and visit.

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C. DESTINATION VULNERABILITIES

While Broken Arrow possesses strengths as a destination, several challenges must be addressed to sustain the visitor economy's momentum, increase overnight visits, and optimize the economic benefits of increased visitation.

1. Regional Competition and Market Positioning

Broken Arrow operates within an increasingly competitive regional tourism market, with neighboring communities investing in destination development and marketing. Unlike larger cities that compete primarily with single demand drivers, Broken Arrow must differentiate itself through authentic small-town character and the collection of attractions and experiences available in the city.

The challenge for Broken Arrow to compel extended stays in the city lies in communicating this unique value proposition to potential visitors. Recognizing this, Visit Broken Arrow created a weekend guide that describes groups of experiences visitors can enjoy in Broken Arrow. These itineraries encourage travelers to experience the range of options in Broken Arrow and extend their stay in the city.

Regionally, while the Rose District and the city's portfolio of events provide ample differentiation for Broken Arrow as a destination, the city has less hotel lodging tax revenue per available room than Owasso and a slightly higher per room collection than the average of properties in Tulsa.

REGIONAL LODGING TAX RATES AND 2024 COLLECTIONS

	LODGING TAS RATE	APPROXIMATE ROOM SUPPLY	ANNUAL LODGING TAX REVENUE/ROOM (2024)
Tulsa	5%	16,913	$ 574
Broken Arrow	4%	1,143	$ 604
Catoosa (includes Hard Rock)	4%	1,159	$ 480
Owasso	5%	776	$ 852
Jenks	5%	545	$ 339
Claremore	5%	501	$ 483

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2. Lodging Supply Limitations

While Broken Arrow has the second largest room supply in the metro area, the current hotel/lodging inventory is not proximate to the city's attractions, and is primarily clustered in the northern section of Broken Arrow along Highway 51. The absence of large-scale conference facilities close to the city's differentiating amenities constrains meeting and conference opportunities. The distance from the hotel cluster from the city's sports facilities and venues means that sports tournament participants often find accommodations outside the city.

3. Pressures of Population Growth

Rapid growth and development pressure present ongoing challenges to maintaining Broken Arrow's authentic small-town character. Destination development must enhance rather than compromise Broken Arrow's identity. Supporting locally owned businesses and community-based attractions becomes increasingly important as development pressure intensifies. Strategic destination planning must actively preserve and provide enough

D. ORGANIZATIONAL STRUCTURE AND FUNDING ANALYSIS

Visit Broken Arrow operates as a 2-person staff within the Economic Development department and successfully and efficiently integrates with broader community economic development priorities. This structure enables alignment between destination promotion and overall community development goals while maintaining operational efficiency through shared administrative resources.

Visit Broken Arrow's current budget derives entirely from hotel occupancy tax revenue. This funding structure aligns destination promotion investment with accommodation sector success, although visitor spending also creates tax revenue from non-accommodation tax streams (e.g., food and beverage and retail sales tax).

Current staffing levels limit capacity for comprehensive destination management—visitor services, business development support, and community partnership coordination. As the need to connect the city's attractions grows to encourage extended visits and as aligning with other city placemaking initiatives become more important, Visit Broken Arrow will depend even more on destination management and coordinating with hospitality businesses in the city for the visitor economy's success. programming and promotion to increase visitor and guest spending in the city.

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COMPARATIVE ASSESSMENT

Recognizing that Broken Arrow competes with other cities to attract visitors, another element assessed to provide context for the Tourism Strategic Plan was a comparative assessment of Broken Arrow as a destination to Edmond, Oklahoma; Rogers, Arkansas; and Franklin, Tennessee.

A. GEOGRAPHIC ADVANTAGE: METROPOLITAN PROXIMITY AND ACCESS

Each of the comparative destinations benefits significantly from its relationship with larger metropolitan centers. Franklin, Tennessee sits just 21 miles south of Nashville, positioning itself as perhaps the most integrated suburban destination of the four. With Nashville International Airport only 20 miles away and 80% of the U.S. population within 600 miles, Franklin enjoys unparalleled accessibility for both domestic and business travelers.

As noted above, Broken Arrow leverages its proximity to Tulsa—about 15 miles southeast—while maintaining a distinct identity as America's "biggest small town." The city benefits from Tulsa International Airport access and major highway connectivity but has deliberately positioned itself as an alternative to urban experiences rather than simply an extension of the Tulsa metropolitan area.

Edmond occupies a unique position just north of Oklahoma City, essentially functioning as an affluent suburb. Its tourism identity is centered on Route 66 heritage and university connections. At roughly 15 miles from downtown Oklahoma City, Edmond serves both as a convenient suburban base.

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Once a small Ozark town, Rogers, Arkansas, now sits at the heart of Northwest Arkansas's explosive growth, benefiting from Walmart's corporate presence and the region's emergence as a major economic center. Located approximately 20 miles from Fayetteville and with access to Northwest Arkansas National Airport, Rogers has evolved from a traditional small town into a sophisticated suburban destination.

B. VISITOR DEMOGRAPHICS: WHO THEY ATTRACT AND WHY

The visitor profiles of the four destinations reveal distinct market positioning and community priorities.

As discussed, Broken Arrow deliberately targets families and visitors seeking authentic small-town experiences enhanced by big-town amenities. The city's veteran-friendly reputation has the potential to attract military heritage tourists beyond the Tulsa metro region, while the upcoming Sunset Amphitheater will draw concertgoers seeking alternatives to urban venue experiences. The community's emphasis on "biggest small town" positioning appeals to visitors who want accessibility and value without sacrificing quality.

Franklin attracts affluent families, business travelers, and heritage tourists seeking authentic Southern experiences with proximity to Nashville's entertainment. The city has been recognized as one of America's best places to live. It touts its differentiators built around upscale experiences, historic tours, and sophisticated dining.

Edmond draws visitors interested in Route 66 heritage, university-related activities, and family-friendly attractions. As home to the University of Central Oklahoma, the city sees significant education-related travel, while events like LibertyFest (featuring the largest fireworks display in the Oklahoma City metro area) attract regional family visitors. The city's affluent character and excellent schools also generate business travel.

Rogers' visitor mix ranges from corporate travelers visiting Walmart headquarters to outdoor recreation enthusiasts exploring Beaver Lake and the Ozarks, to families seeking entertainment at venues like Topgolf and the Walmart Arkansas Music Pavilion. The city's rapid growth and corporate connections have created a visitor economy serving multiple visitor segments simultaneously.

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Source: Destination Stakeholder Survey Results

C. LODGING INFRASTRUCTURE: CAPACITY AND CHARACTER

The lodging supply of these communities reflects both their market positioning and growth trajectories. Franklin offers the most upscale accommodations. The city also provides more traditional chain options serving families and business travelers.

Edmond provides solid mid-market lodging options. These hotels primarily serve university visitors, business travelers, and families exploring the Oklahoma City metro area. The lodging supply reflects Edmond's role as a suburban destination.

Rogers boasts the most extensive meeting and conference infrastructure among the four. With more than 2,000 total hotel rooms, Rogers can accommodate large corporate events and conferences while also serving leisure travelers exploring Northwest Arkansas.

D. COMMUNITY IDENTITY AND AUTHENTIC EXPERIENCES

Each destination has developed distinct approaches to balancing community character with visitor economy development.

Franklin has successfully preserved its historic downtown while accommodating rapid suburban growth, creating an authentic Southern experience that serves both residents and visitors.

Edmond maintains strong community traditions while serving as an affluent Oklahoma City suburb. The city's events and attractions reflect genuine civic pride and university connections.

Rogers' rapid growth and corporate connections have created opportunities for large-scale destination development while preserving outdoor recreation access and small-town accessibility.

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STAKEHOLDER ENGAGEMENT

To ground-truth the data and assessments conducted to inform the plan, key hospitality stakeholders were engaged to solicit input and observations on ways to optimize Broken Arrow's visitor economy. Focus groups were conducted during the assessment phases and revealed strong community support for tourism development that enhances rather than compromises small-town character. Stakeholders consistently emphasized the importance of preserving genuine community identity while optimizing economic benefits from visitor spending.

A. KEY STAKEHOLDER ENGAGEMENT THEMES

Community pride in Broken Arrow's authentic character emerged as the strongest theme, with stakeholders expressing deep appreciation for the city's veteran-friendly identity, family-oriented atmosphere, and genuine hospitality. The Rose District received universal recognition as a successful model for community-beneficial development that serves residents while attracting visitors.

Stakeholders identified significant opportunities for tourism growth that aligns with community values, including expanded veterans' heritage programming, enhanced sports tourism focusing on family-friendly events, and development of film tourism experiences that showcase locally rooted small-town character. The upcoming amphitheater was universally viewed as a transformative opportunity for community enhancement and visitor attraction.

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Collaboration and coordination emerged as priority areas, with stakeholders expressing strong desire for Visit Broken Arrow to serve as a convener and facilitator. Business owners, hoteliers, and community organizations requested enhanced communication, joint marketing opportunities, and coordinated promotional efforts that benefit all sectors.

Infrastructure needs received significant attention, particularly regarding hotel capacity diversity, meeting space availability, and wayfinding systems that connect visitors with community assets. Stakeholders emphasized that infrastructure development should serve community needs while supporting visitor experiences.

Support for small businesses and local entrepreneurs emerged as a critical priority, with stakeholders requesting enhanced opportunities for local business participation in tourism initiatives and protection of locally owned establishments that create original community character.

B. COMMUNITY INTEGRATION AND RESIDENT BENEFIT

Stakeholders consistently prioritized tourism development approaches that enhance rather than compromise community life. This includes ensuring that tourism infrastructure serves daily community needs, that visitor experiences showcase authentic local character, and that tourism revenue supports community priorities including parks, infrastructure, and public safety improvements.

The desire for inclusive tourism development that welcomes all residents and visitors while celebrating community diversity reflects Broken Arrow's commitment to hospitality and community values. Stakeholders emphasized spreading tourism benefits broadly across the community

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IMPERATIVES AND STRATEGIES

The situational assessment, competitive analysis, and stakeholder engagement process collectively highlighted key opportunities for building Broken Arrow's overnight visitor business, as well as increasing sales tax revenue from non-residents throughout the city.

The following strategic imperatives represent a path for Visit Broken Arrow to continue to evolve the destination and capture economic benefits throughout the city. Each imperative addresses specific needs identified through the assessment process while building on the community's existing strengths and strategic advantages. The imperatives and recommended strategies set a framework for Visit Broken Arrow to compete more effectively with neighboring destinations and the identified comparative set to inspire more visitation to the city.

Rather than pursuing generic visitor attractions, these strategies focus on leveraging what makes Broken Arrow unique: its strategic location, growing cultural assets, military heritage, and strong community identity.

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PRIMARY TARGET MARKETS FOR GROWTH

VETERANS TRAVEL MARKET

This represents an underutilized asset for Broken Arrow with strong growth potential. The U.S. heritage tourism market reached $128.66 billion in 2024, growing at 4.2% annually. Veterans travel, as a subset of heritage tourism, offers higher per-visit spending and strong brand alignment with Broken Arrow's existing facilities. The city's commitment to veteran-friendly policies and dedicated facilities positions it uniquely to capture this growing market segment.

SPORTS TOURISM—OVERNIGHT-STAY CAPTURE

Oklahoma generated over $250 million in sports tourism revenue in the past two years. While Broken Arrow currently captures sports tourism through tournaments at local facilities, the end-user has the most direct contact with the tournament organizers. Youth sports tournaments generate high economic impact through multiple family overnight stays and extended visits.

FILM TOURISM DEVELOPMENT

Since the Filmed in Oklahoma Act was signed in May 2021, the state has generated $531 million in direct economic impact from film and television productions. In February 2025, Broken Arrow City Council approved a $100,000 pilot film incentive program that offers a 10% rebate on local spending during film projects, $500 for every 12 hotel room nights, and 10-20% rebates on production office space, making it Oklahoma's second-largest municipal film incentive program behind only Oklahoma City. The Rose District's historic architecture and surrounding areas offer film-friendly locations that could attract location shooting and film-related visitation.

Source: Destination Stakeholder Survey Results

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IMPERATIVES

The *Legacy & Opportunity Plan* is anchored by a set of imperatives that build directly from Broken Arrow's distinctive assets, values, and ambitions—ensuring that tourism strengthens the city's economy, enhances quality of place, and extends community pride. These imperatives will guide Visit Broken Arrow and its partners in connecting strategic infrastructure, authentic experiences, and community partnerships into a more cohesive visitor economy with higher levels of visitor spending. Together, they call for leveraging the city's major investments, deepening collaboration with hospitality and cultural stakeholders, and celebrating the city's veterans heritage.

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01 **Leverage Strategic Infrastructure Investments**
Maximize return on community investments in the Sunset Amphitheater, Rose District, and veterans' facilities by creating integrated visitor experiences that serve residents first while generating sustainable revenue streams supporting continued quality of place enhancement.

02 **Develop Authentic Experiences to Inspire Visitation and Extend Stays**
Create visitor experiences that showcase genuine community character, values, and hospitality while attracting high-value visitors seeking alternatives to generic tourism destinations—positioning Broken Arrow as the premier choice for authentic small-town tourism.

03 **Strengthen Broken Arrow's Visitor Ecosystem**
Establish integrated tourism promotion and visitor experience systems that maximize community benefit while preserving authentic small-town character, ensuring all sectors benefit from visitor economy growth.

04 **Optimize Veterans Heritage Tourism**
Develop veterans' heritage tourism as a signature market that reflects authentic community values and commitment while attracting national visitors and generating multi-day economic impact that supports local businesses and community development.

05 **Expand Creative and Cultural Offerings**
Leverage film tourism opportunities and arts development that build on existing community assets while creating new visitor experiences, attractions, and community amenities that serve residents and visitors alike.

STRATEGIES AND TACTICS

The following strategies outline a phased approach to achieving Broken Arrow's vision through three interconnected phases: Immediate Wins (0–12 months), Foundation Builders (12–36 months), and Transformative Initiatives (36–60 months). This structure aims to balance momentum with feasible implementation, maximizing impact while aligning with the organization's available capacity and resources.

- **Immediate Wins (0-12 Months)** Low-resource, high-impact actions that build momentum
- **Foundation Builders (12-36 Months)** Moderate-resource initiatives requiring cross-functional coordination
- **Transformative Initiatives (36-60 Months)** High-investment, systemic shifts requiring policy/sector alignment

IMPERATIVE 1: LEVERAGE STRATEGIC INFRASTRUCTURE INVESTMENTS

Broken Arrow's recent infrastructure investments—such as the Sunset Amphitheater, Rose District enhancements, and veterans facilities—represent more than capital projects; they are symbols of the city's character and long-term competitiveness. This imperative ensures that these signature spaces are fully realized as connected, activated, and economically productive destination assets. By integrating them into seamless visitor journeys, these facilities can drive year-round visitation while continuing to define Broken Arrows sense of place.

OBJECTIVE:

Link major destination assets and hospitality amenities into a cohesive network that fuels the visitor economy's vitality, reinforces Broken Arrow's identity, and delivers sustained benefits to local hospitality businesses and residents.

EXPECTED OUTCOMES:

- Increased visitation and economic activity in the city.
- Stronger alignment between visitor-facing infrastructure investments and tourism promotion campaigns.
- Additional visitor itineraries that encourage multi-site exploration and visitor spending in Broken Arrow

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KEY STRATEGIES FOR IMPERATIVE 1

1.1 MAXIMIZE SUNSET AMPHITHEATER COMMUNITY INTEGRATION

WHY IT MATTERS:

The Sunset Amphitheater represents Broken Arrow's largest infrastructure investment, designed to serve both residents and visitors while generating economic impact. Strategic integration with community existing destination assets maximizes return on investment while enhancing quality of life for residents.

RECOMMENDED TACTICS:

Immediate Wins

- Within 12-months of the amphitheater opening, develop concert experience packages combining amphitheater events with Rose District dining and shopping
- Create pre- and post-concert programming that showcases local businesses and community character
- Identify ways to support or subsidize transportation solutions that encourage visitors to explore Broken Arrow beyond the venue (e.g., program similar to Uber-hotel program)

Foundation Builders

- Coordinate with Rose District businesses for concert-related promotions and extended operating hours
- Develop local accommodation partnerships offering amphitheater package deals
- Create year-round programming that leverages amphitheater facilities for community events and business meetings

1.2 OPTIMIZE ROSE DISTRICT AS BROKEN ARROW'S TOURISM HUB

WHY IT MATTERS:

The Rose District's proven success as both community gathering place and visitor attraction provides a model for sustainable tourism development that enhances rather than compromises community character.

RECOMMENDED TACTICS:

Immediate Wins

- Create themed walking tours highlighting local business owners and community history
- Continue to work with/support the Community Development Department to create and support seasonal programming in the Rose District that celebrates community character while attracting visitors—both day and overnight
- Enhance wayfinding and visitor services that connect the Rose District with other areas of the city. (While the geographic distance cannot be lessened, enhanced wayfinding will encourage visitors in other part of the city to explore and enjoy the Rose District).

Foundation Builders

- Continue to work with the Economic Development Department to support Rose District business development that maintains authentic local character
- Create multi-day visitor experiences combining Rose District with amphitheater and veterans' heritage attractions

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IMPERATIVE 2: DEVELOP AUTHENTIC EXPERIENCES TO EXTEND STAYS

Broken Arrow's authentic appeal lies in its people, stories, and places—from its veterans heritage to events and festivals and the creative pulse of the Rose District. This imperative focuses on crafting experiences that can only occur in Broken Arrow—bundled, story-driven, and community rooted—that elevate the local brand and encourage extended visitor stays

OBJECTIVE:

Position Broken Arrow as the premier "Small-town" destination known for genuine, homegrown experiences that inspire extended stays and reinforce community pride.

EXPECTED OUTCOMES:

- Growth in overnight visitation and average visitor spending.
- Expanded partnerships with hospitality businesses, local makers, artists, and attractions to enrich visitor storytelling.
- Increased meeting/conference activity

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KEY STRATEGIES FOR IMPERATIVE 2

2.1 FURTHER ESTABLISH BROKEN ARROW'S COMMITMENT TO HONORING VETERANS

WHY IT MATTERS:

Authentic veterans heritage tourism leverages the community's genuine commitment to honoring veterans while creating sustainable competitive advantage in specialized tourism markets. (*See Imperative 4 for further program development*)

RECOMMENDED TACTICS:

Immediate Wins

- Refine existing collateral to speak directly to the veterans' tourism market
- Market the city's comprehensive veterans' experiences to national heritage tourism companies

2.2 BETTER LEVERAGE SPORTS TOURISM

WHY IT MATTERS:

Youth sports tourism aligns with Broken Arrow's community character while attracting visitors who appreciate safe, accessible small-town environments and value-oriented experiences.

RECOMMENDED TACTICS:

Immediate Wins

- Develop sports event packages combining competition with family-friendly community experiences
- Create incentives for tournament organizers to market experiences within Broken Arrow before and after the tournament/competition.

Foundation Builders

- Support continued investment in the enhancement of local sports facilities
- Connect visiting sports families with Rose District experiences and local business discovery.
- Encourage lodging growth more proximate to the sports venues

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2.3 DEVELOP CAMPAIGNS TO POSITION BROKEN ARROW AS A CHOICE FOR SMALL, OVERNIGHT-STAY PRODUCING MEETINGS

WHY IT MATTERS

Broken Arrow's meeting venues offer unparalleled regional convenience thanks to their proximity to major regional thoroughfares—expediting travel for in-state and regional attendees and reducing time spent "crossing town." Hosting a meeting in Broken Arrow also gives planners access to the Rose District's unique social and dining spaces for off-site dinners, walkable networking, and after-hours activities—delivering a citywide experience not found in other locations in the region.

RECOMMENDED TACTICS:

Immediate Wins

- Package existing materials that curate Rose District dining, entertainment, and art experiences and the city's Uber voucher program for meeting/sales stakeholders to help planners integrate Rose District activities into their conference programs.
- Prioritize outreach to select meeting planners and third-party planning companies who coordinate multiple events for corporate, association, and trade groups.

Foundation Builders

- Develop a "preferred partners" initiative establishing long-term relationships with local and regional meeting planners, especially those client portfolios that do not require large-scale convention facilities but value flexibility and connectivity to restaurants, shops, and cultural sites.
- Develop a co-op marketing program for interested hotels and venues Encourage Rose District businesses to create custom menus, event packages, and off-site visit programs for specific meeting groups with the potential for substantial overnight stay generation
- Support expansion of, or investment in, conference facilities to attract more multi-day meetings and regional events

Draft for City Council Approval

IMPERATIVE 3: STRENGTHEN BROKEN ARROW'S VISITOR ECOSYSTEM

A thriving visitor economy depends on a connected network of local businesses, attractions, lodging, cultural organizations, and city partners. This imperative enhances collaboration, transparency, and information-sharing across Broken Arrow's visitor ecosystem to improve local businesses' readiness for serving visitors and amplify the local economic impact of tourism.

OBJECTIVE:

Enable hospitality partners to participate fully in the city's visitor economy through communications, information sharing and tools to support stakeholders in adapting to travel market trends, delivering consistent visitor experiences, and maximizing the local benefit of tourism.

EXPECTED OUTCOMES:

- Increased local business participation in tourism programs and promotions
- Broader awareness of tourism's economic benefits among city and business leaders through data and information sharing.
- Attraction of regional events, meetings, and creative industry partners through coordinated marketing.
- Deepened and visible collaboration with the Muscogee (Creek) Nation to position Broken Arrow as a welcoming gateway to Muscogee heritage experiences.

Draft for City Council Approval

KEY STRATEGIES FOR IMPERATIVE 3

3.1 DEVELOP PROGRAMMING TO HELP LOCAL BUSINESSES BE MORE VISITOR-READY

WHY IT MATTERS:

Broken Arrow's strength as a destination is the tapestry of authentic and differentiated experiences to be enjoyed in the city. Connecting and networking elements of the tapestry to target visitor segments will increase visitation, encourage higher-spend visitors, and support local businesses.

RECOMMENDED TACTICS:

Immediate Wins

- Continue to develop targeted itineraries to share authentic local experiences to target visitor segments
- Develop training programs enhancing visitor service quality throughout the community

Foundation Builder

- Establish regular hospitality stakeholder meetings or forums to foster collaboration among businesses and information sharing around visitor performance
- Create co-op marketing initiatives showcasing community diversity and authentic character in target markets

3.2 CHAMPION THE VALUE OF TOURISM FOR BROKEN ARROW

WHY IT MATTERS:

Visits to Broken Arrow play a crucial role in enhancing the community's economic success and supporting restaurants, shops, and attractions that also contribute to the residents' overall quality of life. Tourism generates sales tax revenue that supports city services and creates employment opportunities. Tourism also extends the brand of Broken Arrow. Visit Broken Arrow's current focus on overnight visitors represents an important foundation for generating hotel tax revenue. At the same time, the department's efforts support and enhance the city's diverse visitor assets, maximizing the economic benefits of guest spending throughout the community

By championing tourism's comprehensive economic impact—not only hotel stays but also including day visitors who dine in the Rose District, shop at local businesses, and attend community events—Visit Broken Arrow can demonstrate tourism's vital role as an economic driver for the city

RECOMMENDED TACTICS:

Immediate Wins

- Build on regular reports to city leadership demonstrating tourism's role in supporting community priorities, job creation, and tax revenue generation that funds essential services and create messaging on the value of tourism for residents and local audiences.
- Implement an economic impact measurement system that documents tourism's total contribution to Broken Arrow's economy, including both overnight and day visitor spending across all business sectors, so that leaders, partners, and residents clearly see how visitor activity generates tax revenue, supports local businesses, creates jobs, and strengthens the case for continued investment in destination development

Transformative Initiative

- Establish strategic partnerships with local business organizations and the Chamber of Commerce to create integrated visitor experiences that maximize economic benefits throughout the community while preserving Broken Arrow's authentic small-town character

Draft for City Council Approval

3.3 EXPLORE OPTIONS FOR INCREASING RESOURCES AVAILABLE FOR DESTINATION PROMOTION AND MANAGEMENT

WHY IT MATTERS:

The tourism strategic plan asks Visit Broken Arrow to step into a broader role. Beyond promoting the destination, the organization is being called on to manage it—helping shape the experiences visitors have when they come here. That means new responsibilities and programming that demand more staff time, better real-time insight into how visitors are spending their time and money, and sharper, more targeted marketing. It also means supporting local hospitality businesses, so they are truly visitor-ready. Training, product development, and ongoing consultation are essential to making that happen, but they come with costs that stretch well beyond a traditional marketing budget.

RECOMMENDED TACTICS:

Foundation Builder

- Establish a Tourism Development Task Force comprised of city leadership, hospitality stakeholders, and business community representatives to identify a 10-year vision for growing the city's visitor economy.

Transformative Initiative

- Begin building out a long-term funding model based on what Visit Broken Arrow needs to execute and maintain the city's competitiveness as a destination. (This might include considering an initiative to raise the hotel lodging tax rate to match those of surrounding communities).

3.4 LEVERAGE BROKEN ARROW'S PROXIMITY TO AND RELATIONSHIP WITH THE MUSCOGEE (CREEK) NATION

WHY IT MATTERS:

Broken Arrow serves as the closest major city to Okmulgee, the capital of the Muscogee (Creek) Nation (MCN), creating a natural partnership opportunity that benefits both communities. The Nation has developed comprehensive plans for a new cultural center in Okmulgee that will showcase Muscogee heritage and attract visitors seeking authentic cultural experiences. However, there are opportunities to greatly expand educational accessibility and impact by investing and/or partnering in cultural offerings and similar initiatives in communities across the MCN Nation, particularly in Broken Arrow. The relationship between the two communities already exists through collaborative projects like the MCN collection at the Museum of Broken Arrow, which celebrates their shared heritage and demonstrates successful cultural partnership.

RECOMMENDED TACTICS:

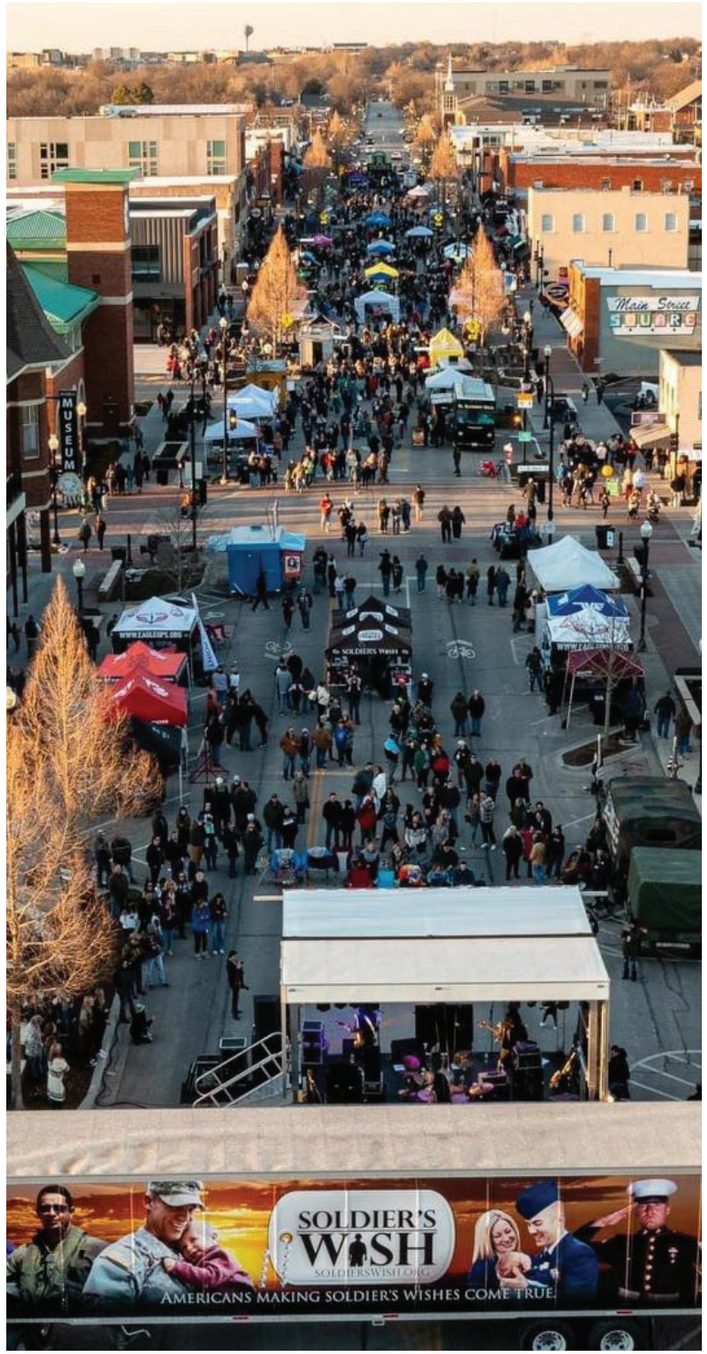
Foundation Builder

- Continue to nurture and build a relationship with the MCN and its economic development and tourism arms. Within that relationship building, identify the MCN's preference for Visit Broken Arrow to message and tell the story of the city's relationship with the Nation, emphasizing authentic representation and MCN-controlled narratives.
- Advocate for the expansion of the existing Museum of Broken Arrow partnership to include broader cultural interpretation throughout the Rose District and the city.

Transformative Initiative

- Discuss the potential of incorporating Muscogee language signage, cultural markers, and interpretive elements that acknowledge the area's heritage and connection to the MCN while directing visitors to the Nation's cultural center.
- Create a joint tourism strategy that positions Broken Arrow as a gateway city for visitors traveling to experience Muscogee culture in Okmulgee, developing coordinated itineraries that highlight both communities' complementary attractions and amenities.

Draft for City Council Approval



IMPERATIVE 4: OPTIMIZE VETERANS HERITAGE TOURISM

Broken Arrow's deep respect for veterans is woven into its identity and history. This imperative transforms that distinctive legacy into a defining visitor experience, creating a powerful platform for storytelling, education, and local pride—while strengthening the city's national visibility.

OBJECTIVE:

Elevate Broken Arrow's veterans story into a tourism pillar that honors service, sustains memory, and drives local cultural and economic vitality.

EXPECTED OUTCOMES:

- Recognition of Broken Arrow as a leading veterans heritage destination.
- Growth in regional and national visitation linked to veterans-focused events and attractions.
- Continued strong partnerships between the city, veterans groups, and veterans-focused attractions to develop commemorative programming.

Draft for City Council Approval

KEY STRATEGIES FOR IMPERATIVE 4

4.1 ESTABLISH NATIONAL VETERANS TOURISM LEADERSHIP

WHY IT MATTERS:

Authentic veterans heritage tourism leverages genuine community commitment while creating sustainable competitive advantage in specialized tourism markets.

RECOMMENDED TACTICS:

Immediate Wins

- Market comprehensive veterans' experiences to national heritage tourism companies
- Develop educational tourism programming for school groups and military organizations

Foundation Builders

- Position Broken Arrow as national model for veterans' heritage tourism
- Develop strategic partnerships with military museums and heritage organizations
- Create traveling exhibitions and programming sharing Broken Arrow's veterans' heritage story

4.2 CREATE SIGNATURE VETERANS HERITAGE TOURISM PROGRAMMING

WHY IT MATTERS:

Broken Arrow's commitment to veterans reflects genuine community values while creating unique tourism positioning that differentiates the city from competitors seeking to manufacture heritage attractions.

RECOMMENDED TACTICS:

Immediate Wins

- Develop comprehensive veterans experience packages combining heritage facilities with local hospitality
- Partner with veterans' organizations to develop educational tourism programming for school groups and military organizations

Foundation Builders

- Create premium veterans travel packages attracting the national market while honoring local military heritage.
- Create signature veterans' events designed for multi-day visitation while serving local veterans' community

Transformative Initiative

- Work with other local partners that serve the veterans' community and support efforts to create revenue-producing experiences, traveling exhibitions, or programming that share Broken Arrow's veterans' heritage story

Draft for City Council Approval

IMPERATIVE 5: EXPAND CREATIVE AND CULTURAL OFFERINGS

Creativity and the city's maker and agricultural heritage is another distinctive characteristic of the destination. This imperative capitalizes on Broken Arrow's expanding creative sectors—from film and live performance to public art—to position the city as a small-town hub of imagination and cultural vitality.

OBJECTIVE

Champion arts, culture, and creative industries as engines of community identity and targets for visitor growth, strengthening the Broken Arrow's brand as both authentic and forward-looking.

EXPECTED OUTCOMES

- Expansion of local film, festival, and performing arts programming that attract regional audiences.
- Deepened partnerships between artists, cultural groups, and local businesses through public arts.
- Enhanced perception of Broken Arrow as a welcoming, culturally rich community.

Draft for City Council Approval

KEY STRATEGIES FOR IMPERATIVE 5

5.1 DEVELOP FILM TOURISM SHOWCASING COMMUNITY CHARACTER

WHY IT MATTERS:

Film tourism builds on the momentum and success of the city's Film incentive and leverages Broken Arrow's authentic small-town character to create additional visitor attractions and destination promotion opportunities.

TACTICS & BEST PRACTICES:

Immediate Wins

- Based on the pilot program success, transition the incentive from a pilot program to a permanent budget item.
- Develop robust location and film production package/portfolio to attract producers
- Market Rose District and community locations for authentic small-town, Oklahoma, or western/ cowboy-heritage film settings

Foundation Builders

- Leverage film productions for broader community promotion and marketing
- Encourage the establishment of production services businesses that will generate location fees and crew spending in local businesses

Transformative Initiative

- Develop film location tours and production experiences highlighting community assets

5.2 ENHANCE ARTS AND CULTURAL PROGRAMMING

WHY IT MATTERS:

Arts and cultural development that builds on existing community assets create year-round visitor attractions while enhancing quality of life for residents.

TACTICS & BEST PRACTICES:

Foundation Builder

- Support local arts organizations like ArtsOK (for example: PAC and Arts@302) in developing visitor-attractive programming
- Develop arts and culture trails connecting community assets and local businesses

Transformative Initiative

- Support a public art campaign or other placemaking developments tied to the Rose District Master Plan, enhancing downtown's vibrancy and visitor appeal.

Draft for City Council Approval

IMPLEMENTATION | MOVING FORWARD

The *Legacy & Opportunity Plan* positions Visit Broken Arrow to nurture and grow the city's visitor economy with purpose—connecting its destination assets, community pride, and hospitality partnerships into a more coordinated and resilient visitor ecosystem. This next chapter calls for continued alignment across city departments and community partners to advance a shared vision: defining Broken Arrow as the heart of America's biggest small-town experience.

To lead the efforts to attain this vision, Visit Broken Arrow will strengthen collaboration with hospitality and small business partners, helping them become more visitor-ready through data-driven marketing and coordinated storytelling. Efforts will center on ensuring that tourism promotion initiatives and programming generate tangible benefits for residents, enhance the city's identity, and elevate visitor experiences. Early success will depend on the ability to connect and activate the city's anchor destination assets and programming—such as the Rose District, the Sunset Amphitheater, and the film incentive.

At the same time, Broken Arrow's tourism future will flourish through deeper partnerships. Ongoing collaboration with local entrepreneurs and small, visitor-facing businesses, veterans organizations, creative organizations, and the Muscogee (Creek) Nation will expand the city's reach and differentiate its tourism promotion. These relationships will also strengthen storytelling to attract visitors (including locals), enrich cultural programming, and encourage increased visitor spending across the city.

Each partner within the Legacy Opportunity framework has a meaningful role in shaping the city's future as a destination. Through this effort, Visit Broken Arrow will grow tourism in the city, ensuring that it remains a driver of economic activity, community pride, and quality of place—extending Broken Arrow's brand, reinforcing its identity, and sustaining the welcoming spirit that defines this community.

Draft for City Council Approval

Draft for City Council Approval

City of Broken Arrow

Request for Action

File #: 25-1618, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:

Consideration, discussion, and possible approval of Resolution No. 1723 authorizing the City Attorney to enter into a Final Journal Entry of Judgment in SOOD Realty, LLC vs. The City of Broken Arrow et. al., Wagoner County District Court, Case Number: CV-2025-177, authorizing foreclosure of a utility easement situated on property one-half mile north of Dearborn Street (41st Street), one-half mile west of 37th Street (209th East Avenue) at 20105 East 36th Place, Wagoner County, State of Oklahoma, (Section 19, T19N, R15E)

Background:

On July 31, 2023, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted Ordinance No. 3797 closing a utility easement located on property located one-half mile north of Dearborn Street (41st Street), one-half mile west of 37th Street (209th East Avenue) at 20105 East 36th Place, Wagoner County, State of Oklahoma, (Section 19, T19N, R15E). The easement is more particularly described as follows:

> A tract of land described as the Seventeen and one-half (17.5) foot wide Utility Easement located in Lot Six (6) of Block Two (2) of Amended Glen Eagles Addition, Wagner County, State of Oklahoma, according to the recorded plat thereof, being more particularly described as follows:
>
> Commencing at the Southeast corner of Lot 6, Block 2, Amended Glen Eagles Addition; thence N00°03'26"E along the East line of said Lot 6 a distance of 74.00 feet to the Point of Beginning; thence N89°51'55"W a distance of 112.57 feet to the West line of said Lot 6; thence N38° 38'47"W along the West line of said Lot 6 a distance of 22.45 feet; thence S89°51'55"E a distance of 126.62 feet to the East line of said Lot 6; thence S00°03'26"W a distance of 17.50 feet to the Point of Beginning.

On September 10, 2025, the current owner of the subject property filed suit to foreclose the right to reopen a utility easement. There is no necessity for reopening the utility easement and the easement is no longer required for public purposes. Furthermore, no public convenience or necessity exists for the reopening of the utility easement and the foreclosure of the right to reopen the utility easement will not injuriously affect the rights of the owners of the property in the vicinity of the easement.

Accordingly, as a result of the foregoing, Legal recommends approval to enter into a Final Journal Entry of Judgment foreclosing the above-described utility easement that was closed by Ordinance No. 3797 enacted by the City Council on July 31, 2023.

Cost: $0

Funding Source: N/A

Requested By: Legal

Approved By: Legal

Attachments: Resolution No. 1723

Recommendation:
Approve Resolution No. 1723

RESOLUTION NO. 1723

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A FINAL JOURNAL ENTRY OF JUDGMENT IN SOOD REALTY, LLC VS. THE CITY OF BROKEN ARROW ET. AL., WAGONER COUNTY DISTRICT COURT, CASE NUMBER: CV-2025-177, AUTHORIZING FORECLOSURE OF A UTILITY EASEMENT SITUATED ON PROPERTY ONE-HALF MILE NORTH OF DEARBORN STREET (41ST STREET), ONE-HALF MILE WEST OF 37TH STREET (209TH EAST AVENUE) AT 20105 EAST 36TH PLACE, WAGONER COUNTY, STATE OF OKLAHOMA, (SECTION 19, T19N, R15E).

WHEREAS, on July 31, 2023, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted Ordinance No. 3797 closing a utility easement located on property located one-half mile north of Dearborn Street (41st Street), one-half mile west of 37th Street (209th East Avenue) at 20105 East 36th Place, Wagoner County, State of Oklahoma, (Section 19, T19N, R15E). The utility easement is more particularly described as follows:

> A tract of land described as the Seventeen and one-half (17.5) foot wide Utility Easement located in Lot Six (6) of Block Two (2) of Amended Glen Eagles Addition, Wagner County, State of Oklahoma, according to the recorded plat thereof, being more particularly described as follows:
>
> Commencing at the Southeast corner of Lot 6, Block 2, Amended Glen Eagles Addition; thence N00°03'26"E along the East line of said Lot 6 a distance of 74.00 feet to the Point of Beginning; thence N89°51'55"W a distance of 112.57 feet to the West line of said Lot 6; thence N38°38'47"W along the West line of said Lot 6 a distance of 22.45 feet; thence S89°51'55"E a distance of 126.62 feet to the East line of said Lot 6; thence S00°03'26"W a distance of 17.50 feet to the Point of Beginning.

WHEREAS, on September 10, 2025, the current owner of the subject property filed suit with the Wagoner County District Court to foreclose the right to reopen a utility easement;

WHEREAS, there is no necessity for reopening the utility easement and the easement is no longer required for public purposes;

WHEREAS, no public convenience or necessity exists for the reopening of the utility easement and the foreclosure of the right to reopen the easement will not injuriously affect the rights of the owners of the property in the vicinity of the easement;

WHEREAS, all of the Defendants in the above captioned matter are anticipated to disclaim interest in the property of the utility easement which is the subject of the Final Journal Entry of Judgment;

WHEREAS, the Legal Department and City Staff recommend that the City Council authorize the City Attorney to enter into a Final Journal Entry of Judgment, as the Defendant,

foreclosing the above-described utility easement that was closed by Ordinance No. 3797 enacted by the City Council on July 31, 2023; and

WHEREAS, it is the desire of the Council to authorize the City Attorney to enter into the Final Journal Entry of Judgment in the above matter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Broken Arrow, Oklahoma, that the City Attorney is authorized to enter into a Final Journal Entry of Judgment, as Defendant, foreclosing the utility easement situated one-half mile north of Dearborn Street (41st Street), one-half mile west of 37th Street (209th East Avenue) at 20105 East 36th Place, Wagoner County, State of Oklahoma, (Section 19, T19N, R15E).

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 17th day of November, 2025.

_____
MAYOR

ATTEST:

_____
(seal) City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

City of Broken Arrow

Request for Action

File #: 25-1620, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Consideration, discussion and possible approval of Drainage Advisory Committees recommendation for expenditure of 2018 General Obligation bond funds for drainage design improvements to a drainage channel located in the 6100 Center Commercial subdivision

Background:
The case was brought before the Drainage Advisory Committee on October 27, 2025 for design funds to design drainage improvements to an existing concrete lined channel on private property in the 6100 Center Commercial subdivision located between 1804 N. Willow Ave. and 1901 N. Willow Ave. The committee voted 6-0 to recommend approval of expenditure of funds.

The existing channel was constructed in 1985 using spray cement. The water is flowing under the concrete channel, as the bottom of the channel has failed and the sidewalls have washed out. The property management company has attempted temporary repairs but proven insufficient. The deterioration of the channel poses potential risks and adverse impacts to surrounding property owners. There is an existing sanitary sewer line that runs parallel to the drainage channel as well that could be at potential risk from the eroding channel.

Part of the channel was damaged when the City came in to make repairs on the City's sanitary sewer system.

This is in the Haikey Creek Watershed.

Staff is requesting $50,000.00 of the 2018 General Obligation Bond Proposition 6 funds to design drainage improvements to the existing concrete lined drainage channel.

Cost: $50,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve the expenditure of 2018 General Obligation bond funds for drainage design improvements to a drainage channel located in the 6100 Center Commercial subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	October 16, 2025
NAME	David Hall – 6100 Center
ADDRESS / LOCATION	1801 to 1919 N. Willow Ave.
WATERSHED	Haikey Creek
ESTIMATE	$50,000
CASE NO.	25-020

DESCRIPTION

The commercial subdivision was platted in 1985. An existing drainage channel located in the 6100 Center development, approximately 1600 LF long, is deteriorating. A fabriform (fabric formed concrete) channel was constructed by the developer in 1985. Due to deterioration of the channel, water flows under the original channel and some of the channel walls are sliding into the bottom. As a result, the bottom of the channel has failed and the sidewalls have washed out.

The deterioration of the channel poses potential risks and adverse impacts to surrounding property owners, existing utility poles, and the city's sanitary sewer system. Temporary repairs have been attempted by the property management but have proven insufficient with time.

The City of Broken Arrow has an existing 8-inch Sanitary Sewer line that runs on the east side, parallel to the drainage channel. There is no direct access to the City's sewer system. The City will be requesting an easement across the channel for access.

The sanitary sewer is in a sewer easement, but there is no easement for the drainage channel.

The water flowing under the concrete channel could be a potential risk to the city's sanitary sewer system and existing utility poles also located along the drainage channel.

Staff is requesting $50,000.00 for design funds.

Case No. 25-020

BENEFIT

Provide a design to improve the existing channel and protect the city's sanitary sewer line and utility lines.

RECOMMENDATION		
Approve the request for expenditure of $50,000 to design improvements.		
COMPLETED BY:	**Sarah Walters**	**DATE: 10/16/2025**

Drainage Committee Application

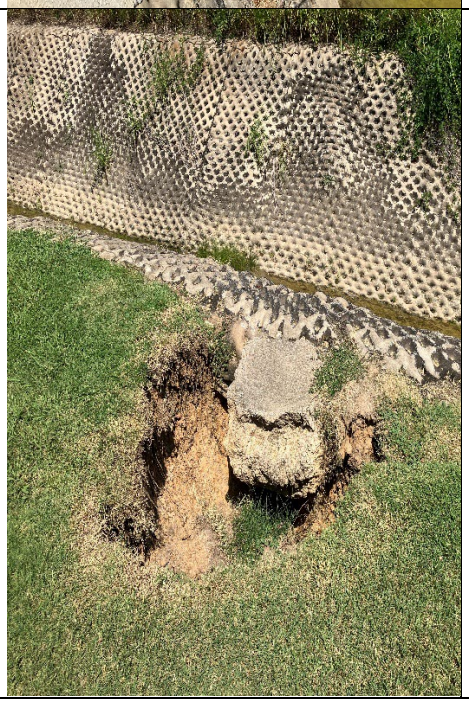
Fill out the form below to have a drainage issue near you considered for improvement by the Drainage Advisory Committee.
You can also download a PDF of the form to fill in, and return it to:
engineering.stormwater@brokenarrowok.gov OR mail to:
Stormwater Division Manager
PO BOX 610
Broken Arrow, OK 74013

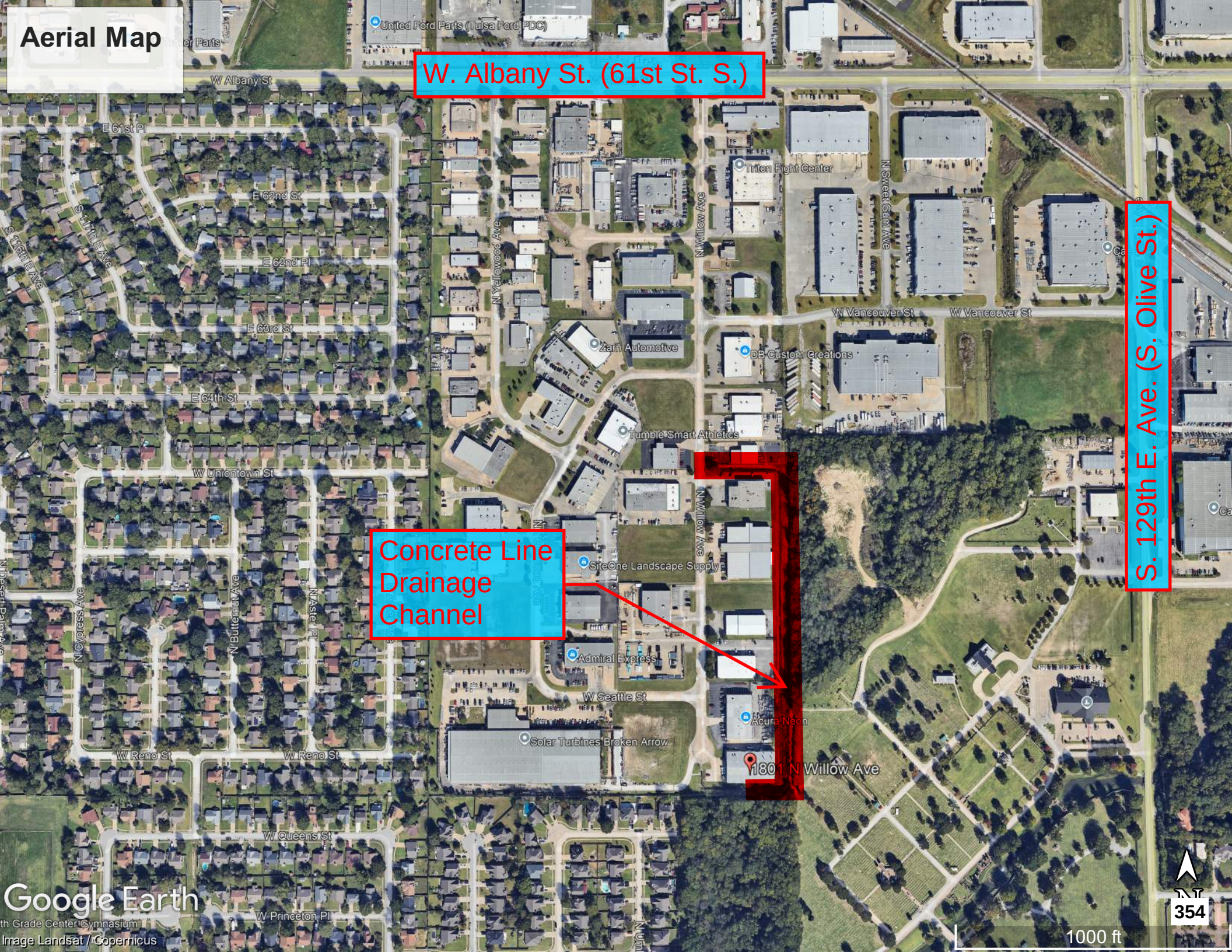
* Owner Name: 6100 Center Property Owners Association
First Name: David Last Name: Hall Title: Property Manager
Phone 918-808-7373 cell 918-665-2700 office
Email dave@imperialproperties.com
Owner Mailing Address 6130 East 32nd Street, Suite 108, Tulsa, OK 74135
Street Number and Name: 6130 East 31st Street Unit Number: 108 CityState: Tulsa, OK
Province/RegionPostal/ZIP Code: 74135

Address of Property with Drainage Problem :
Street Number and Name: 1801 to 1919 N Willow Ave. CityState: Broken Arrow OK 74012
Location of Drainage Issue on Property: The easterly 100 feet of all the listed properties and the northern 50 feet of 1919 North Willow Ave.

* Description of Problem:
The Drainage Channel is about1600 FEET long and was constructed by the original developer in about 1985 using spray cement (Gunnite). Currently the bottom of the channel and sidewalls are compromised; with water flowing under and behind the original structure. Some walls are sliding into the bottom as the bottom has failed and the sidewalls washed out. The failure of the channel where other properties' runoff flows into it is also significant. During a heavy rain event there is considerable risk to all properties along the channel and downstream of failure of this structure which could cause further erosion.
The deterioration has not only led to visible structural instability, but also poses potential risks to neighboring properties and public safety. Erosion and improper water flow have accelerated the damage, and temporary repairs have proven insufficient over time. It is crucial to address these concerns promptly to prevent further degradation, including undermining of adjacent foundations and possible flooding during periods of heavy rainfall.

Please attach photos depicting the Drainage Issue: See Photos attached next page




Aerial Map
W. Albany St. (61st St. S.)
S. 129th E. Ave. (S. Olive St.)
Concrete Line Drainage Channel
1801 N Willow Ave
W Albany St
E 61st Pl
E 62nd St
E 62nd Pl
E 63rd St
E 64th St
S 117th E Ave
S 116th E Ave
W Uniontown St
N Cypress Ave
N Buttermut Ave
N Aster Pl
W Reno St
W Queens St
W Princeton Pl
N Yellowood Ave
N Willow Ave
N Sweet Gum Ave
W Vancouver St
W Seattle St
United Ford Parts (Tulsa Ford PDC)
Triton Fight Center
Zarn Automotive
DB Custom Creations
Tumble Smart Athletics
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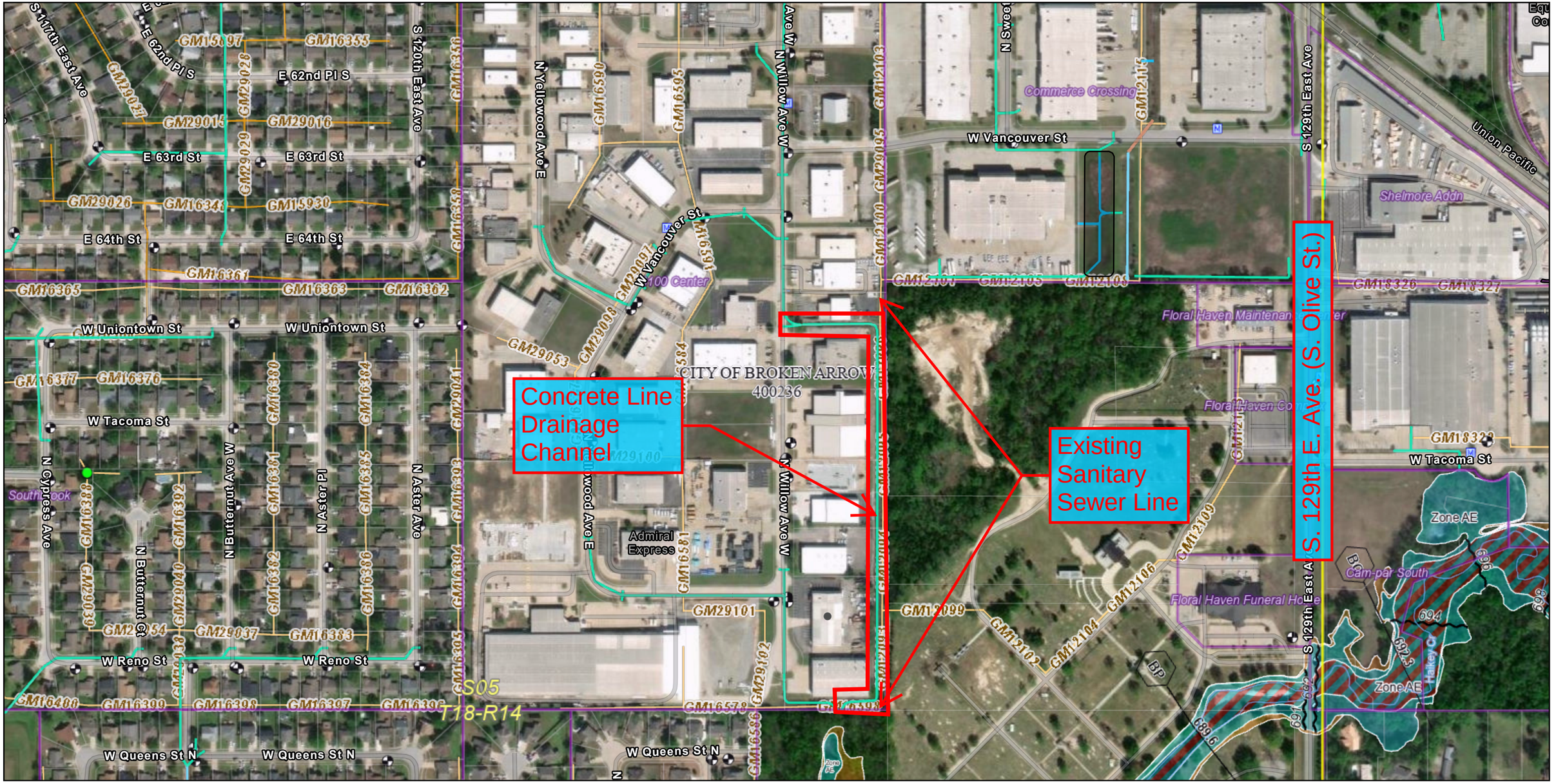
Admiral Express
Acura Neon
Solar Turbines Broken Arrow
Google Earth
Image Landsat / Copernicus
1000 ft
354

Stormwater Utility Map



10/16/2025 1:23 PM

Address Points
Creeks
City Owned Detention Ponds
Private Detention Ponds
PLSS (ODOT 2020)
Fenceline
City Limits
Streams
SubDivisions
Parcels (INCOG)

Primary Frontal Dunes

Flood Hazard Zones

Zone Type
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Risk Due to Levee
Area with Risk Due to Levee

Flood Hazard Boundaries

Line Type
Limit Lines
SFHA / Flood Zone Boundary
Flowage Easement Boundary
Limit of Moderate Wave Action
River Mile Markers

General Structure

Flood
Bridge
Dam, Weir,
Other
Transect
Coastal
Levees
Base Flood

This map's utility information is for general purposes only. The City of Broken Arrow makes no warranties regarding its accuracy, completeness, or reliability. Use of this information is at risk.

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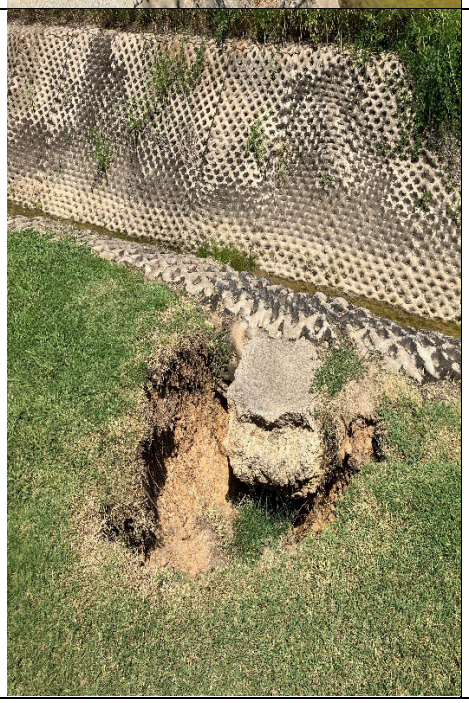

DRAINAGE CHANNEL LOCATION

6100 CENTER

AN ADDITION TO THE CITY OF BROKEN ARROW
OF THE
W1/2 OF THE NE1/4 OF SECTION-5, T-18-N, R-14-E
TULSA COUNTY, OKLAHOMA

SCALE IN FEET: 0 50 100 200 300 400

P.U.D. NO. 35
P.U.D. NO. 47

OWNER

TOM S. GRAHAM
608 NORTH WALNUT
BROKEN ARROW, OKLAHOMA 74012
PHONE (918) 251-7401

ENGINEER

SISEMORE-SACK-SISEMORE & ASSOC., INC
5359 SOUTH SHERIDAN ROAD
TULSA, OKLAHOMA 74145
PHONE (918) 622-0151

356273

4575

SUBDIVISION CONTAINS 84 LOTS

BLOCK-1	CONTAINS	5.2408	ACRES
BLOCK-2	CONTAINS	6.2472	ACRES
BLOCK-3	CONTAINS	17.5939	ACRES
BLOCK-4	CONTAINS	7.7025	ACRES
BLOCK-5	CONTAINS	4.8451	ACRES
BLOCK-6	CONTAINS	16.3071	ACRES
BLOCK-7	CONTAINS	11.0293	ACRES

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA
I, Joan Hastings, Tulsa County Clerk, in and for the County and State 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 19 day of Mar 19 85
JOAN HASTINGS, Tulsa County Clerk
Deputy

APPROVED 3-15-85 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor Nick Hood
Attest: City Clerk Lana Spurlock

THE APPROVAL AND FILING OF THIS PLAT DOES NOT GUARANTEE THAT CONNECTIONS WILL BE PERMITTED TO THE HAIKEY CREEK/LYNN LANE WASTEWATER TREATMENT PLANT. THE OWNER IS RESPONSIBLE FOR OBTAINING, FROM THE CITY ENGINEER, A CONNECTION CONTRACT AND/OR CONNECTION PERMIT, CERTIFYING TO CAPACITY. IF CAPACITY IS NOT AVAILABLE, CONNECTION OF THE LOT WILL NOT BE PERMITTED.

CERTIFICATE

As required by Title 11, Chapter 13, Section 51 of the Oklahoma Statutes, I hereby certify that all ad valorem taxes involved in this plat, all special assessments levied on the property which has been platted and securely as required by said statute, and which has been established in the amount of $ 235.00 per acre for the year 3373 to be applied to 19 85 taxes, and to be collected in 19 .
This certificate is issued to be construed as pursuant of 19 85 taxes for such year is given in order that this plat may be filed of record. 19 85 taxes could exceed [illegible] by deposit.
Dated Mar 19 19 85
JOHN D. CAMPBELL
TULSA COUNTY TREASURER
By: Deputy

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD
1985 MAR 19 AM 10 10
TULSA COUNTY CLERK

City of Broken Arrow

Request for Action

File #: 25-1580, **Version:** 1

Broken Arrow City Council
Meeting of: 11-17-2025

Title:
Consideration, discussion, and possible approval of and authorization to award the Lowest Responsible bid to Gober Construction LLC. and approve and authorize execution of a construction contract for the Old Town Houston Street Storm Water Improvements Fort Worth Street to South 9th Street (Project SW26010)

Background:
This Project includes excavation, grading, creating a drainage channel, approximately 614 Linear Feet of 18" polypropylene drainage pipe, and culverts. Project also includes erosion control, removal and replacement of sidewalks and driveways, construction staking, and other utility construction activities. Project is to address erosion along the channel and improve stormwater flow along Houston St. This project is located along Houston Street from Fort Worth Street to South 9th Street in Broken Arrow, OK. Construction time for this contract will be One Hundred Fifty (150) Calendar days. This Project was advertised with the 12" Waterline and Bore Improvements in the same area (Project 2254401) to ensure proper coordination and efficiency with work for both projects.

This Project was advertised on October 2nd and 9th, 2025. An optional Pre-Bid Meeting was held virtually on October 16th, 2025. There were five (5) bids received on October 23rd, 2025. The lowest bid was Stronghand LLC. For a Bid of $440,703.01, however, after investigating with references they were found to not be a responsible bidder. City Staff recommends the lowest responsible bid as Gober Construction LLC. for a Bid of $565,940.00. The Engineer's Estimate for the Bid is $686,285.00.

Cost: $565,940.00

Funding Source: Storm Water Capital Funds

Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Old Town Houston St. Waterline Bore and Storm Water Improvements Fort Worth St. to S. 9th St. Certified Bid Tabulation, Garver Letter of Recommendation of Award

Recommendation:
Award the lowest responsible bid to Gober Construction LLC. and approve and authorize execution of a construction contract for the Old Town Houston Street Storm Water Improvements Fort Worth Street to South 9th Street (Project SW26010)

Old Town Houston St. Waterline Bore and Stormwater Improvements Fort Worth St. to S. 9th St. (#9894508)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
10/23/2025 01:45 PM CDT

						Engineer Estimate		Stronghand LLC		Gober Construction LLC - Tulsa, OK		Magnum Construction, Inc.		Cherokee Pride Construction Inc./ Sapulpa, ok		Cimarron Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
WL Bore	1	BA 301	MOBILIZATION	LS	1	$22,000.00	$22,000.00	$16,974.93	$16,974.93	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$9,526.00	$9,526.00
	2	BA 310	RIGHT OF WAY CLEARING AND RESTORING	LS	1	$33,000.00	$33,000.00	$5,844.05	$5,844.05	$7,000.00	$7,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$46,055.00	$46,055.00
	3	BA 314	BORED CROSSING (24" STEEL CASING)	Ln Ft	77	$935.00	$71,995.00	$306.06	$23,566.62	$714.00	$54,978.00	$1,000.00	$77,000.00	$700.00	$53,900.00	$1,637.29	$126,071.33
	4	BA 316	PAVEMENT REMOVAL AND REPLACEMENT	Sq Yd	6	$209.00	$1,254.00	$190.71	$1,144.26	$800.00	$4,800.00	$500.00	$3,000.00	$300.00	$1,800.00	$397.51	$2,385.06
	5	BA 401-1	PVC PIPE INSTALLATION (WATER) (12")	Ln Ft	150	$154.00	$23,100.00	$85.14	$12,771.00	$90.00	$13,500.00	$600.00	$90,000.00	$250.00	$37,500.00	$264.26	$39,639.00
	6	BA 410A1	BEND (12") (11.25°)	Ea	2	$3,300.00	$6,600.00	$1,084.15	$2,168.30	$1,000.00	$2,000.00	$2,850.00	$5,700.00	$2,000.00	$4,000.00	$1,453.94	$2,907.88
	7	BA 410A3	BEND (12") (45°)	Ea	4	$3,300.00	$13,200.00	$1,194.99	$4,779.96	$1,000.00	$4,000.00	$4,100.00	$16,400.00	$2,000.00	$8,000.00	$1,714.67	$6,858.68
	8	BA 410F1	RESTRAINED JOINT (12" PVC)	Ea	21	$330.00	$6,930.00	$428.21	$8,992.41	$800.00	$16,800.00	$525.00	$11,025.00	$300.00	$6,300.00	$36.00	$756.00
	9	BA 412A	SERVICE LINE 3/4 INCH	Ea	1	$1,650.00	$1,650.00	$1,085.20	$1,085.20	$2,500.00	$2,500.00	$1,050.00	$1,050.00	$2,000.00	$2,000.00	$2,448.55	$2,448.55
	10	BA 413A1	SERVICE LINE TAP (3/4")	Ea	1	$1,650.00	$1,650.00	$1,415.57	$1,415.57	$2,000.00	$2,000.00	$400.00	$400.00	$1,000.00	$1,000.00	$738.15	$738.15
	11	BA 432	WATER METER BOX	Ea	1	$660.00	$660.00	$533.91	$533.91	$2,500.00	$2,500.00	$675.00	$675.00	$1,000.00	$1,000.00	$712.85	$712.85
					WL Bore Total:		**$182,039.00**		**$79,276.21**		**$115,078.00**		**$240,250.00**		**$130,500.00**		**$238,098.50**
Stormwater Improvements	12	201(A)	CLEARING AND GRUBBING	LS	1	$27,500.00	$27,500.00	$6,078.04	$6,078.04	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$19,983.43	$19,983.43
	13	202(A)	UNCLASSIFIED EXCAVATION	CY	1846	$27.50	$50,765.00	$35.53	$65,588.38	$20.00	$36,920.00	$35.00	$64,610.00	$20.00	$36,920.00	$80.51	$148,621.46
	14	221(G)	TEMPORARY FIBER LOG	LF	170	$22.00	$3,740.00	$4.96	$843.20	$15.00	$2,550.00	$22.00	$3,740.00	$20.00	$3,400.00	$14.01	$2,381.70
	15	221(H)	(PL) TEMPORARY INLET SEDIMENT FILTER	Ea	3	$275.00	$825.00	$392.86	$1,178.58	$800.00	$2,400.00	$600.00	$1,800.00	$1,000.00	$3,000.00	$272.85	$818.55
	16	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	4524	$7.50	$33,930.00	$5.93	$26,827.32	$5.00	$22,620.00	$5.00	$22,620.00	$5.00	$22,620.00	$6.84	$30,944.16
	17	303(A)	AGGREGATE BASE TYPE A	CY	209	$82.50	$17,242.50	$72.77	$15,208.93	$60.00	$12,540.00	$55.00	$11,495.00	$65.00	$13,585.00	$144.87	$30,277.83
	18	310(B)	SUBGRADE, METHOD B	SY	931	$7.50	$6,982.50	$3.06	$2,848.86	$10.00	$9,310.00	$13.00	$12,103.00	$2.00	$1,862.00	$29.90	$27,836.90
	19	402	(PL) TRAFFIC BOUND SURFACE COURSE	Cu Yd	15	$192.50	$2,887.50	$72.47	$1,087.05	$115.00	$1,725.00	$114.00	$1,710.00	$100.00	$1,500.00	$178.53	$2,677.95
	20	602(B)	REVETMENT MATTRESSES	Sq Yd	273	$93.50	$25,525.50	$26.95	$7,357.35	$75.00	$20,475.00	$130.00	$35,490.00	$100.00	$27,300.00	$131.28	$35,839.44
	21	610(A)	4" CONCRETE SIDEWALK	SY	174	$110.00	$19,140.00	$96.17	$16,733.58	$75.00	$13,050.00	$80.00	$13,920.00	$90.00	$15,660.00	$169.26	$29,451.24
	22	610(B)	6" CONCRETE DRIVEWAY (H.E.S)	Sq Yd	621	$93.50	$58,063.50	$63.64	$39,520.44	$85.00	$52,785.00	$95.00	$58,995.00	$90.00	$55,890.00	$180.75	$112,245.75
	23	610(I)	TACTILE WARNING DEVICE- NEW	Sq Ft	80	$55.00	$4,400.00	$43.48	$3,478.40	$100.00	$8,000.00	$45.00	$3,600.00	$35.00	$2,800.00	$58.77	$4,701.60
	24	613(EE)	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	Ln Ft	959	$93.50	$89,666.50	$53.55	$51,354.45	$75.00	$71,925.00	$90.00	$86,310.00	$200.00	$191,800.00	$136.74	$131,133.66
	25	613(M)	TYPE A4 CULVERT END TREATMENT	Ea	15	$825.00	$12,375.00	$2,015.01	$30,225.15	$2,800.00	$42,000.00	$2,000.00	$30,000.00	$2,000.00	$30,000.00	$5,102.25	$76,533.75
	26	613(M)	TYPE AA4 CULVERT END TREATMENT	Ea	16	$1,650.00	$26,400.00	$2,763.47	$44,215.52	$3,500.00	$56,000.00	$2,900.00	$46,400.00	$2,000.00	$32,000.00	$5,302.50	$84,840.00
	27	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	1	$11,000.00	$11,000.00	$2,816.82	$2,816.82	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$5,000.00	$5,000.00	$6,779.19	$6,779.19
	28	619(B)	REMOVAL OF ASPHALT DRIVEWAYS	SY	147	$22.00	$3,234.00	$42.41	$6,234.27	$65.00	$9,555.00	$22.00	$3,234.00	$50.00	$7,350.00	$44.87	$6,595.89
	29	619(B)	REMOVAL OF CONCRETE DRIVEWAYS	SY	250	$16.50	$4,125.00	$37.47	$9,367.50	$45.00	$11,250.00	$22.00	$5,500.00	$50.00	$12,500.00	$50.44	$12,610.00
	30	619(B)	REMOVAL OF GRAVEL DRIVEWAYS	SY	232	$16.50	$3,828.00	$27.62	$6,407.84	$35.00	$8,120.00	$10.00	$2,320.00	$30.00	$6,960.00	$15.17	$3,519.44
	31	629(D)	REMOVE AND RESET MAILBOX	Ea	9	$220.00	$1,980.00	$339.21	$3,052.89	$1,000.00	$9,000.00	$210.00	$1,890.00	$500.00	$4,500.00	$1,420.33	$12,782.97
	32	641	MOBILIZATION	Ea	1	$55,000.00	$55,000.00	$36,629.29	$36,629.29	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$70,000.00	$70,000.00	$21,753.50	$21,753.50
	33	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	$16,500.00	$16,500.00	$2,889.22	$2,889.22	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$4,000.00	$4,000.00	$12,992.65	$12,992.65
	34	880(I)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$11,000.00	$11,000.00	$13,784.20	$13,784.20	$20,000.00	$20,000.00	$16,000.00	$16,000.00	$2,000.00	$2,000.00	$20,856.63	$20,856.63
	35	SPECIAL	TYPE 1 AC PATCH	SY	308	$495.00	$152,460.00	$93.30	$28,736.40	$200.00	$61,600.00	$100.00	$30,800.00	$300.00	$92,400.00	$148.83	$45,839.64
	36	SPECIAL	TYPE B RAMP	Ea	8	$1,925.00	$15,400.00	$1,193.86	$9,550.88	$4,000.00	$32,000.00	$1,200.00	$9,600.00	$2,500.00	$20,000.00	$2,455.00	$19,640.00
	37	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	Ea	1	$22,000.00	$22,000.00	$5,768.40	$5,768.40	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$7,703.13	$7,703.13
	38	SPECIAL	PROJECT SIGNS	Ea	2	$3,850.00	$7,700.00	$787.97	$1,575.94	$1,500.00	$3,000.00	$750.00	$1,500.00	$1,000.00	$2,000.00	$718.02	$1,436.04
	39	325	SEPARATOR FABRIC	SY	523	$5.00	$2,615.00	$2.57	$1,344.11	$5.00	$2,615.00	$3.00	$1,569.00	$4.00	$2,092.00	$2.00	$1,046.00
					Stormwater Improvements Total:		**$686,285.00**		**$440,703.01**		**$565,940.00**		**$550,206.00**		**$712,139.00**		**$911,842.50**
					Bid Total:		**$868,324.00**		**$519,979.22**		**$681,018.00**		**$790,456.00**		**$842,639.00**		**$1,149,941.00**

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on October 23, 2025. This Document does not imply that the contract will be awarded to any particular Bidder.
The City of Broken Arrow reserves the right to accept or reject any and all bids.

Emily Rowland

Emily Rowland, P.E.
Environmental Division Manager

6100 South Yale
Suite 1300
Tulsa, OK 74136
TEL 918.250.5922
www.GarverUSA.com

November 5, 2025

Environmental Division Manager
Attn: Emily Rowland, P.E.
City of Broken Arrow
PO Box 610
485 N. Poplar Ave.
Broken Arrow, OK 74012

Re: Recommendation of Award for The City of Broken Arrow Old Town Houston St. Waterline Bore and Stormwater Improvement Fort Worth St. to S. 9th St. (#9894508)

Dear Ms. Rowland:

Enclosed is the bid tabulation for the bids received on Thursday, October 23, 2025, for the above referenced project. The following were the apparent proposal results:

CONTRACTOR	STORMWATER	WATERLINE BORE	TOTAL BASE BID
Engineer's Estimate	$686,285.00	$182,039.00	$868,324.00
Stronghand LLC	$440,703.01	$79,276.21	$519,979.22
Gober Construction LLC	$565,940.00	$115,078.00	$681,018.00
Magnum Construction, Inc.	$550,206.00	$240,250.00	$790,456.00
Cherokee Pride Construction Inc.	$712,139.00	$130,500.00	$842,639.00
Cimarron Construction Company	$911,842.50	$238,098.50	$1,149,941.00

Based upon the information supplied the lowest bidder was deemed unresponsible due to multiple negative references supplied in their bid package. As a result, we recommend the award of both the stormwater improvements and waterline bore contracts for the above referenced project to the lowest, responsible bidder, **Gober Construction LLC.**

TOTAL AWARD AMOUNT **$681,018.00**

Please place this item on the next available council agenda for consideration. Please contact me at (918) 858-4887 should you have any questions or concerns.

Sincerely,
Garver, LLC

Thomas Helvick, P.E.
Attachment: Bid Tabulation

Old Town Houston St. Waterline Bore and Stormwater Improvements Fort Worth St. to S. 9th St. (#9894508)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
10/23/2025 01:45 PM CDT

						Engineer Estimate		Stronghand LLC		Gober Construction LLC - Tulsa, OK		Magnum Construction, Inc.		Cherokee Pride Construction Inc./ Sapulpa, ok		Cimarron Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	BA 301	MOBILIZATION	LS	1	$22,000.00	$22,000.00	$16,974.93	$16,974.93	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$9,526.00	$9,526.00
	2	BA 310	RIGHT OF WAY CLEARING AND RESTORING	LS	1	$33,000.00	$33,000.00	$5,844.05	$5,844.05	$7,000.00	$7,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$46,055.00	$46,055.00
	3	BA 314	BORED CROSSING (24" STEEL CASING)	Ln Ft	77	$935.00	$71,995.00	$306.06	$23,566.62	$714.00	$54,978.00	$1,000.00	$77,000.00	$700.00	$53,900.00	$1,637.29	$126,071.33
	4	BA 316	PAVEMENT REMOVAL AND REPLACEMENT	Sq Yd	6	$209.00	$1,254.00	$190.71	$1,144.26	$800.00	$4,800.00	$500.00	$3,000.00	$300.00	$1,800.00	$397.51	$2,385.06
	5	BA 401-1	PVC PIPE INSTALLATION (WATER) (12")	Ln Ft	150	$154.00	$23,100.00	$85.14	$12,771.00	$90.00	$13,500.00	$600.00	$90,000.00	$250.00	$37,500.00	$264.26	$39,639.00
WL Bore	6	BA 410A1	BEND (12") (11.25°)	Ea	2	$3,300.00	$6,600.00	$1,084.15	$2,168.30	$1,000.00	$2,000.00	$2,850.00	$5,700.00	$2,000.00	$4,000.00	$1,453.94	$2,907.88
	7	BA 410A3	BEND (12") (45°)	Ea	4	$3,300.00	$13,200.00	$1,194.99	$4,779.96	$1,000.00	$4,000.00	$4,100.00	$16,400.00	$2,000.00	$8,000.00	$1,714.67	$6,858.68
	8	BA 410F1	RESTRAINED JOINT (12" PVC)	Ea	21	$330.00	$6,930.00	$428.21	$8,992.41	$800.00	$16,800.00	$525.00	$11,025.00	$300.00	$6,300.00	$36.00	$756.00
	9	BA 412A	SERVICE LINE 3/4 INCH	Ea	1	$1,650.00	$1,650.00	$1,085.20	$1,085.20	$2,500.00	$2,500.00	$1,050.00	$1,050.00	$2,000.00	$2,000.00	$2,448.55	$2,448.55
	10	BA 413A1	SERVICE LINE TAP (3/4")	Ea	1	$1,650.00	$1,650.00	$1,415.57	$1,415.57	$2,000.00	$2,000.00	$400.00	$400.00	$1,000.00	$1,000.00	$738.15	$738.15
	11	BA 432	WATER METER BOX	Ea	1	$660.00	$660.00	$533.91	$533.91	$2,500.00	$2,500.00	$675.00	$675.00	$1,000.00	$1,000.00	$712.85	$712.85
					WL Bore Total:		**$182,039.00**		**$79,276.21**		**$115,078.00**		**$240,250.00**		**$130,500.00**		**$238,098.50**
	12	201(A)	CLEARING AND GRUBBING	LS	1	$27,500.00	$27,500.00	$6,078.04	$6,078.04	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$19,983.43	$19,983.43
	13	202(A)	UNCLASSIFIED EXCAVATION	CY	1846	$27.50	$50,765.00	$35.53	$65,588.38	$20.00	$36,920.00	$35.00	$64,610.00	$20.00	$36,920.00	$80.51	$148,621.46
	14	221(G)	TEMPORARY FIBER LOG	LF	170	$22.00	$3,740.00	$4.96	$843.20	$15.00	$2,550.00	$22.00	$3,740.00	$20.00	$3,400.00	$14.01	$2,381.70
	15	221(H)	(PL) TEMPORARY INLET SEDIMENT FILTER	Ea	3	$275.00	$825.00	$392.86	$1,178.58	$800.00	$2,400.00	$600.00	$1,800.00	$1,000.00	$3,000.00	$272.85	$818.55
	16	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	4524	$7.50	$33,930.00	$5.93	$26,827.32	$5.00	$22,620.00	$5.00	$22,620.00	$5.00	$22,620.00	$6.84	$30,944.16
	17	303(A)	AGGREGATE BASE TYPE A	CY	209	$82.50	$17,242.50	$72.77	$15,208.93	$60.00	$12,540.00	$55.00	$11,495.00	$65.00	$13,585.00	$144.87	$30,277.83
	18	310(B)	SUBGRADE, METHOD B	SY	931	$7.50	$6,982.50	$3.06	$2,848.86	$10.00	$9,310.00	$13.00	$12,103.00	$2.00	$1,862.00	$29.90	$27,836.90
	19	402	(PL) TRAFFIC BOUND SURFACE COURSE	Cu Yd	15	$192.50	$2,887.50	$72.47	$1,087.05	$115.00	$1,725.00	$114.00	$1,710.00	$100.00	$1,500.00	$178.53	$2,677.95
	20	602(B)	REVETMENT MATTRESSES	Sq Yd	273	$93.50	$25,525.50	$26.95	$7,357.35	$75.00	$20,475.00	$130.00	$35,490.00	$100.00	$27,300.00	$131.28	$35,839.44
	21	610(A)	4" CONCRETE SIDEWALK	SY	174	$110.00	$19,140.00	$96.17	$16,733.58	$75.00	$13,050.00	$80.00	$13,920.00	$90.00	$15,660.00	$169.26	$29,451.24
	22	610(B)	6" CONCRETE DRIVEWAY (H.E.S)	Sq Yd	621	$93.50	$58,063.50	$63.64	$39,520.44	$85.00	$52,785.00	$95.00	$58,995.00	$90.00	$55,890.00	$180.75	$112,245.75
	23	610(I)	TACTILE WARNING DEVICE- NEW	Sq Ft	80	$55.00	$4,400.00	$43.48	$3,478.40	$100.00	$8,000.00	$45.00	$3,600.00	$35.00	$2,800.00	$58.77	$4,701.60
	24	613(EE)	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	Ln Ft	959	$93.50	$89,666.50	$53.55	$51,354.45	$75.00	$71,925.00	$90.00	$86,310.00	$200.00	$191,800.00	$136.74	$131,133.66
Stormwater Improvements	25	613(M)	TYPE A4 CULVERT END TREATMENT	Ea	15	$825.00	$12,375.00	$2,015.01	$30,225.15	$2,800.00	$42,000.00	$2,000.00	$30,000.00	$2,000.00	$30,000.00	$5,102.25	$76,533.75
	26	613(M)	TYPE AA4 CULVERT END TREATMENT	Ea	16	$1,650.00	$26,400.00	$2,763.47	$44,215.52	$3,500.00	$56,000.00	$2,900.00	$46,400.00	$2,000.00	$32,000.00	$5,302.50	$84,840.00
	27	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	1	$11,000.00	$11,000.00	$2,816.82	$2,816.82	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$5,000.00	$5,000.00	$6,779.19	$6,779.19
	28	619(B)	REMOVAL OF ASPHALT DRIVEWAYS	SY	147	$22.00	$3,234.00	$42.41	$6,234.27	$65.00	$9,555.00	$22.00	$3,234.00	$50.00	$7,350.00	$44.87	$6,595.89
	29	619(B)	REMOVAL OF CONCRETE DRIVEWAYS	SY	250	$16.50	$4,125.00	$37.47	$9,367.50	$45.00	$11,250.00	$22.00	$5,500.00	$50.00	$12,500.00	$50.44	$12,610.00
	30	619(B)	REMOVAL OF GRAVEL DRIVEWAYS	SY	232	$16.50	$3,828.00	$27.62	$6,407.84	$35.00	$8,120.00	$10.00	$2,320.00	$30.00	$6,960.00	$15.17	$3,519.44
	31	629(D)	REMOVE AND RESET MAILBOX	Ea	9	$220.00	$1,980.00	$339.21	$3,052.89	$1,000.00	$9,000.00	$210.00	$1,890.00	$500.00	$4,500.00	$1,420.33	$12,782.97
	32	641	MOBILIZATION	Ea	1	$55,000.00	$55,000.00	$36,629.29	$36,629.29	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$70,000.00	$70,000.00	$21,753.50	$21,753.50
	33	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	$16,500.00	$16,500.00	$2,889.22	$2,889.22	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$4,000.00	$4,000.00	$12,992.65	$12,992.65
	34	880(I)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$11,000.00	$11,000.00	$13,784.20	$13,784.20	$20,000.00	$20,000.00	$16,000.00	$16,000.00	$2,000.00	$2,000.00	$20,856.63	$20,856.63
	35	SPECIAL	TYPE 1 AC PATCH	SY	308	$495.00	$152,460.00	$93.30	$28,736.40	$200.00	$61,600.00	$100.00	$30,800.00	$300.00	$92,400.00	$148.83	$45,839.64
	36	SPECIAL	TYPE B RAMP	Ea	8	$1,925.00	$15,400.00	$1,193.86	$9,550.88	$4,000.00	$32,000.00	$1,200.00	$9,600.00	$2,500.00	$20,000.00	$2,455.00	$19,640.00
	37	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	Ea	1	$22,000.00	$22,000.00	$5,768.40	$5,768.40	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$7,703.13	$7,703.13
	38	SPECIAL	PROJECT SIGNS	Ea	2	$3,850.00	$7,700.00	$787.97	$1,575.94	$1,500.00	$3,000.00	$750.00	$1,500.00	$1,000.00	$2,000.00	$718.02	$1,436.04
	39	325	SEPARATOR FABRIC	SY	523	$5.00	$2,615.00	$2.57	$1,344.11	$5.00	$2,615.00	$3.00	$1,569.00	$4.00	$2,092.00	$2.00	$1,046.00
					Stormwater Improvements Total:		**$686,285.00**		**$440,703.01**		**$565,940.00**		**$550,206.00**		**$712,139.00**		**$911,842.50**
					Bid Total:		**$868,324.00**		**$519,979.22**		**$681,018.00**		**$790,456.00**		**$842,639.00**		**$1,149,941.00**

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on October 23, 2025. This Document does not imply that the contract will be awarded to any particular Bidder.
The City of Broken Arrow reserves the right to accept or reject any and all bids.

Emily Rowland

Emily Rowland, P.E.
Environmental Division Manager

City of Broken Arrow

Request for Action

File #: 25-1628, **Version:** 1

Broken Arrow City Council
Meeting of: November 17, 2025

Title:

Consideration, discussion, and possible approval of a contract with BRINC and Motorola Solutions for the DFR Takeoff Program pursuant to H-GAC cooperative purchasing agreement RA05-21

Background:

Due to our size, progressiveness, and reputation as a leader and innovator in public safety, the City of Broken Arrow was invited to participate in the BRINC MSI DFR Takeoff Program. The program enables agencies to conduct a one-year risk-free deployment and evaluation of drones as a first responder, without the obligation to purchase the systems after the trial year. If we choose to continue with the program, we will pay $158,000 per year for two DFRs ($79,000 each). The implementation of the DFR program represents a significant advancement in our approach to public safety and resource management. By leveraging cutting-edge drone technology, we can enhance our operational efficiency, improve response times, and ensure the safety of both our public safety personnel and the community. The potential cost savings and the qualitative benefits of increased situational awareness and reduced response times make the DFR program a forward-thinking investment. Our proactive participation in this initiative underscores our dedication to innovation and our unwavering commitment to the safety and well-being of the citizens of Broken Arrow. On average, agencies deploying DFRs resolve 25% of calls without dispatching officers. These calls include suspicious vehicles/persons, burglary alarms, smoke investigations, and public disturbances. Additionally, DFRs serve as a force multiplier, potentially reducing the number of first-responder personnel required for an incident. For example, advanced sensors and cameras with thermal and infrared capabilities can identify hot spots in fires, missing persons, victims, suspects, and enhance overall situational awareness. In other words, DFRs enable agencies to utilize their personnel more efficiently and effectively. Perhaps the greatest attribute of the DFR program is the promotion of first responder and community safety. On average, DFRs arrive on scene in 70 seconds and provide advanced situational awareness that can further protect responders and citizens. In addition, DFRs typically arrive on the scene first 75% of the time. In comparison, the target priority one response time for both police and fire is four minutes. The included DFR Safeguard Program features unlimited repair and replacement as well as responder upgrades in years 3 and 5 of the 6-year term.

Cost: $799,990 over six years.

Funding Source: PSST Capital Outlay

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: BRINC MSI Takeoff Program Contract

Recommendation:
Approve the contract with BRINC and MSI for the DFR Takeoff Program.

MOTOROLA SOLUTIONS

BROKEN ARROW POLICE DEPT

10/21/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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10/21/2025

BROKEN ARROW POLICE DEPT
1101 N. 6TH
BROKEN ARROW, OK 74012

Dear Chief Lance Arnold,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

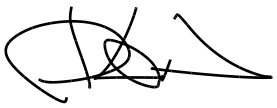
- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This proposal is contingent upon the terms and conditions of the Houston – Galveston Area Council (H-GAC) RA05-21, in addition to the Drone Addendums (collectively "the Agreement") or a negotiated version thereof. Pricing is valid until 12/31/2025 The City may accept this offer by executing and returning the signed Product Agreement.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,



David Redus
Sr. Manager
Motorola Solutions

MOTOROLA SOLUTIONS

QUOTE-3351298

Billing Address:
BROKEN ARROW PD
1101 N. 6TH
BROKEN ARROW, OK 74012
US

Shipping Address:
BROKEN ARROW PD
1101 N. 6TH
BROKEN ARROW, OK 74012
US

Quote Date:10/21/2025
Expiration Date:12/20/2025
Quote Created By:
David Redus
David.Redus@ motorolasolutions.com

End Customer:
BROKEN ARROW POLICE DEPT
Chief Lance Arnold

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site)	2	6 Years	$0.00	$0.00
Sub Total:						**$0.00**

Year		Description				Annual Price
Year 2 Subscription		2 Responder w/Station DFR (Single Site)				$159,998.00
Year 3 Subscription		2 Responder w/Station DFR (Single Site)				$159,998.00
Year 4 Subscription		2 Responder w/Station DFR (Single Site)				$159,998.00
Year 5 Subscription		2 Responder w/Station DFR (Single Site)				$159,998.00
Year 6 Subscription		2 Responder w/Station DFR (Single Site)				$159,998.00
	Grand Total					**$799,990.00**

Notes:
Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program term structure:
Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

PRODUCTS AGREEMENT

This Products Agreement (this "**Agreement**") is entered into between **Motorola Solutions Inc.,** ("**Seller**" or "**Motorola**") and the entity set forth in section I(b) ("**Customer**") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

I. Seller and Customer Information

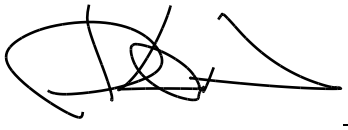
(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Broken Arrow Address: 1101 N. 6TH BROKEN ARROW, OK 74012 Contact: Chief Arnold

II. Transaction Details

(a)	Proposal	Proposal No.3351298_____ Date: 10/21/2025_____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement ("MCA"), including all applicable addenda, located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US-Motorola-Solutions-Customer-Agreement.pdf are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER:	MOTOROLA SOLUTIONS INC.
By:_____	By:  _____
Print Name:_____	Print Name: David Redus_____
Title:_____	Title: Sr. Manager_____
Date:_____	Date: 10/21/2025_____

Drone as First Responder

How It Works

Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

01

Call for service received.

02

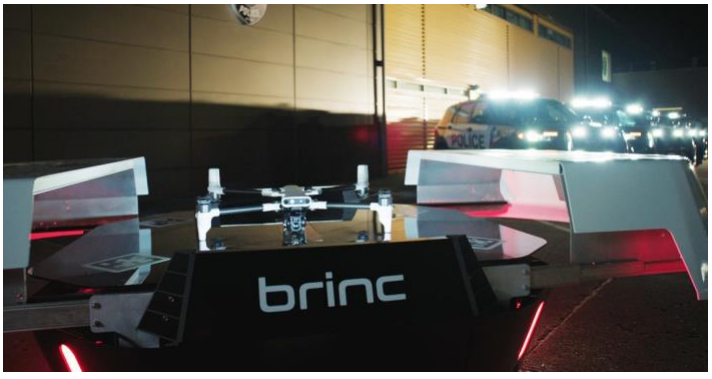
Drone automatically responds.

03

Drone provides live video feed with the capability for two-way communication.

04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety

Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force

Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads

Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR
Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

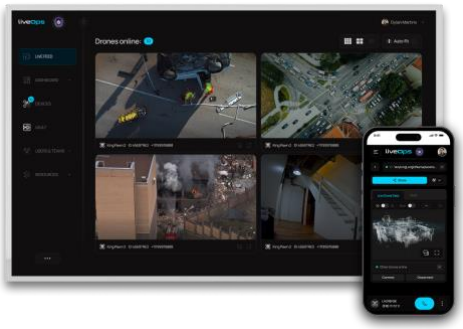
INTEGRATED SOFTWARE SOLUTION

OUTDOOR

Fully equipped drone launch sites, including installation and maintenance

Purpose-built **911 response drones** tailored for DFR operations

Mountable parachutes for FAA compliance and improved safety with free parachute repacks



liveOps

INDOOR

An indoor tactical drone that makes entry first

Durable throw phones designed to establish and maintain contact

Mesh-radio controllers for local operations, compatible with all BRINC drones

Community **transparency portal**

Teleoperations & fleet **management platform**

INFRASTRUCTURE

Meshing antenna masts to extend range coverage

4G LTE antennas for data syncing and upload once the drone lands

Optional radars and ADS-B receivers for detecting manned aircraft

Hardware

responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.

IPX4 Water Resistant	Integrated 2-Way Comms with Loudspeaker	Emergency Lights and Siren
Forward Obstacle Avoidance	Attachment Rail	Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Weather Resistant

Ensures reliable performance in challenging climates.

Simple Infrastructure

Resistant to erosion. Increases reliability.

25 Minutes

How long it takes to charge from 10% to 90%.

<5 Sec Deployment Time	Large Vehicle Mountable	Starlink / Solar Compatible	Standard Power Input
Weather Resistant	Charge 10 to 90% in 25 Minutes	Corrosion Resistant	Integrated HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.

Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy

Day 1

Site setup

- Responder delivery
- Station installation
- Infrastructure setup
- BVLOS Waiver submission
- Training

Year 3

Upgrade

- Responder upgrade
- Training

Year 5

Upgrade

- Responder upgrade
- Training

Regular Upgrades

01 Software upgrades

02 Maintenance of Station and infrastructure

03 Recurring training

MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success

Swaps	Data	Accessories & Training
Battery swap due to age or performance	Unlimited cellular data for your systems	Unlimited payload mounts to deploy medical aid
Prop swap due to age or performance	Unlimited storage on LiveOps	On-demand training

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work ("SOW") is governed by the Agreement (the "Agreement") entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer's environment for full DFR functionality, including the following:

(a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

(b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).

(c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.

(d) Support (24x7x365).

(e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the "BRINC Equipment"), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

(a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.

(b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.

(c) Part 107 certified pilots (or equivalent regulatory authorization).

(d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

(a) Project Management

(i) Lead project planning, execution, reporting, and closure.

(ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.

(b) Configuration Documentation

(i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

(i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

(i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

(i) Create a unique subdomain/URL for Customer access.

(ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.

(iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

(i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.

(ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

(i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

(i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

(i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

(i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.

(ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.

(iii) Configuration changes requested after CIQ sign-off (unless via approved change order).

(iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

(i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

(i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).

(ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

(i) Provide required infrastructure, bandwidth (≥30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

(i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

(i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

(i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

(a) Customer will meet all system requirements and maintain them during the term.

(b) Material scope changes post‑CIQ require a change order (fees/timeframe adjustments may apply).

(c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

(a) Customer network hardware configuration and maintenance.

(b) Third‑party platform licensing not listed herein.

(c) Long‑term managed operations.

(d) Post‑CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

(a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.

(b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.

(c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted ("Final Acceptance") upon:

(a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.

(b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).

(c) Go-Live commencement.

(d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

(a) Go-Live Support: 8 weeks post-implementation.

(b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.

(c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).

(d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. Hardware Warranty. Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.

2. Disclaimers. **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**

3. Claims. If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.

4. Exclusions. BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.

5. Replacement BRINC Equipment. BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Support Program. The "BRINC Support Program" is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.

2. BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal ("Upgrade"). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC's option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.

3. Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.

4. Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.

5. Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An "Update" can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

• Base STATION Infrastructure**:** Safe accessibility; minimum surface area (16’ x 16’), adequate load support (≥360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.

• RF Site Infrastructure**:** Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6’ x 6’), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

• Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding (≤10Ω).

Network/Backhaul

• Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

• Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

• No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

• Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

• Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

• Required: 16’ diameter area**,** clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

• LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

• Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

Drone Addendum

This Drone Addendum (this "DA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA or SSA, or other agreement, as applicable (the "Agreement").

If you are purchasing Products on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this DA; (b) you have read and understand this DA; and (c) on behalf of the Customer that you represent, you agree to this DA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this DA, please do not complete the purchase of Motorola's CAPE solution ("CAPE"), or other drone or unmanned aerial vehicle Products, and drone related Software or Services (collectively, "Drone Products") from Motorola. In this DA, the term "Drone" means Drone Products that are unmanned aerial vehicles.

This DA governs Customer's purchase of Drone Products and shall form part of the Parties' Agreement. This DA shall control with respect to conflicting or ambiguous terms in the Agreement or any other applicable Addendum, but only as applicable to the Drone Products purchased under this DA and not with respect to other Products.

1. CUSTOMER RESPONSIBILITIES.

1.1 Operation. Customer is responsible for all operating policies and procedures, internet connectivity, and IT equipment and infrastructure to allow Drone Products to be functional as set out in the Proposal. Unless otherwise set out in the Proposal, Customer is also responsible for providing Drone pilots, including Remote Pilots in Command ("RPICs"), and ensuring all such pilots have all applicable authorizations, including any Federal Aviation Administration ("FAA") authorizations, or equivalent authorizations from flight authorities in the applicable jurisdiction, for all Drone operations using the Drone Products. Customer is responsible for also obtaining any FAA Certificate of Authorization ("CoA"), Certificate of Waiver ("CoW") and any other regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations, or the equivalent certificates, approvals or waivers needed in the applicable jurisdiction from the applicable flight authorities. Customer shall comply with Motorola's Acceptable Use Policy.

1.2 Disposal. Customer shall ensure Drone Products are destroyed and disposed of securely and sustainably at Customer's expense. Customer is responsible for any regulatory violations or fines, as a result of improper use, destruction, or disposal of Drone Products. Customer shall ensure no modifications are made to weaponize the Drone Products.

1.3 Use. Customer is responsible for (a) Customer's use of Drone Products, including ensuring that Customer and its Authorized Users adhere to all applicable laws and regulations pertaining to the operation of Drones and that Customer and its Authorized Users operate the Drone Products in accordance with the applicable Documentation; (b) breach of this DA or violation of applicable law by Customer or its Authorized Users; and (c) any disputes between

Customer and a third-party over Customer's or an Authorized User's use of the Drone Products. Customer shall use the Drone Products for its intended purposes only and not for any illegal, unethical, or harmful activities. The Drone Products may not be used in a manner that violates the rights to privacy or freedom of expression of any individual, provided the foregoing shall not limit the use to restrict, monitor, collect, or process data based upon exceptions to the rights of privacy or freedom of expression that are authorized by applicable laws or regulation. Customer represents and warrants that Customer shall not use the Drone Products for any unauthorized application and that use of the Drone Products for any such restricted application is at Customer's sole risk.

1.4 Alteration. Customer shall not modify, alter, tamper with, or repair the Drone Products without the written consent of Motorola, and shall not use any unauthorized third-party equipment, software, or services with the Drone Products. Customer shall not override, disable, or interfere with any connectivity features, geofencing, regulatory altitude limits, collision avoidance, or any flight safety functionalities that are built into the Drone Products.

1.5 Operational Requirements.. All flights associated with Drone Products must strictly follow all applicable Federal Aviation Administration (FAA) regulations, including but not limited to Part 107, and/or Part 91, Notices to Airmen (NOTAMs), and any other relevant FAA guidance or restrictions, and any additional rules, restrictions, or airspace limitations imposed by local, state, or other governing authorities in the applicable jurisdiction from the applicable flight authorities. Customer shall follow all maintenance requirements, product specifications, user manuals, flight manuals, pre-flight and other check lists, bulletins, and other instructions provided by Motorola. Customer shall perform a thorough risk assessment, equivalent to the EASA Specific Operations Risk Assessment (SORA) process or a process that meets or exceeds its stringency unless specifically waived in writing by the FAA. Customer shall also document Customer's risk assessment and keep flight operation logs and other records as may be required by competent authorities. All required maintenance on the Drone Products must be performed in accordance with Motorola and the Drone Provider's specifications and instructions. Customer is responsible for updating Customer's Drone operating software and the Drone Product's firmware based on automated or specific notifications to do so. All requirements set herein are referred collectively as the "Operational Requirements". Applicable Operational Requirements need to be carried out each time before and during a flight mission and no flight mission may be initiated, performed, or continued if a relevant Operational Requirement would prevent it, or such Operational Requirement has not or cannot be followed.

1.6 Compliance with Laws and Regulations. Customer shall (i) comply with all laws, regulations, governmental orders and decrees applicable for the use and operation of the Drone Products, including but not limited to aviation laws and regulations; (ii) be responsible for obtaining all and retaining all governmental approvals, regulatory permissions, consent, and licenses, including spectrum licenses and spectrum availability (collectively, "Permissions") that may be necessary for the use and operation of the Drone Products in the place of flying operations; (iii) make and submit all necessary notifications, registrations and reports that may be required for the use and operation of the Drone Products in Customer's jurisdiction as well as

keep and store all related records; (iv) obtain all mandatory insurances (including but not limited to any mandatory insurances related to aviation); and (v) take any other action that may be required by laws, regulations, governmental orders or decrees before any operation of the Drone Products. For avoidance of doubt, unless otherwise expressly stated in the Proposal, Motorola does not obtain, license and/or provide any Permissions for Your benefit.

1.7 Records, Incidents, and Audits. Customer shall keep full, clear, and accurate records with respect to use of the Drone Products and retain such records at least three (3) years from the expiration or termination of this Agreement. Upon request, Customer shall furnish any information reasonably requested to enable Motorola to ascertain whether Customer is using the Drone Products within the requirements of this Agreement. Customer shall prepare sufficiently detailed reports of any flight incidents that may have caused danger to Drone Products, other property, health, or environment, and provide Motorola copies of such reports without undue delay. Should Customer or third-party related to a flight incident be obligated to file a report of such incident to competent authorities by applicable law or regulation, Customer shall provide a copy of such report at its disposal to Motorola without any undue delay.

2. DRONE-AS-A-SERVICE PROGRAM

If Customer has purchased a Drone Product on a Subscription basis (the "DaaS Program") for a Subscription Term as set out in the Proposal, the following additional terms apply:

2.1 DaaS Program Payment. Customers shall make payments for the DaaS Program in accordance with the payment terms and schedule set forth in the Agreement or applicable Proposal. If Customer orders any additional Product(s) under the DaaS Program subsequent to the initial purchase by Customer, fees for such additional Product shall be billed on a separate subscription and payment schedule, unless otherwise agreed upon by the Parties in writing.

2.2 DaaS Termination.

2.2.1 Early Termination. Unless otherwise set out in the Proposal, if Customer's participation in the DaaS Program is terminated for any reason prior to the end of the Subscription Term, Customer shall pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of Delivery). This is calculated by multiplying the list price of all Equipment purchased under the DaaS Program by the percentage resulting from dividing the number of months remaining in the Subscription Term applicable to such Equipment by the total months of the applicable Subscription Term as set out in the Proposal. In the event Customer purchased Equipment on multiple dates, resulting in separate Subscription Terms, the preceding calculation shall be made relative to the applicable Subscription Term for each Equipment order. This early termination repayment shall not be applicable for promotions, as set out in the applicable Proposal, and that require return of the Equipment on termination.

2.2.2 Effect of Termination. Following expiration or termination of the applicable Subscription Term, Customers shall immediately cease using all Products sold as a

Subscription. As of the termination date, Customer's access to Subscription and SaaS Products shall expire. Customers must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to SaaS Products or storage access from Motorola at the prevailing rates. If Customer desires to continue use of expired SaaS Products or other Products sold as a Subscription (which may include but are not limited to DLF, network costs, storage, etc…) with expired DaaS Equipment, Customer must purchase additional access based on Motorola's prevailing rates, which shall continue to be governed by the Agreement and applicable Proposal, or Motorola may disconnect connectivity of any expired Equipment to such SaaS Products or Products sold as a Subscription.

2.3 Responsibility for Drone Product. For clarity, Customer shall receive title to the Drone Product pursuant to the Agreement. Customer shall maintain adequate insurance on the Drone Product to cover accidental or negligent loss. Unless otherwise set out in the Proposal, Customer is responsible for any loss or damage to the Drone Product once title has been transferred. Any loss or damage to the Drone Product once title has transferred to Customer shall not relieve Customer of any future payment obligations for the lost or damaged Drone Product.

3. DRONE PRODUCTS

3.1 No Motorola Warranty. Notwithstanding any provision of the Agreement or this DA to the contrary, Motorola shall have no liability for third-party Drone Products provided by Motorola; provided, however, that to the extent offered by third-party providers of Drone Products ("Drone Provider") and to the extent permitted by law, Motorola shall pass through express warranties provided by the applicable Drone Provider.

3.2 Operational Risk. The Drone Products are not designed or intended to be used or operated (i) in flying conditions that have not been approved and authorized by the Federal Aviation Administration (FAA); (ii) in hazardous environments requiring fail safe performance; or (iii) in military defense systems. Customer acknowledges that inappropriate use of the Drone Products may result in death, injury, or damage to property, and Customer assumes all risks and liabilities arising from such use.

3.3. Maintenance and Support. Unless set out otherwise in the Proposal, Motorola has no obligation under this DA to offer maintenance for the Drone Products. Any maintenance (or other services to be performed by Motorola) shall be purchased separately and is subject to Motorola's then current services terms and renewal policies, including end-of-life notifications. Any use of maintenance without a valid maintenance subscription is deemed a breach of this DA as well as the Agreement. Technical support may be provided only if the subscription Customer purchased includes technical support for the Drone Products and as set out in the Proposal. Technical support shall be performed in accordance with the Proposal.

4. INDEMNITY

4.1 INDEMNITY FOR AIRBORNE USE. TO THE MAXIMUM EXTENT ALLOWED BY APPLIABLE LAW, YOU SHALL INDEMNIFY, DEFEND AND HOLD MOTOROLA AND ITS SUPPLIERS HARMLESS FROM ANY THIRD-PARTY CLAIMS, AWARDS OR SETTLEMENTS FOR LOSS, COST, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND UNDER ANY LAWS OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO AVIATION OR PRODUCT LIABILITY RELATED DAMAGES), EXPENSE OR LIABILITY OF WHATEVER NATURE THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY AIRBORNE USE OR OPERATION OF DRONE PRODUCTS THAT IS CONDUCTED IN BREACH OF THIS DRONE ADDENDUM OR DURING CUSTOMER'S DRONE OPERATIONS.

5. CUSTOMER INFORMATION.

5.1 DISCLAIMER. MOTOROLA DISCLAIMS ANY LIABILITY FOR THE DRONE PROVIDER'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DRONE PROVIDERS AND HOW SUCH DATA MAY BE USED BY DRONE PROVIDER AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DRONE PROVIDER. CUSTOMER SHALL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN ANY NECESSARY CONSENTS.

6. SURVIVAL.

The following sections of this DA survive termination of this Agreement: Sections 1.1-1.7; Section 2.2; Section 3; Section 4; Section 5 and Section 6.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this "TOPA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the "Agreement"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. ("BRINC", and such Products, the "BRINC Products") as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment ("BRINC Equipment"), and related Services and Licensed Software.

This TOPA governs Customer's purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties' Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the "DA")), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the "BRINC Subscription"). All references to the first twelve months of the BRINC Subscription (the "Initial Subscription Period") and each renewal year (each a "Renewal Subscription Year") in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:

    1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").

2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)

2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.

2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").

2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.

3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:

3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or

3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

Drone Addendum

This Drone Addendum (this "DA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA or SSA, or other agreement, as applicable (the "Agreement").

If you are purchasing Products on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this DA; (b) you have read and understand this DA; and (c) on behalf of the Customer that you represent, you agree to this DA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this DA, please do not complete the purchase of Motorola's CAPE solution ("CAPE"), or other drone or unmanned aerial vehicle Products, and drone related Software or Services (collectively, "Drone Products") from Motorola. In this DA, the term "Drone" means Drone Products that are unmanned aerial vehicles.

This DA governs Customer's purchase of Drone Products and shall form part of the Parties' Agreement. This DA shall control with respect to conflicting or ambiguous terms in the Agreement or any other applicable Addendum, but only as applicable to the Drone Products purchased under this DA and not with respect to other Products.

1. CUSTOMER RESPONSIBILITIES.

1.1 Operation. Customer is responsible for all operating policies and procedures, internet connectivity, and IT equipment and infrastructure to allow Drone Products to be functional as set out in the Proposal. Unless otherwise set out in the Proposal, Customer is also responsible for providing Drone pilots, including Remote Pilots in Command ("RPICs"), and ensuring all such pilots have all applicable authorizations, including any Federal Aviation Administration ("FAA") authorizations, or equivalent authorizations from flight authorities in the applicable jurisdiction, for all Drone operations using the Drone Products. Customer is responsible for also obtaining any FAA Certificate of Authorization ("CoA"), Certificate of Waiver ("CoW") and any other regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations, or the equivalent certificates, approvals or waivers needed in the applicable jurisdiction from the applicable flight authorities. Customer shall comply with Motorola's Acceptable Use Policy.

1.2 Disposal. Customer shall ensure Drone Products are destroyed and disposed of securely and sustainably at Customer's expense. Customer is responsible for any regulatory violations or fines, as a result of improper use, destruction, or disposal of Drone Products. Customer shall ensure no modifications are made to weaponize the Drone Products.

1.3 Use. Customer is responsible for (a) Customer's use of Drone Products, including ensuring that Customer and its Authorized Users adhere to all applicable laws and regulations pertaining to the operation of Drones and that Customer and its Authorized Users operate the Drone Products in accordance with the applicable Documentation; (b) breach of this DA or violation of applicable law by Customer or its Authorized Users; and (c) any disputes between

Customer and a third-party over Customer's or an Authorized User's use of the Drone Products. Customer shall use the Drone Products for its intended purposes only and not for any illegal, unethical, or harmful activities. The Drone Products may not be used in a manner that violates the rights to privacy or freedom of expression of any individual, provided the foregoing shall not limit the use to restrict, monitor, collect, or process data based upon exceptions to the rights of privacy or freedom of expression that are authorized by applicable laws or regulation. Customer represents and warrants that Customer shall not use the Drone Products for any unauthorized application and that use of the Drone Products for any such restricted application is at Customer's sole risk.

1.4 Alteration. Customer shall not modify, alter, tamper with, or repair the Drone Products without the written consent of Motorola, and shall not use any unauthorized third-party equipment, software, or services with the Drone Products. Customer shall not override, disable, or interfere with any connectivity features, geofencing, regulatory altitude limits, collision avoidance, or any flight safety functionalities that are built into the Drone Products.

1.5 Operational Requirements.. All flights associated with Drone Products must strictly follow all applicable Federal Aviation Administration (FAA) regulations, including but not limited to Part 107, and/or Part 91, Notices to Airmen (NOTAMs), and any other relevant FAA guidance or restrictions, and any additional rules, restrictions, or airspace limitations imposed by local, state, or other governing authorities in the applicable jurisdiction from the applicable flight authorities. Customer shall follow all maintenance requirements, product specifications, user manuals, flight manuals, pre-flight and other check lists, bulletins, and other instructions provided by Motorola. Customer shall perform a thorough risk assessment, equivalent to the EASA Specific Operations Risk Assessment (SORA) process or a process that meets or exceeds its stringency unless specifically waived in writing by the FAA. Customer shall also document Customer's risk assessment and keep flight operation logs and other records as may be required by competent authorities. All required maintenance on the Drone Products must be performed in accordance with Motorola and the Drone Provider's specifications and instructions. Customer is responsible for updating Customer's Drone operating software and the Drone Product's firmware based on automated or specific notifications to do so. All requirements set herein are referred collectively as the "Operational Requirements". Applicable Operational Requirements need to be carried out each time before and during a flight mission and no flight mission may be initiated, performed, or continued if a relevant Operational Requirement would prevent it, or such Operational Requirement has not or cannot be followed.

1.6 Compliance with Laws and Regulations. Customer shall (i) comply with all laws, regulations, governmental orders and decrees applicable for the use and operation of the Drone Products, including but not limited to aviation laws and regulations; (ii) be responsible for obtaining all and retaining all governmental approvals, regulatory permissions, consent, and licenses, including spectrum licenses and spectrum availability (collectively, "Permissions") that may be necessary for the use and operation of the Drone Products in the place of flying operations; (iii) make and submit all necessary notifications, registrations and reports that may be required for the use and operation of the Drone Products in Customer's jurisdiction as well as

keep and store all related records; (iv) obtain all mandatory insurances (including but not limited to any mandatory insurances related to aviation); and (v) take any other action that may be required by laws, regulations, governmental orders or decrees before any operation of the Drone Products. For avoidance of doubt, unless otherwise expressly stated in the Proposal, Motorola does not obtain, license and/or provide any Permissions for Your benefit.

1.7 Records, Incidents, and Audits. Customer shall keep full, clear, and accurate records with respect to use of the Drone Products and retain such records at least three (3) years from the expiration or termination of this Agreement. Upon request, Customer shall furnish any information reasonably requested to enable Motorola to ascertain whether Customer is using the Drone Products within the requirements of this Agreement. Customer shall prepare sufficiently detailed reports of any flight incidents that may have caused danger to Drone Products, other property, health, or environment, and provide Motorola copies of such reports without undue delay. Should Customer or third-party related to a flight incident be obligated to file a report of such incident to competent authorities by applicable law or regulation, Customer shall provide a copy of such report at its disposal to Motorola without any undue delay.

2. DRONE-AS-A-SERVICE PROGRAM

If Customer has purchased a Drone Product on a Subscription basis (the "DaaS Program") for a Subscription Term as set out in the Proposal, the following additional terms apply:

2.1 DaaS Program Payment. Customers shall make payments for the DaaS Program in accordance with the payment terms and schedule set forth in the Agreement or applicable Proposal. If Customer orders any additional Product(s) under the DaaS Program subsequent to the initial purchase by Customer, fees for such additional Product shall be billed on a separate subscription and payment schedule, unless otherwise agreed upon by the Parties in writing.

2.2 DaaS Termination.

2.2.1 Early Termination. Unless otherwise set out in the Proposal, if Customer's participation in the DaaS Program is terminated for any reason prior to the end of the Subscription Term, Customer shall pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of Delivery). This is calculated by multiplying the list price of all Equipment purchased under the DaaS Program by the percentage resulting from dividing the number of months remaining in the Subscription Term applicable to such Equipment by the total months of the applicable Subscription Term as set out in the Proposal. In the event Customer purchased Equipment on multiple dates, resulting in separate Subscription Terms, the preceding calculation shall be made relative to the applicable Subscription Term for each Equipment order. This early termination repayment shall not be applicable for promotions, as set out in the applicable Proposal, and that require return of the Equipment on termination.

2.2.2 Effect of Termination. Following expiration or termination of the applicable Subscription Term, Customers shall immediately cease using all Products sold as a

Subscription. As of the termination date, Customer's access to Subscription and SaaS Products shall expire. Customers must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to SaaS Products or storage access from Motorola at the prevailing rates. If Customer desires to continue use of expired SaaS Products or other Products sold as a Subscription (which may include but are not limited to DLF, network costs, storage, etc…) with expired DaaS Equipment, Customer must purchase additional access based on Motorola's prevailing rates, which shall continue to be governed by the Agreement and applicable Proposal, or Motorola may disconnect connectivity of any expired Equipment to such SaaS Products or Products sold as a Subscription.

2.3 Responsibility for Drone Product. For clarity, Customer shall receive title to the Drone Product pursuant to the Agreement. Customer shall maintain adequate insurance on the Drone Product to cover accidental or negligent loss. Unless otherwise set out in the Proposal, Customer is responsible for any loss or damage to the Drone Product once title has been transferred. Any loss or damage to the Drone Product once title has transferred to Customer shall not relieve Customer of any future payment obligations for the lost or damaged Drone Product.

3. DRONE PRODUCTS

3.1 No Motorola Warranty. Notwithstanding any provision of the Agreement or this DA to the contrary, Motorola shall have no liability for third-party Drone Products provided by Motorola; provided, however, that to the extent offered by third-party providers of Drone Products ("Drone Provider") and to the extent permitted by law, Motorola shall pass through express warranties provided by the applicable Drone Provider.

3.2 Operational Risk. The Drone Products are not designed or intended to be used or operated (i) in flying conditions that have not been approved and authorized by the Federal Aviation Administration (FAA); (ii) in hazardous environments requiring fail safe performance; or (iii) in military defense systems. Customer acknowledges that inappropriate use of the Drone Products may result in death, injury, or damage to property, and Customer assumes all risks and liabilities arising from such use.

3.3. Maintenance and Support. Unless set out otherwise in the Proposal, Motorola has no obligation under this DA to offer maintenance for the Drone Products. Any maintenance (or other services to be performed by Motorola) shall be purchased separately and is subject to Motorola's then current services terms and renewal policies, including end-of-life notifications. Any use of maintenance without a valid maintenance subscription is deemed a breach of this DA as well as the Agreement. Technical support may be provided only if the subscription Customer purchased includes technical support for the Drone Products and as set out in the Proposal. Technical support shall be performed in accordance with the Proposal.

4. INDEMNITY

4.1 INDEMNITY FOR AIRBORNE USE. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU SHALL INDEMNIFY, DEFEND AND HOLD MOTOROLA AND ITS SUPPLIERS HARMLESS FROM ANY THIRD-PARTY CLAIMS, AWARDS OR SETTLEMENTS FOR LOSS, COST, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND UNDER ANY LAWS OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO AVIATION OR PRODUCT LIABILITY RELATED DAMAGES), EXPENSE OR LIABILITY OF WHATEVER NATURE THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY AIRBORNE USE OR OPERATION OF DRONE PRODUCTS THAT IS CONDUCTED IN BREACH OF THIS DRONE ADDENDUM OR DURING CUSTOMER'S DRONE OPERATIONS. The City's indemnity obligations are limited to the liability caps of the Oklahoma Governmental Tort Claims Act., 51 O.S. § 154 et seq.

5. CUSTOMER INFORMATION.

5.1 DISCLAIMER. MOTOROLA DISCLAIMS ANY LIABILITY FOR THE DRONE PROVIDER'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DRONE PROVIDERS AND HOW SUCH DATA MAY BE USED BY DRONE PROVIDER AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DRONE PROVIDER. CUSTOMER SHALL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN ANY NECESSARY CONSENTS.

6. SURVIVAL.

The following sections of this DA survive termination of this Agreement: Sections 1.1-1.7; Section 2.2; Section 3; Section 4; Section 5 and Section 6.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this "TOPA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the "Agreement"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. ("BRINC", and such Products, the "BRINC Products") as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment ("BRINC Equipment"), and related Services and Licensed Software.

This TOPA governs Customer's purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties' Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the "DA")), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the "BRINC Subscription"). All references to the first twelve months of the BRINC Subscription (the "Initial Subscription Period") and each renewal year (each a "Renewal Subscription Year") in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:

    1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").

2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)

2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.

2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").

2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.

3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:

3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or

3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
AI Terms
Comparison Manager
Data licensed from Motorola
Drone related Products

Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first

applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products and Services will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit

for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim. The City's indemnity obligations are limited to the liability caps of the Oklahoma Governmental Tort Claims Act., 51 O.S. § 154 et seq.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer

or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with “Beneficial Use” defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer’s payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola’s performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola’s affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share

the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: _____**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Broken Arrow

Request for Action

File #: 25-1599, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2025

Title:

Receive bids for the purchase of $14,500,000 General Obligation Bonds, Series 2025A of the City and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids

Background:

The Council authorized the solicitation of bids to sell $14,500,000 in General Obligation Bonds from the 2018 authorization at the regular October 21, 2025 Council meeting. Notice of sale for this Series was published and sent to prospective purchasers.

Bids will be received at 11:00 am Central Time November 17, 2025 for the possible sale of $14,500,000 in General Obligation Bonds. A representative from Municipal Finance Services, the City's Financial Advisors, will be present to review the bids received and to answer any questions you may have. If the sale is approved, the Council will consider Ordinance Number 3899 later in the agenda. The proceeds from the proposed sales will be utilized for the approved projects. Bids will be presented at the Council meeting.

Cost: Estimated $130,000

Funding Source: Proceeds from the 2025A GO Bond Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Minutes of Sale of Bonds 2025A and the project list

Recommendation:
Receive and approve the bids and award the most advantageous bid for the sale of $14,500,000 in General Obligation Bonds Series 2025A, and authorize execution of all pertinent documents related thereto and authorize execution of the minutes of sale

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 17TH DAY OF NOVEMBER, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock _.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said City would offer for sale on this date and at this hour and at this place its $14,500,000 of General Obligation Bonds, Series 2025A (maturing $760,000 on December 1, 2027 and $760,000 annually each year thereafter until paid, except the final maturity shall be in the amount of $820,000), the governing body proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the governing body:

Bidders	True Interest Cost	Net Interest Cost	Premium
	_%	$_	$_
	_%	$_	$_
	_%	$_	$_

The governing body required each bidder to submit with his bid a sum in cash or its equivalent, equal to two percent (2%) of his bid and, after due consideration of all bids received by the governing body, a motion was made by Council Member _____ that the Bonds be awarded, sold and delivered to _____ upon fulfillment of the terms set out in said contract and bid for the purchase of said Bonds. Said motion was seconded by Council Member _____ and was adopted by the following vote:

AYE:

NAY:

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of the proceedings of the governing body of said City at the time bids were received for the sale of its General Obligation Bonds, Series 2025A taken at a regular meeting thereof duly held on the date therein set out, as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal this 17th day of November, 2025.

(SEAL)

_____
City Clerk

Fiscal Year 2026 PROPOSED BOND SALE

PROPOSITION #1		
IMPROVEMENTS 9TH STREET AND KENOSHA	CONSTRUCTION	1,760,000
INTERESECTION 9TH AND HILLSIDE DRIVE	CONSTRUCTION	1,520,000
WIDEN 9TH STREET FROM WASHINGTON TO NEW ORLEANS	CONSTRUCTION	4,160,000
REHAB RESIDENTIAL STREET	DESIGN	300,000
REHAB RESIDENTIAL STREET	CONSTRUCTION	3,515,000
DALLAS ST REAHABILIATION	DESIGN	140,000
DALLAS ST REAHABILIATION	ROW	200,000
DALLAS ST REAHABILIATION	CONSTRUCTION	1,360,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	DESIGN	40,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	ROW	60,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	CONSTRUCTION	400,000
SIDEWALK IMPROVEMENTS	DESIGN	10,000
SIDEWALK IMPROVEMENTS	ROW	10,000
SIDEWALK IMPROVEMENTS	CONSTRUCTION	230,000
TOTAL TRANSPORTATION		**$13,705,000**
PROPOSITION #5 STORMWATER		
LANCASTER PARK DETENTION FACILTIY	DESIGN	40,000
TIGER CREEK NATURE PARK AND TIGER CREEK	DESIGN	30,000
TIGER CREEK NATURE PARK AND TIGER CREEK	CONSTRUCTION	345,000
SHOPS AT ADAMS CREEK	DESIGN	10,000
SHOPS AT ADAMS CREEK	CONSTRUCTION	115,000
BRIDGE REPLACEMENT	DESIGN	40,000
BRIDGE REPLACEMENT	ROW	30,000
BRIDGE REPLACEMENT	CONSTRUCTION	185,000
TOTAL STORMWATER		**$795,000**
Prop #6		
ADAMS CREEK BASIN	DESIGN	30,000
ADAMS CREEK BASIN	CONSTRUCTION	345,000

BROKEN ARROW CREEK BASIN	DESIGN	30,000
BROKEN ARROW CREEK BASIN	CONSTRUCTION	345,000
HAIKEY CREEK BASIN	DESIGN	30,000
HAIKEY CREEK BASIN	CONSTRUCTION	345,000
ELM OR ASPEN CREEK BASIN	DESIGN	20,000
ELM OR ASPEN CREEK BASIN	CONSTRUCTION	205,000
ADAMS CREEK BASIN-IMPROVEMENTS	DESIGN	70,000
ADAMS CREEK BASIN-IMPROVEMENTS	CONSTRUCTION	330,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	DESIGN	50,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	CONSTRUCTION	350,000
Drainage Improvements in Haikey Creek Basin	DESIGN	40,000
Drainage Improvements in Haikey Creek Basin	CONSTRUCTION	260,000
Drainage Improvements in Elm or Aspen Creek Basin	DESIGN	10,000
Drainage Improvements in Elm or Aspen Creek Basin	CONSTRUCTION	40,000
		$2,500,000
TOTAL GO BOND PROJECT FY 26-27		**$17,000,000**

City of Broken Arrow

Request for Action

File #: 25-1600, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2025

Title:

Receive bids for the purchase of $2,500,000 General Obligation Bonds, Series 2025B of the City and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids

Background:

The Council authorized the solicitation of bids to sell $2,500,000 in General Obligation Bonds from the 2018 authorization at the regular October 21, 2025, Council meeting. Notice of sale for this Series was published and sent to prospective purchasers.

Bids will be received at 11:30 am Central Time November 17, 2025, for the possible sale of $2,500,000 in General Obligation Bonds. A representative from Municipal Finance Services, the City's Financial Advisors, will be present to review the bids received and to answer any questions you may have. If the sale is approved, the Council will consider Ordinance Number 3900 later in the agenda. The proceeds from the proposed sales will be utilized for the approved projects. Bids will be presented at the Council meeting.

Cost: Estimated $65,000

Funding Source: Proceeds from the 2025B GO Bond Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Minutes of Sale of Bonds 2025B and the project list

Recommendation:
Receive and approve the bids and award the most advantageous bid for the sale of $2,500,000 in General Obligation Bonds Series 2025B, and authorize execution of all pertinent documents related thereto and authorize execution of the minutes of sale

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 17TH DAY OF NOVEMBER, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock _.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said City would offer for sale on this date and at this hour and at this place its $2,500,000 of General Obligation Bonds, Series 2025B (maturing $275,000 on December 1, 2027 and $275,000 annually each year thereafter until paid, except the final maturity shall be in the amount of $300,000), the governing body proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the governing body:

Bidders	True Interest Cost	Net Interest Cost	Premium
	_%	$_	$_
	_%	$_	$_
	_%	$_	$_

The governing body required each bidder to submit with his bid a sum in cash or its equivalent, equal to two percent (2%) of his bid and, after due consideration of all bids received by the governing body, a motion was made by Council Member _____ that the Bonds be awarded, sold and delivered to _____ upon fulfillment of the terms set out in said contract and bid for the purchase of said Bonds. Said motion was seconded by Council Member _____ and was adopted by the following vote:

AYE:

NAY:

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of the proceedings of the governing body of said City at the time bids were received for the sale of its General Obligation Bonds, Series 2025B taken at a regular meeting thereof duly held on the date therein set out, as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal this 17th day of November, 2025.

(SEAL)

_____
City Clerk

Fiscal Year 2026 PROPOSED BOND SALE

PROPOSITION #1		
IMPROVEMENTS 9TH STREET AND KENOSHA	CONSTRUCTION	1,760,000
INTERESECTION 9TH AND HILLSIDE DRIVE	CONSTRUCTION	1,520,000
WIDEN 9TH STREET FROM WASHINGTON TO NEW ORLEANS	CONSTRUCTION	4,160,000
REHAB RESIDENTIAL STREET	DESIGN	300,000
REHAB RESIDENTIAL STREET	CONSTRUCTION	3,515,000
DALLAS ST REAHABILIATION	DESIGN	140,000
DALLAS ST REAHABILIATION	ROW	200,000
DALLAS ST REAHABILIATION	CONSTRUCTION	1,360,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	DESIGN	40,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	ROW	60,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	CONSTRUCTION	400,000
SIDEWALK IMPROVEMENTS	DESIGN	10,000
SIDEWALK IMPROVEMENTS	ROW	10,000
SIDEWALK IMPROVEMENTS	CONSTRUCTION	230,000
TOTAL TRANSPORTATION		**$13,705,000**
PROPOSITION #5 STORMWATER		
LANCASTER PARK DETENTION FACILTIY	DESIGN	40,000
TIGER CREEK NATURE PARK AND TIGER CREEK	DESIGN	30,000
TIGER CREEK NATURE PARK AND TIGER CREEK	CONSTRUCTION	345,000
SHOPS AT ADAMS CREEK	DESIGN	10,000
SHOPS AT ADAMS CREEK	CONSTRUCTION	115,000
BRIDGE REPLACEMENT	DESIGN	40,000
BRIDGE REPLACEMENT	ROW	30,000
BRIDGE REPLACEMENT	CONSTRUCTION	185,000
TOTAL STORMWATER		**$795,000**
Prop #6		
ADAMS CREEK BASIN	DESIGN	30,000
ADAMS CREEK BASIN	CONSTRUCTION	345,000

BROKEN ARROW CREEK BASIN	DESIGN	30,000
BROKEN ARROW CREEK BASIN	CONSTRUCTION	345,000
HAIKEY CREEK BASIN	DESIGN	30,000
HAIKEY CREEK BASIN	CONSTRUCTION	345,000
ELM OR ASPEN CREEK BASIN	DESIGN	20,000
ELM OR ASPEN CREEK BASIN	CONSTRUCTION	205,000
ADAMS CREEK BASIN-IMPROVEMENTS	DESIGN	70,000
ADAMS CREEK BASIN-IMPROVEMENTS	CONSTRUCTION	330,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	DESIGN	50,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	CONSTRUCTION	350,000
Drainage Improvements in Haikey Creek Basin	DESIGN	40,000
Drainage Improvements in Haikey Creek Basin	CONSTRUCTION	260,000
Drainage Improvements in Elm or Aspen Creek Basin	DESIGN	10,000
Drainage Improvements in Elm or Aspen Creek Basin	CONSTRUCTION	40,000
		$2,500,000
TOTAL GO BOND PROJECT FY 26-27		**$17,000,000**

City of Broken Arrow

Request for Action

File #: 25-1601, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2-25

Title:
Consideration, discussion, and possible approval of Ordinance No. 3899, an Ordinance providing for the issuance of General Obligation Bonds, Series 2025A in the sum of $14,500,000 by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; designating the registrar for the issue; providing for levy of an annual tax for the payment of principal and interest on the Bonds and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing executions and actions necessary for the issuance and delivery of the Bonds; and declaring an emergency

Background:
The proposed sale was considered in a previous Council Agenda item. The Ordinance in front of you finalizes the steps required to proceed with authorizing the sale.

Cost: Estimated $130,000.00 in issuance costs

Funding Source: Proceeds from the 2025A GO Bond Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Ordinance 3899

Recommendation:
Adopt Ordinance Number 3899 and approve the emergency clause.

ORDINANCE AUTHORIZING THE ISSUANCE OF 2025A BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 17TH DAY OF NOVEMBER, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock _.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the proposed municipal resolution set forth hereinbelow, which was read by title by the Clerk or Deputy Clerk and upon motion by Council Member _____ and seconded by Council Member _____.

AYE:

NAY:

and upon motion by Council Member _____, seconded by Council Member _____, the question of the emergency was ruled upon separately and approved with the following vote:

AYE:

NAY:

Said Ordinance was thereupon signed by the Mayor or Vice Mayor, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality and is as follows:

ORDINANCE NO. 3899

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025A IN THE SUM OF $14,500,000 BY THE CITY OF BROKEN ARROW, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City of Broken Arrow, Oklahoma (the "City"), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 1, the question of the issuance of the bonds of said municipality in the amount of $142,625,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, reconstructing and repairing streets (referred to herein as the "Street Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered, qualified electors of said City 16,343 votes, of which 12,130 were in favor of and 4,213 were against the issuance of said Street Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 1 cast their ballots in favor of the issuance of said Street Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 2, the question of the issuance of the bonds of said municipality in the amount of $20,350,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of purchasing, constructing, and repairing public safety utilities to be owned exclusively by said City (referred to herein as the "Public Safety Facilities Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 2 by the registered, qualified electors of said City 16,314 votes, of which 11,600 were in favor of and 4,714 were against the issuance of said Public Safety Facilities Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 2 cast their ballots in favor of the issuance of said Public Safety Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 3, the question of the issuance of the bonds of said municipality in the amount of $17,750,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of purchasing, constructing and repairing parks and recreation facilities to be owned exclusively by said City (referred to herein as the "Parks and Recreation Facilities Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 3 by the registered, qualified electors of said City 16,327 votes, of which 11,164 were in favor of and 5,163 were against the issuance of said Parks and Recreation Facilities Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 3 cast their ballots in favor of the issuance of said Parks and Recreation Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 4, the question of the issuance of the bonds of said municipality in the amount of $16,800,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of purchasing land and constructing, furnishing and equipping public buildings and facilities to be owned exclusively by said City (referred to herein as the "Municipal Facilities Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 4 by the registered, qualified electors of said City 15,379 votes, of which 9,573 were in favor of and 5,806 were against the issuance of said Municipal Facilities Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 4 cast their ballots in favor of the issuance of said Municipal Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 5, the question of the issuance of the bonds of said municipality in the amount of $7,500,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, reconstructing and repairing stormwater facilities to be owned exclusively by said City (referred to herein as the "Stormwater Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 5 by the registered, qualified electors of said City 15,415 votes, of which 11,536 were in favor of and 3,879 were against the issuance of said Stormwater Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 5 cast their ballots in favor of the issuance of said Stormwater Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, the City previously issued $5,310,000 of Street Bonds, $1,500,000 of Parks and Recreational Facilities Bonds, $3,870,000 of Municipal Facilities Bonds, and $820,000 of Stormwater Bonds as part of its $11,500,000 General Obligation Bonds, Series 2018C dated December 1, 2018; and

WHEREAS, the City previously issued $13,085,000 of Street Bonds, $5,760,000 of Public Safety Facilities Bonds, $2,585,000 of Parks and Recreational Facilities Bonds, $1,400,000 of Municipal Facilities Bonds, and $420,000 of Stormwater Bonds as part of its $23,250,000 General Obligation Bonds, Series 2019A dated December 1, 2019; and

WHEREAS, the City previously issued $9,670,000 of Street Bonds, $500,000 of Public Safety Facilities Bonds, $3,300,000 of Parks and Recreational Facilities Bonds, and $5,530,000 of Municipal Facilities Bonds as part of its $19,000,000 General Obligation Bonds, Series 2020B dated December 1, 2020; and

WHEREAS, the City previously issued $9,150,000 of Street Bonds, $3,590,000 of Public Safety Facilities Bonds, $2,700,000 of Parks and Recreational Facilities Bonds, $3,500,000 of Municipal Facilities Bonds, and $560,000 of Stormwater Bonds as part of its $19,500,000 General Obligation Bonds, Series 2021A dated December 1, 2021; and

WHEREAS, the City previously issued $33,650,000 of Street Bonds, $750,000 of Public Safety Facilities Bonds, $890,000 of Parks and Recreational Facilities Bonds, $2,100,000 of Municipal Facilities Bonds, and $2,610,000 of Stormwater Bonds as part of its $40,000,000 General Obligation Bonds, Series 2022 dated September 1, 2022; and

WHEREAS, the City previously issued $26,080,000 of Street Bonds, $4,750,000 of Public Safety Facilities Bonds, $3,120,000 of Parks and Recreational Facilities Bonds, $400,000 of Municipal Facilities Bonds, and $650,000 of Stormwater Bonds as part of its $35,000,000 General Obligation Bonds, Series 2023 dated November 1, 2023; and

WHEREAS, the City previously issued $19,845,000 of Street Bonds and $ $3,655,000 of Parks and Recreational Facilities Bonds as part of its $23,500,000 General Obligation Bonds, Series 2024 dated November 1, 2024; and

WHEREAS, there is currently authorized, yet unissued, $25,835,000 of Street Bonds, $5,000,000 of Public Safety Facilities Bonds, $0 of Parks and Recreational Facilities Bonds, $0 of Municipal Facilities Bonds, and $2,440,000 Stormwater Bonds; and

WHEREAS, it is deemed advisable by the governing body of said municipality at this time to issue the amount of $13,705,000 of Street Bonds and $795,000 of Stormwater Bonds, and to offer said bonds for sale as a combined issue, pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

Section 1. That pursuant to Title 62, Oklahoma Statutes 2021, Section 354, as amended, with respect to the August 28, 2018 election authorization, the $13,705,000 of Street Bonds and $795,000 of Stormwater Bonds are hereby combined and are hereby ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate principal amount of Fourteen Million Five Hundred Thousand Dollars ($14,500,000), which said Bonds shall be designated "General Obligation Bonds, Series 2025A", shall be dated December 1, 2025, and become due and payable and bear interest from their date until paid as follows:

$760,000	maturing on	December 1, 2027	at	_%
$760,000	maturing on	December 1, 2028	at	_%
$760,000	maturing on	December 1, 2029	at	_%
$760,000	maturing on	December 1, 2030	at	_%
$760,000	maturing on	December 1, 2031	at	_%
$760,000	maturing on	December 1, 2032	at	_%
$760,000	maturing on	December 1, 2033	at	_%
$760,000	maturing on	December 1, 2034	at	_%
$760,000	maturing on	December 1, 2035	at	_%
$760,000	maturing on	December 1, 2036	at	_%
$760,000	maturing on	December 1, 2037	at	_%
$760,000	maturing on	December 1, 2038	at	_%
$760,000	maturing on	December 1, 2039	at	_%
$760,000	maturing on	December 1, 2040	at	_%
$760,000	maturing on	December 1, 2041	at	_%
$760,000	maturing on	December 1, 2042	at	_%
$760,000	maturing on	December 1, 2043	at	_%
$760,000	maturing on	December 1, 2044	at	_%
$820,000	maturing on	December 1, 2045	at	_%

Interest shall be payable semi-annually on the 1st day of June and December of each year, commencing on June 1, 2027. The Bonds are issuable as registered Bonds in denominations of $1,000.00 or any integral multiple thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

Section 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

[Remainder of Page Left Blank Intentionally]

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

CITY OF BROKEN ARROW, OKLAHOMA
GENERAL OBLIGATION BONDS, SERIES 2025A

NO. _____ $_____

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
_____%	December 1, 20__	December 1, 2025	_____

KNOW ALL PEOPLE BY THESE PRESENTS: That the City of Broken Arrow, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

_____

or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of June and December of each year, commencing on the 1st day of June, 2027.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Tulsa, Oklahoma (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, denomination, totaling the principal sum of Fourteen Million Five Hundred Thousand Dollars ($14,500,000) and is issued for the purpose of (i) constructing, reconstructing and repairing streets ($13,705,000), and (ii) constructing, reconstructing and repairing stormwater facilities to be owned exclusively by said City ($795,000), all under Section 27, Article 10, of the Oklahoma Constitution and Statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

Optional Redemption. The Bonds maturing in the years 2027 through 2035, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing in the years 2036 and thereafter shall be subject to redemption at the option of the City Council, in whole or in part, on any date, but upon thirty (30) days' notice, on or after December 1, 2035, at a price of par plus accrued interest on the principal amount called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

In the event any of the Bonds or portions thereof (which shall be $1,000.00 or multiples thereof) are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Paying Agent/Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar as the Registrar of the City on the Registration Record. This Bond shall be transferrable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its Clerk, and sealed with a facsimile seal of the City the 1st day of December, 2025.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue and is one of the General Obligation Bonds, Series 2025A of the City of Broken Arrow, Oklahoma.

Date of Registration and Authentication

BOKF, NA, Tulsa, Oklahoma

_____

_____
Authorized Officer

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)
WAGONER

We, the undersigned, District Attorneys and County Clerks respectively, of said Counties, in said State, in which the within named City is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named City pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seals of said Counties this _____ day of _____, 2025.

_____
County Clerk, Tulsa County, Oklahoma

_____
District Attorney, Judicial District No. 14

(SEAL)

_____
County Clerk, Wagoner County, Oklahoma

_____
District Attorney, Judicial District No. 27

(SEAL)

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: _____, ____. _____

Signature guaranteed by:
_____

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Treasurer of the within named City, in said County and State, hereby certify that I have duly registered the within Bond in my office on this ____ day of _____, 2025.

WITNESS my hand the date above written.

_____
Treasurer

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT _____, 2025.

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of Bonds of like kind; and that said Bond is a valid and binding obligation according to its tenor and terms, and, under the provisions of Title 62, Oklahoma Statutes 2021, Sections 11, 13 and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said bond appearing in the caption hereto.

_____
Attorney General, *Ex Officio*
Bond Commissioner of the State of Oklahoma

[End of Form of Bond]

SECTION 3. That each of said Bonds shall be executed by manual or facsimile signature of the Mayor and have the facsimile corporate seal of said City imprinted thereon, and be attested by the Clerk of said City by manual or facsimile signature; that said officers be and are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City; have the same registered by the Treasurer, endorsed by the District Attorneys and County Clerks and presented to the Attorney General, *Ex-Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue, for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose set out in the Bond in Section 2 hereof. The contracts attached hereto between the City and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent/Registrar, respectively, are hereby ratified and confirmed for fiscal year 2025/2026.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Paying Agent/ Registrar for all registered Bonds issued pursuant to this Ordinance shall be BOKF, NA, Tulsa, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be canceled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of $1,000.00 or any integral multiple thereof. The Registrar shall not be obligated to make such transfer after the fifteenth (15^{th}) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15^{th} day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and Clerk (or in their absence or incapacity, the Vice-Mayor and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2026, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said City, in addition to all other taxes, said sinking fund to be designated "General Obligation Bonds, Series 2025A Sinking Fund". Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the Mayor and City Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor or City Manager is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Ordinance is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. "Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System ("EMMA") @ www.emma.msrb.org.

The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The Mayor, Vice Mayor, City Manager, Treasurer, Director of Finance and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Bonds, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

SECTION 10. That by reason of said City being without adequate streets and stormwater facilities in the City, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED this 17th day of November, 2025.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of Bonds for the purpose therein set out, adopted by the governing body of said City and Transcript of Proceedings of said governing body had at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal this 17th day of November, 2025.

(SEAL)

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 25-1602, **Version:** 1

Broken Arrow City Council
11/17/2025

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3899; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: $0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments:

Recommendation:
Approve the emergency clause for Ordinance No. 3899.

City of Broken Arrow

Request for Action

File #: 25-1603, **Version:** 1

Broken Arrow City Council
Meeting of: 11/17/2-25

Title:
Consideration, discussion, and possible approval of Ordinance No. 3900, an Ordinance providing for the issuance of General Obligation Bonds, Series 2025B in the sum of $2,500,000 by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; designating the registrar for the issue; providing for levy of an annual tax for the payment of principal and interest on the Bonds and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing executions and actions necessary for the issuance and delivery of the Bonds; and declaring an emergency

Background:
The proposed sale was considered in a previous Council Agenda item. The Ordinance in front of you finalizes the steps required to proceed with authorizing the sale.

Cost: Estimated $65,000.00 in issuance costs

Funding Source: Proceeds from the 2025B GO Bond Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Ordinance 3900

Recommendation:
Adopt Ordinance Number 3900 and approve the emergency clause.

ORDINANCE AUTHORIZING THE ISSUANCE OF 2025B BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 17TH DAY OF NOVEMBER, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock _.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the proposed municipal resolution set forth hereinbelow, which was read by title by the Clerk or Deputy Clerk and upon motion by Council Member _____ and seconded by Council Member _____.

AYE:

NAY:

and upon motion by Council Member _____, seconded by Council Member _____, the question of the emergency was ruled upon separately and approved with the following vote:

AYE:

NAY:

Said Ordinance was thereupon signed by the Mayor or Vice Mayor, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality and is as follows:

ORDINANCE NO. 3900

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025B IN THE SUM OF $2,500,000 BY THE CITY OF BROKEN ARROW, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City of Broken Arrow, Oklahoma (the "City"), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 6, the question of the issuance of the bonds of said municipality in the amount of $5,500,000 pursuant to Article 10, Section 26 of the Constitution of the State of Oklahoma to provide funds for the purpose of drainage improvements to property owned exclusively or in part by said City (referred to herein as the "Drainage Improvement Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 6 by the registered, qualified electors of said City 15,396 votes, of which 11,198 were in favor of and 4,198 were against the issuance of said Drainage Improvement Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 6 cast their ballots in favor of the issuance of said Drainage Improvement Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, the City previously issued $1,000,000 of Drainage Improvement Bonds as part of its $1,000,000 General Obligation Bonds, Series 2018D dated December 1, 2018; and

WHEREAS, the City previously issued $1,000,000 of Drainage Improvement Bonds as part of its $1,000,000 General Obligation Bonds, Series 2020C dated December 1, 2020; and

WHEREAS, the City previously issued $1,000,000 of Drainage Improvement Bonds as part of its $1,000,000 General Obligation Bonds, Series 2021B dated December 1, 2021; and

WHEREAS, there is currently authorized, yet unissued, $2,500,000 of Drainage Improvement Bonds; and

WHEREAS, it is deemed advisable by the governing body of said municipality at this time to issue the amount of $2,500,000 of Drainage Improvement Bonds, and to offer said bonds for

sale as a single issue, pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

Section 1. That pursuant to Title 62, Oklahoma Statutes 2021, Section 354, as amended, with respect to the August 28, 2018 election authorization, the $2,500,000 of Drainage Improvement Bonds are hereby ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000), which said Bonds shall be designated "General Obligation Bonds, Series 2025B", shall be dated December 1, 2025, and become due and payable and bear interest from their date until paid as follows:

$275,000	maturing on	December 1, 2027	at	_%
$275,000	maturing on	December 1, 2028	at	_%
$275,000	maturing on	December 1, 2029	at	_%
$275,000	maturing on	December 1, 2030	at	_%
$275,000	maturing on	December 1, 2031	at	_%
$275,000	maturing on	December 1, 2032	at	_%
$275,000	maturing on	December 1, 2033	at	_%
$275,000	maturing on	December 1, 2034	at	_%
$300,000	maturing on	December 1, 2035	at	_%

Interest shall be payable semi-annually on the 1st day of June and December of each year, commencing on June 1, 2027. The Bonds are issuable as registered Bonds in denominations of $1,000.00 or any integral multiple thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

Section 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

[Remainder of Page Left Blank Intentionally]

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

CITY OF BROKEN ARROW, OKLAHOMA
GENERAL OBLIGATION BONDS, SERIES 2025B

NO. _____ $_____

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
_____%	December 1, 20__	December 1, 2025	_____

KNOW ALL PEOPLE BY THESE PRESENTS: That the City of Broken Arrow, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

_____

or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of June and December of each year, commencing on the 1st day of June, 2027.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Tulsa, Oklahoma (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, denomination, totaling the principal sum of Two Million Five Hundred Thousand Dollars ($2,500,000) and is issued for the purpose of drainage improvements to property owned exclusively or in part by said City, as described in Ordinance No. 3528 of the City calling the election held on August 28, 2018, ($2,500,000), under Section 26, Article 10, of the Oklahoma Constitution, Title 11, Article XXII, Oklahoma Statutes 2021, and other statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

The Bonds shall <u>not</u> be subject to redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar as the Registrar of the City on the Registration Record. This Bond shall be transferrable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be

required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its Clerk, and sealed with a facsimile seal of the City the 1st day of December, 2025.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue and is one of the General Obligation Bonds, Series 2025B of the City of Broken Arrow, Oklahoma.

Date of Registration and Authentication

BOKF, NA, Tulsa, Oklahoma

_____

_____
Authorized Officer

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)
WAGONER

We, the undersigned, District Attorneys and County Clerks respectively, of said Counties, in said State, in which the within named City is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named City pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seals of said Counties this _____ day of _____, 2025.

_____
County Clerk, Tulsa County, Oklahoma

_____
District Attorney, Judicial District No. 14

(SEAL)

_____
County Clerk, Wagoner County, Oklahoma

_____
District Attorney, Judicial District No. 27

(SEAL)

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: _____, ____. _____

Signature guaranteed by:

_____

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Treasurer of the within named City, in said County and State, hereby certify that I have duly registered the within Bond in my office on this ____ day of _____, 2025.

WITNESS my hand the date above written.

_____
Treasurer

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT _____, 2025.

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of Bonds of like kind; and that said Bond is a valid and binding obligation according to its tenor and terms, and, under the provisions of Title 62, Oklahoma Statutes 2021, Sections 11, 13 and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said bond appearing in the caption hereto.

_____
Attorney General, *Ex Officio*
Bond Commissioner of the State of Oklahoma

[End of Form of Bond]

SECTION 3. That each of said Bonds shall be executed by manual or facsimile signature of the Mayor and have the facsimile corporate seal of said City imprinted thereon, and be attested by the Clerk of said City by manual or facsimile signature; that said officers be and are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City; have the same registered by the Treasurer, endorsed by the District Attorneys and County Clerks and presented to the Attorney General, *Ex-Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue, for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose set out in the Bond in Section 2 hereof. The contracts attached hereto between the City and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent/Registrar, respectively, are hereby ratified and confirmed for fiscal year 2025/2026.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Paying Agent/ Registrar for all registered Bonds issued pursuant to this Ordinance shall be BOKF, NA, Tulsa, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be canceled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of $1,000.00 or any integral multiple thereof. The Registrar shall not be obligated to make such transfer after the fifteenth (15^{th}) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15^{th} day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and Clerk (or in their absence or incapacity, the Vice-Mayor and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2026, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said City, in addition to all other taxes, said sinking fund to be designated "General Obligation Bonds, Series 2025B Sinking Fund". Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the Mayor and City Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor or City Manager is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Ordinance is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. "Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System ("EMMA") @ www.emma.msrb.org.

The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The Mayor, Vice Mayor, City Manager, Treasurer, Director of Finance and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Bonds, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

SECTION 10. That by reason of said City being without adequate drainage improvements in the City, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED this 17th day of November, 2025.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of Bonds for the purpose therein set out, adopted by the governing body of said City and Transcript of Proceedings of said governing body had at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of November, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal this 17th day of November, 2025.

(SEAL)

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 25-1604, **Version:** 1

Broken Arrow City Council
11/17/2025

Title:

Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3900; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: $0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments:

Recommendation:
Approve the emergency clause for Ordinance No. 3900.

Old Town Houston St. Waterline Bore and Stormwater Improvements Fort Worth St. to S. 9th St. (#9894508)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
10/23/2025 01:45 PM CDT

						Engineer Estimate		Stronghand LLC		Gober Construction LLC - Tulsa, OK		Magnum Construction, Inc.		Cherokee Pride Construction Inc./ Sapulpa, ok		Cimarron Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
WL Bore	1	BA 301	MOBILIZATION	LS	1	$22,000.00	$22,000.00	$16,974.93	$16,974.93	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$9,526.00	$9,526.00
	2	BA 310	RIGHT OF WAY CLEARING AND RESTORING	LS	1	$33,000.00	$33,000.00	$5,844.05	$5,844.05	$7,000.00	$7,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$46,055.00	$46,055.00
	3	BA 314	BORED CROSSING (24" STEEL CASING)	Ln Ft	77	$935.00	$71,995.00	$306.06	$23,566.62	$714.00	$54,978.00	$1,000.00	$77,000.00	$700.00	$53,900.00	$1,637.29	$126,071.33
	4	BA 316	PAVEMENT REMOVAL AND REPLACEMENT	Sq Yd	6	$209.00	$1,254.00	$190.71	$1,144.26	$800.00	$4,800.00	$500.00	$3,000.00	$300.00	$1,800.00	$397.51	$2,385.06
	5	BA 401-1	PVC PIPE INSTALLATION (WATER) (12")	Ln Ft	150	$154.00	$23,100.00	$85.14	$12,771.00	$90.00	$13,500.00	$600.00	$90,000.00	$250.00	$37,500.00	$264.26	$39,639.00
	6	BA 410A1	BEND (12") (11.25°)	Ea	2	$3,300.00	$6,600.00	$1,084.15	$2,168.30	$1,000.00	$2,000.00	$2,850.00	$5,700.00	$2,000.00	$4,000.00	$1,453.94	$2,907.88
	7	BA 410A3	BEND (12") (45°)	Ea	4	$3,300.00	$13,200.00	$1,194.99	$4,779.96	$1,000.00	$4,000.00	$4,100.00	$16,400.00	$2,000.00	$8,000.00	$1,714.67	$6,858.68
	8	BA 410F1	RESTRAINED JOINT (12" PVC)	Ea	21	$330.00	$6,930.00	$428.21	$8,992.41	$800.00	$16,800.00	$525.00	$11,025.00	$300.00	$6,300.00	$36.00	$756.00
	9	BA 412A	SERVICE LINE 3/4 INCH	Ea	1	$1,650.00	$1,650.00	$1,085.20	$1,085.20	$2,500.00	$2,500.00	$1,050.00	$1,050.00	$2,000.00	$2,000.00	$2,448.55	$2,448.55
	10	BA 413A1	SERVICE LINE TAP (3/4")	Ea	1	$1,650.00	$1,650.00	$1,415.57	$1,415.57	$2,000.00	$2,000.00	$400.00	$400.00	$1,000.00	$1,000.00	$738.15	$738.15
	11	BA 432	WATER METER BOX	Ea	1	$660.00	$660.00	$533.91	$533.91	$2,500.00	$2,500.00	$675.00	$675.00	$1,000.00	$1,000.00	$712.85	$712.85
					WL Bore Total:		**$182,039.00**		**$79,276.21**		**$115,078.00**		**$240,250.00**		**$130,500.00**		**$238,098.50**
Stormwater Improvements	12	201(A)	CLEARING AND GRUBBING	LS	1	$27,500.00	$27,500.00	$6,078.04	$6,078.04	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$19,983.43	$19,983.43
	13	202(A)	UNCLASSIFIED EXCAVATION	CY	1846	$27.50	$50,765.00	$35.53	$65,588.38	$20.00	$36,920.00	$35.00	$64,610.00	$20.00	$36,920.00	$80.51	$148,621.46
	14	221(G)	TEMPORARY FIBER LOG	LF	170	$22.00	$3,740.00	$4.96	$843.20	$15.00	$2,550.00	$22.00	$3,740.00	$20.00	$3,400.00	$14.01	$2,381.70
	15	221(H)	(PL) TEMPORARY INLET SEDIMENT FILTER	Ea	3	$275.00	$825.00	$392.86	$1,178.58	$800.00	$2,400.00	$600.00	$1,800.00	$1,000.00	$3,000.00	$272.85	$818.55
	16	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	4524	$7.50	$33,930.00	$5.93	$26,827.32	$5.00	$22,620.00	$5.00	$22,620.00	$5.00	$22,620.00	$6.84	$30,944.16
	17	303(A)	AGGREGATE BASE TYPE A	CY	209	$82.50	$17,242.50	$72.77	$15,208.93	$60.00	$12,540.00	$55.00	$11,495.00	$65.00	$13,585.00	$144.87	$30,277.83
	18	310(B)	SUBGRADE, METHOD B	SY	931	$7.50	$6,982.50	$3.06	$2,848.86	$10.00	$9,310.00	$13.00	$12,103.00	$2.00	$1,862.00	$29.90	$27,836.90
	19	402	(PL) TRAFFIC BOUND SURFACE COURSE	Cu Yd	15	$192.50	$2,887.50	$72.47	$1,087.05	$115.00	$1,725.00	$114.00	$1,710.00	$100.00	$1,500.00	$178.53	$2,677.95
	20	602(B)	REVETMENT MATTRESSES	Sq Yd	273	$93.50	$25,525.50	$26.95	$7,357.35	$75.00	$20,475.00	$130.00	$35,490.00	$100.00	$27,300.00	$131.28	$35,839.44
	21	610(A)	4" CONCRETE SIDEWALK	SY	174	$110.00	$19,140.00	$96.17	$16,733.58	$75.00	$13,050.00	$80.00	$13,920.00	$90.00	$15,660.00	$169.26	$29,451.24
	22	610(B)	6" CONCRETE DRIVEWAY (H.E.S)	Sq Yd	621	$93.50	$58,063.50	$63.64	$39,520.44	$85.00	$52,785.00	$95.00	$58,995.00	$90.00	$55,890.00	$180.75	$112,245.75
	23	610(I)	TACTILE WARNING DEVICE- NEW	Sq Ft	80	$55.00	$4,400.00	$43.48	$3,478.40	$100.00	$8,000.00	$45.00	$3,600.00	$35.00	$2,800.00	$58.77	$4,701.60
	24	613(EE)	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	Ln Ft	959	$93.50	$89,666.50	$53.55	$51,354.45	$75.00	$71,925.00	$90.00	$86,310.00	$200.00	$191,800.00	$136.74	$131,133.66
	25	613(M)	TYPE A4 CULVERT END TREATMENT	Ea	15	$825.00	$12,375.00	$2,015.01	$30,225.15	$2,800.00	$42,000.00	$2,000.00	$30,000.00	$2,000.00	$30,000.00	$5,102.25	$76,533.75
	26	613(M)	TYPE AA4 CULVERT END TREATMENT	Ea	16	$1,650.00	$26,400.00	$2,763.47	$44,215.52	$3,500.00	$56,000.00	$2,900.00	$46,400.00	$2,000.00	$32,000.00	$5,302.50	$84,840.00
	27	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	1	$11,000.00	$11,000.00	$2,816.82	$2,816.82	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$5,000.00	$5,000.00	$6,779.19	$6,779.19
	28	619(B)	REMOVAL OF ASPHALT DRIVEWAYS	SY	147	$22.00	$3,234.00	$42.41	$6,234.27	$65.00	$9,555.00	$22.00	$3,234.00	$50.00	$7,350.00	$44.87	$6,595.89
	29	619(B)	REMOVAL OF CONCRETE DRIVEWAYS	SY	250	$16.50	$4,125.00	$37.47	$9,367.50	$45.00	$11,250.00	$22.00	$5,500.00	$50.00	$12,500.00	$50.44	$12,610.00
	30	619(B)	REMOVAL OF GRAVEL DRIVEWAYS	SY	232	$16.50	$3,828.00	$27.62	$6,407.84	$35.00	$8,120.00	$10.00	$2,320.00	$30.00	$6,960.00	$15.17	$3,519.44
	31	629(D)	REMOVE AND RESET MAILBOX	Ea	9	$220.00	$1,980.00	$339.21	$3,052.89	$1,000.00	$9,000.00	$210.00	$1,890.00	$500.00	$4,500.00	$1,420.33	$12,782.97
	32	641	MOBILIZATION	Ea	1	$55,000.00	$55,000.00	$36,629.29	$36,629.29	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$70,000.00	$70,000.00	$21,753.50	$21,753.50
	33	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	$16,500.00	$16,500.00	$2,889.22	$2,889.22	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$4,000.00	$4,000.00	$12,992.65	$12,992.65
	34	880(I)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$11,000.00	$11,000.00	$13,784.20	$13,784.20	$20,000.00	$20,000.00	$16,000.00	$16,000.00	$2,000.00	$2,000.00	$20,856.63	$20,856.63
	35	SPECIAL	TYPE 1 AC PATCH	SY	308	$495.00	$152,460.00	$93.30	$28,736.40	$200.00	$61,600.00	$100.00	$30,800.00	$300.00	$92,400.00	$148.83	$45,839.64
	36	SPECIAL	TYPE B RAMP	Ea	8	$1,925.00	$15,400.00	$1,193.86	$9,550.88	$4,000.00	$32,000.00	$1,200.00	$9,600.00	$2,500.00	$20,000.00	$2,455.00	$19,640.00
	37	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	Ea	1	$22,000.00	$22,000.00	$5,768.40	$5,768.40	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$7,703.13	$7,703.13
	38	SPECIAL	PROJECT SIGNS	Ea	2	$3,850.00	$7,700.00	$787.97	$1,575.94	$1,500.00	$3,000.00	$750.00	$1,500.00	$1,000.00	$2,000.00	$718.02	$1,436.04
	39	325	SEPARATOR FABRIC	SY	523	$5.00	$2,615.00	$2.57	$1,344.11	$5.00	$2,615.00	$3.00	$1,569.00	$4.00	$2,092.00	$2.00	$1,046.00
					Stormwater Improvements Total:		**$686,285.00**		**$440,703.01**		**$565,940.00**		**$550,206.00**		**$712,139.00**		**$911,842.50**
					Bid Total:		**$868,324.00**		**$519,979.22**		**$681,018.00**		**$790,456.00**		**$842,639.00**		**$1,149,941.00**

I Certify this is a true and correct Tabulation of Bids Received at 1:45 on October 23, 2025. This Document does not imply that the contract will be awarded to any particular Bidder.
The City of Broken Arrow reserves the right to accept or reject any and all bids.

Emily Rowland

Emily Rowland, P.E.
Environmental Division Manager

LEASE AGREEMENT

BY AND AMONG

GORDON OUTDOOR ADVERTISING, LLC

and

CITY OF BROKEN ARROW, OKLAHOMA

Dated as of August 4, 2025

LEASE

This Lease (the "Lease") is made _____, 2025 between the City of Broken Arrow, 220 South 1st Street, Broken Arrow, Oklahoma, 74013 ("Lessor"), and Gordon Outdoor Advertising, LLC., an Oklahoma Limited Liability Company, having its principal office at 110 West Commercial St. Broken Arrow Oklahoma ("Lessee").

1. DESCRIPTION OF PROPERTY; TERM

A. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each intending to be legally bound, Lessor leases to Lessee real property belonging to Lessor located in Tulsa County, Oklahoma and more particularly described as follows:

- Exhibit A to this Lease is a legal description of the actual location at which the sign shall be constructed (the "Leased Property").

- Exhibit (B) to this Lease is the legal description of Lessor's entire property at which the sign shall be constructed.

B. The Lease shall be for an initial term of twenty-five (25) years, beginning on the effective date of this Lease ("Lease Term").

2. CONSIDERATION

In exchange for use of the Leased Property, Lessee shall construct a double-sided LED billboard and allow Lessor to utilize up to two (2) of the eight (8) LED slots on each side of the LED billboard, which equates to 25% of the total advertising time of any advertising that takes place on the Leased Property in the form of digital image display on a digital billboard. Lessee shall also make unlimited billboard graphic design services available to the City of Broken Arrow in connection with the City's use of the billboard. Lessee shall be responsible for all upload / download art trafficking services.

3. USE OF PROPERTY

DGP

11/12/2025

Lessee shall only use the Leased Property for the construction, maintenance, and operation of one (1) double sided LED billboard that displays digital images on a digital billboard, and for no other purpose whatsoever. The size of each of the two (2) LED sign faces on said billboard shall be ~~25 feet by 40 feet.~~ Construction of the billboard shall be contingent upon Gordon Outdoor Advertising successfully obtaining a Class "A" state sign permit from ODOT.

JJ 11-12-25

no larger than the maximum size permittable by ODOT at the time of this lease.

4. COVENANT RUNNING WITH THE LAND; RECORDING OF MEMORANDUM

This Lease and all rights and obligations set forth herein shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective

successors, assigns, and legal representatives. The parties expressly intend that this Lease create a covenant running with the land pursuant to applicable Oklahoma law. The benefits and burdens of this Lease shall be enforceable by and against subsequent owners, lessees, or occupants of the Leased Property for the full term of this Lease and any renewals or extensions hereof.

To provide public notice and further evidence of the covenant running with the land, the parties agree to execute a Memorandum of Lease in recordable form setting forth the names of the parties, a description of the Leased Property, the Lease term, and such other provisions as may be required or permitted by law. The Memorandum of Lease may be recorded in the land records of Tulsa County, Oklahoma, or the appropriate recording office. The recording of such memorandum shall not be deemed to modify or amend the terms of this Lease.

5. COMPLIANCE WITH LAW

A. In its use of the Leased Property, Lessee shall fully comply with all applicable federal, state, county and municipal statutes, rules, regulations, and ordinances.

B. In its use of the Leased Property, Lessee shall secure from the proper authorities all required licenses and permits before commencing construction of the billboard. Lessor shall support Lessee in obtaining any and all required licenses and permits required by any and all applicable regulatory entities. Costs for obtaining any and all required licenses and permits shall be the responsibility of the Lessee.

6. REPAIRS AND MAINTENANCE

Lessee shall, at all times during the term of this Lease, keep all improvements placed by Lessee on the Leased Property in good repair, and shall maintain them at all times in a clean and attractive condition.

7. INSURANCE

Lessee shall obtain and keep in full force and effect at all times during the term of this Lease, a policy of public liability insurance, with an insurer satisfactory to Lessor, for the protection of Lessor and Lessee against liability arising out of the condition of the Leased Property and the improvements erected on the Leased Property. Lessee agrees to name Lessor as an additional insured on Lessee's liability insurance policy covering the Leased Property and shall furnish Lessor a $1,000,000.00 Certificate of such insurance from its insurance carrier.

8. NOXIOUS WEEDS; MOWING

Subject to and in compliance with any applicable local, state or federal laws or regulations, including those enforced by the United States Army Corps of Engineers, Lessee shall remove by the roots or otherwise effectively destroy all thistles and other noxious weeds growing on the Leased Property, provided that Lessee shall use no chemical weed killers containing chemicals dangerous to crops, animals, or human beings, and shall keep the property neatly mowed. Lessee

shall have the right to remove any trees, brush, or vegetation that may, in the opinion of the Lessee, obscure the view of the sign. Lessee agrees to keep the sign structure maintained to the highest standards, both structurally and cosmetically.

9. OWNERSHIP OF IMPROVEMENTS

All improvements erected by Lessee on the Leased Property shall remain intact and shall remain the property of Lessee. At Lessor's request only, any and all improvements of the Leased Property shall be removed by Lessee within sixty (60) days after the termination of this Lease.

10. ACCESS TO LEASED PROPERTY

Lessor warrants that it is the owner of the Leased Property and has all necessary authorities to grant to Lessee the rights conveyed herein. The Lessor hereby grants to the Lessee a non-exclusive access and utility easement across the real property of Lessor described on the attached Exhibit B as a means of vehicular and pedestrian access to the Leased Property and as a means of providing electricity to Lessee's billboard sign. Further, Lessor shall not allow any obstruction of the view of either sign face on Lessee's billboard.

11. TERMINATION

A. By Lessor

1. Limited Termination for Convenience

The parties acknowledge that Lessee is making a substantial investment in the Leased Property and requires long-term assurance of its rights under this Lease. Accordingly, the City shall not terminate this Lease for convenience during the initial ten (10) years of the Lease Term. Thereafter, the City may terminate this Lease for convenience only upon providing not less than one hundred eighty (180) days prior written notice to Lessee. In the event of such early termination, the City shall pay Lessee an early termination fee equal to the annual net revenue generated by the sign multiplied by the number of years remaining in the Lease Term and additional lease term (not to exceed ten years), as provided in section 13 of this Lease. The "annual net revenue" shall mean the annual average of the gross revenue generated by the sign during the three years prior to termination, less Lessee's structural insurance, electrical costs, and amounts paid to the City, if any.

2. Termination for Cause

The City may terminate this Lease at any time upon fifteen (15) days' prior written notice to Lessee in the event of any of the following causes:

(a) Lessee's failure to comply with any material term of this Lease, provided such failure is not cured within thirty (30) days after written notice from the City, or within a longer

period if cure is not reasonably possible within 30 days and Lessee is diligently pursuing cure;
(b) Lessee's failure to comply with any applicable federal, state, or local laws or regulations relating to the use of the Leased Property;
(c) Abandonment or discontinuance of use of the billboard structure for a continuous period of one (1) year without written notice and explanation to the City;
(d) The billboard structure is determined by a governmental authority, in accordance with applicable local and state statutory and regulatory requirements, to pose a danger to public health or safety and Lessee fails to promptly remedy such condition.

C. Effect of Termination

Upon termination of this Lease for any reason, Lessee shall, at its sole cost, remove all improvements and restore the Leased Property to a clean and orderly condition, reasonable wear and tear excepted, within sixty (60) days of the termination date.

B. By Lessee. During the term of this Lease, should the use of the Leased Property for the purpose permitted by this Lease be prohibited, limited or restricted by the terms of any restriction, covenant, regulation, ordinance, or zoning resolution affecting the property, or if the Leased Property becomes unsuitable for the use of advertising in Lessee's opinion, Lessee, at Lessee's option, may terminate this Lease by giving Lessor sixty (60) days' notice in writing of its election to do so. Furthermore, should Lessee be prohibited from construction of the billboard by any regulatory entity, this Lease shall terminate immediately without any penalty or cost to the Lessee.

12. RIGHT OF FIRST NEGOTIATION

In the event the City elects to sell or otherwise dispose of the Leased Property during the Lease Term, the City shall provide written notice to Lessee and offer Lessee an opportunity to enter into good faith negotiations for the potential acquisition of the Leased Property or an interest therein. Nothing in this provision shall obligate the City to enter into any transaction with Lessee or to refrain from offering the Leased Property to other parties if the parties are unable to reach agreement within sixty (60) days of notice.

13. RENEWAL OPTION

Lessor grants Lessee an option to renew this Lease for an additional 25 years after expiration of the term of this Lease, at an annual rental of an amount equal to 20% of the gross revenue generated by the sign, to be paid annually, or, Lessor may continue utilizing the same percentage of advertising space on each side of LED billboard as noted above in this Lease. The other terms, covenants, and conditions of the renewal lease are to remain the same as those in this Lease.

To exercise such option, Lessee must give Lessor written notice of Lessee's intention to do so at least two (2) months before expiration of this lease.

14. CONTENT RESTRICTIONS

Content referencing, directly or indirectly, the City's political candidates or obscene material shall not be displayed on the Sign.

The parties have executed this lease at City of Broken Arrow on the day and year first above written.

City of Broken Arrow, "LESSOR"

By: _____
Michael Spurgeon, City Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

Gordon Outdoor Advertising, LLC "LESSEE"

By: _____
Jeff Gordon, Owner / managing member

Date: 7/23/25

Attest: _____

Date: 7/23/25

EXHIBIT A TO LEASE AGREEMENT

SIGN EASEMENT DESCRIPTION:

A TRACT OF LAND LOCATED IN RESERVE "G", THE AMENDED PLAT OF THE PARK AT ADAM'S CREEK – PHASE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NUMBER 5663, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID RESERVE "G"; THENCE NORTH 87°02'52" WEST ALONG THE SOUTH LINE OF SAID RESERVE "G", FOR 155.89 FEET; THENCE NORTH 69°49'43" WEST, CONTINUING ALONG SAID SOUTH LINE, FOR 19.20 FEET; THENCE NORTH 20°10'17" EAST FOR 20.00 FEET TO THE NORTHERLY LINE OF A 20.00 FOOT WATERLINE EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 69°49'43" WEST, ALONG THE NORTH LINE OF SAID EASEMENT, FOR 65.00 FEET; THENCE NORTH 20°10'17" EAST FOR 65.00 FEET; THENCE SOUTH 69°49'43" EAST, PARALLEL TO THE NORTH LINE OF SAID EASEMENT, FOR 65.00 FEET; THENCE SOUTH 20°10'17" WEST FOR 65.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B TO LEASE AGREEMENT

RESERVE G LESS BEG NWC RESERVE G TH SW49.37 E33.67 CRV RT 94.16 SE68.23 NWLY CRV RT 183.01 POB FOR RD

AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

THIS **AMENDMENT NO. 2**, made and entered into this _____ day of _____ 20__, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and SELSER SCHAEFER ARCHITECTS (NARRATE), hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated December 18, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare full architectural, interior design, structural, mechanical, and electrical and plumbing construction documents for bidding purposes for the Operations Facility Renovations to renovate the 14,000 SF office portion of the building.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the exterior entry canopy design and documentation.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. **PROJECT SCOPE.**
   This Amendment requires CONSULTANT to select furniture, fixture and equipment (FF&E); create documents for FF&E bidding; and provide construction administration services for FF&E installation.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed December 18, 2024	$ 243,100.00
Amendment No. 1	$ 27,350.00
Amendment No. 2	$ 25,300.00
Revised Total Contract Amount	$ 295,750.00

3. AMENDED PROJECT SCHEDULE
The schedule for Amendment No. 2 is to extend the original contract schedule by 0 work days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.
This Amendment No. 2 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
SELSER SCHAEFER ARCHITECTS (NARRATE)

By: Hank Spieker
Hank Spieker, Partner

Date: 10 NOVEMBER 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Britton Howerton
Britton Howerton, Associate Principal

Date: 11-10-25

Approved as to form:

D. Graham Parker 11/12/2025
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 11 day of November, 2025 personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of SELSER SCHAEFER ARCHITECTS (NARRATE), and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
June 26, 2026

JENNIFER DOWLER
Notary Public - State of Oklahoma
Commission Number 18006389
My Commission Expires Jun 26, 2026

Notary Public:

ATTACHMENT A
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Furniture Selection:

- 1.1.1 Facilitate one (1) review meeting with CITY to program specific furniture requirements.
- 1.1.2 Evaluate and record existing furniture that is intended to be salvaged and reused in the new office spaces.
- 1.1.3 Prepare Phase I Preliminary Furniture Budget and Phase II Preliminary Furniture Budget for CITY review and approval.
- 1.1.4 Select Basis-of-Design product for all new furniture and review with CITY
- 1.1.5 Coordinate with furniture vendors, finish selections and produce bid documents for Phase I and Phase II including drawings and specifications.
- 1.1.6 Construction administration services for Phase I and Phase II including:
  - 1.1.6.1 Review the submittals and shop drawings
  - 1.1.6.2 Coordinate with vendors and end users to produce substitutions/revisions.
  - 1.1.6.3 Review Furniture bids and make recommendations to the CITY
- 1.1.7 Conduct one (1) final furniture punch upon completion of installation for each of the Phase I and Phase II furniture packages

ATTACHMENT B
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 The CONSULTANT shall submit bid documents for the FF&E of Phase I. It can be submitted via email, data download, or memory stick.

2.0 The CONSULTANT shall submit bid documents for the FF&E of Phase II. It can be submitted via email, data download, or memory stick.

ATTACHMENT C
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 Furniture, Fixtures and Equipment: The OWNER shall pay the CONSULTANT a lump sum amount of $25,300.00 for the completion of the Furniture, Fixtures and Equipment. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

ATTACHMENT D
TO
AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS (NARRATE)
PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING
PROJECT NO. 2317210

Furniture Programming and Evaluation of Existing Furniture	2 weeks
Selection, Review and Approval of Basis-of-Design Product	6 weeks
Preparation of Keyed Furniture Plans and Specifications	4 weeks
Bidding Assistance and Evaluation of Bids (Phase 1)	6 weeks
Final Furniture Punch and Punch List Preparation (Phase 1)	1 week
Bidding Assistance and Evaluation of Bids (Phase 2)	6 weeks
Final Furniture Punch and Punch List Preparation (Phase 2)	1 week